

Terms of use

The following are the terms of use ("Terms") that govern your use of the Account Manager website (the "Site"), which features advanced ticketing transaction technologies and services (collectively referred to as "Advanced Services"). Some of the Advanced Services are provided by Circuit of The Americas, and some of the Advanced Services are provided by Ticketmaster ("us" or "we"). Our [Privacy Policy](#) and any other policies, rules or guidelines that may be applicable to particular offers or features on the Site are also incorporated into these Terms. These Terms shall constitute a valid, binding and enforceable legal agreement among you, Circuit of The Americas and us. There shall be no oral or implied agreement between you and us, you and Circuit of The Americas, or you, us and Circuit of The Americas, that shall be binding or enforceable. By visiting or using the Site, you expressly agree to these Terms, as may be updated from time to time.

We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on the Site. The "Last Updated" date above will tell you when these Terms were last revised. By continuing to use this Site after that date, you agree to the changes.

COVID-19 WARNING:

An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after the event, however caused or contracted, and voluntarily waive all claims and potential claims against Ticketmaster, Live Nation, Event Providers, and their affiliated companies relating to such risks.

Please note that while some of the events listed on the Site may appeal to children, the Site is not targeted at children under the age of 13, and they are not permitted to use the Site. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the Site, you affirm you are at least 13 years old.

Purchase Policy

Balls, pucks, and other objects may fly into the spectator area during an event. Despite spectator shielding, injury can occur. Stay alert at all times before, during and after play or performance. If struck, immediately ask an usher for directions to a medical station. You voluntarily assume all risks and danger incidental to the event for which the ticket is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against us, management, facilities, leagues, artists, other participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any accompanying minor. You bear all risks of inclement weather. Event date and time are subject to change. See the Limitation of Liability section in the [Terms of Use](#) for additional limits on our liability.

You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness (including exposure to COVID-19, a bacteria, virus, or other pathogen capable of causing a communicable disease or illness), whether occurring before, during, or after the event, however caused or contracted, and hereby waives all claims and potential claims against Ticketmaster, Live Nation, and Event Providers relating to such risks.

Account Registration

You will be required to register for an account to use the Site. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account username and password are personal to you. You will be responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through your account. You may not transfer or sell access to your account. We will not be liable for any harm related to disclosure of your username or password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. We may refuse registration, cancel an account or deny access to the Site for any reason.

Code of Conduct

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about Site users;

Ownership of Content and Grant of Conditional License

The Site and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that reside or are viewable or otherwise discoverable on the Site, and all tickets obtained from the Site, (collectively, the "Content") are owned by us, Circuit of The Americas or our licensors. We own a copyright and, in many instances, patents and other intellectual property in the Site and Content. We may change the Content and features of the Site at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sublicensable license to view this Site and its Content as permitted by these Terms only if, as a condition precedent, you agree that you will not:

- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- Link to any portion of the Site other than the URL assigned to the home page of the Site;
- "Frame" or "mirror" any part of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Content;
- Remove any copyright, trademark or other proprietary rights notices contained on the Site;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Content or the Site, including with respect to any CAPTCHA displayed on the Site. Operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time and require removal of archived materials gathered in the past;
- Use any automated software or computer system to search for, reserve, buy or otherwise obtain tickets or any other items available on the Site, including sending information from your computer to another computer where such software or system is active;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Reproduce, modify, display, publicly perform, distribute or create derivative works of the Site or the Content;
- Reproduce or scan tickets in a format or medium different from that provided by the Site;
- Decode, decrypt, modify, or reverse engineer any tickets or underlying algorithms or barcodes used on or in production of tickets or the Site;
- You may not attempt to conceal your identity by using multiple Internet Protocol addresses or email addresses, or by any other means, to conduct transactions on the Site;
- Use the Site or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

This license is expressly conditioned on your preexisting agreement to comply with, and your actual compliance with, each of the provisions described in this Ownership of Content and Grant of Conditional License section. This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Site or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative

versions of the Site and Content, and infringes our copyrights, trademarks, patents and other rights in the Site and Content. You will not acquire any ownership rights by using the Site or the Content.

The registered and unregistered trademarks, logos and service marks displayed on the Site are owned by us, Circuit of The Americas or our licensors. You may not use our or Circuit of The Americas trademarks, logos and service marks in any way without our prior written permission.

Links

The Site contains links to other websites that may not be owned or operated by us. The fact that we may link to those websites does not indicate any approval or endorsement of those websites. We have no control over those websites. We are not responsible for the content of those websites, or the privacy practices of those websites. We strongly encourage you to become familiar with the terms of use and practices of any linked website. Your use of other websites is at your own risk and is subject to the terms of those websites. It is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

Access from Outside the United States

The Site is directed to people residing in the United States. We do not represent that Content available on or through the Site is appropriate or available in other locations. We may limit the availability of the Site or any service or product described on the Site to any person or geographic area at any time. If you choose to access the Site from outside the United States, you do so at your own risk.

Purchasing Tickets

The Advanced Services offer you the ability to purchase tickets from individuals and businesses that hold tickets purchased from Circuit of The Americas. These individuals and businesses are the sellers of the tickets, not us or Circuit of The Americas. Although we or Circuit of The Americas may process your payment, or may be the name that you see on your credit card statement, neither we nor Circuit of The Americas is the seller of the ticket. When you purchase a ticket from a third party via the Advanced Services, the original ticket will automatically be cancelled and invalidated, your credit card will be charged the ticket price and all applicable fees, and you will be issued a new ticket. You will not be able to obtain a refund or exchange after a ticket has been purchased, unless required by law or otherwise permitted by Circuit of The Americas.

Circuit of The Americas may require you to pay a fee, to be a season ticket holder, to be on the waiting list to be a season ticket holder or to comply with a registration or other requirement, in order to view listings of, or to purchase, some or all of the tickets posted for sale. We and Circuit of The Americas make no warranty or guarantee about the quantity or quality of tickets that will be available for purchase if you pay such a fee, are a season ticket holder, are on the waiting list to be a season ticket holder or comply with registration or other requirements. Please see Circuit of The Americas website for further restrictions. Orders are processed only after a billing address, and other billing information, has been verified.

Occasionally, we receive incorrect billing or credit card account information for a ticket order that can delay processing and delivery. In these cases, we will attempt to contact you, using the information provided at the time of purchase. If we are unable to reach you after our initial attempt, we may cancel your order and may sell your tickets to another customer without further notice.

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be

responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

Seat views displayed on the Site may not be an exact representation.

Opening acts or guests may sometimes tour with headlining performers. We are not always made aware of opening acts or the length of their performances. Opening acts, as well as festival performers, are subject to change or cancellation at any time without notice. No refund will be owed if an opening act or festival performer is changed or canceled.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not contact us to seek a refund or exchange from us when we are prohibited from providing one by its clients, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets from the Site. Should you do so, your tickets may be canceled, and we may, in its sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision from using the Site.

If we issue you a refund for a ticket due to a canceled or postponed event, we will issue a refund of the ticket price paid and all service fees. In no event will delivery charges or any other amounts be refunded. If a refund is issued, it will be issued using the same method of payment that was used to purchase the tickets. We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or postponed event.

Circuit of The Americas reserves the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language or who fails to comply with Circuit of The Americas rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to us and the Event Provider(s) to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after play or performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

We are not responsible for providing transportation or reimbursement of travel-related expenses under any circumstances unless those items are specifically included as part of a package. We are not responsible for any delay causing you to arrive late or miss your event for any reason. If our actions result in you missing your event, we will not be liable for more than your total purchase price. We are not responsible for the conditions or the actions of the crowd at any event or for any changes made at the venue including without limitation seating arrangements, stage set-up or venue conditions.

Balls, pucks, and other objects may fly into the spectator area during an event. Despite spectator shielding, injury can occur. Stay alert at all times before, during and after play or performance. If struck, immediately ask an usher for directions to a medical station. You voluntarily assume all risks and danger

incidental to the event for which the ticket is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against us, management, facilities, leagues, artists, other participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any accompanying minor. You bear all risks of inclement weather. Event date and time are subject to change.

You and your belongings may be searched on entry to the event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

Unlawful resale (or attempted resale), counterfeit or copy of tickets is grounds for seizure and cancellation without compensation. Certain maximum resale premiums and restrictions may apply in some states and we cannot be responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws.

Tickets may not be used for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by us.

Posting Tickets for Sale

If you use the Advanced Services to sell a ticket, you will be the ticket's seller, not us or Circuit of The Americas. We and Circuit of The Americas are only providing certain services that will facilitate your sale.

Unlawful resale (or attempted resale), counterfeit or copy of tickets is grounds for seizure and cancellation without compensation. Certain maximum resale premiums and restrictions may apply in some states and we cannot be responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws, rules and regulations when listing your tickets on any resale platform owned or controlled by us.

Before posting a ticket for sale via the Advanced Services, please consult the website through which you will be posting your ticket for sale, which detail the prices at which you may post tickets for sale via the Advanced Services, the amounts that will be deducted, retained or charged from or over the sale price, the amounts that will be credited or remitted to you, the method by which you will receive such credit or remission and other terms applicable to the posting, sale and funds collection, retention, deduction and payment or crediting processes. Once a ticket has been ordered by a potential purchaser, you will not be able to modify or cancel your posting of that ticket, or to stop that ticket's sale, even though title to that ticket may not pass to the purchaser until a later time. We or Circuit of The Americas will collect funds from the purchaser, and Circuit of The Americas will transmit to you a credit or payment as described elsewhere in these Terms.

By posting a ticket using the Advanced Services, you authorize us and Circuit of The Americas, upon purchase of the ticket by another person through the Advanced Services, to cancel and invalidate your right to use or convey the ticket, and you acknowledge that the posted ticket will thereafter be invalid for entry to the applicable event by you or anyone other than the person who acquires that ticket via the Advanced Services (or any person lawfully receiving the ticket from such acquirer). Circuit of The Americas will be responsible for all payments and credits to you, you will solely hold Circuit of The Americas responsible for such payment or credit and neither we nor any other person or organization will be liable therefor.

Please note that not all members of the public may be able to purchase, or view listings for, tickets that you post for sale, as Circuit of The Americas may require potential purchasers to pay a fee, be a season ticket holder, be on the waiting list to be a season ticket holder or comply with a registration or other requirement, in order to view listings of, or to purchase, some or all of the tickets posted for sale. You will not be entitled to receive any part of any payment made in connection with having access to ticket listings or ticket purchase capabilities, or in connection with wait list or season ticket holder status. You agree that you will not sell, convey, give away, forward, otherwise distribute, try to use or take any action that directly or indirectly allows to be cancelled or invalidated: (a) any ticket before or during any time that it is posted for sale via the Advanced Services, (b) any sold, forwarded or otherwise cancelled or invalidated tickets, or (c) any ticket that you have already sold, conveyed, forwarded or otherwise distributed to another.

If an event for which you sell a ticket via the Advanced Services is cancelled, then you will be obligated to return, within five days of notice by Circuit of The Americas, the difference between the amount of payments you collected in connection with such sale and the amount of money that Circuit of The Americas would have refunded to you had you still been the holder of (i.e., as if you had not yet sold) such ticket when the event was cancelled. In such a case, if you did not receive a payment from Circuit of The Americas but instead received a credit, then the credit will be reduced so that it instead equals the amount of money that Circuit of The Americas would have refunded to you had you still been the holder of such ticket when the event was cancelled. If an event for which you sell a ticket via the Advanced Services is postponed and the purchaser of such ticket is given a refund of the amount that that purchaser has paid, then you will be obligated to return, within five days of notice by Circuit of The Americas, all of the payments you collected in connection with such sale, but Circuit of The Americas will return the ticket to you that you sold so that you can then use it to attend the event. In such a case, if you did not receive a payment from Circuit of The Americas but instead received a credit, then the credit will be entirely reversed (so that you will no longer have a credit), but Circuit of The Americas will return the ticket to you that you sold so that you can then use it to attend the event. Any failure by you to pay any amounts owed under this paragraph within such five days will constitute a material breach of these Terms.

The following applies only to resale tickets to Illinois events: If you purchase resale tickets to an event located in Illinois, you will receive a refund of the amount you paid for that resale ticket if (a) the ticketed event is canceled (in which case you will not receive a refund of any delivery fees), (b) that ticket does not allow you to enter the ticketed event for reasons that may include, without limitation, that the ticket is counterfeit or that the ticket has been canceled by the issuer due to non-payment, unless the ticket is canceled due to an act or omission by you, (c) that ticket fails to conform to its listing description, or (d) you failed to receive that ticket.

The following applies only to resale tickets to New York events: If you purchase a resale ticket to an event located in New York, you will receive a refund of the amount you paid for that resale ticket if: (a) the ticketed event is canceled (in which case you will not receive a refund of any order processing and delivery fees); (b) that ticket does not allow you to enter the ticketed event, unless the ticket is canceled due to an act or omission by you; or (c) that ticket fails to conform to its listing description unless you have pre-approved a substitution of tickets.

Sold Tickets

Before we can pay you, we will need to collect your taxpayer information in accordance with applicable laws. Ticketmaster is generally required to file a Form 1099-K report with the IRS if the gross amount of

your transactions on our marketplaces is \$600 or more in a calendar year. Ticketmaster will generally provide you a copy of the Form 1099-K by January 31 of the following year. Many states may also require Ticketmaster to report when you have made at least \$600 in transactions on our marketplaces, although some states may require reporting based on different thresholds. When required, Ticketmaster will generally provide you a copy of any state forms. For more information, please go to our [FAQ page 1099-K Form: Answer to Some Common Questions](#).

Other Purchases and Services

You may be able to access Advanced Services to:

- purchase or renew season tickets
- register for season ticket waiting lists
- purchase rights of refusal for post season event tickets
- purchase additional suite seats
- purchase parking
- purchase ticket packages or single event tickets
- pay ticket or waiting list deposits
- engage in other activities

If you elect to engage in any such transaction, then additional terms may apply. Please consult Circuit of The Americas for additional terms and requirements.

Group Tickets

Circuit of The Americas may allow a designated person ("Group Manager") to distribute group tickets. If you are in the group ticket distribution, the Group Manager will send you an email to retrieve print-at-home tickets. You will be responsible for printing out and using your tickets. Either you or the Group Manager will be responsible for paying for the tickets, as applicable. If the Group Manager pays for a ticket, then the Group Manager may cancel ticket distribution at any time, even after you have already retrieved your ticket, in which case you will not be able to use it to attend the event. If you are responsible for paying for a ticket, then the Group Manager may only cancel ticket distribution before you pay for the ticket; once you pay for a ticket the Group Manager will not be able to cancel it. You will not be able to obtain a refund or exchange after a ticket has been purchased, unless required by law or otherwise permitted by Circuit of The Americas.

Season Ticket Forwarding

The Advanced Services may permit you to forward your season tickets to another person. You can send an email invitation with a link to transfer your tickets and if the recipient accepts your offer, the tickets will be placed into the recipient's Ticketmaster account. Once the recipient accepts your offer, you will not be able to cancel the tickets.

Tickets forwarded using the Advanced Services are subject to the ticket authentication and delivery fees as disclosed to you by us or Circuit of The Americas. You may be required to provide your credit card number and other information in order to pay such fees, which will be processed or collected by us or Circuit of The Americas. Such fees are not refundable under any circumstances.

If Circuit of The Americas offers a program that allows you to forward your tickets to a charity, you should read the rules posted relating to such program on Circuit of The Americas website. You should not assume that you will receive a tax deduction for forwarding tickets to a charity or any documents that can be used to support a tax deduction.

Violation of these Terms

We may investigate any violation of these Terms, including unauthorized use of the Site. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. We may take legal action that we feel is appropriate. You agree that monetary damages may not provide us a sufficient remedy and that we may pursue injunctive or other relief for your violation of these Terms. If we determine that you have violated these Terms or the law, or for any other reason or for no reason, we may cancel your account and prevent you from accessing the Site at any time without notice to you. If that happens, you may no longer use the Site or any Content. You will still be bound by your obligations under these Terms.

You agree that we will not be liable to you or any third party for termination of your access to the Site or to your account or any related information, and we will not be required to make the Site or your account or any related information available to you. If you violate these Terms, your transactions, distributions, deliveries, credit authorizations, payments, payment receipts, registrations, log-ins, ticket forwards, ticket postings, ticket sales, ticket purchases, ticket forwarding receptions, ticket orders, group management or participating or ticket management (any of the foregoing, or any other activities or transactions for which you use the Advanced Services, each an "Activity"), or season, package, group or other tickets, may be cancelled, set-offs and debits may be taken against your accounts and credits and payments that would otherwise be owed to you, and we may exercise any other remedy available to us.

Disclaimer of Warranties

WE PROVIDE THE SITE AND THE CONTENT TO YOU "AS IS" AND "AS AVAILABLE". WE TRY TO KEEP THE SITE UP, BUG-FREE AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND TO THE EXTENT THAT APPLICABLE LAW PERMITS THE DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE SITE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE SITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Limitation of Liability

IN NO EVENT WILL WE OR Circuit of The Americas, SUPPLIERS, ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OTHER THAN OUT OF POCKET EXPENSES, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE CONTENT, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) ANY FAILURE OF ANOTHER USER OF THE SITE TO CONFORM TO THE CODES OF

CONDUCT, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (d) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE, (e) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT, OR (f) ANY LOST, STOLEN OR DAMAGED TICKETS, OR THE FAILURE OF A VENUE TO HONOR A TICKET. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE USE OF THE SITE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. OUR LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE PROVISIONS OF THIS PARAGRAPH WILL NOT APPLY TO THE EXTENT APPLICABLE LAW PERMITS THE RECOVERY OF DAMAGES, ATTORNEYS' FEES OR COSTS OTHERWISE PROHIBITED UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH THAT (A) PROHIBIT DAMAGES TO BE MULTIPLIED OR OTHERWISE INCREASED, (B) IMPOSE A DAMAGES LIMITATION OF THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS, AND (C) PROHIBIT THE RECOVERY OF ATTORNEYS' FEES AND COSTS, DO NOT APPLY IN CERTAIN STATES, INCLUDING WITHOUT LIMITATION NEW JERSEY, TO CLAIMS BROUGHT UNDER STATUTES PERMITTING SUCH RECOVERY.

Indemnification

If anyone brings a claim against us related to your use of the Site or the content, or your violation of these Terms, you agree to indemnify, defend and hold us and our affiliated companies, Circuit of The Americas, suppliers, advertisers and sponsors, and each of our officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

Disputes, Including Mandatory Arbitration and Class Action Waiver

Any dispute or claim relating in any way to your use of the Site, or to products or services sold or distributed by us or through us, will be resolved by binding arbitration rather than in court, with the following exceptions:

- You may assert claims in small claims court if your claims apply;
- If a claim involves the conditional license granted to you as described in the Ownership of Content and Grant of Conditional License section above, either of us may file a lawsuit in a federal or state court located within Los Angeles County, California, and we both consent to the jurisdiction of those courts for such purposes; and
- In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us (except for small-claims court actions) may be commenced only in a federal or state court located within Los Angeles County, California, and we both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in these Terms is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the



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interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect. This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: Live Nation Entertainment, Inc., 9348 Civic Center Drive, Beverly Hills, CA 90210, Attn: Legal. You may download the forms located at <https://www.jamsadr.com>. The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures or, if applicable, its Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules including its Consumer Arbitration Standards of Minimum Fairness. The JAMS Rules are available online at <https://www.jamsadr.com> or by calling (800) 352-5267. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous, but in no event will we pay for attorneys' fees. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You agree to waive any right to a jury trial or to participate in a class action.** If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute.

You agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible. However, if your dispute is regarding the re-sale of a ticket for any event located in Illinois, then these Terms will be governed and construed in accordance with the laws of Illinois, without regard to conflict or choice of law rules, and you consent to personal jurisdiction, and agree to bring all actions, exclusively in Chicago, Illinois. If you have an inquiry regarding a ticket re-sale transaction for any event located in Illinois, please contact us