

Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01➤ info@raceexperiences.com

**Tickets Purchase and Event Attendance Terms and Conditions** We aim to provide you with a simple and quick way to register or buy Tickets for the Formula 1 stc Saudi Arabian Grand Prix 2025. Saudi Automobile and Motorcycle Federation (SAMF/Promoter) is the event operator and main ticket distributor. The Reseller is an authorized Ticket reseller. Anyone who buys Tickets or uses a Ticket to enter into the Event thus accepts the below terms and conditions. Where a Customer purchases a Ticket for use by another individual, the Customer shall ensure that the Ticket user is aware of the Terms and Conditions and shall procure that such Ticket user accepts and complies with these Terms and Conditions. SAMF reserves the right to make amendments to these Terms and Conditions from time to time where it has a valid reason to do so (including, without limitation, a change in the operational, security or health and safety requirements of SAMF and/or Venue). Any material changes will be notified to you by SAMF via the email address you provided at the time you purchased your tickets.

#### 1. Definitions:

"Customer(s)" refers to any individual or organisation that purchases, attempts to purchase or uses any of the Tickets.

"Event" refers to the Formula 1 stc Saudi Arabian Grand Prix 2025.

**"FIA"** means the Fédération Internationale de l'Automobile or any employee, representative, agent, or contractor acting on the FIA's behalf.

"FOWC" means Formula One World Championship Limited.

**"SAMF/ Promoter"** means Saudi Automobile and Motorcycle Federation who is the promoter of the Event. **"Services"** means the services provided by SAMF in relation to the Event, which may include but are not limited to services such as the advertising and promotion of the Event on the Website and providing an online portal that enables customers to purchase Tickets to the Event.

**"Terms and Conditions**" means this document and any other documents incorporated by reference. **"Ticket(s)"** refers to any form of paid or free entry voucher, measurement method or printed ticket, voucher, entry permission, wristband or similar electronic form such as a unique barcode for the ticket, and a reference number containing information regarding the Ticket, where it was purchased or if permission has been given to enter the Event.

"Venue" means the entire premises at which the Event will take place.

**"Website(s)"** refers to sales via the internet portal <u>https://saudiarabiangp.com</u> or any of the other websites or areas SAMF offers for the sale of Tickets including all web pages and sub-domains, whether it is accessed via personal computers, laptop, tablet, mobile phones or any other device capable of accessing information now available or to be created in the future.

### 2. Ticket purchase policy

- Tickets purchased on the Website or Venue sales points are refundable only in the specific circumstances as described below in the refund policy.
- No Ticket for the Event may be on-sold or offered for resale for any form of fee or reward without the prior written consent of SAMF and FOWC first being obtained and without complying with these Terms and Conditions in all respects.
- Tickets cannot be resold or transferred at a value greater than their original purchase price. If SAMF becomes aware of any Ticket sold for commercial gain at a price greater than the original purchase price, the Ticket will be cancelled by SAMF, will not be valid for entry and will not be refunded.
- Customers are strongly advised not to buy Tickets which have originally been sold via SAMF and then resold through secondary tickets websites (such as online ticket store, Viagogo, Getmein,



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

Stubhub or similar websites) or sell them online from sites such as (eBay, haraj) as it is possible that the Ticket may be invalid or has been cancelled by SAMF.

- No Ticket for the Event may be used by any person for advertising, promotional or commercial purposes including without limitation, prizes, competitions, contests, sweepstakes or packaged with hospitality or other products without the prior written consent of FOWC and SAMF first being obtained. SAMF may require Customers to provide personal information to prove that they are the original buyer of the Ticket at the point of entry to the Event in an acceptable form such as: national identity card, driving license or passport. If the Customer buys more than one Ticket for the Event, all members of the party attending the Event should enter the Event at the same time as the Customer.
- Customers have a responsibility to protect their Tickets from loss or theft. SAMF and FOWC are not responsible for replacing lost or stolen Tickets. This applies to

digital Tickets (*e-Tickets*) as well as printed Tickets. In case the Customer's e-Tickets are copied or stolen (e.g., by email hack or by joint delivery of email address) and the e-Ticket is scanned by the Customer entering the Event, then the Customer will be denied entry as the e-Ticket will be cancelled at the time of first use. The Customer will not be refunded in this case and Customers are strongly advised to protect their e-Tickets with the same caution and care as they may protect a printed Ticket from theft.

 In most cases, the full price of the Ticket is paid at the time of purchase, and the Ticket is sent to the Customer by email shortly after the purchase has been completed. In the event of fraudulent payment using a lost or stolen credit/debit card or if a credit/debit card is used without the permission of the cardholder, SAMF has the right to cancel these Tickets without refunding the amount to the fraudster buyer.

# 3. Ticket usage policy and attendance at the event

- It is the Customer's responsibility to check whether there are any restrictions on access to the Event, such as age restrictions before purchasing the Ticket. Subject to Saudi Arabian consumer law, SAMF will not be responsible for refunding the Ticket if entry to the Event has been denied for any reason including, but not limited to, carrying dangerous materials, carrying materials with intent to sabotage, unruly actions or illegal behaviour resulting in denial of entry into the Venue.
- All Tickets are issued subject to Venue and Event rules and regulations. It is the Customer's responsibility to abide by these rules and regulations and to see the rules and regulations before purchasing or using a Ticket.
- In all cases, SAMF or Venue management have the right to enter the specific location and have the right to conduct a security inspection at any time to ensure safety and security at the Event.
- If SAMF, or the appointed security company ejects a Customer from an Event, the Customer is not entitled to recover the value of the Ticket under any circumstances.
- SAMF or the Venue management reserves the right to refuse admission to (or eject from) the Venue any person (a) not complying with these Terms and Conditions; (b) not in possession of a valid Ticket; (c) who is in possession of a Ticket which has been sold or used other than in compliance with these Terms and Conditions; or (d) on grounds of health, safety, security or maintaining good public order.
- The Event has a strict "no re-entry" policy, i.e., if the Customer leaves the Venue during the Event, they will not be allowed to return to the Venue using their original Ticket. It is the Customer's responsibility to see the return policy before entering. No refunds are issued to Customers who



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

leave the Venue during the Event and are refused to be re-admitted because of the no "re-entry" policy.

 SAMF has the right to confiscate items brought to the Event, including but not limited to food, beverages, video cameras, audio recording equipment, selfie sticks, non-hazardous and hazardous materials, potential weapons. SAMF will not be held liable and will not refund the Ticket price where (i) the Customer attempts to bring restricted items and due to the confiscation of such items, the Customer refuses to enter the Event; or (ii) where the Customer manages to bring a restricted item to the Venue and is subsequently ejected from the Venue due to the Customer refusing to hand over such items to Venue management. Furthermore, SAMF does not accept any liability for materials confiscated by the appointed security company.

# 4. Ticket delivery and receipt policy

- SAMF offers the Tickets through the APP or to be sent via email, which can be printed and used as a Ticket to enter the venue. For a small number of situations, the electronic E-Ticket issued by SAMF must be exchanged with a printed Ticket or a wristband issued by SAMF. Ticket collection booths for Ticket exchanges in such circumstances are usually close to the entrance to the Event. In such cases, SAMF requires the Customer to provide proof of any of the items listed below to exchange the electronic Tickets issued by SAMF to printed Tickets or wristbands:
  - 1. Digital or printed copy of the SAMF e-Ticket or Ticket number (mandatory in all cases)
  - 2. One of the following forms of identification (for checking purposes only SAMF will not take a copy or the required information):
    - 1. Valid identity information or a driver's license'
    - 2. Valid national identity information
    - 3. Valid passport information
- 2. E-Tickets purchased can be printed at any time from the "Calendar" section of the Customer's website account.

# 5. Refund Policy

SAMF sells Tickets and packages for the Event, and purchased Tickets can only be refunded, exchanged or transferred in the circumstances detailed below.

It is the Customer's responsibility to check whether there are any restrictions on access to the Event, such as age restrictions before purchasing the Ticket. Subject to any contrary provision under Saudi Arabian consumer law, SAMF will not be responsible or refund the purchase of Tickets if entry to the Event has been denied for any reason including, but not limited to, failure to meet age restrictions, possession of illegal substances or illegal conduct resulting in SAMF or the management of the place preventing entry.

• SAMF will not provide any refund to any Customer who has been denied entry to the Event or has been expelled from the Event for any reason.

Customers are eligible for a refund of their Tickets from SAMF within 30 days after the Event in any of the following cases only:

- If the Event is cancelled for any reason.
- Force majeure event- including but not limited- to weather conditions, earthquakes, fires, floods, death, war disobedience, strike or closure/failure of energy supplies, work from a government body or any other acts of force majeure unforeseeable within the control of SAMF.
- If the Event is postponed for any reason. In such case, the Customer shall be offered to use the original Ticket to attend the event on its new date.
- If the Venue changes to a location that is very different from the original planned venue.



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2–4, 9723 HM Groningen

↓ +31 50 205 78 01➤ info@raceexperiences.com

www.raceexperiences.com

SAMF will consider refund requests based solely on the above circumstances and specific documents or other evidence supporting any of these requests may be requested for verification.

If SAMF, at its discretion, accepts the refund request, the amount will be returned in the same way as the initial payment. If payment is made by credit or debit card, the same credit card used in the original purchase will be refunded.

SAMF does not guarantee that a session or day of the Event will take place at the date and time indicated on the Ticket. SAMF, the FIA and FOWC reserve the right to make changes to the timetable of the Event and there are no refunds if there are any changes to the timetable of the Event.

• The Customer is not entitled to refund if they do not comply with these Terms and Conditions. By purchasing through the Website or any retail outlet operating under the name SAMF, the customer agrees to this refund policy.

To request a refund based on the above circumstances, please contact SAMF by email at <u>tickets@saudimotorsport.com</u>. Please ensure to provide your booking number, Ticket numbers, email address, full name and phone number.

## 6. Responsibility

- You acknowledge that motor racing, the Event and certain activities associated with the Event (including without limitation support events) are dangerous and you agree to attend at your own risk.
- SAMF, sanctioning bodies, FIA, FOWC and its affiliates, including Formula One Management Limited, Formula One Licensing B.V., Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited, Formula Motorsport Limited, Formula One Marketing Limited, persons involved in the organisation of the Event (including officials, marshals, rescue and medical staff), the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies), are not responsible for any loss or damage howsoever caused to you or your property to the maximum extent permitted by the laws of Saudi Arabia (save that nothing in these conditions limits or excludes (a) liability for death or personal injury arising out of the negligence of any of the above mentioned parties, or (b) any damage incurred by way of fraud or fraudulent misrepresentation by any of the above mentioned parties).

### 7. Photography and Recording

- You must not make, create, store, record or transmit any kind of sound recording, visual footage or audio-visual footage (*Recording*), or store, record or transmit any information or other data, including official timing, results, performance, telemetry, weather or race control data (*Data*) of, at, or in relation to the Event. It is forbidden to take into the Venue any equipment that may enable you to do the aforementioned acts. Personal electronic devices (including still image cameras, mobile telephones and other handheld personal communications devices) are permitted within the Venue unless otherwise advised, provided that any Recording, Data and any image, including photographic images and any still pictures derived or capable of being derived from a Recording (*Image*) of the Event that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only.
- As a condition of entry to the Venue you agree that (a) the use of any such Recording, Data or Image for any form of public advertisement, display, commercial gain or for any other purpose (except for your private enjoyment) without the prior written consent of FOWC is strictly forbidden and will constitute a breach of these Terms and Conditions for which you may be liable; and (b)



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01➤ info@raceexperiences.com

on request by FOWC or SAMF, you shall assign to FOWC in writing the copyright and all other intellectual property in any Image or Recording that you create, make, store or record of, at or in relation to the Event; and (c) you consent to the use by FOWC (and by any third party authorized by FOWC from time to time) for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material) in any media worldwide, in perpetuity and on a royalty-free basis, and approved by FOWC of any still or moving picture images taken at the Event where such image includes any image of you, your voice or your likeness and you waive any and all of your personality and privacy rights to the extent necessary to permit such use.

# Hospitality Tickets Sale Terms and Conditions

# 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

The following definitions apply unless the context requires otherwise:

# 1. "Formula 1 STC Saudi Arabian Grand Prix 2025"

means the round of the FIA Formula 1 Championship that will take place in Jeddah,

**"Booking Form"** means an application for Tickets on a standard SAMF application form (or on such other document as may be acceptable to SAMF from time to time) available on such webpage as SAMF may notify the Client from time to time.

**"Caterer"** means any person or organization appointed by or approved by SAMF to provide catering, food, and beverage services for the Facility in respect of the Event.

"Championship" means the FIA Formula 1 World.

"Circuit" means Jeddah Cornish Circuit at which the Event is held including any and all areas, buildings, structures, facilities, services and fit out located within such circuit.

"Client" means the party named on the Order Confirmation (or such other person or organization as may be substituted for such party with the written consent of SAMF) and where the context so requires shall include any employee, representative, agent, or contractor acting on the Client's behalf.

**"Event"** means the Formula STC 1 Saudi Arabian Grand Prix or part thereof (including days on which practice, qualifying and any support races take place) at which Hospitality is available and to which the Ticket relates).

**"Event Period"** means in respect of Three-Day Tickets, such Opening Hours as SAMF advises the Client that the Facility is open and available to the Client on the Friday, Saturday, and Sunday of the Event. **"Facility"** means the area notified to the Client by SAMF as being the area in which Hospitality is provided (including any area in which any Restricted Access Tour takes place and any Parking Area) at the Event. **"Facility Regulations"** has the meaning as in Clause 9.3(b).

**"FIA"** means the Fédération Internationale de l'Automobile, place de la Concorde 8, 75008 Paris, France, or such other address as it may from time to time operate from or any employee, representative, agent, or contractor acting on the FIA's behalf.

**"Formula 1 Companies"** means FOHC,FOM, FOWC and their affiliates, each a "Formula 1 Company". **"FOWC**" means Formula One World Championship Limited (company number 04174493) of No. 2 St James's Market, London, England, SW1Y 4AH or such other address as it may from time to time operate, and/ or where the context requires shall include Formula One Management Limited (company number 01545332) of No. 2 St James's Market, London, England, SW1Y 4AH ("FOM"), a subsidiary of FOWC

**"Hospitality"** means the specific Paddock Club and Premium Hospitality products offered for sale by SAMF.



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

€ +31 50 205 78 01
 ■ info@raceexperiences.com

www.raceexperiences.com

**"Opening Hours"** means the hours of the relevant day of the Event during which the Facility is open to the Client as advised by SAMF from time to time.

"Order Confirmation" means a written confirmation by SAMF to the Client that the Booking Form has been received and accepted.

**"Parking Area"** means a dedicated parking area notified to the Client by SAMF at the Event for use by Clients who hold Parking Tickets.

"Parking Ticket(s)" means a parking ticket or sticker issued to a Client by SAMF permitting parking in an authorized Hospitality Parking Area.

"Restricted Access Tour" has the meaning given to it in Clause 4.3(a).

**"SAMF"** means The Saudi Automobile and Motorcycle Federation which is the governing body responsible for overseeing and regulating motorsport activities in Saudi Arabia, and the Promoter of the Event. This includes SAMF's subsidiary, the 98Saudi Motorsport Company, a company established to be the commercial arm to SAMF which incorporated according to the rules and regulations in force of the Kingdom of Saudi Arabia and registered in the city Riyadh Commercial Registration No. 1010741767 and its address: Riyadh Kingdom of Saudi Arabia, or such other address as it may from time to time operate.

**"Terms and Conditions"** means these SAMF standard terms and conditions, including the Privacy Policy set out in Clause 21.

**"Three Day Ticket(s)"** means a Ticket valid for the Opening Hours on the Friday, Saturday and Sunday of the Event.

**"Ticket(s)"** means a ticket, voucher or other form of pass issued by SAMF permitting access to the Facility during the Event Period.

**"eTicket(s)"** means a ticket, voucher or other form of pass issued by SAMF in electronic format permitting access to the Facility during the Event Period.

"Ticket Amount" means the amount that SAMF has received from a client for the sale of a Ticket.

**"Ticket Holder"** means a person authorized in accordance with Clause 6.2 to use a Ticket for the Facility and any other person bearing a Ticket.

**"Ticket Price"** means the price advised and confirmed by SAMF as being payable by the Client for a Ticket (including any and all applicable taxes (including but not limited to sales taxes, value added taxes and similar taxes) but excluding any handling, processing or delivery fee or postage or courier charges); "

**"Total Fee"** means the amount payable under these Terms and Conditions by the Client to SAMF, being the Ticket Price and any handling, processing or delivery fee or postage or courier charges; and

### 1.2 Interpretation

(a)Headings are for convenience only and do not affect interpretation.

(b)The singular includes the plural and conversely.

(c)A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing.

(d)Where there are two or more parties named as the Client, a reference to a right or obligation of the Client confers that right, or imposes that obligation, as the case may be, jointly and severally.

### 2.1 Binding Agreement

(a)If the Client has bought (or been issued with) any Ticket for any other person, the Client must bring these Terms and Conditions and any applicable Facility Regulations to the attention of such other Ticket Holders. The Client must ensure that any such Ticket Holder complies with these Terms and Conditions and the Facility Regulations. If the Client, or any such Ticket Holder, fails to comply with these Terms and Conditions or the Facility Regulations, the Client, or the Ticket Holder (as applicable) may be refused



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ▲ info@raceexperiences.com

admission to the Facility or removed from the Facility and/or the Circuit without refund or compensation. If there is any conflict or ambiguity between these Terms and Conditions and the Facility Regulations, these Terms and Conditions will prevail.

(b) These Terms and Conditions, any Booking Form and Order Confirmation and any applicable conditions of sale and Facility Regulations constitute the entire agreement between SAMF and the Client or the Ticket Holder (as applicable) for the purchase and/or use by the Client or use by the Ticket Holder (as applicable) of one or more Tickets and shall be deemed to have been accepted by the Client when the Client submits a Booking Form to SAMF and by the Ticket Holder when the Ticket Holder enters the Facility and/or uses a Ticket.

(c)By entering the Facility and/or using the Ticket, each Ticket Holder acknowledges and agrees that he or she has read and understood these Terms and Conditions and the Facility Regulations and agrees to adhere to these Terms and Conditions and the Facility Regulations (including all obligations imposed on the Client under these Terms and Conditions and the Facility Regulations).

## SAMF Reservation of Rights

(a) Notwithstanding anything elsewhere contained in these Terms and Conditions, SAMF reserves the right to determine whether or not any requests contained within a Booking Form (or otherwise) for Tickets are accepted.

(b) All Tickets are sold or provided subject to availability and to these Terms and Conditions, any conditions of sale and the Facility Regulations.

(c) SAMF reserves the right to refuse admission to (or remove from) the Facility any person: (i) not complying with these Terms and Conditions and the Facility Regulations; or (ii) who is in possession of a Ticket which has been sold or used other than in compliance with these Terms and Conditions and the Facility Regulations.

### **3.TICKETS AND PAYMENT**

# 3.1 Obtaining or purchasing Tickets

(a) All Tickets must be purchased or obtained directly from SAMF, its affiliates or its nominees or through an official Ticket provider authorized by SAMF. Any attempt to present a Ticket bought, acquired, or obtained from an unauthorized vendor may lead to refusal of admission to the Facility and the Event

# 3.2 Total Fee

(a) The Client shall pay to SAMF the Total Fee on or before such date(s) as SAMF notifies the Client on the Order Confirmation and/or on the relevant invoice and if so required by SAMF in the case of large bookings or bookings for private or shared suites, a non-refundable deposit of a minimum of 25% of the Total Fee ("Deposit") payable by such date as SAMF shall advise the Client and time shall be of the essence

(b) No withholding in respect of any taxes will be made from any payments made by the Client to SAMF under these Terms and Conditions, unless required by law. If any taxes are so required to be withheld from any sums paid or payable under these Terms and Conditions by or on behalf of the Client to SAMF, the Client undertakes to pay forthwith to SAMF such additional amount as will, after such withholding or deduction has been made, leave SAMF in the same position as it would have been in the absence of the requirement to make such withholding or deduction.

### 3.3 Issue of Tickets

(a) It is the Client's responsibility to check any Booking Form and Order Confirmation and to notify SAMF as soon as possible of any error contained therein. SAMF shall have no liability to the Client in the event of



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

any error on a Booking Form and shall not be obliged to refund or replace any Ticket which contains an error which derives from the relevant Booking Form

(b) It is the Client's responsibility to promptly inform SAMF of any change to the contact / billing address, telephone number, email address and any other information the Client provided on the Booking Form at the time of booking the Tickets

(c) SAMF shall be under no obligation to issue any Tickets or provide any other benefits in relation to the Facility until SAMF approves the Booking Form and, if applicable, has received the Total Fee (and/or, if relevant, the Deposit) in cleared funds no later than the date specified by SAMF and time shall be of the essence in this regard. If only part payment of the Total Fee is received by SAMF, SAMF may (exercisable in its absolute discretion) provide to the Client that number of Tickets which equates to the pro rata portion of the Total Fee received. The Client agrees that, notwithstanding the supply of fewer Tickets, the Client remains liable to SAMF for the balance of the Total Fee

(d) Subject to these Terms and Conditions and approval by SAMF of the Booking Form, SAMF agrees to issue to the Client the number of Tickets for which full payment of the Total Fee has been received. In the event that SAMF advises the Client that it is unable (or there is not sufficient space or availability) to provide the Client with the number of Tickets for which payment of the Total Fee has been made, SAMF shall, within 60 days of SAMF advising the Client, refund to the Client an amount equal to the Ticket Price paid by the Client for such number of the Tickets as SAMF does not provide and SAMF shall have no further liability or obligation towards the Client in respect of such Tickets.

(e) Tickets are initially sold as Three-Day Tickets only, but SAMF reserves the right to amend as required prior to the Event to sell different Tickets with a different format

### 3.4 Ticket Collection

SAMF reserves the right to nominate and notify the Client of the location where (and when) the Client can collect Tickets in respect of which SAMF has approved the Booking Form and, if applicable, full payment has been received by SAMF.

### 3.5 Additional Tickets Ordered During the Event

Additional requests for Tickets during the Event may be accepted by SAMF (in its absolute discretion) and subject to such conditions as SAMF may advise which may include immediate payment in a form and by such payment procedure as SAMF may advise

### 3.6 Cancellation

(a) SAMF may (in its absolute discretion) refuse to accept Booking Forms and/or cancel Ticket orders from anyone it believes intends to offer a Ticket for resale or contrary to these Terms and Conditions.

(b) Subject to Clause 11.2, no refunds will be given in the event of cancellation or postponement of part or all of the Event unless otherwise agreed by SAMF.

(c)Once the Booking Form has been submitted, no exchange or cancellation of any Ticket will be permitted, except as authorized by SAMF from time to time.

#### **4.USE OF FACILITY**

4.1Alterations to Facility/No Advertising or Promotions/No purchase of unauthorized merchandise

(a) Subject to Clause 4.1(b) no alterations or additions to either the Facility or any use of the Facility by any Client other than the use permitted by these Terms and Conditions will be allowed without the prior written consent of SAMF.

(b) Where the Client is permitted use of a dedicated area within the Facility (as determined by SAMF), the Client may, at its own cost, decorate or theme the inside of such dedicated area, provided that:



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ➤ info@raceexperiences.com

(1) no items displayed (including signage) are visible from the outside of such dedicated area unless the Client has obtained the prior written consent of SAMF; and

(2) the Client ensures that any and all references to the name of the Event (or to any other round of the Championship) that appear in or on any materials located inside (or accessible from) the Facility correctly refer to the full and official name of the Event (or the full and official name of any other round of the Championship as the case may be) and have been approved in writing in advance by SAMF.

(c)Unless otherwise agreed in writing between the Client and SAMF the Client is fully responsible and liable for transporting all decorating/theming materials and other property belonging to it and for any damage caused within the Facility by such materials or property.

(d)The Client is liable for and hereby agrees to indemnify and hold harmless SAMF from and against any claim, loss (including without limitation, indirect loss, consequential loss, or loss of profit), damage, cost, or expense (whether in tort, contract or otherwise) arising from or connected with the transport, installation, erection, display, use, safekeeping, dismantling or removal of such materials and property. The Client is liable for and must indemnify and hold harmless SAMF against any and all costs and expenses howsoever incurred in relation to any alterations or additions made by it or on its behalf.

(e)Except with SAMF's prior written consent or as otherwise provided for in Clause 4.1(b) the Client shall not undertake advertising or promotional activity at the Facility or the Circuit, including, without limitation the displaying of any corporate signage or corporate identification within or outside the Facility. (f)Purchasing merchandise from unauthorized vendors is strictly forbidden. No goods (including literature) of any nature may be offered free of charge, for sale or any form of reward by any person within the Facility or the Circuit except with the prior written consent of SAMF.

## 4.2 Nature and Location of the Facility/Grandstand Seats

(a)SAMF reserves the right to determine the nature and location of the Facility and any dedicated areas within the Facility in all respects including, without limitation, whether or not (and if so, any conditions upon which) SAMF may provide grandstand seating (if at all) and if grandstand seating is provided by SAMF (in its absolute discretion) the type and position of any grandstand seating so provided.
(b)Whilst at the Facility or the Circuit, the Client must keep to any designated areas as directed by SAMF (acting via its nominees or otherwise) or the promoter of the Event. The obstruction of gangways, access-

ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to stands, seats or areas for which the Client does not hold a ticket, is strictly forbidden.

### 4.3 Restricted Access Tours

(a)Subject to availability and the implementation of any respective health protocols in place at the time of the Event, SAMF (acting in its absolute discretion) may permit the Client to participate in a guided tour of certain restricted areas of the Circuit during the Event Period ("Restricted Access Tours"), the availability of which shall be notified by SAMF to the Client from time to time.

(b)SAMF reserves the right to require at any time that each Client wishing to participate in any Restricted Access Tour shall sign a waiver and release of liability form(s) as a condition of being granted access to the Restricted Access Tour.

# **5.NO USE OF TICKETS IN PROMOTIONS**

**5.1** The Client shall not, without the prior written consent of SAMF, use for any advertising, promotional or commercial purpose (including without limitation any prize, competition, contest, lottery, auction, premium, giveaway or sweepstake) in any media: **1**) any Tickets; **2**) the name of SAMF or any Formula 1 Company; **3**) the name of the Event; **4**) the name of any other round of the Championship (or any abbreviation or foreign language version thereof); **5**) any F1 or Formula 1 name or logo (including but not



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

limited to the "Formula 1 Paddock Club<sup>™</sup>" or the "Paddock Club<sup>™</sup>" name or logo) (or any abbreviation or foreign language version thereof); or **6)** the Facility.

**5.2** The Client shall not, without the prior written consent of SAMF, package or bundle any Ticket with any other hospitality, incentive, package, reward, benefit, product or offering of any kind.

**5.3** The Client shall not, without the prior written consent of SAMF, do any act or thing to imply or give the impression that: **1**) it or its activities are connected to or endorsed by SAMF, Formula 1 and its affiliates; or **2**) it is a title sponsor of or supplier to, or is in anyway associated or affiliated with or connected to, the Championship, the Event, the Facility or any Formula 1 Company.

### 6.NO ON-SELLING

**6.1** The Client shall not sell, offer to sell, on-sell, exchange for fee, reward or other valuable consideration, assign, sublet, encumber, license, sub-license, transfer, dispose of or otherwise deal with any of the rights, benefits or obligations contained in these Terms and Conditions nor sell or offer to sell any Ticket(s) to a third party without first obtaining the prior written consent of SAMF and which may include such conditions as SAMF thinks fit.

**6.2** Notwithstanding the provisions in Clause 6.1, Tickets may only be used by such persons as the Client notifies SAMF of in writing on the Booking Form and as accepted by SAMF or such persons otherwise approved by SAMF.

## 7.RESTRICTIONS ON USE OF NAMES AND LOGOS

7.1 The Client shall not use any of the expressions "Formula 1<sup>™</sup>", "Formula 1®", "F1®", "FIA Formula 1 World Championship<sup>™</sup>", "Formula 1 Paddock Club<sup>™</sup>", "Paddock Club<sup>™</sup>" "Saudi Arabian Grand Prix" or any trademarks (whether registered or unregistered) or logo(s) pertaining thereto or any other intellectual property right owned by Formula 1 or SAMF, SAMF's affiliates or by any third party except with the prior written consent of SAMF, Formula 1 or the relevant owner or licensee of such trade mark or other intellectual property right.

**7.2** Ownership, possession or use of a Ticket does not confer any rights (by implication or otherwise) on the Client to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket.

**7.3** The Client shall not use the name of the Event or part thereof (nor any abbreviation or foreign language version thereof) nor any logo or graphic device of or relating thereto for any commercial purpose whatsoever without the prior written consent of SAMF first being obtained.

### **8.CATERING**

**8.1** SAMF is exclusively entitled to procure or authorize the provision of all catering, food and beverage services for the Facility and may appoint the Caterer and such other persons as it thinks (in its absolute discretion) fit to provide such catering, food, and beverage services (or part thereof).

**8.2** Clients are permitted to eat such food and beverages as are provided in the Facility by the Caterer free of charge but are not permitted to bring food or beverages of any description into the Facility without the prior written consent of SAMF.

### CLIENT OBLIGATIONS AND ACKNOWLEDGEMENTS

### 9.1 Admission

A valid Ticket (and if required, photographic proof of identity and/or proof of age) must be produced to enter the Facility and must be retained by the Ticket Holder at all times during the Event Period. Removing any part of, altering, or defacing the Ticket may invalidate such Ticket and any holder of an altered or defaced Ticket may be refused entry to the Facility without any liability on the part of SAMF, its



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2–4, 9723 HM Groningen

↓ +31 50 205 78 01➤ info@raceexperiences.com

www.raceexperiences.com

affiliates or its nominees. Lost, forgotten, stolen, damaged, defaced, forged, destroyed, unreadable or incomplete Tickets will not be refunded or replaced without the consent of SAMF.

- SAMF reserves the right to alter seat, suite, or area allocations (if any) without prior notice. The Client is not guaranteed an uninterrupted and/or uninhibited view of the Event from the seat, suite or area provided, nor is any representation or warranty given as to the quality, content, or duration of the Event.
- 2. The Client may only re-enter the Facility during the Event Period at the discretion of SAMF. SAMF reserves the right to restrict re-admission or pass-outs of any kind to the Facility.
- 3. Every effort will be made to admit latecomers to the Facility however late admission to the Facility shall be at the sole discretion of SAMF.
- 4. No admission or re-admission to the Facility or the Circuit is permitted after the end of the Event Period.

# 9.2 Display of Tickets

Clients shall comply with all security arrangements and display in a clear and visible manner at all times on entry to and within the Facility and the Circuit, the correct Ticket (and if requested by SAMF wear a corresponding wristband at the Event) at all times upon entry to and whilst within the Facility and in any area of the Circuit where the Ticket permits access.

- Clients for Premium Hospitality shall keep with them a copy of their eTicket in either electronic or paper format across all Event days reflecting their order as per the Booking Form in order to secure entrance to their respective Facility. Access to the Facility will not be granted should the Client not be able to provide this eTicket.
- 2. Clients for Paddock Club are responsible for and are required to bring their Ticket across all Event days reflecting their order as per the Booking Form to secure entrance to their respective Facility. Access to the Facility will not be granted should the Client not be able to provide this Ticket.
- 3. It is the Client's responsibility to ensure that all relevant Tickets and eTickets ordered as specified on the Booking Form are brought to the circuit to guarantee admission to the Facility.
- 4. SAMF and/or its representatives reserve the right to refuse entry to the Facility to any Client or any other person who does not comply with the security arrangements or who is not displaying such Ticket and/ or is not wearing such wristband. SAMF and the Caterer each reserve the right to refuse service to a person who is not displaying such Ticket and/or is not wearing such wristband within the Facility.

# 9.3 Compliance with Directions

The Client shall comply with:

any security arrangements, directions or notices displayed or given by officers, employees, or agents of, or persons authorized by the FIA, Formula 1, SAMF or the promoter of the Event including, without limitation, notices, directions, or other requirements (including security checks) relating to access and security at the Event or in the Facility, medical matters, evacuation procedures or the conduct of the Client(s) at the Event or in the Facility; and

1. 1) the conditions of sale attaching to the Ticket;

2) the conditions of entry displayed at the entrances to the Facility and the Circuit (or elsewhere within the Circuit); and

**3)** any additional security, public order and safety conditions of entry to the Facility or the Circuit that may be issued by the operator of the Facility or promoter of the Event from time to time (2) and 3) together being the "Facility Regulations"); and all laws, regulations or requirements of any authorities



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

(including, without limitation, the FIA, FOWC, FOM, Formula One Marketing Limited ("FOML") and the promoter of the Event) having jurisdiction over the activities of SAMF, the Event and / or the use or occupancy of the Facility.

### 9.4 Clients under the age of 18

Any Client who is under 18 years of age must be accompanied and supervised at all times by an adult Ticket Holder, who shall take full responsibility for such Client under 18 years of age. Each person seeking admission to the Facility during the Event must have their own Ticket regardless of their age, with the exception of babes in arms.

 Children below the age of seven will only be admitted into the Facility if the parent/guardian of such children signs a letter of undertaking (in the form provided by SAMF) to indemnify SAMF in respect of any liability arising from their decision to bring such children into the Facility and to the Event. This letter can be obtained upon the Ticket Holder's admission to the Facility.

## 9.5 Client Acknowledgments and Liability

The Client acknowledges and accepts that:

motor racing, the Event and certain activities associated therewith (including, without limitation, support races and support events and activities) are dangerous and that some personal risk may be involved in attending the Facility and the Event and therefore attendance by a Client is entirely at its own risk.

- 1. the Client, to the fullest extent permitted by law hereby:
- 2. excludes, releases and forever discharges FIA, sanctioning bodies, SAMF, FOWC, FOM, FOML, Formula One Licensing B.V., Formula Motorsport Limited, Formula One Asset Management Limited and any of their affiliates, the sporting organizer, the relevant national sporting authority, the promoter of the Event and any other persons or organizations involved in the organization, conduct and promotion of the Facility or the Event (including officials, marshals, rescue and medical staff), the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies) (the "Indemnified Parties") from all liability for claims, loss (including, without limitation, any indirect loss, consequential loss or loss of profit), damage, injury, costs or expenses whether in tort, contract or otherwise arising from or connected with the Event or the Facility including without limitation any occurrence of fire or theft; and

indemnifies and holds harmless and agrees to keep indemnified and held harmless each of the Indemnified Parties against any such claims, loss (including any indirect loss, consequential loss, or loss of profit), damage, costs or expenses brought by, or arising from any act or omission by the Client, save that nothing in this Clause 9.5 or these Terms and Conditions limits or excludes liability for: **(A)** death or personal injury arising out of the negligence of any of the Indemnified Parties; or **(B)** any damage incurred by way of fraud or fraudulent misrepresentation, criminal act, or breach of statutory duty by any of the Indemnified Parties.

(c)without prejudice to Clause 9.5(d) or (e), it is a condition of admission to the Event and the Facility that each Client agrees that:

 notwithstanding Clause 9.5(c)(2), no Client shall make, create, store, record or transmit any kind of sound recording or audio, visual or audio-visual footage ("Recording") including photographic images and any still pictures derived or capable of being derived from a Recording ("Image") or store, record or transmit any information or other data, including official timing, results, performance, telemetry, weather or race control data ("Data") of, at or in relation to, the Facility



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2–4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ▲ info@raceexperiences.com

or the Event for any form of public advertisement, display, commercial gain or any other commercial purpose;

2. SAMF reserves the right not to allow personal electronic devices (including but not limited to still image cameras, mobile telephones and other personal communications devices) to be taken into or used at or within the Facility and if SAMF permits such personal electronic devices within the Facility, any Recording, Data or Image of, at or in relation to the Facility or the Event that is recorded, stored and/or created thereon may be used for personal, private and non-commercial purposes only (which does not include use in social media);

no Client shall use any Ticket or any Recording, Data or Image of, at or in relation to, the Facility or the Event or behave in any way which: (i) is likely to bring SAMF or any Formula 1 Company, the FIA, the Championship (or any of its officials and participants) into disrepute; (ii) is defamatory of any person or organization; (iii) is offensive in any manner; or (iv) is in contravention of any applicable laws; SAMF reserves the right to confiscate or destroy any Recording, Image or Data which is in contravention of these Terms and Conditions or the Facility Regulations and any device on or from which such

Recording, Image or Data was made, stored, recorded or transmitted without any liability to the Client or owner or holder of such device.

upon the request of SAMF, FOWC or FOM, the Client shall assign to FOWC in writing the copyright and all other intellectual property rights in any Image or Recording at, of or in relation to, the Facility or the Event that is created and/or recorded by the Client; and

(d)by purchasing or using a Ticket and/or by entering the Facility or attending the Event each Client: (1) consents to the use by SAMF, FOML, FOWC, FOM (and by any third party approved by SAMF, FOML, FOWC or FOM) for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material) in any media worldwide (in perpetuity and on a royalty-free basis) and approved by SAMF or FOWC, of any still or moving image or audio or visual recording taken at the Event or in the Facility, where such image or recording includes any image, voice, likeness or image of the Client;

(2) waives its personality, privacy, moral and image rights to the extent necessary to permit such use; and (3) waives its personality, privacy, moral and image rights to the extent necessary to permit such use; and (e) the Client hereby grants to SAMF and its affiliates the right (exercisable in its absolute discretion) to reproduce and use the name and/or logo of any Client on signboards (or other advertising devices) located within or around the Facility or the Circuit during the Event Period and in any advertising and promotional material relating to the Facility or the Event and the Client waives all moral and personality rights in relation to such use by SAMF and its affiliates (on a royalty-free basis, in perpetuity and on a worldwide basis); and

(f) the Client unconditionally and irrevocably constitutes and appoints SAMF as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign any rights in or to any Recording or Image referred to in Clause 9.5(c), (d) or (e) above, to give effect to the same.

# 9.6 Liability for loss or damage to property

The Client acknowledges and accepts that:

any property brought into the Facility or the Circuit by the Client shall be at its own risk; and

 SAMF and its affiliates shall not be responsible for any loss of or damage, howsoever caused (including without limitation any loss or damage caused by fire or theft), to any property of the Client or any property within the possession of the Client which is lost or damaged within the Facility or the Circuit.



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

### 9.7 Additional Security and Safety Precautions

For reasons of security and safety, SAMF (acting via its nominees or otherwise) reserves the right to search any person or inspect any bag or other item which any person wishes to bring in to or remove from the Facility, whether before, during or after the Event.

- For the security of Ticket Holders whilst at the Facility, CCTV cameras may be used at the Facility. The Client consents to any footage that may be taken of the Client for general security measures. The Client consents that SAMF (acting via its nominees or otherwise) may use or pass to the police any recordings from CCTV footage for use in any proceedings.
- 2. The Client may be exposed to loud noises at the Event. The Client and any of its guests, particularly children, are advised to wear hearing protection during motor racing and music concerts (if any).
- 3. The following articles must not be brought within the Facility: knives, bladed items, firearms, ammunition, fireworks, drones, smoke canisters, air- horns/claxons/vuvuzelas or any similar item, flares, weapons, dangerous or hazardous items, selfie-sticks, bicycles/roller-skates/skateboards/scooters/prams or any similar item, phone jammers, radio scanners, walkie-talkies, laser devices, illegal substances, bottles, glass vessels, any article that might be used as a weapon and/or compromise public safety and/or sabotage or damage property or any item including protest (of a political, religious or other nature) or offensive slogans or messages. Any person in possession of such items will be refused entry to the Facility. SAMF (acting via its nominees or otherwise) reserves the right to confiscate any item which, in the reasonable opinion of SAMF or its nominees, may cause danger or disruption to others, the Event or the Facility and shall have no obligation to return such item to the Client or the owner or holder of such item and no liability in respect of such item.
- 4. The Client shall not install or use any electrical or electronic equipment or apparatus within the Facility so as to interfere with radio or television reception, telecommunications transmission, electrical or electronic apparatus or equipment or the operation of any other equipment in the Facility.

### 9.8 Right to refuse Entry

SAMF (or any person operating the Facility or any aspect of the Facility for SAMF) may refuse entry to the Facility to a Client or remove a Client from the Facility (without refund) where SAMF (or such person) regards it as necessary or appropriate to do so on grounds of health, safety, security or public order or where SAMF or such person believes that the admission or continued presence of that Client would be materially prejudicial to any other person's enjoyment of the Facility.

1. Where a Client in possession of a valid Ticket is refused entry to or removed from the Facility under this Clause 9.8, SAMF may (in its absolute discretion) issue a partial or full refund of the Ticket Amount in respect of the relevant Ticket to the Client (but has no obligation to do so), and in either case neither SAMF nor any person operating the Facility or any aspect of the Facility shall have any obligation to the Client in respect of the Client's use or non- use of the Facility on the day in question.

#### 9.9 Smoking

At the Event SAMF may, subject to applicable laws, designate one or more areas within the Facility at the Event as a smoking area, which will be clearly marked as such. Smoking is not permitted anywhere in the Facility outside of a designated smoking area. Vaping shall only be permissible within the Facility at such



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

↓ +31 50 205 78 01➤ info@raceexperiences.com

Events (and in such areas) as SAMF expressly approves from time to time (and which shall be notified to Ticket Holders at each relevant Event).

# 10. COMPLIANCE WITH ANTI-CORRUPTION LAWS AND SANCTIONS

The Ticket Holder warrants and undertakes to SAMF that, as of the date of the Event and continuing until the conclusion of the Event Period, they are not subject to any sanctions imposed by the governments of the Kingdom of Saudi Arabia and United States, United Kingdom, or European Union. Additionally, the Ticket Holder confirms that they are not under investigation by the government of the Kingdom of Saudi Arabia, the United States, the United Kingdom, or the European Union, or by any governmental agency or authority of these jurisdictions in relation to fraud, money laundering, bribery, or corruption. **11.BREACH** 

# 11.1Default

If a Client commits any breach of these Terms and Conditions or any applicable Facility Regulations, then on the giving of notice by SAMF to the Client at any time after the occurrence of such breach: SAMF will have the right to remove that Client from the Facility and the Circuit without incurring any liability to the Client.

- 1. that Client shall be deemed to have forfeited its rights but not its obligations under these Terms and Conditions and the Facility Regulations.
- 2. SAMF will be free to cancel or re-sell any Ticket(s) held by the Client who is in default.
- 3. SAMF shall be entitled to demand that the Client unconditionally and irrevocably constitutes and appoints SAMF as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign its rights, benefits, and entitlements; and
- 4. the forfeit of any monies pursuant to Clause 11.1(b) shall not preclude any other rights which SAMF may have under these Terms and Conditions or the Facility Regulations.

# 11.2 Refund of Monies to Client

SAMF reserves the right to make alterations to the time, date, duration and programme of the Event, the Opening Hours or Event Period, Facility, catering or hospitality or any other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation) force majeure, safety and security concerns or decisions from any competent authority. In the event of such alteration, SAMF will not be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in Clause 11.2(c) or (d).

1. It is the Client's responsibility to ascertain whether the Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event or whether any of the Opening Hours, Event Period or Facility has changed and the revised Opening Hours, Event Period or Facility. Where the Event is cancelled or rescheduled or the Facility or Event Period has changed, SAMF will use its reasonable endeavors to notify the Client using the details provided to SAMF on the Booking Form. SAMF cannot guarantee that the Client will be informed of such cancellation or change before the date of the Event.

(c)If Client has purchased the Ticket and is using the Ticket for personal use:

(1) if the Facility is not open during the entirety of the relevant Event Period and there is no motor racing during the entirety of the relevant Event Period, the Client shall be entitled to either: (a) subject to availability, a replacement ticket of equivalent financial value, giving access to the Facility on the date to which the Event has been postponed or at the subsequent Formula 1 STC Saudi Arabian Grand Prix. 2025, or (b) a full refund for the Ticket Amount in respect of the relevant Ticket, provided that the Client applies for such replacement ticket/refund in accordance with Clause 11.2(h).



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

(2) if the Facility is open during the entirety or any part of the relevant Event Period but there is no motor racing during the relevant Event Period, the Client shall be entitled to a refund equal to 50% of the Ticket Amount in respect of the relevant Ticket, provided that the Client applies for such refund in accordance with Clause 11.2(h); and

(d)If Client has purchased the Ticket and is using the Ticket in the course of business and: 1) the Facility is not open during the entirety of the relevant Event Period; and 2) there is no motor racing during the entirety of the relevant Event Period; and 3) as a consequence, the Client does not use or receive any benefit whatsoever from the Facility and services contemplated by these Terms and Conditions during that Event Period, the Client shall be entitled to either: (a) subject to availability, a replacement ticket of equivalent financial value, giving access to the Facility on the date to which the Event has been postponed or for the Formula 1 STC Saudi Arabian Grand Prix 2025, or (b) a full refund for the Ticket Amount in respect of the relevant Ticket, provided that the Client applies for such replacement ticket/refund in accordance with Clause 11.2(h).

(e)For the avoidance of doubt, no Client (whether such Client has purchased and is using the Ticket for personal or business use) shall be entitled to any refund, replacement ticket or other compensation in the event of any alteration to the time of day, duration or programme of the Event, the Opening Hours or Event Period, Facility, catering or hospitality or any other details governed by any Ticket, save as set out in Clause 11.2(c) and (d).

(f)Client shall not be entitled to a refund of any fees or charges paid in addition to the Ticket Amount (for example, any handling, processing or delivery fee or postage or courier charges or any travel or accommodation costs) except where required by law. No interest or costs will be payable in respect of any monies refunded.

(g)Subject to Clause 11.2(c) and (d) above and without prejudice to any liability of SAMF for death or personal injury caused by SAMF's negligence or to any liability of SAMF caused by its fraudulence or fraudulent misrepresentation, criminal act or breach of statutory duty, neither SAMF nor any of the other Formula 1 Companies shall have any further liability or obligation to the Client as a result of the Facility not being open or no motor car racing being held and the Formula 1 Companies shall be released and discharged by the Client from all claims and damages of any kind.

(h)Client must request any refund or alternative tickets to be issued in accordance with Clause 11.2(c) and (d) by making a written request to the person from whom the Client purchased the Ticket (whether such person is SAMF, its affiliate or its nominee or an official Ticket provider authorized by SAMF, each being a "Ticket Seller"), in each case by no later than 30 days following the end of the Event Period. Client must then: 1) complete the form provided by such Ticket Seller to claim such refund/replacement ticket; and 2) provide such Ticket Seller with such reasonable evidence of Client's purchase of the Ticket(s) as such Ticket Seller may request. The Ticket Seller shall issue the relevant refund or replacement tickets, as relevant, within a reasonable period of receiving such completed forms and any requested proof of purchase.

### **12. PARKING**

**12.1** For the Event, Parking Tickets are issued by SAMF (in its absolute discretion). SAMF reserves the right to restrict and refuse entry to the Parking Area to any person not holding a Parking Ticket. Parking Tickets do not permit the parking of motor homes or caravans in the Parking Area. Motorbikes also require a Parking Ticket.



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01➤ info@raceexperiences.com

**12.2** Unless otherwise agreed between SAMF and the Client, Parking Tickets will be allocated for Paddock Club on the basis of a ratio of 1 Parking Ticket per 1 Paddock Club tickets purchased. For Premium

Hospitality, the ratio will be 1 Parking Ticket per 2 Premium Hospitality tickets purchased.

**12.3** Subject to prevailing weather conditions, the Parking Area will be open during the Friday, Saturday and Sunday of the Event unless otherwise determined by SAMF.

**12.4** Parking Tickets are issued by SAMF (in its absolute discretion) on such conditions and in such ratio to Tickets as SAMF may determine from time to time.

**12.5** Additional charges as SAMF may determine (in its absolute discretion) from time to time will apply in respect of any Parking Tickets approved by SAMF in addition to such ratio.

**12.6** Tickets or passes issued by SAMF and marked "Chauffeur" pass are not transferable and are issued by SAMF (in its absolute discretion) to holders of Parking Tickets. The holder of a Chauffeur pass is entitled to access the Parking Area by vehicle only when driving a vehicle displaying a valid Parking Ticket. The Chauffeur pass only entitles the holder to stay within or in the vicinity of his/her vehicle within the Parking Area during the opening hours of the Event for the relevant day.

### 13.DRESS/ETIQUETTE/NO PETS

**13.1** SAMF reserves the right to refuse or restrict entry to the Facility, and may request the departure from the Facility, of any person SAMF deems to be dressed or behaving inappropriately or under the influence of alcohol or illegal substances or not complying with these Terms and Conditions or any applicable Facility Regulations.

**13.2** No animals are permitted within the Facility (although it may be possible for SAMF to make special exceptions for any person that requires an assistance animal, such as a guide dog, for health and safety reasons in order to attend the Event).

#### 14. AMENDMENT/CONSENTS

SAMF reserves the right to make non-material changes (to reflect operational, security or health and safety requirements of SAMF from time to time) to these Terms and Conditions and any applicable Facility Regulations from time to time. Any material changes shall be agreed between the parties in writing **15.NO WAIVER** 

No failure by SAMF to exercise or any delay in exercising any right, power, or remedy by SAMF operates as a waiver of such right. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the

#### party granting that waiver unless made in writing. 16.SEVERABILITY

Each of the provisions of these Terms and Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable, or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid, be deemed not to form part of these Terms and Conditions but the validity, unenforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby. Nothing in these Terms and Conditions shall in any way limit or avoid SAMF's liability for death or personal injury caused by its negligence.

# 17.ASSIGNMENT

SAMF may assign its rights under these Terms and Conditions to any third party and may perform its obligations under these Terms and Conditions through any third party without the consent of the Client. The rights of the Client under these Terms and Conditions are personal to the Client and may not be assigned or sub-licensed or otherwise transferred by the Client, except as permitted under these Terms and Conditions.



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

### **18.THIRD PARTY RIGHTS**

The FIA, FOWC, FOM, FOML may enforce the terms of Clauses 7, 9.3, 9.5 and 9.6 subject to and in accordance with the applicable law.

#### **19.NO PARTNERSHIP OR AGENCY**

Nothing in these Terms and Conditions is intended to or shall operate to create any association, partnership, joint venture, or agency relationship of any kind between the Client and SAMF.

#### 20. GOVERNING LAW

These Terms and Conditions and any dispute arising out of or in connection with them shall be governed by the laws of the Kingdom of Saudi Arabia and the parties hereby submit to the exclusive jurisdiction of the courts of Saudi Arabia for the purpose of enforcing any claim or dispute arising hereunder.

## 21. PRIVACY POLICY

The website, www.saudiarabiangp.com (the "**Site**") as well as the official SAMF app and all other official Formula 1, digital products (together "**Digital Products**") are operated by SAMF as well as Formula One Digital Media Limited, who are registered in England and Wales with company number 08915039 with its registered office being No.2 St. James's Market, London, SW1Y 4AH, England. This privacy policy (the "**Privacy Policy**") outlines the basis on which any personal data is collected, or provided to us, will be processed by SAMF. We are not responsible for the privacy policies of other websites or applications, and encourage you read all applicable terms, conditions and privacy policies when using other websites and applications.

#### 21.1 Agreeing to our Privacy Policy

By using our Digital Products and/or entering the Facility or attending the Event, you agree to us collecting and using personal information about you in accordance with this Privacy Policy. There are certain services that we may not be able to provide if you do not choose to provide relevant information. You have choices about the data we collect.

When asked to provide certain personal information you may decline, but where such personal information is necessary to provide a service or feature, your use of that service or feature may be restricted as a result. We will hold your personal information for as long as reasonably necessary for the relevant purpose.

### 21.2 What information do we collect?

We will collect and process information that is provided to us in the course of accreditation. The information provided to us may include your name, job title, company name, email address and a passport style photo.

We may automatically collect information about the use of our passes, including the dates and times that passes pass through our access turnstiles.

### 21.3 How do we use your Information?

We may use your information:

(a) to provide you with accreditation and access at FIA FORMULA ONE WORLD CHAMPIONSHIP events;

- (b) for reasonable record keeping purposes;
- (c) to administer and provide services that you request;
- (d) to comply with legal and regulatory requirements;
- (e) in such way as you may otherwise expressly consent to; and/or
- (f) for reasonable operational purposes related to your accreditation.

You agree that we will share your information with:



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

www.raceexperiences.com

(a) carefully selected third party organisations to carry out certain processing activities on our behalf where such parties have the necessary protections in place to comply with applicable data protection law;

(b)other Formula 1 Companies (including Formula One Management Limited, Formula One World Championship Limited, Formula One Hospitality and Event Services Limited, Formula One Marketing Limited and Formula Motorsport Limited); and/or

(c) any law enforcement agency requesting it once we are reasonably satisfied as to the circumstances surrounding the request.

We may disclose your information to third parties:

(a) to protect our rights, property, or safety, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;

(b) to comply with applicable laws and lawful government requests; and/or

(c)to operate our systems properly or to protect our users and ourselves

## 21.3 Cookies

Our Digital Products use cookies and similar technologies. For more information on the cookies that we use on the Site and their purpose, please see our policy at

https://www.saudiarabiangp.com/en/privacy-policy/.

## 21.4 How do we use your Information?

We may use your Information in a number of ways, including to provide the Digital Products and the Event, to personalize and improve the services we offer, to carry out our obligations, communicate with you, to analyze use of our Digital Products and the Facility and in other ways that you agree to. We may share your Information with our group companies, law enforcement agencies, service providers, partners, people who operate or take over our Digital Products and the running of the Event or the

Facility and third parties that you agree that we can share it with.

We may disclose your Information in order to enforce the terms of use of any of our Digital or these Terms and Conditions, to protect our rights, comply with applicable laws and as is reasonably necessary to operate our systems and protect us and our users.

We may use your Information:

(a)to communicate with you (including by post, phone, email and/or mobile messaging), to let you know about new features, offerings (including goods and services) that we offer (such as in respect of our Digital Products or Hospitality) where you have consented for us to do so.

(b) to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us.

(c)to create an individual profile for you so that we can understand and respect your preferences. (d) for record keeping purposes.

(e)to administer and provide services you request.

(f) to carry out market research so that we can improve the products and services we offer.

(g) to improve the quality of our service and security of our Digital Products, the Facility, and other services.

(h)to understand your preferences so that we can improve the products and services we offer. (i)in connection with targeting/advertising activities.

(j)to track activity on the Site and our Digital Products.

(k) in conjunction with personal data legally obtained from third party sources.

(I)in such way as you may otherwise expressly consent to.



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ✓ info@raceexperiences.com

(m)to comply with legal and regulatory requirements; and/or

(n)for any other purpose that we may notify to you from time to time.

You agree that we will share your Information with:

(a)carefully selected third party organizations to carry out certain processing activities on our behalf where such parties have the necessary protections in place to comply with applicable data protection law.

(b) any SAMF partner in a manner to which you have expressly consented to (this includes consent by way of opting-in to certain marketing and contact from any of them as part of the registration process) and you agree that such parties can contact you in accordance with such consent.

(c) anyone who may take over the running of our Digital Products, the Event or the Facility or subcontractor who operates a part of our Digital Products, the Event, or the Facility on our behalf. Any other organizations who access your Information in the course of providing services on our behalf will be governed by strict contractual restrictions to make sure that they protect your Information and comply with applicable data protection and privacy laws. We may also independently audit these service providers to make sure that they meet our standards; and/or

(d) any law enforcement agency requesting your Information once we are reasonably satisfied as to the circumstances surrounding the request.

We will disclose your Information to third parties:

(a)in order to enforce or apply the terms of use of the Site, our Digital Products, the Facility, or any services provided to you.

(b)to protect our rights, property, or safety, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction. (c)to comply with applicable laws and lawful government requests; and/or

(d)to operate our systems properly or to protect our users and ourselves.

### 21.5 Security

We have security protocols in place to protect your Information from unauthorized access, improper use or disclosure, unauthorized modification, and unlawful destruction or accidental loss. We only allow access to our databases when necessary, and then under strict guidelines as to what use may be made of such data.

### 21.6 Where we store your Information

We may use service providers to help us run our Digital Products (or services available on our Digital Products) or administer and operate the Event or the Facility. If we or our service providers transfer any Information out of Saudi Arabia, it will only be done with the relevant protection (under Saudi law) being in place.

### 21.7 Marketing and unsubscribing

If you have opted in to receiving marketing materials from us, you may wish to unsubscribe from the list please click on the unsubscribe link in the relevant email. Except to the extent that you consent to us doing so under this Privacy Policy, we will not share, license, or sell your e-mail address without your express consent.

### 21.8 Changes to our Privacy Policy

Privacy laws and practice are constantly developing. Our policies and procedures are therefore under continual review. We may, from time to time, update our privacy policy. Any such changes will be posted on this page. Please check back frequently to see any updates or changes to the Privacy Policy. **21.9 How to Complain** 



Postbus 4013, 9701 EA Groningen
 Moermanskweg 2-4, 9723 HM Groningen

www.raceexperiences.com

€ +31 50 205 78 01
 ➤ info@raceexperiences.com

We endeavor to meet the highest standards when collecting and using personal information, however if you wish to lodge a complaint as to how we collect and process your Information please contact SAMF