

## **2019 FORMULA ONE PADDOCK CLUB™ WEBSHOP HOSPITALITY SALES REGULATIONS**

### **1 Purpose and Applicability of the Sales Regulations**

- 1.1 In addition to the 2018 Formula One Paddock Club™ Standard Terms and Conditions, these Sales Regulations outline the terms and conditions which apply to, and govern, the sale through the Webshop for the 2019 Formula One Paddock Club™.
- 1.2 Each Applicant acknowledges and agrees that, by (i) completing the Application Process and (ii) clicking the Acceptance of Terms and Conditions Box, it confirms that it has read, understood and accepts these Sales Regulations and the 2018 Formula One Paddock Club™ Standard Terms and Conditions, and that it agrees to be irrevocably bound by these Sales Regulations and the 2018 Formula One Paddock Club™ Standard Terms and Conditions.
- 1.3 MATCH Hospitality reserves the right to amend the manner in which it sells Tickets and reserves the right to amend these Sales Regulations from time to time. Each Sales Agreement will be governed by the Sales Regulations in force at the date on which the Applicant completes the Application Process and clicks the Acceptance of Terms and Conditions Box.
- 1.4 All terms that have a capital letter shall have the meanings set out in the 2018 Formula One Paddock Club™ Standard Terms and Conditions and in Section 15. For the avoidance of doubt, the Application Form is a type of Registration Form and Purchase Confirmation is a type of Order Confirmation pursuant to the 2018 Formula One Paddock Club™ Standard Terms and Conditions.
- 1.5 In accordance with FOHES policies, from each Ticket Holder receiving Tickets through the Purchaser, the Purchaser is responsible for securing their written acceptances of the 2018 Formula One Paddock Club™ Standard Terms and Conditions and providing such acceptances to MATCH Hospitality for onward distribution to FOHES. Purchaser will notify all such Ticket Holders that by their use of a Ticket, they indicate their acceptance to both the 2018 Formula One Paddock Club™ Standard Terms and Conditions as well as these Sales Regulations.

### **2 Application Process**

- 2.1 The Applicant acknowledges and agrees that the Application Process involves a number of steps including (i) creating an account with MATCH Hospitality (ii) providing payment details to MATCH Hospitality (iii) completing and submitting an Application Form to MATCH Hospitality and (iv) clicking the Acceptance of Terms and Conditions Box.
- 2.2 Completion of the Application Process does not guarantee the availability of the Tickets for which the Applicant has applied. Completion of the Application Process constitutes an irrevocable and binding offer to MATCH Hospitality by the Applicant to purchase the Tickets for which the Applicant has applied and MATCH Hospitality may accept or reject any such offer.
- 2.3 If MATCH Hospitality elects to accept the Applicant's offer to purchase the Tickets, it will confirm its acceptance by emailing the Applicant a Confirmation of Purchase and the Applicant shall become a Purchaser. The Applicant acknowledges and agrees that payment in full for the price of the Tickets must be irrevocably debited from the Purchaser's account and credited to MATCH Hospitality's account prior to MATCH Hospitality emailing the Applicant a Confirmation of Purchase.
- 2.4 MATCH Hospitality reserves the right in its sole discretion to impose a limit on Tickets which an Applicant may purchase whether by reference to (i) quantities and/or (ii) monetary value.

### **3. Application Form**

- 3.1. Each Applicant is responsible for correctly completing and providing all information required by MATCH Hospitality under the Application Process including the full completion and submission of

the Application Form. MATCH Hospitality reserves the right to reject any applications which are incomplete or incorrect. MATCH Hospitality shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost or incomplete applications or failure to communicate with any Applicant by email due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Applicant's email.

- 3.2. If the Application Form is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Application Form and clicks the Acceptance of Terms and Conditions Box represents and warrants that he or she has the legal capacity and authority to bind the company/legal entity indicated in the Application Form; provided that the Sales Agreement will be entered into by the company (or other legal entity) and MATCH Hospitality in this situation and not the individual. The individual represents and warrants that he or she is of legal age to enter into binding agreements.
- 3.3. The Applicant acknowledges and agrees that it is responsible for maintaining the confidentiality of its account and password and is fully responsible for all activities that occur in respect of the account and password. The Applicant agrees to (i) immediately notify MATCH HOSPITALITY of any unauthorised use of its account or password and any other breach of security and (ii) ensure that it exits its account at the end of each session. MATCH HOSPITALITY cannot and will not be liable for any loss or damage arising from the Applicant's failure to comply with this Section 3.3.

#### **4 The Sales Agreement**

- 4.1 Each Sales Agreement shall consist of, and incorporate the terms of:
  - (i) the Application Form;
  - (ii) the Confirmation of Purchase;
  - (iii) these Sales Regulations; and
  - (iv) the 2018 Formula One Paddock Club™ Standard Terms and Conditions.
- 4.2 The Sales Agreement represents the sole and complete statement of the respective rights and obligations of MATCH Hospitality and the Purchaser with regard to the subject matter thereof and supersedes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Tickets which are the subject of the Confirmation of Purchase.
- 4.3 All sales of Tickets are final. All payments made by Purchasers in connection with the Tickets (whether or not such Tickets are the subject of a Sales Agreement which is terminated) are to be treated as non-refundable.

#### **5 Hospitality and Use of Tickets**

- 5.1 MATCH Hospitality acts as an Authorized Seller for FOHES distributing 2019 Formula One Paddock Club™ Tickets, products and services. Purchasers may not, following the conclusion of the Sales Agreement, request substitutions for, or alterations to, any services and benefits, which are provided by FOHES or the entities it designates to operate the 2019 Formula One Paddock Club™ nor by MATCH Hospitality.
- 5.2 The Purchaser accepts and acknowledges that the scope of the services and benefits made available to it under the Sales Agreement are subject to such changes as may be required for reasons of public safety and security or as required by FOHES or the entities it designates to operate the official 2019 Formula One Paddock Club™. MATCH Hospitality shall use reasonable endeavours to notify the Purchaser about any information that MATCH Hospitality receives from FOHES regarding such changes as soon as reasonably possible.

5.3 All Tickets and related hospitality services and benefits and all Events are subject to controls established by FOWC, FIA, FOHES, the Caterers and Event service providers, and are not matters under the control of MATCH Hospitality. Subject to receipt of full payment for the Tickets as required by these Sales Regulations, MATCH Hospitality will confirm to FOHES that the Total Fee has been received for the Tickets reflected in the Application Form, and will facilitate the delivery or collection of the Tickets by Purchaser.

5.4 Purchaser acknowledges that staff passes are not available arising from this Sales Agreement, regardless of the number of Tickets purchased, unless specifically agreed in writing between Purchaser and MATCH Hospitality.

## **6 Payment**

6.1 By completing the Application Process, each Applicant authorises MATCH Hospitality to take payment from the Applicant's payment card (as specified in Section 6.2) for the Total Fee subsequently purchased by the Applicant without further notice. The Applicant is responsible for ensuring that there are sufficient funds available on its payment card at the time any payment is taken by MATCH Hospitality.

6.2 Payments may only be made by those payment cards identified during the Application Process as being accepted by MATCH Hospitality.

6.3 Any VAT and/or other consumption or applicable local tax, fees or dues will be reflected in the invoice at the applicable rate.

6.4 Payments must be received in full in the currency specified in the Application Process, unless otherwise agreed in writing by the parties. Any and all bank, payment, currency conversion, currency exchange control, credit card charge or other charges incurred in connection with any payment obligation outlined in Section 6.1 above will be the sole responsibility of, and be borne by, the Purchaser.

6.5 No refunds of any amounts paid by the Purchaser to MATCH Hospitality will be made to the Purchaser under any circumstances.

6.6 If payment of any monies which are due and payable pursuant to Section 6.1, 6.2 or 6.3 are not received by MATCH Hospitality in full for any reason, MATCH Hospitality may upon giving notice to the Purchaser, in addition to all other remedies available to it at law:

- (i) terminate the entire Sales Agreement, or, alternatively, revoke its acceptance as regards the entire Sales Agreement;
- (ii) terminate the Sales Agreement in respect of a certain number of specified Tickets only, or, alternatively, revoke its acceptance as regards the Sales Agreement in respect of a certain number of specified Tickets only;
- (iii) immediately and without further notice make available for sale to third parties each Ticket which is the subject of any termination / revocation;
- (iv) retain, as a non-refundable deposit, any amounts paid by the Purchaser as at the date of such termination / revocation;
- (v) charge the Purchaser interest on all amounts outstanding at five percent (5%) above 12 month US Dollar Libor rate as it may vary from time to time from the date payment became due until actual payment is made;
- (vi) terminate or suspend any of MATCH Hospitality's obligations under the Sales Agreement; and/or

- (vii) claim for all further losses and costs suffered by MATCH Hospitality as a result of non-payment and/or late payment.

MATCH Hospitality retains the right to claim damages which are in excess of the amounts specified above.

- 6.7 The misuse of a credit or debit card or use without authorisation of the legal holder of the credit or debit card is viewed in the most serious manner by MATCH Hospitality and MATCH Hospitality reserves the right to take legal action against those committing or attempting to commit online fraud or the like.
- 6.8 MATCH Hospitality reserves the right to refuse to process payments in respect of Applicants with a prior history of questionable charges or where MATCH Hospitality reasonably believes a sale may result in a breach of the Sales Agreement. MATCH Hospitality may carry out such checks as it considers appropriate before processing a credit or debit card payment for security purposes. As part of such checks, MATCH Hospitality may disclose personal data to third parties for the purposes of carrying out these security checks. The Applicant acknowledges and agrees that MATCH Hospitality will not be liable for any damages resulting from its decision not to process a payment. THE APPLICANT EXPLICITLY APPROVES THE TRANSFER OF HIS PERSONAL DATA IN THIS CONTEXT.

## **7 Delivery of Tickets**

- 7.1 If the Ticket is an e-Ticket, the Purchaser acknowledges and accepts:
  - (i) the e-Tickets will be emailed to the Purchaser;
  - (ii) the Purchaser will be required to print off the e-Tickets;
  - (iii) e-Tickets must be printed in portrait mode (vertical) on blank white A4 paper (on both sides), without changing the print size using a laser or inkjet printer. No other medium (including but not limited to electronic, PC screen, portable screen and mobile screen) is valid. Any e-Ticket that is partly printed, soiled, damaged or illegible shall not be considered valid;
  - (iv) Purchaser and Ticket Holders will be required to have valid identification in order to access the Event with e-Tickets.
- 7.2 If the Ticket is a paper Ticket, and Paddock Club™ Parking Ticket these will be:
  - (i) delivered to the address stated in the Confirmation of Purchase (or to a different address subsequently notified in writing by the Purchaser and duly acknowledged in writing by MATCH Hospitality) by a method of MATCH Hospitality's choice; or
  - (ii) made available for collection by the Purchaser from MATCH Hospitality in accordance with policies to be established by MATCH Hospitality and notified to the Purchaser.

The Purchaser acknowledges and agrees that the delivery or the availability for collection, of Ticket or Paddock Club™ Parking Ticket is subject to the Purchaser having complied in full with all elements of the Sales Agreement.

- 7.3 MATCH Hospitality will not be responsible or liable in any way to a Purchaser or any third party as a result of any late delivery of a Ticket and Paddock Club™ Parking Ticket which arises as a result of a failure of and/or interruption to any delivery services.
- 7.4 MATCH Hospitality will not deliver Tickets and Paddock Club™ Parking Tickets to post office boxes, unless agreed otherwise in writing by MATCH Hospitality on a case-by-case basis. The Purchaser is required to provide a street address as well as the name and contact details of an individual which has been authorised to take delivery of the Tickets and Paddock Club™ Parking Tickets. It is the Purchaser's responsibility to arrange for an authorised representative to be present at the

delivery address to take delivery of every Ticket and Paddock Club™ Parking Ticket and to notify MATCH Hospitality of any change in the proposed delivery address.

- 7.5 If the Purchaser has not received the Ticket and/or Paddock Club™ Parking Ticket at such time indicated in Section 7.2 (i) it is the sole responsibility of the Purchaser to immediately notify MATCH Hospitality in writing.
- 7.6 Any paper Ticket or Paddock Club™ Parking Ticket (if applicable) which has become damaged in any way after delivery to, or collection by, the Purchaser and is, as a consequence, unreadable, may not be accepted for admission to, or use at, an Event and/or Facility. It is the sole responsibility of the Purchaser to notify MATCH Hospitality in the event that any paper Ticket or Paddock Club™ Parking Ticket (if applicable) is delivered or collected in a damaged condition. In the absence of any such notification, the relevant Ticket or Paddock Club™ Parking Ticket (if applicable) will be deemed to be undamaged at delivery or collection.
- 7.7 MATCH Hospitality shall not be responsible or liable in any way to a Purchaser or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket or Paddock Club™ Parking Ticket (if applicable) once received or collected by the Purchaser.
- 7.8 MATCH Hospitality reserves the right to determine whether to issue replacement paper Tickets or Paddock Club™ Parking Ticket (if applicable) in the event of any occurrence of the circumstances outlined in Sections 7.5, 7.6 and/or 7.7, and to determine the conditions which may apply to any such replacements. MATCH Hospitality reserves the right to determine the conditions which shall apply to the replacement paper Tickets or Paddock Club™ Parking Ticket (if applicable) in the event of any occurrence of the circumstances outlined in Sections 7.5, 7.6 and/or 7.7.

## **8 Data**

- 8.1 The Purchaser agrees that it shall comply with FOHES' and MATCH Hospitality's directives with regard to the provision of individual data for Ticket Holders. The Purchaser shall provide MATCH Hospitality, immediately following any request by MATCH Hospitality and/or any third party authorised by FOHES, with full details relating to its identity and the identity of each of its Ticket Holders, including the Ticket Holder's name, nationality and date of birth and email address. Furthermore, the Purchaser agrees, if requested by MATCH Hospitality, to provide each of its Ticket Holders with the Ticket specifically allocated or by Ticket number to such Ticket Holder.
- 8.2 In the event that the Purchaser fails to provide such details, MATCH Hospitality reserves the right to withhold delivery of the Tickets and Paddock Club™ Parking Tickets until such data is provided, to cancel the relevant Tickets and Paddock Club™ Parking Tickets and/or to refuse entrance to the Event and/or any Facility to any Purchaser or Ticket Holder for which data has not been provided, with no right to any refund. Any Ticket and Paddock Club™ Parking Ticket cancelled may be made available for re-sale by MATCH Hospitality.
- 8.3 MATCH Hospitality or FOHES may carry out access controls at the Event. In the event that a Purchaser or Ticket Holder attempts to use a Ticket at the Event and/or Facility and the personal details of such Purchaser or Ticket Holder do not match the data provided in respect of such Ticket, MATCH Hospitality or FOHES expressly reserves the right to cancel the relevant Ticket(s) and/or to refuse entrance to the Event and/or Facility to the Purchaser or Ticket Holder, with no right to any refund. Any Ticket and Paddock Club™ Parking Ticket may be made available for re-sale by MATCH Hospitality.
- 8.4 The personal data provided to MATCH Hospitality, FOHES and/or any third party authorised by FOHES pursuant to these Sales Regulations will, subject to applicable law, be used, processed, stored, and transferred to third parties designated by MATCH Hospitality and/or FOHES (located both within and outside of Switzerland) for purposes relating to: (i) Ticket sales and allocation procedures, (ii) any relevant safety and security measures, (iii) rights protection measures in connection with the Event; and (iv) marketing and analytical purposes (you may opt out of the marketing use of the data by sending both MATCH Hospitality and FOHES an email to that effect

at PaddockClub@match-hospitality.com and info@formulaonepaddockclub.com respectively). The Purchaser acknowledges its responsibility to obtain the consent of each Ticket Holder to use his personal data for the purposes described above.

- 8.5 Applicants may update, correct or amend their personal data by contacting MATCH Hospitality in writing. If an application is cancelled or MATCH Hospitality rejects the Applicant's offer to purchase the Tickets, the Applicant may request deletion of its personal data provided in connection with the Application Form by contacting MATCH Hospitality in writing.

## **9 Prohibition on the Resale and Transfer of Tickets**

- 9.1 Except where explicitly agreed by MATCH Hospitality, the Purchaser is prohibited from:
- (i) conducting any re-sale, exchange or other transfer (other than the provision to a Ticket Holder) of any Ticket, Paddock Club™ Parking Ticket (if applicable) or other benefit or service provided in connection with a Ticket, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Purchaser in connection (whether direct or indirect) with the provision by the Purchaser of any Ticket; and
  - (ii) acting, purporting to act, or advertising its ability to act, as an agent, facilitator or representative of a third party for the purchase, or purported purchase, of Ticket by the third party.
- 9.2 Tickets may only be used by the Purchaser itself or by its Ticket Holders to which the Purchaser provides the Tickets.
- 9.3 The Purchaser shall ensure that none of its Ticket Holders resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Ticket, Paddock Club™ Parking Ticket (if applicable) or other benefit or service provided in connection with a Ticket, and that all Ticket Holders are informed in writing of this prohibition.
- 9.4 Any Purchaser or Ticket Holder who is entitled to use a Ticket must be the same person as the Purchaser or Guest who uses each of the corresponding components of the relevant Ticket.
- 9.5 At no stage will a Ticket Holder become a party to the Sales Agreement, or be entitled to any recourse against MATCH Hospitality or FOHES under the Sales Agreement.

## **10 Use of the Tickets**

- 10.1 The Purchaser expressly acknowledges and agrees that the purchase of a Ticket does not grant the right to, or permit the Purchaser and/or its Ticket Holder(s) to exercise, any marketing, advertising or promotional rights with respect to the Event, any team, driver or official participating in the Event, FIA, FOHES, Formula One Paddock Club™, MATCH Hospitality or any other affiliated body or event.
- 10.2 The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not, hold itself out as a sponsor of, or otherwise associate itself or its name in any manner whatsoever with, the Event, any team, driver or official participating in the Event, FIA, FOHES, Formula One Paddock Club™, MATCH Hospitality or any other affiliated body or event.
- 10.3 The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not (at any time):
- (i) use a Ticket or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;

- (ii) conduct any promotional, advertising or marketing activity in connection with the Event, any team, driver or official participating in the Event, FIA, FOHES, Formula One Paddock Club™, MATCH Hospitality or any other affiliated body or event; or
  - (iii) conduct any activity which MATCH Hospitality or FOHES reasonably believes may lead to an association between the Purchaser and/or its Ticket Holder and the Event, any team, driver or official participating in the Event, FIA, FOHES, Formula One Paddock Club™, MATCH Hospitality or any other affiliated body or event.
- 10.4 The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not, develop, use or register any name, logo, trademark, symbol service mark or other mark (including without limitation the official name and logo of the Formula One Paddock Club™) which may be inferred by the public as identifying with FIA, FOHES, the Event, Formula One Paddock Club™ including the words "*Formula One*", "*Formula One Paddock Club™*", "*2019 FIA Formula One World Championship™*" "*F1*", "*FIA*" or "*Fédération Internationale de l'Automobile*" (or any other term used in any language to identify the Event) or any similar indicia or derivation of such terms in any language.
- 10.5 The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into the Event or Facility, including any banner, sign or leaflet for the purposes of display or distribution. By way of illustration only, the Purchaser and each of its Ticket Holders shall refrain from wearing, in any Event or Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Purchaser and/or its Ticket Holder(s) and which is intended to be worn as part of a group wearing the same or similar clothing in a way which MATCH Hospitality or FOHES may regard as the conduct of a promotional, advertising or commercial activity.
- 10.6 The Purchaser shall not, and shall ensure that each of its Ticket Holders shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at the Event or Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by any FIA Authority or, at the entrance of and within a Facility, by MATCH Hospitality and any person engaging in such activities is subject to ejection from the Event and/or Facility.

## **11 Acceptance of Risk, Limitations on Liability, Purchaser and Ticket Holder Responsibilities**

- 11.1 The following limitations of liability apply with respect to all Tickets.
- 11.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PURCHASER AND EACH TICKET HOLDER (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A TICKET BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING ANY EVENT OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST MATCH HOSPITALITY AND THE FIA AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE PURCHASER AND EACH TICKET HOLDER (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A TICKET BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE FACILITY AND THE OTHER SITES. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A PURCHASER OR TICKET HOLDER TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF MATCH HOSPITALITY OR A FIA AUTHORITY
- 11.3 SUBJECT TO SECTION 11.5 BELOW MATCH HOSPITALITY'S ROLE IS AS AUTHORISED DISTRIBUTOR OF TICKETS. MATCH HOSPITALITY SHALL NOT BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF FOHES, FIA, FOWC OR ANY OTHER PERSON OR ENTITY NOT CONTROLLED BY MATCH HOSPITALITY, NOR ANY LOSS OR OF DAMAGE TO PROPERTY OF CLIENT OR ANY PROPERTY WITHIN THE POSSESSION OF THE CLIENT WHICH IS LOST OR DAMAGED WITHIN THE FACILITY OR THE PADDOCK CLUB PARKING AREA.

- 11.4 SUBJECT TO SECTION 11.4 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MATCH HOSPITALITY SHALL NOT BE LIABLE TO THE PURCHASER AND/OR ANY TICKET HOLDER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF RESTADIUM, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR ANY BREACH OF THE SALES AGREEMENT AND THE MAXIMUM LIABILITY OF MATCH HOSPITALITY TO THE PURCHASER AND/OR ANY TICKET HOLDER IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SALES AGREEMENT SHALL NOT EXCEED THE TOTAL PRICE PAID FOR THE TICKETS BY THE PURCHASER TO MATCH HOSPITALITY IN RESPECT OF THE SALES AGREEMENT.
- 11.5 NOTHING IN THE SALES AGREEMENT WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY PURCHASER OR ANY TICKET HOLDER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY MATCH HOSPITALITY OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 11.6 THE PURCHASER AND EACH TICKET HOLDER IS RESPONSIBLE FOR THE USE OF ITS TICKET. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PURCHASER AND EACH TICKET HOLDER INDEMNIFIES AND HOLDS HARMLESS MATCH HOSPITALITY AND THE FIA AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:
- (i) ITS MISUSE OF A TICKET; OR
  - (ii) THE MISUSE OF A TICKET PASS BY A MINOR IF THE TICKET WAS PROVIDED BY THE PURCHASER; OR
  - (iii) THE MISUSE OF A TICKET BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET THROUGH IT; OR
  - (iv) A VIOLATION OF THESE SALES REGULATIONS, THE 2018 FORMULA ONE PADDOCK CLUB™ STANDARD TERMS AND CONDITIONS AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR
  - (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET.

THIS MEANS THAT IF A PURCHASER OR GUEST VIOLATES ANY TICKET RELATED RULES, IT MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT MATCH HOSPITALITY AND/OR THE FIA AUTHORITIES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

- 11.7 THE PURCHASER AND EACH TICKET HOLDER IS RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE TICKETS (INCLUDING, WITHOUT LIMITATION, TRAVEL AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE PURCHASER AND EACH TICKET HOLDER AT THEIR OWN RISK AND MATCH HOSPITALITY SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE PURCHASER AND ANY TICKET HOLDER.
- 11.8 ADDITIONALLY, AS AN AUTHORISED SELLER, MATCH HOSPITALITY IS AN "INDEMNIFIED PARTY" AS DEFINED IN THE OFFICIAL 2018 FORMULA ONE PADDOCK CLUB™ STANDARD TERMS AND CONDITIONS.

## **12 Unforeseen Circumstances and Insurance**

- 12.1 MATCH Hospitality shall not be liable for any failure to provide Facilities and hospitality services and benefits due under any Ticket as a result of any cancellation, abandonment and/or interruption, relocation or postponement of the Event (whether in whole or in part) whether due to a Force Majeure event or not.



12.2 The Purchaser is responsible for, and is recommended to arrange, its own insurance (such as, without limitation, travel insurance, public liability insurance or cancellation insurance) to cover risks and associated costs arising out of or connected to these Sales Regulations.

### **13 Termination**

13.1 In the event that any Purchaser fails to ensure that MATCH Hospitality receives, in full any amount due and payable, MATCH Hospitality reserves the rights specified in Section 6.6, including, without limitation, the right to terminate the Sales Agreement in full or in part.

13.2 The Purchaser agrees and acknowledges that, in the event of a violation of any term of these Sales Regulations, the 2018 Formula One Paddock Club™ Standard Terms and Conditions or any other relevant laws or by-laws, MATCH Hospitality shall, in addition to all other rights and remedies that MATCH Hospitality may have, retain the right to:

- (i) terminate the Sales Agreement in whole or in part;
- (ii) render null and void any applicable Ticket;
- (iii) enforce FOHES' right to cancel and/or rescind the Ticket(s);
- (iv) refuse entry into the Event and/or any Facility to the offending Purchaser and/or Ticket Holder, or eject the Purchaser and/or Ticket Holder from the Event and/or Facility;
- (v) file suit to enforce the Sales Agreement and claim damages, if appropriate; and/or
- (vi) notify governmental authorities of a violation of the provisions of these Sales Regulations, the 2018 Formula One Paddock Club™ Standard Terms and Conditions, and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

13.3 The Purchaser agrees and acknowledges that, in the event of a violation of any term of the 2018 Formula One Paddock Club™ Standard Terms and Conditions or any other relevant laws or by-laws, FIA, FOHES or MATCH Hospitality acting on FOHES' behalf, shall, in addition to all other rights and remedies that the FIA may have, retain the right to:

- (i) cancel and/or rescind any Ticket; and/or
- (ii) refuse entry into the Event and/or any Facility to the offending Purchaser and/or Ticket Holder, or eject the Purchaser and/or Ticket Holder from the Event and/or Facility.

13.4 The Purchaser agrees and acknowledges that:

- (i) MATCH Hospitality remains entitled to terminate, in whole or in part, the Sales Agreement if FOHES has exercised any of its rights set out in Section 13.3 above; and
- (ii) FOHES remains entitled to cancel and/or rescind the Ticket(s) if MATCH Hospitality has exercised any of its rights set out under Section 13.2 above.

13.5 In addition to laws applicable in other countries, the government of the country in which the Event is being held, or English or Swiss governments may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets in violation of these Sales Regulations, the 2018 Formula One Paddock Club™ Standard Terms and Conditions or any other relevant laws or by-laws. Purchasers and their Ticket Holders are advised to obtain information about applicable laws relating to Tickets.

13.6 Further to other termination rights granted under the 2018 Formula One Paddock Club™ Standard Terms and Conditions and the corresponding right to cancel Tickets reflected in these Sales

Regulations, MATCH Hospitality shall have the right to cancel any Hospitality Package in the event of:

- (i) any insolvency, bankruptcy filing or liquidation of the Purchaser;
- (ii) the appointment of an administrator in respect of the Purchaser;
- (iii) the Purchaser entering into an arrangement with its creditors; or
- (iv) any other event which may give rise to the reasonable belief that the Purchaser will not be able to complete the full payment of the Ticket purchase price, provided that any such events occur prior to receipt by MATCH Hospitality of the full purchase price of the Ticket.

13.7 In the event of termination, any payment made by the Purchaser, whether in full or in part, will be retained by MATCH Hospitality as partial compensation for the administration and cancellation fees and production costs. MATCH Hospitality nevertheless retains the right to sue for a higher level of applicable damages.

## **14 Miscellaneous**

14.1 Should any provision(s) of these Sales Regulations or the Sales Agreement be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations and the Sales Agreement will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.

14.2 MATCH Hospitality reserves the right to refuse the purchase of Tickets by Applicants who are identified by FOHES as being prohibited from any such purchase.

14.3 If there is any inconsistency between the provisions of these Sales Regulations and the 2018 Formula One Paddock Club™ Standard Terms and Conditions with respect to any matter pertaining to the use of the 2019 Formula One Paddock Club™, the and the 2018 Formula One Paddock Club™ Standard Terms and Conditions shall apply and will prevail over the terms of these Sales Regulations.

14.4 The Sales Agreement will be governed by, and interpreted in accordance with, the substantive laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English courts for the purpose of enforcing any claim or dispute arising hereunder.

14.5 The Purchaser agrees to indemnify and hold harmless MATCH Hospitality and the FIA Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:

- (i) any claim by any Ticket Holder against MATCH Hospitality or a FIA Authority in connection with any purported breach by MATCH Hospitality of the Sales Agreement;
- (ii) any activity conducted by the Purchaser or any of its Ticket Holders which causes damage to MATCH Hospitality or an FIA Authority or to the enjoyment of Tickets by any other Purchaser or Ticket Holder; and
- (iii) any activity conducted by the Purchaser or any of its Ticket Holders which infringes the intellectual property rights of MATCH Hospitality and/or FOHES.

14.6 A notice under or in connection with the Sales Agreement must be in writing and must be delivered personally or sent by overnight mail delivery service or by fax or by PDF attached to an email to the party due to receive the notice. MATCH Hospitality's address, fax and email details are those specified in the Confirmation of Purchase. The Applicant's address, fax and email details are those

specified in the Application Form. Either party may amend such details by written notice to the other party.

- 14.7 The Sales Agreement shall not be amended or modified, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both MATCH Hospitality and the Purchaser.

## 15 Definitions

**"Acceptance of Terms and Conditions Box"** means the tick box located on the check-out page which reads substantially as follows: *"I hereby accept and will comply with the Sales Regulations, the 2018 Formula One Paddock Club™ Standard Terms and Conditions and other requirements of the Application Process and Application Form."*

**"Applicant"** means any legal entity or individual wishing to purchase a Ticket via the Webshop.

**"Application Form"** means the online order form for the application of Tickets on the Webshop.

**"Application Process"** means the online application process under which the Applicant applies for Tickets on the Webshop.

**"Confirmation of Purchase"** means the document emailed to the Purchaser confirming the purchase of Tickets and providing details of such purchase.

**"FIA Authority"** means any out of FIA, FOHES, FOWC, the Event management and/or any governmental entity responsible for safety and security in connection with the Formula One Paddock Club™, and their respective employees, volunteers, agents, representatives, officers and directors.

**"Force Majeure Event"** shall mean a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, act of terrorism, rebellion, strikes, lock-outs or other industrial disputes, acts of governments or other prevailing authorities, or any other similar or related event which is beyond the control of FOHES or another FIA Authority.

**"MATCH Hospitality"** means MATCH Hospitality AG of Tödistrasse 17, 8002 Zurich, Switzerland.

**"Sales Agreement"** means the agreement between MATCH Hospitality and the Purchaser for the purchase of Tickets, as more fully described in Section 4.

**"Sales Regulations"** means these regulations governing the sale via the Webshop and use of Tickets.

**"Webshop"** means the online sales shop for Tickets under which Applicants can apply for Tickets.

**"2018 Formula One Paddock Club™ Standard Terms and Conditions"** means the official 2018 Formula One Paddock Club™ Standard Terms and Conditions also available through the Webshop in addition to these Sales Regulations.