

I confirm that I am an authorised signatory for the purposes of booking hospitality on behalf of the company/ individuals and accept liability for the cost of such services ordered above. I also confirm that payment of Red Bull Racing invoices relating to this order will be made in accordance with Red Bull Racing Terms and Conditions as set out hereunder. I agree to the Terms and Conditions.

TERMS AND CONDITIONS

Thank you for booking your F1 Paddock Club™ tickets "Tickets" with Red Bull Racing Limited ("we" or "us").

These Terms and Conditions will apply to:

- (i) the agreement for sale of any Ticket by us to external third parties and agencies;
- (ii) Red Bull Markets;
- (iii) Official Team Partner and / or Supplier with a contractual entitlement to Tickets and such order for Tickets is placed in accordance with your contractual allocation ("Contractual Entitlement")

(each a "Contract").

Your purchase of F1 Paddock Club™ passes for any F1™ event (except Australia and Singapore), shall also subject to the Paddock Club™ Terms & Conditions by Formula One Hospitality and Event Services Limited can be found [here](#) ("FOHES"), the organizer of this hospitality service, which can be found at: <https://tickets.formula1.com/en/t-61-terms-and-conditions>.

For the F1™ events in Australia and Singapore, the Paddock Club™ is organized and managed by each circuit directly, not by FOHES. As such your purchase shall also be subject to each circuit's Terms and Conditions which can be found at:

Australia : <http://www.grandprix.com.au/terms-conditions#>

Singapore : http://www.singaporegp.sg/media/pdf/2017_SGP_General_Terms_and_Conditions.pdf

(FOHES and each of the circuits to be collectively referred to as the "Ticket Issuer")

By placing an order for and / or purchasing a Ticket with us, you agree to Red Bull Racing's Terms and Conditions of sale (including the Ticket Issuer's Terms and Conditions), and you and any person on whose behalf you are purchasing a Ticket will be deemed to have accepted these Terms and Conditions.

1. CUSTOMERS

- 1.1 You confirm that you have authority to bind any business on whose behalf you order /purchase Tickets for from us.
- 1.2 These Terms and Conditions and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to the ordering / purchase of Tickets.
- 1.3 You acknowledge that in entering into a Contract with us you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or any document expressly referred to in them.
- 1.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 2.1 We will only sell / provide and you shall only purchase / receive the Tickets once you have placed an order in writing which is subsequently accepted in writing by us (subject to these Terms and Conditions, which shall govern the Contract to the exclusion of any other terms and conditions). The Contract is formed when your order is confirmed in writing by us.
- 2.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between your authorised representative and us.
- 2.3 We reserve the right to amend these Terms and Conditions from time to time and will notify you of any such changes. 2.4 You may only re-sell the Tickets upon our prior authorisation in writing.

3. TERMS OF PAYMENT

- 3.1 Payment shall be made to us, without deduction of any kind, immediately upon receipt of an invoice in the currency indicated on the invoice.
- 3.2 Payment for the Tickets must be received in full and in cleared funds by us prior to delivery of the Tickets.
- 3.3 You accept liability for any unforeseen costs in relation to the supply of Tickets, and understand that these will be invoiced separately if necessary.
- 3.4 If you fail to make full payment on the due date, then without prejudice to any other right or remedy available, we shall be entitled to cancel the Contract or suspend delivery of the Tickets.
- 3.5 In addition to the agreed price we reserve the right to charge the delivery cost (for example the cost to send the relevant package containing the Ticket(s) purchased by you).

4. TICKET LIMITATIONS

- 4.1 Tickets that are not collected or used will not be refunded, and no duplicate Tickets will be provided for lost, stolen or damaged tickets. Tickets must be checked immediately on receipt as we will not be able to assist with any issues raised later.
- 4.2 We reserve the right not to sell Tickets to any person who is either directly or indirectly associated with any of our Formula One competitors.
- 4.3 Tickets may not be used for any competition, prize draw, and consumer or trade promotion or similar.
- 4.4 You acknowledge that a Ticket does not include any travel or accommodation and such arrangements must be booked independently of the Ticket.
- 4.5 Tickets will be subject to the Terms and Conditions of the Ticket Issuer and must be observed at all times.
- 4.6 You shall be responsible for the accuracy of all details contained in each completed Booking Form. We shall not be liable for any error or omission on any Booking Form and you shall not hold us and our Affiliates (each of their respective directors, officers, employees, contractors, representatives and agents) against any and all losses, damages, payments, costs, expenses (including direct, indirect and consequential losses, losses of profit, all interest, penalties, and professional costs and expenses), judgments, fines, penalties, obligations and liabilities which you, any of your Affiliates or any third party may suffer, incur or be subject to as a result of or in connection with any error or omission on any Booking Form.

5. TICKET DELIVERY

- 5.1 We shall not release or dispatch any Tickets until the total fee for the Tickets have been received by us in cleared funds.
- 5.2 On a case by case basis we shall advise you as to whether we shall dispatch the Tickets or make them available for collection at a designated pick-up point collection at the respective race location.
- 5.3 We reserve the right to charge you for any delivery charges we may incur in delivering the tickets.

6. CANCELLATION

- 6.1 Purchased ticket(s) are non-cancellable and non-refundable unless otherwise subject to clause 6.2 and/or 6.3.
- 6.2 In the event that a Grand Prix is cancelled, postponed or held without spectators we will only be able to reimburse you up to a level of any refund (if any) actually received by us from the Ticket Issuer.

CANCELLATION – CONTRACTUAL TICKETS

- 6.3 If as an Official Team Partner, your sponsorship rights package specifically refers to use of your Tickets at particular Grand Prix races in a particular FIA Formula One Championship season, cancellation of such Tickets for that Grand Prix at any time will result in the loss of your Contractual Entitlement to those Tickets.
- 6.4 Where a Ticket has been sold by us to you, a cancellation charge of 100% of the Ticket fee shall apply for any cancellation by you after a Contract has been formed.

7. PRICE OF TICKETS AND BOOKING FEES

- 7.1 Subject to Clause 3.3 above, the prices of the Tickets will be as quoted on our confirmation in writing to you.
- 7.2 Prices for our Tickets may change from time to time, and in the event of any such change in Ticket price from the Ticket Issuer, we shall be entitled to pass such changes on to you.
- 7.3 The price that you will be charged for a Ticket shall include VAT or the local equivalent (sales tax) where applicable at the applicable rate. However, if the rate of the applicable sales tax changes between the date of your order and the date of delivery, we will adjust the sales tax that you pay, unless you have already paid for the Tickets in full before the change in sales tax takes effect.

8. AGE – ADMISSION

- 8.1 Any recipient of a Ticket 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 individual under 18 years of age. Each person seeking admission to the F1 Paddock Club™ during a race must have their own Ticket regardless of their age, with the exception of babes in arms.
- 8.2 Children below the age of seven will only be admitted into the F1 Paddock Club™ facility if the parent/guardian of such children sign a letter of undertaking (in the form provided by FOHES) to indemnify the Formula 1 Companies in respect of any liability arising from their decision to bring such children to the F1 Paddock Club™ facility at the race venue. This letter may be obtained in advance by emailing hospitality@f1.com or can otherwise be obtained upon the Ticket Holder's admission to the event.

9. RIGHT TO REFUSE ENTRY

- 9.1 We may refuse entry to you to our Paddock Club™ facilities and Paddock Club™ where: (i) we regard it as necessary or appropriate to do so on grounds of health and safety, security or public order; or (ii) where we believe that your admission would be materially prejudicial to any other person's enjoyment of the Red Bull Racing Paddock Club™ hospitality experience; or (iii) you are either directly or indirectly associated with any of our competitors; or (iv) you are in breach of the Paddock Club™ and / or Promoter's Terms and Conditions of entry.

10. OTHER ITEMS

- 10.1 In ordering and / or purchasing the Ticket, you and all Ticket holders shall comply with:
 - 10.1.1 any security arrangements, directions or notices displayed or given by officers, employees or agents of or persons authorised by Red Bull Racing Limited, FOHES, FIA, Formula One World Championship Limited, Formula One Management Limited or the promoter or track owner or Ticket Issuer of the respective Grand Prix including but not limited to notices, directions or other requirements relating to access and security, medical matters, evacuation procedures, health and safety and conduct at the respective Grand Prix race; and the conditions of entry displayed at the entrance of the Paddock Club™ facilities.
 - 10.1.2 You must further comply with all applicable laws and regulations in relation to the Tickets. We will not be liable or responsible if you fail to comply with any such law.
 - 10.1.3 By ordering / purchasing a Ticket you will have deemed to have consented to the use by Red Bull Racing (and any third party approved by Red Bull Racing) 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, of any still or moving image taken at the Paddock Club™ facility and any Red Bull Racing location where such images includes any image of you and you have waived such personality rights to the extent necessary to permit such use.

11. OUR LIABILITY

- 11.1 Motor Racing is dangerous and noisy and you and/or ticket holders acknowledge that you may be exposed to possible risk of physical harm due to the nature of any event. We, the sanctioning bodies, the organisers of the event, competitors and drivers, are not responsible for any loss or damage howsoever caused to you and/or Ticket holders, to the maximum extent permitted by law and you acknowledge that attendance at the test event is solely at your own risk.
- 11.2 We will not be liable for any loss, injury or damage, howsoever caused, to you and/or Ticket holders or to your property ("loss") except where and only to the extent that any such loss is caused by our negligence or the negligence of our employees or authorised agents.
- 11.3 Nothing in these Terms and Conditions seeks to exclude or limit the liability of any party in respect of death or personal injury caused by its negligence or any other liability which cannot be excluded or limited at law.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below.
- 12.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

13. COVID-19 CLAUSE (PADDOCK CLUB)

- 13.1 Both parties acknowledge that the ongoing COVID-19 global pandemic is an Event Outside Our Control. As such, at the time of booking, you acknowledge the degree of risk and uncertainty inherent in placing a F1 Paddock Club™ booking for a Grand Prix in 2021.
- 13.2 We and you hereby accept our respective obligations to comply with any and all official guidance, practices or measures put in place or communicated in relation to COVID-19 before, during or after the Grand Prix to which your booking relates, by: (i) the UK Government; (ii) the Government of the country in which the Grand Prix in question takes place; (iii) the Government of your country of departure to that country; and (iv) the FIA and/or Formula One Management.
- 13.3 You acknowledge that the continued existence and spread of COVID-19 may require us to take measures for your own safety and for the safety of other customers, any employees of Red Bull and any other attendees at the Grand Prix to which this booking relates, including but not limited to the following:
- a) implementing changes to your Red Bull Racing Paddock Club™ hospitality package;
 - b) imposing specific requirements regarding entry to the Red Bull Racing Paddock Club™ suite or other areas, including but not limited to the requirement to wear personal protective equipment such face masks;
 - c) imposing maximum guest numbers in any area to which your booking permits you access;
 - d) limiting the availability or provision of food or drink as part of the Red Bull Racing Paddock Club™ experience;
 - e) closing the Red Bull Racing Paddock Club™ suite/ area;
- 13.4 If we consider that significant changes are required to be made to your Red Bull Racing Paddock Club™ experience due to COVID-19 during the Grand Prix, we shall inform you as soon as practicable, and a refund or part-refund will be considered on a case by case basis, which will be at the sole discretion of Red Bull Racing.
- 13.5 You shall be responsible for any and all charges that you may incur in connection with your Red Bull Racing Paddock Club™ experience and any costs associated with your compliance with any regulations or guidance related to COVID-19, including but not limited to the purchase of any personal protective equipment where required.
- 13.6 The remedies and recourse as set out in this clause shall be your sole remedy for any of the eventualities described in this clause, to the exclusion of all other remedies set out in these terms and conditions. It is therefore advised that you consider taking out appropriate travel insurance when making your booking.

14. COMMUNICATIONS BETWEEN US

- 14.1 When we refer, in these Terms and Conditions, to "in writing", this will include e-mail. If you wish to contact us in writing for any other reason, you can send this to us by e-mail (team.hospitality@redbullracing.com) or by pre-paid post to:

Red Bull Racing Limited,
FAO Nick Kenton,
Building 2,
Bradbourne Drive,
Tilbrook,
Milton Keynes
MK7 8AT.

- 14.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

15. GENERAL TERMS

- 15.1 Any personal data processed by Red Bull Racing Ltd will be processed in accordance with Red Bull Racing Ltd Privacy Notice which is available upon request.
- 15.2 You may not assign or transfer or purport to assign or transfer the Contract or the benefit of the Contract to any person.
- 15.3 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party. In the event that any provision in this Contract shall for any reason be held by any judicial determination to be invalid or unenforceable, portions hereof shall continue to be in full force and effect and the parties shall use their reasonable endeavors to negotiate a substitute provision for the provision of this Contract held to be invalid or unenforceable as aforesaid to reflect the purpose or intent (as closely as may be possible) for such provision.
- 15.4 A failure by either party to exercise or enforce any rights conferred upon it by this Contract shall not be deemed to be a waiver of any rights or to operate so as to bar the exercise or enforcement of such rights at any subsequent time or times.
- 15.5 These Terms and Conditions do not and shall not affect your statutory rights as a consumer.
- 15.6 These Terms and Conditions and any Contract shall be governed by and construed in accordance with the laws of England and each of the parties hereby agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter or dispute arising from or in connection with these Terms or with any Contract.