

TERMS AND CONDITIONS

These Terms and Conditions will apply to your purchase or receipt of F1 Paddock Club™ tickets ("Tickets") from Red Bull Racing Limited ("we", "us", "our") (the "Purchase").

Unless your Purchase relates to one of the Grands Prix in Australia, Miami, Singapore or Las Vegas or Brazil, your Purchase shall also be subject to the Paddock Club™ Terms & Conditions of Formula One Hospitality and Event Services Limited ("FOHES"), the organizer of this hospitality service, which can be found at: <https://tickets.formula1.com/en/t-61-terms-and-conditions>.

If your Purchase relates to one of the Grands Prix in Australia, Miami, Singapore or Las Vegas, the Paddock Club is organized and managed by each Promoter directly, not by FOHES. As such your purchase shall also be subject to the relevant Promoter's terms and conditions which can be found at:

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

Miami: <https://flmiamigp.com/general/ticketback-terms/>

Brazil: <https://www.gpbrasil.com.br/en-us/termos-de-uso>

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

Las Vegas: <https://www.flasvegasgp.com/ticket-terms>

(FOHES or the Promoter whose terms and conditions apply to the Purchase (as appropriate) to be referred to as the "Ticket Issuer")

By placing an order for and / or completing a Purchase with us, you agree to these Terms and Conditions of sale and 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 read and accepted these Terms and Conditions and the Ticket Issuer's terms and conditions.

You agree that by using the Ticket you are entering into a separate contract with the Ticket Issuer that imposes additional obligations on you with respect to the Ticket Issuer.

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 You confirm that any information you provide to us shall be true and accurate to the best of your knowledge and belief.
- 1.3 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.
- 1.4 You acknowledge that in entering into a Contract with us (as defined below) 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.
- 1.5 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 2.1 No legally binding contract between us in respect of the Purchase ("Contract") shall be formed unless and until we provide you with written acceptance of an order placed by you in writing. We shall not be liable to sell or provide any Tickets to you prior to the Contract being formed.
- 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. You shall be deemed to have accepted the changes if you do not notify us within 7 days of being notified of such changes. If you object to such change, and provide us with written notice within 7 days of being notified of such changes, these Terms and Conditions shall continue in force unamended by such changes.

3. PRICE OF TICKETS AND BOOKING FEES

- 3.1 You agree to pay the price of the Tickets as quoted on our written acceptance of your order.
- 3.2 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 and you agree to pay the increased Ticket price.
- 3.3 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.

4. TERMS OF PAYMENT

- 4.1 Payment of all sums due under these Terms and Conditions shall be made to us, without deduction of any kind, immediately upon receipt of an invoice in the currency indicated on the invoice.
- 4.2 Payment for the Tickets must be received in full and in cleared funds by us prior to delivery of the Tickets.
- 4.3 You agree to pay any unforeseen costs incurred by us in relation to the supply of Tickets, and understand that these will be invoiced separately if necessary.
- 4.4 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 terminate the Contract or suspend delivery of the Tickets.

5. TICKET LIMITATIONS

- 5.1 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.
- 5.2 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.
- 5.3 If a Ticket has been issued to a named individual, it may only be used by that individual.
- 5.4 Tickets are for the sole use of the person purchasing them and their guests and may not be used for any competition, prize draw, and consumer or trade promotion or similar.
- 5.5 Tickets may not be re-sold or transferred without our express prior written authorisation.
- 5.6 You acknowledge that a Ticket does not include any travel or accommodation and such arrangements must be booked

independently of the Ticket.

- 5.7 It is your responsibility to check any Booking Form and Order Confirmation and to notify us as soon as possible of any error contained therein. We shall have no liability to you in the event of 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.
- 5.8 We reserve the right to cancel any Tickets in the event that you breach any of these Terms and Conditions, and shall not be obliged to provide you with a refund in such circumstances.

6. TICKET DELIVERY

- 6.1 We shall not release or dispatch any Tickets until the total fee for the Tickets have been received by us in cleared funds.
- 6.2 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 at the respective race location.
- 6.3 If we dispatch the Tickets, they shall be sent by a postal service requiring signature on receipt. A signature provided at your nominated delivery address shall be conclusive evidence that you have received the Tickets, and no duplicate Tickets shall be provided after this.
- 6.4 We reserve the right to charge you for any delivery charges we may incur in delivering the tickets.

7. CANCELLATION

- 7.1 In the unlikely event that a Grand Prix is cancelled, 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.
- 7.2 A cancellation charge of 100% of the Ticket fee shall apply for any cancellation by you after a Contract has been formed.

8. CONTRACTUAL ENTITLEMENT TICKETS

- 8.1 If you wish to cancel your Contractual Entitlement Tickets, you must notify us of such cancellation within the specified cancellation timeframe for the respective race in question as communicated to you by us from time to time (the "Order Deadline"), in which case, subject to clause 8.3, the number of cancelled Contractual Entitlement Tickets will be returned to your allocation to be used at other remaining Grand Prix races in the current FIA Formula One Championship season in accordance with the terms of your Partner Agreement.
- 8.2 If you do not notify us of the cancellation before the applicable Order Deadline, the relevant Contractual Entitlement Tickets shall be deemed to have been used and shall not be returned to your allocation.
- 8.3 If your Partner Agreement specifically refers to use of your Contractual Entitlement Tickets at particular Grand Prix races in a particular FIA Formula One Championship season, cancellation of such Contractual Entitlement Tickets for that Grand Prix at any time will result in the loss of those Contractual Entitlement Tickets.

9. AGE – ADMISSION

- 9.1 Any recipient of a Ticket who is under 18 years of age must be accompanied and supervised at all times by a Ticket Holder over 18 years of age, who shall take full responsibility for such individual under 18 years of age. Each person seeking admission to the F1 Paddock Club during a Grand Prix must have their own Ticket regardless of their age, with the exception of babes in arms.
- 9.2 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 facility.

10. RIGHT TO REFUSE ENTRY

- 10.1 We may refuse you entry to or require you to leave our Paddock Club facilities and/or the F1 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; (iv) you are in breach of the Paddock Club, Ticket Issuer's and / or Promoter's terms and conditions of entry; or (v) we have reason to believe that clause 5 of these Terms and Conditions has been breached in respect of a Ticket.

11. OTHER ITEMS

- 11.1 You agree that you shall, and shall procure that all Ticket Holders to whom you provide Tickets shall comply with:
- 11.1.1 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, ticket display, medical matters, evacuation procedures, health and safety and conduct at the respective Grand Prix race; and
- 11.1.2 the conditions of entry displayed at the entrance of the Paddock Club facilities or printed on a Ticket.
- 11.2 You further agree to comply, and procure that all Ticket Holders to whom you provide Tickets 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.
- 11.3 You agree to indemnify us, our employees, agents and contractors against all loss, damage or claims arising out of or in connection with your breach of clause 11.1 or 11.2 above.
- 11.4 You agree that we (and any third party approved by us) may use, 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 or any Ticket Holder to whom you have provided a Ticket and you hereby agree to unconditionally waive such personality rights to the extent necessary to permit such use and shall procure that all Ticket Holders to whom you have provided Tickets shall grant similar waivers at our request.

12. OUR LIABILITY

- 12.1 MOTOR RACING IS DANGEROUS AND NOISY AND YOU AND ALL TICKET HOLDERS TO WHOM YOU HAVE PROVIDED TICKETS 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.
- 12.2 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.
- 12.3 Nothing in these Terms and Conditions seeks to exclude or limit the liability of any party in respect of fraud or death or personal injury caused by its negligence or any other liability which cannot be excluded or limited at law.

13. EVENTS OUTSIDE OUR CONTROL

- 13.1 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.
- 13.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, save for events or acts that are directly or indirectly associated with the COVID-19 pandemic or any other health-related matter pertaining to a pandemic or epidemic in which case clause 13.3 below shall apply, including without limitation strikes, lock-outs 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.

13.3. COVID-19 CLAUSE

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 2022.

- 13.3.1 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 Purchase relates, by: (i) the UK Government; (ii) the Government of the country, region, state or city in which the Grand Prix in question takes place; (iii) the Government of your country of departure to the location of the Grand Prix in question; and (iv) the FIA and/or Formula One Management.
- 13.3.2 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 your Purchase relates, including but not limited to the following:
- implementing changes to your Red Bull Racing Paddock Club hospitality package;
 - 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 as face masks;
 - imposing maximum guest numbers in any area to which your booking permits you access;
 - limiting the availability or provision of food or drink as part of the Red Bull Racing Paddock Club experience; and/or
 - closing the Red Bull Racing Paddock Club suite/area.
- 13.3.3 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.
- 13.3.4 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.
- 13.3.5 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 Limited will be processed in accordance with Red Bull Racing Limited 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.
- 15.4 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 endeavours 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.
- 15.5 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.
- 15.6 These Terms and Conditions do not and shall not affect your statutory rights as a consumer.
- 15.7 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 and Conditions or the Contract.

16. DEFINITIONS

- 16.1 In these Terms and Conditions the following words and phrases shall bear the following meanings:
- "Contract" has the meaning given in clause 2.1;
- "Contractual Entitlement Tickets" means Tickets to which an Official Team Partner is entitled to receive free of charge pursuant to its contractual Partner Agreement or official supply agreement with us;
- "Event Outside Our Control" has the meaning given in clause 13.2;
- "FOHES" has the meaning given in the second paragraph of these Terms and Conditions;
- "Formula One Companies" means FOHES, Formula One World Championship Limited, Formula One Management Limited and their affiliates;
- "Grand Prix" means any race weekend (or part thereof) forming part of the FIA Formula One World Championship;
- "Official Team Partner" means a sponsor, partner or supplier of the Formula One team operated by us which has a current contractual agreement in place;
- "Order Deadline" has the meaning given in clause 8.1;
- "Paddock Club" means the Paddock Club hospitality offering provided by FOHES or the Promoter (as appropriate);
- "Promoter" means the official race promoter of the Grand Prix in question;
- "Purchase" has the meaning given in the first paragraph of these Terms and Conditions;
- "Ticket" has the meaning given in the first paragraph of these Terms and Conditions;
- "Ticket Holder" means the individual natural person who uses or redeems the Ticket;
- "we, us, our" has the meaning given in the first paragraph of these Terms and Conditions.