Williams Racing Paddock Club Ticket Terms and Conditions

In these terms and conditions, the following words shall have the following meanings:

"Affiliates" means: (a) in respect to Williams, any Williams affiliated company; and (b) in relation to FOHES or FOWC; each of the F1 Companies;

"Booking Form" means the booking form on the 'Williams Racing Portal' in respect of the booking of tickets for the PC Programme.

"Championship" means the FIA Formula One World Championship in the year 2024;

"Delta Topco" means Delta Topco Limited, a limited company registered in Jersey with the registered address of 27 Esplanade, St Helier, Jersey, JE1 1SG and with the registered company number of JE95136, or its successor;

"F1 Companies" means together: Delta Topco, any subsidiary of Delta Topco and any holding company and its subsidiaries of any Delta Topco subsidiary (but not including any holding company of Delta Topco), in each case from time to time and F1 Company shall mean any of them;

"F1 Marks" means the names and marks associated with any Formula 1 Event or the Championship (including F1 FORMULA 1 logo, F1 logo, F1, FORMULA 1, FORMULA ONE, FIA FORMULA ONE WORLD CHAMPIONSHIP, GRAND PRIX, FORMULA 1 PADDOCK CLUB, PADDOCK CLUB, the Authorised Distributor Logos and the Designation and any related marks, stylised logo, version or translation thereof) and any other official Formula 1 and/or Championship expression, logo or device within the ownership or control of, or being used by, any F1 Company or as may be notified to you by Williams and/or any F1 Company from time to time;

"FIA" means Fédération Internationale de l'Automobile:

"FOHES" means Formula One Hospitality and Event Services Limited, a company incorporated and registered in England whose registered office is at No. 2 St. James's Market, London, SW1Y 4AH, United Kingdom

"FOWC" means Formula One World Championship Limited incorporated in England with registered number 4174493 of No. 2 St James's Market, London, SW1Y 4AH, together with its successors and assigns;

"Paddock Club Event" means in the year 2024 the round of the Championship at which the PC Programme is scheduled to take place and to which the Ticket(s) relate(s);

"PC Programme" means the Formula 1 VIP hospitality programme known as the "Formula 1 Paddock Club";

"PC T&Cs" means the standard terms and conditions for the PC Programme as determined or approved by FOHES from time to time;

"Tickets" means the tickets purchased for the PC Programme taking place at the Paddock Club Event;

"Williams" means Williams Grand Prix Engineering Limited, a company incorporated and registered in England and Wales whose registered office is at Grove, Wantage, Oxfordshire, OX12 0DQ;

"Williams Marks" means the trade marks, whether registered or otherwise owned by, or licensed to, Williams or its Affiliates including but not limited to the 'Williams' and 'Williams Racing' names and logo(s);

"you" means the purchaser of Tickets;

1. General

All Tickets are subject to the Formula 1 Paddock Club Standard Terms & Conditions and/or the applicable terms and conditions for the relevant Paddock Club Event as are available here: https://www.williamsf1.com/f1/paddock-club-terms-and-conditions and the Ticket-back terms and conditions, both as may be updated from time to time ("PC T&Cs"). By ordering the Tickets you are agreeing to comply with the terms hereof and the PC T&Cs and ensure compliance therewith by each Ticket holder(s). You agree that you shall be primarily liable for any acts and/or omissions of each Ticket holder including, but not limited to, compliance with the terms hereof and the PC T&Cs.

2. Basis of Sale

The submission of a Booking Form constitutes an offer for the purchase of Tickets capable of being accepted by Williams. You will receive a confirmation email from or on behalf of Williams, which shall confirm that your submitted Order Form has been received. Williams' confirmation of receipt of your Booking Form does not confirm availability or purchase of any Tickets which are strictly subject to availability at all times.

3. Price

By submitting the Order Form, you are making an irrevocable offer to purchase the Tickets at the price detailed on the 'race information' section of the Williams Racing Paddock Club Ticket portal and as detailed on the basket page.

4. Payment/Tax

Williams, or our payment partner, Grand Prix Tickets GmbH ("**GPT**") will submit an invoice for payment of the Tickets following Williams' confirmation that your Order Form has been submitted and received pursuant to sections 2 and 3 above.

All invoices must be paid within the payment deadline detailed in the applicable invoice without any deduction. Williams reserves the right to cancel invoices or Ticket purchases at customer's expense and to resell Tickets if a payment is not made in accordance with the applicable payment terms.

All payments for Tickets shall be made to GPT. GPT accepts the following methods of payment: advance payment (bank transfer), immediate bank transfer or credit card. Credit card payments are processed via PCI DSS- certified Service Provider.

The Price shall be exclusive of value added tax and all other applicable taxes which shall be paid by the Customer in addition to the Price.

Delivery

Tickets will be made available for collection by you from a location to be notified by Williams prior to the applicable PC Event. In the event you have any queries, please email paddockclub@williamsf1.com.

6. Risk/Title

Only after receiving the invoice from GPT, the contract is concluded between the customer and GPT

7. Cancellation

Once the Booking Form is submitted you acknowledge and agree that no exchange, cancellation or refund of any Ticket will be permitted. You further acknowledge and agree that you may not withdraw from this agreement for the purchase of Tickets.

8. Additional Terms

- 8.1 You hereby agree that you will:
 - a. save as may be expressly permitted by Williams in writing (and, for the avoidance of doubt, subject to any conditions and/or restrictions as may be notified by Williams from time to time) not sell or re-sell the Tickets to any third party without the prior written approval of Williams on a case by case basis;
 - b. not hold yourself out as an authorised distributor of Paddock Club Tickets;
 - c. comply with: (i) all applicable legal and regulatory requirements; and (ii) any reasonable directions of Williams and/or FOHES from time to time in respect of the Tickets;
 - d. not: (i) use the Williams Marks without the prior written approval of Williams on a case by case basis; and (ii) make any announcement about the terms of this Agreement nor give any publicity whether directly or indirectly to this Agreement without the prior written consent of Williams on a case by case basis;
 - e. not, at any time, use and/or otherwise infringe, dispute or challenge the validity of the F1 Marks, or the rights of FOHES or any of its Affiliates in the F1 Marks;
 - f. comply, at all times, with the PC T&Cs, which form part of this Agreement and apply *mutatis mutandis* as between Williams and you;
 - g. comply with, and ensure that all individuals attending with Tickets shall comply with: (i) the terms hereof and the PC T&Cs; (ii) any rules, guidance or policies of Williams, FOHES or any other F1 Company or their affiliated companies in respect of the Tickets and/or attendance at any Paddock Club Event; (iii) Williams' reasonable requests from time to time; and (iv) any additional terms and conditions in respect of the Tickets as may be notified to you from time to time; including, unless notified to the contrary by Williams, when attending the PC Programme:
 - i. no Formula 1 or sporting team colours (save for Williams Racing) to be worn;
 - ii. Smart casual dress code;
 - iii. no disruptive behaviour;

Notwithstanding its other rights and remedies which shall remain unaffected, Williams reserves the right to refuse entry and/or remove any individuals who are not in compliance with the above without any liability;

h. ensure that Tickets shall: (i) not be used for onward distribution or sale except as detailed at clause 8.1(a) above; (ii) not be used in relation to any prize, competition, contest, lottery, auction, premium, giveaway, sweepstake, advertising or consumer or trade promotion of any kind; (iii) not be marketed, sold, included or bundled with any other incentive, package, reward, benefit, product or offering of any kind; (iv) shall not be used as separate day tickets in respect of the Saturday and/or Sunday of each Paddock Club Event; and (v) not (directly or indirectly) be promoted or marketed in conjunction with, or in association with, any brands whatsoever;

- not do, cause or permit to be done any act or thing that: (i) brings Williams, FOHES, its Affiliates, FIA, PC Programme, Championship (or its officials / participants) into disrepute; or (ii) is defamatory;
- 8.2 You are responsible for the accuracy of all details contained in your completed Booking Form. Neither Williams nor FOHES shall be liable for any error or omission on any Booking Form and you shall hold harmless Williams, FOHES and its Affiliates (and 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, Williams, FOHES, any of its 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;
- 8.3 You hereby fully indemnify, hold harmless and keep indemnified Williams, FOHES and its Affiliates against any charges, losses, expenses, damages, liabilities, fines, penalties, actions, judgments or claims sustained or incurred by Williams, FOHES or any of its Affiliates arising from any breach of your obligations hereunder;
- 8.4 You hereby agree that neither Williams, nor any third party shall be liable hereunder for any indirect or consequential losses or damages (including, but not limited to loss of profits or loss of business) and Williams and any third party's liability to you pursuant to this Agreement shall be limited to the amount received by or on behalf of Williams from you in respect of the purchase of the Tickets;
- 8.5 You hereby agree to keep the terms hereof, and any information provided by or on behalf of Williams in respect of the Tickets, strictly confidential at all times;
- 8.6 Save as expressly permitted hereunder, you may not sell or assign, sub-license, charge, dispose of by way of declaration of trust, novate or otherwise part with (or purport to do any of those things in relation to) any rights granted or reserved herein (whether beneficially or legally) to a third party;
- 8.7 Williams shall have the right to assign, license, charge, declare a trust, grant an interest in or otherwise dispose of, or to novate any or all of its benefits or obligations under this Agreement in any way whatsoever;
- 8.8 You further acknowledge that Williams shall have the right to sub contract and otherwise delegate any of the services which it agrees to perform in this Agreement and/or in relation to delivery of any of the rights granted herein and references in this Agreement to Williams shall be interpreted accordingly;
- 8.9 Williams may terminate this agreement immediately in the event:
 - 8.9.1 you commit any breach of any of your obligations under this Agreement and, where capable of remedy, fails to remedy such breach within: (i) 5 days; or (ii) if the breach takes place or is anticipated to take place at any time during the relevant Paddock Club Event, 5 hours, in each case of you being notified of the breach; or
 - 8.9.2 you go into liquidation, becomes insolvent, makes any composition or arrangement with your creditors, a receiver or administrator is appointed in respect of any of its assets or any other analogous step or procedure is taken in any jurisdiction or otherwise made bankrupt or fail to pay your debts as they fall due;
- 8.10 Save as detailed below, no addition to, amendment, modification or waiver of any provision of these Terms and Conditions shall be binding upon Williams unless in writing and signed by Williams;
- 8.11 Williams may update the terms hereof from time to time and, in the event of any such updates, we will provide you notice by email to the email address provided on the Booking Form;

- 8.12 Notwithstanding that any provision of the terms hereof may prove to be illegal or unenforceable in any jurisdiction, the other provisions herein shall continue in full force and effect. If any provision is held to be illegal or unenforceable in any jurisdiction then the provision shall be amended so as to be legal in that jurisdiction and to be as similar as possible to the original provision;
- 8.13 Nothing herein is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way;
- 8.14 Williams, Grand Prix Tickets Ges.m.b.H, the F1 Companies, and their affiliates reserve the right to use any information provided by you when purchasing the Tickets in accordance with their official privacy policies.
- 8.15 The terms hereof and any non-contractual obligations arising out of or in connection with them are governed by, and shall be interpreted and construed in accordance with, the laws of England and Wales. These terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be subject to the exclusive jurisdiction of the courts of England and Wales.