

ACTION.PACKED. TERMS AND CONDITIONS

Thank you for placing your order for Red Bull Racing's "Action.Packed" hospitality box ("**Box**") with Red Bull Racing Limited ("we" or "us").

These Terms and Conditions apply to all orders for Boxes whether orders for cash purchases, or orders for Boxes to which you are entitled as existing partnership assets ("**Contractual Entitlement**") or orders for Boxes in substitution of other partnership benefits under your partnership agreement with us ("**Substitution**").

By placing an order for Boxes with us, you agree to Red Bull Racing's Terms and Conditions, and you and any person on whose behalf you are purchasing a Box will be deemed to have accepted these Terms and Conditions.

All orders are subject to availability.

1. CUSTOMERS

- 1.1 You confirm that you have authority to bind any business on whose behalf you order Boxes 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 of Boxes.
- 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 based on any statement in these Terms and Conditions.

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 2.1 An order placed by you via the prescribed online method of booking (the "**Booking Form**") constitutes an offer by you to purchase Boxes. All orders are subject to acceptance by us. The Contract is formed when your order is confirmed in writing by us ("**Order Confirmation**").
- 2.2 We will only provide and you shall only receive the Boxes once you have placed an order which we confirm via an Order Confirmation (subject to these Terms and Conditions, which shall govern the Contract to the exclusion of any other terms and conditions).
- 2.3 No variation to these Terms and Conditions shall be binding unless agreed in writing between your authorised representative and us.
- 2.4 We reserve the right to amend these Terms and Conditions from time to time and will notify you of any such changes.

3. MINIMUM ORDER AND PERSONALISED ORDER

- 3.1 Orders are subject to a minimum of 10 Boxes and we will not accept any order for fewer than 10 Boxes.
- 3.2 If you order 100 Boxes or more you will be offered the opportunity to personalise the Boxes. This means that certain items in the Boxes will be substituted with personalised versions as detailed in paragraph 6 below.

4. TERMS OF PAYMENT

- 4.1 Payment shall be made to us (or any payment provider nominated by us), without deduction of any kind, immediately upon receipt of an invoice in the currency indicated on the invoice.
- 4.2 Payment for the Boxes must be received in full and in cleared funds prior to delivery of the Boxes. Ownership of the goods in the Boxes will pass to you once we have received payment in full.
- 4.3 You accept liability for any unforeseen costs in relation to the supply of the Boxes, 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 cancel the Contract or suspend delivery of the Boxes.
- 4.5 Unless we are fraudulent or negligent we will not be liable to you for any losses caused as a result of unauthorised access to the personal and transactional information you provide us with (or provide any payment provider nominated by us with) when placing an order.

5. PRICES

- 5.1 Subject to Clause 4.3 above, the prices of the Boxes will be as quoted on our confirmation in writing to you.
- 5.2 Prices for our Boxes may change from time to time, and in the event of any such change in Box price we shall be entitled to pass such changes on to you.
- 5.3 The price that you will be charged for a Box 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.
- 5.4 Subject to Clause 4.3 above, the prices of the boxes as quoted on the Order Confirmation shall include costs of delivery in accordance with paragraph 7 below.

Contractual Entitlements and Substitution

- 5.5 If your Order is made in respect of a Contractual Entitlement, there will be no Price applicable and the number of Boxes in any Order shall be deducted from your Contractual Entitlement as agreed in the relevant supply or partner agreement.
- 5.6 If your Order is made in Substitution, there will be no Price applicable and upon the formation of the Contract hereunder the contractual allocation of the substituted benefit shall be deducted from the respective agreement and we shall have no further liability whatsoever in relation to the substituted rights.
- 5.7 In the case of Substitution of Paddock Club Tickets for each Paddock Club Ticket a Team Partner and/or Supplier chooses to substitute, the ratio of Paddock Club Tickets to Boxes shall be 1:10. For the avoidance of doubt this shall mean for every one (1) Paddock Club Ticket substituted, the Partner and/or Supplier shall receive ten (10) Boxes.
- 5.8 In case of Substitution of Grandstand Tickets, for each weekend Grandstand Ticket a Team Partner and/or Supplier chooses to substitute, the ratio of weekend Grandstand Tickets to Boxes shall be 2:1. For the avoidance of doubt this shall mean for every two (2) weekend Grandstand Tickets substituted, the Partner and/or Supplier shall receive one (1) Box.
- 5.9 In the event the content and offering of the Boxes changes to a higher value, we reserve all rights to amend the ratios as set out at clauses 5.7 and 5.8 above.

6. ACTION.PACKED BOXES

- 6.1 The Boxes contain the following items:
- i. Welcome letter with exclusive online content access details
 - ii. x1 Team cap (OR in personalised Boxes x1 co-branded cap. One size)
 - iii. x1 Team polo shirt
 - iv. x1 Team lanyard with VIP pass containing digital access codes to the Live 'At-Track' Webcast
 - v. x1 Team water bottle (OR in personalised Boxes x1 co-branded water bottle)
 - vi. x1 Team flag
 - vii. x2 signed driver cards
 - viii. x2 Red Bull cans
 - ix. x1 Race weekend theme recipe card
 - x. x1 Wings for Life information card
 - xi. x1 copy of Red Bulletin
 - xii. x1 VIP Team gift
- 6.2 Packaging may vary.
- 6.3 In the event of supply difficulties, we reserve the right to make equivalent substitutions of items and no further liability or compensation shall be due.
- 6.4 We reserve the right not to sell Boxes to any person who is either directly or indirectly associated with any of our Formula One™ competitors.
- 6.5 Boxes may not be used for any competition, prize draw, and consumer or trade promotion or similar.
- 6.6 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 Box which contains an error which derives from the relevant Booking Form (for the avoidance of doubt this shall include incorrect sizing selections, personalisation selections or contact details made on the Booking Form).
- 6.7 For each Box purchased by an official partner or supplier of the Team that is not a Contractual Entitlement, we shall make a £50 donation to our charity partner, Wings for Life UK – who fund scientific research, in the pursuit to find a cure for spinal cord injury (UK Registered Charity No: 1138804 | office@wingsforlife.co.uk).

7. DELIVERY

- 7.1 Boxes will be delivered to individual "guest" addresses only within the UK, EEA, USA, Japan and Mexico ("**Delivery Area**").
- 7.2 We make every effort to despatch the Boxes on time and in preparation for the particular Formula One™ race or other event the Box relates to.
- 7.3 If the Box(es) are not delivered within the time period we specify in the Order Confirmation, please contact us quoting the reference contained in your Order Confirmation.
- 7.4 All deliveries are to an address not a named individual and you warrant that the address(es) provided by you in the Order Form are correct. Delivery is complete once the Box(es) have been delivered to the address(es) provided by you in the Order Form and the Goods will be at your risk from that time.
- 7.5 Boxes that are unable to be delivered will not be refunded, and no duplicate Boxes will be provided for lost or stolen Boxes.

- 7.6 Boxes must be checked immediately on receipt as we will not be able to assist with any issues raised later.
- 7.7 Delivery times may vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or force majeure (e.g. weather, pandemics, epidemics, lock-downs, government restrictions) for which we will not be responsible. Any new delivery charges incurred due to such matters will be passed on by us.
- 7.8 Delivery will be carried out by our chosen delivery partner from time to time and the manner of delivery is subject to their terms and conditions as notified to you from time to time.
- For deliveries within the Delivery Area
- 7.9 If an Order contains only Boxes for Delivery within the Delivery Area we may deliver, at your choice, individual Boxes to your individual guests' addresses, whose details you will provide to us in or along with the Order Form.

- For deliveries outside of the Delivery Area
- 7.10 If an order includes Boxes for delivery outside the Delivery Area, we will deliver all relevant Boxes included in the Order only to one single address provided by you on or with the Order Form, which must be within the Delivery Area. Onward delivery to your individual guests shall be entirely your own responsibility and at your own risk.
- 7.11 Such deliveries shall be shipped upon receipt of the order. Boxes are shipped Monday to Friday. Please allow sufficient time for shipping and local customs clearance. Please note that if you order a number of items for delivery to the same address, they may be despatched separately, and we cannot guarantee delivery on the same day.
- 7.12 The Boxes are suitable for customers within the UK. If you purchase items for usage and distribution to locations outside the UK you do so at your own risk and have a responsibility regarding compliance with local laws. Such deliveries may be subject to import duties, taxes and fees. These are levied once the items reach the specified destination. You are responsible for import duties, taxes and fees incurred on your purchases. Customs authorities may request personal information when inspecting parcels; failure to provide this information to Customs will result in the parcel being returned, we therefore recommend that the recipient's telephone details be included with the order. In this instance we are unable to refund the cost of postage and packaging. Please note that for items you order, you are considered the importer and must comply with all laws and regulations of the country in which the items are to be delivered. Please note that cross-border deliveries are subject to opening and inspection by customs authorities. Red Bull Racing Limited cannot guarantee that your Boxes will arrive in the same condition that they were dispatched should they be subject to inspection. We regret that we are unable to provide a refund in the event of a failed delivery outside the UK.

8. RETURNS

- Items Damaged in Transit
- 8.1 If you take delivery of a Box from us and the packaging but not the contents are damaged, we will have no responsibility to you. If you take delivery of a package from us and the contents of the Box have been damaged in transit, we will exchange the damaged items without charge to you provided you return the damaged item(s) to us within 30 days of taking delivery.

- Defective Items
- 8.2 You have the right to return a faulty item within 30 days along with proof of purchase.
- Incorrect Items
- 8.3 If we have sent you an incorrect item, please notify us as soon as possible or within 30 days and return the incorrect item to us and specify the correct details in writing. If you would like us to replace the incorrect item with the item you ordered we will send you the correct item as soon as possible once it has been returned. We will not charge you for the incorrect item and we must have the incorrect item returned before investigating.

9. LIVE 'AT-TRACK' WEBCASTS AND WEBSITE SPECIAL ACCESS AREA

- 9.1 Access credentials to gain access to the online Live 'At-track' webcast platform ("**Live Platform**") will be provided in the Boxes or separately to you by email.
- 9.2 You and your guests agree to follow all instructions provided by us from time to time in order to log into the Live Platform and we bear no responsibility for failure to do so at the correct time or at all.
- 9.3 By logging into the Live Platform, you and your guests agree to be bound by the following rules of participation:
- not to record (directly or indirectly), download, modify, copy, reproduce, republish, upload, post, transmit or distribute in any way the webcast whether in whole or in part;
 - the user log in details are solely for the use of the individual guest and are not to be shared or distributed to any other person or third party
 - not to behave in any way that could cause offence to participants or offend public morals and decency in any way
 - to ensure that your web browser is up to date and internet connection is sufficient to support a live webcast event and we will bear no responsibility to you for any failure in connection;
- 9.4 We reserve the right to remove, suspend, interrupt or terminate your access rights to the Live Platform in the event of any failure by you or your guests to observe the rules of participation as set out at clause 9.3.
- 9.5 Timings and Red Bull Racing participants scheduled for the Live 'At-track' webcast may be subject to alteration at short notice and we shall bear no responsibility to you for such changes;
- 9.6 You understand and agree that the Live Platform is operated by a third party and as such we give no guarantees, representations or warranties that the Live Platform and webcast will be free from any error, interruption, connectivity problems, streaming issues, audio, video or any other technical issues and/or interruptions.
- 9.7 You agree to be bound by Red Bull Racing's Website Terms of Use at all times when accessing the Special Access Area provided as part of the Box.

10. OUR LIABILITY

- 10.1 Save to the extent that we are responsible for foreseeable loss and damage wilfully caused by us, to the maximum extent permitted by law, Red Bull Racing Limited accepts no liability and shall not be responsible for any loss or damage,

whether foreseeable or otherwise, including direct, indirect, consequential, special or exemplary damages however they may arise.

- 10.2 We will not be responsible to you for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause beyond our reasonable control.

11. COMMUNICATIONS BETWEEN US

- 11.1 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 (trackside.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.
- 11.2 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.

12. GENERAL TERMS

- 12.1 You warrant that in respect of all guest data provided by you, you have obtained all necessary consents in compliance with applicable data privacy laws (including the General Data Protection Legislation and UK GDPR) and that such data has otherwise been collected, and transferred to us, in accordance with the data privacy laws. 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.
- 12.2 We only sell items to adults (over the age of 18). If you are under 18, you may only place an order with the involvement and consent of a parent or guardian. By placing an order with us it is confirmation from you that you are of legal age.
- 12.3 You may not assign or transfer or purport to assign or transfer the Contract or the benefit of the Contract to any person.
- 12.4 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 12.5 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.
- 12.6 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.
- 12.7 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 or with any Contract.