

## MATCH HOSPITALITY AG

### FORMULA 1® BRITISH GRAND PRIX 2021 SALES REGULATIONS

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

- 1.1 These Sales Regulations outline the terms and conditions which apply to, and govern, Hospitality Packages for the 2021 FORMULA 1 BRITISH GRAND PRIX which are made available by the Sales Agent directly to a Customer. MATCH Hospitality has authorised the Sales Agent to act as its agent solely in connection with the distribution of Hospitality Packages.
- 1.2 MATCH Hospitality (“**MATCH**”) reserves the right to amend the manner in which it makes Hospitality Packages available and reserves the right to amend these Sales Regulations from time to time. The Sales Regulations in force at the date on which the Customer secures Hospitality Packages from the Sales Agent shall apply. MATCH may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.
- 1.3 All capitalised terms used in these Sales Regulations shall have the meaning ascribed to them in Clause 15.

#### **2. Transaction Details**

- 2.1 The Sales Agent has an allocation of Hospitality Packages that it is entitled to make available directly to Customers in accordance with an agreement with MATCH.
- 2.2 Other than as specifically described in these Sales Regulations with respect to the official Hospitality Packages provided by MATCH, the financial terms, conditions and requirements under which the Sales Agent makes Hospitality Packages available to the Customer are determined between the Sales Agent and the Customer. For the avoidance of doubt, MATCH has no involvement, responsibility or liability for any ancillary service transactions (such as travel, accommodation or other amenities) which the Customer may secure from the Sales Agent and any such transactions are subject to separate arrangements agreed between the Sales Agent and the Customer.
- 2.3 The Sales Agent has the obligation to ensure that: all Hospitality Packages governed by these Sales Regulations will be delivered by the Sales Agent to the Customer. Customer should contact MATCH directly if the Sales Agent has not acted in compliance with these requirements.

#### **3. The Sales Agreement**

- 3.1 Each Customer irrevocably agrees, acknowledges and undertakes to comply with:
  - (i) these Sales Regulations;
  - (ii) the Ticket GTCs; and
  - (iii) the Stadium Code of Conduct.
- 3.2 Upon the Sales Agent’s notification to MATCH of the allocation of the Hospitality Packages to the Customer, the Sales Agent shall become the principal in the sale of Hospitality Packages to Customers. The Customer acknowledges, however, that MATCH has been authorised by the Event Authority to provide a Ticket to the Customer as an integral part of each Hospitality Package and that the Event Authority, upon MATCH’s notification to the Event Authority of the sale of Hospitality Packages to Customers, automatically becomes the principal in the sale of the Ticket being part of a Hospitality Package. The Customer hereby accepts this direct contractual relationship with the Sales Agent concerning the sale of the Hospitality Package elements other than the Ticket, and the Event Authority concerning the sale of the Ticket being part of the Hospitality Package. Customer acknowledges that,

based on this direct relationship between the Event Authority and Customer, the Event Authority has the right to exercise any of the rights identified in these Sales Regulations, as well as any other documents referred to in these Sales Regulations with respect to Tickets pursuant to the Ticket GTCs as well as any other documents referred to in these Sales Regulations.

- 3.3 These Sales Regulations, the Product Description, the Ticket GTCs and the Venue Rules represents the sole and complete statement of the respective rights and obligations of MATCH and the Customer 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 Hospitality Packages.

#### **4. Hospitality Packages**

- 4.1 The scope of the services and benefits made available to the Customer by MATCH in respect of each Hospitality Package will be outlined in the Product Description. Sales Agents are not permitted to modify the Product Description. Customer may contact MATCH directly with any questions about the Product Descriptions.
- 4.2 The Customer accepts and acknowledges that the scope of the Hospitality Package services and benefits made available to it or any seat location are subject to such changes as may be required for reasons of public safety and security, or by MATCH and/or the Event Authority (acting reasonably) from time to time. MATCH shall notify the Sales Agent of such changes as soon as reasonably possible.
- 4.3 Certain hospitality benefits and/or services may be delivered by MATCH in Hospitality Facilities which are located in temporary hospitality structures in respect of which construction may not be completed as at the date the Customer secures the Hospitality Packages from the Sales Agent. In either circumstance, detailed descriptions of the applicable Hospitality Facility will be provided as and when practicable.
- 4.4 The Customer and each of its Guests are required to bring with them, on the applicable Event, both the Ticket and the Hospitality Access Pass to enable them to access a seat to view the Event and to access the Hospitality Facilities. In the event that the Hospitality Access Pass and/or the Ticket is to be made available for collection at the venue, rather than delivered by the Sales Agent, the Customer should be notified in advance by the Sales Agent.
- 4.5 Customers who require special assistance (such as wheelchair seating and/or wheelchair access to Hospitality Facilities and/or the Venue) must notify the Sales Agent prior to securing a Hospitality Package. In the event that any Customer, following execution of an order form, subsequently wishes to provide a Hospitality Package to a person who requires any such facilities, the Customer shall notify the Sales Agent as soon as reasonably practical and MATCH, having been notified by the Sales Agent, will use reasonable efforts to provide such facilities (subject to availability).
- 4.6 Customer voluntarily enters into an agreement with the Sales Agent to purchase the Hospitality Package acknowledging that the Hospitality Package price is an all-inclusive price, which includes food, beverage and which may also include gift products, which are not typically served at the Venue and are not capable of being separately priced or sold as individual servings. The Hospitality Packages do not include any items that are not listed in the Product Description.
- 4.7 Subject to the Product Description, the Customer acknowledges and agrees that parking passes (i) are subject to availability and final confirmation by MATCH (ii) must be specifically requested in writing by the Customer to the Sales Agent and (iii) will, provided the Sales Agent has notified MATCH and/or unless MATCH determines otherwise (at its sole discretion), be allocated on the basis of one (1) automobile space per Event for no more than every four (4) Hospitality Packages purchased per Event or one (1) bus space per Event for every forty (40) Hospitality Packages purchased per Event.

#### **5 Delivery of Hospitality Package Components**

- 5.1 Provided that the Sales Agent has paid in full for the Hospitality Packages allocated to it, the Customer's Hospitality Access Passes, Tickets, parking pass and all other applicable Hospitality Package components will be:
- (i) delivered by MATCH to the Sales Agent for onward distribution to the Customer no later than two (2) weeks before the Event; or
  - (ii) made available for collection by the Sales Agent for onward distribution to the Customer at MATCH customer service centres, in accordance with policies to be established by MATCH and notified to the Customer by the Sales Agent.
- 5.2 The Customer acknowledges and agrees that the delivery or the availability for collection of Hospitality Package components is subject to the Customer having complied in full with all elements of the Sales Regulations.
- 5.3 Neither MATCH nor the Sales Agent will be responsible or liable in any way to a Customer or any third party as a result of any late delivery of a Hospitality Package which arises as a result of a failure of and/or interruption to any delivery services.
- 5.4 If the Customer has not received the Ticket, Hospitality Access Pass and all other applicable Hospitality Package components at such time indicated in Section 6.1 (i), it is the sole responsibility of the Customer to immediately notify the Sales Agent in writing.
- 5.5 Any Ticket, Hospitality Access Pass or parking pass which has become damaged in any way after delivery to, or collection by, the Customer and is, as a consequence, unreadable, may not be accepted for admission to, or use at, a Venue and/or Hospitality Facility. It is the sole responsibility of the Customer to notify (the Sales Agent (who in turn will notify MATCH) in the event that any Ticket, Hospitality Access Pass or parking pass is delivered or collected in a damaged condition. In the absence of any such notification, the relevant Ticket, Hospitality Access Pass or parking pass will be deemed to be undamaged at delivery or collection.
- 5.6 The Event rights holder, Silverstone, MATCH and the Sales Agent shall not be responsible or liable in any way to a Customer or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket, Hospitality Access Pass or parking passes or other Hospitality Package component once received or collected by the Customer.
- 5.7 MATCH reserves the right to determine whether to issue replacement Hospitality Access Passes, Tickets or parking passes in the event of any occurrence of the circumstances outlined in Sections 5.4, 5.5 and/or 5.6, and to determine the conditions which may apply to any such replacements. MATCH reserves the right to determine the conditions which shall apply to the replacement Hospitality Access Passes, Tickets or Parking Passes in the event of any occurrence of the circumstances outlined in Sections 5.4, 5.5 and/or 5.6.

## **6 Hospitality Services**

The Customer acknowledges and accepts that:

- (i) access to the Venue and/or Hospitality Facilities is strictly limited to the day in respect of which a Hospitality Package has been purchased, and to the times indicated by MATCH. All timings are approximate, subject to the Event Authority's discretion and may vary depending on the length of the Event;
- (ii) the delivery of all hospitality services and benefits in connection with a Hospitality Package are subject to applicable laws;
- (iii) MATCH retains the right to amend the scope of the Hospitality Facilities and hospitality services and benefits applicable to any Hospitality Package, provided that MATCH provides the

Customer with replacement hospitality services and benefits of substantially similar or better quality and value; and

- (iv) access to Hospitality Facilities will be limited to Customers and Guests who are in possession of Hospitality Access Passes.

## **7. Ticket GTCs and the Venue Rules**

- 7.1 The Ticket GTCs, the Venue Rules and these Sales Regulations each form an integral part of the of the transaction between the Sales Agent and the Customer, and the Customer irrevocably undertakes to fully comply with the Ticket GTCs, the Venue Rules and these Sales Regulations. The Ticket GTCs comprise the version to which the Customer agrees to be bound at the date the Customer transacts with the Sales Agent and which may be updated at a future time. The Customer agrees to accept and comply with any updated version of the Ticket GTCs issued subsequently.
- 7.2 The Customer further agrees to ensure that its Guests fully comply with the Ticket GTCs, the Venue Rules and these Sales Regulations and remains primarily liable to MATCH for any non-compliance. It is the Customer's responsibility to notify to each individual Guest in writing of the requirements of the Ticket GTCs, the Venue Rules and these Sales Regulations and to procure full compliance with the same by its Guests.
- 7.3 For the avoidance of doubt, all of the terms and conditions reflected in the Ticket GTCs and these Sales Regulations with respect to the Venue to which a Customer or Guest gains access through the use of a Ticket shall also apply to the Hospitality Facilities, in so far as is relevant, to which the Customer or Guest gains access through the use of Hospitality Access Pass on the specific Event day.
- 7.4 Any measures taken or imposed by an Event Authority (including, without limitation, the police authorities) with respect to any Event, any Ticket or the Venue shall apply to the Customer and/or its Guests. By way of illustration only, if any Ticket is cancelled or a Customer or Guest is expelled from, or refused entrance to, the Venue and/or the Hospitality Facilities as a result of a violation of the Ticket GTCs, the Venue Rules or these Sales Regulations or as result of any action authorised pursuant to any law or by-law, the Customer and/or the Guest may (without prejudice to any other rights or remedies MATCH may have) lose all rights pursuant to its Hospitality Package(s) (including the Ticket component), with no right of refund.
- 7.5 The locations of seats for specific Ticket categories for Events at the Venue are determined by the Event Authority in its discretion. MATCH shall not be responsible or liable in any way to a Customer and/or any Guests in relation to any complaints regarding locations of seats.

## **8 Data**

- 8.1 The Customer agrees that it shall comply with the Event Authority's and MATCH's directives with regard to the provision of individual data for Guests. The Customer shall provide MATCH (via the Sales Agent), immediately following any request by MATCH and/or any third party authorised by the Event Authority , with full details relating to its identity and the identity of each of its Guests, including the Guest's name, passport/identity card numbers, nationality and date of birth and email address.
- 8.2 MATCH is the controller of the Customers' and its Guests' personal data provided to MATCH. MATCH does not collect any information relating to the Customers' and its Guests' without their knowledge and consent, when required. MATCH undertakes that the processing of personal data, for the purposes of the performance of the Hospitality Packages delivery, is carried out in compliance with all applicable laws (including but not limited to the General Data Protection Regulation).
- 8.3 Where data is requested from Customers and Guests by the Sales Agent, Silverstone and/or any third party authorised by Silverstone for their own purposes, the latter act as controllers of the data processing, by determining the means and purposes of such processing. The Customers and Guests must, therefore, refer to the relevant Privacy Notices available on their respective websites.

- 8.4 The data supplied under Clause 8.1 is necessary for the processing of the Customers and Guests Hospitality Packages' orders and the performance of associated services. In some cases, such data are also necessary for MATCH to comply with its legal obligations. In the absence of such data, MATCH will not be able to proceed with the Hospitality Packages delivery. In the event that the Customer fails to provide such data, MATCH reserves the right (without prejudice to any other rights or remedies MATCH may have) to withhold delivery of the Hospitality Packages until such data is provided, to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or any Hospitality Facility to any Customer or Guest for which data has not been provided, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by MATCH.
- 8.5 MATCH or an Event Authority may carry out access controls at the Venue. In the event that a Customer or Guest attempts to use a Hospitality Package at the Venue and/or Hospitality Facility and the personal details of such Customer or Guest do not match the data provided in respect of such Hospitality Package, MATCH or the Event Authority expressly reserves the right to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or Hospitality Facility to the Customer or Guest, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) may be made available for re-sale by MATCH.
- 8.6 In their capacity as data subjects, Customers and Guests hold certain rights with regards to the processing of their personal data by MATCH, including the right to be provided with information regarding the processing. In this respect, MATCH will process their personal data in accordance with MATCH Privacy Policy (current version of this Policy is available at <https://hospitality.silverstone.co.uk/en/privacy-policy/>).
- 8.7 The personal data provided to MATCH will, subject to applicable law, be used, processed, stored, shared with Silverstone and any third party authorised by Silverstone pursuant to these Sales Regulations and transferred to third parties designated by MATCH and/or Silverstone (located both within and outside of the UK and Switzerland) in accordance with MATCH Privacy Policy (current version of this Policy is available on request or at <https://hospitality.silverstone.co.uk/en/privacy-policy/>) and for purposes relating to: (i) Hospitality Package sales and allocation procedures, (ii) any relevant safety and security measures, and (iii) rights protection measures in connection with the Event.
- 8.8 Customers may update, correct or amend their personal data by contacting MATCH in writing. If an Event is cancelled or no longer wishes to proceed with the order (for any reason), the Customer may request deletion of its personal data provided in connection with the order by contacting MATCH in writing.
- 8.9 In case Hospitality Packages are bought by, lawfully allocated to or otherwise issued by way of contract to a legal entity, the legal entity will have to ensure that it has: (a) informed the individuals benefiting from the Hospitality Packages whose personal data is required, of the processing of their data, the purposes of the processing, the recipients of such data and their rights with respect to such data; (b) informed the individuals benefitting from the Hospitality Packages that MATCH is the controller of their personal data, and (c) obtained from them their express consent, where requested.

## **9 Prohibition on the Resale of Hospitality Packages**

- 9.1 Except where explicitly agreed by MATCH, the Customer is prohibited from:
- (i) conducting any re-sale of any Hospitality Package, Ticket, Hospitality Access Pass, parking pass (if applicable) or other benefit or service provided in connection with a Hospitality Package, 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 Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package; 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 Hospitality Packages (or any component of a Hospitality Package) by the third party.
- 9.2 Hospitality Packages may only be used by the Customer itself or by its Guests to which the Customer provides the Hospitality Packages.
- 9.3 The Customer shall ensure that none of its Guests resell, whether in whole or in part and whether for value or otherwise, any Hospitality Package, Ticket, Hospitality Access Pass, parking pass (if applicable) or other benefit or service provided in connection with a Hospitality Package, and that all Guests are informed in writing of this prohibition.
- 9.4 At no stage will a Guest become a party to the transaction described under these Sales Regulations or be entitled to any recourse against MATCH or any Event Authority under these Sales Regulations.

## **10 Use of Hospitality Packages**

- 10.1 The Customer expressly acknowledges and agrees that the purchase of a Hospitality Package does not grant the right to, or permit the Customer and/or its Guest(s) to exercise, any marketing, advertising or promotional rights with respect to the Event or any Event rights holder or any ancillary events operated by the Event Authority, any race, event, driver, team or official participating in the Event, Silverstone, MATCH or any other affiliated body or event.
- 10.2 The Customer shall not, and shall ensure that each of its Guests shall not, hold itself out as a sponsor of, or otherwise associate itself or its name in any manner whatsoever with, any Event or any ancillary event operated by the Event Authority, any event, race, driver, team or official participating in the Event, an Event rights holder, Silverstone, MATCH or any other affiliated body or event.
- 10.3 The Customer shall not, and shall ensure that each of its Guests shall not, before, during and after the Event:
- (i) use a Hospitality Package 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 or any ancillary event operated by Silverstone or any Event rights holder, any race, event, driver, team or official participating in the Event, Silverstone, an Event rights holder, MATCH or any other affiliated body or event; or
  - (iii) conduct any activity which MATCH, Silverstone or the Event rights holder reasonably believes may lead to an association between the Customer and/or its Guest and the Event or ancillary event operated by Silverstone, any race, any driver, team or official participating in the Event, Event rights holder, Silverstone, MATCH or any other affiliated body or event.
- 10.4 The Customer shall not, and shall ensure that each of its Guests 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 Event) which may be inferred by the public as identifying with Silverstone, an Event rights holder, the Event, including the words "Formula 1", "F1" "Grand Prix", "British/UK Grand Prix" , "MotoGP" or any other term used in any language to identify the Event, MATCH, Silverstone or the Event rights holder or any similar indicia or derivation of such terms in any language.
- 10.5 The Customer shall not and shall ensure that each of its Guests shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into the Venue or Hospitality Facility, including any banner, sign or leaflet for the purposes of display or distribution. By way of illustration only, the Customer and each of its Guests shall refrain from wearing, at the Venue or any Hospitality Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Customer and/or its Guest(s) and which is intended to be worn as part of a group

wearing the same or similar clothing in a way which MATCH or Silverstone or Event rights holder may regard as the conduct of a promotional, advertising or commercial activity.

- 10.6 The Customer shall not and shall ensure that each of its Guests shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at the Venue or Hospitality Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by any Event Authority or, at the entrance of and within a Hospitality Facility, by MATCH, and any person engaging in such activities is subject to ejection from the Venue and/or Hospitality Facility.

## **11 Acceptance of Risk, Limitations on Liability, Customer and Guest Responsibilities**

- 11.1 The following limitations of liability apply with respect to all Hospitality Package components, including, but not limited to, Tickets.

- 11.2 THE CUSTOMER SHALL NOT BE ENTITLED TO ANY RECOURSE AGAINST THE EVENT AUTHORITY IN RELATION TO ANY HOSPITALITY PACKAGES PURCHASED FROM THE SALES AGENT.

- 11.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING THE EVENT OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST MATCH AND THE EVENT AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE 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 VENUE AND THE OTHER SITES. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF MATCH OR AN EVENT AUTHORITY.

- 11.4 SUBJECT TO CLAUSE 11.6 BELOW, MATCH AND EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE "EVENT AUTHORITIES" HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE EVENT. NEITHER MATCH OR ANY EVENT AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER EVENT AUTHORITY OR MATCH. MATCH AND EACH EVENT AUTHORITY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.

- 11.5 SUBJECT TO CLAUSE 11.6 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MATCH SHALL NOT BE LIABLE TO THE CUSTOMER AND/OR ANY GUEST FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, 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 ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR ANY BREACH OF THE SALES REGULATIONS AND THE MAXIMUM LIABILITY OF MATCH TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE IN CONNECTION WITH THE HOSPITALITY PACKAGES SECURED BY THE CUSTOMER SHALL NOT EXCEED THE TOTAL PRICE PAID FOR SUCH HOSPITALITY PACKAGES BY THE CUSTOMER.

- 11.6 NOTHING IN THESE SALES REGULATIONS WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER OR GUEST OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY AN EVENT AUTHORITY, MATCH OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- 11.7 THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THE USE OF ITS TICKET AND/OR HOSPITALITY ACCESS PASS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST INDEMNIFIES AND HOLDS HARMLESS MATCH AND THE EVENT 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 AND/OR HOSPITALITY ACCESS PASS; OR
- (ii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY A MINOR IF THE TICKET AND/OR HOSPITALITY ACCESS PASS WAS PROVIDED BY THE CUSTOMER; OR
- (iii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET AND/OR HOSPITALITY ACCESS PASS THROUGH IT; OR
- (iv) A VIOLATION OF THE TICKET GTCS, THESE SALES REGULATIONS, THE VENUE RULES AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR
- (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET AND/OR HOSPITALITY ACCESS PASS.

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

- 11.8 THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE HOSPITALITY PACKAGES (INCLUDING, WITHOUT LIMITATION, TRAVEL AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER AND EACH GUEST AT THEIR OWN RISK AND MATCH SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE CUSTOMER AND ANY GUESTS.

## **12 Unforeseen Circumstances and Insurance**

- 12.1 If an Event is rescheduled or relocated owing to a Force Majeure Event, the requirements of any Event Authority or any other circumstance beyond the control of MATCH, MATCH shall use reasonable efforts to arrange for corresponding hospitality services and benefits to be provided at the rescheduled or relocated Event. MATCH reserves the right to make alterations to the times, dates and locations in connection with the delivery of hospitality benefits and services as a result of any such unforeseen circumstances.

- 12.2 If an Event or any part thereof is cancelled owing to a Force Majeure Event or another circumstance outside the control of MATCH, such as safety and security concerns or a decision made by the Event Authority and/or the FIA or the disqualification or withdrawal of a team, MATCH shall refund the full price of each affected Hospitality Package minus any discount or commission granted at the time of purchase, such refund to be determined by reference to the prevailing circumstances. Any such refund shall constitute the sole and exclusive remedy to which the Customer is entitled.

- 12.3 The Customer 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 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, these Sales Regulations, the Venue Rules or any other relevant regulations, rules, laws or by-laws, MATCH shall, in addition to all other rights and remedies that MATCH may have, retain the right to:

- (i) terminate the agreement for the provision of Hospitality Packages in whole or in part;
- (ii) render null and void any applicable Hospitality Access Pass;
- (iii) enforce the Event Authority's right to cancel and/or rescind the Ticket(s) comprised in the Hospitality Package;



- (iv) refuse entry into the Venue and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Venue and/or Hospitality Facility;
  - (v) file suit to enforce the Sales Regulations and claim damages, if appropriate; and/or
  - (vi) notify governmental authorities of a violation of the provisions of the Ticket GTCs, these Sales Regulations, Venue Rules, and/or the relevant regulations, rules, laws or by-laws that correspond to violations of applicable criminal or other laws.
- 13.2 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, or the Venue Rules or any other relevant regulations, rules, laws or by-laws, the Event Authority or MATCH acting on the Event Authority's behalf, shall, in addition to all other rights and remedies that the Event Authority may have, retain the right to:
- (i) cancel and/or rescind any Ticket being part of the Hospitality Package; and/or
  - (ii) refuse entry into the Venue and/or any Hospitality Facility to the offending Customer and/or Guest or eject the Customer and/or Guest from the Venue and/or Hospitality Facility.
- 13.3 The Customer agrees and acknowledges that:
- (i) MATCH remains entitled to terminate the agreement for the provision of Hospitality Packages in whole or in part if the Event Authority has exercised any of its rights set out in Clause 13.3 above; and
  - (ii) the Event Authority remains entitled to cancel and/or rescind the Ticket(s) comprised within the Hospitality Package if MATCH has exercised any of its rights set out under Clause 13.2 above.
- 13.4 In addition to laws applicable in other countries, the UK or any enact laws or regulations that make it a criminal offence to transfer and/or use Tickets or Hospitality Access Passes in violation of the Ticket GTCs, these Sales Regulations, the Venue Rules, or any other relevant laws or by-laws. Customers and their Guests are advised to obtain information about applicable laws relating to Tickets and Hospitality Access Passes.
- 13.5 Further to other termination rights granted under the Ticket GTCs and the corresponding right to cancel Hospitality Packages reflected in these Sales Regulations, MATCH shall have the right to cancel any Hospitality Package in the event of:
- (i) any insolvency, bankruptcy filing or liquidation of the Customer;
  - (ii) the appointment of an administrator in respect of the Customer;
  - (iii) the Customer entering into an arrangement with its creditors; or
  - (iv) any other event which may give rise to the reasonable belief that the Customer will not be able to complete the full payment of the Hospitality Package purchase price;
- provided that any such events occur prior to receipt by MATCH of the full purchase price of the Hospitality Package.
- 13.6 In the event of termination, any payment made by the Customer, whether in full or in part, will be retained by MATCH as partial compensation for the administration and cancellation fees and production costs. MATCH 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 be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 14.2 Certain provisions of the Ticket GTCs and these Sales Regulations may be restated in a condensed format so that they may be printed, respectively, within the confined space allocated on the back of each Ticket and the Hospitality Passes. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket GTCs as located on the reverse side of any Ticket and these Sales Regulations as located on the reverse side of any Hospitality Passes, the full terms of the Ticket GTCs and these Sales Regulations will apply and will prevail over the condensed provisions.
- 14.3 MATCH reserves the right to refuse the purchase of Hospitality Packages by a Customer who are identified by the Event Authority as being prohibited from any such purchase.
- 14.4 If there is any inconsistency between the provisions of these Sales Regulations and the Ticket GTCs with respect to any matter pertaining to the use of a Ticket at the Venue, the Ticket GTCs shall apply and will prevail over the terms of the Sales Regulations.
- 14.5 The Sales Regulations will be governed by, and interpreted in accordance with, the substantive laws of England.
- 14.6 To the fullest extent allowed by applicable law, and in the absence of amicable settlement, any disputes arising out of or in connection with the Sales Regulations shall be resolved exclusively by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in force at the time when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3). The seat of arbitration shall be London, UK. The arbitral proceedings shall be conducted in English.
- 14.7 Clauses 14.9 to 14.15 are applicable only if and when English consumer law applies.
- 14.8 In the event of a dispute between MATCH and the Customer, an amicable settlement shall be sought prior to any legal action. To this end, the Customer is asked to contact MATCH customer services (contact details are set out in Clause 14.13 below) and provides his/her last name, address, email, and where appropriate the order number.
- 14.9 The Customer is informed that he/she is also permitted to seek assistance from a consumer mediator in view of amicably resolving disputes over the execution of a sales or service provision contract by traders. To this end, MATCH proposes for the Customer to use the services of ADR Group of The Dounsells, Mores Lane, Brentwood, Essex CM14 5RZ (telephone: 020 3600 5050 and email: consumer-dispute@adrgroup.co.uk).
- 14.10 The consumer mediator may be able to examine a dispute only if MATCH customer services have not replied in a satisfactory manner to the client's written complaint.
- 14.11 The consumer mediator will not be able to examine a dispute if: (i) the request is clearly ungrounded or abusive; (ii) the dispute has been previously examined or is being examined by another mediator or a court; (iii) the Customer has filed the request to the mediator more than one year after sending the written complaint to MATCH; or (iv) the dispute does not fall within its jurisdiction.
- 14.12 The Customer's request should contain the following elements in order to be processed as quickly as possible:
- (i) full name, postal, email and telephone contact details of the Customer, and the full contact details of MATCH; and
  - (ii) a brief explanation of the facts and proof that the Customer has first tried to resolve the dispute directly with MATCH without success prior approaching the mediator.

- 14.13 For any information or questions, the Customer may contact MATCH Customers Services telephone number: +44 (0) 20 3763 6130 and email: customerservice@match-hospitality.com.
- 14.14 The European Commission also provides an online dispute resolution platform at the disposal of the Customer for disputes such as the Customer may have with MATCH, which can be found at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.
- 14.15 The Customer agrees to indemnify and hold harmless MATCH and the Event 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 Guest against MATCH or an Event Authority in connection with any purported breach by MATCH of the Sales Regulations;
  - (ii) any activity conducted by the Customer or any of its Guests which causes damage to MATCH or an Event Authority or to the enjoyment of Hospitality Packages by any other Customer or Guest; and
  - (iii) any activity conducted by the Customer or any of its Guests which infringes the intellectual property rights of MATCH and/or the Event Authority.
- 14.16 A notice under or in connection with the Sales Regulations must be in writing and must be delivered personally or sent by overnight mail delivery service or by PDF attached to an email to the party due to receive the notice. MATCH's address and email details are those provided by the Sales Agent.
- 14.17 The Sales Regulations 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 and the Customer.

## 15 Definitions

**"Event"** means the Formula 1 British Grand Prix to be held at the Venue on such dates in 2021, the provisional date for which will be notified by MATCH to the Customer, not less than 12 months before each event respectively and such date will subsequently be confirmed once ratified by the FIA and (b) all other motorsport events, festivals or events of any other description held at the Venue .

**"Event Authority"** means any out of Silverstone, the Event rights holder, the Venue management and/or any governmental entity responsible for safety and security in connection with the Event, and their respective employees, volunteers, agents, representatives, officers and directors.

**"Customer"** means any legal entity or individual duly identified in the order form, which has acquired a Hospitality Package.

**"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, pandemic and/or epidemic, 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 Silverstone or another Event Authority.

**"Guest"** means any individual invited by the Customer and to whom a Customer provides a Hospitality Package which has been sold to the Customer by MATCH.

**"Hospitality Access Pass"** means the pass, badge, wristband or other device which may be issued entitling the holder (being only the Customer or a Guest) to access Hospitality Facilities.

**“Hospitality Facility”** means any location or facility either offsite or at the site of the Venue to which Customers and Guests are admitted, by virtue of the rights afforded by a Hospitality Package, to enjoy the provision of official Event hospitality services and benefits.

**“Hospitality Package”** means any official hospitality package comprising a Ticket and certain race-day hospitality benefits and services to be provided at any Hospitality Facility in connection with the Event. Where stated in the Product Description Hospitality Packages may include park and ride services but otherwise do not include services or benefits provided other than at a Hospitality Facility, such as (without limitation) ground transportation, air travel or accommodation services.

**“MATCH”** means MATCH AG (UK branch office) of The Gatehouse, 16 Arlington Street, London, SW1A 1RD.

**“Product Description”** means the description (as provided by MATCH to the Sales Agent who in turn shall provide to the Customer) of each Hospitality Package, or series of Hospitality Packages which is being purchased by the Customer .

**“Sales Agent”** means any third-party who has purchased Hospitality Packages in its own name directly from MATCH and who is authorised by MATCH to onward sell these Hospitality Packages directly to the Customer.

**“Sales Regulations”** means these regulations governing the sale and use of Hospitality Packages.

**“Silverstone”** means Silverstone Circuits Limited incorporated and registered in England and Wales with company number 00882843, whose registered office is at Silverstone Circuit, Towcester, Northamptonshire, United Kingdom, NN12 8TN.

**“Ticket”** means any ticket (in whatever form the Event Authority may decide including paper ticket or e-ticket) which is issued by the Event Authority (or a third party authorised by the Event Authority) and which entitles its holder to access the Venue and to seat within a specific area of the Venue (but which may not guarantee a designated seat location) on the date specified on the ticket.

**“Ticket GTCs”** means the Event Ticket terms and conditions (as may be updated from time to time), representing the general terms and conditions issued by the Event Authority which apply to the use of any and all Tickets, which are, among others, binding on, and enforceable against, any person purchasing, holding or using a Ticket, including any Ticket being part of a Hospitality Package.

**“VAT”** means value added tax or any equivalent tax chargeable in the United Kingdom.

**“Venue”** means means the premises where the Events are to take place, which are situated at Silverstone Circuit, Towcester, Northamptonshire, NN12 8TN.

**“Venue Rules”** means the rules, regulations and bylaws of the Venue, which set out the terms of each guests’ access to the Venue, as may be updated from time to time.