

## GENERAL SALES CONDITIONS

### PREAMBLE – DEFINITIONS

**Purchaser:** Means any individual or legal entity ordering a Ticket providing access to the Event or a Product

**Ticket:** Means any ticket sold by the GIP, and in particular:

- The “Daily Pass” ticket (without any related services), which provides access to the Event for a specific day;
- The “Multi-Day Pass” (without any related services), which provides access to the event for two days or more;
- Tickets sold as “packages” that include related services (accommodation, transfer, etc.)

**Physical Ticket:** Means any paper or plastic Ticket

**GTS:** Means these general terms and conditions of ticket and associated product sales, applicable to the 2021 Formula 1 French Grand Prix

**Circuit:** Means the Paul Ricard automobile Circuit located at 2760 Route des Hauts du Camp, RDN8, 83330 Le Castellet, France

**Order:** Means the process by which the Purchaser purchases a Ticket or a Product

**Agreement:** Means the agreement entered into between GIP and the Purchaser for the purpose of purchasing one or more Tickets or Products, as well as any amendment, substitution, extension or renewal of such agreement

**E-Ticket:** Means any electronic Ticket that is transmitted to the Purchaser by email or through the Site and can be printed on paper

**Event:** Means the 2021 Formula 1 French Grand Prix

**Administrative Fees:** Means the administrative fees related to obtaining a Ticket or Tickets

**GIP:** Means the “GRAND PRIX DE FRANCE – LE CASTELLET” public-interest group (Groupement d’Intérêt Public), which is located at Hôtel de Région, 27, Place Jules Guesde 13003 Marseille and is responsible for promoting the Event

**I.D.:** Means any currently valid proof of identity, issued by a French or foreign authority, that includes, in particular, the holder’s first and last names, nationality, date of birth and photograph

**FFSA Licensees:** Means the individuals or legal entities that hold a license issued by the French Motorsports Federation (Fédération Française du Sport Automobile) for the 2020/2021 sporting season

**Delivery:** Means sending the Ticket(s) and/or Product(s) that was or were ordered to the Purchaser

**M-Ticket:** Means any electronic Ticket that can be viewed using a dedicated application and downloaded onto a mobile device and appears as a unique bar code (“QR Code”) that contains the digital information attached to the Ticket

**Parties:** Means the Purchaser and the GIP together (the “Parties”) and the Purchaser or the GIP individually (a “Party”)

**Ticketholder:** Means any individual, whether the Purchaser or not, who holds a Ticket and by means of the Ticket, is granted access to the Circuit during the Event

**Price:** Means the unit value of a Ticket or a Product. Such value includes all taxes but excludes Administrative Fees

**Subtotal:** Means the subtotal for the Tickets or Products for which the Order is placed. This amount includes all taxes but excludes Administrative Fees

**Total Price:** Means the Subtotal plus the Administrative Fees. This amount includes all taxes

**Product:** Means any product or service sold by the GIP in addition to Tickets, without access to the Event (parking places, campsite, hotel, transportation, etc.)

**Internal Rules:** Means the Circuit’s internal rules, as well as any related regulations applicable inside the Circuit available at the following

URL: [https://www.circuitpaulricard.com/assets/pdf/CPR\\_Reglement\\_interieur\\_En.pdf](https://www.circuitpaulricard.com/assets/pdf/CPR_Reglement_interieur_En.pdf)

**Site:** Means the website operated by the GIP to sell the Tickets and Products, currently accessible at <https://www.gpfrance.com>

## **ARTICLE 1 – PURPOSE OF THE GTS**

The purpose of the GTS is to set out the terms according to which *(i)* any Purchaser acquires from the GIP or its designated provider one or more Tickets to attend any or all of the Event and/or Products, and *(ii)* any Ticketholder enters the Circuit during the Event.

They are applicable to all Purchasers and all Ticketholders.

## **ARTICLE 2 – APPLICATION OF THE GTS**

The GTS apply, as a matter of law, to any Ticket Order placed with the GIP for the purpose of attending the Event or Product Order placed with the GIP, whether the order is placed on line through the Site or is the subject of a separate agreement entered into between the GIP (or its designated provider) and the Purchaser mainly or secondarily for the purpose of selling Tickets or Products to attend the Event (including in the broader context of public relations services, retail distribution of packages, or partnership).

No contrary terms, in particular terms of purchase, are enforceable against the GIP. In the case of a contradiction between the GTS and the provisions of any special agreement entered into between the GIP and the Purchaser, the relevant provision of the special agreement shall prevail over the GTS provision.

The GTS, as well as all contractual information mentioned on the Site, are written in French. If any of such information is translated and the foreign translation contradicts the French version, only the French version will be taken into account.

### **ARTICLE 3 – AVAILABILITY AND ENFORCEABILITY OF THE GTS**

The GTS are made available to each purchaser on the Site, where they can be viewed directly. They may also be sent to Purchasers upon a simple request made by email to [contact@gpfrance.com](mailto:contact@gpfrance.com).

The Purchaser represents that they have the full legal capacity required to place the Order, or warrants to the GIP that they obtained prior authorization to enter into an agreement.

All Orders require the Purchaser's complete agreement with the GTS. To accept such agreement, the Purchaser must check the box provided for this purpose on the Site, or sign the Agreement. It is specified that failing agreement, the Order will not be validated and cannot be taken into account.

The rights and obligations set out in the GTS are transferrable "*propter rem*" and as a matter of law to the Ticketholder.

### **ARTICLE 4 – MODIFICATION OF THE GTS**

The GIP reserves the right to modify the GTS at any time. In such case, the applicable GTS are the GTS in force on the date the Order is placed, along with any later modification in relation with safety or public order matters that would be brought to the Purchaser's knowledge.

### **ARTICLE 5 – SEVERABILITY**

The fact that one contractual clause is void does not nullify the GTS.

The GIP's temporary or permanent failure to apply one or more GTS clauses shall not constitute a waiver by the GIP of such clauses or of other clauses in the GTS, which will remain in full force and effect.

## **ARTICLE 6 – TICKETS / PRODUCTS**

### **6.1 – Characteristics / Presentation**

The Tickets and Products offered for sale and presented on the Site are each the subject of an optional description indicating their essential characteristics within the meaning of Article L. 111-1 of the French Consumer Protection Code.

The GIP alone decides on the methods for selling the Tickets and Products and the number of Tickets and Products available for each sales method.

The GIP shall be free to decide to offer, at its absolute discretion, a free parking solution attached to the Ticket and/or Product (including, if required, a collective shuttle to join the Circuit).

### **6.2 – Ticket availability**

Tickets are sold and delivered per stand and per price category, while stocks last. Products are also sold while stocks last.

If the Ticket(s) or Products ordered are not available, the GIP will inform the Purchaser and may offer the Purchaser a Ticket or Product of equivalent quality at an equivalent price. If the Purchaser rejects such offer, the GIP shall reimburse the amount paid within two months.

Other than reimbursing the price of the unavailable Ticket or Product, the GIP itself is not required to pay any compensation for cancellation unless it is proved that the GIP is personally and seriously at fault for the failure to fill the Order.

### **6.3 – Sales periods**

Sales of Tickets and Products to the general public begin on a date decided by the GIP. Other types of Tickets and Products in relation with the Event might be later marketed by the GIP, and this shall in no way lead to any reimbursement or compensation for Orders placed before such marketing of new Tickets or Products.

Unless a specific time period is indicated, the sales offers made by the GIP are valid as long as the Tickets or Products appear in the catalogue and while stocks last. The GIP reserves the right to set different sale dates for different types of Tickets and Products and distribution channels.

### **6.4 – Limitation on the number of Tickets**

On the Site, individual Purchasers cannot order more than ten (10) Tickets in a single Order, regardless of whether the tickets are “*Daily Pass*” or “*Multi-Day Pass*” tickets, or are sold as “*packages*”. The GIP reserves its right to set any other limitation regarding the number of Tickets authorized for each Order, depending on distribution channels.

### **6.5 – Minors**

All minors under 16 (sixteen) must (i) hold a Ticket, (ii) always be accompanied by an adult who is responsible for them and is in possession of a Ticket for the same area and (iii) be able to justify in all circumstances of a written authorization to attend the event, granted by their parents or guardian.

Access to the Circuit is free for children aged under six (6) on the date of the Event. They shall however withdraw a specific ticket from a ticket office at the Circuit's entrance before entering the Event. Such withdrawal shall be made by their parents / guardian in possession of a Ticket himself, who shall present an I.D. or at least justify of the child's age, and if need be, a written authorization to attend the event, granted by his parents or guardian.

It is specified that the child shall not be assigned a seat in the stands.

The GIP advises parents not to bring children under three (3) to the Event, and advises to equip any children (whatever their age) with earplugs.

#### **6.6 – Persons living with a disability**

Any disabled person and holding a disability card or a priority card shall use a specific ticket booking process, accessible through a dedicated contact form on the Site. Each request shall be treated by the customer service, which will create a specific purchase order after exchanges with the relevant Purchaser. The Order shall be validated once the purchase order is filled, transmitted with the payment and a proof of disability.

In case the disability is superior or equal to 80%, specific pricing promotion might apply, in accordance with Article 6.11 hereinafter, and a dedicated parking slot shall be granted by the GIP.

Anyone living with a disability may be accompanied to the Circuit by one or several person(s) of their choice. For this purpose, they must Order an additional Ticket for their companion according to the procedure set out above, based on the applicable normal price.

#### **6.7 – Restrictions**

The GIP reserves the right to refuse any Order from and/or deliver any Ticket or Product to any person who has committed any of the acts listed in Article 18 of the GTS, or who has not paid.

#### **6.8 – Seat assignment at the Circuit**

The GIP alone decides on the stands and sections of stands where seats may be sold and the number of Tickets available for each stand and section of a stand.

Through the Site and for certain types of Tickets, the Purchaser might select his seat through a modeled plan of the Circuit.

In case of automatic awarding of the seats, it is hereby specified that seats in the stands for a given category and zone are assigned randomly but, in theory, in continuous numbered order.

The Purchaser is expressly advised that the GIP might modify the selected seat location, in accordance with Article 16.3 hereinafter.

The main Circuit area (“*enceinte générale* ») corresponds to visibility areas around the track that shall be set and decided freely by the GIP. They do not correspond to grandstand seats.

#### **6.9 – Ticket Media**

Tickets are made available electronically (“*E-Tickets*” or “*M-Tickets*”) on the Purchaser’s account through the Site, on a date determined by the GIP that falls before the Event. The GIP shall inform the Purchaser of such availability by mean of an email sent to the address provided by the Purchaser.

The GIP will not deliver any Physical Tickets, unless decided otherwise by the GIP.

#### **6.10 – Ticket Ownership**

Tickets indicate (i) the name of the Purchaser (individual Purchaser or legal entity Purchaser), (ii) for Tickets with assigned seating in a stand, a seat number that must be complied with, and (iii) potentially, if the GIP decides so, the name of the Ticketholder (person named by the Purchaser as the beneficiary of the Ticket).

Only one Ticketholder shall benefit from each Ticket during the whole Event’s duration (including the “*Multi-Day Pass*” tickets, which cannot be used by different Ticketholders for each day of the Event).

Tickets ordered by disabled persons shall be nominative.

#### **6.11 – Prices**

Prices of Tickets and Products are displayed on the Site and can be given by telephone.

Prices are indicated in Euros with all taxes included, but excluding potential Delivery and transportation costs (which shall be indicated before the Order is validated, and invoiced in addition).

The Ticket or Product Price is the price in effect on the day the Order is placed. It does not include Administrative Fees, as explained in Article 6.12 below.

The Total Price owed by the Purchaser is indicated on the Order confirmation page

In the case of promotion through pricing, the GIP shall apply the promotional price to any eligible Order placed during the period in which such promotion is advertised, up to the quota initially determined by the GIP.

The GIP reserves the right to change its Price at any time (and in particular, to apply prices that change over time), but guarantees to the Purchaser that the price in effect on the day the Order is placed will apply (subject to availability).

The GIP reserves the right to institute (then to change at any time) discount price policies applicable to certain Purchasers or certain categories of Purchasers that GIP shall freely designate, and in particular:

- Persons living with a disability (in case the disability is superior or equal to 80%);
- Minors under 16;
- FFSA licensees;
- Orders placed during potential sales operations;
- Orders placed in connection with any drawing or any promotional offer announced previously by the GIP.

#### **6.12 – Administrative Fees**

Administrative Fees may be added to each Order, according to a price sheet that will be expressly indicated to the Purchaser for approval before the Order is validated.

The GIP reserves the right to change the Administrative Fees at any time, but guarantees to the Purchaser that the Administrative Fees in effect on the day the Order is placed will apply.

### **ARTICLE 7 – ORDER**

Tickets and Products are purchased through the Site, through physical sales counters implemented by the GIP, or through any reseller networks the GIP may indicate. In general, the GIP reserves the right to limit the distribution channels according to the types of Products, Tickets and/or stands.

It is stipulated that in its capacity as promoter of the Event, the GIP has the exclusive right to sell Tickets. The GIP therefore declines all responsibility in connection with the sale or alleged sale of tickets on the secondary market or through unauthorized platforms (*i.e.*, other than the Site and potential authorized resellers, expressly designated as such by the GIP).

#### **7.1 – Steps for placing an Order on the Site**

To place an Order on the Site, an individual Purchaser must follow the steps below:

- Enter the Site's address into your browser;

- Follow the Site's instructions for placing an Order for a Ticket or Tickets and/or Product(s);
- If the connection is inactive for an extended period, it is possible that the Tickets and/or Products selection made by the Purchaser before such inactivity can no longer be guaranteed. The user will then be invited to recommence its Ticket and/or Products selection. While the Order is being placed, if the GIP has instituted such technology (which it reserves the right to do or not), a 3D application may enable the Purchaser to see the area and/or stand where they will be assigned a seat, and/or may be shown an aerial view or a representation of the view from such stand, purely for informational, not contractual, purposes;
- Identify with his login and password if the Purchaser already opened an account on the Site, or create such an account by filing the required information (especially – but not exclusively – first and last name, address, digital contact details, password).
- Verify the information in the Order and, if applicable, identify and correct any mistakes;
- Validate the Order, the Subtotal, and the Total Price;
- Follow the instructions on the online payment server to pay the Total Price.

### **7.2 – Validating the Order on the Site**

Before clicking on “*Purchase*”, the Purchaser can verify the details of the Order and the Total Price. Validating the Order by double clicking manifests the Purchaser's acceptance of the offer.

By validating the Order, the Purchaser agrees to the GTS in force on the day the Order is placed (the preservation of which is guaranteed by the GIP and/or its provider) as well as the general terms of use of the technology of the GIP's ticketing provider and the GIP's privacy policy, and concludes the Agreement between the GIP and the Purchaser. The GIP or its provider sends an email as soon as possible acknowledging receipt of the Order and payment.

The GIP reserves the right to refuse any Order for legitimate reasons, and more specifically if the quantity of Tickets ordered is abnormally high for Purchasers who are consumers.

### **7.3 –Payment**

The Purchaser pays the Total Price in euros only, by cash (for physical sales only), by bank card (the following bank cards are accepted: Carte Bleue, Visa, and Eurocard/MasterCard), and/or by valid credit notes or gift vouchers emitted by the GIP (it being understood that no Order including the insurance stipulated in clause 17 can be paid by credit notes or gift vouchers).



In case of a payment by bank card, the Purchaser confirms that they are the holder of the bank card to be debited and that the name on the bank card is theirs. The Purchaser provides the sixteen numbers and the expiration date of their bank card, as well as, if applicable, the security code.

All payment incidents (failure to complete the entire online secure payment protocol) result in the automatic rejection of the Order.

The transaction is debited immediately from the Purchaser's bank card after the card information has been verified, upon receipt of authorization to debit from the issuer of the Purchaser's card.

The obligation to pay, which is given by means of a payment card, is irrevocable.

By providing the information related to their bank card, the Purchaser authorizes the GIP or its provider to debit such bank card in the amount of the Total Price. If debiting the Total Price is impossible, the transaction will be immediately cancelled by operation of law and the Order will be cancelled.

In case of payment by bank card, the GIP might offer the Purchaser differentiated payment solutions, implemented through a dedicated service provider: (i) payment divided in 3 (three) successive debits, or (ii) payment shared between the Purchaser and third payers chosen by the Purchaser, which shall then be invited to pay their share in a certain period. The use of such divided or shared payment is subject to the service provider conditions (including the payment of any potential fees) and through the latter's secured web platform (the Purchaser shall be automatically directed to such platform in order to pay). Any incident with regard to the payment or the finalization of the debits implementation shall automatically lead to the refusal or cancellation of the Order.

#### **7.4 – Secure payment**

The Site has a secure payment system that incorporates the “*SSL*” security standard, which systematically checks the validity of access rights during payment by bank card and encrypts all financial flows. Confidential bank data is encrypted and transmitted to a banking server in charge of processing and verification.

The GIP and/or its payment provider may, at their discretion, set up computerized security systems to reduce the risks of banking-data theft, and thus enhance the security of transactions made by the Purchaser on the Site.

Pursuant to the French Data Protection Act of January 6, 1978, the Purchaser has a right to access, correct, and object to their personal data at any time by sending a letter, with proof of I.D., to the agent of the GIP's payment provider: WETIX AGENCY, 114 rue Chaptal, 92300 Levallois-Perret (France).

### **7.5 – Ticket purchasing procedure specific to legal entities**

As long as Tickets and/or Products are available, legal entities may purchase them through their legal representatives or any person authorized for such purpose. Such legal representatives or agents place requests with the GIP's sales contact or send them to the following email address: [tickets@gpfrance.com](mailto:tickets@gpfrance.com).

The purchase is validated by the GIP's receipt of the duly completed and signed order form (with the GTS attached), returned to it by the deadline indicated on such order form (*i.e.*, 5 business days after the GIP sends the order form, as indicated by the postmark) and after payment of the Total Price.

Payment is made by cheque or bank transfer.

At its discretion, the GIP may deem void any order form returned to it after the deadline indicated above. The GIP may also, at its discretion, deem an Order to be void if the legal entity Purchaser does not pay any or all of the amounts to be paid upon purchase.

### **7.6 – Changes to Orders**

Any Purchaser-initiated change to an Order after the Order has been validated is subject to the GIP's consent, which is discretionary. All requests in this regard must be sent to the GIP's sales contact or by email to [tickets@gpfrance.com](mailto:tickets@gpfrance.com), it being specified that the GIP will not be under any obligation to grant such a request.

## **ARTICLE 8 – OBTAINING THE TICKETS / PRODUCTS**

After the Order has been validated (subject to full payment), the Purchaser receives, by email, confirmation that payment of the Order has been accepted and acknowledgement of receipt constituting confirmation of the Order.

Tickets are made available electronically ("*E-Tickets*" or "*M-Tickets*") on the Purchaser's account through the Site, on a date determined by the GIP that falls before the Event. The GIP shall inform the Purchaser of such availability by mean of an email sent to the address provided by the Purchaser.

The GIP cannot be held liable for any harm arising, in particular but not only, from an error in the email address that was provided when the Order was placed, an identification error regarding data transmitted by the Purchaser when creating its personal account, a failure of the communication lines and/or Internet, the Purchaser's inability to download the Ticket made available through the Site and/or the loss of any email, and, more broadly, problems that cause the loss of any data. In addition, the Purchaser is encouraged to look in their email program's "spam" folder for the emails sent with regard to the Order.

The GIP will not deliver any Physical Tickets, unless decided otherwise by the GIP.

## **ARTICLE 9 – NO RIGHT TO CANCEL**

Tickets and Products cannot be exchanged or reimbursed, no matter what reason is raised by the Purchaser, including any case of impossibility for the Purchaser to be present at all or part of the Event for any reason whatsoever (personal, professional, medical, technical or other reason), even if the Purchaser holds supporting documents of any kind.

The Purchaser's attention is drawn by the GIP on the interest for him to sign up for an insurance reimbursement policy that might cover consequences of various impossibilities to be present at the Event, in accordance with Article 17 hereinafter.

GIP's sale of Tickets constitutes the performance of a leisure activity service that must be provided on a given date or within a defined period. The right to cancel provided for in Article L221-18 of the French Consumer Protection Code therefore does not apply (Article L.221-28(12) of such Code).

The same is true for any additional services or performance in relation to the Products (such as the provision of accommodation other than residential), provided they are inseparable from the Tickets, which the Purchaser acknowledges and accepts.

## **ARTICLE 10 – PRINTING E-TICKETS**

All E-Tickets must be printed in portrait mode on blank white A4 paper, with no change in the font size. No other medium (mobile phone, tablet, screen, etc.) is valid, and E-Tickets that are only partially printed, dirty, damaged, or unreadable cannot be deemed valid.

If the print quality is poor, printing the E-Ticket with a different printer is highly recommended.

## **ARTICLE 11 – DOWNLOADING M-TICKETS**

All M-Tickets must be downloaded onto a mobile phone through a dedicated application.

The Ticketholder presents the QR code to the Circuit access control systems and scans such code into the dedicated computerized systems. The Ticketholder must therefore make sure their device has enough battery to operate during the period the Ticketholder is onsite at the circuit.

The GIP does not make any substitute devices available and declines all responsibility if the Ticketholder's device fails for reasons unrelated to a breach by the GIP (*e.g.*, Ticketholder's mobile phone incompatible or defective).

## **ARTICLE 12 – TICKET / PRODUCT TRANSFERS**

### **12.1 – Unlawful resale**

All transfers for a fee, resale, offers of resale, or exchanges or offers to exchange a Ticket or Product for any consideration whatsoever that are not made in the context of any resale network or platform that may be authorized by the GIP is strictly prohibited.

### **12.2 – Promotional and/or marketing activities**

Subject to the GIP's and Formula One World Championship Limited's (FOWC) express and exceptional consent, it is strictly prohibited:

- To use or try to use any Ticket or Product as the basis for any promotional, advertising, commercial purpose, in particular as the prize in any contest, game, internal encouragement operations or any action of such type;
- To use or try to use any Ticket or Product as a component of a travel or public relations service (combining for example the Ticket or Product with any means of transport and/or accommodation and/or catering or food service);
- To engage in any commercial activity during the Event, inside or near the Circuit;
- To associate its name in any manner to the GIP's name.

## **ARTICLE 13 – LOST TICKETS**

The Ticketholder is responsible for their Ticket, which they can reprint (E-Ticket) or regenerate (M-Ticket) as they please until the Event. It is however specified that (i) only the last downloaded Ticket will be accepted at the security check and will allow entrance to the Circuit, and (ii) only the first Ticket to be presented will grant access to the Circuit (the GIP cannot be held liable for any denial of access related to the fact that a third party has already presented the Ticket to access the Circuit).

## **ARTICLE 14 –CIRCUIT ACCESS – SECURITY MEASURES**

To access the Circuit during the Event, all Ticketholders must have a valid Ticket that indicates their name, age, and seat type, as well as a valid I.D.

The Ticketholder gains entry to the Circuit through one of the public access points (even if it is not the closest to his grandstand), with their Ticket, which will be read and

recorded by the computerized Circuit-access control system and/or checked by GIP personnel. Only the first Ticket presented will grant access to the Circuit.

The Ticketholder agrees to submit to the following security measures:

- D. checks, security pat-downs, visual inspection of their personal effects by a police officer and/or authorized GIP personnel;
- Presentation of all items in their possession, it being specified that cannot be brought into the enclosure and must be left at the entrance to the Circuit (unless the GIP sets up a checkroom) (i) any items prohibited by the Internal Rules and/or any applicable law or applicable regulations, (ii) any items that might be considered as dangerous or that might endanger public order, public safety, the Event or other spectators, and (iii) any banners or material including a promotional, protesting or religious message, (iv) drones or similar equipment;
- Specific check related to potential sanitary mandatory measures implemented on the occasion of the Event, such as corporal temperature measure, distance measures or possession and wear of a sanitary mask.

Anyone who refuses to submit to the security measures will be denied entry to the Circuit or will be removed from it. In such case, the Ticket will not be reimbursed.

All Purchasers are informed that, depending on the circumstances, the GIP may institute exceptional security or sanitary measures that may affect the average wait time to enter the Circuit.

In addition, only one bag (purse/backpack) per person is authorized inside the Circuit. No bulky bag, luggage or other bulky item will be authorized inside the Circuit.

No one will be readmitted after leaving the Circuit.

Except for guide dogs supporting any person with a disability card in compliance with the applicable regulations, pets and animals shall not be admitted inside the Circuit.

All Purchasers and Ticketholders are advised (and even more for minors) to wear hearing protection, considering the very loud noise level that might be reached during races and ancillary activities, in order to prevent any damage and to fully enjoy the Event.

#### **ARTICLE 15 – CONDUCT INSIDE THE CIRCUIT**

All Purchasers and Ticketholders acknowledge that they are familiar with and will without exception comply, and have minors under parental authority comply, with the GTS, the

Internal Rules, and all applicable legal provisions, in particular those related to security in sports arenas (especially articles L. 332-3 to L. 332-16 of the French Sports Code).

All Purchasers and Ticketholders undertake to conform to any signage, keep to the authorized paths and refrain from reaching (or trying to reach) any restricted area without authorization.

## **ARTICLE 16 – LIMITATION OF GIP’S LIABILITY**

### **16.1 – Cancellation of the Event / Behind closed doors Event / Limited spectators gauge**

Tickets or Products may be reimbursed only if the GIP decides to cancel the Event, to organize the Event behind closed doors or to limit the spectators gauge, for reasons other than a force majeure event, the act of a third party or a resurgence of the Covid-19 pandemic (see hereinafter), and if such decision deprives the Purchaser from the Ticket’s or the Product’s benefit. All requests for reimbursement in such aforementioned cases must be sent to GIP within one (1) month following the Event.

The GIP shall not proceed to any Ticket or Product reimbursement outside the specific and limited situations mentioned hereinabove.

Should the cancellation of the Event, its organization behind closed doors or with a limited spectators gauge result from a force majeure event, the act of a third party or a sanitary measure decided by (or in relation with) the competent authorities (state, local or sporting authorities for example) because of a resurgence of the Covid-19 pandemic, any consequently cancelled Ticket or Product shall be automatically postponed and reallocated for the 2022 French Grand Prix, and the Purchaser expressly and irrevocably accepts such reallocation. The GIP shall not proceed to any Ticket or Product reimbursement, unless discretionarily decided otherwise (in such case, the GIP might decide to charge a deduction with regard to reservation and service fees).

### **16.2 – Event content and terms**

The Event dates have no contractual value and shall be settled during the year 2020. As a consequence, Purchaser acknowledges (and accepts) the contingency of such Event dates, including if the Event is postponed or rescheduled for any reason whatsoever.

Should the Purchaser not be available at the Event dates (including in case of a postponement or reschedule of the Event decided after his Order), the GIP shall not proceed with any reimbursement, compensation or any form of return in cash or in kind.

The following information has no contractual value and GIP cannot be held liable in connection with:

- The public or promotional documentation presented to the Purchaser in connection with promoting the Event and selling Tickets and Products;
- The list of Formula One drivers and teams taking part in the Event;
- The Event's program, including any support races and ancillary activities (concerts, shows, games, etc.) organized or announced in relation with the Event;
- The dates and times related to the Event, which may be modified at any time by the Fédération Internationale de l'Automobile (FIA), which holds the commercial rights to the Formula One World Championship, and/or any administrative authority.

### **16.3 – Change of seating in a stand**

The GIP may ask (at any moment) any Ticketholder to temporarily or permanently sit in a different seat, especially if the seat is unavailable, if such modification is useful for commercial reasons or required for organization, security or sanitary needs, in accordance with the competition regulations, the organizer's potential requirements or a force majeure event. The GIP shall then inform the Purchaser of such modification by any possible way and as soon as possible.

### **16.4 – Force majeure**

The GIP cannot under any circumstances be held liable for events that constitute force majeure or for the acts of third parties.

The GIP shall not be liable, in particular but not only, for the following events, that both Parties expressly agree to consider as force majeure events: bad weather, epidemic or pandemic (including any resurgence of the Covid-19 pandemic), strikes, changes to regulations, or a decision by an authority that has jurisdiction (*e.g.*: a prefectural or ministerial, a decision issued by the FIA or the holder of the commercial rights to the order issued by the prefect or minister, Formula One World Championship, etc.).

### **16.5 – Incidents – Harm**

All Purchasers and Ticketholders acknowledge that motor racing, the Event and any activities associated therewith (including without limitation support events) are dangerous.

The GIP declines all responsibility for any harm that may be suffered by any person due to any incident that occurs in connection with the Event it puts on at the Circuit, unless it is proved to have committed a particularly serious wrongful act. All Purchasers and Ticketholders are informed that the sporting sanctioning bodies (French Motorsports Association, FIA), FOWC and its affiliates, including Formula One Management Limited, Formula One Licensing B.V., Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited, Formula Motorsport Limited, Formula One

Marketing Limited, the persons involved in the organization of the Event (including officials, marshals, rescue and medical staff), the competitors and drivers, (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies), are not responsible for any loss or damage howsoever caused to you or your property to the maximum extent permitted by French law (save that nothing in these conditions limits or excludes (a) liability for death or personal injury arising out of the negligence of any of the above mentioned parties, or (b) any damage incurred by way of fraud or fraudulent misrepresentation by any of the above mentioned parties).”

#### **16.6 – Nonperformance**

The GIP cannot be held liable for any nonperformance or poor performance of the Agreement or of any Order that is caused by the Purchaser, by an unforeseeable and unavoidable act by a third party to the Agreement or the Order, or by force majeure (including in particular events mentioned in Article 16.4 above).

The GIP shall not proceed to any reimbursement or compensation with regard to goods, products and/or services bought to any third party, for any reason whatsoever.

### **ARTICLE 17 – INSURANCE**

No Tickets and/or Product include any insurance.

Therefore, the GIP recommends each Purchaser of a Ticket to sign up for an insurance policy offering a reimbursement in case of certain impossibilities to be present at the Event. To this end, an optional and facultative insurance policy is suggested to each Purchaser during the Order. The policy notice and the insurance conditions (price, guarantees, etc.) are available through a hyperlink accessible from the Site.

In case the Purchaser signs up for such insurance policy, he is expressly informed that (i) the GIP only acts as a distributor of the insurance policy entered into between the Purchaser and the insurance company or its representative, (ii) the insurance services are offered with the insurance company on the Site (the Purchaser therefore signs up with the insurance company and is subject to any and all terms and conditions of the latter), and (iii) any potential insurance claim statement shall be made directly with the insurance company’s representative, in accordance with the terms of the insurance policy, without any involvement of the GIP or any responsibility of the GIP for any reason whatsoever, as the GIP only acts as a distributor.

### **ARTICLE 18 – CANCELLATION OF TICKETS / PRODUCTS BY THE GIP**

#### **18.1 – Violation of the GTS**



If the Purchaser or the Ticketholder violates any of the GTS provisions, their Order may be immediately cancelled by operation of law and with no prior formalities. In such case, the Purchaser or Ticketholder will also be denied access to the Circuit, without prejudice to the GIP's right to compensation.

#### **18.2 – Unlawful resale/Unlawful promotional activities**

If any of the prohibitions set out in articles 12.1 and/or 12.2 are violated, the GIP reserves the right to cancel the Ticket without warning or prior notice and, if applicable, to eject the offender from the Circuit, without prejudice to the penalties provided for in Article 313-6-2 of the French Penal Code, according to which: *“Selling, offering for sale, or exhibiting for the purpose of selling, transferring, or providing the means to sell or transfer tickets to a sporting, cultural, or commercial event or a live performance, habitually and without authorization from the producer, organizer, or owner of the operating rights to such event or performance, is punishable by a fine of 15,000 euros. Such penalty is increased to a fine of 30,000 euros for a repeat offense”*.

#### **18.3 – Prohibited conduct/Violation of applicable rules**

The Purchaser/Ticketholder also agrees that the following types of conduct may, at the GIP's discretion, cause them to be ejected from the Circuit, and their Ticket cancelled without reimbursement:

- Fraud or attempted fraud to enter the Circuit;
- Organizing or attempting to organize bets (in cash or in kind) on the sports results related to the Event;
- Violation of the internal Rules and/or any applicable law, in particular the law related to security inside sports arenas.
- Not in possession of a valid Ticket;
- Violation of health, sanitary, safety or security measures.

In addition, the GIP reserves the right to cancel a Ticket purchase that presents a risk of fraud, in particular the fraudulent use of a bank card, or a risk that the security of the sporting event will be compromised.

#### **ARTICLE 19 – VIDEOSURVEILLANCE**

The Purchaser/Ticketholder is informed that for their security, the Circuit may be equipped with a videosurveillance system and the images from such system may be used in the event of legal action. A right of access is provided during the image-storage period. It may be exercised by writing to: [contact@gpfrance.com](mailto:contact@gpfrance.com).

However, access to such images may be denied for reasons related to national security, national defense, public safety, the conduct of legal proceedings or of operations preliminary to such proceedings, or the rights of third parties.

## **ARTICLE 20 – INTUITU PERSONAE**

The Purchaser acknowledges that the GIP consents to sell them the Ticket(s) and Product(s) because of their status and the representations they make. As a result, they warrant the accuracy of the information requested regarding their personal status and that of any Ticketholders.

## **ARTICLE 21 –INTELLECTUAL PROPERTY RIGHTS**

### **21.1 – GIP’s rights**

All of the trademarks, illustrations, images, logotypes, and slogans used in connection with promoting the Event and selling the Tickets, the Products and their accessories are and will remain the sole property of the GIP and/or its partners.

Any total or partial reproduction, modification, or use of such trademarks, illustrations, images, logotypes, or slogans for any reason and on any media whatsoever, by any Purchaser or Ticketholder, without the GIP’s prior express consent, is strictly prohibited.

In addition, Purchasers/Ticketholders shall not capture, record, store, broadcast, and/or make available to the public, in real time or playback, wholly or partially, with or without charge, any sound recording and/or any animated image captured by any means inside the Circuit in connection with the Event (including drivers and cars), or any information or other data, including official timing, results, performance, telemetry, weather or race control data (together, Material) regardless of the broadcast method (television, radio, Internet, mobile, phone, or any other current or future method). The GIP reserves the right to refuse to allow any photo/video capture or recording equipment to be brought into the Circuit other than a mobile phone.

Should Purchasers/Ticketholders capture, record, store, broadcast, and/or make available Material, it shall be for personal, private and non-commercial purposes only. As a condition of entry to the Event, Purchasers/Ticketholders agree that (i) use of such Material for any form of public advertisement, display, commercial gain or for any other purpose (except for your private enjoyment) without the prior written consent of FOWC is strictly forbidden and will constitute a breach of the GTS for which you may be liable; (ii) on request by GIP or FOWC, you shall assign to FOWC in writing the copyright and all other intellectual property in such Material.

Purchasers/Ticketholders shall not broadcast or make available to the public inside the Circuit any commercial and/or promotional images or videos, or images or videos that are contrary to good morals and/or the Event's standing.

Moreover, Purchasers/Ticketholders shall not broadcast, publish, or deliver to any third party, by any process whatsoever, with or without charge, any data, statistics, information, or fact in relation to the progress of any competition during the Event.

The F1 FORMULA 1 Logo, F1 Logo, FORMULA 1, FORMULA ONE, F1, FIA FORMULA ONE WORLD CHAMPIONSHIP, FORMULA 1 GRAND PRIX DE FRANCE, GRAND PRIX, PADDOCK CLUB and related marks are trademarks of Formula One Licensing BV, a Formula 1 company. All rights reserved.

### **21.2 Right to one's Image**

All Ticketholders (adults and minors) are fully aware that they may be photographed and/or filmed by FOWC or by anyone authorized by FOWC, including the GIP, any media operators (television crews, photographers, journalists, etc.).

As a condition of entry to the Event, all Ticketholders therefore expressly authorize and consent to the use by FOWC (and by any third party authorized by FOWC from time to time) 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, in perpetuity and on a royalty-free basis, and approved by FOWC of any still or moving picture images taken at the Event where such image includes any image of you, your voice or your likeness and you waive any and all of your personality and privacy rights to the extent necessary to permit such use.

All Purchasers warrant to the GIP that they have informed the Ticketholder(s) of the terms of this article and guarantee their consent.

## **ARTICLE 22 – FOLLOW-UP/CUSTOMER RELATIONS**

All questions related to the follow-up on the purchase and use of a Ticket or Product may be sent by email to [tickets@gpfrance.com](mailto:tickets@gpfrance.com).

## **ARTICLE 23 – PERSONAL DATA**

The Purchaser's personal information is collected by the GIP in compliance with (i) French law number 78-10 dated January 6<sup>th</sup>, 1978, (ii) the General data protection regulation dated May 25<sup>th</sup>, 2018, and (iii) the GIP's privacy policy.

It is moreover stipulated that pursuant to Article L. 332-1 of the French Sports Code: *“To contribute to the security of sporting events, the organizers of such events may refuse or cancel delivery of tickets to such events or deny access to the persons who have violated or are*

*violating the provisions of the general terms and conditions of sale or the internal rules related to the security of such events. For this purpose, the organizers may institute automatic processing of personal data related to the breaches set out in the penultimate paragraph of this article, in accordance with the terms of a French State Council decree issued following a reasoned, published, Data Protection Committee opinion”.*

## **ARTICLE 24 – INDEPENDENCE OF THE PARTIES**

Neither Party may undertake an obligation in the name and/or on behalf of the other Party. In addition, each Party is solely liable for their allegations, obligations, services, products, and personnel.

## **ARTICLE 25 – NO WAIVER**

The fact that a Party does not invoke the other Party’s agreement to any of the obligations set out in these GTS cannot be interpreted as a waiver, for the future, of the obligation in question.

## **ARTICLE 26 – APPLICABLE LAW/DISPUTES**

### **26.1 – Applicable law**

These GTS are governed by French law.

### **26.2 – Claims and complaints**

All claims related to the purchase or use of a Ticket or Product, or to the application or interpretation of these GTS, must be brought to the GIP’s attention by email sent to [legal@gpfrance.com](mailto:legal@gpfrance.com), or by registered letter sent to GIP Grand Prix de France – Le Castellet, Hôtel de Région, 27 Place Jules Guesde, 13481 Marseille cedex 20.

### **26.3 – Request for mediation**

Individual non-professional Purchasers are informed that if their claim cannot be resolved voluntarily, they may request mediation by a consumer-protection mediator, in accordance with Articles L611-1 *et seq.* of the French Consumer Protection Code.

The following mediator has jurisdiction over the GIP: MEDICYS, 73, boulevard de Clichy, 75009 Paris (Tel: 01 49 70 15 93, Email: [contact@medicys.fr](mailto:contact@medicys.fr), website: <http://www.medicys.fr>).

To request mediation, individual non-professional Purchasers can use the form available on the mediator’s website.

The GIP is free to agree to mediation or not and, in the case of mediation, to accept the mediator’s solution or not.

