

# General Terms and Conditions of sale

General terms and conditions updated on July 2, 2020.

We wish to draw the attention of our customers to the fact that **SPA GRAND PRIX** is the organiser of the **FORMULA 1 BELGIAN GRAND PRIX 2021**. Tickets for the Belgian Grand Prix may be purchased on the website: [www.spagrandprix.com](http://www.spagrandprix.com) or on authorised third-party websites, including [www.formula1.com](http://www.formula1.com). **SPA GRAND PRIX** is not responsible for the sale of tickets on third-party websites. Nevertheless, our company may authorise certain third parties to sell tickets under their sole responsibility. **SPA GRAND PRIX** is therefore not liable for any problem that may arise if an order is made by a customer on a website other than the aforementioned official site.

## ARTICLE 1 : DEFINITIONS

"Tickets": denotes any access card that does not authorise any form of copying, issued exclusively by SPA GP, sent to Purchasers by SPA GP and allowing passage through the electronic access controls on the occasion of the Formula One Belgian Grand Prix on 27, 28 and 29 August 2021. These tickets put on sale primarily via the website [www.spagrandprix.com](http://www.spagrandprix.com) concern the various categories that follow: Bronze, Zone 17-27, Speed Corner, Silver 1, 2, 3, 4, Gold 1, 2, 3, 4, 5, 6, 7, 8, 9 or 10 and may be any of type, Weekend, pre-sale Weekend, Sunday, Children.

"**SPA GP**": located at 4970 FRANCORCHAMPS, Route du Circuit 36

Company name : Spa Grand Prix S.A.

VAT : BE0884035135

Site internet : [www.spagrandprix.com](http://www.spagrandprix.com)

E-mail : [info@spagrandprix.com](mailto:info@spagrandprix.com)

"**Purchaser**": any person, physical or moral, who makes an order for a purchase of one or more tickets via the website [www.spagrandprix.com](http://www.spagrandprix.com)

The customer notice (<https://www.spagrandprix.com/en/customer-notice>) also applies when purchasing tickets for the FORMULA 1 BELGIAN GRAND PRIX 2021.

## ARTICLE 2 : BINDING FORCE

Notwithstanding any contrary provision that may appear on any other document that could be issued by the purchaser or by any other third party whomsoever and unless otherwise agreed in writing by the parties, the terms and conditions set out in this agreement constitute the entirety of the agreements and arrangements made between SPA G.P. and the purchaser.

In any event, the purchaser accepts application solely of the French language for these general terms and conditions.

## **ARTICLE 3 : GENERAL**

If a condition is found to be lacking, it would be considered as governed by the procedures in force in the area of distance-selling companies with headquarters located in Belgium.

The non-application of one or several provisions of these conditions can never be considered by the purchaser as a renunciations of those conditions.

Conditions regulate all the necessary steps in the placing of the order and ensure processing of this order between the contracting parties.

In all cases, final validation of the order implies its acceptance, in its entirety and at the prices indicated by Spa GP.

The signature acts as a validation of the order and express acceptance of all operations carried out on the site.

SPA GP reserves the right to amend the conditions of sale at any time.

## **ARTICLE 4 : ORDER**

Every online order made on the official website [www.spagrandprix.com](http://www.spagrandprix.com) will only be valid when the order confirmation is received by the purchaser, via email.

- Ticket prices are guaranteed at the time the order is placed by the purchaser.
- 100% of the payment must be recorded on the SPA GP bank account to guarantee purchase of the tickets.
- SPA GP will send a confirmation email to the purchaser, confirming that full payment has been received.
- Following this, other useful information such as arrival and departure itineraries may also be sent to the purchaser.
- SPA GP reserves the right to amend the type of ticket ordered by the purchaser, it being understood that this amendment will bear an equivalent or higher ticket value for the purchaser in relation to their original order received, without any additional costs.

- All ticket sales will be final: no refund, exchange, or cancellation will be authorised on the tickets ordered, with the exception of that specified in Art. 5 hereunder.
- Any order placed by the purchaser constitutes for SPA GP an offer, under conditions, that depends on ticket availability and on acceptance of the order by SPA GP.
- Any order placed and using a bank transfer as means of payment must be paid within 7 days after the order date. Once this deadline is passed, this order will be cancelled by SPA GP.
- A receipted invoice will be automatically sent by email to the purchaser after receipt of payment or after debiting by the credit organism. Tickets for which the order has been received at SPA GP.
- Headquarters more than 15 days prior to the date of the Formula 1 Belgian Grand Prix will be sent by email to the email address mentioned on the SPA GP purchase order.
- Any order placed less than 15 days prior to the Formula 1 Belgian Grand Prix and paid by bank transfer will only be taken into consideration if accompanied by a proof of payment.
- Orders placed less than 15 days prior to the Formula 1 Belgian Grand Prix will also be sent by email to the email address mentioned by the purchases. This email will bear the order and invoice reference number.
- The person or the company that carried out the order is considered to be the order giver and the guarantor for payment of the order, even if this order is placed for or sent to a third party.

## **ARTICLE 5 : WAIVER/CONTESTATION**

Tickets will not be taken back or exchanged unless the Formula 1 Belgian Grand Prix is cancelled, in accordance with article 13.

In the event of a problem with your tickets, please contact SPA GP as soon as possible.

## **ARTICLE 6 : RETENTION OF OWNERSHIP – INTELLECTUAL PROPERTY**

The tickets remain the exclusive property of SPA GP, as both material and intellectual property. Consequently, any reproduction or imitation under any form whatsoever and by whatsoever means, is strictly prohibited.

It is also prohibited to resell the tickets or to procure them from a third party in any way whatsoever for commercial reasons; an exception being made to this prohibition for those companies expressly mandated by Spa Grand Prix and who have signed an authorisation contract effective for the year of the Grand Prix.

Any ticket purchased in violation of this clause shall not give any access right. Additionally, SPA GP reserves the right to cancel tickets as soon as it is confirmed that, despite this prohibition, tickets have been put on sale in violation of this clause and shall not give any access right.

Recovery of costs (15 Euro) arising from this cancellation shall be pursued against the purchaser.

A check of the identity of the holder of a ticket by SPA GP or by its authorised seller of official tickets is possible.

The F1 FORMULA 1 logo, F1 logo, FORMULA 1, F1, FIA FORMULA ONE WORLD CHAMPIONSHIP, GRAND PRIX, BELGIAN GRAND PRIX and related marks are trademarks of Formula One Licensing BV, a Formula 1 company. All rights reserved.

## **ARTICLE 7 : PRICES**

Ticket prices are indicated and payable in Euro, all taxes included and excluding contribution to collection fees and administrative costs. If an amendment is made to prices, sales shall be invoiced on the basis of the tariffs in force at the time the order was recorded.

## **ARTICLE 8 : PAYMENT**

The payment of orders online may be carried out in various ways, either by credit card (Visa, Mastercard, etc.) and online payment (iDeal, Bancontact, etc.), or by bank transfer to the credit of account BELFIUS BE62 0910 1749 2361 (GKCCBEBB).

The SPA GP website. ([www.spagrandprix.com](http://www.spagrandprix.com)) is subject to a security system as the transactions are carried out by a supplier of strongly-protected payment services: the company Ingenico – <http://payment-services.ingenico.com> – with its headquarters in Brussels.

As well as being an expert in payment security, Ingenico guarantees that sensitive data are transmitted and stored according to the highest-quality security standards.

## ARTICLE 9 : NON-PAYMENT

Notwithstanding any contractual provisions, in the event that the payments have not been made in the timeframes mentioned above and/or the purchaser has not cancelled an order, SPA GP reserves the right to obtain payment by legal means or, at its choice, have the sales contract rescinded.

In this case, any delay in payment automatically, and without giving rise to any notice, leads to interest of 1.5% per month on sums due, starting from the date on which payment is due, without prejudice to any other damages and interests that may also be claimed by SPA GP.

Additionally, the total amount of the invoice shall be increased by 15% with a minimum of €400, (four hundred Euro) as lump-sum compensation for non-payment of the invoice by the given deadline.

As a corollary, this penal clause shall also be applicable in the event that SPA GRAND PRIX would be liable for a sum of money to one of its co-contractors.

## ARTICLE 10 : PERSONAL DATA

[See our privacy policy](#)

## ARTICLE 11 : PROOF

Data are retained in your personal account by SPA GP: these data allow your transaction to be processed properly. Moreover, these data, once recorded, allow you to carry out any future transactions more rapidly.

The archiving of purchase orders and invoices will be carried out on a reliable and durable support medium, to correspond to an exact and lasting copy.

In the event of litigation, these archived items will prevail between the parties.

## ARTICLE 12 : DELIVERY

The E-tickets will be sent by email no later than the week preceding the Formula 1 Belgian Grand Prix. An email announcing that the E-tickets are available in the personal account will be sent to each customer.

This despatch will be free of any other obligations and is considered as the full and perfect execution of its obligations by SPA GP. The withdrawal of the tickets will be at the sole responsibility and risk of the purchaser or their representative.

If the tickets are posted, any despatch to the Purchaser's name and address will be entirely at the Purchaser's own risk and expense.

## **ARTICLE 13 : CANCELLATION OF THE EVENT**

Tickets (e-tickets or VIP passes) will not be reimbursed or exchanged except under the sole condition of the cancellation of the Formula 1 Belgian Grand Prix.

The cancellation will be communicated by means of an indication on the website [www.spagrandprix.com](http://www.spagrandprix.com).

No request for refund can be made prior to the official announcement of the cancellation of the event.

The buyer must access his/her customer account to express his/her choice between deferment or refund (excluding admin fees).

If the ticket holder does not express his/her choice in the months following the announcement of the cancellation, the ticket(s) will be automatically **carried over to the next event.**

The procedure for obtaining a refund will be explained by email, within the 15 days following the official announcement of the cancellation.

Special case: cancellation of the event due to force majeure or prohibition / limitation of the presence of spectators due to force majeure.

In accordance with the applicable Belgian law, no penalty or compensation of any kind can be claimed from SPA GP in case of cancellation of the event due to force majeure or in case of prohibition / limitation of the presence of spectators at the event due to force majeure.

Any event beyond the control of the parties constitutes a cause of force majeure, where no fault can be ascribed to the provider and which prevents the latter from fulfilling its obligations.

The following, in particular, constitute a case of force majeure: any act by a public authority: requisition, prohibition, impediment, police measure, etc., which legally prevent one or more parties from performing the services to which they are contractually bound.

In the event of a case of force majeure, SPA GP will not be obliged to compensate the buyer and reserves the right to refund tickets.

SPA GP may decide to give the option between deferment or refund.

If the holder of the ticket(s) purchased does not express his/her choice within thirty calendar days following the announcement of the cancellation or prohibition / limitation of spectators, the ticket(s) will be automatically carried over to the next event.

If SPA GP agrees to refund the ticket(s), the refund will not be subject to any specific deadline.

Upon refund, SPA GP will retain the admin fees (€15) as well as a fixed rate fee of €10 per order by way of contribution towards the operating and refund costs.

The procedure for obtaining the refund of tickets will be explained by email, within 15 days subsequent to the official announcement of the case of force majeure.

## **ARTICLE 14 : LAW AND JURISDICTION**

This contract shall be governed by Belgian law; in the event of any legal dispute, courts in the judicial district of Verviers shall have jurisdiction.