

# TERMS & CONDITIONS

All payments are non-refundable and may only be made via (a) personal or corporate check made payable to QuintEvents to be delivered to the address listed at the top of this agreement or (b) wire transfer to the following account: Name: QuintEvents LLC, Bank: Wells Fargo, ABA #121000248, Act #2000007399806, International SWIFT BIC #WFBIUS6S or (c) credit card. This Agreement is non-cancellable by purchaser.

All packages include admission ticket at face value.

By signing this form you ("Purchaser") agree to the terms and conditions set forth herein ("the Agreement").

1. Any amounts payable to Quint hereunder which are not paid when due shall thereafter bear interest at the rate of 1% per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder. In the event any payment due Quint is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorneys' fees.
2. QuintEvents, LLC-d/b/a Circuit of the Americas Experiences does not guarantee availability of services until Purchaser has received confirmation that payment has been received and Circuit of the Americas Experiences has provided the service assignment to Purchaser. Circuit of the Americas Experiences does not guarantee the quality of services provided by third parties. Circuit of the Americas Experiences is making arrangements on Purchaser's behalf. By signing this Agreement, Purchaser acknowledges and agrees that Purchaser will not hold Circuit of the Americas Experiences or its affiliates responsible for the quality of services. At the time of purchase, seat locations and hotel assignments may be made within specific zones or categories of like nature, quality, location, and kind, and may not include identification of actual seats (i.e., row and seat number within a specified section or portion of a section) or hotel rooms (i.e., "Double-Double" or "King" room type). Such actual identification will be prioritized on a first-come, first served basis. Purchaser assumes all responsibility for registering all of its guests at the hotels specified in the Description unless otherwise specifically agreed upon in writing by Purchaser and Circuit of the Americas Experiences. Individual guests at the hotels will be responsible for all incidental hotel expenses, except for room rate and associated room rate taxes.
3. Purchaser acknowledges and agrees that Purchaser shall not acquire any proprietary or other rights in or to use the QuintEvents, Circuit of the Americas or Circuit of the Americas Experiences Trademarks (as defined below) by virtue of signing this form. Neither Purchaser nor any party shall use or display any QuintEvents, Circuit of the Americas or Circuit of the Americas Experiences Trademarks, including, without limitation using the QuintEvents, Circuit of the Americas or Circuit of the Americas Experiences Trademarks or any reproduction of them in any promotional materials (including any materials published on the Internet) related to this form. Under no circumstances shall Purchaser be entitled to produce merchandise bearing the QuintEvents, Circuit of the Americas or Circuit of the Americas Experiences Trademarks. Nothing in this Section 3 shall limit the ability of Purchaser to purchase officially licensed products bearing the QuintEvents, Circuit of the Americas or Circuit of the Americas Experiences Trademarks. For the purposes of this Agreement,

“QuintEvents”, “Circuit of the Americas” and “Circuit of the Americas Experiences Trademarks” means the names, symbols, emblems, designs, and colors of QuintEvents, Circuit of the Americas or Circuit of the Americas Experiences and its affiliates, including without limitation the terms “QuintEvents”, “Circuit of the Americas” and “Circuit of the Americas Experiences”.

4. Circuit of the Americas Experiences reserves the right to refuse or revoke the admittance (with no refund) to any event described in the Package for any person who acts in a disorderly or disruptive manner as determined by event officials and/or to refuse or revoke the use of any other privileges granted in this Agreement due to such conduct. All terms and conditions set forth with respect to the race tickets, events tickets, credentials and lodging accommodations provided pursuant to this Agreement shall apply to this Agreement.
5. Purchaser shall not resell or transfer all or any portion of the items set forth in the “Description” above (“Package”) to any person or entity without the prior written consent of Circuit of the Americas Experiences, which consent Circuit of the Americas Experiences may grant or decline to grant in its sole discretion. In the event that Purchaser breaches this covenant and resells all or any portion of the Package to a third party without Circuit of the Americas Experiences’ written consent, Circuit of the Americas Experiences, without limiting its right to pursue any other remedies available to it, may retain all amounts paid to Circuit of the Americas Experiences for the Package and shall not be obligated to provide any of the contents of the Package to Purchaser, including without limitation, any tickets to the racing events.
6. **CIRCUIT OF THE AMERICAS EXPERIENCES, ITS SALES AGENT AND EACH OF THEIR AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SHAREHOLDERS, EMPLOYEES, SPONSORS AND LICENSEES (COLLECTIVELY “THE Circuit of the Americas Experiences ENTITIES”) SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR TO ANY PROPERTY OF PURCHASER OR PURCHASER’S EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES OR GUESTS USING ANY PART OF THE PACKAGE RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. THE CIRCUIT OF THE AMERICAS EXPERIENCES ENTITIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES**
7. Purchaser acknowledges and agrees that **ALL MONIES PAID ARE NONREFUNDABLE** and Purchaser shall not be entitled to a refund of any portion of such monies in the event (a) the race or any other event described herein or a part hereof is cancelled, postponed, delayed or rescheduled due to weather, an act of God, state of war, terrorism, strike or any other condition beyond the reasonable control of Circuit of the Americas Experiences, or (b) any element of the Package is not available due to weather, an act of God, state of war, terrorism, strike or any other condition beyond the reasonable control of Circuit of the Americas Experiences. Circuit of the Americas Experiences shall be fully excused for any delay or inability to perform due to the occurrence of any such events. Notwithstanding the foregoing, in the event any of the aforementioned force majeure circumstances occur, Circuit of the Americas Experiences shall make reasonable efforts to recover costs paid by it to third parties for elements

included in this Package. In the event Circuit of the Americas Experiences is successful in recovering any such costs or in obtaining the Package elements at a different time at no additional expense, Circuit of the Americas Experiences will reimburse a proportionate share of such recovered costs to Purchaser or deliver such available Package elements, as applicable.

8. Purchaser will indemnify, hold harmless and defend Circuit of the Americas Experiences, its sales agent and each of their affiliates and each of their agents, officers directors, members, managers and employees (“Indemnified Parties”) from and against any liabilities, obligations, damages, losses, claims, demands, recoveries, settlements, deficiencies, costs or expenses (including, without limitation, reasonable attorneys’ fees and expenses) which the Indemnified Parties may suffer or incur in connection with, resulting from or arising out of Purchaser’s (including any subcontractors hired by Purchaser and each of their employees, agents, representatives, guests or invitees) (a) attendance at the events that are the subject of this Agreement; (b) breach of any of its representations, warranties, covenants or obligations contained in this Agreement; (c) noncompliance with any applicable federal, state, or local laws or regulations; (d) willful misconduct or negligence or (e) performance under this Agreement, including without limitation, any claims arising from or related to the sale, offering for sale, or distribution of alcoholic beverages.