

Terms & Conditions

These terms of use (hereinafter the "Terms") constitute a legal agreement between anyone using the website (hereinafter "Client", "Customer", "User", "You" and "Your") and 8155640 Canada inc. (hereinafter "montrealgrandprix.com", "Corporation", "Operator" and "We").

Please read the following sections carefully and make sure you fully understand the contents of this agreement prior to the use of the website and/or services. By using the website, you hereby declare that you have read, understood, and agree to be bound by the Terms and any changes that may be made to them. We reserve the right, at our own discretion and without previous notice, to update, modify, add or delete any provisions of the Terms. In case of any change made to the present agreement, such change will be effective immediately. The User has full and sole responsibility to verify periodically the Terms and to be up to date of any changes that might be made to them. By using this website, you declare that you are of legal age to use the website and are able to make a purchase and have the legal capacity to make any transaction through this website.

1. 8155640 CANADA INC. SERVICES

1.1 Montrealgrandprix.com is an official sales agents of the F1 Experiences, a Formula 1 brand. Subject to Users' compliance with the Terms, the Operator helps its customers to book and purchase tickets, packages and organize parties and events related to Formula 1 races worldwide.

2. THE SITE

2.1 This website is for your personal and non-commercial use only. The content and information belong to 8155640 Canada inc. Consequently, you agree to the following:

- - Not to use the website in a way that is prohibited by the Terms;
- - Not to use this website or any of its contents for any commercial or non-personal purpose;
- - Not to use the website in a way that could spread spam or any computer viruses, code, files or malicious malware;
- - Not to use this website in a way that may violate the intellectual property rights of third parties or of 8155640 Canada inc.;
- - Not to use this website for any purpose that is fraudulent or unlawful;
- - Not to imitate, copy, reproduce, display, transited or distribute any information, content, image, or code without the written permission 8155640 Canada inc.

2.2 The content of this website has been carefully prepared and is regularly updated, however, we cannot guarantee that the totality of the information is perfectly accurate and free of error or that the website will function without any interruptions, delays or imperfections. We can not be responsible for actions or information from any third party. Therefore, it is understood between both parties, that the website is provided "as is" without any type of warranty.

2.3 The use of the website might be interrupted from time to time due to maintenance work or updates. Therefore, we cannot be held responsible for any damage, whether direct or indirect, material or moral, caused by the interruption of the website.

2.4 The website features various hyperlinks which will direct Users to other sites hyperlinks, they are provided to our customers for information purpose. These hyperlinks are made available to Users for their convenience only and in order to offer them a more intuitive and pleasant navigation experience. The existence of any such hyperlink, in no way whatsoever, constitutes an implicit or explicit support of the site concerned, of its content, or of any other sites associated with such a hyperlink. Furthermore, 8155640 Canada inc. assumes no responsibility whatsoever for such content. Accessing those sites is at your own risk and you take full responsibility for reading and reviewing the terms and conditions for each hyperlink. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of using any hyperlink through our site. Moreover, 8155640 Canada inc. shall not be responsible or liable to the User, for any refusal by a provider to provide an element of a purchased package, that results from the failure of the User to comply with any provider terms and conditions.

2.5 It is possible that the website appears among hyperlinks offered by third-party sites. 8155640 Canada inc. is not responsible for the content of any of these sites, or for any link present on these sites. 8155640 Canada inc. has no control over the sites containing links to their website. The fact that links to the website exist does not mean that 8155640 Canada inc. supports, approves or otherwise recognizes the content of any such sites or any link present on these sites.

3. LIMITED LIABILITY

3.1 In addition to the other limitations of liability contained herein, 8155640 Canada inc., its directors, officers, employees or agents shall not be held, in any circumstances, responsible under civil law or otherwise for any damages or losses of any kind related to the browsing, use or participation on the website or for the impossibility to access or use the website, including, without limitation, in case of: (i) failure, defect or destruction of the computing systems offered on the website; (ii) delays, however caused, which preclude anyone from opening or accessing an account; (iii) any unauthorized access or use of our secured servers and/or parts and all personal and/or financial information store therein; (iv) any errors, inaccuracies, or omission in any content, (v) any ticket lost stolen or damaged or (vi) similarly due to any failure, delay or other similar circumstances attributable to third parties involved in the provision of services.

3.2 Users understand and agree that 8155640 Canada inc. may, at any time and at its sole discretion, cease to offer certain services on the website and withdraw or add services without prior notice to the Users and without incurring any liability to that effect.

Moreover, 8155640 Canada inc. shall not be held liable if it decides to decline, deactivate, block, suspend or close an account or take any other measure it deems appropriate in case on non-compliance with these Terms or for any other reason it deems relevant, and may proceed to any verification of any litigious or suspicious situations.

4. LANGUAGE

4.1 In the event of discrepancy between the two (2) linguistic versions of the website, the English version shall prevail.

5. APPLICABLE LAW AND JURISDICTION

5.1 The Terms are governed by the laws of the Province of Quebec and shall be interpreted in accordance with them. The Users hereby expressly agree that any judicial or quasi-judicial proceeding that may be initiated by any of them in relation with the Terms, and more generally with the use by a User of his account or of the website, shall be brought before the court having jurisdiction in the judicial district of Montreal, Province of Quebec.

6. NON-COMPLIANCE OF A PROVISION

6.1 The illegality or invalidity of a section, paragraph or provision does not affect the legality of validity of the other sections, paragraphs or provisions, nor the remainder of the paragraph or section, unless clear intent to the contrary in the text.

7. BOOKING PROCESS AND PURCHASING POLICY

7.1 The present purchasing policy constitutes a legal agreement between any User purchasing tickets on the website and 8155640 Canada inc. The purchase agreement becomes valid once the payment has been made online and the Customer has received a confirmation email. If you do not receive a confirmation email, it is your responsibility to make sure that your order has been placed. Please note that we will not be liable for any loss whatsoever, if you assume that an order was not completed because you have not received a confirmation. Therefore, we do not guarantee, and shall not be obliged to provide, the ticket, the package or any other services in connection with the package, unless and until (a) we receive full and timely payment, (b) we confirm that the payment has been received, and (c) we confirm the package details to you.

7.2 We sell tickets and packages on behalf of an event organizer which means that we do not set ticket prices or other event conditions. We do not control the inventory or availability of the tickets and we do not assume any responsibility in this regard. Under no circumstances does the Operator warrants, guarantees, or make any representation as to the services provided by the said event organizer, and shall not be responsible for any default, failure, delay, act or omission of any kind whatsoever alleged or committed by any event organizer. In such event, the recourse shall be intended against the said event organizer directly.

7.3 In the case where we are unable to accept an order, we will inform the User and will not charge for the ticket or the package. This may occur if the service is out of stock, or if we have identified an error in the price or description, or if we have not received payment from you for the order within the time period specified when you placed it.

8. TICKETS

8.1 The User acknowledges that the Operator has no control over the location or the time that may be changed by the event organizer at any time. The Operator is in no way responsible for these changes.

8.2 The Operator undertakes to do its best to fulfil the User's seating requests. However, the Operator cannot be held responsible in any way if a client's request cannot be satisfied.

8.3 The User acknowledges that the images displayed on the website are indicative and that views of products may vary slightly from those images.

8.4 The User takes full responsibility to check and make sure that the ticket purchased is correct; mistakes cannot always be rectified. The Operator undertakes to make its best effort to help correct the situation but cannot guarantee it.

8.5 If the Operator is unable to provide the ordered tickets, he shall notify the User as soon as possible of the non-fulfilment of the order. The Operator shall offer the User an alternative solution with different conditions, such as a credit voucher or a refund. It is understood between the parties, that the Operator is in no way liable for any other expenses or prejudice that is related to the non-fulfilment of the order, including but not limited to any cost relating to travel or accommodation.

8.6 The Operator cannot be held responsible for the loss, theft or destruction of the purchased tickets. Please note that policies set by the event organizer may prohibit us from issuing replacement tickets for any damaged or destroyed tickets. In the case where a replacement ticket is issued, the Operator may charge the User a reasonable administration fee.

8.7 The purchased ticket is for a specific event, it is not, in any way, transferable to other events.

8.8 In the case where the event is cancelled or rescheduled and should the event organiser offer a full or partial refund of the purchased tickets, the User would be entitled to receive the equivalent amount of refund minus any service, credit card or delivery fees. In the case where the event is cancelled and not rescheduled, and the event organiser offers no form of financial compensation, the Operator will not, in any way, be liable or responsible for providing refunds, nor any form of compensation, be it financial or otherwise.

8.9 When purchasing the tickets or the packages, the User can opt to upgrade his booking by selecting a *refundable booking option (covid-19)*. By selecting this *refundable booking option (covid-19)*, the User will have to pay an additional non-refundable amount, which constitutes 8% of the price of the purchased tickets or packages. The User will receive 100% refund for his ticket (up to \$15,000 CAD and minus the 8% paid for the refundable option) if he cannot attend the event for documented Covid-related reasons. This refund will be applied according to Schedule 1 of the present Terms.

8.10 If the User chooses to resell his tickets purchased from our website through any reselling platform, the Operator is not responsible, in any way, for the fulfilment of the third-party reception of the ticket and is not liable for any costs or consequences associated with the delivery of the tickets to the third party.

8.11 If the User has purchased a ticket or a package on a resale platform, the Operator is not responsible for the delivery of the ticket and is not liable for any costs or consequences associated with tickets purchased through resellers.

8.12 Tickets may be sold subject to certain restrictions on entry or use, such as restricted view or a minimum age for entry. Any such restriction shall be displayed on our website or otherwise notified to you before or at the time you book the tickets. It is your responsibility to ensure that you read all notifications displayed on our website.

9. PRICE AND PAYMENT

9.1 If the amount paid for a ticket is incorrect, either because of the erroneous publication of the price on this website, in another communication, or for any other reason, we reserve the right to cancel the ticket (or the sale of the ticket) and refund the amount paid. This applies whether it is due to human error or technical failure of this website or other systems operated by 8155640 Canada inc.

9.2 The purchased ticket might be subject to an additional service, processing, or any other additional fee. This fee shall not, at any time, be refunded. Purchases may also be subject to credit card fees and delivery fees, if applicable.

9.3 Your ticket or package might be in another currency than from your local currency. Please note that some banks might charge an additional amount for handling fee.

9.4 Subject to article 9.6, the purchased price will be the price indicated on the order confirmation and/or the invoice that you receive when you place your order.

9.5 The payment must be made within the period stated in the description when placing your order or if no period is specified, the payment must be made immediately at the time of the booking. If the payment is not received within the abovementioned time, we may cancel your order and terminate any agreement.

9.6 The price printed on a ticket is at times intended to display its initial face value rather than the purchase price paid. You will not be entitled to a refund on the basis that you have paid a higher price than the face value of the ticket. The price paid for a ticket represents its true value at the time of purchase. Prices may vary and you will not be entitled to a refund if the price of similar tickets subsequently changes.

DELIVERY

10.1 In the event that the User decides to receive his purchase by mail, he waives all claims against the Operator concerning the delivery of the tickets. The Operator will send the tickets to the recipient and to the address indicated by the User when concluding the online order. The User is solely responsible for the validity and accuracy of the information he provides relating to the recipient's name and address.

10.2 The User is aware of the risks associated with the mailing of its purchases and accepts that the Operator cannot be held responsible for any wrongdoing regarding the tickets or purchase delivery once it is delivered to the carrier (loss, theft, non-delivery, delivery to the wrong address). Where applicable, the Customer declares to be aware of other delivery means available at the same price or lower price with less risk. When the mail delivery option is selected by the User, the Operator agrees, unless otherwise informed by the event organizer, to have the tickets placed in the mail within a reasonable time from the date of purchase, please be aware that we are not able to specify the exact dates of dispatch. A shipping confirmation is sent to the customer by email.

10.3 The terms and conditions of the delivery service shall be applicable to the delivery of the tickets.

10.4 If you wish to have tickets shipped to a different address than the shipping address indicated during the booking process, please contact us in due time before the scheduled date of delivery and provide the full address in writing. No address modification will be valid unless and until we have confirmed it. If your delivery destination changes, delivery fees may increase, and you shall pay such additional fees.

10.5 We are not liable for any fees applied by the border services for international deliveries. It is the responsibility of the customer to be aware of customs regulations and fees, and the customer is liable to pay any customs fees to the customs & border services of the country in question.

11. ADMISSION AND ATTENDANCE

11.1 It is your responsibility to ascertain whether an event has been cancelled and the date and time of any rearranged event. If an event is cancelled or rescheduled, we will use reasonable endeavours to notify you of the cancellation once we have received the relevant authorisation from the event organizer. Please note that date of the event, advertised start times and schedules of events are subject to change. Any re-admissions are at the relevant event's organizer sole discretion. If an event is changed or rescheduled, we are not responsible, at any time for this situation, which is at the discretion of the event organizer. Moreover, we assume no responsibility for any loss resulting from non-compliance, the quality of services provided or a false representation regarding the event.

11.2 The Operator is in no way responsible for refused entries, even if the required information is complete. The entry of the User is at the discretion of the event organiser.

11.3 You must not make, create, store, record or transmit any kind of sound recording, visual footage or audio-visual footage ("Recording"), or store, record or transmit any information or other data, including official timing, results, performance, telemetry, weather or race control data ("Data") of, at, or in relation to the event. It is forbidden to take into the circuit any equipment that may enable you to do the aforementioned acts. Personal electronic devices (including still image cameras, mobile telephones and other handheld personal communications devices) are permitted within the venue unless otherwise advised, provided that any Recording, Data and any image, including photographic images and any still pictures derived or capable of being derived from a Recording of the Event that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only.

12. LIABILITY

12.1 Personal arrangements including travel, accommodation or hospitality relating to the event which have been arranged by you are at your own risk. We shall not be liable to you for any loss of enjoyment or wasted expenditure.

12.2 Unless otherwise stated in this clause 12, our liability to you in connection with the event (including, but not limited to, for any cancellation of the event) and the product(s) you have purchased shall be limited to the price paid by you for the relevant product(s).

12.3 You agree and assume all responsibility of the risks and dangers that may arise from the event and waives any claim for loss or damage resulting from any cause whatsoever suffered by you, either before or after the event.

12.4 The Operator, its affiliates, its officers, directors, agents and employees shall not be liable or responsible for any loss, damage, injury, delay or theft, resulting from any cause whatsoever, occurred before, during or after the Event.

13. CANCELLATION

13.1 Tickets and packages purchased on the Site are non-refundable at any time, unless otherwise instructed by the event organizer. In case of cancellation of the event for which no other date has been chosen, the refund of your ticket may be made in the manner specified by the event organizer, and in the manner established at paragraph 8.8. Please note that we do not refund any travel restriction associated with COVID-19, or fear of travelling.

13.2 The Operator shall not be held to be in default for any delay or failure in performance caused by factors beyond its reasonable control, including, without limitation, weather, acts of God or of civil or military authority, embargoes, epidemics, war, terrorist acts, fires, floods, earthquakes, strikes, power blackouts or brownouts, software or hardware malfunctions, or failures of services of other persons or transportation or telecommunications carriers; or if any element is unavailable due to a force majeure event.

14. GENERAL PROVISIONS

14.1 This agreement represents the entire agreement between you and the Operator, and supersedes any previous agreements, communications, and understandings, whether written or oral, between us with respect to the ticket or package; provided, the foregoing is not intended to abrogate any agreement entered into by the parties with or after this agreement. Terms contained in proposals or other documents submitted in connection with this Agreement are expressly rejected.

14.2 If we delay in enforcing this agreement, we can still enforce it later. It shall not be construed as waiver of such rights and remedies.

SCHEDULE 1**OPTION: REFUNDABLE BOOKING (COVID-19)**

As established in the Terms, the User can opt for a refundable booking option that will constitute 8% of the package or ticket cost. This refundable booking option can be applied to documented Covid-related reasons.

As established in the terms, we do not refund for any travel restriction associated with COVID-19, or fear of travelling.

However, we do provide refunds for the following Covid-19 related reasons:

1. If you are infected with Covid-19 within 14 days of the beginning of the event and you can present to us a positive test.
2. If someone in your household has tested positive for Covid-19 within 14 days of the beginning of the event and you can present to us a positive test, you are likely to be asked and need to self-isolate.
3. If someone in your immediate family that you have been in contact with, tests positive for Covid-19 within 14 days of the beginning of the event and you can present to us a positive test, we can refund you.
4. If you have a significant change in your pre-existing medical condition in the 14 days immediately prior to the beginning of the event, and a professional recommends you to not attend the event due to the risk of exposure to Covid-19, and you can present to us the recommendation of the doctor.
5. If someone in your immediate family is hospitalised, or has died due to Covid-19, within the 28 days prior to the beginning of the event and you can present to us evidence.

What the refundable booking does not cover:

- We cannot pay refunds because you are worried about catching Covid-19 or you are self-isolating without a positive Covid-19 test in your household or family.
- We also cannot pay refunds for any travel restrictions caused by measures to control the spread of Covid-19.
- We can not refund the additional 8% paid for this option.
- Our refunds are always considered subject to the entirety of our Terms (available to read [here](#)), requiring the presentation of appropriate evidence, on an entirely discretionary basis, and we offer no unconditional guarantee of refund.