



## Race Experience Ticketing BV

Postbus 4013, 9701 EA Groningen

Moermansweg 2-4, 9723 HM Groningen

+31 50 205 78 01

info@raceexperiences.com

[www.raceexperiences.com](http://www.raceexperiences.com)

Last Updated: December 2023

### 1. Introduction

This Terms of Use (“Terms”) is an agreement between you (“you” or “user”) and South Florida Motorsports, LLC and its affiliates, website and application developers, vendors, and promotional partners. (“the Company”, “we”, or “us”). These Terms govern your access and use of our websites and online services that link to or post these Terms, including, but not limited to, F1MiamiGP.com; our applications on Facebook or other social media sites; and our mobile applications (“Applications”) (collectively, the “Services”). By using the Services, you agree to be bound by these Terms. If you do not agree to the Terms, you may not access or otherwise use the Services.

We may, in our sole discretion, modify these Terms with or without notice to you. The “Last Updated” date at the top of these Terms will indicate when the latest modifications were made. By continuing to access and use the Services after these Terms have been modified, you agree to such modifications. Therefore, you should review these Terms prior to each use of the Services. In addition, when using particular services or features or making purchases on the Services, you will be subject to any posted guidelines or policies applicable to such services, features, or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into these Terms. PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE. THESE TERMS INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE SERVICE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THE DISPUTE RESOLUTION/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THESE TERMS ALSO INCLUDES A JURY WAIVER.

If you are under the age of eighteen (18), you represent that you are either an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms, submit content, participate through the Services, and fulfill the obligations set forth in these Terms.

### 1. Connectivity, Communications, Privacy

You must have an internet-enabled cell phone or device using either the iOS or Android operating system to access the Applications. Normal carrier charges and taxes may apply to any content you obtain from the Services. The Company is not responsible for any surcharges you incur from your cell phone or internet service provider as a result of the use of the Services.

If you use the Applications, you will be asked when you first use the application whether you agree that to receive push notifications, including promotional push notifications from time to time. You may stop receiving push notifications by disabling the push notification function on your mobile device.

Use of the Services is subject to the terms of our Privacy Policy, which is hereby incorporated into and made part of these Terms. Please carefully review our Privacy Policy. By using the Services, you acknowledge that you have read and you agree to our Privacy Policy. You agree that any disputes related to the Privacy Policy, including any breaches in security or privacy, will be subject to these Terms.

### III. Copyright; Trademarks

You acknowledge that all materials on the Services, including the Services’ design, graphics, text, sounds, pictures, software and other files, and the selection and arrangement thereof (collectively, “Materials”), are the property of the Company or its licensors and are subject to and protected by United States and international copyright and other intellectual property laws and rights. You will not obtain any ownership interest in the Materials or the Services through these Terms or otherwise. All rights to the Materials not expressly granted in these Terms are reserved to their respective copyright owners. Except as expressly authorized by these Terms or on the Services, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works, or otherwise use any of the Materials in any form or by any means, without the prior written authorization of the Company or the respective copyright owner. The Company authorizes you to view and download the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. You may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes. The trademarks, services marks, trade names, trade dress and logos (collectively, “Marks”) contained or described on the Services (including, without limitation, FORMULA 1 MIAMI GRAND PRIX, FORMULA 1 MIAMI GRAND PRIX design mark, the Formula 1 Miami Grand Prix logo) are the sole property of the Company and/or its licensors and may not be copied imitated, or otherwise used, in whole or in part, without the prior written authorization of the Company and/or licensors. In addition, all page headers, custom graphics, button icons and scripts are Marks of the Company and may not be copied, imitated, or otherwise used, in whole or in part, without the prior



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written authorization of the Company. The Company will enforce its intellectual property rights to the fullest extent of the law.

### 1. User Content and Conduct

Where applicable at the Services (e.g., message boards or by leaving comments), you are invited to post your own content ("User Content"). You understand that all User Content, whether you have publicly posted it on the Services, posted it as part of your profile, or privately transmitted it the Company, is your sole responsibility and we are not responsible for the accuracy, safety, appropriateness, or intellectual property rights in or related to such content. Though the Services are designed to be a safe place to share such User Content, the Company cannot guarantee that other users will not misuse the User Content that you share. If you have any User Content that you would like to keep confidential and/or do not want others to use (including but not limited to, photos, personal information, name, home address, telephone number, etc.), do not post it to the Services. Under no circumstances will the Company be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed or otherwise transmitted via the Services.

**THE COMPANY IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU POST TO THE SERVICES.**

By posting any User Content at the Services, you hereby grant the Company a royalty-free, fully paid up, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, combine with other works, create derivative works from, distribute, perform, edit and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology not known or later developed. You specifically waive any "moral rights" in and to the User Content. The foregoing grant includes, without limitation, any copyrights and other intellectual property rights in and to your User Content. You represent and warrant that: (a) you own the User Content posted by you on or through the Services or otherwise have the right to grant the license set forth in this Section IV and (b) the posting of your User Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content you posted to or through the Services.

You acknowledge and agree that the Company may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any User Content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of the Company, its users, and the public. You understand that the technical processing and transmission of the Services, including your User Content, may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting to networks or devices.

You agree to each of the conditions in these Terms and further agree that each of these conditions applies forever and broadly with regard to the Company worldwide. Posting of User Content to or through the Services, including ideas or disclosures of opinions, is voluntary on your part. No confidential or additional contractual relationship is established by your posting of User Content or implied by our review of subsequent use of your User Content. The Company shall not be liable for any disclosure of any User Content, including opinion(s) or suggestion(s), you post to or through the Services. **THE COMPANY SHALL BE ENTITLED TO UNRESTRICTED USE OF ANY USER CONTENT IT MAY RECEIVE FROM YOU ON OR THROUGH THE SERVICES, FOR ANY PURPOSE WHATSOEVER, COMMERCIAL OR OTHERWISE, WITHOUT COMPENSATION TO YOU AS PROVIDER OF THE USER CONTENT.**

You agree that you will not use the Services to:

- (a) upload, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise unlawful or objectionable (including without limitation, nudity, and depiction of drug use);
- (b) harm minors in any way;
- (c) impersonate any person or entity, including, but not limited to a representative of the Company, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Services;



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- (e) upload, post, email, or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (f) upload, post, email, or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- (g) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- (h) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, emulate, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (i) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- (j) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services;
- (k) "stalk" or otherwise harass another;
- (l) collect or store personal information or data about other users; or disclose another person's personal information or data to any third party;
- (m) solicit personal information or data from anyone under 18 years of age; and/or
- (n) "bot," "hack," or "crack," or otherwise attempt to circumvent any access control, copyright protection, or other license-enforcement mechanisms associated with or related to the Services.

You understand that by using the Services, you may be exposed to User Content created by others that is offensive, indecent, or objectionable. The Company does not endorse or have control over what is posted as User Content. User Content is not reviewed by the Company prior to posting and does not reflect the opinions or policies of the Company. The Company makes no representations or warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content or any other material or information that you may access through the Services. Parents or legal guardians should use appropriate parental discretion in determining whether to authorize minors to access the Services. The Company assumes no responsibility for monitoring the Services for inappropriate submissions or conduct but reserves the right to do so. If at any time the Company chooses, in its sole discretion, to monitor the Services, the Company nonetheless assumes no responsibility for the User Content, has no obligation to modify or remove any inappropriate User Content, and has no responsibility for the conduct of the users submitting any such User Content. Notwithstanding the foregoing, the Company and its designees shall have the right to remove any User Content at any time, without notice and for any reason, including but not limited to, content that violates these Terms or is otherwise objectionable, in the Company's sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content. The Company may store User Content indefinitely. However, the Company has no obligation to store User Content or make it available to you in the future. You are solely responsible for your interactions with other users. The Company reserves the right, but has no obligation, to monitor disputes between you and other users, including disputes regarding the exchange of virtual currency or goods. The Company reserves the right to terminate your access to the Services if the Company determines, in its sole discretion, that doing so is prudent.

You may submit reviews or other feedback using forms on the Services. Any comments, suggestions, or feedback relating to the Services (collectively, "Feedback") submitted to the Company shall become the property of the Company. The Company will not be required to treat any Feedback as confidential; will not be liable for any ideas in the Feedback (including without limitation, application, site, Services or advertising ideas); and will not incur any liability as a result of any similarities between the Feedback and the Services or Company operations in the future. Without limitation, the Company will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature and will be entitled to use the Feedback for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Feedback. You acknowledge that you are responsible for whatever material you submit and you, not the Company, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

### 1. Links; Third-Party Websites



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Links on the Services to third-party websites and mobile applications are provided only as a convenience to you. If you use these links, you will leave the Services. Your dealings with third parties through links to such third-party websites or mobile applications are solely between you and such third parties. You agree that the Company and its Affiliated Parties (as defined below) will not be responsible or liable for any content, goods, or services provided on or through these outside websites or mobile applications or for your use or inability to use such websites or mobile applications. You will use these links at your own risk. You are advised that other websites on the Internet and mobile applications, including third-party websites and mobile applications linked from the Services, might contain material or information that: (i) some people may find offensive or inappropriate; (ii) is inaccurate, untrue, misleading, or deceptive; or (iii) is defamatory, libelous, infringing of other's rights, or otherwise unlawful. The Company expressly disclaims any responsibility for the content, legality, decency, or accuracy of any information, and for any products and services, that appear on any third-party website or application.

Without limiting the foregoing, your correspondence or business dealings with, participation in promotions of or purchases from, advertisers or third-party website or mobile applications found on or through the use of the Services, including payment for and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or third-party website or mobile application providers. You agree that the Company and its Affiliated Parties shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third-party website or mobile application providers on the Services.

The Company is not responsible for any product or service (including third-party website and mobile applications) sold on or through the Services or any claims of quality or performance made on or through the Services.

### 1. Disclaimers; Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, THE COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND OTHER REPRESENTATIVES AND THE COMPANY'S VENDORS AND BUSINESS PARTNERS (COLLECTIVELY, "THE COMPANY AND ITS AFFILIATED PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, THE COMPANY AND ITS AFFILIATED PARTIES MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; AND (V) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, YOUR MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY AND ITS AFFILIATED PARTIES ON OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

ALL SERVICES AND PRODUCTS PURCHASED AND OBTAINED ON OR THROUGH THE SERVICES ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS, AND/OR SUPPLIERS, IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, WITH RESPECT TO THE PRODUCTS AND SERVICES (INCLUDING VIRTUAL SERVICES, APPLICATIONS, OR SUBSCRIPTIONS) LISTED OR PURCHASED ON OR THROUGH THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT OR SERVICE DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, SERVICE OR PRODUCT MISUSE, SERVICE OR PRODUCT ABUSE, SERVICE OR PRODUCT MODIFICATION, IMPROPER SERVICE SELECTION, AND NON-COMPLIANCE WITH ANY WRITTEN DIRECTIONS.

THE COMPANY AND ITS AFFILIATED PARTIES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OR ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION; (II) AS A RESELLER OF ANY PRODUCTS OR



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SERVICES; (III) FOR ANY DEFECTIVE PRODUCTS; (IV) FOR ANY INCORRECT OR INACCURATE INFORMATION; (V) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA; (VI) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (VII) FOR ANY OTHER MATTER RELATING TO THE SERVICES OR ANY THIRD-PARTY WEBSITE OR APPLICATION. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS; LOSS OF PROFITS; LOSS OF GOOD WILL; LOSS OF USE; LOSS OF DATA; COST OF PROCURING SUBSTITUTE GOODS, SERVICES, OR INFORMATION; LITIGATION; OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ANY INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS FOR THE BARGAIN BETWEEN THE COMPANY AND YOU. THE PRODUCTS, THE INFORMATION, AND THE SERVICES OFFERED ON AND THROUGH THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING THE SOLE AND ENTIRE MAXIMUM LIABILITY OF THE COMPANY AND ITS AFFILIATED PARTIES FOR ANY REASON, AND FOR YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR ANY PRODUCT, INFORMATION, OR SERVICE PURCHASED BY YOU FROM THE COMPANY ON THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID THE COMPANY ANY AMOUNTS FOR ANY PRODUCTS, INFORMATION, OR SERVICE PRIOR TO THE DATE ON WHICH YOU FIRST ASSERT ANY CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE COMPANY IS TO STOP USING THE SERVICES AND CANCEL YOUR ACCOUNT. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### VII. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its Affiliated Parties against all claims, demands, causes of action, losses, expenses, damages and costs, including any reasonable attorneys' fees, resulting or arising from or relating to your use of or conduct on the Services, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the Services, your breach of these Terms, your infringement or violation of any rights of another, or termination of your access to the Services.

### VIII. Service Usage; Termination of Usage

You may be required to establish an account and/or register on the Services in order to take advantage of certain features of the Services. If you provide information on the Services, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the Services and (b) as permitted, maintain and promptly update such information to keep it true, accurate, current, and complete. If you provide any information that is false, inaccurate, outdated, or incomplete, or the Company has reasonable grounds to suspect that such information is false, inaccurate, outdated, or incomplete, or the Company has the right to suspend or terminate your account and prohibit any and all current or future use of the Services (or any portion thereof) by you.

You are responsible for maintaining the confidentiality of the password and account. The company reserves the right to refuse registration of, or cancel, an account, profile, or username in its sole discretion. You agree to (a) immediately notify the Company of any unauthorized use of your password or account or any other breach of security and (b) ensure that you exit from your account at the end of each session. You agree to be responsible for all actions resulting from the use of your account on the Services, including actions resulting from unauthorized use of your account prior to your taking steps to prevent such occurrence by changing your password and notifying the Company. The Company and its Affiliated Parties cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

You are responsible for your use of and communications on the Services. You agree to use the Services only for lawful purposes and not to use the Services in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Services.

You further agree that you will not access the Services by any means except through the interface provided by the Company for access to the Services. Creating or maintaining any link from another website or application to any page or functionality on the Services without the prior written authorization of the Company is prohibited. Running or displaying the Services or any information or material displayed on the Services in frames or through similar means on



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another website or application without the prior written authorization of the Company is prohibited. Any permitted links to the Services must comply with applicable laws, rules, and regulations.

These Terms are effective unless and until terminated by either you or the Company. You may terminate these Terms at any time, provided that you discontinue all further use of the Services. The Company also may terminate or suspend these Terms, at any time, without notice, and accordingly deny your access to the Services, for any reason, including without limitation, if, in the Company's sole discretion, you fail to comply with any term or provision of these Terms or your use is harmful to the interests of another user or the Company and its Affiliated Parties. Upon any termination of these Terms by either you or us, you must promptly uninstall the mobile application and destroy all materials downloaded or otherwise obtained from the Services, as well as all copies of such materials, whether made under these Terms or otherwise.

The Company reserves the right and from time to time may modify or discontinue, the Services (or any part thereof) temporarily or permanently with or without notice. Except as otherwise expressly stated in these Terms, you agree that the Company and its Affiliated Parties shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

You agree that the Company may terminate or suspend your access to all or part of the Services, without notice, for any conduct that the Company, in its sole discretion, believes is in violation of these Terms or any applicable law or is harmful to the interests of another user or the Company and its Affiliated Parties.

Sections VI-VIII and XI-XV shall survive the termination of these Terms.

### 1. Rules for Sweepstakes, Contests, Raffles, Surveys, and Similar Promotions

Any sweepstakes, contests, raffles, surveys, games, or similar promotions made available through the Services may be governed by specific rules that are separate from and in addition to these Terms. By participating in any such sweepstakes, contest, raffle, survey, game, or similar promotion, you will become subject to those rules, which may vary from these Terms set forth herein, and which are incorporated into these Terms.

#### 1. Filtering

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) that may assist you in limiting access to material that is harmful to minors are commercially available. Information identifying current providers of such protection is available on-line.

#### 1. Applicable Law; Jurisdiction; Dispute Resolution

(a) The Services are controlled and operated by the Company from within the United States of America, and is intended for use only by residents of the United States. The Company makes no representations or warranties that the content or materials on the Services are appropriate or lawful in any foreign countries, or that any items or applications offered for sale or download through the Services will be available outside the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

(b) These Terms shall be governed by the laws of the United States and the State of Florida, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. The parties agree that any claim or dispute one party has against the other party arising under or relating to these Terms (including claims in contract, tort, strict liability, statutory liability, or other claims) that is not resolved under Section XI of these Terms must be resolved exclusively by a court of competent jurisdiction, federal or state, located in Miami-Dade County, Florida, and no other court. Each party agrees to submit to the personal jurisdiction of such courts and to accept service of process from them.

(c) It is the Company's goal that the Services meet your expectations. However, there may be instances when you have a problem or dispute that needs special attention. In those instances, the Company is committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your issue. Therefore, for any problem or dispute that you may have with the Company, you acknowledge and agree that you will first give the Company an opportunity to resolve your problem or dispute. This includes you first sending a written description of your problem or dispute using the following email address:

[legalnotices@F1MiamiGP.com](mailto:legalnotices@F1MiamiGP.com)

or mailing address:

South Florida Motorsports, LLC

ATTN: Legal Department

347 Don Shula Drive



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Miami Gardens, FL 33056.

You then agree to negotiate with the Company in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after the Company's receipt of your written description of it, you agree to the further dispute resolution provisions below. You agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of the Service or these Terms, shall be final and binding arbitration, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate the Company's or any third-party patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought by the Company and/or the applicable third party(ies). You and we acknowledge that these Terms affect interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under these Terms (despite any other choice of law provision).

Arbitration under these Terms shall be conducted in the State of Florida before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual. The Parties agree to pay their own other fees, costs, and expenses, including those for any attorneys, experts, and witnesses. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. Except for claims determined to be frivolous, the Company agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law. As a limited exception to the agreement to arbitrate, the Parties agree that you may take claims to small claims court, if your claims qualify for hearing by such court.

YOU HAVE A RIGHT TO OPT-OUT OF THIS ARBITRATION AGREEMENT. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO ANY PARTICULAR INTERACTION WITH THE SITE OR THE SERVICES, THEN WITHIN THIRTY (30) DAYS FROM THE DATE OF SUCH INTERACTION, YOU MAY OPT-OUT OF THIS PART OF THE TERMS BY SENDING AN EMAIL TO [LEGALNOTICES@F1MIAMIGP.COM](mailto:LEGALNOTICES@F1MIAMIGP.COM) Any opt-out received after the thirty (30) day time period will not be valid and you must pursue your claim via arbitration pursuant to these Terms.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THESE TERMS SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SITE OR THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction and not in arbitration.

WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND THE COMPANY BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US.

In no event shall any claim, action, or proceeding by you related in any way to the Services or these Terms be instituted more than one (1) year after the cause of action arose.

### XII. Right to Contact

You agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from the Company, its affiliates and each of the foregoing's partners, at any telephone number or email address that has been provided to Company or that Company and/or their partners or affiliates have otherwise obtained, which could result in charges to you. Company and/or their partners or affiliates may place such calls, texts or emails to (i) notify you regarding upcoming appointments, (ii) notify you of upcoming Formula 1 Miami Grand Prix and other Stadium events, (iii) troubleshoot problems with accounts, (iv) resolve a dispute, (v) collect a debt, or (vi) as otherwise necessary to service member accounts, Company policies, applicable law, or any other agreement Company and/or their partners or affiliates may have with you. The ways in which members may provide Company and/or their partners or affiliates a telephone number or email address include, but are not limited to, providing the information at account opening, adding the information to an account at a later time, or providing it to any employees, partners, or affiliates. You consent to receive SMS or text messages and understand that you will be responsible for any standard telephone minute and text charges if you are contacted. You understand that you may revoke this express consent at any time by calling Company at: (305) 943-8000.

### XIII. Severability; Interpretation



## Race Experience Ticketing BV

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If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. All interpretations of these Terms will be at the Company's sole discretion and the Company's decisions will be final. When used in these Terms, the word "including" shall be deemed followed by the words "without limitation."

#### XIV. Entire Terms

These Terms, including the Privacy Policy and other policies incorporated herein, constitute the entire and only agreement between the Company and each user of the Services with respect to the subject matter of these Terms and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings, written or oral, with respect to the subject matter of these Terms.

##### 1. Miscellaneous

The failure of the Company and its Affiliated Parties to insist upon strict adherence to any section of these Terms shall not constitute a waiver of that section and shall not be considered a waiver or limit the Company's right thereafter to insist upon strict adherence to that section of any other section in these Terms.

#### XVI. Copyright Policy

We respect the intellectual property rights of others and require that users do the same. If you believe that your proprietary work has been copied in a way that constitutes copyright infringement, please forward the following information to the Company's Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

- (a) A physical signature of the person authorized to act on behalf of the owner of the copyright;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Services;
- (d) Your address, telephone number, and email address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.