

Hospitality Pass Terms and Conditions

Agreement of the Parties

These Terms and Conditions constitute the entire agreement between FORMULA E and the Client for the acquisition and use by the Client of one or more Passes and shall be deemed to have been accepted by the Client when the Client submits a Registration Form to the Provider. The Client is obliged to procure that any Guest complies with these obligations. The Client should be aware that each venue that hosts an Event may have its own terms and conditions which should be considered in addition to those stated herein.

1. Definitions

The following definitions apply unless the context requires otherwise: “FORMULA E” means Formula E Operations Limited, of 3 Shortlands – 9th Floor, Hammersmith, London, W6 8DA – UK, its successors and permitted assigns;

“**Authorised Seller**” means a person who has been authorised in writing by FORMULA E to sell Passes in respect of any Event including but not limited to;

“**Booking**” means an order for Passes which has been accepted by FORMULA E on an Order Confirmation or on another form of written document acceptable to FORMULA E;

“**Catering Supplier**” means the persons or organisations appointed by or approved by FORMULA E to provide catering, food and beverage services for the Facility in respect of the relevant Event;

“**Championship**” means FIA Formula E Championship;

“**Client**” means the party named and described as the “Client” on the Order Confirmation or such other person or organisation as may be substituted therefore with the written consent of FORMULA E and where the context so requires shall include any employee, representative, agent or contractor acting on the Client’s behalf;

“**Event**” means a round of the FIA Formula E Championship at an applicable Season;

“**Event of Force Majeure**” means any event or circumstance not within the reasonable control of FORMULA E, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of good practice, cannot be, or be caused to be, prevented, avoided or removed by FORMULA E, and (ii) such circumstance materially and adversely affects FORMULA E’s ability to perform its obligations under these Terms and Conditions, and FORMULA E has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on its ability to perform its obligations under these Terms and Conditions and to mitigate the consequences thereof. This includes without limitation, any strike or labour disturbance (except of its own employees or

Formula E Operations Ltd, 3 Shortlands, 9th Floor, Hammersmith, London W6 8DA www.fiaformulae.com

contractors), lockout, fire, satellite or other communications links, abnormally inclement climate conditions, collapse of buildings, fire, explosion or accident, flood, lightning, storm, explosion, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, riot, disease, terrorist attack, civil commotion or armed conflict, war or terrorist action or the threat of any of the foregoing, embargo or breaking off of diplomatic relations, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.

“Event Period” means such Opening Hours and day(s) as FORMULA E advises the Client that the Facility is open and available to the Client for the relevant Event;

“Facility” means the different areas of the Event venue accessible with the Passes;

“Fee” means, if applicable, the Fee advised by the Provider on an Order Confirmation (or otherwise) as being payable by the Client for the Passes plus VAT or any other applicable taxes.

“FEH” means Formula E Holdings

“FERO” means Formula E Race Operations;

“FER” means Formula E Rights B.V;

“FIA” means the Fédération Internationale de l’Automobile, place de la Concorde 8, 75008 Paris, France or such other address as it may from time to time operate from or any employee, representative, agent or contractor acting on the FIA’s behalf;

“Guest” means the Client and/or any guest, invitee, employee, officer, representative, agent or contractor of the Client who attends the Facility or has a Pass;

“Opening Hours” means the hours during which the Facility is open to the Client as advised by FORMULA E from time to time;

“Order Confirmation” means a written confirmation by the Provider to the Client that the Registration Form has been received and accepted;

“Parking Pass” means a parking Pass or sticker issued to members of the Guest at the discretion of FORMULA E permitting parking in the Parking Area;

“Parking Area” means a dedicated parking area allocated by FORMULA E (or by the promoter) at an Event for use by members who hold a Parking Pass;

“Pass/Passes” means a Pass, voucher or other form of pass issued by FORMULA E permitting access to the Facility during the Opening Hours of an Event;

"Pass Holder" means the Client or an Authorised Seller in its capacity at Pass Holder of the Passes, as the case may be;

"Provider" shall mean FORMULA E or an Authorised Seller in its capacity at seller of the Passes, as the case may be;

"Registration Form" means a request for Passes on a FORMULA E PDF or web-hosted application form (or on such other document as may be acceptable to FORMULA E from time to time);

"T&P" means Team and Partners of Formula E;

"Terms and Conditions" means these standard terms and conditions;

"Website" means the website www.fiaformulae.com or at such other web address or URL used by FORMULA E from time to time in relation to the Events.

2. Pass Requests

FORMULA E reserves the right exercisable in its absolute discretion to determine whether or not any requests contained within a Registration Form for the purchase of Passes are acceptable. The Client should only consider the requests therein as accepted if they receive confirmation in writing via email.

3. Issuance of Passes

3.1 Issue of Passes

FORMULA E shall be under no obligation to issue any Passes or provide any other benefits in relation to the Facility until the Fee has been received by FORMULA E from the Client/Pass Holder.

3.2 Pass Collections

FORMULA E reserves the right to nominate and notify the Client (either directly or through the Authorised Seller) of the location where (and when) the Client can collect Passes, and whether identification or an electronic ticket must be displayed as proof of authority.

3.3 Additional Passes

Additional requests to acquire Passes during an Event may be accepted by FORMULA E in its absolute discretion and subject to such conditions as FORMULA E may advise. If payment is required such additional requests, it will be subject to VAT or any other applicable tax.

3.4 Concession Passes

FORMULA E may from time-to-time at its own discretion offer discounted prices for children's Passes to some Events. Please email vip@fiaformulae.com if you wish to make an

enquiry regarding such discounts. Under no circumstances can Guests of any age enter the Facility without a Pass.

3.5 Provision of Passes

If payment is required and subject to these Terms and Conditions, FORMULA E agrees to issue to the Pass Holder the number of Passes for which full payment of the Fee has been received. Lost Passes will not be refunded or replaced without the consent of FORMULA E exercisable in its absolute discretion. In the event that the Provider advises the Client that it is unable (or there is not sufficient space or availability) to provide the Client with the number of Passes to the Facility for which payment of the Fee, if any, has been made, the Provider shall, within sixty (60) days of the Provider advising the Client, refund to the Client an amount equal to the price paid by the Client for such number of the Passes as FORMULA E does not provide and FORMULA E shall have no further liability or obligation in respect of such Passes.

4. Event Alteration

If an Event is altered:

- 4.1 Pass Holders acknowledge that Events may be delayed, interrupted, rescheduled or postponed. FORMULA E will use reasonable efforts to communicate such delays, interruptions, rescheduling or postponements to Pass Holders. As soon as possible after FORMULA E becomes aware of an Event being delayed, interrupted, rescheduled or postponed, all available information will be posted on www.fiaformulae.com. It is the responsibility of a Pass Holder to ascertain whether an Event has been delayed, interrupted, rescheduled or postponed and any new dates and times. FORMULA E does not guarantee that Pass Holders will be informed of such delay, interruption, rescheduling or postponement before the date of the Event concerned.
- 4.2 If an Event's scheduled start time is delayed but the Event is completed on the same calendar day, Pass Holders holding Passes for the delayed Event shall not be eligible for a refund. There will be no exchanges of Passes for other Events.
- 4.3 If an Event commences as scheduled and is interrupted after it begins, and FORMULA E determines that it was substantially completed, Pass Holders holding Passes for the interrupted Event shall not be eligible for a refund. There will be no exchanges of Passes for another Event.
- 4.4 If an Event commences as scheduled, is interrupted, and FORMULA E determines that the Event was not substantially completed, and the Event is rescheduled to take place a different day, the Pass Holder may retain his or her original Pass for admission to the rescheduled Event. Pass Holders holding Passes for the rescheduled Event shall not be eligible for a refund. There will be no exchanges of Passes for another Event.

5. Event Cancellation

If an Event is cancelled:

- 5.1 If an Event is cancelled (i.e. not held at all), FORMULA E will use reasonable efforts to communicate such cancellation to Pass Holders. As soon as possible after FORMULA E becomes aware of an Event being cancelled all available information will be posted on www.fiaformulae.com. It is the responsibility of a Pass Holder to ascertain whether an Event has been cancelled. FORMULA E does not guarantee that Pass Holders will be informed of such cancellation before the date of the Event concerned. There will be no exchanges of Passes for another Event.
- 5.2 FORMULA E shall have the right to determine any and all terms and conditions relating to cancellation and/or refunds (if any) from time to time.
- 5.3 In case T&P has paid the full amount for Passes and wishes to cancel, 30% of the fee applicable to each Pass will still be due by T&P to FORMULA E.
- 5.4 In case T&P has partially paid towards, or made no payment at all for Passes and wishes to cancel, 30% of the fee applicable to each Pass will still be due by T&P to FORMULA E and will be invoiced separately.
- 5.5 No refunds will be given in the event of cancellation unless otherwise agreed by FORMULA E in its discretion.

6. Use of Facility

- 6.1 Alterations to Facility
 - (a) Subject to Clause 4.1(b), no alterations or additions to either the Facility or any use of the Facility other than the use permitted by these Terms and Conditions will be allowed without the prior written consent of FORMULA E (exercisable in its discretion). The Client is liable for and must indemnify FORMULA E against any and all costs and expenses howsoever incurred in relation to any alterations or additions requested by the Guest.
 - (b) Where the Client is permitted use of a dedicated area within the Facility (as determined by FORMULA E), the Client may, at its own cost, decorate or theme the inside of such dedicated area only with Formula E's written consent, provided that 1) no items displayed (including signage) are visible from the outside of such dedicated area unless the Client has obtained the prior written consent of FORMULA E and 2) the Guest ensures that any and all references to the name of the relevant Event (or to any other round of the Championship) that appear in or on any materials located inside (or accessible from) the Facility correctly refer to the full and official name of the relevant Event (or the full and official name of any other round of the Championship as the case may be) and have been approved in writing in advance by FORMULA E.

6.2 Nature and Location of the Facility/ Grandstand Seats

FORMULA E reserves the right to determine in its absolute discretion the nature and location of the Facility and any dedicated areas within the Facility at any Event in all respects including, without limitation, whether or not (and if so, any conditions upon which) FORMULA E may provide grandstand seating (if at all) and if grandstand seating is provided by FORMULA E, to also determine in FORMULA E's absolute discretion the type and position of any grandstand seating so provided.

6.3 Availability of the Facility

If in respect of any Event:

- (a) FORMULA E does not build or use the Facility for any reason; or,
- (b) FORMULA E is unable to obtain or maintain rights to use the Facility, then FORMULA E may in its absolute discretion provide an Alternative Facility but (subject to clause 10.2 and without prejudice to FORMULA E's liability for death or personal injury caused by FORMULA E's negligence) shall not in any event be liable to the Client and/or any Guest and the Client hereby releases and discharges and shall procure that any Guest releases and discharges FORMULA E against any damages, loss (including, without limitation, any indirect loss, consequential loss or loss of profit), costs and expenses that may be suffered by it as a result of FORMULA E failing to provide the Facility or an Alternative Facility.

7. No Advertising or Promotions

- 7.1 Except with FORMULA E's prior written consent or as otherwise provided for in Clause 4.1(b), the Client shall procure that any Guest shall not undertake advertising or promotional activity at the Facility, including, without limitation the displaying of any corporate signage or corporate identification within or outside the Facility.
- 7.2 The Client shall procure that the Guest shall not, without the prior written consent of FORMULA E exercisable in its discretion use for any advertising, promotional or commercial purposes (including without limitation prizes, competitions or contests) (in any media) 1) the name of FORMULA E or 2) the name of the relevant Event or 3) the name of any other round of the Championship (or any abbreviation or foreign language version thereof) or 4) any Passes or 5) the Facility or do any act or thing to imply or give the impression that 1) any Guest or its activities are connected to or endorsed by the Championship or FORMULA E or 2) that any Guest is a sponsor of or supplier to the relevant Event or the Facility or in some other way connected to FORMULA E, that Event or the Facility.

8. Restrictions of Use of Names and Logos

- 8.1 The Client shall procure that no Guest shall use any of the expressions "Formula E", "FIA Formula E Championship", "Emotion Club", or any trade marks (whether registered or unregistered) or logo(s) pertaining thereto or any other intellectual property right owned by

FORMULA E, FER, FERO or by any third party except with the prior written consent of FORMULA E, FER, FEH or the relevant owner or licensee of such trade mark or other intellectual property right.

- 8.2 The Client shall procure that no Guest shall use the name of the relevant Event (or the name of any other round of the Championship) or part thereof (nor any abbreviation or foreign language version thereof) nor any logo or graphic device of or relating thereto for any commercial purpose whatsoever without the prior written consent of FORMULA E first being obtained exercisable in FORMULA E's discretion. This is a fundamental term.

9. Catering

The Client agrees that FORMULA E is exclusively entitled to procure or authorise the provision of all catering, food and beverage services for the Facility at the relevant Event and may appoint the Catering Supplier and such other persons as it in its absolute discretion thinks fit to provide such catering, food and beverage services (or part thereof). The Client shall procure that no Guest shall bring food or beverages of any description into the Facility without the prior written consent of FORMULA E in its absolute discretion.

10. Client Obligations and Acknowledgements

10.1 Display of Passes

The Client shall and shall procure that each Guest shall comply with all security arrangements and display in a clear and visible manner at all times on entry to and within the relevant Event and the Facility, the correct Pass and (if requested by FORMULA E) wear a corresponding wristband at the Event and at all times upon entry to and whilst within the Facility and in any area of the Event where the Pass permits access. FORMULA E and/or its representatives reserve the right to refuse entry to the Facility to any Guest or any other person who does not comply with the security arrangements or who is not displaying such Pass and/or is not wearing such wristband, and FORMULA E and the Catering Supplier each reserve the right to refuse service to a person who is not displaying such Pass and/or is not wearing such wristband within the Facility.

10.2 Compliance with Directions

The Client shall comply, and shall ensure compliance by each Guest with:

- (a) any security arrangements, directions or notices displayed or given by officers, employees or agents of or persons authorised by FIA, FEH, FER, FORMULA E or the promoter of the relevant Event including, without limitation, notices, directions or other requirements relating to access and security at that Event, medical matters, evacuation procedures or the conduct of the Guest(s) at that Event;
- (b) the conditions of sale attaching to the relevant Event and the conditions of entry displayed at the entrances to that Event; and

- (c) all laws, regulations or requirements of any authorities (including, without limitation, the FIA, FER, FEH, Formula E and the promoter of the relevant Event) having jurisdiction over the activities of FORMULA E, the Event and/or the use or occupancy of the Facility.

10.3 Under Legal Age

The Client shall ensure that any Guest who is under 16 is hosted is accompanied and supervised at all times by an adult over the age of 18 who must also hold a Pass.

10.4 Client Liability

The Client shall be responsible for and shall indemnify FORMULA E against any loss (including any indirect loss, consequential loss or loss of profit), damage, injury, costs or expenses arising out of any act or omission of any Guest at or in connection with the relevant Event or arising out of any failure to comply with these Terms and Conditions save for death or personal injury caused by FORMULA E's negligence.

10.5 Client Acknowledgements

The Client acknowledges and accepts and shall procure that each Guest accepts that:

- (a) motor racing, the relevant Event and certain activities associated therewith (including, without limitation, support races and support events and activities) are dangerous and that some personal risk may be involved in attending the Event and therefore attendance by each Guest is entirely at their own risk;
- (b) the Client, to the fullest extent permitted by law hereby:
 - (i) excludes, releases and forever discharges FORMULA E, FIA, FEH, FER, the sporting Organiser, (the relevant national sporting authority), the promoter of the relevant Event, and any other persons or organisations involved in the organisation, conduct and promotion of the Event (the "Indemnified Parties") from all liability for claims, loss (including any indirect loss, consequential loss or loss of profit), damage, injury, costs or expenses (whether arising under statute, from negligence, personal injury, death, loss or damage to property, infringement of third party rights or otherwise) arising from or connected with the Event including without limitation any occurrence of fire or theft; and
 - (ii) indemnifies and agrees to keep indemnified each of the Indemnified Parties against any such claims, loss (including any indirect loss, consequential loss or loss of profit), damage, costs or expenses brought by, or arising from any act or omission of any Guest, 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 Indemnified Parties or (B) any damage incurred by way of fraud or fraudulent misrepresentation by any of the Indemnified the Client, to the fullest extent permitted by law hereby.
- (c) without prejudice to Clause 8.5(e), it is a condition of admission to the relevant Event that each Guest agrees that:

- (i) notwithstanding Clause 8.5(c)(ii), no Guest shall make, create, store, record or transmit any kind of sound recording or visual 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 and each Guest is forbidden from taking into the Facility or pit lane walkabout any equipment that may enable a person to carry out any of the aforementioned acts;
- (ii) personal electronic devices (including still image cameras, mobile telephones and other personal communications devices) are permitted within the Facility 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 (“Image”) of the Event that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only;
- (iii) the use of any such Recording, Data or Image for any form of public advertisement, display, commercial gain or for any other purpose (except for the non-commercial use/private enjoyment of the Guest) without the prior written consent of Formula E or FEH, is strictly forbidden and shall constitute a breach of these Terms and Conditions for which the Guest may be liable;
- (iv) upon the request of FORMULA E, FEH, FER or FERRO, the Client or any Guest (as applicable) shall assign to FER in writing (or procure the assignment to FER in writing) the copyright and all other intellectual property rights in any Image or Recording of the Event that is created and/or recorded by the Client or any Guest;
- (d) FORMULA E reserves the right in its discretion not to allow personal electronic devices to be taken into or used at or within the Facility;
- (e) By purchasing or holding a Pass and/or by attending the relevant Event each Guest will be deemed to have:
 - (i) consented to the use by FORMULA E, FER, FEH, FERRO, FIA (and by any third party approved by FORMULA E, FEH, FER or FERRO) 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 and approved by FORMULA E, of any still or moving image taken at the Event, where such image includes any image of the Guest; and performance, telemetry, weather or race control data (“Data”) of, at or in relation to the Event and each Guest is forbidden from taking into the Facility or pit lane walkabout any equipment that may enable a person to carry out any of the aforementioned acts;
 - (ii) obtained the specific consent of the Guest to the use by FORMULA E, FER, FEH, FIA (and any third party approved by them) for the purposes contemplated in Clause 8.5(e)(i) above, where any such image includes an image of the Guest; and
 - (iii) waived its personality rights to the extent necessary to permit such use and, where appropriate, to have procured the waiver by the Guest of any personality or privacy rights to which such person would otherwise have been entitled; and iv) accepted the terms of the Privacy Policy set out in Clause 21 of these Terms and Conditions.
- (f) the Client unconditionally and irrevocably constitutes and appoints FORMULA E as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign any rights in or to such still or moving images, referred to in

Clause 8.5(e) above, to give effect to the same and shall procure that any Guest shall provide an equivalent power of attorney to FORMULA E if requested by FORMULA E to do so.

- (g) Warning: People with a pacemaker should contact security officials for assistance before approaching any of the electronic gates.

10.6 Liability for Loss or Damage to Property

The Client acknowledges and accepts and shall ensure that it advises the Guest that:

- (a) any property brought into the Facility or the Parking Area by the Client or any Guest (or at the Client's or the Guest's direction) shall be at its own risk; and the Client, to the fullest extent permitted by law hereby:
- (b) FORMULA E shall not be responsible for any loss of or damage to, howsoever caused (including without limitation any loss or damage caused by fire or theft), any property of the Client or the Guest or any property within the possession of the Client or the Guest which is lost or damaged within the Facility, any Alternative Facility, cloakroom or the EMOTION CLUB parking area.

10.7 Additional Security Precautions

For reasons of security and safety, FORMULA E reserves the right in its discretion:

- (a) to refuse suitcases, bags, electronic equipment, food, beverages and/or other items being brought into the Facility (or in to any area under the control of FORMULA E) whether before, during or after the relevant Event;
- (b) to inspect any bag or other item which any person wishes to bring in to or remove from the Facility, whether before, during or after the relevant Event.

10.8 Passes are not Transferable

After entry to the Facility on a particular day, Passes are not transferable for that day.

10.9 Right to refuse Entry or remove from the venue

- (a) FORMULA E (or any person operating the Facility or any aspect of the Facility for FORMULA E) may refuse entry to the Facility to or remove from the venue a Guest where FORMULA E (or such person) regards it as necessary or appropriate to do so on grounds of health, safety, security or public order or where FORMULA E or such person believes that the admission of that Guest would be materially prejudicial to any other person's enjoyment of the Facility/Event.
- (b) Where a Guest in possession of a valid Pass is refused entry to the Facility under this clause 8.9, the Pass Holder or Client with the right to use such Pass shall not be entitled to the refund of that Pass and neither FORMULA E nor any person operating the Facility or any aspect of the Facility shall have any further obligation to the Client or that Guest in respect of the Guest's use or non-use of the Facility on the day in question.

10.10 Smoking and Vaping

Formula E Operations Ltd, 3 Shortlands, 9th Floor, Hammersmith, London W6 8DA www.fiaformulae.com

At any Event, FORMULA E may, subject to applicable laws, designate one or more areas within the Facility at that Event as a smoking area. Smoking, vaping, or the use of e-cigarettes is not permitted anywhere in the Facility outside a designated smoking area. If there is no area designated and clearly marked by FORMULA E as a smoking area, smoking is not permitted anywhere in the Facility without the prior written consent of FORMULA E exercisable in its discretion.

11. No on-selling

The Client shall not (and shall procure that each Guest shall not) sell, offer to sell, on-sell, exchange for fee, reward or other valuable consideration, assign, sublet, encumber, license, sub license, transfer, dispose of or otherwise deal with any of the rights, benefits or obligations contained in these Terms and Conditions nor sell or offer to sell any Pass(s) to a third party without first obtaining the prior written consent of FORMULA E which consent shall be exercisable in its absolute discretion and which may include such conditions as FORMULA E thinks fit.

12. Breach

12.1 Default

If a Guest commits any breach of these Terms and Conditions, then on the giving of notice by FORMULA E to the Client at any time after the occurrence of such breach:

- (a) that Guest shall be deemed to have forfeited its rights but not its obligations under these Terms and Conditions;
- (b) FORMULA E will be free to cancel or re-sell/use any Pass(es) held by the Guest who is in default;
- (c) FORMULA E shall be entitled to demand that the Client unconditionally and irrevocably constitutes and appoints FORMULA E as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign the rights, benefits and entitlements of the Guest who is in default; and
- (d) the forfeit of any monies pursuant to Clause 10.1(a) shall not preclude any other rights which FORMULA E may have under these Terms and Conditions.

12.2 Refund of Monies to Client

Without prejudice to any liability of FORMULA E for death or personal injury caused by FORMULA E's negligence, if FORMULA E does not operate the Facility, or no race is held at the relevant circuit during the Event Period, and neither the Client nor a Guest uses or receives any benefit whatsoever from the Facility and services contemplated by these Terms and Conditions during that Event Period, then, upon the giving of notice by FORMULA E to the Client, FORMULA E may, in its discretion, elect to refund to the Pass Holder a percentage of the amount of the Fee, if any, received by FORMULA E from the Pass Holder provided that the amount of such percentage, if any at all, shall be determined by FORMULA E in its discretion. Notwithstanding the foregoing, FORMULA E shall have no liability or

obligation to the Pass Holder in respect of the Facility or the relevant Event as a result of the Facility not being operated or no motor car race being held and FORMULA E shall be released and discharged by the Pass Holder from all claims and damages of any kind.

13. Amendment/ Consents

No amendment or variation of these Terms and Conditions is valid or binding on a party unless made or confirmed by FORMULA E in writing.

14. No Waiver

No failure by FORMULA E to exercise or any delay in exercising any right, power or remedy by FORMULA E operates as a waiver of such right. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

15. Special Conditions

- 15.1 FORMULA E reserves the right to require at any time that each and any person wishing to participate in any pit lane walk or similar shall sign a waiver and release of liability as a condition of being granted access to the pit lane walk (and/or such other areas within the track as specified by FORMULA E).
- 15.2 FORMULA E reserves the right to issue additional terms and conditions which shall apply to the conduct or behaviour of persons using the Facility at an Event and/or to the conditions of sale of any Pass in respect of such Event and/or cancellation or refunds if applicable.
- 15.3 The Client hereby grants to FORMULA E the right exercisable in its discretion to reproduce and use the name and/or logo of any Guest on signboards (or other advertising devices) located within or around the Facility during the relevant Event and in any advertising and promotional material relating to the Facility.

16 Severability

Each of the provisions of these Terms and Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid, be deemed not to form part of these Terms and Conditions but the validity, unenforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby. Nothing in these Terms and Conditions shall in any way limit or avoid FORMULA E's liability for death or personal injury caused by its negligence.

17 Force Majeure

If FORMULA E is totally or partially prevented from performing any of its obligations under these Terms and Conditions as a result of an Event of Force Majeure, it shall promptly serve written notice on the Client specifying the matter(s) constituting the Event of Force Majeure and providing the other Party with its best estimate of the likely extent and outcome of the Event of Force Majeure. In the event of an Event of Force Majeure, FORMULA E shall be excused from the performance of its obligations under these Terms and Conditions. No Party shall be liable to any other Party for any loss, damages, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of these Terms and Conditions due to an Event of Force Majeure.

If the Event is cancelled due to an Event of Force Majeure, FORMULA E shall issue either a refund or a credit note to the Pass Holder, as applicable, for the Passes purchased for the cancelled Event. In the event that the issuance of a refund or credit note is necessary due to an Event of Force Majeure, the Client shall be contacted by the FORMULA E Hospitality Team.

18 Assignment

FORMULA E may assign its rights under these Terms and Conditions to any third party and may perform its obligations under these Terms and Conditions through any third party without the consent of the Client. The rights of the Client under these Terms and Conditions are personal to the Client and may not be assigned or sub-licensed or otherwise transferred by the Client.

19 Third Party Rights

The FIA, FEH, FER, FER0 and the promoter of the relevant Event may enforce the terms of Clauses 8.1, 8.2, 10.2 and 10.5 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

20 Governing Law

These Terms and Conditions and any dispute arising out of or in connection with them shall be governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English courts for the purpose of enforcing any claim or dispute arising hereunder.

21 Authorised Sellers

- 21.1 It shall be the responsibility of the Client and/or any Guest to verify with FORMULA E that any person representing or holding itself out as an Authorised Seller is in fact an Authorised Seller.
- 21.2 Authorised Sellers are independent entities and are not agents of FORMULA E and have no

authority to bind or commit FORMULA E and FORMULA E shall have no responsibility or liability in respect of any representations or statements made by Authorised Sellers whether in relation to any Event, the Facility at the relevant Event, these Terms and Conditions or otherwise in respect of any acts or omissions of Authorised Sellers.

22 Privacy Policy

In this policy, “we” and “our” means FORMULA E and “you” and “your” means Client or Guest. We are committed to protecting and respecting your privacy.

Consent

Your purchase of a Pass and your attendance at the relevant Event signifies your consent to our collecting and using personal information about you in accordance with this Privacy Policy.

What information do we collect?

In the course of buying or using a Pass we will acquire certain personal information from you from written information given to us by you, by an Authorised Seller or by the person buying the Pass on your behalf. We may for example, keep a record of your name, mailing address, email address, telephone number, gender and preferences. You consent to the provision of such data to us from any person who buys a Pass on your behalf or from an Authorised Seller.

How do we use your information?

Any personal data relating to you will be used and recorded by us in accordance with current data protection legislation and this Privacy Policy. We may use your personal information to communicate with you, such as to let you know about new features or offerings from the Championship, for record keeping purposes, and in aggregate (and therefore anonymously) for market research and promotional purposes, to publish trends and/or to improve quality and content of the Championship and for any other purpose that we may notify to you from time to time.

We may also operate a mailing list to send you Championship related news. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

Any mailing list that we keep will have an ‘opt out’ facility whereby subscribers can ask not to be contacted in future. We do not ‘spam’ and we currently do not share, license or sell e-mail addresses.

We reserve the right to disclose your personal information to our group companies, suppliers and service providers, anyone who may take over the running of our business or who may

purchase any or all of our assets including your personal information. We also reserve the right to disclose your personal information to any law enforcement agency requesting it in connection with the commission of any offence, once we are reasonably satisfied as to the circumstances surrounding the request and to access and disclose your personal information in order to comply with applicable laws and lawful government requests, to operate our business properly.

Except as expressly stated in this Privacy Policy, we will not sell, share, trade or license your personal information to others without your express consent.

Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or for one of our group companies or service suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. Any payment transactions will be encrypted. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Security

We take every precaution to protect your personal information. In addition, we have strict security protocols in place to protect our customer database from unauthorised access, improper use or disclosure, unauthorised modification, and unlawful destruction or accidental loss. We only allow access to the customer database when absolutely necessary, and then under strict guidelines as to what use may be made of such details. We may ask you for proof of identity before disclosing any personal information to you.

Surveys

We always aim to improve the services we offer. As a result, we may occasionally canvass our customers using surveys. Participation in surveys is voluntary, and you are under no obligation to reply to any survey you might receive from us. Should you choose to do so, we will treat the information you provide with the same high standard of care as all other customer information.

Competitions

Your purchase of a Pass or attendance at an Event may mean that we occasionally contact you with the opportunity to enter competitions. Entry to competitions is voluntary, and you are under no obligation to take up an invitation from us to enter. Should you choose to enter a competition, we will treat the information you provide with the same high standard of care as all other customer information.

Unsubscribe

You may request that your personal information is not used for competitions, surveys or marketing purposes. This is called unsubscribing and may be achieved by any of the following methods: Email us at dataprotection@fiaformulae.com.

Correcting and Updating Personal Information

If your personal information changes, or if you believe that the personal data we hold about you is incorrect, you may ask us to correct or update the personal information held by us by sending an email to dataprotection@fiaformulae.com.

Notification of Changes

We may occasionally modify our Privacy Policy, and when this happens, we will notify you via email, SMS or by any other reasonable method of communication.

Privacy Support

If you have any enquiry or concern about our privacy policy, please email us at dataprotection@fiaformulae.com.