

1. THESE TERMS AND CONDITIONS

1. Please read the following terms and conditions carefully before you submit your order for a Formula One event and travel package (the “**Package**”).
2. These are the terms and conditions on which we will supply the Package to you (“**you**,” “**your**” and “**Purchaser**”), and by submitting your order for a Package, you agree to all these terms and conditions (the “**Agreement**”).

2. INFORMATION ABOUT US AND HOW TO CONTACT US

1. We are QuintEvents International, LLC (d/b/a F1 Experiences), a limited liability company organized under the laws of the State of Delaware, U.S.A., whose registered office is at 9300 Harris Corners Parkway, Suite 120, Charlotte, North Carolina 28269 (“**F1 Experiences**”). QuintEvents International, LLC operates F1 Experiences and offers Packages for sale under license.
2. You can contact us by telephoning our customer service team at 888-326-5430 or by writing to us at info@f1experiences.com. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3. OUR CONTRACT WITH YOU

1. Our acceptance of your order for a Package will take place when we email you to accept your order, confirm payment has been received, and we provide you with details of the Package.
2. We do not guarantee, and shall not be obligated to provide, the Package as set forth in the description when you placed your order, or any portion of the Package or any services in connection with the Package, to you unless and until (i) F1 Experiences receives full and timely payment in accordance with this Agreement, (ii) F1 Experiences confirms to you that such payment has been received, and (iii) F1 Experiences confirms the Package details to you.
3. If we are unable to accept your order for a Package, we will inform you of this and will not charge you for the Package. This may be because the Package selected is out of stock, we have identified an error in the price or description of the Package, or we have not received payment from you for the Package within the time period specified when you placed your order.

4. PRICE AND PAYMENT

1. The price of the Package will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Package advised to you is correct; however, please see Section 4.b for what happens if we discover an error in the price of the Package you order.
2. It is possible that, despite our best efforts, some of the Packages we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Package's correct price on your order date is less than our stated price on your order date, we will charge the lower amount. If the Package's correct price on your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognized by you as a mispricing, we may end the Agreement, refund you any sums you have paid, and not provide the Package ordered by you.
3. You must make payment of the price for the Package within the time period stated in the description when placing your order or, if no time period is specified, within 5 days of your order. Time is of the essence of all payments due under this Agreement, and if we do not receive payment within the time period specified, we may cancel your order and terminate this Agreement.
4. All payments are non-refundable (except as set out in Section 11.1 (if applicable) and may only be made via:

1. ACH or wire transfer (customer is responsible for all electronic payment fees) to the following accounts:
 1. USD: QuintEvents International, LLC, Bank: PNC Bank, 249 Fifth Avenue, Pittsburgh, PA 15222, Account #5303625991, Routing Incoming ACH: 054000030, Routing Incoming Wire: 031000053, SWIFT: PNCCUS33
 2. EUR: QuintEvents International, LLC, Bank : Citibank Europe PLC, IBAN: IE85CITI99005130143043, Bank Account Number: 30143043, BIC/ Swift Code: CITIE2X
 3. GBP: QuintEvents International, LLC, Bank : Citibank NA, IBAN: GB72CITI18500810371904; Bank Account Number: 10371904, BIC/ Swift Code: CITIGB2L
2. personal or corporate check made payable to QuintEvents International, LLC and delivered to the address listed at the top of this Agreement; or
3. credit card (Visa, MasterCard, American Express, and Discover are accepted).
5. Any amounts payable to F1 Experiences hereunder which are not paid when due shall thereafter bear interest at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. In the event any payment due F1 Experiences is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, you agree to pay all costs of collection, including, without limitation, all court costs and attorneys' fees.

5. INTELLECTUAL PROPERTY RIGHTS

1. You acknowledge and agree that you shall not acquire any proprietary or other rights in or to use the QuintEvents International Trademarks, F1 Experiences Trademarks, or Formula One Trademarks (each as defined below) by virtue of purchasing a Package or entering into this Agreement. Neither you nor any party shall use or display any F1 Experiences or Formula One Trademarks, including, without limitation, using the F1 Experiences or Formula One Trademarks or any reproduction thereof in any promotional materials (including any materials published on the internet) related to this Agreement.
2. Under no circumstances shall you be entitled to produce merchandise bearing the F1 Experiences or Formula One Trademarks.
3. Nothing in this Section shall limit your ability to purchase officially licensed products bearing the F1 Experiences or Formula One Trademarks.
4. For the purposes of this Agreement, "QuintEvents International Trademarks", "F1 Experiences Trademarks", or "Formula One Trademarks" means the names, symbols, emblems, designs, and colors of QuintEvents International, F1 Experiences, or Formula One and their affiliates, respectively, including, without limitation, the terms "QuintEvents International", "F1 Experiences", or "Formula One", as applicable.

6. ADMITTANCE INTO EVENTS, TRAVEL, AND ACCOMMODATION

1. F1 Experiences reserves the right to refuse or revoke the admittance (with no refund) to any event described in the Package for any person who acts in a disorderly or disruptive manner as determined by event officials or F1 Experiences officials and/or to refuse or revoke the use of any other privileges granted in this Agreement due to such conduct.
2. All terms and conditions set forth with respect to the race tickets, event tickets, credentials, transport, and lodging accommodations provided by third party suppliers ("**Third Party Terms**") pursuant to this Agreement shall apply to and be binding on you. You agree that you will comply with such Third-Party Terms. We shall not be responsible or liable to you for any refusal by a third-party supplier to provide any element of the Package to you that results from your failure to comply with any Third-Party Terms.

7. SALE OF PACKAGES TO A THIRD PARTY

1. This Agreement is between you and F1 Experiences, and you may only transfer your rights or obligations under the Agreement to another person if we agree to this in advance and in writing. You shall not, without the prior written consent of F1 Experiences (which consent F1 Experiences may grant or decline to grant in its sole discretion):
 1. use for onward distribution or sale all or any portion of the Package items to any person or entity;
 2. use the Package in relation to any competitions, lottery, premiums, giveaways, advertising, or consumer or trade promotions of any kind; or
 3. market, include, or bundle the Package with any other incentive, package, reward, benefit, product, or offering of any kind.
2. In the event that you breach this covenant (as set out in Section 7a) and market, resell, or transfer all or any portion of the Package to a third party without F1 Experiences' prior written consent, F1 Experiences, without limiting its right to pursue any other remedies available to it, may retain all amounts paid by you to F1 Experiences for the Package, and F1 Experiences shall not be obligated to provide any of the contents of the Package to you (or any third party sold the Package by you in breach of this Section 7), including, without limitation, any tickets to the Formula 1 racing events.

8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

1. You acknowledge and agree that F1 Experiences is making arrangements on your behalf and that F1 Experiences does not have any control over the supply of those elements of the Package that are to be provided by third parties. F1 Experiences accepts liability in accordance with the following provisions only in respect for a breach of this Agreement by F1 Experience. F1 Experiences shall have no liability to you for the quality of services provided by third parties in connection with the Package.
2. At the time of purchase, seat locations and hotel assignments may be made within specific zones or categories of like nature, quality, location, and kind, and may not include identification of actual seats (i.e., row and seat number within a specified section or portion of a section) or hotel rooms (i.e., "Double-Double" or "King" room type). Such actual identification will be prioritized on a first-come, first-served basis. You are responsible for registering all your guests at the hotels specified in the description of the Package (provided when submitting an order) unless otherwise specifically agreed in writing by F1 Experiences. Individual guests at the hotels will be responsible for all incidental hotel expenses, except for room rate and associated room rate taxes explicitly stated to be included within the Package ordered. ***Programming and experiences are subject to change based on local health and safety guidelines at the time of the event. Formula 1 media, driver and legend appearances may be hosted virtually or in-person.***
3. F1 EXPERIENCES, ITS SALES AGENTS, AND FORMULA ONE AND EACH OF THEIR AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EQUITYHOLDERS, EMPLOYEES, SPONSORS, AND LICENSEES (COLLECTIVELY, THE "F1 EXPERIENCES ENTITIES") SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR TO ANY PROPERTY OF PURCHASER OR PURCHASER'S EMPLOYEES, HEIRS, SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, INVITEES, OR GUESTS USING ANY PART OF THE PACKAGE INCLUDING, BUT NOT LIMITED TO THE ACTUAL TICKETED EVENT, ACCOMMODATIONS, TRAVEL, OR ANY HOSPITALITY RELATED EVENT RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THEFT AND VANDALISM. THE F1 EXPERIENCES ENTITIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. **A REQUIREMENT OF THIS**

**PURCHASE AGREEMENT IS THAT YOU SIGN THE LIABILITY WAIVER
AND RELEASE ATTACHED HERETO AT ADDENDUM A.**

- 9. YOUR RESPONSIBILITY FOR TICKETS AND ENTRY DETAILS** - Tickets and entry details for any part of the Package are your responsibility once provided to you by F1 Experiences. F1 Experiences is not responsible for lost, stolen, or destroyed tickets for any part of the Package once in your possession. Lost, stolen, or destroyed tickets, counterfeit tickets, or tickets sold in violation of any applicable law or this Agreement will not be honored.
- 10. REFUNDS AND CANCELLATION** - Once you place your order, you cannot cancel such order except as set out in this Agreement. You acknowledge and agree that ALL MONIES PAID ARE NON-REFUNDABLE except as set out in Section 11.a.
- 11. EVENTS OUTSIDE OF OUR CONTROL YOUR LIABILITY TO US** - You will indemnify, hold harmless, and defend the F1 Experiences Entities from and against any liabilities, obligations, damages, losses, claims, demands, recoveries, settlements, deficiencies, costs, or expenses (including, without limitation, reasonable attorneys' fees, and expenses) which the F1 Experiences Entities (or any of them) may suffer or incur in connection with, resulting from, or arising out of your (including any subcontractors hired by you and each of their employees, heirs, successors, assigns, agents, representatives, guests, or invitees) (a) attendance at the events that are the subject of this Agreement and included in the Package; (b) breach of any of your representations, warranties, covenants, or obligations contained in this Agreement; (c) noncompliance with any applicable federal, state, or local laws or regulations; (d) willful misconduct or negligence; or (e) performance under this Agreement, including, without limitation, any claims arising from or related to the sale, offering for sale, or distribution of alcoholic beverages. You further expressly agree that it is the intent hereof that you shall assume all risk of such loss, damage, or injuries, and shall absolve and indemnify the F1 Experiences Entities therefrom whether or not such loss, damage, or injuries are due to the sole or joint negligence of us or our employees or customers. *Programming and Experiences are subject to change based on local health and safety guidelines at the time of the event. Scheduled special guest appearances may be hosted virtually or in-person. PLEASE NOTE: Entry requirements to your chosen Event(s) are to the discretion of the Event organizer and may include, but not limited to, on-site Testing for COVID-19, official documentation of vaccination records and/or official documentation of a negative COVID-19 test.*
1. You shall not be entitled to a refund of any portion of the price for the Package in the event that (a) the Formula One race or any other event described herein or a part of any Package is cancelled, postponed, delayed, or rescheduled due to weather, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to F1 Experiences' workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or any other circumstances beyond the reasonable control of F1 Experiences (each a "Force Majeure Event"), or (b) any element of the Package is not available due to a Force Majeure Event. F1 Experiences shall be fully excused for any delay or inability to perform due to the occurrence of any such Force Majeure Event.
 2. Notwithstanding the foregoing, in the event any of the aforementioned force majeure circumstances occur or the event is held and spectators are not permitted to attend a result of limitations related to the coronavirus, F1 Experiences shall provide a 100% credit to any F1 Experiences-activated event in the same season or the next scheduled event (defined as the same event. i.e Monaco Grand Prix , The Monaco Grand Prix or any other race or event described herein or a part hereof) The 100% credit is for the full purchase price of the package. In order to receive this 100% credit, all outstanding payments due toward the full price of the package will be immediately due at time of re-booking for the next scheduled event.
 3. Paddock Club Buyer Confidence Policy: Direct Paddock Club Purchasers only. F1 Experience packages with Paddock Club tickets are subject to the aforementioned policy. In respect to Paddock Club Ticket(s) purchased
 1. You shall be entitled to a 100% transfer credit which can be applied to any F1 Experiences-activated event in the 2021 or 2022 season. For the purposes of this provision, a COVID-19 reason means:

1. (i) a travel ban or mandatory quarantine: (A) imposed by the government of the country where the Event is taking place (the Event Country) and in operation in the Event Country in the week leading up to the Relevant Event; or (B) imposed by the government of the country from which you intend to travel to the Event (the Origin Country) and in operation in the Origin Country in the week after the Event;
 2. (ii) a temperature check conducted on-site by FOHES (or any of its appointed service providers) at the Event which shows that you have a high temperature (being 37.8 degrees Celsius or above) or a rapid COVID-19 test conducted by FOHES (or any of its appointed service providers) at the Event which shows that you have tested positive for COVID-19 and, in each case, means that you are refused entry to the Event; or
 3. You have a confirmed diagnosis of COVID-19 within 21 days prior to the Event.
2. If the Event is canceled or held without spectators you shall be entitled to either:
1. A 100% transfer credit which can be applied to any F1 Experience-activated event in the 2021 or 2022 season.
 2. A 100% refund (less taxes & fees)

12. OTHER IMPORTANT TERMS

1. This Agreement represents the entire agreement between F1 Experiences and you and supersedes all previous agreements, communications, and understandings, whether written or oral, between us with respect to the 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.
2. If we delay in enforcing this Agreement, we can still enforce it later. There is no waiver of any term. If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not pursue the payment immediately, yet we continue to provide the Package, we can and will require you to make the payment at a later date.
3. If a court finds any part of this Agreement illegal, the rest will continue in force. Each of the sections of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
4. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, U.S.A., without respect to principles of choice or conflict of laws (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.
5. Any claims or actions arising out of or related to this Agreement shall be brought solely in state or federal courts located in Mecklenburg County, North Carolina, and Purchaser freely consents to the personal jurisdiction of the courts therein. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREB

Early Bird Deposit Addendum

If Early Bird Pricing Applies: This Early Bird Deposit Addendum ("Deposit Addendum") is part of, and incorporates by reference, all terms of the QuintEvents Package Terms & Conditions (the "T&C") as if those were set forth in full herein.

1. "Early Bird" Deposit for Future Event. Customer shall pay QUINT \$250.00 OR \$500.00 (the "Deposit Amount") to obtain the benefits set forth in this Deposit Addendum specifically for the following event, the full details for which are not known at this time: **EVENT NAME** the "Future Event").
2. All amounts paid by Customer pursuant to this Deposit Addendum are non-refundable. However, all amounts paid by Customer pursuant to this Deposit Addendum may be applied to the Future Event or any other event or package available for purchase from QUINT as set forth in Section 4, below.
3. Priority Booking for Future Event.
 1. Advance Notice of Availability. QUINT shall provide notice to Customer regarding all details and options available for the Future Event as soon as is practical following QUINT's receipt of such information with regard to the Future Event. QUINT shall provide notice to Customer via e-mail and telephone as provided by Customer.
 2. Priority Access to Inventory. QUINT shall provide Customer the opportunity to purchase tickets and other packages for the Future Event prior to those tickets being available for purchase by the general public.
4. Application of Deposit to Booking for Future Event.
 1. QUINT will apply the full Deposit Amount to any tickets or other package elements purchased by Customer for the Future Event. In the event that the Deposit Amount exceeds the purchase price of any tickets and/or package elements for the Future Event, the remaining Deposit Amount will be credited to Customer's account with QUINT which may be applied to Customer's subsequent purchase of any other tickets or package elements for other events.
 2. If Customer elects not to purchase any tickets and/or package elements for the Future Event (or if there is any portion of the Deposit Amount unused after any other purchases), the remaining Deposit Amount shall be credited to Customer's account with QUINT, and may be applied to Customer's subsequent purchase of any other tickets or package elements for other events.

Refundable Booking

If you have purchased Refundable Terms on your transaction and are unable to attend your booking due to unforeseen circumstances outside of your control you may be entitled to a refund – please see our full set of Refundable Terms and Conditions here. To apply for a refund please contact our refund team at <https://refunds.refundprotect.co/>

Should your reason for refund not be found in the Refundable Terms and Conditions above, please get in contact with our standard customer service team as per our standard Terms and Conditions of sale.

ADDENDUM A

This Release and Waiver of Liability (the "Release") is entered into by Purchaser (hereafter the term Purchaser includes the individual ticket holders and any invitee, child, or other guest of Purchaser) in favor of QuintEvents, LLC and QuintEvents International, LLC, both Delaware Limited Liability Companies, its directors, officers, employees, agents, and representatives, and their respective successors and assigns, heirs, executors, and administrators (collectively "QuintEvents"). Purchaser hereby freely, voluntarily, and without duress exercises this Release under the following terms:

Activities: Purchaser knowingly purchased a VIP experience package that includes, but is not limited to, activities such as admission to sporting events, cocktail hours, dinners, lunches, hospitality suites, boating excursions, driving experiences, on field activities, and other activities that Purchaser knowingly and willingly enters upon private premises. Purchaser understands that participating in some of these events and activities poses a potential risk of injury and Purchaser freely assumes any risks and agrees to only perform activities that Purchaser is entitled and allowed to perform.

Release and Waiver: Purchaser does hereby release and forever discharge and hold harmless QuintEvents and its successors and assigns from any and all liability, claims, suits, and demands of whatever kind or nature, legal or financial, either in law or in equity, which arise or may hereafter arise from Purchaser's activities with QuintEvents. Purchaser understands that this Release discharges QuintEvents from any liability, demand, action, or cause of action or claim resulting from or by reason of Purchaser's participation in any way or to any extent in the Activities or that Purchaser may have against QuintEvents with respect to any damage, loss, bodily injury, personal injury, illness, death, or property damage that may result from Purchaser's activities, whether caused by the negligence of QuintEvents, an agent, representative, or independent contractor of QuintEvents, or otherwise. Purchaser also understands that QuintEvents does not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance in the event of injury or illness. Purchaser will not participate in any activities unless he or she has decided for his/herself that he/she is physically capable and mentally competent to safely and effectively engage in such Activities. Purchaser also agrees that he or she is totally responsible for his or her own personal safety, conduct, and well-being.

Medical Treatment: Purchaser does hereby release and forever discharge QuintEvents from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Purchaser's activities with QuintEvents.

Assumption of Risk: Purchaser understands that the events may include activities that present a hazard to the Purchaser, including, but not limited to transportation by vehicle or vessel. Purchaser hereby expressly and specifically assumes the risk of injury or harm in any and all activities and release QuintEvents from all liability for injury, illness, death, or property damages result from the activities.

Insurance: Purchaser understands that QuintEvents does not carry any insurance coverage for Purchaser.

Miscellaneous: Purchaser expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Purchaser agrees that in the event that any clause or provision of this Release shall be held to be invalid by a Court, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to remain in full force and effect.

Without condition or limitation, I state that I have carefully read the foregoing Release and I have a complete understanding of the contents hereof and I sign this Release freely and without coercion of any kind of extent.