

Ticketing: Terms and conditions

These Terms & Conditions apply to the Valencia, Berlin and London events only.

This document sets out the terms and conditions (the “Terms”) on which Formula E Operations Limited (“Formula E”) manage Ticket (as defined hereunder) purchases. These Terms also govern your purchase of Tickets for the attendance at any Formula E Championship Event.

Before purchasing a Ticket, you will be asked to acknowledge your agreement to these Terms. Please read through these Terms carefully and make sure that you understand them before accepting them. If you refuse to accept these Terms, you will not be able to purchase a Ticket.

1. Definitions

In these Terms, except where the context requires otherwise, the following definitions will have the following meaning:

“Event” shall mean the period of time for which a Ticket applies, including any preliminary or qualifying sessions and final competitions, as well as any other applicable ceremonies and any other activity which is ancillary to the Race for which the Ticket has been sold.

“E-Ticket” shall mean an electronic .pdf licence from Formula E which allows an individual to attend an Event.

“E-Voucher” shall mean an electronic .pdf document which will need exchanging for a Ticket.

“Force Majeure” shall mean any cause beyond the control of Formula E, including but not limited to, any strike or labour disturbance (except of its own employees or 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 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.

“Formula E” shall mean Formula E Operations Limited with its registered office at 3 Shortlands, 9th Floor, Hammersmith, London W6 8DA, United Kingdom registered under company number 08412477

“Mobile Ticket” shall mean a digital document stored in a digital wallet on a mobile telephone which allows an individual to attend an Event.

“Person” shall mean an individual, partnership, firm, corporation, association, trust, unincorporated association or any other legal person or entity.

“Photographic Identification” shall mean either an original and valid passport, an original and valid driver’s licence or an original and valid identity card.

“Purchaser” shall mean the Person who ordered and paid either Formula E or a Ticketing Provider (as defined hereunder) for one or more Ticket(s) and who is registered in either Formula E’s or a Ticketing Providers records as the original purchaser.

“Race” shall mean a championship race (whether a single or double header) in the Formula E calendar.

“Site” shall mean the Formula E ticketing website and event and currency specific sites which are located on the domain ‘tickets.fiaformulae.com’ and which are operated by Formula E Operations Limited with its registered office at 3 Shortlands, 9th Floor, Hammersmith, London W6 8DA, United Kingdom registered under company number 08412477

“Terms and Conditions” shall mean these Terms together with Formula E’s general terms and conditions (www.fiaformulae.com/tcs), the rules and regulations of the Venue owner and any other applicable terms and conditions brought to the Ticket Holder’s attention prior to either purchase of a Ticket or entry to a Venue.

“Ticket” shall mean evidence of a personal revocable licence from Formula E which allows an individual to attend an Event.

“Ticket Purchase” shall mean the purchase process for Tickets issued by, or on behalf of, Formula E or a Ticketing Provider, either in person or online.

“Ticket Holder” shall mean a Person who is in actual and legitimate possession of a Ticket and, for the avoidance of doubt, includes a Purchaser and any other Person who purchases, holds or uses a Ticket.

“Ticketing Provider” shall mean an authorised ticket seller, appointed by Formula E from time to time to sell and distribute Tickets to the general public within the territory in which the Ticketing Provider has been granted the right to sell Tickets.

“Venue” shall mean those locations at which a Race will be held, where a Ticket will be required for access, and any adjacent areas that are under the control of Formula E.

2. Terms of Purchase

All Tickets are sold and issued subject to these Terms. By purchasing, holding or using a Ticket, you agree as a Ticket Holder that you shall comply with these Terms.

The Site and/ or the Ticketing Providers site should not be used for speculative, false or fraudulent purchase or any purpose that is unlawful or prohibited by these Terms.

The Site is for your personal and non-commercial use. The content and information, including, but not limited to, prices, texts and images, as well as the framework used to offer such content and information belongs to Formula E. Consequently, the content and information on the Site should not be used for any commercial purposes. The Site and its contents shall not be transformed, copied, distributed, transmitted, displayed, performed, reproduced, published, licensed, used to create derivative works, transferred or sold or re-sold (including with respect to any information, software, products or services obtained from it).

The assortment of seats on sale is not binding and may be subject to change without prior notice. The images displayed on site are indicative any views may vary according to occupied space or seating area.

Formula E shall use a Ticketing Provider for the sale of Tickets for each Event and for the sale of any related products, as applicable. In the event a Ticketing Provider is used, these Terms shall apply as if Formula E itself was selling Tickets.

Formula E and the Ticketing Provider reserve the right to limit the number of Ticket Purchases made by a single Person, this includes the right to refuse to sell and/ or cancel Tickets purchased if Formula E or the Ticketing Provider deem the number of Tickets purchased or attempted to be purchased as excessive.

Formula E and the Ticketing Provider shall not be liable for the incorrect entry of any data during the purchase, lost, incomplete or illegible Ticket Purchase submissions, technical malfunctions on the internet or failure of computer hardware or software that may prevent completion of the Ticket Purchase.

Formula E and the Ticketing Provider may, at their sole discretion, refuse Ticket sales and/ or cancel orders from a Person who they genuinely believe will re-sell Tickets. Ticket resales for commercial gain are prohibited under these Terms.

All Tickets are sold subject to availability.

3. Ticket Fee

The price of the Ticket shall be the price set by Formula E or the Ticketing Provider. All prices are in the appointed currency and are inclusive of any applicable taxes. It will be clearly denoted on the Site, if there any additional local taxes, booking fees or collection/ delivery fees.

Formula E, may at its sole discretion, set special Ticket prices, including but not limited to Tickets for children under the age of sixteen (16) and/ or persons over the age of sixty (60) (at the time of the Event), family Tickets and/ or student Tickets. Ticket Holders deemed to be taking advantage of any special Ticket prices may be required on request by any official, steward or employee of Formula E at the Venue to provide proof of his or her age or status with the appropriate photographic identification. Failure to produce such proof, where requested, may result in a Person being refused entry, being asked to leave or being asked to pay the full price for a standard Ticket.

The payment card used to purchase Tickets must be registered in the name and address of the Purchaser. Formula E and the Ticketing Provider reserve the right to refuse Ticket orders that do not comply with this provision. Any and all bank or other charges incurred as a result of monetary transfer or currency conversion will be the sole responsibility of the Purchasers.

The Purchaser assumes financial responsibility for all transactions made under its name or account and must be over eighteen (18) years old in order to purchase a Ticket.

Ticket sales are final. No Ticket changes, cancellations or exchanges will be permitted except as specifically set out in these Terms or as authorised and facilitated by Formula E or the Ticketing Provider from time to time. Once the Ticket Purchase has been completed, the Purchaser will be provided with a confirmation of the sale of Tickets and booking reference number.

4. Delivery

If an E-Ticket is available for an Event, the Purchaser shall receive an order confirmation email with the e-Ticket attached. If the e-Ticket is unavailable at the time of purchase, an email will be sent to the Purchaser confirming the Purchase and advising that the e-Ticket will be sent via separate email, once available.

The barcode on the e-Ticket is used to access an Event. The e-Ticket may be presented either physically or digitally, however, the barcode must be legible. If the barcode is not legible, Formula E reserve the right to deny access to an Event. The e-Ticket must not be reproduced, communicated or re-sold in accordance with these Terms.

If a Mobile Ticket is available for an Event, the Purchaser will receive an order confirmation email together with a link to download the Mobile Ticket into the Purchaser's digital wallet. The Mobile Ticket, with secured barcode is used to access an Event. Unless the Mobile Ticket expressly states otherwise, the Ticket is only valid if presented on a mobile device. If the Mobile Ticket is presented in another manner, Formula E reserve the right to deny access to an Event. The Mobile Ticket must not be reproduced, communicated or re-sold in accordance with these Terms.

Once the Ticket has been received by the Purchaser (in any format) the Purchaser has sole responsibility for the Ticket. Formula E and the Ticketing Provider shall not be responsible for any loss or damage.

The Purchaser should expect to receive their Tickets ten (10) to fourteen (14) days prior to the date of an Event. If Tickets have not been received seven (7) days prior to an Event, it is the sole responsibility of the Purchaser to contact the relevant customer service centre or the website of the Ticketing Provider from whom the Purchase was made.

Tickets for select Events may be available for collection at the Venue. In this instance, an E-Voucher will be emailed to the Purchaser before the Event, to allow the Purchaser collect Tickets at the Venue.

If Tickets are available for collection at an official designated pick up location, only the Purchaser may collect the Tickets and only upon presentation of booking reference or an e-Voucher. Valid photographic identification and the payment card used to make the Purchase, shall also be required. If the payment card used to make the Purchase is due to expire prior to the collection of the Tickets, the Purchaser shall notify Formula E or the Ticketing Provider of any change of card details prior to collection. If the Purchaser for some reason, will be unavailable to collect Tickets, the Purchaser should notify Formula E or the Ticketing Provider in order to make alternative arrangements. The purpose of this security measure is to reduce the risk of credit card fraud.

If postal delivery is an option, Tickets shall be delivered to the shipping address provided by the Purchaser, Tickets will not be delivered to any other address. A signature may be required upon receipt. PO boxes are not an acceptable delivery address. As delivery may occur during business hours, it is the responsibility of the Purchaser to provide an address where someone will be available to sign for delivery.

The Purchaser is responsible for providing an appropriate address. Formula E or the Ticketing Provider cannot be held responsible for any errors made by the Purchaser in providing an address. If for some reason, the Purchaser must change the shipping address, it is the Purchaser's responsibility to do so prior to the scheduled date of delivery. Please note that if the destination country changes, a higher shipping cost may apply. The Purchaser is bound to pay the difference in any shipping costs.

5. Tickets

A valid Ticket shall grant the Ticket Holder a right of entry to the Venue to attend and to occupy a space or seat at an Event. Tickets shall at all times remain the property of Formula E.

Ticket Holders have responsibility for all Tickets in their possession. Removing any part of, altering or defacing a Ticket may result in a Ticket Holder being refused entry to the Venue. Refusal shall be at the sole discretion of Formula E.

Formula E and the Ticketing Provider shall not be held responsible or liable to compensate for lost, stolen, forgotten or damaged Tickets. It may not be possible to issue a duplicate Ticket.

Ticket Holders are responsible for ensuring there are no mistakes on Tickets, which may not be rectified after Purchase. If there are any mistakes, the Ticket Holder must contact either Formula E or a Ticketing Provider without delay.

If a Ticket Holder must leave a Venue for any reason, designated exits points must be used. The Ticket Holder shall be advised at the designated exit points, whether readmission will be granted with their Ticket or if an alternative access device will be required in conjunction with their Ticket, including, but not limited to, stamps or wristbands. Ticket Holders must retain their Ticket throughout the entire duration of an Event as they may be requested to produce Tickets and photographic identification for inspection by Venue officials, stewards, employees of Formula E or

the police. Failure to produce Tickets or photographic identification when requested may result in a Ticket Holder being asked to leave the Venue.

Tickets may be issued subject to Formula E obtaining the necessary licenses and consents. Formula E reserves the right (at its sole discretion) to relocate a ticket seat or space to a comparable location if necessary. If a ticketed space, seat or Ticket cannot be provided, the Purchaser may apply for a refund in accordance with these Terms.

6. Interruptions to Events

Ticket Holders acknowledge that an Event may be delayed, interrupted, rescheduled or postponed. Formula E will use all reasonable efforts to communicate any such delays to Purchasers. Any information relating to delays or interruptions will be posted on the Site as soon as practicable. The Ticket Holder is responsible for checking the Site for updates to dates and times.

If the scheduled start time for an Event is delayed but the Event is completed on the same calendar day, or if an Event commences and is interrupted by is completed on the same day, Purchasers of Tickets for the delayed Event, shall not be eligible for a refund nor Ticket exchange for an alternative Event.

If an Event commences as scheduled, but is interrupted and Formula E determine that the Event was not completed and is rescheduled for a different date, the Ticket Holder may retain the original Ticket for re-admission to the rescheduled Event unless otherwise communicated by Formula E. Ticket Holders in receipt of Tickets for the rescheduled date, with the new date listed on their Ticket shall not be eligible for a refund. Tickets cannot be exchanged for an alternative Event.

Refunds shall be at the sole discretion of Formula E.

7. Event Cancellation

If an Event is cancelled, Formula E will use all reasonable efforts to communicate any such cancellation to Purchasers via the Site as soon as reasonably practicable. The Ticket Holder is responsible for checking the Site for updates on the Event including any potential cancellations. Tickets cannot be exchanged for an alternative Event.

If an Event is cancelled, the Purchaser may apply for a refund. Refunds shall be issued at the sole discretion of Formula E.

If the date of an Event is changed, Formula E will use all reasonable efforts to communicate any such change to the Purchasers via the Site as soon as reasonably practicable. Formula E shall automatically transfer Tickets for the Event to the new date. It is the responsibility of the Purchaser to apply for a refund if they no longer wish to retain the Ticket due to the change in date for the Event. Refunds shall be issued at the sole discretion of Formula E, in any event, no refunds will be issued if an application for a refund is received after the date of the Event (as amended).

If the Venue for an Event is changed, Formula E will use all reasonable efforts to communicate any such change to the Purchasers via the Site as soon as reasonably practicable. Formula E shall automatically transfer Tickets for the Event to the new Venue. It is the responsibility of the Purchaser to apply for a refund if they no longer wish to retain the Ticket due to the change in Venue. Refunds shall be issued at the sole discretion of Formula E, in any event, no refunds will be issued if an application for a refund is received after the date of the Event.

In the event that Formula E is required by law to hold the Event without members of the public in attendance, the Purchaser may apply for a refund. Refunds shall be issued at the sole discretion of Formula E.

8. COVID-19

In light of the COVID-19 pandemic, Formula E is working in collaboration with local authorities at the Venue locations to develop practical measures to ensure that the Events are carried out to the highest possible hygiene and medical standards. The safeguarding of Event attendees and Ticket Holders is Formula E's top priority.

Each Event will have in place a COVID-19 protocol document that outlines the implementation of the guidance of relevant local authorities ("Protocol"). The practical measures described in the Protocol reflect the technologies available at each Venue location and the present situation in each relevant Venue location. Formula E and its partners and advisors are constantly monitoring the COVID-19 developments and the infection rate at each Event location and will continue to adapt the Protocol in order to maintain the highest level of safety possible at each Event location. Formula E will update the Protocol in accordance with the guidance of relevant authorities.

Ticket Holders acknowledge that, whilst all possible safety measures are taken by Formula E in accordance with local government guidelines to minimise the risk of COVID-19 at an Event, Ticket Holders attend the Events at their own risk. Ticket Holders attending an Event agree to comply with the Protocol and any instructions or information request given by Formula E prior to an Event. Formula E reserves the right to deny entry to an Event to any Ticket Holder that is showing symptoms of COVID-19, that does not comply with Protocol, or that behaves in a way that endangers the safety of others.

9. Refund Policy

Refunds shall be issued at the sole discretion of Formula E; however, no refunds will be issued if an application for a refund is received after the date of the Event.

Please note that refunds will never be available on-site. Refunds will be processed by either Formula E or the Ticketing Provider depending on the manner in which the way Tickets were purchased.

If it is agreed that a refund will be issued, the Purchaser must provide either Formula E or the Ticketing Provider with any and all unused Tickets for the Event no later than one (1) calendar month after the day of the Event. Purchasers are responsible

for recovering Tickets to an Event from Ticket Holders and mailing the original Tickets to either Formula E or the Ticketing Provider. Tickets posted to either Formula E or the Ticketing Provider should be sent by tracked post by the Purchaser.

Any refund due in accordance with these Terms shall be made via the payment method used to make the Ticket Purchase or as authorised and facilitated by Formula E or the Ticketing Provider from time to time. Refunds shall be processed as promptly as practicable.

Refunds will only be made to the Purchaser and cannot be made to Ticket Holders. Refunds will be for the face value of the Ticket, there shall be no Ticket exchanges for other Events nor refunds of applicable delivery charges, credit card fees or any other applicable charges.

10. Liability

Ticket Holders acknowledge that motorsports are a dangerous event and in attending accept the risks which may be inherent in attending an Event. The Ticket Holder thereby agrees to discharge Formula E and any of its agents from any and all related liability for personal injuries, health problems or death to the fullest extent permitted by the law.

The Ticket Holder is responsible for his/ her own safety and for the safety of any accompanying people under the age of eighteen (18). The Ticket Holder must comply with Event safety regulations and announcements when attending an Event.

Neither Formula E, the Ticketing Provider, Venue owners, Venue operators or any other Person involved in the organisation of the Event accepts any responsibility for loss, theft, or damage to a Ticket Holder's personal property. In agreeing to these Terms Ticket Holders Release Formula E, the Ticketing Provider, Venue owners and Venue operators from any loss or damage relating to personal property arising from attendance at an Event.

Neither Formula E, the Ticketing Provider, Venue owners, Venue operators or any other Person involved in the organisation of the Event shall have any liability to a Ticket Holder beyond the face value of the Ticket purchased (in addition to the relevant Ticket delivery fee, if Tickets have not yet been dispatched). Neither Formula E, the Ticketing Provider, Venue owners, Venue operators shall be responsible to either the Purchaser or Ticket Holder for any indirect losses or damages, relating to or including, loss of enjoyment, goodwill, profit, travel and/ or accommodation expenses.

11. Personal Data

Formula E does not receive or store personal financial information including credit/debit card numbers and expiry dates. Formula E passes Purchasers to the Ticketing Provider who may use a payment services provider to capture this data and process your transaction via secure server.

While Formula E strives to protect your personal information, no data transmission over the internet can be guaranteed as secure and therefore Formula E can neither ensure nor warrant the security of any information sent to it. Personal information transferred online is done at the Purchasers own risk.

The personal data that Ticketing Holders provide to Formula E and Ticketing Providers will, subject to the applicable laws, be used, processed, stored and transferred by Formula E in accordance with the restrictions of the General Data Protection Regulation (“UK DATA PROTECTION ACT 2018”).

12. Transfer, Re-sale and Use of Tickets

Tickets shall not be purchased or obtained through any Person other than directly from Formula E or the Ticketing Provider. Tickets purchased or obtained through any other Person shall be deemed void and may be seized or cancelled without refund or entry to an Event.

Tickets are strictly non-transferable and must not be sold or advertised for sale whether on the internet, in newspapers or elsewhere. If more than one (1) Ticket is issued to a Purchaser, the Ticket may only be used by the Purchaser and a family member, friend or colleague, someone who is known to the Purchaser personally and who is intended to accompany the Purchaser to an Event. The transfer of a Ticket in this manner will contravene these Terms provided that transfer occurs without payment or benefit in kind, which exceeds face value of the Ticket.

The Purchaser shall provide the name and address and any other identification details, reasonably requested by Formula E, the Venue owner or the police, of those who are intended to accompany them.

Tickets may not be transferred to any Person who pays or agrees to pay for some other goods and services, such as hospitality packages or accommodation, unless authorised to do so by Formula E. Tickets sold or advertised for sale (whether on their own or as part of a package of goods and services) shall be void and may be seized or cancelled without refund or denied entry to an Event. Tickets may not be used for advertising, promotion, auctions, fundraisers or marketing purposes (including, but not limited to, competitions, contests or sweepstakes) without the express written authorisation of Formula E, any tickets used in this manner shall be void and may be seized or cancelled without refund or denied entry to an Event.

13. Void Tickets

Any Ticket obtained in a manner which contravenes these Terms shall be void and all rights conferred or evidenced by such Ticket shall be nullified. Any Person attempting to use a void Ticket to gain access to an Event may be considered a trespasser, removed from the Venue and potentially subject to legal action.

14. Venue Entry

By entering the venue, Ticket Holders consent to be bound by the following conditions of entry. Permission to enter and remain within the Venue

(notwithstanding the possession of any ticket or accreditation) is at the absolute discretion of Formula E.

At the point of entry and whilst inside the Venue, Ticket Holders are required to:

- comply at all times with directions from appointed security or Formula E staff, including compliance with any security searches;
- be responsible for all personal items;
- if a Ticket Holder refuses or rejects a security search, and/ or fails to comply with security rules and notices published by Formula E, or who is deemed to constitute a source of danger, nuisance or annoyance to any other Person, may be refused entry or removed from the Event (and may not be entitled to a refund);
- assume responsibility for any minors under the Ticket Holder's care;

Formula E reserves the right to refuse entry or to remove any Ticket Holder from the Venue, including, but not limited to in the following circumstances:

- no ticket, accreditation, damaged, defaced, forged or copied ticket or accreditation;
- any activity or behavior related to marketing or advertising (including, for the avoidance of doubt, individual or group ambush marketing), sale of goods by unauthorised individuals or unauthorised ticket sales;
- behavior that creates a dangerous environment, puts an individual's safety at risk, is against public order, interferes in any way with the orderly execution of an Event or disrupts the enjoyment of an Event;
- the presence of an individual which would be detrimental to or would compromise the safety and enjoyment of others within the Venue, including disorderly or intoxicated behavior;
- entry to the Venue or specific accredited/ non-public area if unauthorised or illegally obtained;
- Ticket Holders found smoking in the Venue, unless within a dedicated smoking area; and
- failure to provide valid and correct age identification when requested in relation to the sale of alcohol.

Any Ticket Holder found to be in possession of any of the following items, will have items seized, shall be removed from the Venue and may be subject to arrest and/ or prosecution by the relevant authorities:

- weapons, replica weapons or items resembling weapons including, but not limited to, knives, firearms, blunt offensive objects/ batons and those with sharp ends, ammunition, replica ammunition or any item resembling ammunition;
- Helmet;
- glass bottles or other blunt instruments;
- Cans, thermos and spray cans;
- explosives, chemicals or incendiary devices;
- fireworks, flares and firecrackers;
- umbrellas and large flags/ banners;

- skateboards, scooters or other types of skates;
- non-alcoholic beverages in plastic bottles exceeding 500mls, bottles less than 500mls are limited to one (1) per person. There may be a request to taste at point of entry;
- Plastic bottle less than 500ml are allowed without cap
- alcoholic beverages purchased outside the Venue;
- food may be prohibited at certain Venues. Ticket Holders should refer to the dedicated Event website for further information. A rational amount of baby food is permitted, though taste may be required at the point of entry;
- non-consumable liquids in containers greater than 100mls in size;
- animals, with the exception of trained assistance or guide dogs;
- illegal substances including drugs and needles (unless required for valid medical purposes);
- poles, flagpoles, sticks, large photography equipment (tripods) and bats;
- drones or unmanned ariel devices;
- motorcycles, bicycles, roller-skates;
- electronic transmitting equipment or laser pointers;
- large objects such as suitcases or items too large to be electronically screened; and
- any other item or material that Formula E deems too dangerous, used for ambush marketing, safety risk or that any items that may cause injury, damage, distress or disruption to an Event, other attendees and/ or personnel.

The following items may be brought into the Venue but are not permitted for use in certain areas for the safety/ comfort of others:

- strollers are not permitted within grandstands or dedicated seating structures/ viewing platforms. Strollers are subject to a security search as per all other items;
- cameras (there may be certain restrictions in place for photography and recording);
- non-commercial photography is permitted at the Venue provided the photographs are for personal use;
- the use of any recording, data or image taken within the Venue without Formula E's consent for commercial gain, public advertisement, display or other purpose, except for private non-commercial purpose is prohibited, any person who acts in contravention of this term shall assign in writing all copyright and intellectual property rights to Formula E and its assignees; and
- equipment including, but not limited to, CCTV, film cameras and sound recording are present at all Formula E Events. By entering the Venue and attending an Event, Ticket Holders consent to be filmed and recorded by Formula E and for Formula E and its assignees to use the persons image, likeness and any sound recording for any media or other purposes including public transmission, advertising or promotional purposes, without payment or claim to copyright or intellectual property rights. Ticket Holders consent to footage being shared with the police and local authorities where necessary.

15. Image Rights

By purchasing or holding a Ticket and/or by attending the relevant Event, each Ticket Holder (and in the case of a minor, as defined in the relevant jurisdiction, its parent or guardian) hereby:

- consents to the use of any still or moving image(s) taken at the Event (such image(s) to include any image of the Ticket Holder) 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 (as approved by Formula E), by Formula E, its group companies, FIA or any third party approved by Formula E;
- waives its personality rights to the extent necessary to permit such use;
- accepts the terms of the Privacy Policy set out in Clause 11 of these Terms; and
- 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 15(a) above, to give effect to the same.

16. General

Ticket Holders have responsibility for complying with these Terms. Formula E reserves the right to terminate the licence granted by a Ticket, if a Ticket Holder is not of legal age in the relevant territory of an Event, their parents or guardians are responsible for their actions, conduct and compliance with these Terms.

Formula E reserve the right to alter these Terms from time to time. Formula E shall endeavour to notify you of a change to these Terms if they materially impact your consumer rights. These Terms shall not affect a Person's statutory rights.

These Terms are between you and Formula E and cover your attendance at an Event. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

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

Unless otherwise stated in these Terms, you may only transfer your rights or obligations under these Terms to another person, if previously agreed in writing with Formula E.

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.

Each of the provisions of these Terms and Privacy Policy 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 the validity, unenforceability or

legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby. Nothing in these Terms shall in any way limit or avoid Formula E's liability for death or personal injury caused by its negligence.

You will indemnify and hold Formula E, its subsidiaries, affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability caused by your violation of these Terms.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

Hospitality: Terms and conditions

1. 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.

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 accepted. The Client should only consider the requests therein as accepted if they receive confirmation in writing via email.

3. Issuance of the Passes

- 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 Pass Holder.

- Pass Collection

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.

- 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 for all such additional requests, it will be subject to VAT or any other applicable tax.

- 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.

- Cancellation and Event alterations
- 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 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.
- 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
- 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 There will be no exchanges of Passes for another Event.
- 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.
- 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 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.
- If a Session is cancelled, the Pass Holder may apply for a

- 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
- No refunds will be given in the event of cancellation unless otherwise agreed by FORMULA E in its

(i) Deadlines for a confirmation and final payment for each Asset are outlined in the Rules of Engagement. In the event the balance is not paid within due date, all reserved Assets shall be released for sale and the 30% non-refundable deposit shall be retained by Formula E.

- **In case T&P has paid the full amount for Assets and wishes to cancel, Formula E will try to resell the Assets released. If successful, 70% of the value of the Asset will be reimbursed to T&P.**
- FORMULA E may, in its discretion, refuse to accept **Order** Forms, Pass applications and/or cancel Pass orders from anyone it believes plans to offer a Pass for resale otherwise than in accordance with these Terms and
 - 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. Use of Facility

- Alterations to Facility
- Subject to Clause 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.
- 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, 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.

- Unless otherwise agreed in writing between the Client and FORMULA E the Client is fully responsible and liable for transporting all decorating/theming materials and other property belonging to the Guest and for any damage caused within the Facility by such materials or
- The Client is liable for and hereby agrees to indemnify FORMULA E from and against any claim, loss (including without limitation, indirect loss, consequential loss or loss of profit), damage, cost or expense arising from or connected with the transport, installation, erection, display, use, safekeeping, dismantling or removal of such materials and
 - 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.

- Availability of the Facility If in respect of any Event:
- FORMULA E does not build or use the Facility for any reason; or,
- 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 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.

5. No Advertising or Promotions

- Except with FORMULA E's prior written consent or as otherwise provided for in Clause 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.
- 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

6. Restrictions on Use of Names and Logos

- 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
- 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

7. 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.

8. Client Obligations and Acknowledgements

- 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.

- Compliance with directions

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

- 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;
- the conditions of sale attaching to the relevant Event and the conditions of entry displayed at the entrances to that Event; and
- 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
 - Under Legal Age

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

- 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.

- Client Acknowledgements

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

1. 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;
1. the Client, to the fullest extent permitted by law hereby:
2. 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
3. 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

(c) without prejudice to Clause 8.5(e), it is a condition of admission to the relevant Event that each Guest agrees that:

8. 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;
9. 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;

- 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;

1. upon the request of FORMULA E, FEH, FER or FERO, 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;
2. 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;
3. By purchasing or holding a Pass and/or by attending the relevant Event each Guest will be deemed to have:
4. consented to the use by FORMULA E, FER, FEH, FERO, FIA (and by any

third party approved by FORMULA E, FEH, FER or FERO) 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

8. 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 5(e)(i) above, where any such image includes an image of the Guest; and

- 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
1. accepted the terms of the Privacy Policy set out in Clause 21 of these Terms and
 - 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 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.
 - Warning: People with a pacemaker should contact security officials for assistance before approaching any of the electronic
 - Liability for loss or damage to Property

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

- 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
- 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 or the EMOTION Club Parking Area."
 - 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 in to the Facility (or in to any area under the control of FORMULA E) whether before, during or after the relevant Event; and

1. 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
- Passes are not transferable

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

- Right to refuse Entry or remove from the venue
- 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.

- Where a Guest in possession of a valid Pass is refused entry to the Facility under this clause 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.
 - Smoking

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 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.

9. 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.

10. Breach

- 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:

- that Guest shall be deemed to have forfeited its rights but not its obligations under these Terms and Conditions;
- FORMULA E will be free to cancel or re-sell/use any Pass(es) held by the Guest who is in default;
- 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
- the forfeit of any monies pursuant to Clause 1(a) shall not preclude any other rights which FORMULA E may have under these Terms and Conditions.
 - 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.

11. Parking

(a) For any Event, Parking Passes are issued at the discretion of FORMULA

1. FORMULA E reserves the right to restrict and refuse entry to the Parking Area to any person not holding a Parking Pass. Parking Passes do not permit the parking of motor homes or caravans in the Parking Area. Motorbikes also require a Parking Pass. Parking Area will be open from 06h00 to 19h00 during the Event day unless otherwise determined by FORMULA E. Parking Passes are issued at the discretion of FORMULA E on such conditions as FORMULA E may determine from time to time.

12. Dress/Etiquette/No Pets

Smart casual attire is recommended to all Guests. Any Guest wearing jogging suits or beach wear, including any person under 18 years old, will be refused entry to the Facility. FORMULA E reserves the right to refuse or restrict entry to the Facility, and may request the departure from the Facility of any person not complying with these Terms and Conditions. The Client is responsible for the good behaviour of each Guest. Animals are not permitted within the Facility.

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

- 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).
- 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
- 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

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

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, **FERO** and the promoter of the relevant Event may enforce the terms of Clauses 6.1, 6.2, 8.2 and 8.5 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

- 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
- Authorised Sellers are independent entities and are not agents of FORMULA E and have no authority to bind or commit FORMULA E or otherwise act on FORMULA E's behalf 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

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

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;

“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 contractors), lockout, fire, satellite or other communications links, abnormally inclement climate conditions, collapse of buildings, fire, explosion or accident, flood, lightening, 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;

“FEH” means Formula E Holdings Limited, “FERO” means Formula E Race Operations Limited, “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;

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

“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 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);

“Terms and Conditions” means these standard terms and conditions; “Pass” 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; “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.

“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.