Grand Prix Tickets GmbH - referred to hereinbelow as GPT – is a company based in Austria/Germany that procures tickets for motorsport events worldwide. GPT is not the promoter of events on offer. As regards the event booked, the exclusive contract that will come about for this transaction will be a contract between the customer (ticket holder) and the respective promoter. By using the admission ticket, the user automatically accepts the promoter's General Terms and Conditions. GPT does not assume any liability in connection with the attendance of the event.

For all contracts and all orders placed with us, the following Terms and Conditions apply exclusively.

#### **General Terms & Conditions**

#### 1. Conclusion of the Contract

The customer's offer to conclude a contract takes place by correctly submitting and sending the order to GPT via email, fax, our webshop or by post. The customer will receive a confirmation email from the webshop, which solely informs the customer that the order has been received. The confirmation of receipt does not indicate anything about the availability of the ordered tickets. Only after receiving the invoice from GPT, the contract is concluded between the customer and GPT.

In case a particular category of tickets is sold out, the customer accepts that GPT provides tickets of a similar category. The contract is concluded for the alternative ticket category then.

Requests regarding specific rows or seats in a category will be considered if possible, but cannot be accepted as a term of the contract.

## 1. Right to withdraw from the contract:

As the purchased goods are related to a recreational service, the customer has no right to withdraw from the contract. (EU Distance Selling Directive) Each order of tickets is binding after confirmation by GPT and obliges the customer to accept and pay for the tickets. Accordingly, the customer does not have the right to return or exchange tickets.

### 1. Payment Types:

We accept the following methods of payment: advance payment (bank transfer) or credit card. Credit card payments are processed via PCI DSS- <u>certified</u> Service Provider.

## 1. Terms of payment:

All tickets have to be paid immediately, at latest within the payment deadline shown on the invoice without any deduction. We reserve the right to cancel invoices or vouchers at customer's expense and to resell tickets if a payment is not made within the conditions mentioned above.

## 1. Shipping/Collection:

All paid tickets (apart from Formula One Paddock Club™ Tickets and MotoGP VIP Village™ Tickets) are dispatched at latest 2 weeks before the event at the customer's risk according to the mode of shipment selected by the customer. Shipping methods may vary depending on the motorsport event, although GPT reserves the right to offer only one shipping method. In this case tickets will be posted by registered mail or courier service. In exceptional cases or for short-term orders, GPT reserves the right to make the tickets available for collection at the event venue box office. The customer will be notified about where and when to collect tickets if this is the case.

For security reasons, Formula One Paddock™ Club Tickets and MotoGP Village Tickets will be posted only 1 week before the respective Formula One race by courier service.

Customers, especially when tickets are collected on site, must check tickets immediately upon receipt as later complaints cannot be accepted.

# 1. Loss/ Damage:

Refunds for stolen, lost or damaged tickets are not provided.

## **VII. Event Cancellation/ Reimbursement:**

GPT is only a ticket agent and not liable for the reimbursement of admission charges. Should an event be cancelled, GPT will make every effort to arrange a refund by the promoter.

#### **VIII. Data Privacy**

The customer accepts that her/his electronically submitted data will be electronically processed for the purpose of concluding the contract. If the client does not object to the transmission of information, we will use the data which was given to us to send motorsport advertising to the customer. In particular, the customer is free at any time to revoke that further newsletters are sent to her/him by sending an e-mail to following e-mail: office @gpt.at

#### IX. Miscellaneous

All other agreements or amendments to our terms and conditions require our written confirmation. Regress claims within the meaning of the PHG are excluded unless the claimant can prove that the error has been caused in the sphere of GPT and at least can be blamed on gross negligence. The ineffectiveness or invalidity of individual regulations does not affect the validity of other agreements of these terms and conditions.

X. Place of Jurisdiction/ Applicable Law

**Event does not take place in Germany**: Leoben/Austria. Austrian law applies under the exclusion of the international principles on conflicts of law and the UN Convention on Contracts for the International Sale of Goods (CISG)

**Event takes place in Germany**: Wiesbaden/Germany. German law applies under the exclusion of the international principles on conflicts of law and the UN Convention on Contracts for the International Sale of Goods (CISG)