

## **GTC**

General Terms and Conditions (GTC) for corporate clients of Hockenheim-Ring GmbH (events, driving events companies and VIP hospitality)

### **PREFACE**

These GTCs apply to customers (hereinafter: Customers) of events at the Hockenheimring by Hockenheim-Ring GmbH and with the assistance of a variety of providers that belong to the group of companies of the Hockenheimring. In corresponding points of these GTCs, the conditions of these providers will be highlighted, even if "Hockenheimring" refers to all providers in these GTCs (hereinafter: Hockenheimring). All contracts with Hockenheim-Ring GmbH (and its companies) shall be subject exclusively to the following GTCs. Other conditions are not part of the contract, even if Hockenheim-Ring GmbH (or its subsidiaries) does not expressly contradict them.

### **1. SCOPE**

1.1. These GTCs govern contracts for the rental use of banquet and meeting rooms, other facilities and open spaces on the site of Hockenheimring for conducting events of all kinds as well as for all other related services and supplies of Hockenheimring and for the VIP service packages, which include the tickets, catering and related services in the VIP areas. This particularly applies to Hotel und Gastronomie GmbH (for catering and overnight stays) at Hockenheimring.

1.2. The subletting or re-letting of the rooms, hotel rooms, open spaces, racetrack, etc. requires the prior written consent of Hockenheimring, whereby Section 540 para. 1 sentence 2 BGB [German Civil Code] will be waived if the customer is not a consumer.

1.3. Deviating provisions which are not included in the general GTCs of the Customer do not apply, unless they are expressly recognised by Hockenheimring in writing.

### **2. CONCLUSION OF THE CONTRACT**

2.1. The event contract (hereinafter referred to as the "Contract") is concluded by means of the buyer's/Customer's written acceptance of the offer by Hockenheimring. In the VIP service packages, which include the tickets, catering and related services in the VIP areas, the offers by Hockenheimring are non-binding. The Customer is bound to its order. Orders, commissions, etc. of the customer, regardless of whether agreed in writing, verbally, by telephone, etc. are binding unless Hockenheimring does not state that it does not accept the order/commission. 2.2. If a customer has placed an order on behalf of a third party, Hockenheimring shall be liable, together with the Customer, as a joint debtor for all obligations arising from the event Contract. The party placing the order is obliged to pass along to the third party all booking-related information, particularly these GTCs. 2.3. The Customer is obligated, without having to be requested,

to inform Hockenheimring, at the latest upon concluding the Contract, as to whether the event is likely to endanger the smooth running of business operations, safety or reputation of Hockenheimring with regard to the public.

### **3. LIABILITY OF HOCKENHEIMRING**

3.1. Hockenheimring is liable, according to the diligence of a prudent businessperson, for its obligations under the contract. Customer claims for damages are excluded. This excludes damages resulting from injury to life, limb or health in cases in which Hockenheimring is responsible for the breach of duty, other damages that are based on an intentional or grossly negligent breach of duty by Hockenheimring, as well as damage involving an intentional or negligent breach of typical contractual obligations of Hockenheimring. The Customer moreover accepts that both the State of Baden-Württemberg as well as the district of Rhein-Neckar, the city of Hockenheim and the local government associations shall be exempt from any compensation claims. 3.2. The liability by Hockenheimring is limited for each claim in detail and all claims related to the contractual services through a third party liability insurance to a maximum lump sum amounting to EUR 1,000,000.00 for damage to property and a maximum of EUR 51,000.00 for financial losses. The limitation and exclusions of liability may not apply if the other damage results from an intentional or grossly negligent breach of duty by Hockenheimring, its legal representatives or its executives. 3.3. Except in the cases of a liability for a defect after the acceptance of a guarantee for the quality of an object or work, in the case of fraudulently concealed defects or in the case of personal injury, the previously mentioned liability limitations for all claims for damages apply, irrespective of their legal grounds, including claims resulting from tort. The foregoing limitations of liability shall also apply in cases of any claims for damages of either party towards employees or agents of Hockenheimring. 3.4. Should disruptions or defects occur in the performance by Hockenheimring, Hockenheimring will seek to remedy these once they are aware or upon immediate complaint by the Customers. The customer is obligated to make reasonable efforts to limit the disruption and any possible damage as much as possible. The customer is furthermore obliged to warn Hockenheimring in a timely fashion regarding any possibility of an unusually high degree of damage occurring. 3.5. If the customer is provided with a parking space on the premises of Hockenheimring, even if in exchange for a fee, this shall not constitute a safekeeping contract. An obligation by Hockenheimring to provide the service of monitoring does not exist. Hockenheimring is not liable in cases of loss of or damage to the premises of Hockenheimring regarding parked or manoeuvred vehicles or their contents, except in the case of wilful misconduct or gross negligence. 3.6. Participants in safe-driving programmes of service providers of the Hockenheimring group take part at their own risk. They waive any claims against Hockenheimring and their agents with respect to personal injury and damage suffered by the participants in the context of these programmes. This disclaimer also applies in favour of the authorities and other individuals who are connected with the organisation of these events. The above disclaimer does not apply if the damage of the participants has been caused intentionally or through gross negligence by Hockenheimring or by any individual who might benefit from the disclaimer. 3.7. Hockenheimring would like to emphasise that the participants of such safe-driving programmes have to apply the utmost discipline in the process. During the entire duration of the programme, the representatives of

Hockenheimring are authorised to give instructions to the participants. To prevent the endangerment of others, all participants are prohibited for the duration of the programme – and depending on the programme – from overtaking other drivers. Exceptions in individual programme components shall be governed by the express directions of the instructor at Hockenheimring who is responsible for the exercise. Participants are only permitted to stay in the security areas which are expressly described by the instructor. Throughout the duration of all of the programmes, there is a total ban on alcohol (0.0 %). Further claims of the Customer and/or of the participants are excluded.

#### **4. LIABILITY OF THE CUSTOMER**

4.1. The customer shall be liable for all damages to buildings or inventory caused by the event participants or visitors, employees, other third parties from the Customer's area the Customer themselves itself or their legal representatives. 4.2. Hockenheimring may require the Customer to provide reasonable security (e.g. insurance, deposits, guarantees) for the sake of hedging any possible damage.

#### **5. LIMITATION PERIOD**

5.1. All claims against Hockenheimring are subject to a limitation period of one year as of the beginning of the statutory limitation period. Claims for damages brought by Hockenheimring against the Customer shall expire after five years.

#### **6. SERVICES, PRICES, PAYMENT, OFFSETTING**

6.1. All prices are in euro and are net prices. The legally applicable VAT must always be reported. Payment options are cash, cheque or bank transfer. Credit cards are not accepted. The Customer is obligated to pay the agreed or customary price of Hockenheimring for services ordered for and further used by it. This also applies to services prompted by the Customer and expenses of Hockenheimring in relation to third parties, particularly also for claims of copyright exploitation companies. 6.2. If there are more than four months between the conclusion of the Contract and the event and if the legally applicable VAT changes, the prices may be adjusted accordingly. 6.3. If there are more than four months between the conclusion of the Contract and the event and if the price generally charged by Hockenheimring for such services increases, the contractually agreed price may be increased respectively after previous notice, although not more than by 10%. 6.4. Invoices by Hockenheimring without a due date are to be paid within 10 days as of receipt of the invoice without deduction. Invoices for VIP service packages that include tickets, catering and related services are immediately due for net payment from the invoice date and without any deduction. Hockenheimring is entitled to demand the immediate payment of accrued amounts at any time. In the case of default, Hockenheimring shall be entitled to demand the respectively applicable statutory default interest. Hockenheimring is entitled to prove a higher cost of damage. 6.5. Hockenheimring is entitled to demand a reasonable advance payment at any time. Unless stated otherwise by contract, the following applies: in the case of events

(especially the use of rooms or areas as well as catering) which have a total value of EUR 5,000.00 or more, the Customer must provide a prepayment of 50% of the gross amount 14 days before the event. For driving programme and route rental events, the deadline commitment by Hockenheimring shall only be valid upon determination of a down payment. The payment for these programme items shall be EUR 5,000.00 (net) for one-day events, EUR 10,000.00 (net) for two-day events, etc. The Customer only has a right to the services which it has booked in the case of punctual payment. It has been expressly indicated that an invoice for this payment will not be issued. 6.6. If, upon request by the Customer, Hockenheimring provides spaces, areas, technical equipment or other equipment beyond the original agreement or performs additional deliveries or services, the additional costs shall be charged to the Customer. 6.7. The costs stated in the Contract are based on information provided by the Customer and/or are estimated by means of comparable event phases. Unless special arrangements for certain services such as lump-sum payments have been agreed, the final invoicing shall occur after the event has been held and in accordance with the effective services provided. The separate billing of telephone, electricity, garbage and water according to consumption remains reserved, unless otherwise agreed. 6.8. In any case, at the time of the event, the current price lists of the participating providers of the Hockenheimring group shall apply. 6.9. The Customer can only offset or reduce an undisputed or legally binding claim against a claim by Hockenheimring.

## **7. CANCELLATION BY THE CUSTOMER (RESCISSION, REVERSAL)**

7.1. A no-cost withdrawal of the Customer from the Contract concluded with Hockenheimring requires the written consent of Hockenheimring. If this does not occur, then in any case the following conditions of Hockenheimring's own providers as well as services provided by third parties are also to be paid if the Customer does not make use of contractual services and a further rental is no longer possible. This does not apply to the infringement of Hockenheimring's obligation to consider the rights, objects of legal protection and interests of the Customer if this is no longer reasonable to this party by maintaining the Contract or if another statutory or contractual right to cancellation exists. 7.2. Cancellation conditions for driving programmes, route rental and other offers by Hockenheimring (\*reference is made here to the offer price of the service provider): up to 29 days before the event, 25% of the price\*

22-28 days before the event, 50% of the price\* 01-21 days before the event, 100% of the price\* 7.3. Cancellation conditions for hotel and catering services, such as catering, room rental, hotel rooms, etc. (\*in this case, reference is made to the offer price of the service provider): 0 to 7 days before the event, 100% of the price\* 8 to 14 days before the event, 75% of the price\* 15 to 21 days before the event, 50% of the price\* 22 to 28 days prior to the event, 25% of the price\*

up to 29 days before the event, free of charge 7.4. Cancellation conditions for VIP service packages: When buying VIP service packages, no cancellation or return is possible. Orders cannot be terminated without good cause – this requires the consent of Hockenheimring. Approval by Hockenheimring can be provided out of goodwill – although cancellation fees will apply in such a situation. 7.5. The Customer's right of withdrawal shall expire if the Customer does not exercise its right of withdrawal in

writing to Hockenheimring by the agreed date. 7.6. The calculation of the food and beverage revenue is based on the following formula: menu/buffet price of the event plus beverages multiplied by the number of participants. If a price has not yet been agreed upon for the menu/buffet, the cheapest 3 course menu/buffet of the respective valid event offer shall be used. Drinks are charged at a third of the menu/buffet price. If a conference package has been agreed upon, the conditions mentioned in 7.3 shall apply. 7.7. The deduction of saved expenses is taken into account by the conditions mentioned in Section 7. The Customer is free to prove that the claim mentioned above was either not caused at all or not at the demanded amount.

## **8. CANCELLATION BY HOCKENHEIMRING**

8.1. If a no-cost right of withdrawal by the Customer has been agreed in writing within a specified period, Hockenheimring is entitled to rescind the contract during this period if there are inquiries from other customers regarding the contractually reserved facilities, and if the Customer does not waive its right of cancellation after Hockenheimring has inquired with regard thereto. 8.2. If a prepayment which is required in Section 6.5. is not provided, Hockenheimring is also entitled to rescind the contract. 8.3. Hockenheimring is furthermore entitled to rescind the contract for justifiable cause, such as if: force majeure or another event for which Hockenheimring is not responsible makes the performance of the contract impossible;

events are booked due to misleading or false information regarding material facts, such as the Customer or purpose; Hockenheimring has reasonable grounds for suspecting that the event might jeopardise the smooth running operation, safety or reputation of Hockenheimring with regard to the public, without this being attributable to the management or organisational area of Hockenheimring; there is a breach of Section 1.2;

the operation of Hockenheimring requires it, such as due to reasons related to (re)construction, unforeseen delayed installation/dismantling of major events, etc. 8.4. In the case of justified cancellation by Hockenheimring, the Customer is not entitled to any damages. If, in the event of cancellation pursuant to the clauses of Sections 8.2. and 8.3., a claim for damages on the part of Hockenheimring against the Customer exists, Hockenheimring can demand a lump sum payment.

## **9. CHANGES TO THE NUMBER OF PARTICIPANTS AND TIME OF THE EVENT**

9.1. Upon placing the order, the Customer is obligated to inform Hockenheimring of the specific number of expected participants. The final number of participants must be communicated to Hockenheimring in writing no later than 10 days before the event, thereby simultaneously representing the minimum calculation basis; otherwise, the number of participants stipulated in the Contract shall apply (except for the driving programmes for corporate clients, regarding which separate contractual arrangements are to be concluded). 9.2. In the case of a change, the actual number of participants shall be rounded upwards. 9.3. In the case of deviations of more than 10%, Hockenheimring shall be entitled to re-determine the agreed prices and to switch the confirmed rooms,

unless this is unreasonable for the Customer. 9.4. If the agreed start and end times of the event are changed and if Hockenheimring agrees to these changes, Hockenheimring can reasonably charge for the additional flexibility, unless Hockenheimring is at fault in this regard.

## **10. BRINGING OF FOOD AND BEVERAGES**

10.1. The catering and management at Hockenheimring Baden-Württemberg shall be performed by the Hockenheim-Ring Hotel- und Gastronomie GmbH (catering right). The Customer must comply with the observance of the delivery rights of Hockenheim-Ring GmbH (meat, beer, soft drinks, ice cream, cigarettes, etc.). 10.2. In exceptional cases, the Customer may bring food and beverages to events but only after written agreement by Hockenheimring. In these cases, an amount to cover the overhead costs shall be charged. 10.3. Catering enquiries should be made no later than 10 working days prior to the date of the event at Hockenheimring. Enquiries that are received any later than this cannot be considered. This does not exempt the organiser from paying a contribution margin ("corkage fee").

## **11. TECHNICAL FACILITIES AND CONNECTIONS, PERFORMANCE**

11.1. If Hockenheimring procures technical and other equipment from third parties for the Customer on its own initiative, it acts in the name of, with the authority of and on behalf of the Customer. The Customer is liable for careful handling and proper return of such equipment. It indemnifies Hockenheimring from all third party claims arising from the provision of these facilities and equipment. 11.2. The Customer's use of its own electrical equipment and devices using the electricity network of Hockenheimring requires the latter's prior written consent. Any problems and damage to the technical equipment of Hockenheimring which result from the use of said equipment and devices shall be borne by the Customer, as long as Hockenheimring is not at fault in this regard. Hockenheimring is entitled to calculate and charge a flat-rate fee for the electricity costs arising from such use. 11.3. The Customer is entitled to use its own telephone, fax and data transmission equipment upon approval by Hockenheimring. Hockenheimring is entitled to charge a connection fee for this purpose. 11.4. Malfunctions occurring with the technical and other facilities provided by Hockenheimring are to be remedied immediately whenever possible. Payments cannot be withheld or reduced if Hockenheimring is not responsible for said malfunctions. 11.5. The Customer is required to obtain any official authorisations, at its own expense, which may be necessary for the realisation of the event unless Hockenheimring offers to procure such authorisation. In any case, the Customer is responsible for compliance with those authorisations, as well as with any other provisions related to public law associated with the event. 11.6. The Customer has sole responsibility for handling the formalities and settlements with the competent institutions (e.g. GEMA) as might be necessary in the context of self-arranged musical performances and sound. 11.7. The Customer may only use the name and trademark of Hockenheimring in the context of advertising its event after prior agreement with Hockenheimring.

## **12. ITEMS BROUGHT BY THE CUSTOMER**

12.1. Objects brought for exhibit as well as other items, including personal items, are located in the event rooms or on the premises of Hockenheimring are put there at the customer's risk. Hockenheimring does not accept any liability for loss, destruction or damage, not even for monetary damages, except in cases of gross negligence or intent by Hockenheimring. 12.2. Decorations brought in by the Customer must comply with the fire regulations. Hockenheimring is entitled to demand official proof of said compliance. Because of possible damage, the hanging and attachment of objects must be coordinated with Hockenheimring in advance. 12.3. The objects brought in by the Customer for exhibition and other purposes are to be removed immediately after the event. Hockenheimring may, at the expense of the Customer, remove and store any objects left behind. If the removal thereof is associated with a disproportionate cost, Hockenheimring can leave the items in the event room or event space and charge the respective room or stand rental for the duration of the storage of the objects there. The Customer retains the right to prove lower damages were incurred, and Hockenheimring retains the right to prove higher damages were incurred. 12.4. Packaging materials (cardboard, boxes, plastic, etc.) which are used by the Customer or a third party in connection with the delivery for the event must be disposed of before or after the event by the customer. If the customer leaves packaging material behind at Hockenheimring, Hockenheimring shall be entitled to dispose of said material at the expense of the Customer. 12.5. Hanging, placing, etc. of promotional material on the site of Hockenheimring shall always require the written consent of Hockenheimring. In special cases, Hockenheimring is entitled to charge a fee to the Customer for displaying such advertising materials.

## **13. ARRIVAL AT AND DEPARTURE FROM THE HOTEL MOTODROM AT THE HOCKENHEIMRING**

13.1. The Customer is not entitled to be provided with specific rooms at the hotel of the Hockenheimring (hereinafter "Hotel") unless the Hotel has confirmed the provision of certain rooms in writing. 13.2. Booked hotel rooms shall be available to the Customer as of 3:00 p.m. on the agreed day of arrival. The Customer shall not have any right to earlier availability unless it has agreed this in writing with the Hotel. 13.3. Booked hotel rooms are to be claimed by the Customer or the concerned event participants by 6:00 p.m. on the agreed day of arrival. If a later arrival time has not been expressly agreed, the Hotel reserves the right to allocate booked hotel rooms to other patrons after 6:00 p.m. without the Customer being entitled to claim any compensation as a result. The Hotel is entitled to a right of withdrawal in this regard. 13.4. On the agreed day of departure, the hotel rooms are to be vacated by 12:00 p.m. (noon) at the latest. In the case of a room being vacated late, the Hotel is entitled to charge the daily room rate for any damage incurred to it thereby for the additional use of the hotel room until 6:00 p.m.; from 6:00 p.m. onwards, 100% of the full accommodation price can be charged. The guest is at liberty to prove to the Hotel that the Hotel has not incurred any damages or that any damages were far less than those charged.

## **14. PROVISIONS IN THE CASE OF RENTING THE RACE TRACK OR FOR DRIVING PROGRAMMES**

14.1. When renting the race track, the Customer will be charged a minimum of 9 rental hours per day. If the event extends beyond the agreed rental period, each additional initiated half hour shall be charged as a full half hour. Interruptions to the rental period – such as for a lunch break – will not be credited. 14.2. The operating programme and the acoustic insulation policy of Hockenheimring are part of these provisions. The Customer accepts and agrees to comply with the operating programme and the acoustic insulation policy of Hockenheimring. 14.3. When registering and booking its event, the Customer must perform a binding sound classification of its event (incl. event times) and is obliged to comply with the sound values of the specified sound class as well as with the event times. 14.4. If points 14.2. and 14.3 are violated, Hockenheimring may charge the Customer a contractual penalty in the amount of EUR 5,000.00 per event. 14.5. Before the beginning and at the end of the event, the Customer has to remove the rented equipment with a representative of Hockenheimring. Between these two inspection trips, the Customer bears the full responsibility for all incidents on the race track. Hockenheimring shall not assume any liability during this time. 14.6. The Customer agrees that no unauthorised parties shall have access to the start area, finish area, pit area or racetrack. Sufficient monitoring personnel are to be posted at the entrance gates. 14.7. The Customer is responsible for ensuring that waste oil is only poured into the designated oil containers and that the speed limit of 30 km/h is not exceeded on the site of Hockenheimring and outside of the race track. 14.8. The Customer is obliged to take out event and participant liability insurance with the following minimum amounts of coverage:

- €3,000,000.00 lump sum for personal injury, property damage and pecuniary loss. The settlement of claims with insurance companies or with event participants is the Customer's responsibility.

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14.9. With regard to safety requirements and the ring organisation as well as all points related to the implementation of a driving programme and the resulting costs, separate and detailed "event conditions of Hockenheimring Baden-Württemberg", which become part of the contract between the Customer and Hockenheimring upon closing the contract, shall apply. These special conditions can be requested on demand at the "Circuit Rental" section of Hockenheimring. 14.10. Photography and film recording during rental of the track must be indicated in an application specifying the intended purpose of the material and submitted to Hockenheim-Ring GmbH no later than three working days before the track booking date/track usage, and are subject to authorisation by Hockenheim-Ring GmbH. If the photographic and film material generated during rental of the track is produced and used for promotional, commercial or business purposes (e.g. product marketing), its use is subject to a charge and requires the prior review and approval of the material by Hockenheim-Ring GmbH. The brand names, advertising facilities and designations of buildings, tracks and track sections in place at the time of the photography or film recording must not subsequently be edited, modified, removed or covered with new displays by advertising partners. The introduction of new advertising partners is subject to approval by Hockenheim-Ring GmbH. 14.11. The use of the airspace above the racetrack during the event is not permitted. In individual cases and in compliance with regulatory requirements, a mandatory written authorisation may be granted by Hockenheim-Ring

GmbH. In particular, it should be noted that the ascent of any unmanned aviation equipment with or without an internal combustion engine of any total mass for the purposes of aerial photography is always subject to the prior granting of a permit for ascent pursuant to Section 16(1)(7) of the German Aviation Regulations (Luftverkehrsordnung, LuftVO), and that the ascent of unmanned aircraft (drones/microcopters) during motorsports events is prohibited by DMSB's Event Regulations for Automobile and Motorcycle Racing. 14.12. Any scan of the road surface, regardless of the method of measurement or its resolution, in connection with the virtual or real reconstruction of this road surface or its profile, is subject to authorisation by Hockenheim-Ring GmbH. Any potential authorisation in this regard on the part of Hockenheim-Ring GmbH does not imply the right to pass such data on to third parties. 14.13. All the provisions listed in point 14 shall be fulfilled directly during the driving programmes for corporate clients of Hockenheim-Ring GmbH.

## **15. DELIVERY OF THE VIP SERVICE PACKAGES AND/OR VIP TICKET**

15.1. The sending of VIP service packages and/or VIP tickets shall occur exclusively after payment of the bill, unless other arrangements have been reached in written form. The order will be shipped by registered mail. For this purpose, a shipping fee of EUR 15.00 (EUR 20.00 abroad) will be charged. The order will be shipped at the risk of the recipient. No refund or replacement will be possible if the tickets are lost.

## **16. WARRANTY AND DAMAGES FOR VIP PERFORMANCE PACKAGES AND/OR VIP TICKETS**

16.1. Any complaints made by the Customer have to be submitted in writing and justified within three days of performance. In the case of a justified and timely complaint, the Customer is only entitled to an improvement in the performance. In the case of a justifiable complaint, the deficiencies shall be remedied within a reasonable period, whereby the principal shall ensure all the necessary measures are taken which the contractor might need in order to perform the investigative and corrective measures. 16.2. Damage claims by the Customer, particularly those due to default, impossibility of performance, positive breach, negligence in contracting, defective or incomplete performance, consequential damages or tort are excluded, unless they are based on intent or gross negligence.

## **17. LIABILITY REGARDING THE DRIVING PROGRAMMES FOR CORPORATE CLIENTS**

17.1. The deductible amount for accident damage to the vehicles used on the race track can amount to up to EUR 2,000.00 per vehicle. For accidental damage to street-legal vehicles, the deductible amount is EUR 850.00. For special vehicles, reference might be made to a higher deductible amount in the offer/contract. In the case of grossly negligent conduct by the participant, damages are to be borne in full. In all cases, no claims for compensation can be brought against the other party (e.g. against other participants or the event organiser).

## **18. FINAL PROVISIONS**

18.1. Changes or additions to the contract, to the acceptance proposal or to these terms and conditions must be made in writing. Unilateral changes or additions by the Customer shall be invalid. 18.2. The place of performance and payment shall be the place of business of Hockenheimring. 18.3. The exclusive place of jurisdiction shall be Mannheim, Germany. If a Customer has no general jurisdiction in Germany, the place of jurisdiction shall be that of Hockenheimring. Hockenheimring is also entitled, however, to file complaints and other legal proceedings at the general jurisdiction of the Customer. 18.4. The law of the Federal Republic of Germany shall apply. The application of the CISG and the conflict of laws is excluded. 18.5. If any provision of these GTCs is ineffective or invalid, the validity of the remaining provisions shall not be affected thereby. In addition, the statutory provisions apply. 18.6. By signing the Contract, the Customer recognises the house rules of the deployed performance providers of the Hockenheimring group. 18.7. Conflicting GTCs are not part of the Contract.

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## **GENERAL TICKET TERMS AND CONDITIONS (GTTC)**

### **PREFACE**

The purchase and use of entrance tickets (also referred to hereafter as “Tickets”) to events of Hockenheim-Ring GmbH as well as access to the stands are subject to the following General Ticket Terms and Conditions (“GTTC”) and the Rules for Spectators of Hockenheim-Ring GmbH, which are expressly included in these GTTCs. By purchasing or using a ticket, the respective purchaser or owner accepts these GTTCs. Other conditions are not part of the Contract, even if Hockenheim-Ring GmbH does not explicitly object thereto.

### **1. TICKET ORDERS**

Tickets for the events organised by Hockenheim-Ring GmbH are always to be ordered exclusively through Hockenheim-Ring GmbH or its authorised ticket agencies. By sending the order documents in whatever manner (by post, fax, email, online download), the Customer does not receive a contract offer, but merely an invitation to make his own offer (order). The Customer is not entitled to a claim regarding the acceptance of the offer. Hockenheim-Ring GmbH may reject the Contract offer. After ordering tickets, the Customer will receive an offer from Hockenheim-Ring GmbH (invoice). The Contract enters into force upon payment of the invoice.

### **2. PAYMENT TERMS**

The invoice amount is to be paid within the payment period. If payment does not occur within the time limit, Hockenheim-Ring GmbH is entitled to block or otherwise sell the appropriate spaces. The assertion of claims for damages is expressly reserved for this case. Different provisions can be established for the ticket agencies authorised by Hockenheim-Ring GmbH.

### **3. TICKET DELIVERY**

The ordered tickets will only be shipped once payment has been received within the prescribed time limit. The tickets are shipped at the expense and risk of the Customer, unless there is gross negligence or intent on the part of Hockenheim-Ring GmbH or persons authorised by it. The means of transport are selected by Hockenheim-Ring GmbH.

### **4. COMPLAINTS**

.Upon receiving the tickets, the buyer is obliged to check them with regard to their accuracy in terms of the event, date, ticket number and price. Any complaint regarding incorrect tickets must, due to the time constraints of the event business, be presented in writing immediately (within three working days) after receipt of the tickets by the customer in writing via email, fax or post to the contact addresses given in clause 9. The postmark or the transmission protocol of the email shall be decisive regarding adherence to the complaint deadline. No rights exist regarding the return of the tickets after expiry of the deadline for complaints.

### **5. TICKET RETURN/REIMBURSEMENT**

There is categorically no right to return the tickets. For services in the field of leisure activities with a fixed time of performance, particularly regarding the sale of tickets for events, no distance selling transaction pursuant to Section 312 b para. 3 Item 6 BGB is provided, so no right of cancellation or return exists. If the time of an event is changed, particularly if an event has not yet been definitively scheduled at the time of ordering the tickets, there is no entitlement to a refund of the admission price. If a running event is cancelled and will not be repeated, there is likewise no right to a refund of the admission price. This does not apply if Hockenheim-Ring GmbH is at fault for the interruption. If an event is repeated, the tickets shall continue to be valid in any case. They should therefore be kept. If an event is cancelled, the entrance fee shall be refunded to the ticket holder upon return of the original tickets at the box office where he had purchased a ticket. Refund shipping or handling fees will not be reimbursed.

### **6. TRANSFER OF TICKETS**

It is prohibited for the ticket holder a) to sell tickets industrially and/or commercially without the express prior written consent of Hockenheim-Ring GmbH; b) to sell the

tickets in the context of a private transfer at a higher price than that which is indicated on the ticket; c) to transfer tickets to persons to whom a ban has been issued; d) to transfer or use tickets for purposes of advertising, marketing, as a bonus, promotional gift, prize, or as part of an unauthorised hospitality or travel package without the express prior written consent of Hockenheim-Ring GmbH. If a ticket is used for the aforementioned unlawful purposes or if the ticket holder violates these GTTCs in any other way, the ticket shall be invalid. Hockenheim-Ring GmbH shall be entitled in this case to block the space and to refuse the owner of the tickets to have access to the stands. In addition, Hockenheim-Ring GmbH reserves the right to prevent persons who violate these prohibitions from acquiring tickets in the future, to pronounce a ban against them and/or to initiate further civil and/or criminal sanctions against them.

## **7. PROVISION REGARDING SPECTATORS**

- Every spectator has to be in possession of a valid ticket; this only entitles the respective spectator to have access to the area which is stated on the ticket. Entry to the event premises without a valid ticket will be reported.
- If you temporarily leave your seat in the audience, you have to acquire an exit ticket at the checkpoints. Only original entrance tickets together with exit tickets entitle re-entry to the audience space. Please show these voluntarily at the checkpoints. Lost or stolen tickets will not be replaced, so please keep your tickets in a safe place.
- Please keep the access and departure areas to the stands free; if you need help, also try to ensure that the medical service can reach you without any hindrance.
- Bringing in bulky objects (e.g. cooler bags, beverage crates, glass containers, folding chairs), pyrotechnic articles, weapons, etc. or animals is prohibited.
- Setting up campers, tents, caravans and mobile homes is only allowed on spaces which are particularly authorised for this purpose. Please park your car in the designated parking areas and follow the directions of the security staff and police officers; the provisions of the road traffic regulations also apply in Hockenheim.
- Open fires and shooting off rockets and fireworks are strictly prohibited. Otherwise, you would put yourself and others spectators in great danger.
- Please follow the instructions of the security personnel and officials; their contribution to the success of the event is in your own interest, as well as that of the other spectators.
- Entering areas that are not expressly approved for spectators (such as the racetrack, escape routes and restricted zones) is prohibited. Otherwise, you could not only endanger yourself and other visitors, but also be charged with trespassing.
- Please help to preserve our environment. If you want to dispose of any garbage, please use the provided containers.
- Hockenheim-Ring GmbH does not assume any liability for injury or damage unless it is based on an intentional or grossly negligent breach of obligations. This also applies to any hearing damage caused by loud engine noise, etc. Please bring adequate hearing protection for yourself.
- The stay or participation of visitors or participants who bring children/toddlers to events may be prohibited by the Hockenheim-Ring GmbH or the organizer if

health risks to children by the specificity of the event, in particular by noise emission, are to be expected. In case of expulsion, visitors or participants must leave the circuit immediately, a claim for reimbursement does not arise in these cases.

- Creating photographic, film and audio recordings at Hockenheimring Baden-Württemberg is only permitted for private, non-commercial or journalistic purposes. Any kind of commercial or promotional use of such video and audio material is not permitted and requires written approval by Hockenheim-Ring GmbH. Violation of this requirement may result in damage claims being presented by Hockenheim-Ring GmbH. The domestic rights of Hockenheim-Ring GmbH apply. In general, photography and filming is only permitted from the stands and, in the case of designated events, also in the paddock. People located in the inner area of the race track who are not in possession of a valid employee ID card, accreditation certificate or written consent by Hockenheim-Ring GmbH (e.g. media platforms and restricted zones) will be sent away from the area and shall bear the legal consequences thereof. It is not permitted at events to carry professional photo and film equipment (e.g. SLR cameras for which the lens size exceeds 300mm). Exceptions solely for the respective, individual event are made for accredited press photographers who can identify themselves with a valid event press pass or for people with appropriate written approval issued by Hockenheim-Ring GmbH. It is also prohibited to bring and set up camera tripods (bulky goods) of any kind in the stands. The use of drones, microcopters and similar unmanned aerial vehicles is categorically prohibited in motor sport events. For some events, particularly concerts, those regulations apply which have specifically been established by the organiser; these regulations may differ from the house rules of Hockenheim-Ring GmbH.
  - The owner of the entry ticket agrees that pictures and/or sound recordings made by him may be created, reproduced, transmitted and/or used in audio-visual media in the context of the event without compensation by the organiser. This consent is unlimited as to time or space.
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## **8. DATA PROCESSING/DATA PROTECTION**

All personal data submitted by the Customer shall be processed and handled by Hockenheim-Ring GmbH in compliance with the data protection provisions which apply to the Contract. The data, particularly name, address, telephone number, email address, bank details, etc. shall be collected, processed and used in the form of an automatic procedure in the scope which is respectively necessary for the creation, designing or modification of the contractual relationships. Hockenheim-Ring GmbH is entitled to transmit the data to a third party which it has commissioned with the execution of the purchase contract if this is necessary in order for the concluded Contract to be able to be fulfilled.

## **9. CONTACT**

Ticket orders or inquiries about ticket sales can be addressed to Hockenheim-Ring GmbH via the following contact options: Hockenheim-Ring GmbH, Ticketing Department, Post box 1106, 68754 Hockenheim, Phone: +49 (0) 6205-950 222, Fax: +49 (0) 6205-950 299, email: [info@hockenheimring.de](mailto:info@hockenheimring.de)

## **10. PLACE OF PERFORMANCE/PLACE OF JURISDICTION**

For the respective delivery, performance and payment, the sole place of performance shall be the headquarters of Hockenheim-Ring GmbH. If the contracting party is a merchant within the meaning of the HGB [German Commercial Code], a legal entity under public law or a public-law special fund, or if the contracting party does not have general jurisdiction in Germany or if the contracting party's domicile or habitual residence at the time of filing a respective complaint is not known, the exclusive jurisdiction for all disputes arising from and in connection with the contractual relationship shall be the headquarters of Hockenheim-Ring GmbH. In cross-border contracts, the headquarters of Hockenheim-Ring GmbH is likewise agreed as being the exclusive place of jurisdiction for all disputes arising from the contractual relationship.

## **11. FINAL PROVISIONS**

If individual points of these GTTCs are or become ineffective, impractical or unenforceable wholly or in part, this shall not affect the validity of the Contract and the remaining conditions. The law of the Federal Republic of Germany applies exclusively.

As of: 1st January 2016