



## TERMS AND CONDITIONS OF ONLINE MERCHANDISE SALE

The following Conditions govern the sale and purchase of the Products. By ordering, purchasing and/or accepting delivery of any of the Products, you are deemed to have accepted and agreed to be bound by these Conditions. It is your responsibility to ensure that you have read and understood these Conditions and any accompanying risks, obligations and responsibilities.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

- "Conditions"** : The terms and conditions contained herein and any amendments from time to time, as published on the Site.
- "Contract"** : Has the meaning ascribed to it in Condition 3.4.
- "Customer"** : Any person who places an Order on the Site.
- "Event Organiser"** : Formula One World Championship Limited, Formula One Management Limited or any employee, representative, agent or contractor acting on any of their behalf.
- "Import Fees"** : Has the meaning ascribed to it in Condition 3.6.
- "Order"** : An order for the purchase of Products through the Site.
- "Personal Data"** : Data, whether true or not, that can be used to identify, contact or locate you. Personal Data can include your name, e-mail address, billing address, shipping address, phone number and credit card information. **"Personal Data"** shall be deemed to include any data that you have provided to us when placing an Order.
- "Product"** : A product, good or merchandise (including any part thereof) available for sale to Customers on the Site, but shall not include any ticket, pass, credential or other document or general or specific authorisation granted by SGPPL allowing entry to the Race that is made available for sale to Customers on the Site.
- "Race"** : The FORMULA 1 SINGAPORE GRAND PRIX (or such other name as may be determined and approved by SGPPL to take into account the name of the title sponsor for the Race) event held on any or all of the following days: trial day, qualifying day and race day.
- "SGPPL", "we", "our" and "us"** : Singapore GP Pte Ltd.
- "Site"** : Both the mobile and web versions of the website located at [www.singaporegp.sg](http://www.singaporegp.sg)

## 1.2 Interpretation

- (a) The headings in these Conditions are inserted for convenience only and shall not affect the interpretation of these Conditions.
- (b) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter).
- (c) Any reference to conduct includes without limitation, an omission, statement or undertaking, whether or not in writing.

## 2. ACCESS AND USE OF THE SITE TO PURCHASE PRODUCTS

- 2.1 **Minimum Age.** By ordering, purchasing and/or accepting delivery of any of the Products, you hereby confirm, verify and agree to us that you are 18 years of age or older. Please note that only persons 18 years of age or older may submit an Order for the purchase of Products through the Site.
- 2.2 **Other Applicable Terms and Conditions Binding.** By ordering, purchasing and/or accepting delivery of any of the Products through the Site, you agree to be bound by these Conditions and any other applicable terms and conditions that appear elsewhere on the Site, including the Website Terms and Conditions. For more details, click [here](#).

## 3. PURCHASE OF PRODUCTS

- 3.1 **Compliance by Customer.** You agree to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the purchase of Products through the Site, as well as any amendments thereto, issued by us from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Site.
- 3.2 **Product Description.** While we endeavour to provide an accurate description of each of the Products on the Site, we do not warrant that such descriptions or other content on the Site are accurate, complete, reliable, current or free from error.
- 3.3 **Placing an Order.** You may place an Order by completing and submitting the order form on the Site. We reserve our right not to accept Orders placed in any other manner. You shall be responsible for ensuring the accuracy of all Orders. All Orders will be deemed to be irrevocable and unconditional upon transmission through the Site, and we shall be entitled, but not obliged, to process such Order(s) without your further consent or any further reference or notice to you. After submission of an Order, a confirmation email will be sent to the email address specified in your order form as acknowledgement of your Order.
- 3.4 **Our Rights in respect of Orders.** We reserve the right to accept or decline any and all Orders received from or through the Site in our sole and absolute discretion. Our acceptance of your Order will take place when a notice is sent to the email address specified in your order form confirming that your Order has been shipped, at which point a contract will come into existence between you and us. Each fully-paid Order accepted by us shall constitute a separate and individual contract governed by these Conditions (a "**Contract**"). You acknowledge that unless you receive a notice from us confirming that your Order has been shipped, we shall not be party

to any legally binding agreements or promises made between us and you for the sale of the Product(s), and accordingly we shall not be liable for any Losses which may be incurred as a result.

- 3.5 **Price of Products.** The price payable by you for any Product shall be the price of the Product listed for sale as stated on the Site at the time your Order is transmitted to us through the Site. All prices as stated on the Site are in Singapore dollars and are subject to Condition 3.5 in respect of any applicable sales tax and/or Import Fees. We reserve the right to amend the price of any Product at any time without giving any reason or prior notice. In the event that any Product has been mispriced on the Site, we reserve the right to terminate the Contract and notify you of such termination, regardless of whether or not the Products have been dispatched or are in transit and whether payment has been charged to you. If we terminate the Contract pursuant to this Condition 3.5 and you have already made full payment for your Order, the payment amount will be fully refunded to you.
- 3.6 **Taxes.** All prices of the Product listed for sale as stated on the Site are subject to applicable sales tax, unless otherwise stated; such sales tax is based on the delivery address specified in your Order and the sales tax rate in effect at the time of your submission of your Order.
- (a) For Products that are delivered to a delivery address within Singapore, all prices of such Products specified in your Order will be inclusive of applicable sales tax (i.e., Goods and Services Tax), unless otherwise stated.
- (b) For Products that are delivered to a delivery address outside Singapore, those Products may be subject to customs, import, export and excise duty and fees, sales taxes and any other taxes associated with your Order and the sale of the Product to you, which are levied by the destination country ("**Import Fees**"). When you submit an Order for a Product to be delivered to a delivery address outside Singapore, you acknowledge and agree that you shall be listed as the importer of record in the destination country, and you are responsible for all Import Fees. All prices of the Product listed for sale as stated on the Site are exclusive of Import Fees which shall be borne and paid by you separately. For the avoidance of doubt, there will not be any Import Fee specified in your Order, and we are not obliged to determine if any Import Fee is applicable to your Order and/or the sale of the Product to you.
- 3.7 **Acknowledgement by Customer.** You acknowledge and agree that you have not relied on or been induced by any representation, warranty or undertaking made by us or implied from anything said or written between you and us prior to these Conditions.
- 3.8 **Prohibition against Products.** Products shall not be used for advertising or other commercial purposes (including competition prizes, or trade incentives, nor may be used in raffles, tombolas, lotteries, sweepstakes or draws whether for commercial or charitable purposes) without the prior written consent of SGPPL, who may withhold such consent at their sole and absolute discretion.

#### 4. PAYMENT

- 4.1 **General.** You may pay for a Product using any of the payment methods prescribed by us from time to time.
- 4.2 **Payment Methods.** All payment methods may be subject to additional terms as prescribed by us from time to time. You agree that you are subject to the applicable user agreement of your payment method. You may not claim against us or any of our agents for any failure, disruption

or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

- 4.3 **Failure to Pay.** If you fail to make any payment in respect of an Order pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to us, including such rights set out in Condition 5.4, we shall be entitled to cancel the Order or suspend delivery of the Products until payment is made in full.

## 5. DELIVERY OF PRODUCTS

- 5.1 **Address.** Delivery of the Products shall be made to the address specified in your Order.
- 5.2 **Delivery Charges.** The cost of delivery of your Order (excluding any applicable Import Fee) shall be as specified in your Order.
- 5.3 **Delivery Timeframe.** You acknowledge that delivery of the Products is subject to the availability of the Products. We will use reasonable efforts to deliver the Products to you within the delivery timeframe stated in your Order, but you acknowledge that all delivery timeframes given are estimates only and delays can occur. If the delivery of your Product is delayed, we will inform you accordingly and your Product will be dispatched as soon as it becomes available. The time for delivery shall not be of the essence, and neither we nor our agents shall be liable for any delay in delivery howsoever caused.
- 5.4 **Risk of Damage or Loss; Retention of Title.** Risk of damage to or loss of the Products shall pass to you at the time of delivery, or if you unreasonably refuse to take delivery of the Products, the time when we or our agents have tendered delivery of the Products. When you submit an Order, you further acknowledge and agree as follows:
- (a) Notwithstanding delivery and the passing of risk in the Products or any other provision of these Conditions, the title in the Products shall not pass to the Customer until we have received in cash or cleared funds payment in full of the price of the Products and all other goods agreed to be sold by us to you for which payment is then due.
  - (b) Until such time as the title in the Products passes to you, you shall hold the Products as our fiduciary agent and bailee and shall keep the Products separate from your other assets.
  - (c) Until such time as the title in the Products passes to you, you shall immediately notify us of any matter from time to time affecting our title to the Products and you shall provide us with any information relating to the Products as we may require from time to time.
  - (d) Until such time as the title in the Products passes to you, we shall be entitled at any time to demand you to deliver up the Products to us and in the event of non-compliance, we reserve our right to take legal action against you for the delivery up of the Products and also reserve our right to seek damages and all other costs including but not limited to legal fees against you.
  - (e) You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain our property; but if you do so, all moneys owing by you to us shall (without prejudice to any other right or remedy we

may have) forthwith become due and payable.

- (f) If the provisions in this Condition 5.4 are not effective according to the law of the country in which the Products are located, the legal concept closest in nature to retention of title in that country shall be deemed to apply mutatis mutandis to give effect to the underlying intent expressed in this condition, and you shall take all steps necessary to give effect to the same.

5.5 **Failure to Take Delivery.** If you fail to take delivery of the Products (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then without prejudice to any other right or remedy available to us, we may charge you for storage costs or any further delivery costs, or terminate the Contract.

5.6 **Self-Collection.** As an alternative to delivery, you may choose to self-collect the Product at the [self-collection venue](#). Any self-collection of Products must be made in accordance with the instructions set out on the [Site](#). Notwithstanding the foregoing, we reserve the right to review or amend the instructions and conditions for self-collection, or remove the option for self-collection, at any time without giving any reason or prior notice.

## 6. RETURNS

6.1 **Permitted Returns.** Notwithstanding any other conditions herein, you may only return a Product when you:

- (a) receive a product that is fundamentally different in nature from the Product specified in the Contract; or
- (b) receive a faulty or damaged Product.

6.2 **Returns Policy.** All returns must be made in accordance with the instructions set out in our Exchange & Returns Policy. We are not obliged to agree to any return unless all such instructions are followed to our satisfaction. For more details, please click [here](#).

6.3 **Payment of Refunds.** All refunds shall be made via the original payment mechanism and to the person who made the original payment. We offer no guarantee of any nature for the timeliness of the refunds reaching your account. The processing of payments may take time and is subject to the respective banks' and/or payment providers' internal processing timelines. All costs associated with the refund process imposed by the processing bank and/or payment provider shall be borne by us. All refunds are conditional upon our acceptance of a valid return of the Product. We reserve the right to modify the mechanism of processing refunds at any time without notice.

## 7. TERMINATION

We may alter, suspend, or discontinue this Site in whole or in part, at any time and for any reason, without notice or cost. We may, in our sole discretion, terminate or suspend your use of or access to all or part of the Site for any reason, including without limitation, breach of these Conditions. If at any time, we notify you that your access to and/or use of the Site is terminated, you must cease and desist from all such access and/or use immediately. We reserve the right to cancel, delay or refuse to ship any Order if fraud is suspected, in which event, we shall not be liable for any losses or damage arising therefrom.

## 8. LIMITATION OF LIABILITY

- 8.1 **Disclaimer.** The Site, its content, services and all text, images, merchandise and other information provided herein are provided on an "as is" and "as available" basis without representations or warranties of any kind, whether express, implied or statutory, including but not limited to warranties of title or implied warranties of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement.

Without prejudice to the generality of the foregoing and to the maximum extent permitted under applicable law, we expressly disclaim any and all liability arising from:

- (i) life or wear of any Product or that any Product will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to us;
- (ii) improper remedy of defective Products, alteration of the Products, unsuitable or improper use, wilful damage, negligence, or other misuse of the Products, as well as fair wear and tear, by you or any third party;
- (iii) third party claims, whether directly or indirectly caused by, or relating to, the content of our Site and the Products purchased on or through our Site; and
- (iv) any warranties provided under these Conditions if the total price for the Product has not been paid in cleared funds by the due date for payment.

- 8.2 **No Liability for Indirect or Consequential Losses.** To the maximum extent permitted under applicable law, we shall not be liable for any direct, indirect, special or consequential loss or damage (including, but not limited to, damages for loss of profits, loss of data or loss of use) of any kind howsoever arising in relation to the sale of the Products under any Contract or otherwise, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

- 8.3 **Sole Remedy.** You acknowledge that the remedies set out in Condition 6 are your sole and exclusive remedies for non-conformity of or defects in the Products.

- 8.4 **Maximum Liability.** Notwithstanding any other provision of these Conditions, the maximum cumulative liability of us and our affiliates to you or any other party under, arising out of or relating to the sale of Products under any Contract shall not in any event exceed the sum that you have paid to us for the sale of Products under that Contract.

- 8.5 **Liability Implied by Law.** For the avoidance of doubt, nothing in this Condition 8 excludes, restricts or modifies any condition, warranty, right or liability implied into these Conditions (including any condition, warranty, right or liability imposed by the Unfair Contract Terms Act (Chapter 396 of Singapore) or the Sale of Goods Act (Chapter 393 of Singapore) where to do so is illegal or would render any provision hereof void.

## 9. GENERAL

- 9.1 **Amendments.** We may at any time in our sole discretion amend or vary any provision of these Conditions by publication on the Site. If you do not consent to such variation or amendment, you should not use the Site and/or purchase the Products. If, following such amendment or variation, you continue to use or access the Site and/or purchase the Products, you shall be deemed to have irrevocably consented to such amendment or variation and to have agreed to

be bound thereby.

When you submit an Order, you agree that you do so subject to the Conditions currently in force as at the date you submit your Order. You are responsible for reviewing the latest Conditions each time you submit an Order.

- 9.2 **Correction of Errors.** There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to Product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel Orders if any information on the Site is inaccurate at any time without prior notice.
- 9.3 **Remedies and Waivers.** No failure on our part to exercise, and no delay on our part in exercising, any right or remedy under these Conditions will operate as a release or waiver thereof, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in these Conditions are cumulative and not exclusive of any rights or remedies provided by law.
- 9.4 **Illegality and Severability.** Each of the provisions of these 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 Conditions but the validity, enforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby.
- 9.5 **Entire agreement.** These Conditions (together any other applicable terms and conditions that referred to in these Conditions) constitute the entire agreement between you and us relating to the subject matter hereof and supersede any previous agreement or understanding with respect to the matter hereof. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 9.6 **Assignment.** You may not assign or transfer all or any of your rights under these Conditions to any party.
- 9.7 **No Relationship.** Neither these Conditions nor your use and/or access of the Site to purchase the Products or otherwise shall create or be deemed to create any partnership, agency, joint venture or employment relationship between you and us.
- 9.8 **Force Majeure.** Save as is otherwise specifically provided in these Conditions, we shall not be liable for failures or delays in performing our obligations hereunder or for any inaccuracy, unreliability or unsuitability of the contents of the Site arising from any cause beyond our control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, terrorist acts, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems.
- 9.9 **Rights of Third Parties.** A person who is not a party to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of these Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.
- 9.10 **Governing Law.** These Conditions shall be governed by, and construed in accordance with, the laws of Singapore, and you hereby submit to the exclusive jurisdiction of the courts of Singapore.

9.11 **Personal Data.** By ordering, purchasing and/or accepting delivery of any of the Products, you acknowledge that you have read and agree to our Privacy Policy which forms a part of these Conditions, and you consent to our collection, use and/or disclosure or handling of your Personal Data for the purposes set out in the Privacy Policy. For more details, please click [here](#).