

# 2017 FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX CONDITIONS OF SALE & ENTRY

Please read these Conditions in their entirety. We would like to draw your attention to the following important Conditions so that you will have a pleasant and enjoyable experience:

- SGPPL shall be entitled to suspend or cancel any online transaction on the suspicion of use of fraudulent or unauthorised credit card, in which event, SGPPL shall not be liable for any loss or damage whatsoever arising therefrom (Clause 4.11).
- You are advised that attending the Race may involve danger and risk to your personal safety. You are responsible for all children under your care (Clauses 7.4 to 7.6).
- SGPPL has the right to inspect and refuse bags or other items to be brought into the Circuit Park (Clause 3.2).
- Your seat(s) may be obstructed by natural or man-made obstructions. If you had been originally
  assigned a seat with an unobstructed view or unrestricted leg room, there may be last-minute
  changes to your seating arrangements such that your view is obstructed and your leg room
  restricted due to unforeseen circumstances. Alternative seating arrangements may be offered in
  such a case (Clause 2.2).
- SGPPL strongly advises that children under the age of seven (7) should not attend the Race for safety and operational reasons. Children below the age of seven (7) will only be admitted if the parent/guardian signs a Form of Release, Waiver & Discharge of Liability And Indemnity Agreement. This form can be obtained from *this link* or our ticketing counters at the Circuit Park. For the avoidance of doubt, all persons regardless of age must have a valid Ticket to enter the Circuit Park (Clause 4.2).
- SGPPL reserves the right to restrict the entry, or removal, of any recording equipment if we are of the opinion that the images captured, whether moving or still, are likely to be used for commercial purposes (Clause 6.1).
- No food and drinks are to be brought into the Circuit Park (Clause 8.2).
- In the event of inclement weather, the Race may be delayed, resumed or cancelled at the discretion of the Event Organiser (Clause 2.2.3).

Please refer to the specific Clauses for the details of these Conditions.

# 1. DEFINITIONS AND INTERPRETATION

# 1.1 Definitions

"Associated means FIA, FOWC, FOM, FOML, Formula One Asset Management Limited, Formula One Licensing B.V., Formula One Hospitality and Event Services Limited, the Title Sponsor or any engineering project manager appointed by SGPPL, and all other persons involved in the organisation, conduct and promotion of the Race;

"Circuit Park" means the area around and within the Race Track set aside for the Race and events relating to the Race;

"Conditions" means (i) the conditions of sale and admission contained herein and (ii) any amendments from time to time, as published on the website **www.singaporegp.sg**;

"Event Organiser" means FOWC;

"Facility"

means the facility or facilities constructed for use during the Race for the purposes of the Paddock Club™ and corporate hospitality packages (and includes, where the context requires, the Premier Grandstand) to which Ticket Holders shall not have access;

"FIA"

means Federation Internationale de l'Automobile;

"FOML"

means Formula One Marketing Limited;

"FOWC"

means Formula One World Championship Limited and/or where the context requires shall include Formula One Management Limited ("FOM") or any employee, representative, agent or contractor acting on its or their (as the case may be) behalf;

"Footage"

has the meaning given to it in Clause 6.2(a):

"Police"

means the Singapore Police Force, or any other body tasked with providing security arrangements for the Race, and includes auxiliary police forces and members of the Singapore Armed Forces:

"Premier Grandstand"

means a non-weatherproof grandstand for corporate hospitality packages, which, for the avoidance of doubt, shall not be accessible to Ticket Holders:

"Race"

means the 2017 FORMULA 1 SINGAPORE AIRLINES 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) event held on any or all of the following days: trial day, qualifying day and race day:

"Race Track"

means the track on which the Race will be held;

"SGPPL"

means Singapore GP Pte Ltd, the promoter of the race and exclusive distributor of the

Tickets:

"Ticket"

means any ticket, pass, credential or other document or general or specific authorisation granted by the SGPPL allowing entry to the Race. In this connection, a reference to a Ticket" may be a reference to a set of passes for the trial day, qualifying day and race day, or a single day pass sold separately, as the case may be;

"Ticket

means the holder of a Ticket that has been purchased in accordance with these

Holder"

Conditions:

"Ticket

means the purchaser of a Ticket;

Purchaser"

"Title

means the title sponsor for the Race.

Sponsor"

# 1.2 Interpretation

- The headings in these Conditions are inserted for convenience only and shall not affect the (a) interpretation of these Conditions.
- Unless the context otherwise requires, words importing the singular shall include the plural and (b) 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. GENERAL CONDITIONS

Any Ticket purchased and the Ticket Holder's entry to and presence at the Race is subject to these Conditions and any accompanying risks, obligations and responsibilities. These Conditions are available from SGPPL or at **www.singaporegp.sg** or at appointed sales points.

By purchasing a Ticket, the Ticket Purchaser is deemed to have accepted and agreed to be bound by these Conditions. It is the Ticket Holder's responsibility to ensure he has read and understood these Conditions and any accompanying risks, obligations and responsibilities. It is also the Ticket Purchaser's responsibility to draw the Ticket Holder's attention to these Conditions and where they are made available for viewing.

# 2.1 Prohibition against Ticket on-selling and unauthorised Tickets

- 2.1.1 Tickets may not be resold in any form or manner, whether as a package with accommodation, transportation, food, beverage and/or other ancillary item or experience in the course of\_business or otherwise; and shall not be purchased or obtained from or through any commercial agent or company or otherwise than directly from SGPPL (or its appointed authorised agent), without the prior written consent of SGPPL, whose consent, if given, may attach any conditions it sees fit thereto. SGPPL shall be entitled to reverse any Ticket sale transaction howsoever made, at any time prior to or at the point of Ticket collection and/or delivery, without providing reasons.
- 2.1.2 Any Tickets obtained in breach of these Conditions shall be void and all rights conferred or evidenced by such Tickets shall be nullified. Any person seeking to use a Ticket obtained from sources not authorised by SGPPL or its appointed authorised agents or obtained in breach of these Conditions in order to gain or provide entry to or remain at the Race will be liable to be refused admission to or be ejected from the venue where the Race is to be held and may be liable to legal action. SGPPL reserves the right to retain or confiscate any Ticket held by any Ticket Holder reasonably determined by SGPPL to be in breach of these Conditions without any liability to make any refund in respect thereof.
- 2.1.3 Tickets shall not be used for advertising or other commercial purposes (including competition prizes, or trade incentives, nor may they be used in raffles, tombolas, lotteries, sweepstakes or draws whether for commercial or charitable purposes) without the prior written consent of SGPPL and FOWC, who may withhold such consent at their sole and absolute discretion.

### 2.2 Seating and viewing arrangements

- 2.2.1 Any authorised impression or map of the Circuit Park is provided as a guide only to the approximate locations of seating, viewing areas and other conveniences and attractions in the Circuit Park and around the Race Track and may not be drawn to scale. SGPPL reserves the right to determine actual and final location of the details concerning seating, viewing areas and other conveniences and attractions without notice. The Ticket Purchaser and Ticket Holder acknowledge and accept that no reliance is placed on such impression or map of the Circuit Park when purchasing Tickets or upon entry to the Circuit Park.
- 2.2.2 SGPPL will endeavour to arrange for seats without any restrictions on the view or restricted leg room, subject to availability. Ticket Purchasers and Ticket Holders acknowledge such seats may not be available and that natural or man-made obstructions (including objects or structures put up by SGPPL, the Event Organiser or the Associated Entities) may impede viewing in some areas. For the avoidance of doubt, no refund will be given to Ticket Purchasers and/or Ticket Holders for seats with restricted views or leg room.
- 2.2.3 In the event of inclement weather on any or all of the days of the Race, SGPPL and/or the Event Organiser shall have the sole and absolute discretion to delay or postpone the Race for that day, and if necessary, to cancel or abandon the Race. The Race may resume after such delay or postponement.

#### 2.3 Refunds

- 2.3.1 Except as provided in this Clause 2.3, a Ticket cannot be exchanged after purchase (except for a Ticket of greater value, subject to availability and payment of the difference in Ticket values) or refunded under any circumstances, including but not limited to, the possible non-appearance of any particular person, group or personality expected by the Ticket Purchaser or Ticket Holder, whether expected to enter the Race or not and whether advertised or not; or any variations to the programs, conveniences and/or attractions; or any adverse weather conditions or any circumstances beyond the reasonable control of SGPPL.
- 2.3.2 SGPPL will refund the cost of a Ticket to the Ticket Purchaser of that Ticket only if:
  - (a) the entire Race is cancelled and cannot be re-scheduled:
  - (b) the dates of the Race are changed after they have been confirmed by FIA and the relevant Ticket Purchaser has confirmed in writing to SGPPL that he does not wish to attend the Race on the re-scheduled dates; or
  - (c) there is a significant change to the Ticket Holder's reserved seating arrangements (other than as described in Clause 2.2.2 and as determined by SGPPL in its sole and absolute discretion). If SGPPL makes any significant changes to the Ticket Holder's reserved seating arrangements, SGPPL will notify the Ticket Purchaser directly of such changes, using the contact details provided by the Ticket Purchaser at the time of purchase of the Ticket(s). SGPPL will offer the Ticket Purchaser the opportunity to exchange his Ticket for a Ticket of the same or lower face value to another reserved seating or general admission area. If the exchange is not acceptable to the Ticket Purchaser, SGPPL will refund the cost of that Ticket to the Ticket Purchaser. Other than refunding the cost of that Ticket to the Ticket Purchaser, SGPPL shall not be liable under any circumstances for any other loss, damage or expense suffered as a result of or in connection with any such change in reserved seating arrangements, including but not limited to any loss, damage or expense suffered as a result of or in connection with any cancellation or change in hotel or flight reservations.
- 2.3.3 For the avoidance of doubt, only a Ticket Purchaser is entitled to a refund, and not a Ticket Holder who is not also the Ticket Purchaser.

If on any particular day of the Race, less than 1 hour of on-track activity (which includes any Formula One and/or support category practice sessions, qualifying and/or racing) occurs, the original purchaser of the Ticket will:

- (a) if the Ticket is a single day Ticket for the relevant day of the Race, be entitled to a refund of the cost of the single day Ticket; or
- (b) if the Ticket is a 3-day Ticket, be entitled to a refund of a portion of the cost of the Ticket depending on the relevant day of the Race that was cancelled, the amount of such refund to be reasonably determined by SGPPL.

Other than as provided in this Clause 2.3, SGPPL shall not give any refunds and shall not be liable for any loss, damage or expense suffered as a result of the Race (or any part thereof) being cancelled, postponed or changed, including but not limited to that arising from any cancellation or change in hotel or flight reservations.

2.3.4 SGPPL is not obliged to replace a Ticket under any circumstances, including but not limited to, loss or theft of the Ticket. SGPPL may, however, in its sole discretion and subject to the payment of a fee to cover administrative costs, agree to replace a Ticket which has been lost or stolen.

#### 3. SECURITY ARRANGEMENTS

# 3.1 The Ticket Holder shall comply with:

- (a) any security arrangements, directions or notices displayed or given by the Police or officers, employees or agents of SGPPL, FIA, FOML, FOM, and FOWC, including without limitation, notices, directions or other requirements relating to access and security at the Race;
- (b) the conditions of sale attaching to the Race and the conditions of entry displayed at the entrances to the Race: and
- (c) all laws, regulations or requirements of the Police or any authorities (including, without limitation, the FIA, FOML or FOWC) having jurisdiction over the activities of SGPPL, the Race and/or the use or occupancy of the Circuit Park and Facility.

# 3.2 For reasons of security and safety, SGPPL reserves the right in its discretion:

- (a) to refuse suitcases, bags and/or other objects being brought in to the Circuit Park (or into any area under the control of SGPPL) whether before, during or after the Race;
- (b) to inspect any bag or other item which any person wishes to bring in to or remove from the Circuit Park, whether before, during or after the Race; and
- (c) to search any Ticket Holder at the Circuit Park for prohibited items pursuant to Clause 8.
- 3.3 Without prejudice to Clause 3.1, while at the Race and/or Circuit Park, the Ticket Holder must maintain safe, prudent and respectful behaviour and comply with all security measures and instructions given by any official.

# 4. TICKETS: ACCESS, ENTRY, DISPLAY & PRICING

- 4.1 The Ticket Holder is only permitted access to the open areas of the Circuit Park, and shall not enter any of the Facilities or restricted areas designated by SGPPL or the Event Organiser.
- 4.2 Any person under the age of 12 years of age must be accompanied and supervised at all times by his or her parent or guardian who must also hold a Ticket. SGPPL reserves the sole and absolute discretion to refuse to admit any person not complying with this Clause. Children below the age of seven (7) will only be admitted if the parent/guardian signs a letter of undertaking to indemnify SGPPL from any liability arising from their decision to bring with them children under the age of seven (7). This letter can be obtained from our website, or our ticketing assistance counters at the Circuit Park. For the avoidance of doubt, all persons regardless of age must have a valid Ticket to enter the Circuit Park.
- 4.3 Tickets are non-transferable on the day or during the day of presentation. Upon entry, the Ticket Holder's hand might be stamped/tagged and if so, the stamp/tag must be shown together with a valid Ticket clipped for that day to regain entry. The Ticket Holder must display his Ticket at all times. No person will be admitted to the Circuit Park without a Ticket. SGPPL reserves the right not to admit a person who does not display the Ticket and may require that person to immediately leave the relevant facility.
- 4.4 Ticket Holders holding a Junior or concession Ticket must be entitled to use such a Ticket held in accordance with such eligibility or entitlement criteria prescribed for child and/or concession Tickets at **www.singaporegp.sg**. SGPPL reserves the right to request for identification and/or such other evidence, proof or verification of eligibility or entitlement.
- 4.5 SGPPL reserves the right to refuse to admit or to eject from the Circuit Park any person who does not comply with Clauses 4.1 to 4.4 above, and shall not be obliged to refund any Ticket prices to such persons who have been refused admission / ejected.

#### 4.6 Risks and Warnings

- 4.6.1 All persons with pacemakers should contact security officials for assistance before approaching the electronic Formula One Paddock Club™ gates.
- 4.6.2 The conditions at the Race may vary, including access, seating, and protection from weather, terrain and facilities available. As some areas of the Circuit Park are exposed, Ticket Holders are advised to take appropriate care for their hydration and protection from adverse weather conditions.
- 4.6.3 As a condition of entry into the Circuit Park, the Ticket Holder acknowledges and accepts that the Race, motor racing and the activities associated therewith are dangerous and attending the Race or being in or in the vicinity of the Circuit Park may involve personal risk, and that attendance at the Race or the Circuit Park is entirely at the Ticket Holder's own risk. Ticket Holders are reminded of and agree, accept and acknowledge that the warnings, indemnities and limitation of liabilities set out in Clause 7 below.
- 4.6.4 While at the Race and/or Circuit Park the Ticket Holder must always keep to the designated paths and steps and access all freestanding banked viewing areas with caution using steps/path as appropriate.
- 4.6.5 SGPPL may, subject to applicable laws, designate one or more areas within the Circuit Park as a smoking area. Smoking is not permitted anywhere in the Circuit Park outside a designated smoking area.

#### 4.7 Purchase and pricing of Tickets

- 4.7.1 The maximum number of Tickets that may be purchased by any one person shall be: (a) 12 for all categories of Tickets except Zone 4 Walkabout Tickets and (b) 4 for Zone 4 Walkabout Tickets.
- 4.7.2 A fee will apply for the collection or delivery of Tickets (on a per transaction basis). In addition, an administrative charge of S\$20 per ticket will apply for the replacement of a lost Ticket.
- 4.7.3 Ticket Purchasers can elect to receive their Tickets by collection, or delivery by courier or postal service. Ticket Purchasers who elect to have their Tickets delivered by courier or postal service will bear all applicable tax and courier, delivery and/or postal charges incurred in relation or ancillary thereto. In order to receive Tickets via courier, a street address must be provided on the application form and a duly authorised representative must be available to sign for and receive the Tickets during normal business hours (Monday Friday, 9.00am 5.00pm).
- 4.7.4 SGPPL will not accept responsibility for Tickets lost or misplaced by the courier or postal company. It is the sole responsibility of the Ticket Purchaser to notify SGPPL of any changes in address prior to the Tickets being dispatched. The Ticket Purchaser may do so by calling the booking hotline found at website **www.singaporegp.sg**. Ticket Purchasers who have elected to have their tickets delivered by courier or postal service and have not received their Tickets seven (7) days before the Race commencement date will have the responsibility of reporting this via the booking hotline. The original Tickets will be cancelled and replacement Tickets will (at SGPPL's discretion) be couriered to the Ticket Purchaser or made available for collection. Courier or collection charges (as the case may be) for the replacement tickets will be at the Ticket Purchaser's expense.
- 4.8 The Ticket Purchaser must not sell, offer or make available for sale any ticket to the Race.
- 4.9 SGPPL may, in its discretion, refuse to accept Ticket orders and/or cancel Ticket orders from anyone it believes plans to offer Ticket(s) for resale.
- 4.10 The Ticket Purchaser and/or Ticket Holder must keep their Tickets safe and in good condition as a duplicate Ticket may not be issued if it is lost or stolen (save as provided in Clause 2.3.4) and a

- defaced or illegible Ticket may become invalid.
- 4.11 SGPPL shall be entitled to suspend or cancel any online transaction on the suspicion of use of fraudulent or unauthorised credit card and/or to prevent the delivery of Tickets which are the subject of a suspected illegal transaction, in which event, SGPPL shall not be liable for any loss or damage whatsoever arising therefrom.
- 4.12 SGPPL reserves the right to refuse admission to or eject from the Circuit Park any Ticket Holder:
  - (a) whose presence within the Circuit Park is, or could (in SGPPL's reasonable opinion), constitute a source of danger, nuisance or annoyance to any other person; and/or
  - (b) where (in SGPPL's reasonable opinion) circumstances relating to health and safety, environmental and/or security concerns require such refusal or ejection.

#### 5. ALTERATIONS TO EVENTS

- 5.1 The schedule for the Race (whether published or otherwise) and its proposed format are only provisional and are subject to change if necessary due to adverse weather conditions or other reasons. SGPPL is not liable to the Ticket Purchasers and/or Ticket Holders for any changes in the participants or format of, or any other element of the Race or arising from the arrangement of a substitute event.
- 5.2 SGPPL reserves the right to change entertainment facilities, entertainment line-up, Circuit Park facilities and placement and accessibility of big screens. These are not guaranteed as part of the Ticket price.

#### 6. PHOTOGRAPHS, IMAGES & RECORDING, AND THE COLLECTION OF INFORMATION

- 6.1 Ticket Holders must not make, create, store, record or transmit any kind of sound recording, visual footage or audio-visual footage of, at or in relation to the Race ("Recording"), or store, record or transmit any information or other data, including official timing, results, performance, telemetry, weather or race control data of, at, or in relation to the Race ("Data"). Unless authorised by SGPPL in writing, Ticket Holders must not bring into or use within the Circuit Park any equipment that may enable a person to do the aforementioned acts. Personal electronic devices (including still image cameras, mobile telephones and other personal communication devices) are permitted within the Circuit Park 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 of, at or in relation to the Race ("Image") that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only (which does not include use in social media).
- 6.2 Without limiting any action available to SGPPL, it is a condition of sale that all Ticket Holders acknowledge and accept that it is a condition of entry to the Circuit Park and/or Race that:
- (a) the use of any such Recording, Data or Image ("**Footage**") or any part of it for profit, commercial gain, public advertisement, display or for any other purpose except for the private enjoyment of the person making / recording the Footage, without the prior written consent of FOWC is strictly forbidden and will constitute a breach of these Conditions for which the Ticket Holder may be liable; and
- (b) if a person makes or reproduces or uses such Footage or any part of it with or without the consent of FOWC, that person shall on request by FOWC, assign in writing, all copyright and all intellectual property in the Footage to FOWC or its assignees.
- 6.3 Ticket Purchasers and Ticket Holders acknowledge that FOWC and third parties authorised by FOWC may make or record film or other forms of moving pictures, still pictures, sound recording or any of them of the Race (including, without limitation, of Ticket Purchasers and Ticket Holders). Unless the Ticket Purchaser or Ticket Holder otherwise reaches an agreement with FOWC, each Ticket Purchaser and Ticket Holder hereby grants the FIA, FOWC and third parties authorised by them permission to use photographs, film, tape, or other images or likenesses of the Ticket Purchaser and/or Ticket Holder, or any sound recording, in any media (including publication within and outside Singapore) and for any purpose without identification, compensation or payment of any kind. Ticket Purchasers and Ticket Holders acknowledge that: (i) the venues / locations at

which the Race are held, (ii) all areas accessible to Ticket Purchasers and Ticket Holders are locations which are open to the public, (iii) the recording referred to constitute reasonable expected means by which personal data may be recorded at such locations and in connection with the Race; and (iv) as the entry to the Race and associated events are entered or accessible via the purchase or procurement of a ticket, the Race and associated events are deemed "publicly available" events for the purposes of the Personal Data Protection Act 2012. The handling or processing of any moving pictures, still pictures, sound recording or any of them will be otherwise subject to such policies relating to personal data as SGPPL may apply, in each case as may be made publicly available at its website at or such later versions or additional supplements as may be published by SGPPL.

- 6.4 Ticket Purchasers and Ticket Holders consent to being photographed, filmed and recorded as members of the Race audience, and consent to the use of any such film, image or recording for public transmission.
- 6.5 SGPPL shall have the right to allow any authorised photographers and/or videographers into the Circuit Park for photography and/or video recordings for future advertising and promotional purposes without prior permission from the Ticket Purchaser and/or Ticket Holder.
- 6.6 SGPPL collects personal information about Ticket Purchaser which is necessary for it to operate the Race and to help promote the Race. In particular, SGPPL may collect the name, address and phone number of each Ticket Purchaser for the purposes of coordinating the seating and/or viewing arrangements at the Race and for conducting research, marketing and promotional activities in relation to the Race and subsequent Races.

Unless Ticket Purchasers advise otherwise, Ticket Purchasers consent to receiving future promotional and marketing material from SGPPL, including via electronic messages (e.g. email, SMS etc).

#### 7. INDEMNITY AND LIABILITY

- 7.1 These Conditions constitute the entire agreement between SGPPL, the Ticket Purchaser and the Ticket Holder, and supersede any previous agreement or understanding and may not be varied except as expressly agreed in writing by an authorised officer of SGPPL. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Where any conflict arises between the terms contained in the booking form and these Conditions, the latter shall prevail.
- 7.2 SGPPL has limited control over the actual running of the Race and all details and descriptions in relation thereto are for guidance purposes only. For the avoidance of doubt, the date for the Race is subject to change by FIA. In the event of the date change, the Ticket Holder will be admitted with the existing ticket in hand.

Ticket Purchasers acknowledge that the Race may be held on any such dates as approved and confirmed by the FIA. If Ticket Purchasers purchase Tickets prior to the dates of the Race being confirmed by the FIA, then the Ticket Purchasers acknowledge and agree that the provisional dates of the Race may change and that the Ticket Purchaser will not be entitled to a refund in such circumstances. If the published provisional dates are changed, such changes will either be notified directly to the Ticket Purchaser or published at **www.singaporegp.sg** and the Ticket Purchaser's existing Ticket will be valid for the re-scheduled dates. SGPPL otherwise reserves the right to add, withdraw or substitute any drivers, performers or activities associated with the Race, vary programs, other conveniences, attractions and audience capacity from time to time and such changes will either be notified directly to the Ticket Purchaser or published at **www.singaporegp.sg**.

- 7.3 SGPPL shall not be held liable for any act or omission by any person not employed directly by SGPPL. SGPPL shall have no liability for the acts or omissions of the Event Organiser, the Associated Entities or any of their respective servants, agents or employees.
- 7.4 Each Ticket Purchaser and Ticket Holder acknowledges and accepts that motor racing, the Race and certain activities associated therewith (including without limitation, support races) are dangerous and accidents can happen and that there is a possibility of an accident causing injury, death, property damage or loss, and accordingly, Ticket Holders attending the Race do so at their own risk. Ticket Holders acknowledge

the risks associated with attending or participating in the Race include but are not limited to the risk of suffering harm as a result of motor vehicles (or parts of them) colliding with other motor vehicles, persons or property. All spectators are advised that attending the Race may involve danger and risk to their personal safety, and that they are responsible for all children under their care.

- 7.5 The vehicles used in the Race can generate noise of up to 130 decibels (db). Exposure to any noise greater than 120 db can cause permanent hearing damage. Each Ticket Holder agrees to take the appropriate ear protection, including without limitation, wearing ear plugs and ear muffs, especially for children less than 18 years of age. All children must be protected against such hearing damage, or permanent hearing damage may result. Their protection is the responsibility of the accompanying adult, parent or guardian.
- 7.6 Save for death or personal injury to a Ticket Holder caused by the negligence of SGPPL, SGPPL shall not be liable to the Ticket Holder or the Ticket Purchaser by reason of any acts or omissions of SGPPL (or its employees, agents or contractors), any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions for any loss of profit or any indirect, special or consequential loss, or any damage, injury, costs, expenses or other claims (whether caused by the negligence of SGPPL (or its employees, agents or contractors) or otherwise) which arise out of or in connection with the provision of the Race (including any delay in providing or failure to provide the Race). In any event, the entire liability of SGPPL under or in connection with these Conditions shall not exceed the price of the Ticket(s) save for liability arising from death or personal injury caused by the negligence of SGPPL, or its employees, agents or contractors.
- 7.7 Save for death or personal injury to a Ticket Holder caused by the negligence of the Associated Entities, the Associated Entities shall not be liable to the Ticket Holder or the Ticket Purchaser by reason of any acts or omissions of the Associated Entities (or their respective employees, agents or contractors), any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions for any loss of profit or any indirect, special or consequential loss, or any damage, injury, costs, expenses or other claims (whether caused by the negligence of the Associated Entities (or their respective employees, agents or contractors) or otherwise) which arise out of or in connection with the Race.
- 7.8 Ticket Purchaser and Ticket Holders further acknowledge and agree that SGPPL and the Associated Entities do not make any warranty that the Circuit Park at the Race will be provided with due care and skill or that any materials provided in connection with the Circuit Park will be fit for the purposes for which they are supplied. Ticket Purchasers and Ticket Holders acknowledge that, to the extent that any warranty is implied, it is excluded to the fullest extent permitted by law.
- 7.9 SGPPL shall have no liability for any loss, damage or expense caused by cancellation of the Race because of government action, strike, civil commotion, national disaster or other force majeure event.
- 7.10 SGPPL shall have no responsibility for any property or personal effects left at the Race by the Ticket Holder.
- 7.11 Where the Ticket(s) are delivered to the Ticket Purchaser, the risk in the goods shall pass to the Ticket Purchaser upon the items being delivered to the address given by the Ticket Purchaser. SGPPL shall not be liable for any loss, damage or cost arising from the delivery or non-delivery of the Ticket(s) to a third party other than the Ticket Purchaser. SGPPL reserves the right to levy an additional charge for issuing replacement Tickets and documents arising from non-delivery of the Ticket(s).
- 7.12 The Event Organiser is the commercial rights holder and commercial organiser of the Race that comprises a round of the FIA Formula One World Championship™. The use of the trademarks owned by the Event Organiser and its affiliates (including but not limited to those set out in this Clause 7.12) is STRICTLY PROHIBITED. Formula One Licensing BV is the owner of the FORMULA 1™ brand which includes the following trademarks:



Formula One Licensing BV also owns the trademark "Singapore GP" and SGPPL is the exclusive licensee thereof. Use of such trademark is also strictly prohibited.

7.13 SGPPL gives no warranty (whether expressed or implied under statute or otherwise) that the Race shall take place at the time and place stipulated or at all and all conditions (whether expressed or implied, whether under statute or otherwise) in respect thereof are excluded. Save as provided in Clause 2.3, SGPPL shall not be liable to give any refund to the Ticket Purchaser or Ticket Holder if the Race is delayed, postponed or cancelled by the Event Organiser.

#### 8. PROHIBITED ITEMS

8.1 Without prejudice to Clause 3 and Clause 6.1, and in addition thereto, for the comfort and safety of patrons and players, the following items are NOT allowed into the Circuit Park:

Alcohol, pets or animals, any item that could be used as a weapon, audio recorders, video cameras, bicycles, scooters, skateboards and roller-blades/skates, cans, chairs/stools, coolers and hampers, fireworks and sparklers, Frisbees, helium balloons, glass (including bottles), food and drink (except for 1 clear plastic bottle of soft drink or mineral water of no more than 600ml), large flags (except for national and team flags), musical instruments and/or amplification equipment, non-collapsible prams/strollers/infant car seats, unauthorised advertising material or flyers, laser pointers, distress signals, whistles or loud hailers, remote controlled crafts and drones, and any item prohibited by legislation.

The items listed in this Clause are not exhaustive and a list of all prohibited items will be placed at the entrance to the Circuit Park and/or areas designated by SGPPL.

8.2 For the avoidance of doubt, Ticket Holders shall not bring food or beverages of any description into the Circuit Park.

#### 9. DEFAULT

- 9.1 SGPPL reserves the right, with reasonable cause, to refuse entry to any person or remove any person from the Circuit Park and/or Race. In particular, any person who does not comply with these Conditions may be refused entry or removed from the Circuit Park and/or Race.
- 9.2 If the Ticket Purchaser and/or Ticket Holder commits any breach of these Conditions, then, on the giving of notice by SGPPL to the Ticket Purchaser and/or Ticket Holder at any time after the occurrence of such breach:
- (a) the Ticket Purchaser and/or Ticket Holder shall be deemed to have forfeited its rights but not its obligations

under these Conditions;

- (b) SGPPL will be free to cancel or re-sell any Ticket(s) held by the Ticket Purchaser and/or Ticket Holder who is in default:
- (c) SGPPL shall be entitled to demand that the Ticket Purchaser and/or Ticket Holder unconditionally and irrevocably constitutes and appoints SGPPL 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 Ticket Purchaser and/or Ticket Holder who is in default; and
- (c) the forfeit of any monies pursuant to Clause 9.2(a) shall not preclude any other rights which SGPPL may have under these Conditions or all other rights and remedies available to SGPPL at law, in equity, under contract or otherwise.

# 10. OFFICIAL MERCHANDISE

- 10.1 Official merchandising is on sale inside the Circuit Park. The Ticket Holder must not at any time buy from unofficial vendors. No goods (including literature) of any nature may be offered either free or for sale by any person within the Circuit Park or any official car parking facility.
- 10.2 Save for official merchandise and other motor sport related clothing worn in good faith, the Ticket Holder shall not bring into, use or display within the Circuit Park any sponsorship, promotional or marketing materials.

#### 11. RACE NAME

No person may use the name of the Race or part thereof (nor any abbreviation or foreign language version thereof) nor any logo or graphic device of or relating to the Race for any commercial purpose whatsoever without the prior written consent of FOWC first being obtained exercisable in FOWC's discretion. This is a fundamental term.

## 12. MISCELLANEOUS

- 12.1 SGPPL may at any time in its sole discretion amend or vary any provision of these Conditions by publication on **www.singaporegp.sg**. If the Ticket Purchaser or Ticket Holder does not consent to such variation or amendment, the Ticket Purchaser or Ticket Holder shall not use the Tickets for purposes of entry to the Race and/or Circuit Park. If, following such amendment or variation, the Ticket Purchaser and/or the Ticket Holder nevertheless uses the Ticket to enter the Race and/or Circuit Park, the Ticket Purchaser and/or Ticker Holder, as the case may be, shall be deemed to have irrevocably consented to such amendment or variation and to have agreed to be bound thereby.
- 12.2 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.
- 12.3 The Associated Entities may enforce the terms of Clauses 3, 6.2, 6.3, 7.4, 7.5, 7.7, and 7.8, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (Chapter 53B).
- 12.4 These Conditions are governed by the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts in Singapore.
- 12.5 Without prejudice to Clause 6.3, the collection, use or disclosure or handling of personal data by SGPPL shall be subject to such policies relating to personal data as SGPPL may apply, in each case as may be made publicly available at its website at or such later versions or additional supplements as may be published by SGPPL.