

  
**FORMULA 1**  
**SINGAPORE AIRLINES**  
**SINGAPORE GRAND PRIX**  
**2022**

**MARINA BAY STREET CIRCUIT**  
**30 SEPTEMBER-02 OCTOBER**

CLICK HERE FOR  
**GENERAL TERMS & CONDITIONS**

CLICK HERE FOR  
**HOSPITALITY TERMS & CONDITIONS**



**FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2022**

**CONDITIONS OF SALE**

The promoter of the Formula 1 Singapore Airlines Singapore Grand Prix 2022 is SGPPPL.

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:

- SGPPPL and/or FOWC shall have the sole and absolute discretion to determine the schedule for the Race including the dates, times and duration of the Race. The schedule for the Race and its proposed format are only provisional and are subject to change (Clause 3.1).
- In the event of inclement weather, the occurrence of any act, event or circumstance which is beyond SGPPPL's or FOWC's reasonable control, or any reasons of health, safety or security, SGPPPL and FOWC shall have the sole and absolute discretion to delay or postpone the Race for the affected day(s), and if necessary, to cancel or abandon the Race or have the Race proceed as a closed-door event (Clause 3.2).
- SGPPPL has the sole and absolute discretion to change or cancel access to any performance, entertainment, activity, facility, line-up, attraction, content, element, feature, format, participant and/or programme in connection with the Race, or limit, remove or add rights of access to any Ticket in relation to the above (Clause 3.3).
- You must be fully vaccinated against COVID-19 to enter the Circuit Park and attend the Race (Clause 4.1). SGPPPL and/or FOWC reserves the right to impose and/or update their Health Directives at any time as a condition of admittance to, and/or in relation to behaviour at, the Race and/or Circuit Park as SGPPPL considers appropriate (Clause 4.2).
- SGPPPL shall be entitled to cancel, suspend or reject and/or reverse any online transaction, without providing reason, including without limitation, on the suspicion of use of fraudulent or unauthorised credit card, in which event, SGPPPL shall not be liable for any loss or damage whatsoever arising therefrom (Clause 5.7).
- SGPPPL 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 and Discharge of Liability and Indemnity Agreement. This form can be obtained from the website <https://www.singaporegp.sg> or the ticketing assistance counters at the Circuit Park (Clause 6.2(a)). For the avoidance of doubt, all persons regardless of age must have a valid Ticket to enter the Circuit Park (Clause 6.1(a)).
- Tickets must not be, nor attempted to be, resold, transferred, or offered or made available for sale (Clause 6.6(b)) and may not be used for advertising, promotional or commercial purposes without the prior written consent of SGPPPL and FOWC (Clause 6.6(d)). Tickets may only be purchased directly from SGPPPL or its authorised agents <https://singaporegp.sg/en/tickets/authorised-ticketing-partners/international> (Clause 6.6(c)).
- SGPPPL may refuse to admit any person into or eject any person from the Race and/or Circuit Park for health, safety, environmental and/or security reasons, for the good order, efficient management or operation of the Race and/or the Circuit Park, or for any non-compliance, default or violation of these Conditions or applicable laws (Clause 6.8).
- 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 due to unforeseen circumstances such that your view is obstructed and your leg room restricted. Alternative seating arrangements may be offered in such a case at SGPPPL's sole and absolute discretion. For the avoidance of doubt, no refund will be given to Ticket Purchasers or Ticket Holders for seats with restricted views or leg room. (Clause 7.2).
- SGPPPL may cancel your Ticket or change your seating arrangement, including access to any areas, zones, facilities, entertainment or activities in the event SGPPPL (a) cannot or is unable to; or (b) no longer accommodate or provide, the original entitlements under the Ticket due to a reduction in maximum attendance capacity at the Circuit Park or within any zone, facility or area of the Circuit Park or for any health, safety, environmental and/or security reasons (Clauses 7.3 and

7.4). Refunds will be determined in accordance with Clause 8.

- In the case of any refund to be made in relation to any cancellation of Tickets purchased by a Ticket Purchaser from an Overseas Ticketing Agent, SGPPPL will make the refund to such Overseas Ticketing Agent. SGPPPL will not under any circumstance make any such refund directly to the Ticket Purchaser and it is the Ticket Purchaser's responsibility to obtain the refund from the relevant Overseas Ticketing Agent. The Ticket Purchaser shall have no rights or claims against SGPPPL in relation to any cancelled Tickets purchased from an Overseas Ticketing Agent or any refunds in relation thereto (Clause 8.8).
  - SGPPPL has the right to search for, inspect and refuse bags or other items which any person wishes to bring in to or remove from the Circuit Park (Clause 9.2(c)).
  - No food and beverages are to be brought into the Circuit Park (Clause 9.4).
  - SGPPPL, the Associated Entities and their officers, employees or agents shall not be responsible for any property or personal effects of the Ticket Holders or any other person in the Circuit Park, or any destruction of property or theft at the Race and/or Circuit Park, in particular property or personal effects brought into any Facility, whether kept in a locked cabinet or otherwise (Clause 9.8).
  - You have accepted the following health risks and warnings (Clause 9.9):
    - ° All persons with pacemakers, implantable cardioverter-defibrillator or other medical devices which could be affected by metal detectors should contact security officials for assistance before approaching any gate.
    - ° The conditions at the Race and the Circuit Park may vary, including access, seating, and protection from weather, terrain and facilities available.
    - ° Motor racing and activities associated therewith are dangerous and accidents can happen and that there is a possibility of an accident causing injury, death, property damage or loss. You agree to attend at your own risk. You are responsible for all children under your care.
    - ° 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.
    - ° There is a risk of contracting and the transmission of Communicable Disease, including COVID-19, in any place where people are present including within the Circuit Park which may result in very serious health consequences.
    - ° You must keep to the designated paths and steps and access all freestanding banked viewing areas with caution using steps/paths as appropriate.
  - SGPPPL may confiscate, prohibit, retain and/or remove from the Circuit Park any equipment that makes any sound recording or visual or audio-visual footage other than mobile telephones, still image cameras and other handheld personal communications devices for private enjoyment and non-commercial use only (Clause 10.1).
  - SGPPPL shall not be held liable for any act or omission by any person not employed directly by SGPPPL. SGPPPL shall have no liability for the acts or omissions of the Associated Entities or any of their respective servants, agents or employees (Clause 13).
- Please refer to the specific Clauses for the details of these Conditions.

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

**"Associated Entities"** means FIA, FOWC, FOM, FOML, Formula One Asset Management Limited, Formula One Licensing B.V., Formula One Hospitality and Event Services Limited, Formula Motorsport Limited, the Title Sponsor, any engineering project manager appointed by SGPPPL, and all other persons involved in the organisation, conduct and promotion of the Race including officials, marshals, rescue and medical staff, the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies) and their respective personnel;

**"Booking Form"** has the meaning ascribed to it in Clause 5.5(a);

**"Championship"** means FIA Formula One World Championship;

**"Circuit Park"** means the temporary motor racing circuit known as Marina Bay Street Circuit in Singapore comprising the area around and within the Race Track designated for the Race and events and activities relating to the Race which shall include without limitation, permanent and temporary buildings and infrastructure, amenities, spectator viewing facilities, the pit/paddock building, the Facilities, the media centre and the medical centre;

**"Communicable Disease"** means COVID-19, Influenza A (H1N1-2009), SARS-CoV-1, Middle East respiratory syndrome (EMC/2012) or Avian Bird Flu in the Southeast Asian region or an outbreak of a similar contagious medical condition or disease, or in the event the World Health Organisation declares a regional (which includes the Southeast Asian region) or global epidemic or issues a health advisory against travelling to Singapore;

**"Conditions"** means:

(a) the terms and conditions of sale and entry contained herein; and

(b) the directives, guidelines, policies, rules and regulations relating to or in connection with the Race issued by (i) SGPPPL; or (ii) FOWC or any governmental authority, and expressly incorporated or deemed to be incorporated herein by reference,

each as amended and supplemented from time to time, and made available at the SGP Website, Circuit Park entrances and/or appointed sales points, and by contacting SGPPPL;

**"Event IP"** has the meaning ascribed to it in Clause 12.2;

**"Facilities"** means the facilities constructed and made available 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;

**"Force Majeure Event"** means any act, event or circumstance which is beyond SGPPPL's and/or FOWC's reasonable control, including without limitation:

(a) acts of god including fire, flood, earthquake, windstorm or other natural disaster;

(b) the act of any government or governmental authority, including the refusal or revocation of any licence or consent other than any such refusal or revocation by the FIA;

(c) a power failure, failure of telecommunications lines, or a failure or breakdown of plant, machinery or vehicles operated by a third party;

(d) theft, malicious damage, strike, lock out or industrial action of any kind other than by employees of SGPPPL and/or FOWC;

(e) war, armed conflict, terrorist attacks, civil war, explosion, nuclear, chemical or biological contamination, epidemic or pandemic;

(f) outbreak or continued outbreak of epidemic or pandemic relating to a Communicable Disease;

(g) occurrence of a catastrophic event;

(h) haze or flooding;

(i) transportation delay or breakdown; and

(j) entry restrictions to Singapore or quarantine requirements (or similar) applied by the Singapore government to enter that country;

**"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;

**"Full Payment"** means the total cost of the Ticket(s) including GST. SGPPPL shall only be deemed to have received Full Payment upon confirmation that cleared funds have been received by SGPPPL's bank;



“GST” means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1993;

“Health Directive” means any health advisory, directive, guideline, policy, restriction, regulation or rule relating to any Communicable Disease issued by any government authority, SGPPPL and/or FOWC as amended and supplemented from time to time;

“Image” has the meaning ascribed to it in Clause 12.1(a);

“Legitimate Grounds” means any grounds which SGPPPL reasonably deems, in its sole and absolute discretion, to be in the legitimate interests of:

(a) the good order, efficient management or operation of the Race and/or the Circuit Park;

(b) the health and safety of (i) attendees at the Race and/or Circuit Park; or (ii) the general public;

(c) the security of (i) the Circuit Park; (ii) attendees at the Race; or (iii) the general public; and/or

(d) ensuring compliance with any present and future law, act, rule, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction of or by any governmental authority, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to the Race and/or the Circuit Park, including any Health Directive;

“Overseas Ticketing Agent” means a company duly appointed by SGPPPL to sell Tickets to persons residing outside Singapore and includes SGPPPL’s authorised resellers;

“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 FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2022 (or such other name as may be determined and approved by SGPPPL to take into account the name of the Title Sponsor) event designated and endorsed as a round of the Championship held on any or all of the following days: trial day, qualifying day and race day, including all support races, support events and peripheral entertainment related thereto;

“Race Track” means the track on which the Race will be held comprising the racing surface up to and including the debris fencing panels, and allocated marshal areas;

“Recording” has the meaning ascribed to it in Clause 10.1;

“Refund Policy” means any refund policy that SGPPPL may develop and apply from time to time to supplement the terms and conditions of these Conditions relating to refunds and includes any amendments and supplements to such a refund policy, as may be published from time to time on the SGP Website;

“SGPPPL” means Singapore GP Pte. Ltd. (Company Registration No. 200707649N), the promoter of the Race and exclusive distributor of the Tickets;

“SGP Website” means SGPPPL’s official website <https://www.singaporegp.sg> including the relevant sub-pages;

“STB” means Singapore Tourism Board, a statutory board established under the Singapore Tourism Board Act 1963 and having its principal office at Tourism Court, 1 Orchard Spring Lane, Singapore 247729;

“Ticket” means any physical or electronic ticket, pass, credential or other document or general or specific authorisation granted by SGPPPL allowing the Ticket Holder entry to and continued presence at the designated areas of the Circuit Park and/or attendance at 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 Holder” means the holder of a Ticket that has been purchased in accordance with these Conditions;

“Ticket Purchaser” means any person (including any individual, partnership, (including limited partnership and limited liability partnership), company or other body corporate or other legal entity) that has

(a) completed the Booking Form and made Full Payment for Ticket(s) in accordance with these Conditions; or

(b) purchased Ticket(s) through an Overseas Ticketing Agent; and

“Title Sponsor” means the title sponsor for the Race.

## 1.2. Interpretation

(a) The headings and sub-headings in these Conditions are inserted for convenience only and shall not affect the interpretation or construction 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); and references to persons include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state.

(c) Any reference to conduct includes without limitation, an omission, statement or undertaking, whether or not in writing.

(d) Any reference in these Conditions to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted.

## 2. GENERAL CONDITIONS

2.1. Any Ticket purchased and the Ticket Holder’s entry to and presence at the Race and/or the Circuit Park are subject to these Conditions and any accompanying risks, obligations and responsibilities.

2.2. By purchasing a Ticket, the Ticket Purchaser is deemed to have accepted and agreed to be bound by these Conditions. It is the Ticket Purchaser’s and Ticket Holder’s responsibility to ensure they have 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.

2.3. These Conditions are made available on the SGP Website, Circuit Park entrances and/or appointed sales points, and by contacting SGPPPL. Ticket Purchasers and Ticket Holders are reminded to check regularly for the most updated version of these Conditions.

2.4. SGPPPL may at any time, in its sole and absolute discretion, supplement, amend or vary any provision of these Conditions and publish them on the SGP Website. If the Ticket Purchaser or Ticket Holder does not consent to such supplementation, amendment or variation, the Ticket Purchaser or Ticket Holder shall not use any Ticket for purposes of entry to the Race and/or Circuit Park. If, following such supplementation, 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 Ticket Holder, as the case may be, shall be deemed to have irrevocably consented to such supplementation, amendment or variation, and to have agreed to be bound thereby.

2.5. The Tickets sold and issued may be subject to additional terms and conditions imposed by FOWC. It shall be the responsibility of the Ticket Holder to obtain details of FOWC’s terms and conditions.

## 3. ALTERATIONS TO RACE

3.1. SGPPPL and/or FOWC shall have the sole and absolute discretion to determine the schedule for the Race including the dates, times and duration of the Race. The schedule for the Race (whether published or otherwise) and its proposed format are only provisional and are subject to change if deemed necessary by SGPPPL and/or FOWC, including without limitation, due to an occurrence of a Force Majeure Event or on any Legitimate Ground.

3.2. In the event of (i) inclement weather or a Force Majeure Event occurring on any or all of the days of the Race; or (ii) if there is a Legitimate Ground to do so, SGPPPL and/or FOWC shall have the sole and absolute discretion to delay or postpone the Race for the affected day(s), and if necessary, to cancel or abandon the Race, or have the Race proceed as a closed-door event. In this regard:

(a) the Race may resume after such delay or postponement; and

(b) if the Race is cancelled or abandoned (in whole or in part), or proceeds as a closed-door event, SGPPPL will make a refund according to Clause 8 and/or the Refund Policy (if any) without any liability to arrange a substitute event.

3.3. SGPPPL reserves the right to change or cancel any of the following, or limit, remove or add rights of access for any Ticket Holder to any of the following, at SGPPPL’s sole and absolute discretion for any reason, including without limitation, due to an occurrence of a Force Majeure Event or on any Legitimate Ground:

(a) any performance, entertainment, activity, facility or line-up;

(b) any Circuit Park facility;

(c) the placement and accessibility of big screens; or

(d) any other activity, attraction, content, element, facility,

feature, format, participant and/or programme relating to or in connection with the Race or Circuit Park.

In the event of any change to or cancellation of a Ticket, SGPPPL will use its best efforts to offer a substitute or replacement of comparable value. The foregoing (a) to (d) are not guaranteed as part of the Ticket price and SGPPPL shall not have any liability to (i) make any refund in respect thereof save as otherwise provided in Clause 8 and/or the Refund Policy (if any); or (ii) arrange any substitute or replacement of the same.

## 4. COVID-19 PRECAUTIONS

4.1. All Ticket Holders (regardless of age) must be fully vaccinated against COVID-19 to enter the Circuit Park and attend the Race. The Ticket Holder’s vaccination status will be generally determined according to the prevailing guidelines published by the Singapore Ministry of Health. However, SGPPPL, FOWC and/or the relevant governmental authority may at their discretion impose different or additional COVID-19 vaccination requirements for the purposes of the Race.

4.2. SGPPPL and/or FOWC reserves the right to impose and/or update their Health Directives at any time as a condition of admittance to, and/or in relation to behaviour at, the Race and/or the Circuit Park as SGPPPL or FOWC considers appropriate, taking into account current circumstances at that time or in response to any issued Health Directive. To the extent that SGPPPL’s Health Directives conflict with the relevant provisions hereunder SGPPPL’s Health Directives will apply and prevail.

4.3. Ticket Holders are strongly advised to check the Singapore Ministry of Health website <https://www.moh.gov.sg/covid-19>, the SGP Website, and notices displayed in the Circuit Park for up-to-date information on COVID-19 in Singapore and any COVID-19 requirements, changes or updates concerning the Race. By entering the Circuit Park, the Ticket Holder assumes all risks related to the exposure to any Communicable Disease, including COVID-19, in accordance with Clause 9.9(c)(iii).

4.4. SGPPPL reserves the sole and absolute discretion to refuse to admit any person into the Circuit Park who is not vaccinated or deemed by SGPPPL not to be vaccinated against COVID-19, in which case SGPPPL and the Associated Entities shall not be liable for any loss, damage or expense suffered by such person and persons accompanying him/her, 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.

## 5. TICKET BOOKINGS

5.1. Tickets will be sold on a first come, first served, best seat basis, subject to availability. SGPPPL reserves the right to determine all Ticket prices which may be subject to changes from time to time. Unless specifically stated, Ticket prices do not include any goods or services other than entry to the Circuit Park and attendance at the Race.

5.2. The maximum number of Tickets that may be purchased by any one (1) person shall be determined by SGPPPL at its sole and absolute discretion and may be changed from time to time depending on the prevailing Health Directives or other reasons.

5.3. Ticket Purchasers shall only purchase for and permit the relevant Ticket Holders to use child or concession Tickets in accordance with such eligibility or entitlement criteria prescribed for child and/or concession Tickets at the SGP Website. SGPPPL reserves the right to request for identification and/or such other evidence, proof or verification of eligibility or entitlement.

5.4. Unless otherwise stated, all quoted prices on the SGP Website and SGPPPL’s invoices are exclusive of GST or any other applicable taxes.

5.5. Bookings, cancellations and alterations

(a) A Ticket booking shall be made by the Ticket Purchaser online through the SGP Website or by sending to SGPPPL a duly completed and signed booking form in such form and manner as SGPPPL may prescribe from time to time (“Booking Form”). Subject to Clauses 5.6 and 5.7, the Ticket Purchaser shall be liable to pay to SGPPPL the cost of the Ticket(s) set out in the invoice issued by SGPPPL upon its acceptance of the booking.

(b) Cancellation of any booking must be made in writing to SGPPPL. The effective cancellation date shall be deemed to be on the first working day on which the cancellation letter or email is received by SGPPPL. Depending on the effective cancellation date, cancellation charges may apply according to the Refund Policy (if any).

(c) SGPPPL will only issue to the Ticket Purchaser the confirmation letter/receipt of its booking and the Tickets upon receipt of Full Payment.

5.6. Payments

(a) All payments shall be made by way of the payment gateway(s) integrated on the SGP Website.

(b) Full Payment is required at the time of booking of the Tickets. If insufficient funds are available or if any required

payment cannot be completed in full, the booking transaction will not be completed and will be voided.

5.7. SGPPPL shall be entitled to, at any time prior to or at the point of Ticket collection and/or delivery, cancel, suspend, reject and/or reverse any Ticket sale transaction whatsoever made, without providing reasons, including without limitation, on the suspicion of use of fraudulent or unauthorised credit card and/or to prevent the delivery of Ticket(s) which are the subject of a suspected illegal transaction, in which event, SGPPPL shall not be liable for any loss or damage whatsoever arising therefrom.

#### 5.8. Overseas Ticketing Agents

In cases where Tickets are booked through Overseas Ticketing Agents, the relevant terms and conditions of the Overseas Ticketing Agents may apply instead of the provisions under Clause 5.5, 5.6 and 6.4. It shall be the responsibility of the Ticket Purchaser and potential Ticket Purchaser to obtain details of the Overseas Ticketing Agents' terms and conditions.

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

#### 6.1. Access and entry

(a) All persons regardless of age must have a valid Ticket to enter the Circuit Park. The Ticket Holder must present his/her Ticket on request by SGPPPL and/or its authorised security personnel. SGPPPL reserves the right not to admit a person who does not or is unable to present his/her Ticket and may require that person to immediately leave the Circuit Park or the relevant facility.

(b) The Ticket Holder is only permitted access to such areas of the Circuit Park as granted by his/her Ticket, and shall not enter any of the Facilities or restricted areas designated by SGPPPL or FOWC.

(c) There shall be no admission or re-admission to the Circuit Park before the opening time and one (1) hour before the closing time of the Circuit Park. Opening and closing times of the Circuit Park gates can be found on the SGP Website.

(d) Tickets are non-transferable on the day or during the day of presentation. Upon entry to the Circuit Park or any Facility, the Ticket Holder's hand might be stamped/tagged and if so, the stamp/tag must be shown together with a valid Ticket for that day to regain entry.

#### 6.2. Children

(a) Children below the age of seven (7) will only be admitted if his/her parent/guardian signs a letter of undertaking to indemnify SGPPPL and the Associated Entities from any liability arising from their decision to bring with them children under the age of seven (7). This letter can be obtained at the SGP Website or the ticketing assistance counters at the Circuit Park.

(b) Any person under the age of 12 (or in the case of a hospitality facility, any person under the age of 18) must be accompanied and supervised at all times by his or her parent or guardian who must also hold a Ticket. A hospitality facility is any facility serving food and beverage to a Ticket Holder granted with such access.

6.3. The Ticket Purchaser and/or Ticket Holder must keep their Tickets safe and in good condition. Defaced, illegible or tampered Tickets may be invalidated. SGPPPL is not obliged to replace a Ticket or issue a duplicate Ticket under any circumstances, including but not limited to, any loss or theft of the Ticket. SGPPPL may, however, in its sole and absolute discretion, agree to replace a Ticket which has been lost or stolen.

6.4. Tickets may, at SGPPPL's sole and absolute discretion, be issued electronically. However, in the case SGPPPL issues physical Tickets:

(a) for Tickets booked on or before six (6) calendar weeks prior to the first Race day, the Ticket Purchaser can elect in its Booking Form to receive the Tickets by collection, or delivery by courier or postal service, and the Ticket Purchaser will bear all applicable tax and courier, delivery and/or postal charges incurred in relation or ancillary thereto as provided on the SGP Website. In order to receive Tickets via local courier, a street address must be provided on the Booking 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). In order to receive Tickets via international courier, an address must be provided on the Booking Form;

(b) for Tickets booked after six (6) calendar weeks prior to the first Race day, Tickets must be self-collected by the Ticket Purchaser from a designated location outside the Circuit Park;

(c) the risk in the Tickets shall pass to the Ticket Purchaser upon being delivered to the courier or postal company in Singapore. SGPPPL shall not be responsible for (A) Tickets lost or misplaced by the courier or postal company delivery; (B) non-delivery of the Tickets; or (C) delivery of the Tickets to a third party other than the Ticket Purchaser;

(d) it is the sole responsibility of the Ticket Purchaser to promptly notify SGPPPL of any change in address prior to the Tickets being dispatched or any non-receipt of Tickets via the booking hotline found at the SGP Website. SGPPPL reserves the right to levy an additional charge for issuing replacement Tickets and documents arising from non-delivery of the Tickets.

6.5. Ticket Holders shall be responsible for all immigration, customs and legal requirements of any relevant authority for entry into Singapore (including, but not limited to, obtaining an entry visa or permit of any kind) at their own cost and expense. No exchanges, refunds or replacements of Tickets will be made due to a Ticket Holder's failure to comply with such requirements or his/her inability to obtain (or his/her denial, cancellation, expiration or revocation of) an entry visa or permit, for any reason whatsoever. Ticket Purchasers and Ticket Holders are advised to review all immigration, customs and legal requirements for entry into the Singapore prior to purchasing any Ticket.

6.6. Prohibition against Ticket on-selling and unauthorised Tickets

(a) SGPPPL shall retain the exclusive right to market, sell and distribute any Ticket on any and all platforms, in any media or manner whatsoever, whether sold, marketed or distributed individually or bundled in a package.

(b) Tickets shall not be or attempted to be resold, transferred, or offered or made available for sale (in each case, whether for free or otherwise, or in any form or manner, or whether as a package with accommodation, transportation, food, beverage and/or other ancillary item, experience, products or service in the course of business or otherwise) unless SGPPPL's prior written consent is obtained. SGPPPL may, in its sole and absolute discretion, refuse to accept and/or cancel Ticket bookings from anyone it believes plans to offer Tickets for resale.

(c) Tickets shall not be purchased or obtained from or through any commercial agent, company or otherwise than directly from SGPPPL (or its appointed authorised agents such as Overseas Ticketing Agents), unless the prior written consent of SGPPPL is obtained, whose consent, if given, may attach any terms and conditions SGPPPL deems fit thereto.

(d) Tickets shall not be used for advertising, promotional or commercial purposes (including without limitation, trade incentives, prizes, competitions, contests, sweepstakes, raffles, tombolas, lotteries, or draws, whether for commercial or charitable purposes) without the prior written consent of SGPPPL and FOWC, who may withhold such consent at their sole and absolute discretion.

(e) Any person using or seeking to use a Ticket (i) obtained from sources not authorised by SGPPPL or its appointed authorised agents; or (ii) obtained in breach of these Conditions, in order to gain or provide someone entry to or remain at the Circuit Park, may be refused admission or ejected from the Circuit Park and may be liable to legal action.

6.7. Any Ticket obtained in breach of these Conditions shall be void and all rights conferred or evidenced by such Ticket shall be nullified. SGPPPL reserves the right to retain, confiscate, cancel or void (in the sole and absolute discretion of SGPPPL) any Ticket held by any person (a) reasonably determined by SGPPPL to be in breach of these Conditions without any liability to make any refund in respect thereof; or (b) on Legitimate Grounds.

6.8. SGPPPL reserves the sole and absolute discretion to refuse to admit any person into or eject any person from the Race and/or Circuit Park:

(a) whose presence within the Circuit Park is, or could (in SGPPPL's reasonable opinion), constitute a source of danger, nuisance or annoyance to any other person(s);

(b) whose presence under (in SGPPPL's reasonable opinion) any circumstances gives rise to health and safety, environmental and/or security concerns;

(c) who fail to comply with or is in breach of these Conditions including any Health Directive;

(d) who violate or attempt to violate any applicable law; and/or

(e) on any other Legitimate Grounds;

and in each case, in respect of the Ticket Purchaser and/or a Ticket Holder in default:

(i) the Ticket Purchaser and/or Ticket Holder shall be deemed to have forfeited their rights but not their obligations under these Conditions;

(ii) SGPPPL shall not be obliged to refund the cost of any Ticket;

(iii) SGPPPL will be free to cancel, re-sell, confiscate and/or void (in the sole and absolute discretion of SGPPPL) any Ticket held by the Ticket Purchaser and/or Ticket Holder who is in default;

(iv) SGPPPL shall be entitled to demand that the Ticket

Purchaser and/or Ticket Holder unconditionally and irrevocably constitutes and appoints SGPPPL as their 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

(v) the forfeit of any monies pursuant to Clause 6.8(i) shall not preclude any other rights which SGPPPL may have under these Conditions or all other rights and remedies available to SGPPPL at law, in equity, under contract or otherwise.

### 7. SEATING AND VIEWING ARRANGEMENTS

7.1. 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. SGPPPL reserves the right to determine the actual and final location of and details concerning seating, viewing areas and other conveniences and attractions without providing notice. Ticket Purchasers and Ticket Holders 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.

7.2. SGPPPL will endeavour to arrange for seats with minimal restrictions on the view or restricted leg room, subject to availability. Ticket Purchasers and Ticket Holders acknowledge that such seats may not be available and that natural or man-made obstructions (including objects or structures put up by SGPPPL or the Associated Entities) may impede viewing in some areas. Alternate seating arrangements may be offered in such a case at SGPPPL's sole and absolute discretion. For the avoidance of doubt, no refund will be given to Ticket Purchasers or Ticket Holders for seats with restricted views or leg room.

7.3. SGPPPL reserves the right to change the arrangements and plans of any seating, viewing area, or other convenience or attraction for any reason in its sole and absolute discretion, without any liability to make any refund in respect thereof.

7.4. In the event SGPPPL (i) cannot or is unable to; or (ii) will no longer accommodate or provide, the original seating entitlement attached to a Ticket due to (A) a reduction in maximum attendance capacity at the Circuit Park or within any zone, facility or area of the Circuit Park in line with any Health Directive; or (B) any Legitimate Ground, SGPPPL has the sole and absolute discretion to either:

(a) make changes to the Ticket Holder's seating arrangement, including access to any areas, zones, facilities, entertainment or activities, in which case no refund will be made; or

(b) cancel such Ticket or seating entitlement, in which case, SGPPPL will refund the Ticket Holder in accordance with Clause 8 and/or the Refund Policy (if any).

### 8. REFUNDS AND EXCHANGES

8.1. Tickets cannot be exchanged or refunded under any circumstances (including, but not be limited to (a) the possible non-appearance of any particular person, group or personality expected by the Ticket Purchaser or the Ticket Holder, whether expected to enter the Race or not and whether advertised or not; (b) any variations to the programs, conveniences and/or attractions; or (c) any adverse weather conditions or any circumstances beyond the reasonable control of SGPPPL) except as provided in this Clause 8 and/or the Refund Policy (if any), or unless SGPPPL otherwise agrees in writing at its sole and absolute discretion.

8.2. SGPPPL may, in its sole and absolute discretion, exchange a Ticket after purchase only for a Ticket of greater value, subject at all times to the availability and Full Payment of the difference in Ticket values.

8.3. SGPPPL will refund the cost of a Ticket to the Ticket Purchaser of that Ticket (subject to such Ticket having been paid in full) under the following circumstances:

(a) the entire Race is cancelled and cannot or will not be re-scheduled;

(b) the dates of the Race are changed less than three (3) months prior to the originally scheduled dates of the Race after they have been confirmed by FIA and the relevant Ticket Purchaser has confirmed in writing to SGPPPL that the Ticket Purchaser and/or the relevant Ticket Holders do not wish to attend the Race on the re-scheduled dates;

(c) SGPPPL cancels or makes a significant adverse change to the Ticket Holders' reserved seating arrangements (other than as described in Clause 7 and as determined by SGPPPL in its sole and absolute discretion) and the Ticket Purchaser and/or Ticket Holder reject any offer by SGPPPL to exchange their Tickets for Tickets of the same or lower face value to another reserved seating or general admission area;

(d) any Ticket is cancelled in accordance with Clause 7.4(b); or

(e) any other circumstances which SGPPPL deems appropriate in its sole and absolute discretion.

8.4. No refunds will be provided due to any cancellation, reduction or lack of on-track or off-track activity, such as due to (a) inclement weather or a Force Majeure Event occurring on any or all of the days of the Race; or (b) a Legitimate Ground.

8.5. Any refund requested by the Ticket Purchaser is subject to the Ticket Purchaser promptly providing SGPPPL full and complete documents and information supporting such refund request such as proof of Ticket purchase, COVID-19 serology test results, quarantine orders, hotel or flight bookings, or any other documents and information reasonably requested by SGPPPL. The Ticket Purchaser consents, and consents for and on behalf of the relevant Ticket Holder(s), to SGPPPL collecting, using, disclosing and/or processing such documents and information for the sole purpose of processing any refund request in accordance with its privacy policy published at the SGP Website.

8.6. Save for any refund of the cost of Tickets in accordance with this Clause 8 and/or any applicable Refund Policy, SGPPPL shall not be liable under any circumstances for any other loss, damage or expense suffered as a result of or in connection with (a) any change in reserved seating arrangements; (b) any Ticket cancellation; or (c) the Race (or any part thereof) being cancelled, postponed or changed, 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.

8.7. For the avoidance of doubt, only the Ticket Purchaser is entitled to request for and receive the refund, and not a Ticket Holder who is not also the Ticket Purchaser.

8.8. In the case of any refund to be made in accordance with this Clause 8 and/or any applicable Refund Policy in relation to any cancellation of Tickets purchased by a Ticket Purchaser from an Overseas Ticketing Agent, the Ticket Purchaser agrees that SGPPPL will make the refund to such Overseas Ticketing Agent of such sums SGPPPL received from such Overseas Ticketing Agent in relation to such cancelled Tickets. The Ticket Purchaser acknowledges that SGPPPL will not under any circumstance make any such refund directly to the Ticket Purchaser and it is the Ticket Purchaser's responsibility to obtain the refund from the relevant Overseas Ticketing Agent. The Ticket Purchaser shall have no rights or claims against SGPPPL in relation to any cancelled Tickets purchased from an Overseas Ticketing Agent or any refunds in relation thereto.

## 9. CIRCUIT PARK: HEALTH, ENVIRONMENTAL, SAFETY AND SECURITY ARRANGEMENTS

9.1. The Ticket Holder shall comply with:

(a) any health, environmental, safety and security arrangements, directions or notices displayed or given by the Police or officers, employees or agents of SGPPPL, FIA, FOML, FOM, and FOWC, including without limitation, all Health Directives and all other notices, directions or other requirements relating to access, attendance, security and conduct of persons at the Race, Circuit Park and each Facility;

(b) the terms and conditions of sale attaching to the Race and the terms and conditions of entry displayed at the entrances to the Circuit Park and each Facility;

(c) all laws, regulations or requirements of the Police, any governmental authorities or any authorised person (including without limitation, the FIA, FOML or FOWC) having jurisdiction over the activities of SGPPPL, the Race, and/or the use or occupancy of the Circuit Park and Facility; and

(d) all rules forbidding entry to the pit lanes.

9.2. For reasons of health, environment protection, safety and/or security, SGPPPL and its authorised personnel reserve the right in their sole and absolute discretion:

(a) to prohibit any item from being brought into the Circuit Park including any item that is prohibited under applicable laws or deemed by SGPPPL to be dangerous or unsafe, including any of the following:

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, electronic cigars and cigarettes, and any item prohibited by legislation.

The items listed above are not exhaustive and an updated list of all prohibited items will be published at the SGP Website and displayed at the entrance to the Circuit Park and/or areas designated by SGPPPL;

(b) to refuse suitcases, bags and/or any other objects being brought in to the Circuit Park (or into any area under the control of SGPPPL) whether before, during or after the Race;

(c) 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;

(d) to search any Ticket Holder at the Circuit Park for prohibited items pursuant to Clause 9.2(a) and to confiscate, destroy or retain any prohibited item found; and SGPPPL and/or its authorised security personnel shall not be responsible for any loss, damage or expense suffered in connection with such prohibited item; and

(e) to refuse any person admission or eject any person from the Circuit Park including if such person (i) is assessed by on-site medical personnel to have any COVID-19 symptoms at the point of entry to the Circuit Park (such as a temperature check); or (ii) does not comply with any Health Directive.

9.3. For the security of Ticket Holders whilst at the Circuit Park, CCTV cameras may be used at the Circuit Park. The Ticket Holder consents the collection, use, disclosure and/or processing of his/her personal information captured in any footage that may be taken of the Ticket Holder for general security measures (including without limitation, the use and/or disclosure of such personal information in any Recordings from CCTV footage to the Police for use in any proceedings) in accordance with SGPPPL's privacy policy published at the SGP Website.

9.4. Ticket Holders shall not bring any food or beverage of any description into the Circuit Park. Ticket Holders shall only purchase and consume food or beverages at designated food and beverage or hospitality facilities provided by a caterer pursuant to Clause 9.5.

9.5. SGPPPL is exclusively entitled to procure or authorise the provision of all catering, food and beverage services for any and all Facilities and may appoint caterers and such other persons as it thinks (in its sole and absolute discretion) fit to provide such catering, food and beverage services (or part thereof).

9.6. SGPPPL may, subject to applicable laws, designate one (1) or more areas within the Circuit Park as a smoking area. Smoking is not permitted anywhere in the Circuit Park outside the designated smoking areas.

9.7. Without prejudice to Clauses 9.1 and 9.2, while at the Race and/or Circuit Park, the Ticket Holder must maintain safe, prudent and respectful behaviour and comply with all health, environmental, safety and security measures and instructions implemented on-site or given by any official.

9.8. SGPPPL, the Associated Entities and their officers, employees or agents shall not be responsible for any property or personal effects of the Ticket Holders or any other person in the Circuit Park, or any destruction of property or theft at the Race and/or Circuit Park, in particular property or personal effects brought into any Facility, whether kept in a locked cabinet or otherwise.

9.9. Health risks and warnings

(a) All persons with pacemakers, implantable cardioverter-defibrillator or other medical devices which could be affected by metal detectors should contact security officials for assistance before approaching any gate.

(b) The conditions at the Race and the Circuit Park 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.

(c) As a condition of entry into the Circuit Park, each Ticket Holder acknowledges and accepts that:

(i) the Race, motor racing and the 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. 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. Attending the Race or being in or in the vicinity of the Circuit Park may involve danger and risk to their personal safety and attendance at the Race or the Circuit Park is entirely at the Ticket Holder's own risk. All accompanying adult, parent or guardian are responsible for the children under their care;

(ii) 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;

(iii) there is an inherent risk of contracting or the transmission of Communicable Disease, including COVID-19, in any place where people are present including within the Circuit Park which may result in very serious health consequences,

and each Ticket Holder (A) has considered any COVID-19 associated risks and his/her own personal circumstances, including any health conditions or vulnerability that the he/she may have, including the circumstances of any guest(s) or dependant(s) of such Ticket Holder, or any persons with whom such Ticket Holder will be in close contact following attendance at the Race; (B) assumes all risks related to the exposure to any Communicable Disease, including COVID-19; and (C) agrees to abide by all Health Directives.

Ticket Holders are reminded of and agree, accept and acknowledge the warnings, indemnities and limitation of liabilities set out in Clause 13 below.

(d) 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/paths as appropriate. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to stands, seats or areas for which the Ticket Holder is not authorised to enter, is strictly prohibited.

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

10.1. The Ticket Holders shall not make, create, store, record or transmit any kind of sound recording or visual or audio-visual footage ("Recording") of the Race (including cars, drivers, competitors) or any aspect of it, or store, record or transmit any information or other data, official timing, results, performance, telemetry weather or race control data ("Data") of, at or in relation to the Race and shall not take into the Circuit Park any equipment that may enable him or her to do the aforementioned acts (including but not limited to any telephoto lens, long lens or removable lens cameras but not including mobile telephones, still image cameras and other handheld personal communications devices, the use of which is subject to this Clause 10 and is only for the private enjoyment and non-commercial use of the person making, creating, storing, recording or transmitting the Recording, Data or any image, including photographic image and any still pictures derived or capable of being derived from a Recording ("Image")). SGPPPL may confiscate, prohibit, retain and/or remove from the Circuit Park any equipment that enables any person to make any Recording, Image or record any Data in breach of this Clause 10.1.

10.2. Save with the prior written consent of SGPPPL and FOWC or as permitted pursuant to Clause 10.1 or any social media guidelines published at the SGP Website or Formula 1 official website, the Ticket Purchaser and Ticket Holder shall not (nor shall he/she permit or otherwise enable others to) make, create, store, record or transmit any Recording, Image or Data whatsoever, whether for broadcast or any other purpose:

(a) of, at or pertaining to the Race (including cars, drivers and competitors), any Formula 1 test session or any aspect of them; or

(b) within the confines of the Circuit Park (or any part of it or its surroundings).

10.3. The Ticket Purchaser and Ticket Holder agree and acknowledge that, as a spectator, he or she may be filmed and sound made by him or her may be recorded for broadcast (or similar transmission). In this regard:

(a) FOWC and third parties authorised by FOWC may make or record films and/or other forms of moving pictures, still pictures, Recordings or any of them of the Race (including without limitation, of the Ticket Purchaser and Ticket Holder). Each Ticket Purchaser and Ticket Holder hereby consents and grants the FOWC and third parties authorised by FOWC from time to time permission to use photographs, film, tape, or other Images, likenesses or the voice of the Ticket Purchaser and/or Ticket Holder, or any Recording, in any media worldwide (including publication within and outside Singapore) and for any purpose (including but not limited to in connection with any publication, exhibition, broadcast, advertising or promotional literature, campaign or material) in perpetuity without identification, compensation or payment of any kind and the Ticket Holder waives any and all personality and privacy rights to the extent necessary to permit such use;

(b) the venues / locations at which the Race are held and all areas accessible to Ticket Purchasers and Ticket Holders are locations which are open to the public;

(c) the Recordings referred to in Clause 10.3(a) constitute reasonable expected means by which personal data may be recorded at such locations and in connection with the Race;

(d) 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;

(e) the handling or processing of any Image, Data, Recording or any of them will be otherwise subject to Clause 11; and

(f) SGPPPL and FOWC shall have the right to allow any authorised photographers and/or videographers into the Circuit Park to make Recordings for future advertising and



promotional purposes without prior permission from the Ticket Purchaser and/or Ticket Holder.

## 11. DATA PROTECTION

11.1. The Ticket Purchaser and Ticket Holders hereby agree and consent to the collection, use, disclosure and/or processing of their personal information by SGPPL (and/or their employees, agents or contractors) in accordance with the purposes as set out in its privacy policy available at the SGP Website as amended and supplemented by SGPPL from time to time at its sole and absolute discretion.

11.2. In the case where Ticket Purchasers and Ticket Holders opt-in to receive information from Formula 1, including news, surveys, offers and promotions, the Ticket Purchasers and Ticket Holders are deemed to have given their consent to the collection, use, disclosure and/or processing of their personal information directly to FOWC or its nominated affiliate for marketing and promotional purposes in accordance with FOWC's or its nominated affiliate's relevant privacy policy. SGPPL shall not be liable or responsible for the collection or processing of any personal data provided by Ticket Purchasers and Ticket Holders to FOWC's or its nominated affiliate.

11.3. The Ticket Purchaser and Ticket Holders hereby represent and warrant that all of the information provided to SGPPL (including without limitation, personal particulars) is accurate and complete. If the Ticket Purchaser and Ticket Holders provide the personal information of any third parties, the Ticket Purchaser and Ticket Holders further represent and warrant that these third parties have also consented to the terms of the SGPPL's privacy policy available at the SGP Website as amended and supplemented by SGPPL from time to time at its sole and absolute discretion, and to the collection, use and disclosure of their personal data in accordance with the aforesaid.

## 12. INTELLECTUAL PROPERTY

12.1. As a condition of public admission to the Race, Circuit Park or any non-private Formula 1 test session, the Ticket Purchaser and Ticket Holder agree that:




(a) copyright (and any other intellectual property rights) in any Image, Data or Recording of the Race, any non-private Formula 1 test session, the Circuit Park or aspect of them, that is created and/or recorded by such a member of the public, shall be assigned to FOWC with full title guarantee;

(b) no third party shall, use any such Image or Recording for any form of public advertisement, transmission or display or for profit or commercial gain or for any other purposes (except for the private enjoyment of the person creating and/or recording the Image or Recording) without the written consent of FOWC;

12.2. the names and marks associated with:

(a) FOWC, SGPPL, STB and/or their affiliates;

(b) the Race and/or the Championship including the logos and marks set out below:

		
F1®	FORMULA 1	
FIA FORMULA ONE WORLD CHAMPIONSHIP		
FORMULA 1 SINGAPORE GRAND PRIX		
SINGAPORE GRAND PRIX		

(c) off-track activities and off-track entertainment events within the Circuit Park, including live music concerts in the public spectator area of the Circuit Park and other related entertainment events; and

(d) any other official Formula 1 and/or the Championship expression and logos as may be notified to the Ticket Purchaser or Ticket Holder by SGPPL or FOWC from time to time,

(collectively, "Event IP") are (i) the exclusive property of FOWC, SGPPL, STB and/or their affiliates (as applicable); and/or (ii) licensed by FOWC, SGPPL, STB and/or their affiliates (as applicable), and that the Ticket Purchaser and Ticket Holder have not acquired and will not acquire any proprietary right, title or interest in any of the Event IP (or the goodwill attaching to them) by reason of these Conditions.

12.3. The Ticket Purchaser and Ticket Holder shall not, and shall not permit or otherwise enable any third party to:

(a) use (or permit the use of) any Event IP (including as a trading name, company name, business name, website and/or social media identifier);

(b) adopt or use (including as a trading name, company name, business name, website and/or social media identifier) any name, mark, symbol, emblem, logo, or designation which includes, or is confusingly similar to, or is a simulation or colourable imitation of, any Event IP or which takes unfair advantage of, or is detrimental to the goodwill and/or reputation of any of the Event IP and/or FOWC, SGPPL, STB or their affiliates, and/or the FIA;

(c) apply for registration of, register or maintain the registration of any trade mark, trading name, company name, business name, domain name (or any other intellectual property right) for any Event IP (or any part thereof), any composite mark which includes any Event IP (or any part thereof), or any name, mark, symbol, emblem, logo or designation described in Clause 12.3(b);

(d) directly or indirectly exploit and/or falsely create an association with the intellectual property and/or goodwill related to the Championship, the Race, SGPPL and/or the Associated Entities such that members of the public would reasonably believe that their acts were approved by SGPPL and/or the Associated Entities. No commercial brand or logo shall be included or associated with the Circuit Park or Race Track name or any building utilised for the staging of the Race and that the Circuit Park or Race Track, its name or the land upon which the Circuit Park is built will not be sponsored in any manner whatsoever; and/or

(e) transmit, broadcast, sponsor, advertise or otherwise associate its name, brand, logo, products or services with off-track activities and off-track entertainment events within the Circuit Park, including live music concerts in the public spectator area of the Circuit Park and other related entertainment events (or any aspect thereof) in any media or manner whatsoever.

## 13. INDEMNITY AND LIABILITY

13.1. 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 Associated Entities or any of their respective servants, agents or employees.

13.2. 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 without limitation, (a) any delay in providing or failure to provide the Race; or (b) contracting or alleged contracting of any Communicable Disease, including COVID-19, at the Race and/or Circuit Park).

13.3. Without prejudice to Clauses 13.1 and 13.2, 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.

13.4. 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 (including without limitation, (a) any delay in providing or failure to provide the Race; or (b) contracting or alleged contracting of any Communicable Disease, including COVID-19, at the Race and/or Circuit Park).

13.5. Ticket Purchasers and Ticket Holders are liable for and shall indemnify, defend and hold harmless SGPPL (including its directors, officers, employees, agents, consultants, contractors, guests, clients and other holders of Tickets) and the Associated Entities from and against all actions, suits, losses, damages, claims, demands, fines, costs and expenses, including without limitation, legal and other professional fees, that SGPPL or any Associated Entity may sustain (whether directly or indirectly that are made by any person (including the Ticket Purchaser and/or Ticket Holder), in connection with, arising or alleged to arise from, wholly or in part: (a) any accident, injury or death of any person or damage to the property of any person in or about the Circuit Park; or (b) any damage (other than fair wear and tear) to the Circuit Park, or the property, supporting infrastructure, equipment or amenities at the Race or any other part of the Circuit Park, caused directly or indirectly by any act or omission of the Ticket Purchaser and/or Ticket Holder.

13.6. SGPPL shall have no liability whatsoever for any act, omission, negligence or breach in connection with any terms

and conditions binding between the Ticket Purchaser and/or Ticket Holder and FOWC, and the Ticket Purchaser and Ticket Holder shall indemnify SGPPL against all losses, damages, costs and expenses incurred by SGPPL in connection with any claim brought by FOWC against SGPPL as a result of any act, omission, negligence or breach of the said terms and conditions by the Ticket Holder and/or Ticket Purchaser.

13.7. Ticket Purchasers 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.

13.8. SGPPL and the Associated Entities give 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 warranties (whether expressed or implied, whether under statute or otherwise) in respect thereof are excluded. Save for any refund which SGPPL may provide in accordance with these Conditions, SGPPL and the Associated Entities shall have no liability for any other loss (including without limitation, any direct loss, consequential loss or loss of profit), damage or expense arising out of or in connection with any (a) cancellation or abandonment of the Race (or part thereof); (b) any delay or postponement of the Race; or (c) any cancellation of Tickets or rearrangement of seating.

## 14. OFFICIAL MERCHANDISE

14.1. Official merchandising is on sale inside the Circuit Park and/or SGPPL's online store. The Ticket Holder must not at any time buy from unofficial vendors.

14.2. No commercial activities shall be conducted, and no goods (including literature) or services of any nature may be advertised or offered either free or for sale, by any person within the Circuit Park or any official car parking facility or any vicinity thereof.

14.3. 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. No advertising initiatives may be carried out by any person wearing or carrying commercial brand names and/or logos or promotional leaflets, or where such personnel move throughout the public spectator areas of the Circuit Park during the Race in order to gain exposure for such commercial brand.

14.4. The operators of trade displays in the Circuit Park are independent contractors and nothing in these Conditions is intended to or shall operate to create any association, partnership, joint venture or agency relationship of any kind between SGPPL and any trade display operator. SGPPL shall not be responsible or liable for any act or omission of any trade display operator and any of its product or services advertised or sold in the Circuit Park.

## 15. MISCELLANEOUS

15.1. 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.

15.2. 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.

15.3. The Associated Entities may enforce the terms of Clauses 9.1, 9.2, 9.7, 9.8, 9.9(c), 10, 12 and 13 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 2001.

15.4. These Conditions are governed by the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts in Singapore.

## FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2022

### HOSPITALITY PACKAGES

#### CONDITIONS OF SALE

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 have the absolute discretion to determine the offerings and entitlements (including the Hospitality Entitlements) under the Hospitality Packages. The Hospitality Packages and Hospitality Entitlements (whether published in a Brochure or otherwise) are only provisional and are subject to change if deemed necessary by SGPPL (Clause 3.1(c)).
- SGPPL shall have the discretion to determine the schedule for the Race including the dates, times and duration of the Race. The schedule for the Race and its proposed format is only provisional and is subject to change (Clause 3.2).
- In the event of inclement weather, the occurrence of any act, event or circumstance which is beyond SGPPL's reasonable control, or any reasons of health, safety or security, SGPPL shall have the discretion to delay or postpone the Race for the affected day(s), and if necessary, to cancel or abandon the Race or have the Race proceed as a closed-door event (Clause 3.3).
- SGPPL may change or remove any performances, entertainment, activities, attractions, contents, element, facilities, features, formats, participants and/or programmes in connection with the Race or remove or add rights of access to any Ticket in relation to the above (Clause 3.4).
- You must be fully vaccinated against COVID-19 to enter the Circuit Park and attend the Race (Clause 4.1). SGPPL reserves the right to impose Health Directives at any time as a condition of admittance to the Race and/or Circuit Park as SGPPL considers appropriate (Clause 4.2).
- SGPPL shall be entitled to suspend or cancel any online transaction for any reason including 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 5.6).
- 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 and Discharge of Liability and Indemnity Agreement. This form can be obtained from the website <https://www.singaporegp.sg> or ticketing counters at the Circuit Park (Clause 6.2(a)). For the avoidance of doubt, all persons regardless of age must have a valid Ticket to enter the Circuit Park (Clause 6.1(a)).
- Tickets, Hospitality Packages and Hospitality Entitlements may not be or attempted to be resold, transferred, or offered or made available for sale (Clause 6.8(b)) and may not be used for Advertising, promotional or commercial purposes unless SGPPL's prior written consent is obtained (Clause 6.8(d)).
- SGPPL may refuse to admit any person or eject any person from the Circuit Park for health, safety or security reasons, for the good order, efficient management or operation of the Race and/or the Circuit Park, or for any non-compliance, default or violation of these Conditions or applicable laws (Clause 6.10).
- 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 at SGPPL's sole and absolute discretion (Clause 8.2).
- SGPPL may cancel your Ticket, Hospitality Package or Hospitality Entitlements, or change your seating arrangement, including access to any areas, zones, facilities, entertainment or activities in the event SGPPL (a) cannot or is unable to, or (b) will no longer accommodate or provide, the original entitlements under the Hospitality Package due to a reduction in maximum attendance capacity at the Circuit Park or within any zone, facility or area of the Circuit Park or for any health, safety or security reasons (Clauses 8.3 and 8.4). Refunds will be determined in accordance with clause 10.3.
- If SGPPL is unable to obtain or maintain its rights to use the Facility or make available the Facility for any reason, including without limitation, due to (i) the occurrence of a Force Majeure Event; or (ii) any Legitimate Ground, SGPPL may at its sole and absolute discretion provide an Alternative Facility comparable to the Facility (Clause 9.1(b)).

SGPPL has the right to search for, inspect and refuse bags or other prohibited items brought or attempted to be brought into the Circuit Park (Clause 11.2(c)).

No food and beverages are to be brought into the Circuit Park (Clause 11.4).

SGPPL shall not be responsible for any property or personal effects of the Ticket Holders or any other person in the Circuit Park, or any destruction of property or theft at the Race and/or Circuit Park, in particular property or personal effects brought into any Facility, whether kept in a locked cabinet or otherwise (Clause 11.8).

You have accepted the following health risks and warnings (Clause 11.9):

All persons with pacemakers, implantable cardioverter-defibrillator or other medical devices which could be affected by metal detectors should contact security officials for assistance before approaching any gate.

The conditions at the Race and the Circuit Park may vary, including access, seating, and protection from weather, terrain and facilities available.

Motor racing and activities associated therewith are dangerous and accidents can happen and that there is a possibility of an accident causing injury, death, property damage or loss. You are responsible for all children under your care.

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.

There is a risk of contracting and transmission of Communicable Disease, including COVID-19, in any place where people are present including within the Circuit Park which may result in very serious health consequences.

You must also keep to the designated paths and steps and access all freestanding banked viewing areas with caution using steps/paths as appropriate.

SGPPL may confiscate, prohibit, retain and/or remove from the Circuit Park any equipment that makes any sound Recording or visual or audio-visual footage other than mobile telephones, still image cameras and other handheld personal communications devices for private enjoyment (Clause 12.1).

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 (Clause 15).

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

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

**"Advertising"** means any means whatsoever (whether real or virtual and howsoever displayed and whether by light, laser, moving, revolving or traditional means) whereby goods and services or the name, image, brand or style of any person is displayed or promoted including without prejudice to the generality of the foregoing:

(a) aerial, mobile or any other forms of advertising, display, demonstration, marketing or promotion in any electronic and/or digital media, or on printed material;

(b) the provision of samples of products and other "give-aways"; and

(c) advertising through Associated Persons wearing or carrying commercial brand names or logos or other types of advertising or promotional material;

**"Alternative Facility"** means an alternative Facility which SGPPL may provide in its sole and absolute discretion, in the circumstances described in Clause 9.1(b);

**"Associated Entities"** 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, any engineering project manager appointed by SGPPL, and all other persons involved in the organisation, conduct and promotion of the Race including officials, marshals, rescue and medical staff, the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies) and their respective personnel;

**"Associated Person"** means any guest, employee, officer, representative, agent, or contractor of a Client or its permitted assignee (as the case may be) attending the Race who is a Ticket Holder;

**"Booking Form"** has the meaning ascribed to it in Clause 5.5(a);

**"Brochures"** means the brochures produced by SGPPL for the Hospitality Packages as may be amended from time to time, and viewable at the SGP Website, and appointed sales points, and available by contacting SGPPL;

**"Championship"** means FIA Formula One World Championship;

**"Circuit Park"** means the temporary motor racing circuit known as Marina Bay Street Circuit in Singapore comprising the area around and within the Race Track designated for the Race and events and activities relating to the Race which shall include without limitation permanent and temporary buildings and infrastructure, amenities, spectator viewing facilities, the pit/paddock building, the Facilities, the media centre and the medical centre;

**"Client"** means any person (including any individual, partnership (including limited partnership and limited liability partnership), company or other body corporate or other legal entity) that has:

(a) completed the Booking Form and made Full Payment for Hospitality Packages(s) in accordance with these Conditions; or

(b) purchased Hospitality Package(s) through an Overseas Ticketing Agent;

**"Communicable Disease"** means COVID-19, Influenza A (H1N1-2009), SARS-CoV-1, Middle East respiratory syndrome (EMC/2012) or Avian Bird Flu in the Southeast Asian region or an outbreak of a similar contagious medical condition or disease, or in the event the World Health Organisation declares a regional (which includes the Southeast Asian region) or global epidemic or issues a health advisory against travelling to Singapore;

**"Conditions"** means:

(a) the Hospitality Packages terms and conditions of sale and entry contained herein; and

(b) the directives, guidelines, policies, rules and regulations relating to or in connection with the Race issued by (i) SGPPL; or (ii) the Event Organiser or any governmental authority and expressly incorporated or deemed to be incorporated herein by reference;

each as amended and supplemented from time to time and viewable at the SGP Website, displayed at the Circuit Park entrances and appointed sales points, and available by contacting SGPPL;

**"Event IP"** has the meaning ascribed to it in Clause 14.2;

**"Event Organiser"** means FOWC;

**"Facilities"** means the facilities constructed and made available for use during the Race for the purposes of the relevant Hospitality Packages;

**"FIA"** means Federation Internationale de l'Automobile;

**"FOML"** means Formula One Marketing Limited;

**"Force Majeure Event"** means any act, event or circumstance which is beyond SGPPL's and/or the Event Organiser's reasonable control, including without limitation:

(a) acts of god including fire, flood, earthquake, windstorm or other natural disaster;

(b) the act of any government or governmental authority, including the refusal or revocation of any licence or consent other than any such refusal or revocation by the FIA;

(c) a power failure, failure of telecommunications lines, or a failure or breakdown of plant, machinery or vehicles operated by a third party;

(d) theft, malicious damage, strike, lock out or industrial action of any kind other than by employees of SGPPL and/or the Event Organiser;

(e) war, armed conflict, terrorist attacks, civil war, explosion, nuclear, chemical or biological contamination, epidemic or pandemic;

(f) outbreak or continued outbreak of epidemic or pandemic relating to a Communicable Disease;

(g) occurrence of a catastrophic event;

(h) haze or flooding;

(i) transportation delay or breakdown; and

(j) entry restrictions to Singapore or quarantine requirements (or similar) applied by the Singapore government to enter that country;

**"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;

**"Full Payment"** means the total cost (deposit and final balance) of the Hospitality Package(s) including GST. SGPPPL shall only be deemed to have received Full Payment upon confirmation that cleared funds have been received by SGPPPL's bank;

**"GST"** means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1993;

**"Health Directive"** means any health advisory, directive, guideline, policy, restriction, regulation or rule relating to any Communicable Disease issued by any government authority, SGPPPL and/or the Event Organiser as amended and supplemented from time to time;

**"Hospitality Entitlements"** means the hospitality entitlements of the Client and its Associated Persons under the relevant Hospitality Package, which may include the provision of food and/or beverages and/or ancillary services in any dining, catered or viewing areas and/or dining or viewing facilities and other permanent or temporary facilities that are within the Circuit Park, in each case at or in connection with the Race. The details of the Hospitality Entitlements offered under each Hospitality Package (including the Facility for that package) are set out in the relevant Brochures;

**"Hospitality Package"** means a hospitality package that has been purchased by the Client in accordance with these Conditions which includes the Tickets granting the Client and its Associated Persons (a) entry to the Circuit Park and attendance at the Race; and (b) the Hospitality Entitlements;

**"Hospitality Parking Ticket"** means a ticket or sticker issued at the sole and absolute discretion of SGPPPL to a Ticket Holder permitting such Ticket Holder to park in a designated area;

**"Hospitality Work Pass"** has the meaning ascribed to it in Clause 6.6(a);

**"Image"** has the meaning ascribed to it in Clause 14.1(a);

**"Legitimate Grounds"** means any grounds which SGPPPL reasonably deems, in its sole and absolute discretion, to be in the legitimate interests of:

(a) the good order, efficient management or operation of the Race and/or the Circuit Park;

(b) the health and safety of (i) attendees at the Race and/or Circuit Park; or (ii) the general public;

(c) the security of (i) the Circuit Park; (ii) attendees at the Race; or (iii) the general public; and/or

(d) ensuring compliance with any present and future law, act, rule, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction of or by any governmental authority, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to the Race and/or the Circuit Park including any Health Directive;

**"Overseas Ticketing Agent"** means a company duly appointed by SGPPPL to sell Hospitality Packages to persons residing outside Singapore and includes SGPPPL's authorised resellers;

**"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;

**"Race"** means the FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2022 (or such other name as may be determined and approved by SGPPPL to take into account the name of the Title Sponsor) event designated and endorsed as a round of the Championship held on any or all of the following days: trial day, qualifying day and race day including all support races, support events and peripheral entertainment related thereto;

**"Race Track"** means the track on which the Race will be held comprising the racing surface up to and including the debris fencing panels, and allocated marshal areas;

**"Recording"** has the meaning ascribed to it in Clause 12.1;

**"Refund Policy"** means any refund policy that SGPPPL may develop and apply from time to time to supplement the terms and conditions of this Agreement relating to refunds and includes any amendments and supplements to such a refund policy;

**"SGPPL"** means Singapore GP Pte. Ltd. (Company Registration No. 200707649N), the promoter of the Race and exclusive distributor of the Hospitality Packages;

**"SGP Website"** means SGPPPL's official website <https://www.singaporegp.sg> including the relevant sub-pages;

**"Signage"** bridges, hoardings, placards, signs and any other structures, methods, sites, devices and other media whether temporary, including virtual, or permanent on which Advertising is capable of being affixed or displayed;

**"STB"** means Singapore Tourism Board, a statutory board established under the Singapore Tourism Board Act 1963 and having its principal office at Tourism Court, 1 Orchard Spring Lane, Singapore 247729;

**"Ticket"** means any physical or electronic ticket, pass,

credential or other document or general or specific authorisation granted by SGPPPL under a Hospitality Package;

**"Ticket Holder"** means the holder of a Ticket that has been purchased in accordance with these Conditions;

**"Title Sponsor"** means the title sponsor for the Race.

## 1.2. Interpretation

(a) The headings and sub-headings in these Conditions are inserted for convenience only and shall not affect the interpretation or construction 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); and references to persons include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state.

(c) Any reference to conduct includes without limitation, an omission, statement or undertaking, whether or not in writing.

(d) Any reference in these Conditions to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted.

(e) Where there are two (2) or more parties named as the Client, a reference to a right or obligation of the Client confers that right or imposes that obligation (as the case may be) jointly and severally.

## 2. GENERAL CONDITIONS

2.1. Any Hospitality Package purchased and the Ticket Holder's entry to and presence at the Race, the Circuit Park and/or a Facility are subject to these Conditions and any accompanying risks, obligations and responsibilities.

2.2. By purchasing a Hospitality Package, the Client is deemed to have accepted and agreed to be bound by these Conditions. It is the Client and/or Ticket Holder's responsibility to ensure it has read and understood these Conditions and any accompanying risks, obligations and responsibilities. It is also the Client's responsibility to draw its Associated Persons' attention to these Conditions and where they are made available for viewing.

2.3. These Conditions are made available on the SGP Website and appointed sales points, and available by contacting SGPPPL. The Client and Ticket Holders are reminded to check regularly for the most updated version of these Conditions.

2.4. SGPPPL may at any time in its sole and absolute discretion supplement, amend or vary any provision of these Conditions and publish them on the SGP Website. If the Client or Ticket Holder does not consent to such supplementation, amendment or variation, the Client and/or Ticket Holder shall not use any Ticket for purposes of entry to the Race, Circuit Park or any Facility. If, following such supplementation, amendment or variation, the Client and/or Ticket Holder nevertheless uses the Ticket to enter the Race, Circuit Park and/or any Facility, the Client and/or Ticket Holder shall be deemed to have irrevocably consented to such supplementation, amendment or variation and to have agreed to be bound thereby.

2.5. The Hospitality Packages sold and Tickets issued thereunder may be subject to additional terms and conditions imposed by the Event Organiser. It shall be the responsibility of the Client and Ticket Holder to obtain details of the Event Organiser's terms and conditions.

## 3. ALTERATIONS TO RACE, HOSPITALITY PACKAGES AND HOSPITALITY ENTITLEMENTS

### 3.1. Hospitality Packages and Hospitality Entitlements

(a) All Hospitality Packages and Hospitality Entitlements are provided on an as-is where-is basis.

(b) SGPPPL makes no representation, warranty or guarantee (whether expressed or implied under statute or otherwise) in respect of the condition, fitness for purpose, quality, nature, suitability, appropriateness or otherwise of any Facility (or any area therein), Hospitality Package or Hospitality Entitlement, and all such representation, warranty and guarantee are expressly excluded. The Client acknowledges that it has conducted its own assessment prior to making any purchase.

(c) SGPPPL shall have the sole and absolute discretion to determine the offerings and entitlements (including the Hospitality Entitlements) under the Hospitality Packages. The Hospitality Packages and Hospitality Entitlements (whether published in a Brochure or otherwise) are only provisional and are subject to change if deemed necessary by SGPPPL, including without limitation, due to (i) operational or technical reasons; (ii) an occurrence of a Force Majeure Event; or (iii) on any Legitimate Ground. Such changes may include, but are not limited to, changes in the location of the Facility, menu or services offered under the Hospitality Packages and/or Hospitality Entitlements.

(d) SGPPPL may assign its rights under these Conditions to any third party and may perform its obligations (including without limitation, the provision of the Hospitality Entitlements) under these Conditions through any third party without the consent of the Client. The rights of the Client under these Conditions are personal to the Client and may not be assigned or sub-licensed or otherwise transferred by the Client, save in accordance with Clause 7.

3.2. SGPPPL and/or the Event Organiser shall have the sole and absolute discretion to determine the schedule for the Race including the dates, times and duration of the Race. The schedule for the Race (whether published or otherwise) and its proposed format are only provisional and are subject to changes if deemed necessary by SGPPPL and/or the Event Organiser, including without limitation, due to an occurrence of a Force Majeure Event or on any Legitimate Ground.

3.3. In the event of (i) inclement weather or a Force Majeure Event occurring on any or all of the days of the Race; or (ii) if there is a Legitimate Ground to do so, SGPPPL and/or the Event Organiser shall have the sole and absolute discretion to delay or postpone the Race for the affected day(s), and if necessary, to cancel or abandon the Race, or have the Race proceed as a closed-door event. In this regard:

(a) the Race may resume after such delay or postponement; and

(b) if the Race is cancelled or abandoned (in whole or in part), or proceeds as a closed-door event, SGPPPL will make a refund according to Clause 10 and/or the Refund Policy (if any) without any liability to arrange a substitute event.

3.4. SGPPPL reserves the right to change or cancel any of the following, or limit or remove access for any Ticket holder to any of the following, at SGPPPL's sole and absolute discretion for any reason, including without limitation, due to an occurrence of a Force Majeure Event or on any Legitimate Ground:

(a) any Hospitality Package or Hospitality Entitlement;

(b) any entertainment activity, facility or line-up that is not part of the Hospitality Entitlement;

(c) any Circuit Park facility that is not part of the Hospitality Entitlement;

(d) the placement and accessibility of big screens; or

(e) any other activity, attraction, content, element, facility, feature, format, participant and/or programme relating to or in connection with the Race or Circuit Park that is not part of the Hospitality Entitlement.

In the event of any change or cancellation to a Hospitality Package or Hospitality Entitlement, SGPPPL will use its best efforts to offer a substitute or replacement of comparable value. The foregoing (b) to (e) are not guaranteed as part of the Hospitality Package price and SGPPPL shall not have any liability to (i) make any refund in respect thereof save as otherwise provided in Clause 10 and/or the Refund Policy (if any); or (ii) arrange any substitute or replacement of the same.

3.5. The Client acknowledges that it is fully responsible for taking out adequate insurance cover for itself and on behalf of its Associated Persons against any loss, damage or expense the Client or its Associated Persons may suffer as a result of cancellation, abandonment or postponement of the Race.

## 4. COVID-19 PRECAUTIONS

4.1. All Ticket Holders (regardless of age) must be fully vaccinated against COVID-19 to enter the Circuit Park and attend the Race. The Ticket Holder's vaccination status will be generally determined according to the prevailing guidelines published by the Singapore Ministry of Health. However, SGPPPL, the Event Organiser or the relevant governmental authority may at its discretion impose different or additional COVID-19 vaccination requirements for the purposes of the Race.

4.2. SGPPPL and/or the Event Organiser reserves the right to impose and/or update their Health Directives at any time as a condition of admittance to, and/or in relation to behaviour at, the Race, the Circuit Park and/or any Facility as SGPPPL or the Event Organiser considers appropriate, taking into account current circumstances at that time or in response to any issued Health Directive. To the extent that SGPPPL's Health Directives conflict with the provisions hereunder, in particular Clauses 6 and 8 to 15, SGPPPL's Health Directives will apply and prevail.

4.3. Ticket Holders are strongly advised to check the Singapore Ministry of Health website <https://www.moh.gov.sg/covid-19>, the SGP Website, and notices displayed in the Circuit Park and each Facility for up-to-date information on COVID-19 in Singapore and any COVID-19 requirements, changes or updates concerning the Race. By entering the Circuit Park and/or any Facility, the Ticket Holder assumes all risks related to the exposure to any Communicable Disease, including COVID-19, in accordance with Clause 11.9(c)(iii).

4.4. SGPPPL reserves the sole and absolute discretion to refuse to admit any person into the Circuit Park who is not vaccinated or deemed by SGPPPL not to be vaccinated against COVID-19, in which case SGPPPL shall not be liable for any loss, damage or expense suffered by such person and persons accompanying him/her, 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.

## 5. HOSPITALITY PACKAGE BOOKINGS

5.1. Hospitality Packages will be sold on a first come, first served, best seat basis, subject to availability. SGPPPL reserves the right to determine all Hospitality Package prices which may be subject to changes from time to time. Unless specifically stated, Hospitality Package prices do not include any goods or services other than the Hospitality Entitlements, entry to the Circuit Park and attendance at the Race.



5.2. The maximum number of Hospitality Packages that may be purchased by any one person and the maximum number of Tickets under each Hospitality Package shall be determined by SGPPPL at its sole and absolute discretion and may be changed from time to time depending on the prevailing Health Directives.

5.3. Unless otherwise stated, all quoted prices on the Brochures, the SGP Website and SGPPPL's invoices are exclusive of GST or any other applicable taxes.

5.4. Bookings, cancellations and alterations

(a) A Hospitality Package booking shall be made by the Client by sending to SGPPPL a duly completed and signed booking form in such form and manner as SGPPPL may prescribe from time to time ("Booking Form"). Subject to Clauses 5.5(b), 5.5(c) and 5.6, the Client shall be liable to pay to SGPPPL the cost of the Hospitality Packages set out in the invoice issued by SGPPPL upon its acceptance of the booking.

(b) Cancellation of any booking must be made in writing to SGPPPL. The effective cancellation date shall be deemed to be on the first working day on which the cancellation letter or email is received by SGPPPL. Depending on the effective cancellation date, cancellation charges may apply according to a Refund Policy.

(c) Alterations to bookings may only be made in accordance with this Clause 5.4(c). The Client may only request for its booking to be decreased by no more than 20% of the value of the original booking anytime up to the date falling 12 weeks before the first day of the Race, subject to SGPPPL's approval and the payment of an administration fee of 25% of the value of the cancelled portion of the booking. SGPPPL shall not be obliged to accept any alteration request on or after the first day of the Race.

(d) SGPPPL will only issue to the Client the confirmation letter/ receipt of its booking and the Tickets upon receipt of Full Payment.

5.5. Deposits and payments

(a) Deposits

(i) If the Booking Form is received by SGPPPL prior to 1 July 2022, 0000 hours (SGT) and SGPPPL accepts the booking, a non-refundable deposit of 50% of the cost of the booked Hospitality Package(s) shall become immediately due and payable by the Client. The balance cost of the booked Hospitality Package(s) shall be paid by the Client within 30 days of the date of the invoice issued by SGPPPL, or 12 weeks prior to the first day of the Race, whichever is earlier.

(ii) If the Booking Form is received by SGPPPL after 1 July 2022, 0000 hours (SGT) and SGPPPL accepts the booking, Full Payment shall become immediately due and payable by the Client.

(b) All payments shall be made by way of:

(i) the payment gateway integrated on the SGP Website;

(ii) cashier's order, company cheque or banker's draft drawn on a bank licensed in Singapore and made out to Singapore GP Pte. Ltd. (personal cheques will not be accepted); or

(iii) electronic fund transfer to the account of Singapore GP Pte. Ltd.

Beneficiary Name: SINGAPORE GP PTE. LTD.

Beneficiary Bank: OVERSEA-CHINESE BANKING CORPORATION LTD SINGAPORE

Account No: 581-201670-001

Swift Code: OCBSCGSG

Address: 65 CHULIA STREET #10-00, OCBC CENTRE, SINGAPORE (049513)

(c) If insufficient funds are available or if any required payment cannot be completed in full, the booking transaction will not be completed and will be voided.

(d) Any late payment by the Client may result in cancellation of the booking of the Hospitality Packages (or any part thereof) and forfeiture of any part payment made earlier. In cases where any payment payable by the Client is overdue, SGPPPL reserves the right at all times to charge the Client interest on any amount due or payable to SGPPPL from the Client at the interest rate of two percent (2%) per month calculated and compounded in such manner as may be determined by SGPPPL from time to time, until such overdue payment is received in full by SGPPPL.

5.6. SGPPPL shall be entitled to, at any time prior to or at the point of Ticket collection and/or delivery, cancel, suspend, reject and/or reverse any Hospitality Package sale transaction howsoever made, without providing reasons, including without limitation, on the suspicion of use of fraudulent or unauthorised credit card and/or to prevent the delivery of Ticket(s) which are the subject of a suspected illegal transaction, in which event, SGPPPL shall not be liable for any loss or damage whatsoever arising therefrom.

5.7. Overseas Ticketing Agents

In cases where Hospitality Packages are booked through Overseas Ticketing Agents, the relevant terms and conditions of the Overseas Ticketing Agents may apply instead of the provisions under Clause 5.5, 5.6, 6.4 and 6.5. It shall

be the responsibility of the Clients and potential Clients to obtain details of the Overseas Ticketing Agents' terms and conditions.

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

6.1. Access and entry

(a) All persons regardless of age must have a valid Ticket to enter the Circuit Park. The Ticket Holder must present his/her Ticket on request by SGPPPL and/or its authorised security personnel. SGPPPL reserves the right not to admit a person who does not or is unable to present his/her Ticket and may require that person to immediately leave the Circuit Park or the relevant Facility.

(b) The Ticket Holder is only permitted access to the such areas of the Circuit Park and Facility(ies) as granted by his/her Ticket, and shall not enter any other Facilities or restricted areas designated by SGPPPL or the Event Organiser.

(c) There shall be no admission or re-admission to the Circuit Park before the opening time and one (1) hour before the closing time of the Circuit Park. Opening and closing times of the Circuit Park gates and the Facilities can be found on the SGP Website.

(d) Tickets are non-transferable on the day or during the day of presentation. Upon entry to the Circuit Park or any Facility, the Ticket Holder's hand might be stamped/tagged and if so, the stamp/tag must be shown together with a valid Ticket for that day to regain entry.

6.2. Children

(a) Children below the age of seven (7) will only be admitted if his/her parent/guardian signs a letter of undertaking to indemnify SGPPPL from any liability arising from their decision to bring with them children under the age of seven (7). This letter can be obtained at the SGP Website or the ticketing assistance counters at the Circuit Park.

(b) Any person under the age of 12 (or in the case of a Facility, any person under the age of 18) must be accompanied and supervised at all times by his or her parent or guardian who must also hold a Ticket.

6.3. The Client and/or Ticket Holder must keep their Tickets safe and in good condition. Defaced, illegible or tampered Tickets may be invalidated. SGPPPL is not obliged to replace a Ticket or issue a duplicate Ticket under any circumstances, including but not limited to, any loss or theft of the Ticket. SGPPPL may, however, in its sole and absolute discretion agree to replace a Ticket which has been lost or stolen provided that:

(a) SGPPPL is informed as soon as reasonably practicable;

(b) the Client is able to verify and authenticate its Ticket purchase through supporting documents including proof of purchase;

(c) the Client is able to produce a Police report reporting the loss or theft of the Tickets, and a written letter specifying the number of, type of and allocation of Tickets lost or stolen and confirming that the Client authorises the issuance of new Tickets; and

(d) the Client pays a nominal administrative charge per Ticket for the replacement of the lost or stolen Ticket.

6.4. All Tickets will show the Client and/or its Associated Person's company or individual identification. In the case of assigned Hospitality Packages in accordance with Clause 7, the assignee's and/or its Associated Persons' identification will be shown instead. SGPPPL must be advised in writing of any change in the Client and/or its Associated Person's company or individual name on or before 1 July 2022. If any notification of change is made after the said date, Tickets will not show the amended company or individual name.

6.5. Tickets may at SGPPPL's sole discretion be issued electronically. However, in the case SGPPPL issues physical Tickets:

(a) for Hospitality Packages booked on or before six (6) calendar weeks prior to the first Race day, Clients can elect in its Booking Form to receive their Tickets by collection, or delivery by courier or postal service and the Client will bear all applicable tax and courier, delivery and/or postal charges incurred in relation or ancillary thereto as provided on the SGP Website. In order to receive Tickets via local courier, a street address must be provided on the Booking 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). In order to receive Tickets via international courier, an address must be provided on the Booking Form;

(b) for Hospitality Packages booked after six (6) calendar weeks prior to the first Event day, Tickets must be self-collected by the Client from a designated location outside the Circuit Park;

(c) the risk in the Tickets shall pass to the Client upon being delivered to the courier or postal company in Singapore. SGPPPL shall not be responsible for (A) Tickets lost or misplaced by the courier or postal company delivery; (B) non-delivery of the Tickets; or (C) delivery of the Tickets to a third party other than the Client;

(d) it is the sole responsibility of the Client to promptly notify SGPPPL of any changes in address prior to the Tickets being dispatched or any non-receipt of Tickets via the booking

hotline found at the SGP Website. SGPPPL reserves the right to levy an additional charge for issuing replacement Tickets and documents arising from non-delivery of the Tickets.

6.6. Hospitality working access pass

(a) A minimum of one (1) hospitality working access pass ("Hospitality Work Pass") will be issued by SGPPPL to the Client for every 50 Tickets booked by the Client under its Hospitality Package solely for the purpose of permitting holders of such passes working access to and around areas of the Facility of the relevant Hospitality Package at stipulated times prior to the Race.

(b) The holder of a Hospitality Work Pass shall not enter any unauthorised areas including any other Facility or any section of the Facility reserved for any other Client. The holders of Hospitality Work Passes shall not be entitled to any Hospitality Entitlements.

(c) SGPPPL reserves the right in its sole and absolute discretion to issue additional Hospitality Work Passes to the Client and to impose such conditions to their use as SGPPPL deems fit or necessary.

(d) The provisions of these Conditions that are applicable to Tickets and Ticket Holders shall apply with appropriate modifications to Hospitality Work Passes and the holders of Hospitality Work Passes. The Client shall ensure that holders of Hospitality Work Passes comply with these Conditions where applicable.

6.7. Ticket Holders shall be responsible for all immigration, customs and legal requirements of any relevant authority for entry into Singapore (including, but not limited to, obtaining an entry visa or permit of any kind) at their own cost and expense. No exchanges, refunds or replacements of Hospitality Packages or Hospitality Entitlements will be made due to any Ticket Holder's failure to comply with such requirements or his/her inability to obtain (or his/her denial, cancellation, expiration or revocation of) an entry visa or permit, for any reason whatsoever. Ticket Holders are advised to review all immigration, customs and legal requirements for entry into the Singapore prior to purchasing any Hospitality Package.

6.8. Prohibition against Hospitality Package/Ticket on-selling and unauthorised Tickets

(a) SGPPPL shall retain the exclusive right to market, sell and distribute Hospitality Packages on any and all platforms, in any media or manner whatsoever, whether sold, marketed or distributed individually or bundled in a package.

(b) Hospitality Packages and Tickets shall not be or attempted to be resold, transferred, or offered or made available for sale (in each case, whether for free or otherwise, or in any form or manner, or whether as a package with accommodation, transportation, food, beverage and/or other ancillary item, experience, products or service in the course of business or otherwise) unless in accordance with Clause 7 or SGPPPL's prior written consent is obtained. SGPPPL may, in its discretion, refuse to accept and/or cancel Hospitality Package bookings from anyone it believes plans to offer Hospitality Packages and/or Tickets for resale.

(c) Hospitality Packages and Tickets shall not be purchased or obtained from or through any commercial agent, company or otherwise than directly from SGPPPL (or its appointed authorised agents such as Overseas Ticketing Agents), unless the prior written consent of SGPPPL is obtained, whose consent, if given, may attach any terms and conditions SGPPPL deems fit thereto.

(d) Hospitality Packages and Tickets shall not be used for Advertising, promotional or commercial purposes (including without limitation, trade incentives, prizes, competitions, contests, sweepstakes, raffles, tombolas, lotteries, or draws, whether for commercial or charitable purposes) without the prior written consent of SGPPPL and FOML, who may withhold such consent at their sole and absolute discretion.

(e) Any person using or seeking to use a Hospitality Package or Ticket (i) obtained from sources not authorised by SGPPPL or its appointed authorised agents; or (ii) obtained in breach of these Conditions, in order to gain or provide someone entry to or remain at the Circuit Park or any Facility, may be refused admission or ejected from the Circuit Park or any Facility, and may be liable to legal action.

6.9. Any Hospitality Package or Ticket obtained in breach of these Conditions shall be void and all rights conferred or evidenced by such Hospitality Package or Ticket (as the case may be) shall be nullified. SGPPPL reserves the right to retain, confiscate, cancel or void (in the sole and absolute discretion of SGPPPL) any Hospitality Package or Ticket held by any person (a) reasonably determined by SGPPPL to be in breach of these Conditions without any liability to make any refund in respect thereof; or (b) on Legitimate Grounds.

6.10. SGPPPL reserves the sole and absolute discretion to refuse to admit any person into or eject any person from the Race, Circuit Park and/or any Facility:

(a) whose presence within the Circuit Park and/or any Facility is, or could (in SGPPPL's reasonable opinion), constitute a source of danger, nuisance or annoyance to any other person(s);

(b) whose presence under (in SGPPPL's reasonable opinion) any circumstances gives rise to health and safety, environmental and/or security concerns;

(c) who fail to comply with or is in breach of these Conditions

including any Health Directive;

(d) who violate or attempt to violate any applicable law; and/or

(e) on any other Legitimate Grounds;

and in each case, in respect of the Client and/or a Ticket Holder in default:

(i) the Client and/or Ticket Holder shall be deemed to have forfeited its rights but not its obligations under these Conditions;

(ii) SGPPPL shall not be obliged to refund the cost of any Hospitality Package or Ticket;

(iii) SGPPPL will be free to cancel, re-sell, confiscate and/or void (in the sole and absolute discretion of SGPPPL) any Hospitality Package or Ticket held by the Client and/or Ticket Holder who is in default;

(iv) SGPPPL shall be entitled to demand that the Client and/or Ticket Holder unconditionally and irrevocably constitutes and appoints SGPPPL 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 Client and/or Ticket Holder who is in default; and

(v) the forfeit of any monies pursuant to Clause 6.10(i) shall not preclude any other rights which SGPPPL may have under these Conditions or all other rights and remedies available to SGPPPL at law, in equity, under contract or otherwise.

## 7. ASSIGNMENTS

7.1. A Hospitality Package may be assigned in its entirety to one company or individual for the length of the Hospitality Package in question subject to the prior written consent of SGPPPL, and such consent shall be exercisable in SGPPPL's sole and absolute discretion and may include such terms and conditions as SGPPPL deems fit. The Hospitality Package shall not be broken up and assigned on an individual session, or sessions, basis, and must be an assigned as one entire package.

7.2. Any request to assign any Hospitality Package must be made in writing with full details of the assignee and directed to the Corporate Sales Manager of SGPPPL.

7.3. In the event of any such assignment is consented to by SGPPPL:

(a) the Conditions applicable to Ticket Holders shall apply, with appropriate modifications, to such assignee and its Associated Persons; and

(b) the original Client shall:

(i) remain bound by these Conditions;

(ii) be liable and held responsible for any breach or non-compliance of these Conditions by the assignee and/or its Associated Persons; and

(iii) indemnify SGPPPL against any and all losses, damages, costs and expenses howsoever incurred in relation to any breach or non-compliance of these Conditions by the assignee and/or its Associated Persons.

## 8. SEATING AND VIEWING ARRANGEMENTS

8.1. Any authorised impression or map of the Circuit Park or any Facility is provided as a guide only to the approximate locations of seating, viewing areas and other conveniences and attractions in the Circuit Park, any Facility and around the Race Track, and may not be drawn to scale. SGPPPL reserves the right to determine the actual and final location of and details concerning seating, viewing areas and other conveniences and attractions without providing notice. The Client and Ticket Holders acknowledge and accept that no reliance is placed on such impression or map of the Circuit Park or any Facility when purchasing a Hospitality Package or upon entry to the Circuit Park or any Facility.

8.2. SGPPPL will endeavour to arrange for seats with minimal restrictions on the view or restricted leg room, subject to availability. The Client and Ticket Holders acknowledge that such seats may not be available and that natural or man-made obstructions (including objects or structures put up by SGPPPL, the Event Organiser or the Associated Entities) may impede viewing in some areas. For the avoidance of doubt, no refund will be given to the Client for seats with restricted views or leg room.

8.3. SGPPPL reserves the right to change the arrangements and plans of any seating, viewing area, or other convenience or attraction for any reason in its sole and absolute discretion, without any liability to make any refund in respect thereof.

8.4. In the event SGPPPL (i) cannot or is unable to; or (ii) will no longer accommodate or provide, the original seating entitlement attached to a Ticket due to (A) a reduction in maximum attendance capacity at the Circuit Park, any Facility or within each segregated zone or area of the Circuit Park or Facility, in line with any Health Directive; or (B) any Legitimate Ground, SGPPPL has the sole and absolute discretion to either:

(a) make changes to the Ticket Holder's seating arrangement, in which case no refund will be made; or

(b) cancel such Ticket or seating entitlement, in which case, SGPPPL will refund the Client in accordance with Clause 10 and/or the Refund Policy (if any).

## 9. FACILITIES

### 9.1. Availability, nature and location

(a) SGPPPL reserves the right to determine in its sole and absolute discretion and impose any conditions it deems fit, the nature and location of any Facility and any dedicated areas within any Facility in all respects at the Race including, whether or not (and if so, any conditions upon which) SGPPPL may provide grandstand or viewing gallery seating and if provided, the type and position of any grandstand or viewing gallery seating so provided.

(b) If SGPPPL is unable to obtain or maintain its rights to use the Facility or make available the Facility for any reason, including without limitation, due to (i) the occurrence of a Force Majeure Event; or (ii) any Legitimate Ground, SGPPPL may at its sole and absolute discretion provide an Alternative Facility comparable to the Facility. In the event SGPPPL is unable to or fails to provide the Facility or an Alternative Facility, save for any refund to be given in accordance with Clause 10 and/or the Refund Policy (if any), SGPPPL shall not in any event be liable to the Client for, and the Client hereby releases and discharges SGPPPL against any claim, loss (including without limitation, any indirect loss, consequential loss or loss of profit), damage, cost and/or expense that may be suffered by the Client as a result of SGPPPL failing to provide the Facility or an Alternative Facility.

(c) While SGPPPL endeavours to offer the best view possible from the Facilities to all spectators, the nature of a street circuit is such that SGPPPL cannot guarantee a completely unobstructed view from all angles of the Facilities due to existing Race infrastructure and the Client and Ticket Holders shall accept such views provided to them.

### 9.2. Alterations to Facility: Interior branding, decoration and theming

(a) If the Client wishes to carry out interior branding works at its corporate suit within a Facility, the Client shall:

(i) obtain SGPPPL's prior written consent, and submit all artwork, drawings and plans using the standard interior branding templates provided by SGPPPL (and any subsequent changes thereto) for SGPPPL's written approval; and

(ii) engage and directly liaise with SGPPPL's appointed vendor(s).

(b) Where the Client or any of its Associated Person is permitted use of a dedicated area within a Facility (as determined by SGPPPL at its sole and absolute discretion), the Client may decorate or theme the interior of such dedicated area at its own cost and expense, provided always that the Client obtains the prior written approval of SGPPPL and subject always to these Conditions.

(c) Any interior branding, decoration or theming carried out by the Client and/or any of its Associated Person in its dedicated area or corporate suite within the relevant Facility pursuant to (a) and (b) above, shall be subject always to the following:

(i) the Client and/or its Associated Persons shall be fully responsible for transporting all interior branding, decorating or theming materials and property to such dedicated area or corporate suite within the relevant Facility (as the case may be) and shall bear all costs and expenses in connection therewith;

(ii) the Client shall not and ensure that its Associated Persons do not:

(A) affix, display, erect, install, paint, attach or otherwise exhibit within or outside the relevant Facility or other areas in which Hospitality Entitlements are offered (including on any hospitality providers' sites, personnel, products and services) any commercial brand names, logos, Advertising or Signage of any kind unless SGPPPL's prior written approval is obtained (which may be subject to such terms and conditions that SGPPPL may impose at its sole and absolute discretion), save as permitted under Clause 9.2(a), 9.2(b) or 9.3; or

(B) interfere or cause any loss or damage to (I) the Facility or any area within the Facility; or (II) any decoration, equipment, fixture or fitting therein, including, without limitation lightings, doors, audio-visual equipment, shutters, signages, closed-circuit television cameras, fire detection and fire-fighting installations and equipment, and washroom fittings.

(d) There shall not be any alteration or addition to (i) the Facility or any area within the Facility save as permitted under Clause 9.2(a) or 9.2(b); or (ii) any use of the Facility other than the use contemplated by the Client's Hospitality Package in accordance with these Conditions, without the prior written consent of SGPPPL (which consent shall be exercisable in SGPPPL's sole and absolute discretion and may include such conditions as SGPPPL deems fit).

(e) The Client is liable for and shall indemnify SGPPPL against any claim, loss (including without limitation, any indirect loss, consequential loss or loss of profit), damage, cost and/or expense arising from or connected with:

(i) any alteration or addition to the Facility or any area within the Facility requested or made by the Client or any of its Associated Person;

(ii) the transport, installation, erection, display, use, safekeeping, dismantling and/or removal of any interior branding, decorating or theming material or property of the Client or any of its Associated Person; and

(iii) any breach or non-compliance with this Clause 9.2.

### 9.3. Signage, Advertising and Promotions

(a) The only corporate Signage permitted to be located outside the Hospitality Package corporate suite is restricted to the 60cm x 30cm entrance sign supplied in the Hospitality Package by SGPPPL. The Client shall provide to SGPPPL the following content for inclusion in such corporate Signage no later than such deadline as SGPPPL may publish on SGPPPL's website or otherwise advise to the Client:

(i) the Client's corporate logo, logo specification guidelines or specified text; and

(ii) the business or trading name of the Client or, in the case of an individual, the first name and/or surname only.

(b) Without prejudice to Clause 16, save for the aforementioned corporate Signage, no Advertising by the Client, any Ticket Holder or any other person will be permitted within the Circuit Park or surrounding precinct without the prior written consent of the Corporate Sales Manager of SGPPPL.

### 9.4. Contractors, vendors and suppliers

(a) The Client is required to engage and use the official contractors, vendors and suppliers appointed by SGPPPL for any services required by the Client in or about the Facility, where such services are offered by them.

(b) In the case the Client is unable to procure any required service from the official contractors, vendors and suppliers appointed by SGPPPL, the Client shall obtain SGPPPL's prior written consent prior to engaging its own contractor, vendor or supplier to provide such service, provided always that the Client shall ensure that no contractor, vendor or supplier engaged by the Client shall have any official status, designation, sponsorship or Advertising rights of any kind in respect of the Race, the Championship, or SGPPPL, the Event Organiser or the Associated Entities.

(c) Such official contractors, vendors and suppliers appointed by SGPPPL are independent contractors and nothing in these Conditions is intended to or shall operate to create any association, partnership, joint venture or agency relationship of any kind between SGPPPL and any contractor, vendor or supplier. SGPPPL shall not be responsible or liable for any act or omission of any contractor, vendor or supplier and any of its product or services offered to the Client and/or its Associated Persons.

9.5. The Client shall comply and procure its Associated Persons to comply with these Conditions and all directions, guidelines, instructions, notices, orders, rules, recommendations, regulations, requests and/or requirements issued by SGPPPL (as amended or supplemented from time to time) relating to or in connection with the Facilities.

### 9.6. Attire, pets and parking

(a) All Associated Persons entering the Facility must be at least in smart casual attire. For the avoidance of doubt, open-ended footwear, uncollared shirts, shorts or beach wear are not permitted. SGPPPL and/or the Event Organiser reserves the right to refuse or restrict entry to the Facility, and may request the departure from the Facility, of any person SGPPPL and/or the Event Organiser deems to be dressed or behaving inappropriately.

(b) No pets shall be allowed into the Facility.

(c) Hospitality Parking Tickets are issued at the sole and absolute discretion of SGPPPL and with any conditions that SGPPPL deems fit. All hospitality parking places shall be situated outside the Circuit Park.

## 10. REFUNDS AND EXCHANGES

10.1. Hospitality Packages, Hospitality Entitlements and Tickets cannot be exchanged or refunded under any circumstances (including, but not be limited to (a) the possible non-appearance of any particular person, group or personality expected by the Client or the Ticket Holder, whether expected to enter the Race or not and whether advertised or not; (b) any variations to the programs, conveniences and/or attractions; or (c) any adverse weather conditions or any circumstances beyond the reasonable control of SGPPPL) except as provided in this Clause 10 and/or the Refund Policy (if any), or unless SGPPPL otherwise agrees in writing at its sole and absolute discretion. For the avoidance of doubt, the Hospitality Entitlements shall not be exchangeable for cash/money or any other items.

10.2. The Client may cancel or alter its Hospitality Package only in accordance with Clause 5.5(b) or 5.5(c).

10.3. SGPPPL will refund the cost of a Hospitality Package to the Client (subject to such Hospitality Package having been paid in full) under the following circumstances:

(a) the entire Race is cancelled and cannot or will not be re-scheduled;

(b) the dates of the Race are changed less than three (3) months prior to the originally scheduled dates of the Race after they have been confirmed by FIA and the Client has confirmed in writing to SGPPPL that the Client and Ticket Holders do not wish to attend the Race on the re-scheduled dates;

(c) SGPPPL cancels or makes a significant adverse change to the Ticket Holders' reserved seating arrangements under the Client's Hospitality Package (other than as described in



Clause 8 and as determined by SGPPPL in its sole and absolute discretion) and the Client and its Associated Persons reject any offer by SGPPPL to exchange their Tickets for Tickets of the same or lower face value to another reserved seating or general admission area;

(d) Tickets under the Client's Hospitality Package are cancelled in accordance with Clause 8.4(b); or

(e) any other circumstances which SGPPPL deems appropriate in its sole and absolute discretion.

In the case of (c) or (d), if SGPPPL is still able to offer the relevant Hospitality Package notwithstanding a reduction in number of Tickets provided and the Client accepts the same in writing, subject to any Refund Policy, SGPPPL will refund the value of monies received by SGPPPL for the cancelled Tickets (reasonably determined by SGPPPL at its sole and absolute discretion).

10.4. No refunds will be provided due to any lack of on-track or off-track activity, such as due to inclement weather, provided that SGPPPL has otherwise provided the Hospitality Benefits.

10.5. Any refund requested by the Client is subject to the Client promptly providing SGPPPL full and complete documents and information supporting such refund request such as proof of Ticket purchase, COVID-19 serology test results, quarantine orders, hotel or flight bookings, or any other documents and information reasonably requested by SGPPPL. The Client consents, and consents for and on behalf of its Associated Persons, to SGPPPL collecting, using, disclosing and/or processing such documents and information for the sole purpose of processing any refund request in accordance with its privacy policy published at the SGP Website.

10.6. Save for any refund of the cost of the Hospitality Package or Tickets in accordance with this Clause 10 and/or any applicable Refund Policy, SGPPPL shall not be liable under any circumstances for any other loss, damage or expense suffered as a result of or in connection with (a) any change in reserved seating arrangements or any Hospitality Entitlement; (b) any cancellation of Hospitality Package, Hospitality Entitlement or Ticket; or (c) the Race (or any part thereof) being cancelled, postponed or changed, 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.

10.7. For the avoidance of doubt, only the Client is entitled to request for and receive the refund, and not its Associated Persons, assignee or the assignee's Associated Persons (pursuant to clause 7).

10.8. In the case of any refunds payable in relation to cancelled Tickets purchased by a Client from an Overseas Ticketing Agent, SGPPPL will refund to the Overseas Ticketing Agent the sums it received from the Overseas Ticketing Agent in relation to the cancelled Tickets. SGPPPL will not refund directly to the Client. The Client must obtain any refunds from the relevant Overseas Ticketing Agent and shall have no rights against SGPPPL in relation to cancelled Tickets or any refunds.

## 11. CIRCUIT PARK AND FACILITIES: HEALTH, ENVIRONMENTAL, SAFETY AND SECURITY ARRANGEMENTS

11.1. The Client shall comply, and ensure compliance by its Associated Persons, with:

(a) any health, environmental, safety and security arrangements, directions or notices displayed or given by the Police or officers, employees or agents of SGPPPL, FIA, FOML, FOM, and FOWC, including without limitation, all Health Directives and all other notices, directions or other requirements relating to access, attendance, security and conduct of persons at the Race, Circuit Park and each Facility;

(b) the terms and conditions of sale attaching to the Race, Hospitality Package, Hospitality Entitlements and/or Ticket and the terms and conditions of entry displayed at the entrances to the Circuit Park and each Facility; and

(c) all laws, regulations or requirements of the Police, any governmental authorities or any authorised person (including, without limitation, the FIA, FOML or FOWC) having jurisdiction over the activities of SGPPPL, the Race, and/or the use or occupancy of the Circuit Park and Facility;

(d) all instructions displayed within the Facility (for example, signs indicating no smoking and no glassware on Sky Suite terraces), and the Client and its Associated Persons shall be responsible for all claims resulting from any breach of these instructions; and

(e) all rules forbidding entry to the pit lanes.

11.2. For reasons of health, environment protection, safety and/or security, SGPPPL and its authorised personnel reserve the right in their discretion:

(a) to prohibit any item from being brought into the Circuit Park including any item that is prohibited under applicable laws or deemed by SGPPPL to be dangerous or unsafe, including any of the following:

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, electronic cigars and cigarettes, and any item prohibited by legislation.

The items listed above are not exhaustive and an updated list of all prohibited items will be published at the SGP Website and displayed at the entrance to the Circuit Park and/or areas designated by SGPPPL;

(b) to refuse suitcases, bags and/or any other objects being brought in to the Circuit Park (or into any area under the control of SGPPPL) whether before, during or after the Race;

(c) 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;

(d) to search any Ticket Holder at the Circuit Park for prohibited items pursuant to Clause 11.2(a) and to confiscate, destroy or retain any prohibited item found; and SGPPPL and/or its authorised security personnel shall not be responsible for any loss, damage or expense suffered in connection with such prohibited item; and

(e) to refuse any person admission or eject any person from the Circuit Park including if such person (i) is assessed by on-site medical personnel to have any COVID-19 symptoms at the point of entry to the Circuit Park (such as a temperature check); or (ii) does not comply with any Health Directive.

11.3. For the security of Ticket Holders whilst at the Facility, CCTV cameras may be used at the Facility. The Ticket Holder consents the collection, use, disclosure and/or processing of his/her personal information captured in any footage that may be taken of the Ticket Holder for general security measures (including without limitation the use and/or disclosure of such personal information in any Recordings from CCTV footage to the Police for use in any proceedings) in accordance with its privacy policy published at the SGP Website.

11.4. Ticket Holders shall not bring any food or beverage of any description into the Circuit Park. Ticket Holders shall only purchase and consume food or beverages at designated food and beverage or hospitality facilities provided by a caterer pursuant to Clause 11.5.

11.5. SGPPPL is exclusively entitled to procure or authorise the provision of all catering, food and beverage services for the Facility and may appoint the caterer and such other persons as it thinks (in its sole and absolute discretion) fit to provide such catering, food and beverage services (or part thereof).

11.6. SGPPPL may, subject to applicable laws, designate one or more areas within the Circuit Park or within any Facility as a smoking area. Smoking is not permitted anywhere in the Circuit Park or Facility outside the designated smoking areas.

11.7. Without prejudice to Clauses 11.1 and 11.2, while at the Race and/or Circuit Park, the Ticket Holder must maintain safe, prudent and respectful behaviour and comply with all health, environmental, safety and security measures and instructions implemented on-site or given by any official.

11.8. SGPPPL, the Associated Entities and their officers, employees or agents shall not be responsible for any property or personal effects of the Ticket Holders or any other person in the Circuit Park, or any destruction of property or theft at the Race and/or Circuit Park, in particular property or personal effects brought into any Facility, whether kept in a locked cabinet or otherwise.

11.9. Health risks and warnings

(a) All persons with pacemakers, implantable cardioverter-defibrillator or other medical devices which could be affected by metal detectors should contact security officials for assistance before approaching any gate.

(b) The conditions at the Race and the Circuit Park 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.

(c) As a condition of entry into the Circuit Park, each Ticket Holder acknowledges and accepts that:

(i) the Race, motor racing and the 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. 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. Attending the Race or being in or in the vicinity of the Circuit Park may involve danger and risk to their personal safety and attendance at the Race or the Circuit Park is entirely at the Ticket Holder's own risk and that all accompanying adult, parent or guardian are responsible for the children under their care;

(ii) 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;

(iii) there is an inherent risk of contracting or the transmission of Communicable Disease, including COVID-19, in any place where people are present including within the Circuit Park which may result in very serious health consequences, and each Ticket Holder (A) has considered any COVID-19 associated risks and his/her own personal circumstances, including any health conditions or vulnerability that the he/she may have, including the circumstances of any guest(s) or dependant(s) of such Ticket Holder, or any persons with whom such Ticket Holder will be in close contact following attendance at the Race; (B) assumes all risks related to the exposure to any Communicable Disease, including COVID-19; and (C) agrees to abide by all Health Directives.

Ticket Holders are reminded of and agree, accept and acknowledge the warnings, indemnities and limitation of liabilities set out in Clause 15 below.

(d) While at the Race, Circuit Park and/or Facility, the Client and its Associated Persons must always keep to the designated paths and steps and access all freestanding banked viewing areas with caution using steps/paths as appropriate. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to stands, seats or areas for which the Client does not hold a Ticket, is strictly prohibited.

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

12.1. The Ticket Holders shall not make, create, store, record or transmit any kind of sound recording or visual or audio-visual footage ("Recording") of the Race (including cars, drivers, competitors) or any aspect of it, and shall not take into the Circuit Park any equipment that may enable him or her to do the aforementioned acts (including but not limited to any telephoto lens, long lens or removable lens cameras but not including mobile telephones, still image cameras and other handheld personal communications devices, the use of which is subject to this Clause 12 and is only for the private enjoyment of the person making, creating, storing, recording or transmitting the Recording). SGPPPL may confiscate, prohibit, retain and/or remove from the Circuit Park any equipment that enables any person to make any Recording in breach of this Clause 12.1.

12.2. Save with the prior written consent of SGPPPL and FOWC or as permitted pursuant to Clause 12.1 or any social media guidelines published at the SGP Website or Formula 1 official website, the Client and Ticket Holder shall not (nor shall he/she permit or otherwise enable others to) make, create, store, record or transmit any Recording whatsoever, whether for broadcast or any other purpose:

(a) of, at or pertaining to the Race (including cars, drivers and competitors), any Formula 1 test session or any aspect of them; or

(b) within the confines of the Circuit Park (or any part of it or its surroundings).

12.3. The Client and Ticket Holder agree and acknowledge that, as a spectator, he or she may be filmed and sound made by him or her may be recorded for broadcast (or similar transmission). In this regard:

(a) FOWC and third parties authorised by FOWC may make or record film and/or other forms of moving pictures, still pictures, Recordings or any of them of the Race (including, without limitation, of the Client and Ticket Holder). Unless the Client or Ticket Holder otherwise reaches an agreement with FOWC, the Client and each Ticket Holder hereby consents and grants the FIA, FOWC and third parties authorised by them permission to use photographs, film, tape, or other Images or likenesses of the Client and/or Ticket Holder, or any Recording, in any media (including publication within and outside Singapore) and for any purpose without identification, compensation or payment of any kind;

(b) the venues / locations at which the Race are held and all areas accessible to the Client and Ticket Holders are locations which are open to the public;

(c) the Recordings referred to in Clause 12.3(a) constitute reasonable expected means by which personal data may be recorded at such locations and in connection with the Race;

(d) 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;

(e) the handling or processing of any moving pictures, still pictures, sound Recording or any of them will be otherwise subject to Clause 13; and

(f) SGPPPL shall have the right to allow any authorised photographers and/or videographers into the Circuit Park to make Recordings for future Advertising and promotional purposes without prior permission from the Client and/or Ticket Holder.

## 13. DATA PROTECTION

13.1. The Client and Ticket Holders hereby agree and consent to the collection, use, disclosure and/or processing of their personal information by SGPPPL (and/or their employees, agents or contractors) in accordance with the purposes as

set out in its privacy policy available at the SGP Website as amended and supplemented by SGPPPL from time to time at its sole and absolute discretion.

13.2. In the case where the Client and Ticket Holders opt-in to receive information from Formula 1, including news, surveys, offers and promotions, the Client and Ticket Holders are deemed to have given their consent to the collection, use, disclosure and/or processing of their personal information directly to FOWC or its nominated affiliate for marketing and promotional purposes in accordance with FOWC's or its nominated affiliate's relevant privacy policy. SGPPPL shall not be liable or responsible for the collection or processing of any personal data provided by the Client and Ticket Holders to FOWC's or its nominated affiliate.

13.3. The Client and Ticket Holders hereby represent and warrant that all of the information provided to SGPPPL (including without limitation personal particulars) is accurate and complete. If the Client and Ticket Holders provide the personal information of any third parties, the Client and Ticket Holders further represent and warrant that these third parties have also consented to the terms of the SGPPPL's privacy policy available at the SGP Website as amended and supplemented by SGPPPL from time to time at its sole and absolute discretion, and to the collection, use and disclosure of their personal data in accordance with the aforesaid.

#### 14. INTELLECTUAL PROPERTY

14.1. As a condition of public admission to the Race, Circuit Park or any non-private Formula 1 test session, the Client and Ticket Holder agree that:



(a) copyright (and any other intellectual property rights) in any image (including photographic images and any still pictures derived or capable of being derived from a Recording ("Image") or Recording of the Race, any non-private Formula 1 test session, the Circuit Park or aspect of them, that is created and/or recorded by such a member of the public, shall be assigned to FOWC with full title guarantee;

(b) no third party shall, use any such Image or Recording for any form of public advertisement, transmission or display or for profit or commercial gain or for any other purposes (except for the private enjoyment of the person creating and/or recording the Image or Recording) without the written consent of FOWC;

14.2. the names and marks associated with:

(a) FOWC, SGPPPL, STB and/or their affiliates;

(b) the Race and/or the Championship including the logos and marks set out below:

		
F1*	FORMULA 1	
FIA FORMULA ONE WORLD CHAMPIONSHIP		
FORMULA 1 SINGAPORE GRAND PRIX		
SINGAPORE GRAND PRIX		

(c) off-track activities and off-track entertainment events within the Circuit Park, including live music concerts in the public spectator area of the Circuit Park and other related entertainment events; and

(d) any other official Formula 1 and/or the Championship expression and logos as may be notified to the Client or Ticket Holder by SGPPPL or FOWC from time to time,

(collectively, "Event IP") are (i) the exclusive property of FOWC, SGPPPL, STB and/or their affiliates; and/or (ii) licensed by FOWC, SGPPPL, STB and/or their affiliates, and that the Client and Ticket Holder have not acquired and will not acquire any proprietary right, title or interest in any of the Event IP (or the goodwill attaching to them) by reason of these Conditions.

14.3. The Client and Ticket Holder shall not, and shall not permit or otherwise enable any third party to:

(a) use (or permit the use of) any Event IP (including as a trading name, company name, business name, website and/or social media identifier);

(b) adopt or use (including as a trading name, company name, business name, website and/or social media identifier) any name, mark, symbol, emblem, logo, or designation which includes, or is confusingly similar to, or is a simulation or colourable imitation of, any Event IP or which takes unfair advantage of, or is detrimental to the goodwill and/or reputation of any of the Event IP and/or FOWC, SGPPPL, STB or their affiliates, and/or the FIA;

(c) apply for registration of, register or maintain the registration of any trade mark, trading name, company name, business name, domain name (or any other intellectual property right) for any Event IP (or any part thereof), any composite mark which includes any Event IP (or any part thereof), or any name, mark, symbol, emblem, logo or designation described in Clause 14.3(b);

(d) directly or indirectly exploit and/or falsely create an

association with the intellectual property and/or goodwill related to the Championship, the Race, SGPPPL and/or the Associated Entities such that members of the public would reasonably believe that its acts were approved by SGPPPL and/or the Associated Entities. No commercial brand or logo shall be included or associated with the Circuit Park or Race Track name or any building utilised for the staging of the Race and that the Circuit Park or Race Track, its name or the land upon which the Circuit Park is built will not be sponsored in any manner whatsoever; and/or

(e) transmit, broadcast, sponsor, advertise or otherwise associate its name, brand, logo, products or services with off-track activities and off-track entertainment events within the Circuit Park, including live music concerts in the public spectator area of the Circuit Park and other related entertainment events (or any aspect thereof) in any media or manner whatsoever.

14.4. In the case where the Client or any of its Associated Person undertakes any interior branding, decoration or theming at a Facility or any area within the Facility using any material or property containing intellectual property belonging to a third-party, the Client undertakes that it:

(a) does not and ensure its Associated Persons do not infringe the intellectual property rights of any third party;

(b) obtain all written permissions, clearances and/or licensing rights required in accordance with these Conditions; and at SGPPPL's request, provide to SGPPPL supporting evidence and documents relating thereto; and

(c) displays the appropriate trademark or copyright symbols and any attribution text or citations requested by such third-party and/or otherwise required by applicable law on such material or property.

#### 15. INDEMNITY AND LIABILITY

15.1. SGPPPL shall not be held liable for any act or omission by any person not employed directly by SGPPPL. SGPPPL 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.

15.2. Save for death or personal injury to a Ticket Holder caused by the negligence of SGPPPL, SGPPPL shall not be liable to the Client or Ticket Holder by reason of any acts or omissions of SGPPPL (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 SGPPPL (or its employees, agents or contractors) or otherwise), which arise out of or in connection with the provision of the Race, Hospitality Package or Hospitality Entitlements (including without limitation (a) any delay in providing or failure to provide the Race, Hospitality Package or Hospitality Entitlements; or (b) contracting or alleged contracting of any Communicable Disease, including COVID-19, at the Race and/or Circuit Park).

15.3. Without prejudice to Clause 15.1 and 15.2, the entire liability of SGPPPL under or in connection with these Conditions shall not exceed the price of the Hospitality Package save for liability arising from death or personal injury caused by the negligence of SGPPPL, or its employees, agents or contractors.

15.4. 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 Client or Ticket Holder 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, Hospitality Package or Hospitality Entitlements (including without limitation (a) any delay in providing or failure to provide the Race, Hospitality Package or Hospitality Entitlements; or (b) contracting or alleged contracting of any Communicable Disease, including COVID-19, at the Race and/or Circuit Park).

15.5. The Client is liable for and shall indemnify, defend and hold harmless SGPPPL (including its directors, officers, employees, agents, consultants, contractors, guests, clients and other holders of Tickets or Hospitality Packages) from and against all actions, suits, losses, damages, claims, demands, fines, costs and expenses, including without limitation, legal and other professional fees, that SGPPPL may sustain whether directly or indirectly in connection with, arising or alleged to arise from, wholly or in part: (a) a breach by the Client and/or any Associated Person of any of these Conditions; or (b) the performance of any act by the Client and/or any Associated Person that brings SGPPPL, the Race, the Facility, the Event Organiser and its affiliates, or any governmental authority in Singapore into disrepute.

15.6. The Client and the Ticket Holder are liable for and shall indemnify, defend and hold harmless SGPPPL (including its directors, officers, employees, agents, consultants, contractors, guests, clients and other holders of Tickets or Hospitality Packages) from and against all actions, suits, losses, damages, claims, demands, fines, costs and expenses, including without limitation, legal and other professional fees, that SGPPPL may sustain whether directly or indirectly that are

made by any person (including the Client, the Ticket Holder and/or any Associated Person), in connection with, arising or alleged to arise from, wholly or in part: (a) any accident, injury or death of any person or damage to the property of any person in or about the Facility; or (b) any damage (other than fair wear and tear) to the Facility, or the property, supporting infrastructure, equipment or amenities at the Facility or any other part of the Facility or Circuit Park, caused directly or indirectly by any act or omission of the Client, the Ticket Holder, any Associated Person, and/or any other person admitted to the Facility and/or the Circuit Park by the Client, the Ticket Holder and/or any Associated Person. It is further the intent of the Conditions that the indemnity contained herein shall apply to any claims made by any Associated Person, against SGPPPL.

15.7. SGPPPL shall have no liability whatsoever for any act, omission, negligence or breach in connection with any terms and conditions binding between the Client or its Associated Persons and the Event Organiser, and the Client shall indemnify SGPPPL against all losses, damages, costs and expenses incurred by SGPPPL in connection with any claim brought by the Event Organiser against SGPPPL as a result of any act, omission, negligence or breach of the said terms and conditions by the Client and/or its Associated Persons.

15.8. The Client and Ticket Holder further acknowledge and agree that SGPPPL 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. The Client and Ticket Holder acknowledge that, to the extent that any warranty is implied, it is excluded to the fullest extent permitted by law.

15.9. SGPPPL 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 warranties (whether expressed or implied, whether under statute or otherwise) in respect thereof are excluded. Save for any refund which SGPPPL may provide in accordance with these Conditions, SGPPPL shall have no liability for any other loss (including without limitation, any direct loss, consequential loss or loss of profit), damage or expense arising out of or in connection with any (a) cancellation or abandonment of the Race (or part thereof); (b) any delay or postponement of the Race; or (c) any cancellation of the Hospitality Package, Hospitality Entitlements or Tickets, or rearrangement of seating.

#### 16. OFFICIAL MERCHANDISE

16.1. Official merchandising is on sale inside the Circuit Park and/or SGPPPL's online store. The Ticket Holder must not at any time buy from unofficial vendors.

16.2. No commercial activities shall be conducted, and no goods (including literature) or services of any nature may be advertised or offered either free or for sale, by any person within the Circuit Park or any official car parking facility or any vicinity thereof.

16.3. 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. No Advertising initiatives may be carried out by any person wearing or carrying commercial brand names and/or logos or promotional leaflets, or where such personnel move throughout the public spectator areas of the Circuit Park during the Race in order to gain exposure for such commercial brand.

16.4. The operators of trade displays in the Circuit Park are independent contractors and nothing in these Conditions is intended to or shall operate to create any association, partnership, joint venture or agency relationship of any kind between SGPPPL and any trade display operator. SGPPPL shall not be responsible or liable for any act or omission of any trade display operator and any of its product or services advertised or sold in the Circuit Park.

#### 17. MISCELLANEOUS

17.1. These Conditions constitute the entire agreement between SGPPPL, the Client 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 SGPPPL. 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.

17.2. 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.

17.3. The Associated Entities may enforce the terms of Clauses 11.1, 11.2, 11.7, 11.8, 12.2, 12.3, 11.9(c), 14.3(d), 15.4 and 15.8 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 2001.

17.4. These Conditions are governed by the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts in Singapore.