# General & Booking Conditions Dutch GP 2024 and 2025 Event Tickets

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# **1. DEFINITIONS**

#### Accreditation

A personal card issued by the Organisation that provides access to specific parts, sections and stands on the Circuit and surrounding areas as indicated on the Accreditation. Accreditation is non-transferable and, if transferred to another person, will immediately be confiscated or invalidated by the Organisation. Abuse of Accreditation for purposes for which it should not been used may result in exclusion from the Event. Accreditation never gives the right to a seat on one of the Stands or access to areas not set out on the Accreditation.

#### Allocation

The unilateral acceptance by the Organisation of the Applicant's offer to purchase, by which the sale is legally concluded in the application and allocation process.

#### Application

The order placed by an Applicant through the Ticket Application Form for tickets to the Event in accordance with these General Terms and Conditions.

#### Applicant

A natural person over the age of 18 who is legally entitled/able to enter into an agreement to purchase tickets to the Event in 2024 and/or 2025 respectively, in accordance with these Terms and Conditions and has received confirmation through the process as set out in these Terms and Conditions.

#### **Application Form**

The electronic form completed on-line through the Application Portal and submitted by an Applicant in order to submit an Application.

#### **Application Portal**

The online environment, built and hosted by CM.com, where registered racing fans can apply for tickets to the Event.

#### **Assigned Applicant**

An Applicant whose offer to purchase tickets is accepted by the Organisation through Allocation of the Tickets.

#### **Buying window**

A (often) short period of time in which the (potential) Ticket Buyer has access to one of the DGP Webshops. Sometimes with priority. Buying windows are set by the Organiser and people that will get access are informed directly by the Organiser. All rights to Buying Windows are reserved. Buying windows can close at Organiser's discretion.

#### Circuit

The Zandvoort circuit, located at the Burgemeester van Alphenstraat 108, 2041 KP in Zandvoort and any surrounding grounds which, for the Event, will be added to the site of the Zandvoort circuit.

#### Cascading

Committing an Applicant to a different price category and map location/type for the purpose of increasing the likelihood of allocation.

## Date

The date on which the Event is scheduled being 2024: 22,23,24,25 August 2024 and 2025:28,29,30,31 August 2025. Dates can be subject to change and any change will be specified on the website.

#### **DGP Race BV**

Promoter and sole entity entitled to host, stage and promote the Event, having its registered office at Burgemeester van Alphenstraat 108, 2041 KP in Zandvoort.

#### Event

The Formula 1 Dutch Grand Prix in 2024 or 2025 held on the Dates specified on the website, held on the Event area of the Zandvoort circuit and any surrounding areas.

#### FIA

The umbrella International Federation for Motorsports. The Event is driven under the rules of the FIA.

#### FOWC

Formula One World Championship Limited

#### **General Booking & Terms and Conditions**

The set of conditions as set out in this document and published on the website <u>www.DutchGp.com</u>. They are also referred to as Conditions for the remainder of this document.

#### Individual Ticket

A separate one-day ticket for either Friday, Saturday or Sunday.

#### Portal

The online environment, built and hosted by CM.com, where registered racing fans can purchase tickets to the Event. Also referred to as Webshop or DGP webshop.

#### **PRM** Ticket

One of the types of Tickets (as further described below) possibly offered for sale by DGP Race BV, is a Ticket for an Easily Accessible Seat or a Ticket for Wheelchair Users. PRM tickets are also sold by our partner HandicapNL.

## Purchase

The Purchase of tickets is done in the DGP webshop by selecting tickets, accepting the general terms and conditions and by paying for the tickets (either directly or through spread payments option).

#### **Purchase price**

The total amount including taxes and handling fees (if applicable) and Retribution tax (and possibly spread payment fee) that the Ticket Buyer must pay as a result of the Purchase of tickets in the DGP webshop.

## **Official Reseller**

A seller of Tickets and/or packages including Tickets, contracted by DGP Race BV. These Official Resellers will be placed on the DGP Race BV website. If an organisation is not named there, it is not considered an Official Reseller (save in respect of (sub-)resellers). An Official Reseller can contract with (sub-)resellers. These (sub-)resellers are not named on the Event website but are Official Sub-resellers.

#### **Organisation/Organiser**

DGP Race BV and all its contracted subcontractors insofar as they provide services and/or sell goods in the name of DGP Race BV

#### Passe-partout

A Ticket valid for 3 days during the Event, namely the Friday, Saturday and Sunday. For the avoidance of doubt: This ticket does not automatically entitle admission on a Thursday.

#### **Pitlane Walk**

A separate event for which the organiser might offer tickets.

#### **Retribution Tax**

On behalf of the city of Zandvoort, the Organiser will levy a mandatory retribution tax separate from the ticket. The tax (comparable to tourist tax) will be  $\in$  3,00 per day (so  $\in$ 6,00 for a 2-day tickets and  $\in$  9,00 for a 3-day ticket).

#### Sector / Zone

A part of the Event area that is fenced off and accessible only with a Ticket or Accreditation valid for that sector/zone.

#### Stand

A Stand is marked by a name and sometimes a number and letter. Each combination of name, number and letter is considered to be a unique stand and treated as such. In these Conditions the Dune areas are considered to be stands under this definition.

#### Ticket

The paper, plastic or electronic/mobile ticket which grants the Ticket Holder the right to attend the Event in 2024 and/ or 2025. For the avoidance of doubt: any mobile or other electronic device equipped with the App, which in turn includes an electronic/mobile Ticket, will be considered a Ticket as defined in these General Terms and Conditions.

#### **Ticket Buyer**

Any person that has bought an official ticket from DGP Race B.V. directly either through pre-sale, individual sale, Webshop or request/allocation process. A Ticket Buyer needs to be 18 years or over at the moment of purchase.

#### **Ticket Holder**

Any person who is actually and lawfully in possession of a Ticket and or using a Ticket, including, but not limited to Ticket Buyers, buyers of Tickets from an Official Reseller or a (sub-)reseller of an Official Reseller, and guests and sponsor invitees (if applicable) or persons accessing the event with Accreditation.

#### **Third Parties**

Parties which, with permission of DGP Race BV, sell and/or offer goods to Event Ticket Holders/ Ticket Buyers.

#### Webshop and/or DGP Webshop

Any official webshop operated by the Organiser under its own name under its own responsibility. Buying in the webshop is considered to be a 100% non-refundable purchase. Including when a choice is made for the spread payment option and not al terms have been fulfilled.

#### Weekend Ticket

A Ticket valid for 2 days during the Event, namely the Saturday and Sunday. To be clear: this Ticket does not automatically give the right to admission on the Friday and a Thursday.

# 2. ENTITY AND PARTIES

#### 2.1. Parties

For the Formula 1 Dutch Grand Prix 2024 and 2025 (each an 'Event') in Zandvoort, DGP Race BV has been appointed by FOWC as the official Organisation for the sale of tickets for this Event. DGP Race BV may use third parties for the execution of this Event. DGP Race BV and these third parties together form the Organiser of the Event. The General and Booking Conditions for Ticket Sales (the "General Terms and Conditions") are intended to create a fair and clear process for the purchase and use of tickets for the Event. The sale and use of tickets for the Event are subject to both these General Terms

and Conditions as well as to other applicable laws and/or regulations relating to sales, access to and use of Zandvoort Circuit.

# 3. APPLICABILITY

# 3.1. Applicability

These General Terms and Conditions apply to every offer and every agreement that is concluded between the Organisation and the person who purchases a Ticket for an Event organised by the Organisation (Ticket Holder/ Ticket Buyer), to every use of the Webshop, to every use of a Ticket and/or to get entry into the Event.

These General Terms and Conditions also apply if these agreements are concluded through an Official Reseller appointed by the Organization for the relevant Event or through a (sub-)reseller of an Official Reseller.

The applicability of any general terms and conditions of the Ticket Holder are explicitly rejected.

3.2. Official Reseller

The validity of the ticket is only guaranteed in case of purchase from an Official Reseller or from a (sub-)reseller of an Official Reseller or from the Organiser. The burden of proof in this respect rests with the Ticket Holder. Authorised Resellers are stated by name on <u>www.Dutchgp.com</u>. Official sub-resellers will not be stated on the DGP website.

## 3.3. Place of Event

In these General Terms and Conditions, the place where the Event is held means the actual place of the Event as well as all grounds, spaces, fields, dunes, etc. surrounding it, which form part of the complex in which the Event takes place.

## 3.4. Availability General Terms and Conditions

These General Terms and Conditions are available electronically on the website www.Dutchgp.com and the Ticket Holder may save the conditions for future reference as referred to in Section 6: 243 subsection 2 of the Dutch Civil Code.

# 4. TICKET AND PROGRAMME INFORMATION

# 4.1. Admission

Each Ticket is valid for one or more (passe-partout & weekend) days and permits access to Zandvoort Circuit and the Zone(s) and Stand indicated on the Ticket. It is not self-evident that you can move freely from one Zone or Sector to another without being in possession of a valid ticket for the different Zones/Sectors. For clarification: there can be multiple sectors at the track, a ticket to one of these areas does not automatically give access to the other.

## 4.2. Programme

The programme can be found in an overview on our website www.dutchgp.com **Note!!:** this programme can be subject to changes made by FOWC and the FIA and the Organiser. The Organiser endeavours to keep you informed as accurately as possible about any changes through its website. The Organiser, FOWC and its affiliates and the FIA are not liable for the consequences of any changes. If the Event is moved to a weekend outside of 2024 or 2025 respectively, the Organiser will offer the option to cancel your tickets without stating a reason. For more information, see "cancellation conditions".

## 4.3. Ticket Types

You can choose from the following Ticket types (products):

- Passe-partouts (Fri/Sat/Sun) 2024 or 2025;
- Weekend Tickets (Sat/Sun ticket) 2024 or 2025 / NOTE NO FRIDAY ACCESS!
- Friday Tickets 2024 or 2025
- Saturday Tickets 2024 or 2025
- Sunday Tickets 2024 or 2025
- Kids Tickets. 2024 or 2025, Kids tickets only available for certain products and sections.

A Passe-partout or Weekend Ticket is considered to be 1 ticket in the system. Each individual ticket (also counts as 1). You can apply for a maximum of 6 tickets.

Example: You can, for example: Apply for 6 Passe-partouts; Or apply for 3 Passe-partouts and 3 individual tickets; Or apply for 3 Passe-partouts and 3 Weekend tickets; Or apply for 6 individual Sunday tickets.

## 4.4. Ticket Categories

Each registered person can apply for a maximum of 6 tickets. Tickets can be made available in the following price categories per day:

Zones:

- General Admission
- Bronze Stand ;
- Silver Stand 2;
- Silver Stand 1;
- Gold Stand;
- Main Stand straight.

Category Main straight should not be confused with the Main grandstand which is a stand in the category main (but there are also other stands in category main)

Categories can be changed by the Organiser. If this happens the Organiser will inform Ticket Buyers and Ticket Holders accordingly. It's possible that not all categories are available in every sales phase.

#### 4.5. PRM Tickets

Tickets for persons with reduced mobility will be separately available for disabled fans who require accessible seats. For this purpose, a separate Stand/platform is set up on the circuit.

PRM tickets are sold in partnership with Handicap.nl and might not be available in every sales/ request round.

Applicants for PRM tickets are required to e-mail a proof of disability to <u>ticketing@dutchgp.com</u>, stating your name and e-mail address. This only has to be done after the actual allocation or purchase of the tickets. The proof of invalidity must be a document that is generally accepted in the Netherlands.

Note: A parking card for disabled persons is not considered valid proof of disability.

A Ticket for an accompanying assistant can also be requested when applying for a PRM Ticket. There is a max of 1 assistant/ companion per PRM ticket.

## 4.6. PRM Parking Tickets

For each PRM Ticket, 1 parking ticket for 1 car/minivan space in the vicinity of the circuit can be requested. This card can be requested via email to <u>tickets@dutchgp.com</u>. Parking is subject to additional costs that will be specified in the request process and availability.

PRM Tickets are only available in limited numbers and can only be ordered on per day.

## 4.7. Prices:

For an overview of the Ticket Prices, refer to the website www.DutchGP.com and/or the Application Portal/Webshop and/or the webshop of an Official Reseller and/or a (sub-)reseller of an Official Reseller. Official resellers or sub resellers set their own pricing, and these might differ from the organisers pricing. The Organiser reserves the right to amend prices.

## 4.8. Retribution Tax

For the benefit of the municipality of Zandvoort, the Organiser is obliged to levy a tax on every entrance ticket. This tax (if applicable) is set at  $\in$ 3.00 per card per day. This means that the retribution tax (if applicable) amounts to:

Single day ticket (Friday, Saturday or Sunday) → € 3.00 Weekend ticket (Saturday & Sunday) → € 6.00 Passepartout card (Friday, Saturday & Sunday) → € 9.00

## 4.9. Donation

In the Webshop and/or the application process, the Organiser offers the fan the opportunity to make a donation for an initiative that the Organiser supports. This contribution is entirely voluntary and not obligatory. Whether or not you make a donation will not affect your purchase in any form.

# **5. PURCHASING TICKETS THROUGH WEBSHOP**

Tickets can be made available through a Webshop by DGP Race BV (or through a chosen form by an Official Reseller or sub-reseller). In the DGP Webshop you can directly select and pay for tickets or choose a spread payment option. All relevant terms and conditions in this document are applicable for the DGP Webshop sales. Official Resellers and sub resellers might offer different processes and/or different or additional conditions for purchase.

## 5.1. Webshop buying process

In the Portal/Webshop, a selection can be made of any combination of up to 6 tickets to the Event. Tickets are selected per Stand (a Stand is designated by a name and possibly a number and letter). This Stand automatically has a certain price category. The Organiser has put in every due diligence to accurately portray the places of the grandstands on the request portal. However as all but one stand still needs to be built for the Event, the exact location might differ slightly. No rights are given or obtained based on the map on the website or in the portal.

Selected Tickets must be added to the shopping cart by the Ticket Buyer. No location (row/seat) has yet been determined within the Stand that is selected. Seat assignment will happen when the tickets are issued in 2024 or 2025 respectively. Positioning will occur through a random allocation of available seats, and therefore a part of a Stand (or seat) cannot be selected. No correspondence can be entered into regarding this positioning.

The Ticket Buyer must complete his or her personal data in the DGP Webshop/ Portal.

It is at all times the responsibility of the Ticket Buyer to ensure that:

- 1. the Application Form/section is fully completed with all required personal data;
- 2. the mandatory consents with respect to the processing of personal data and the acceptance of these Terms and Conditions as required by the Organiser on the application form are correctly specified by clicking on the corresponding checkboxes in the application form; and
- 3. the application form/section has been correctly submitted to the Organiser in accordance with the instructions specified on the application portal.

Any failure by the Ticket Buyer to comply with the above requirements may result in the Purchase being rejected or the sale being cancelled.

The Ticket Buyer himself is solely responsible for ensuring that all information provided by the Ticket Buyer in the application form/section is complete and correct. If this information proves to be incorrect or incomplete, the Organiser has the right to refuse the Purchase or to declare any allocated Tickets to be invalid (if already issued).

When the Ticket Buyer is satisfied with his or her selection, he or she or it will go to the shopping cart and click the button to select these tickets.

Subsequently, a summary screen appears where the chosen Tickets and prices are listed again, as well as the retribution tax applicable. If the Ticket Buyer agrees with the selection, he or she clicks the button to definitively secure the tickets.

In the Webshop the Ticket Buyer will then move on to the payment page. Once payment is made the Purchase is 100% final and confirmed.

Ticket Buyers in an official Webshop will receive a confirmation email after payment has been made successfully.

Any Tickets that are obtained through any means of computer software (like bots or spiders) or with the objective to obtain tickets for unauthorized resale can be made invalid by the Organiser.

For purchases of tickets or packages for an event in the Netherlands there is no right of withdrawl.

#### 5.2. Pre-sales

The Organiser holds the right to organise pre-sales for certain groups at its own discretion. If a person qualifies for such a pre-sale they will be informed by the Organiser directly.

# 6. PURCHASING TICKETS THROUGH APPLICATION & ALLOCATION

#### 6.1. Registration and Application

Tickets can also be made available through an application and allocation process. In order to apply for tickets, each Applicant must first register through the registration form at <u>www.DutchGP.com</u>.

A Registered Person can submit an application through the Application Portal, which will be open until the time indicated on the website. The timely submission of a correctly completed application form, which is correctly received by the Organiser, constitutes a final and irrevocable offer to purchase the requested tickets if allocated by the Organiser.

#### 6.2. Unique Link

All persons who have registered through www.dutchgp.com will receive a unique link by e-mail, which provides access to the Application Portal. The link is connected to the combination of an e-mail address and a telephone number. Each telephone number can be used with a maximum of 2 e-mail addresses. The link gives access (multiple times) to the portal until the Tickets are definitively requested (by clicking the request button). As soon as the Tickets have been definitively requested, the link becomes inactive. Each link is only redeemable once. If you request fewer than 6 tickets, you cannot request additional tickets later.

#### 6.3. Personal data

The Applicant must complete his or her personal data In the Application Portal.

It is at all times the responsibility of the Applicant to ensure that:

- 1. the Application Form is fully completed with all required personal data;
- 2. the mandatory consents with respect to the processing of personal data and the acceptance of these Terms and Conditions as required by the Organiser on the application form are correctly specified by clicking on the corresponding checkboxes in the application form; and
- 3. the application form has been correctly submitted to the Organiser in accordance with the instructions specified on the application portal.

Any failure by the Applicant to comply with the above requirements will result in the Application being rejected or the sale being cancelled.

The Applicant/ buyer is himself solely responsible for ensuring that all information provided by the Applicant/buyer in the application form is complete and correct. If this information proves to be incorrect or incomplete, the Organiser has the right to refuse the application or to declare any allocated Tickets to be invalid (if already issued).

#### 6.4. Selecting Tickets

In the portal/Webshop, a selection can be made of any combination of up to 6 tickets to the Event. Tickets are selected per Stand (a Stand is designated by a name and possibly a number and letter). This Stand automatically has a certain price category. The Organisor has put in every due diligence to accurately portrait the places of the grandstands on the request portal. However as all but one stands still need to be built, the exact location might differ slightly. No rights are given or obtained based on the map on the website or in the portal.

Selected tickets must be added to the shopping cart by the Applicant/ticketbuyer. Note: the selected Stand is the Stand in which the first allocation round will take place. No location (row/seat) has yet been determined within the Stand that is applied for. This will happen when the tickets are issued in 2024 or 2025 respectively. Positioning will occur through a random allocation of available seats, and therefore a part of a Stand (or seat) cannot be selected. No correspondence can be entered into regarding this positioning.

## 6.5. Cascading (Request/ Allocation phase only)

When applying for Tickets, the Applicant also has the option, if his or her first choice is no longer available, to indicate whether the Applicant is prepared to purchase Tickets for another Stand in the same price category or in a different price category. In this manner, we hope to give as many people as possible the opportunity to attend the Event . Naturally, we strive to offer each person their first choice of Ticket. The price difference in the price category will be shown in the application process only if this could be higher than the original request. There are 2 cascading options, which can be turned on or off individually. Cascading is allowed, but is not mandatory. If an Applicant chooses not to cascade, then, in case of lots being drawn, the Applicant will only win the draw for the requested Stand and price category.

Cascading options:

#### 1. Other Stand in the same price category

If an Applicant has not been allotted a place in the selected Zone, he/she will be eligible for a ticket for another Zone in the same price category, if this option was ticked and if tickets are still available.

2. Other Stand in a different price category

If an Applicant has not been allotted a place in the selected Zone, he/she will be eligible for a ticket for another Zone in a different price category (one category lower or higher), if this option was ticked and if tickets are still available. This may result in a price difference.

#### 3. From Passe-partout to weekend and vice versa

If an Applicant applies for a weekend or passe-partout (3 days) ticket, if this option was checked and if tickets are still available, the Applicant will be eligible for a weekend ticket if the Applicant has not been allotted a Passe-partout, or a Passe-partout if the Applicant has not been allotted a weekend ticket. This may result in a price difference.

The Applicant acknowledges and accepts that, by selecting to cascading option in the cascading section, the Applicant may have to pay a Purchase Price corresponding to the (full) Price Category below or above the originally requested Stand, resulting in a lower or higher Purchase Price to be paid.

\*In the Webshops there is no possibility to cascade.

#### 6.6. Final Application for Tickets

When the Applicant/Ticket Buyer is satisfied with his or her selection, he or she will go to the shopping cart and click the button to select these tickets. Subsequently, a summary screen appears where the Applicant's chosen Tickets and prices are listed again. If the Applicant/Ticket Buyer agrees with the selection, he or she clicks the 'Request' or 'Buy' button to definitively submit the Application or secure the tickets.

NOTE: after the 'Request' button has been pressed, the Application has definitively been sent. The submission of a correctly completed Application Form, correctly received by the Organiser, constitutes the Applicant's offer to conclude an agreement for the purchase of the Ticket(s) as indicated in the Application Form. This application can be accepted by The Organiser. By doing so, the Applicant has committed himself or herself to buying these tickets if they are allocated (irrevocable offer made). By clicking the Complete button, the Applicant also confirms that he/she will pay the relevant purchase price, provided the tickets are allocated. After the request, the link to the portal will become inactive and can no longer be used.

After the Applicant has applied for the for Tickets, he/she will receive confirmation of the application by e-mail. This confirmation does not imply any reservation on Tickets and no rights can be derived therefrom.

By clicking the 'Request' button/field in the Application Portal, the Applicant confirms that he/she has read, understood and accepted these General Terms and Conditions.

For any Applicant who, at the reasonable discretion of the Organiser, seeks to obtain Tickets through computer software designed for that purpose (like bots or spiders) in order to have an increased chance of success in the Allocation process, the Tickets will be cancelled.

#### 6.7. Allocation process

The allocation of Tickets implies that the Organiser has accepted the application. If there are fewer applications for a Stand than the capacity of the Stand, everyone will be allocated the tickets as applied for. If there is a surplus demand, tickets are allocated based on a random ballot.

No correspondence can be entered into regarding this drawing of lots.

If an application has been allotted any Tickets, the Applicant will be notified, by e-mail, at the time of allocation in 2023/2024. If the Application has not been allotted any Tickets, the Applicant will also be notified thereof by e-mail.

Assigned Applicants are not entitled to revocation regarding the purchase of a ticket (within two weeks or otherwise). Any agreement between the Organiser and an Assigned Applicant, relating to the purchase of Entrance Tickets will be binding on the Applicant, and therefore the Applicant is obliged to accept and pay for the ordered Tickets.

# 7. PAYMENT OF TICKETS

## 7.1. Payment terms

In the Webshop tickets need to be paid for directly. Or via Instalment payments see 7.2.

# 7.2. Payment in instalments

For a surcharge of 7%, the Organiser offers Ticket Buyers the option to pay for the purchase of tickets in 3 instalments The Ticket Buyer then pays a total of 7% surcharge on the price of the order. The 3 terms are as follows:

- Term 1: 40% at confirmation of the tickets;
- Term 2: 30% approximately 6 months before the race weekend
- Term 3: 30% approximately 3 months before the race weekend

If tickets are bought within 6 months before the race weekend the payment terms may differ.

Paying in instalments can be selected in the payment process for selected Tickets. You need to make the first payment on the Webshop and you will automatically be informed by CM.com when you need to make a term payment. Term payments have to be made by payment link within 7 days after receiving the payment link. If payment is not met, CM.com will issue a reminder after 7 days. If the payment is not made within 1 week (7 days) after the reminder, the Organiser reserves the right to void the tickets and sell them to another party without refunding any sums already paid.

It can be that spread payment is not offered as an option in certain sales phases.

## 7.3. Administration and mediation costs Tickets

For all ticket bookings directly from the Organiser, the Organiser charges a oneoff fee for each booking (for administration and mediation costs). Pursuant to the European regulations, this fee will be clearly specified when booking:

Passe-partout/Weekend Ticket (including children's & PRM Tickets)

per booking: € 15.99

Separate tickets (including children's tickets & PRM tickets)

per booking € 12.99

Mixed booking: The fee that is charged for the highest ticket

# 8. NAME & DISTRIBUTION OF TICKETS

# 8.1. Tickets by name (personalization):

All Tickets for the Event will be registered in name in order to prevent illegal resale and to provide the security services with a clear overview of who wants to visit the Event or, in the event of an emergency, who is located within the fences of the circuit.

Ticket Holders will have the opportunity to connect the names of the users of the Purchased Tickets to the tickets online (via the DGP Race BV app) until the tickets are issued in 2024 or 2025 respectively. In addition to the name, the organiser might also ask for other data like (not limited) the telephone number and e-mail address of the users of the Tickets. If a Ticket Holder still wants to change names after the issuing of the tickets, this can be done through our app, or through our ticketing partner CM.com. This may involve administrative costs. For Passe-partouts and Weekend tickets, only one name can be given for the ticket, but it can be used by different persons on different days.

Failure to comply with the obligation to provide this information within the requested period can result in the cancellation of the Tickets which have been purchased and/or issued, without right to a refund. Tickets that are not personalized to a name will not be sent and therefore will not give access to the

event. Personalization is enabled until the event ends, and tickets can be personalized at any point in time.

Note: if a ticket has been successfully shared by the Ticket Buyer with a chosen Ticket Holder and the Ticket holder accepts, the Ticket Buyer can no longer access the ticket, and any changes need to be made by the Ticket Holder

## 8.2. Distribution Tickets

The Organiser strives for an approach that is as efficient as possible and will therefore not issue physical Tickets. In 2024/2025, every Ticket Holder will receive the Ticket(s) from DGP Race BV or an official reseller in digital form. Tickets received from DGP Race BV directly will be made available in the DutchGP App. The Ticket Buyer will have the ability to forward the ticket(s) to chosen Ticket Holders via the app.

Note: if a ticket has been successfully shared by the Ticket Buyer with a chosen Ticket Holder and the Ticket Holder accepts, the Ticket Buyer can no longer access the ticket and any changes need to be made by the Ticket Holder

The scanning of the Ticket on a Ticket Holder's mobile device is carried out entirely at the Ticket Holder's own risk. The Organiser is not liable if a Ticket cannot be scanned and the Ticket Holder is not entitled to a refund of the amount of the Ticket and/or compensation in this case. A Ticket can only be scanned once and it is the sole responsibility of the Ticket Buyer that the Tickets is being used by the intended Ticket Holder. After scanning and entry there is no re-entry to the venue. Keeping the devices on which the Ticket Holder keeps the ticket adequately charged will be the responsibility of the Ticket Holder. There are NO charging options at the entrances.

Tickets remain the property of the Organiser at all times.

# 9. CANCELLATION CONDITIONS

#### 9.1. Cancellation conditions for Tickets

The Ticket Buyer acknowledges and agrees that all Purchases made at the Application Portal will be final. In the event that the Ticket Buyer wishes to cancel the allocated Tickets, a 100% cancellation fee will apply to all cancelled Tickets, including administration and service fees, if the Event actually takes place in 2024 or 2025 respectively. Should this period change after the

confirmation of your Tickets (outside of 2024 and/or 2025 respectively), the Organiser will offer you the possibility to cancel your tickets free of charge (or roll them over), if you can prove that you are unable to attend on the new date with good reason. For this purpose, you are required to send an e-mail to ticketing@dutchgp.com. For tickets obtained through an Official reseller or sub-reseller, there is no refund right through DGP Race BV. Here the conditions you accepted from the Official Reseller or sub-reseller apply. Tickets obtained from an unauthorized source will never be refunded by the Organiser.

## 9.2. Refund policy

In the event of cancellation of the Grand Prix, the Ticket Buyer is entitled to reimbursement of the Tickets purchased by the Ticket Buyer, however, subject to the condition that:

- any refunds can only be granted to the Ticket Buyer (and not to the Ticket Holder) and only up to the Purchase Price paid by such Ticket Buyer for Tickets and will, for the avoidance of doubt, not entitle the Ticket Buyer to a refund of all costs and expenses incurred by the Ticket Buyer or Ticket Holder in connection with travel or accommodation or other matters;
- 2. Any refund will never exceed the amount being covered by the insurance of the Organiser.
- 3. The Organiser and/or the Circuit owner shall have no further liability to the Ticket Buyer or Ticket Holder for any such cancellation, discontinuation, postponement or re-ride, or any other failure or default in the execution of the Grand Prix other than as set out in 1. and 2. above

In the event of a postponement of the Grand Prix (not withstanding article 8.1), the Ticket Buyer is entitled to new tickets for the postponed event/ date subject to the condition that:

- this right can only be granted to the Ticket Buyer (and not to the Ticket Holder) and will, for the avoidance of doubt, not entitle the Ticket Buyer/ Ticket Holder to a refund of all costs and expenses incurred by the Ticket Buyer or Ticket Holder in connection with travel or accommodation;
- 2. subject to the foregoing, the Organiser and/or the Circuit owner shall not be liable to the Ticket Buyer or Ticket Holder for any such cancellation, discontinuation, postponement or re-ride, or any other failure or default in the execution of the Grand Prix.

For restitution from Official resellers or sub resellers we refer you to the agreement & conditions you have made with these entities.

# **10. USE OF TICKETS**

## 10.1. Resale

The resale, transfer of tickets, offering or advertising tickets for resale or transfer, whether free or against remuneration, is strictly prohibited, except in the case of sales by an Official Reseller and/or (sub-)reseller of an Official Reseller.

It is allowed to:

- 1. to transfer Tickets to other natural persons (whose information will linked to the tickets online) on the condition that:
  - i. the tickets are for personal use;
  - ii. such transfer is never made for a fee higher than the price of the ticket, increased by a handling fee (if any) paid by the Ticket Buyer; and
  - iii. third parties, through the transfer of Tickets, agree to be subject to these General Terms and Conditions.

Tickets are not (unless written exemption has been received from FOWC and the Organiser):

- 1. to be used for any form of promotion, advertising, fund-raising, auction, lottery or any other similar commercial or non-commercial purposes;
- 2. to be used as a prize (or part of a prize), give-away in any competition, (promotional) game of chance, lottery or contest;
- to be combined with and sold as part of a package of goods or services; or
- 4. to be combined with and sold as part of a travel or hospitality package (e.g. by combining flights, hotels and Tickets or other products or services).

The Ticket Holders are not allowed:

- 1. to seek any association (e.g. through advertising, marketing, promotion, etc.) with the Event, F1, Zandvoort Circuit or any other commercial entity;
- 2. to advertise, promote, give away, distribute, sell or offer for sale products or services in any part of the circuit, or through the public display of commercial messages on clothing worn or objects brought into the circuit.

For the avoidance of doubt, on the Circuit, no single brand that could be used for promotional or marketing purposes is to be displayed by any Ticket Holder. Unless the Organiser has given its explicit prior consent.

Tickets obtained or used in violation of these Terms and Conditions can be invalidated without entitlement to a refund, and any person attempting to use such a Ticket will be considered an offender and access will be denied or he/she/it will be removed from the circuit and can be held legally responsible. Any unauthorised sale or transfer of Tickets can be reported to the police by the Organiser.

#### 10.2. Access to the Event & the Circuit

Access to the relevant Circuit is permitted during the hours indicated on the Ticket or published on www.dutchgp.com.

Access to the Circuit is:

- 1. subject to compliance with:
  - i. these General Terms and Conditions;
  - ii. the house rules of DGP Race B.V. Zandvoort Circuit and the Paddock Regulations (if applicable), all of which can be found on the website of Zandvoort Circuit and/or DGP Race BV. Where there are discrepancies between these house rules and the conditions in this document the latter prevail. Accessing the Circuit means you automatically accept these Rules and Regulations. The organiser reserves the rights to change these Rules and Regulations unilaterally
  - iii. all applicable legislation (whether according to public law or otherwise), including all health and safety requirements including in relation to COVID-19 and otherwise.
- 2. entitled upon presentation of a valid Ticket per person (regardless of age) and, on request, an identity document with a valid photograph (passport or national identity card). The Ticket Holder is at all times obliged to show his Ticket at the request of the Organisation, security staff and other authorised persons. The Ticket Holder may be refused access to the Event if he/she/it has a Ticket that has been purchased through an unauthorised channel. The Organisation, FOWC and its affiliates or the FIA cannot be held liable, nor can any damage be claimed as a result of the (re)sale of a Ticket (including the validity of a Ticket) for the Event through any sales channel.
- 3. Ticket Holders who leave the circuit will not be admitted again.

The Ticket Holder is obliged, if requested, to cooperate with a body search when visiting the Event.

There may be cameras making recordings on the grounds/location where the Event takes place for surveillance and security purposes and for commercial purposes.

It is forbidden to bring professional photographic, film and other recording equipment to the location where the Event takes place (except with the explicit permission of the Organisation and FOWC), under penalty of confiscation for the duration of the Event. Organisation and FOWC and its affiliates do not accept any liability for seized or stored goods. For the sake of clarity, any removeable lens is prohibited. The recording of the Event for professional purposes or distribution other than in the Ticket Holders' own private, social network is prohibited, including the photographing, filming and making (other) sound, and/or image recordings, or the storing, recording or transmitting of any information or other data, including official timing, results, performance, telemetry, weather or race control data of, at, or in relation to the Event, as well as the reprinting and/or copying of the programme (booklet), posters and other printed items.

As a condition of entry to the Circuit you agree that (a) the use of any such recording, data or image for any form of public advertisement, display, commercial gain or for any other purpose (except for your private enjoyment) without the prior written consent of FOWC is strictly forbidden and will constitute a breach of these Terms and Conditions for which you may be liable; and (b) on request by the Organiser or FOWC, you shall assign to FOWC in writing the copyright and all other intellectual property in any image or recording that you create, make, store or record of, at or in relation to the Event; and (c) you consent to the use by FOWC (and by any third party authorized by FOWC from time to time) for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material) in any media worldwide, in perpetuity and on a royalty-free basis, and approved by FOWC of any still or moving picture images taken at the Event where such image includes any image of you, your voice or your likeness and you waive any and all of your personality and privacy rights to the extent necessary to permit such use.

Bringing your own food and/or drinks into the Event premises is prohibited. There will be plenty of opportunities to acquire food and drinks on the premises.

The Ticket Holder is obliged to identify himself/herself/itself at first request as well as during the visit to the Event, in order to enable the Organization to comply with its legal obligations within the framework of Events, including the non-provision of alcohol to persons of an age below the statutory age limit.

The minimum age for independent visits to the Event is 16 years.

For the full set of house rules and regulations please visit the DGP Race BV website.

# **11. MISCELLANEOUS**

# 11.1. Liability

In the event that the Organiser and/or the circuit owner violate their obligations (under these General Terms and Conditions or otherwise), the Organiser and/or the circuit owner will only be responsible for that loss or damage suffered by the Ticket Buyer/ Ticket Holder, which could reasonably have been foreseen as a consequence of the violation. The Organiser and/or the circuit owner and/or the FIA, FOWC and its affiliates are not responsible for any loss or damage that could not reasonably have been foreseen or considered at the time the Ticket Buyer/ Ticket Holder concluded a contract in accordance with these Terms and Conditions.

However, only loss covered by the insurance taken out by the Organisation and reimbursed by the insurer shall be eligible for reimbursement. Not eligible for compensation:

a) consequential loss/ damage;

b) non-material loss/ damage;

c) loss/damage caused by intent or wilful recklessness on the part of agents of the Organisation.

In the event of force majeure, being circumstances outside the Organisers reasonable control, in this context also including illness and/or cancellation, pandemic, epidemic, strikes, threat of terrorism, decision to cancel by the competent authority, fire, (bad) weather conditions, etc., the Organiser, FIA, FOWC and its affiliates have the right to move the Event to another date or another location or to cancel the Event.

The Organiser and/or the FIA, FOWC and its affiliates are not liable for loss/damage caused by cancellation or by a move as mentioned above. In the event of postponement or cancellation of the Event as referred to above, the Organiser shall make this as widely known as possible in the manner it deems appropriate, including by stating the applicable deadlines for reimbursement on the website. Only in the event of full cancellation the restitution policy as stated in these General Terms & Conditions will apply. This applies if the Ticket is purchased by Ticket Buyer from the authorised (pre)sales platforms of the Organiser, and not if the Ticket was purchased from another sales platform e.g. an Official Reseller or Sub reseller or an online 'secondary Ticket' marketplace or any other. Whether or not you are entitled to a refund if not bought from the Organiser directly depends on the agreements you made with the selling party.

Tickets obtained for free in sweepstakes and or give-aways will not give any right to restitution to the Ticket Buyer.

The Organisation and/or the FIA, FOWC and its affiliates are not liable for damages caused by not being able to build a Stand as a result of restrictions prescribed by the government or other competent authorities. In the case referred to above, the Organiser will use its best efforts to ensure that the seat offered for sale is available. However, the Organiser is not liable for any loss or damage suffered by the Ticket Holder if the seat offered for sale is not available including if the Organiser is prevented from constructing the relevant grandstand. An alternative and comparable product will be offered to the Ticket Buyer/ Ticket Holder. However, if the Ticket Buyer/ Ticket Holder refuses this alternative, the Ticket Buyer will be entitled to a refund in accordance with article 9.2. This applies if the Ticket is purchased by Ticket Buyer from the authorised (pre)sale platforms of the Organiser, and not if the Ticket was purchased from another sales platform e.g. an Official Reseller or Sub reseller or an online 'secondary Ticket' marketplace or any other. Whether or not you are entitled to a refund if not bought from the Organiser directly depends on the agreements you made with the selling party.

Entering the location where the Event takes place and attending the Event, is at the Ticket Holder's own risk. The Organisation and/or the circuit owner and/or the FIA, FOWC and its affiliates are not liable for any damage caused by entering or attending the Event, such as hearing, vision and other physical disorders, whether or not caused by other Ticket Holders of the Event. The Ticket Holder acknowledges that visiting a Grand Prix Event is accompanied by loud noise and other possible risks like flying debris in the event of accidents. Organisation declares that the Event has been arranged in accordance with applicable safety regulations for the audience.

The Organiser and/or the circuit owner and/or the FIA, FOWC and its affiliates are not liable for any business losses, and the Organiser and/or the circuit owner, FIA, FOWC and its affiliates will not be liable to Ticket Holders for any loss of profit, loss of turnover, business interruption or loss of business opportunities.

In any event, to the maximum extent permitted by law, the Organiser and/or the circuit owner and/or the FIA, FOWC and its affiliates including Formula One Management Limited, Formula One Licensing B.V., Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited, Formula Motorsport Limited, Formula One Marketing Limited, persons involved in the organisation of the Event (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) hereby reject any liability for loss, damage or injury to any Ticket

Buyer/ Ticket Holder and/or his/her property, including (but not limited to) indirect or consequential loss or damage, including (but not limited to) loss of pleasure or travel or accommodation costs, whether or not this damage or loss: (a) would occur in the ordinary course of business; (b) is reasonably foreseeable; or (c) is in the consideration of the parties, or otherwise.

The Organiser and/or the circuit owner and/or the FIA, FOWC and its affiliates are not responsible for any interruptions and/or restrictions to the view on the Grand Prix caused by (i) the position of the seat and/or (ii) the behaviour of other spectators.

Notwithstanding any provision in these Terms and Conditions, the Promoter and/or the circuit owner and/or the FIA, FOWC and its affiliates including Formula One Management Limited, Formula One Licensing B.V., Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited, Formula Motorsport Limited, Formula One Marketing Limited, persons involved in the organisation of the Event (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) shall not attempt to exclude or limit their liability: (a) for fraud or wilful misrepresentation; (b) for death or personal injury caused by the Organiser and/or the negligence of the above mentioned parties ; or (c) for all other matters for which it is not possible to exclude or limit statutory liability.

Nothing stated or implied in these General Terms and Conditions affects the Ticket Buyer's / Ticket Holder's statutory rights, or rights which cannot be excluded on grounds of Dutch law.

## 11.2. Third party offers on location

The Ticket Holder of the Event may be offered products and/or services at the Event by Third Parties, such as drinks or foods, merchandise or other products such as clothing or providers of (fairground) attractions. Although the Organiser selects these Third Parties with care, the Organiser is not a party included in an agreement between the Ticket Holder and this Third Party. The Organiser is never liable for any damage whatsoever resulting from the purchase or purchase by the Ticket Holder of a product or service, including a (fairground)attraction of this Third Party. The Ticket Holder indemnifies the Organiser against any claims for costs or damage that may arise from an agreement between the Ticket Holder and this Third Party. Any applicable General Terms and Conditions of the Third Party can always be requested from this third party.

#### 11.3. Information on the Website & Webshop

Although the Organiser pays great care and attention to the provision of information on the Website and her Webshops, it cannot give any guarantee regarding the nature and content of the information and is in no way liable for the content and consequences of its use. To the extent that the Website contains hyperlinks to offers, products, material or a third-party website, the Organiser is neither responsible nor liable for the operation of such hyperlink(s) and the access and content of the information on such a website.

## 11.4. Intellectual property rights

Everything published on the Website and social media, including music files, artist and label names, streaming, downloads, software, designs, drawings, logos is the intellectual property of the Organiser and/or FOWC and its affiliates (as applicable) or any licensor thereof on the basis of the law or an agreement.

The Ticket Buyer/ Ticket Holder must at all times acknowledge and comply with these intellectual property rights and comply with all restrictions imposed by law on the use of protected works. Nothing in these General Terms and Conditions is intended to transfer or license any intellectual property rights to the Ticket Holder.

The rules of the Copyright Act and other laws of intellectual property always apply in full for any use, and take precedence over these terms of use.

## 11.5. Unforeseen circumstances

The Organiser and/or the circuit owner reserve the right to make changes to the time, date and location of the Event due to unforeseen, exceptional circumstances: force majeure, pandemic, safety and/or security reasons or other decisions taken by a competent authority, which have a major impact on the Grand Prix held at the Circuit.

## 11.6. Changes to the General Terms and Conditions

The Organiser reserves the right to adjust these Terms and Conditions if this is necessary to ensure proper and secure organisation of the Event. The Organiser shall inform each Applicant of any such changes by e-mail to the address indicated by the Applicant on the Application Form.

## 11.7. Validity of the General Terms and Conditions

Should any or more of these Terms and Conditions be declared invalid, ineffective, unlawful or unenforceable by a competent court, regulatory authority or authority;

- 1. the other terms and conditions of these Terms and Conditions shall remain in effect as if the invalid, ineffective, unlawful or unenforceable provision(s) had not been included; and
- 2. where necessary and/or permitted under the applicable legislation, the invalid provision shall be replaced with a provision that comes close to the economic purpose of such an invalid provision.

## 11.8. Translation of General- and Booking Conditions

These general conditions have been translated from Dutch to English. Where there are discrepancies either by translation and/or otherwise, the Dutch General- and Booking Conditions will always prevail.

## 11.9. Sharing of information

DGP Race BV will share any relevant information (not for commercial use) with authorities and or other parties if this is needed for health and/or safety reason.