

# General & Booking Conditions Dutch GP 2022 and 2023 Tickets

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## 1. DEFINITIONS

### **Application**

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

### **Purchase price**

The total amount including taxes and handling fees that the Assigned Applicant/ Ticket buyer must pay as a result of accepting the Allocation of Tickets. This amount may be higher or lower if cascading options are chosen due to Allocation of Tickets in a different price category or on a different Stand.

### **Applicant**

A natural person over the age of 18 who is legally entitled/able to enter into an agreement to purchase tickets to the Dutch GP 2022 or 2023, in accordance with 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 Dutch GP.

### **Applicant**

A person who has submitted a correct and valid application and has received confirmation through the process as set out in these general terms and conditions

### **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. An Accreditation is non-transferable and, if transferred to another person, will be immediately be confiscated or invalidated by the Organisation. Abuse of an Accreditation for purposes for which it should not been used may result in exclusion from the Event. An Accreditation never gives the right to a seat on one of the Stands or access to areas not set out on the accreditation.

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

The set of conditions as set out in this document and published on the website [www.DutchGp.com](http://www.DutchGp.com). They are also referred to as Conditions for the remainder of this document.

**Cascading**

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

**Circuit**

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

**Third Parties**

Parties which, with permission of Dutch GP Race BV, sell and/or offer goods to Dutch GP Ticket Holders.

**DGP Race BV**

Promoter and sole entity entitled to the Dutch GP, having its registered office at Burgemeester van Alphenstraat 108, 2041 KP in Zandvoort.

**Ticket**

The paper, plastic or electronic/mobile ticket issued by Dutch GP and/or its partner CM to the Assigned Applicant and transferred accordingly to the Ticket Holder which (according to these General Terms and Conditions) grants the Ticket Holder the right to attend the Dutch GP 2022 or 2023. 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.

**Event**

The Dutch GP in the years 2021, 2022, 2023 held on the dates specified on the website, held on the Event Area of the Zandvoort circuit and any surrounding areas.

**Face Value**

The price printed on the card including tax but exclusive of handling fee.

**FIA**

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

**FOWC**

Formula One World ~Championship Limited

**Individual Ticket**

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

**PRM Ticket**

One of the types of Tickets (as further described below) offered for sale at the Application Portal for the Dutch GP, is a Ticket for an Easily Accessible Seat or a Ticket for Wheelchair Users.

**Official Reseller**

A seller of Tickets and/or packages including Tickets, contracted by Dutch GP. These Resellers will be placed on the Dutch GP website. If an organisation is not named there, it is not considered an official Reseller.

**Organisation/Organiser**

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

**Passe-partout**

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

**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.

**Assigned Applicant**

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

**Ticket Holder**

Any person who is actually and lawfully in possession of a Ticket, including, but not limited to, Assigned Applicants, Ticket buyers and Guests and Sponsor Invitees (if applicable).

### **Ticket Buyer**

Anyone that is or has bought a ticket for the event through the official organisers systems.

### **Allocation**

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

### **Weekend Ticket**

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

### **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.

### **Webshop**

Any official webshop operated by the Organiser under its own name under its own responsibility.

## **2. ENTITY AND PARTIES**

### **2.1. Parties**

For the Formula 1 Dutch Grand Prix 2021/2022/2023 (the '**Event**') in Zandvoort, DGP Race BV has been appointed by FOML 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 affect 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 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 applies for/purchases a Ticket for an Event organised by the Organisation (Assigned Ticket Holder/ Ticket Buyer).

These General Terms and Conditions also apply if these agreements are concluded through an Official Reseller appointed by the Organization for the relevant Event.

The applicability of any General Terms and Conditions of the Ticket Holder is explicitly rejected.

#### *3.2. Authorised Reseller*

The validity of the ticket is only guaranteed in case of purchase from an authorised Reseller or from the Organiser. The burden of proof in this respect rests with the Ticket Holder. Authorised Resellers are stated by name on [www.Dutchgp.com](http://www.Dutchgp.com).

#### *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](http://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 date of the Event will be set by the FIA and will take place 2,3,4 September 2022. The date for 2023 still needs to be set by the FIA. If you purchase a ticket for the 2023 race you accept that this date is currently unknown. The programme can be found in an overview on our website [www.dutchgp.com](http://www.dutchgp.com) Note!!: this program and the date of the Event are both still subject to changes made by FOM and the FIA. 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 2022 or 2023 (in case you bought a ticket for 2023), 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) 2022 or 2023; Possibly not available
- Weekend Tickets (Sat/Sun ticket) 2022 or 2023 / NOTE NO FRIDAY ACCESS!
- 2 Year Weekend Tickets (Sat/Sun ticket 2022/2023)
- Individual Tickers (Friday or Saturday or Sunday) 2022 or 2023;
- Kids Tickets. 2022 or 2023.

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.

Most Tickets can also be applied for as 2-year tickets, which means that the Applicant, if allocated with respect to thrice the published price for the Ticket, purchases the right to attend the Event in the same category for 2 consecutive years.

#### *4.4. Ticket Categories*

Each registered person can apply for a maximum of 6 tickets. Ticket applications can be made in the following price category per day. The categories that will be available are:

Zones:

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

#### *4.5. PRM Tickets*

Tickets for persons with reduced mobility will be separately available for each day and in PP and WK form 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 PMR tickets are required to e-mail a proof of disability to [ticketing@dutchgp.com](mailto:ticketing@dutchgp.com), stating your name and e-mail address. This only has to be done after the actual allocation 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.

#### 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 in the payment process after the Tickets have been allocated. Parking is subject to additional costs that will be clearly specified in the payment process.

PMR 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](http://www.DutchGP.com) and/or the Application Portal/webshop.

#### 2-year Prices.

For the 2-year products, the product price in year 3 is identical to the price for year 2 (i.e. an Applicant pays 2 times the price in year 2). Customers who possess these Ticket Requests will therefore, after allocation, are guaranteed tickets for 2022 and 2023. In addition, are guaranteed that the prices for their tickets will be increased in year 3. 2-year tickets can be purchased through payment in instalments.

#### 4.8. *2-year tickets*

Dutch GP will make available tickets for 2-year purchases on every Grandstand and in all categories. If the available 2-year tickets are sold out, race fans that have requested a 2-year ticket will automatically be considered for a 1-year ticket if their position in the ballot warrants that. This does not apply to sales through a webshop so request allocation only. 2-year tickets cost 2 times the price for the 2022 event. 2-year tickets can be requested in the request portal in the options section.

## 5. APPLICATION & ALLOCATION TICKETS

### 5.1. *Registration and Application*

In order to apply for tickets, each Applicant must first register through the registration form at [www.DutchGP.com](http://www.DutchGP.com).

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.

## **5.2. Unique Link**

All persons who have registered through [www.dutchgp.com](http://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.

## **5.3. 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).

## **5.4. 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 steel 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 2022 or 2023 (in case you bought a ticket for 2023). 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.

#### 5.5. *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 F1 Dutch Grand Prix. Naturally, we strive to offer each person their first choice of Ticket. 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.*

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.

### *5.6. 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.

### *5.7. 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 December 2021. 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.

## **6. PAYMENT OF TICKETS**

### *6.1. Payment terms*

After receipt of the Allocation, the full amount must have been credited to the Organiser's account within five working days. For this purpose, assigned Applicants will be sent a payment link by e-mail upon confirmation of the Allocation.

Assigned Applicants will be asked to check their confirmed Tickets for any inaccuracies, taking into account any tickets allocated in other Zones due to cascading. Inaccuracies must be reported by e-mail to the Organiser by email to [Ticketing@DutchGP.com](mailto:Ticketing@DutchGP.com) within 2 days of opening the confirmation

Assigned Applicants can make the payment either through iDEAL or by credit card. Once the payment has been credited to the Organizer's account, the Tickets are guaranteed and the Assigned Applicant will receive a final confirmation of the Tickets by e-mail. We advise the Assigned Applicant to store this confirmation in a safe place, as it gives the Assigned Applicant the right to be sent the Tickets in 2022 or 2023 (in case you bought a ticket for 2023).

In the webshop tickets need to be paid for directly.

### *6.2. Administration and mediation costs Tickets*

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

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

per booking: € 15.99

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

per booking € 10.99

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

Administration and mediation fees are per booking and will remain the same if a request is made for 1 or 2 years.

## 7. WEBSHOP SALES

If tickets are still available in after the allocation process these will be made available through a webshop. In the webshop you can directly selected and pay for tickets. All relevant terms and conditions in this document are applicable for these kind of sales as well.

### 7.1. *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 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. 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 2022 or 2023 (in case you bought a ticket for 2023). 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 webshop Portal.

It is at all times the responsibility of the ticket buyer 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 ticket buyer to comply with the above requirements will result in the Application being rejected or the sale being cancelled.

The ticket buyer is himself solely responsible for ensuring that all information provided by the ticket 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).

When the 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 chosen Tickets and prices are listed again. If the ticket buyer agrees with the selection, he or she clicks the 'Buy' button to definitively secure the tickets.

In the webshop the Ticket buyer will then move on to the payment page.

Buyers in an official webshop will receive a confirmation email after payment has been made successfully. Upon receipt of this email tickets are 100% confirmed and allocated.

For fans that have registered before July 1<sup>st</sup> 2021, there could be a tiered pre-sale opportunity

## **8. NAME & DISTRIBUTION OF TICKETS**

### **8.1. *Tickets by name:***

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 Allocated Tickets to the tickets online until the tickets are issued in 2022 or 2023 (in case you bought a ticket for 2023) . In addition to the name, we also ask for 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 website and through mobile channels such as the WhatsApp and SMS of our ticketing partner CM.com. This may involve administrative costs. For Passe-partouts and Weekend tickets, a different name can be given for each day.

Failure to comply with the obligation to provide this information within the requested period will result in the cancellation of the Tickets which have been allocated and/or issued.

## **8.2. *Distribution Tickets & Souvenir Tickets***

The Organiser strives for an approach that is as efficient as possible and will therefore not issue physical Tickets. In 2022 or 2023 (in case you bought a ticket for 2023), every Ticket Holder will receive the Ticket(s) from us in digital form. This will be e-mailed to the Ticket Holder. If the Ticket Holder wants a souvenir of the Event, the Organiser offers the option of purchasing a so-called souvenir Ticket. This can be selected for an additional fee in the payment process.

A souvenir Ticket must be sent to the Ticket Holder. This will incur shipping costs. As souvenir Tickets are official Tickets, they will be sent exclusively by courier. Costs for this will be indicated at the souvenir Tickets option.

The scanning of the Ticket on a Ticket Holder's mobile device is carried out entirely at the Ticket Holder's own risk. The e-tickets can be physically printed by the Ticket Holder and taken to the Event. 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.

Tickets remain the property of the Organiser at all times.

## **9. CANCELLATION CONDITIONS**

### **9.1. *Cancellation conditions for Tickets***

The Applicant acknowledges and agrees that all applications made at the application portal will be final. In the event that the Applicant 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 2022 or 2023 (in case you bought a ticket for 2023). Should this period change after the confirmation of your Tickets (outside of 2022 or 2023), the Organiser will offer you the possibility to cancel your tickets free of charge 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](mailto:ticketing@dutchgp.com). For year 3 (in case of requesting 2/3-year tickets), if the event does not take place in 2022 or 2023 (in case you bought a ticket for 2023), there will be no cancellations allowed.

## 9.2. *Refund policy*

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

1. any refunds can only be granted to the Assigned Applicant (and not to the Ticket Holder) and only up to the Purchase Price paid by such Assigned Applicant for Tickets and will, for the avoidance of doubt, not entitle the Applicant to a refund of all costs and expenses incurred by the Assigned Applicant or Guest(s) in connection with travel or accommodation;
2. Any refund will never exceed the amount being covered by the insurance of the Organiser.
3. The Organiser-parties and/or the Circuit Owner shall have no further liability to the Assigned Applicant or Guest 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 (notwithstanding article 8.1), the Assigned Applicant is entitled to new tickets for the postponed event/ date subject to the condition that:

1. this right can only be granted to the Assigned Applicant (and not to the Ticket Holder) and will, for the avoidance of doubt, not entitle the Applicant to a refund of all costs and expenses incurred

- by the Assigned Applicant or Guest(s) in connection with travel or accommodation;
2. subject to the foregoing, the Organiser-parties and/or the Circuit Owner shall not be liable to the Assigned Applicant or Guest 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.

## 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.

It is allowed to:

1. to transfer Tickets to other natural persons (whose information will be 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 published at [www.DutchGP.com](http://www.DutchGP.com), increased by a handling fee (if any) paid by the Ticket Holder; 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 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;
3. 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 will 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 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](http://www.dutchgp.com).

Access to the Circuit is:

1. subject to compliance with:
  - i. these General Terms and Conditions;
  - ii. the house rules of Zandvoort Circuit and the Paddock Regulations (if applicable), both of which can be found on the website of Zandvoort Circuit. Where there are discrepancies between these house rules and the conditions in this document the latter prevail.
  - 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 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), 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. The recording of the Event for professional purposes or distribution other than in the Ticket Holders' own private, social network, including photographing, filming and making (other) sound, and/or image recordings, is prohibited, 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 customer is obliged to identify himself/herself 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.

## 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 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 Applicant 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 in the broadest sense of the word, in this context also including illness and/or cancellation, pandemic, strikes, threat of terrorism, decision to cancel by the competent authority, fire, (bad) weather conditions, etc., the Organisation has the right to move the Event to another date or another location or to cancel the Event.

Organisation 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 Organisation 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 Holder from the authorised (pre)sales retailers of the Organiser, and not if the Ticket was purchased from another sales platform (not Authorised by the Organiser), e.g. an online 'secondary Ticket' marketplace. Tickets obtained for free in sweepstakes and or give-aways will not give any right to restitution to the Ticket Holder.

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 Holder. However, if the Ticket Holder refuses this alternative, the Ticket Holder will be entitled to a refund in accordance with article 9.2. This applies if the Ticket is purchased by Ticket Holder from the authorised (pre)sale retailers of the Organiser, and not if the Ticket was purchased from another sales platform (not Authorised by the Organiser), e.g. an online 'secondary Ticket' marketplace.

Entering the location where the Event takes place and attending the Event, is at the customer'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 named 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 Organizer and/or the Circuit Owner and/or the FIA, FOWC and its affiliates are not liable for any business losses, and the Organizer and/or the Circuit Owner and/or FIA and/or 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 hereby reject any liability for loss, damage or injury to any 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 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 Circuit Owner and/or the FIA, FOWC and its affiliates or the negligence

of their officials, employees or representatives; 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 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 with a stand, 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*

Although the Organiser pays great care and attention to the provision of information on the Website, 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, social media and made public at the Event or what belongs to it, including music files, artist and label names, streaming, downloads, software, designs, drawings, logos and trademarks belongs to the intellectual property of the Organiser or any licensor thereof on the basis of the law or an agreement.

The 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*

Dutch GP 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.