

OVERSEAS TICKETING PARTNERSHIP AGREEMENT

THIS AGREEMENT is made on 8 January 2024 between

- (1) SINGAPORE GP PTE. LTD. (Company Registration No. 200707649N), a company incorporated in Singapore and having its registered office at 50 Cuscaden Road #08-01 HPL House, Singapore 249724 ("SGPPL"); and
- (2) Comfort International M.I.C.E. Service Co., Ltd (Company Registration No. L-BJ-CJ00011), a company incorporated in China and having its registered office at Room 1510, Ruichen International Centre, No 13, Nonzhanguan South Road, Chaoyang District, Beijing 100051 (the "Partner"),

(collectively, the "Parties" and each a "Party").

WHEREAS

- (A) SGPPL is the promoter of the FORMULA 1 SINGAPORE GRAND PRIX.
- (B) SGPPL has agreed to appoint the Partner as an Overseas Ticketing Agent to sell tickets and hospitality packages for the FORMULA 1 SINGAPORE GRAND PRIX for the year of 2024 and 2025 on the terms and conditions set out in this Agreement.

NOW THE PARTIES HEREBY AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Anti-Corruption Laws"	has the meaning given in Clause 10.2(a).
"Authorised Resellers"	has the meaning given in Clause 2.4.
"Circuit"	means the temporary motor racing circuit known as Marina Bay Street Circuit in Singapore for the staging of the Race and includes all related and ancillary areas such as viewing areas, fan villages and other areas provided by SGPPL for the operation of the Race.
"Client"	means any person(s) (including any individual, partnership (including limited partnership and limited liability partnership), company or other body corporate or other legal entity) that has purchased Hospitality Package(s) from the Partner.
"Compliance Violation"	means a conviction for, or reaching a settlement with any relevant authority involving any admission in relation to, an offence under Anti-Corruption Laws.
"Cut-Off Date"	has the meaning given in Clause 7.5.
"Data"	has the meaning given in Clause 5.8.
"Differential Amount"	has the meaning given in Clause 6.5(g).
"Event Organiser"	means FOWC or where appropriate FOM.

"Facility"	means the facility or facilities constructed for the relevant Hospitality Packages for use during the Race.
"FIA"	means Federation Internationale de l'Automobile.
"Financial or other advantage"	means anything of value, including but not limited to money or hospitality.
"FOWC"	means Formula One World Championship Limited and/or its affiliates (and where the context requires shall include FOM or any employee, representative, agent or contractor acting on its or their (as the case may be) behalf).
"FOM"	means Formula One Management Limited.
"FOML"	means Formula One Marketing Limited and/or its affiliates.
"Full Payment"	means the total cost (deposit and final balance) of the Hospitality Package(s) including GST. SGPPL shall only be deemed to have received Full Payment once it receives confirmation that cleared funds have been received by SGPPL's bank.
"GDPR"	means the General Data Protection Regulation 2016/679.
"GST"	means any goods and services tax, value added tax or similar consumption tax payable on any transaction in accordance with applicable law.
"Hospitality Package"	means a package including the tickets granting access to the Facility (which may differ from package to package) during the Race, and food and beverages provided at the Facility.
"Hospitality T&Cs"	has the meaning given in Clause 2.11.
"OTP System Access Agreement"	has the meaning given in Clause 5.2.
"Overseas Ticketing Agent"	means a company or other person appointed by SGPPL to sell Tickets and Hospitality Packages to Ticket Purchasers and Clients residing outside Singapore.
"Personal Data"	shall bear the meaning ascribed to it in the applicable data protection laws, including without limitation the GDPR and the Singapore Personal Data Protection Act 2012 ("PDPA").
"Personnel"	means all personnel whom that Party utilises, including the staff, labour and other employees of that Party and of any of that Party's subcontractors.
"Processing"	shall bear the meaning ascribed to it in the applicable data protection laws, including without limitation the GDPR and the PDPA, and "Processes" and "Processed" shall be construed accordingly.
"Public Official"	means a public official and includes (a) any officer, director, employee, or other person, whether elected or appointed, in any branch of national, local or municipal government, or department, agency, or instrumentality thereof, including state-controlled or state-owned business, enterprise, corporation, organisation, or other entity; (b) any political party, political party official or any candidate for public office; (c) any official or agent of a public international organisation; and (d) any person acting in an official capacity

	for and on behalf of any of the foregoing or who exercises a public function for any of the foregoing.
"Published Rates"	means the Ticket and Hospitality Package prices which at the date of this Agreement are set out in Schedule 1, which may be revised by SGPPL by written notification to the Partner.
"Race"	means the FORMULA 1 SINGAPORE GRAND PRIX held in any year during the Term and includes related and ancillary activities provided by SGPPL such as entertainment, hospitality, and patron engagement.
"Related Person"	means a spouse or civil partner, child, parent or sibling (whether by blood or by marriage), or other family member or guest of a Public Official.
"Relevant Order Date"	has the meaning given in Clause 5.4.
"Relevant Terms"	has the meaning given in Clause 4.1.
"Sales Commission"	means the commission set out in Schedule 1 (as may be amended at any time and from time to time) payable by SGPPL to the Partner for each Ticket order or Hospitality Package order (as the case may be) processed and confirmed by SGPPL.
"Sellable Inventory"	means Tickets and Hospitality Packages approved by SGPPL for the Partner to sell.
"SGPPL"	means Singapore GP Pte. Ltd., the promoter of the Race and exclusive distributor of the Tickets.
"Start Date"	means in respect of any Race, the first day of such Race.
"STB"	means the Singapore Tourism Board.
"System"	has the meaning given in Clause 5.1.
"Term"	has the meaning given in Clause 17.1.
"Ticket"	means any ticket, pass, credential or other document or general or specific authorisation granted by SGPPL allowing entry to the Race. In this connection, a reference to a "Ticket" may be a reference to (as the case may be) a set of passes for the trial day, qualifying day and race day or a single day pass sold separately.
"Ticket Holder"	means the holder of a Ticket that has been purchased from the Partner.
"Ticket Purchaser"	means the person who purchased the Ticket from the Partner.
"Tickets T&Cs"	has the meaning given in Clause 2.10.
"TSP"	means the company or companies appointed by SGPPL to provide ticketing services on behalf of SGPPL for the Race.
"Units of Sellable Inventory"	means the units of Tickets and Hospitality Packages sold by the Partner.

1.2 Interpretation

- (a) The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.
- (b) Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation".
- (c) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter).
- (d) Any reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (e) An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate.
- (f) Any reference to a clause, subclause, schedule, item or appendix shall, except where specified or the context requires otherwise, refer to the relevant clause, subclause, schedule, item or appendix in this Agreement.

2. Conditions on pricing, packaging and reselling of tickets

- 2.1 SGPPL hereby appoints the Partner, and the Partner hereby accepts the appointment, to sell on a non-exclusive basis during the Term the Sellable Inventory in such countries approved by SGPPL in writing, but not in any case Singapore, always in strict accordance with the terms and conditions hereunder.
- 2.2 The Partner shall only be permitted to sell Sellable Inventory as specified in Schedule 1 (as may be amended by SGPPL at its sole discretion from time to time) (and in the same form and manner that are specified therein) and only at the Published Rates specified in Schedule 1 (as may be amended by SGPPL at its sole discretion from time to time), unless otherwise authorised by SGPPL in writing. For the avoidance of doubt, no Ticket or Hospitality Package may be segregated into separate smaller products (for example, a 3-day Ticket into separate single day tickets) for sale. For the avoidance of doubt, the Partner's rights under this Agreement are limited to Races taking place within the Term.
- 2.3 Where Sellable Inventory is sold in a currency other than Singapore currency, the price of the relevant Tickets and/or Hospitality Packages shall be determined based on currency exchange rates offered by a major bank selected by SGPPL either in the Partner's country or in Singapore at the time that a payment is made to SGPPL.
- 2.4 Subject to first receiving SGPPL's prior written consent, which may be given or refused in SGPPL's absolute discretion, the Partner may enter into reseller agreements with such approved third parties to sell Tickets and/or Hospitality Packages ("**Authorised Resellers**") provided always that:
 - (a) the Authorised Resellers shall be bound by terms and conditions substantially and materially similar to the terms and conditions of this Agreement and in no way diminishing any rights of SGPPL;
 - (b) the Partner must provide SGPPL with such information about the Authorised Resellers or proposed Authorised Resellers as requested by SGPPL;
 - (c) the reseller agreements shall incorporate the terms set out in Schedule 2 and no other terms to be included in the reseller agreements shall be inconsistent with, nullify or otherwise affect such terms to be incorporated as set out in Schedule 2;
 - (d) the Partner acknowledges and agrees that it will:
 - (i) at all times be solely responsible for all acts and omissions of and for any and all

liabilities of its Authorised Resellers; and

- (ii) be liable under this Agreement for any act or omission of the Authorised Reseller that would, if committed by the Partner would be considered a breach of this Agreement, as if such act or omission was in fact committed by the Partner; and
- (e) without prejudice to Clause 16 herein, the Partner shall indemnify and hold harmless SGPPL against all claims, losses and damages arising out of or in connection with its appointment of such Authorised Resellers and/or the reseller agreements and/or the acts or omissions of its Authorised Resellers.

For the avoidance of any doubt, any consent given by SGPPL for any Authorised Reseller and/or reseller agreement entered into pursuant to this Clause shall not in any way affect SGPPL's rights under the terms and conditions of and/or obligations to be performed by the Partner under this Agreement. For the purposes of this Agreement (in particular, Clauses 3 and 5), any Ticket or Hospitality Package ordered or sold by an Authorised Reseller shall be deemed to have been ordered or sold by the Partner, and the Partner shall be solely responsible for placing its Authorised Resellers' Ticket orders or Hospitality Package orders on the System and be solely responsible for paying any fees or commission to its Authorised Resellers.

2.5 Notwithstanding any other provision to the contrary herein, the Partner shall not sell, re-sell, distribute and/or market:

- (a) any ticket, hospitality package, race experience package or other similar package which has been or is being marketed, promoted or sold in connection with the Race or lends the impression of a race experience at the Race or being entitled to a view of any part of the Race or any part of the Circuit, save for Sellable Inventory or bundled packages comprising Sellable Inventory;
- (b) any other ticket, hospitality package, race experience package or other similar package which would otherwise contradict the rights granted to the Partner pursuant to this Agreement; and
- (c) any bundled Ticket packages or Hospitality packages without approval by SGPPL including the marketing communications and promotion of the Ticket package or Hospitality packages and related inclusions and benefits, and where such approval is given by SGPPL, any benefits given or offered within the Circuit that are bundled with Ticket packages or Hospitality packages shall not, without FOML's express written approval, be referred to as 'experiences' in any sales, promotional or marketing material or otherwise promoted, marketed, sold or distributed as 'experiences'.

2.6 Without limiting its other rights, SGPPL reserves the right to terminate this Agreement forthwith, without notice or compensation, if the Partner is in breach of any of the above Clauses 2.2, 2.3, 2.4 and/or 2.5. If SGPPL exercises its right of termination under this Clause, the provisions in respect of the consequences of termination under Clauses 17.3 and 17.4 shall apply.

2.7 The Partner shall use best efforts to package Sellable Inventory with hotel stays, airline tickets and/or land transfers when selling the Sellable Inventory.

2.8 The Partner shall make known to its existing list of customers all Ticket and Hospitality Package information and prices and take all commercially reasonable efforts to advertise and sell Sellable Inventory for the Race. The Partner shall provide full and accurate information of the Race, Tickets and Hospitality Packages to its customers and promptly update its customers of any changes to such information where appropriate.

2.9 The Partner undertakes to promote the Race in accordance with the terms set out in Schedule 3 and such other policies, guidelines and directions as SGPPL may require from time to time. In performing its obligations under this Agreement, the Partner shall act in good faith towards SGPPL and shall not

allow its interests to conflict with SGPPL's interests. The Partner shall diligently, promptly and professionally perform its obligations under this Agreement as appropriate to a ticketing agent and as is consistent with standard industry practice and the Partner's past practices (if any).

- 2.10 The Partner shall ensure that all Ticket Purchasers are notified of, and agree to be bound by, SGPPL's general terms and conditions for ticket sale and entry, the effective version of which will be the latest version published at <http://www.singaporegp.sg> (or such other URL as designated by SGPPL) ("Tickets T&Cs"). SGPPL may at any time in its sole discretion amend or vary any provision of the Tickets T&Cs and it shall be the Partner's responsibility to check and ensure the latest version of the same is notified to the Ticket Purchasers.
- 2.11 The Partner shall ensure that all Clients are notified of, and agree to be bound by, SGPPL's terms and conditions of sale for Hospitality Packages and any amendments made to it from time to time (the "Hospitality T&Cs"). The Hospitality T&Cs in force as at the date of this Agreement are set out in Schedule 4. SGPPL may at any time in its sole discretion amend or vary any provision of the Hospitality T&Cs and shall notify the Partner in writing of any such amendment or variation.
- 2.12 The Partner shall not in any way use any Sellable Inventory, or knowingly sell or allow any Sellable Inventory to be used, for advertising, promotional or commercial purposes (including, without limitation, trade incentives, prizes, competitions, contests, sweepstakes, raffles, tombolas, lotteries, or draws, whether for commercial or charitable purposes) without the prior written consent of SGPPL, who may grant permission subject to terms or withhold permission at its sole and absolute discretion, and in the case SGPPL grants permission, (a) such advertising, promotional or commercial initiatives shall comply with the prevailing terms and conditions of such Sellable Inventory; (b) FORMULA 1 [TITLE SPONSOR] SINGAPORE GRAND PRIX [YEAR] (or such other name notified by SGPPL) is referred to in any such promotional or incentive initiatives; and (c) such initiatives do not conflict with the interests of SGPPL, FOWC and any of their business partners.
- 2.13 The Partner shall bear all costs and expenses in carrying out its obligations under this Agreement.
- 2.14 SGPPL shall be entitled to appoint any other Overseas Ticketing Agents to sell Tickets and Hospitality Packages in the Partner's designated country or countries.
- 2.15 Without prejudice to Clause 9.2, nothing in this Agreement shall be construed to grant the Partner any right of association with SGPPL, FIA, FOWC, FOML or their respective affiliates, or STB, the FIA Formula One World Championship or the Race. The Partner shall also ensure that no commercial brand or logo will be included or associated with the Circuit name or any building utilised for the staging of the Race, and that the Circuit, its name or the land upon which the Circuit is built will not be sponsored in any manner whatsoever.
- 2.16 The Partner shall be responsible for obtaining all necessary and/or applicable statutory or other licences, permits, consents and approvals in respect of the performance of the Partner's duties, from the relevant governmental agencies, regulatory authorities or persons or body of persons (whether incorporated or not) at its own cost and expense. The Partner shall comply with all applicable laws, bylaws, regulations and the requirements of any governmental or regulatory authority, relating to this Agreement and performance of the obligations herein, and make all payments due to the relevant authorities punctually.
- 2.17 Save as provided for the appointment of Authorised Resellers in accordance with Clause 2.4, the Partner shall not subcontract any portion of its duties under this Agreement without the prior written consent of SGPPL.

3. Sales Commission

3.1 SGPPL agrees to pay the Partner the Sales Commission, computed as a percentage of the Published Rates excluding GST, multiplied by the receipts for Units of Sellable Inventory:

(a) held by SGPPL; and

(b) sold by the Partner,

following, and in respect of, each Race during the Term.

3.2 Further to Clause 3.1 and for the avoidance of doubt:

(a) where GST is payable in addition to the Published Rate of any Tickets or Hospitality Packages, then Sales Commission is calculated on the transaction amount excluding GST;

(b) where GST is included in the Published Rate of any Tickets or Hospitality Packages, then Sales Commission is calculated on the amount after deducting the GST included within the Published Rate;

(c) no revenue in respect of a Unit of Sellable Inventory shall be counted more than once; and

(d) the Sales Commission payable by SGPPL to the Partner may be advanced or set off by SGPPL against the total price payable by the Partner to SGPPL in respect of the Units of Sellable Inventory sold by the Partner at the Published Rates net of any applicable discount, cancellation, credits and/or refunds.

3.3 Only Units of Sellable Inventory sold in accordance with Clause 5 of this Agreement, and not through any other sales channel including SGPPL's website, ticket outlets or other third-party ticketing agents (save for Authorised Resellers), and paid in full, will be entitled to the Sales Commission.

3.4 If SGPPL agrees to advance or set off payment of the Sales Commission to the Partner against payment by the Partner for Units of Sellable Inventory in accordance with Clause 3.2(d), this will be without prejudice to SGPPL's position in this Agreement, including pursuant to Clauses 3.1, 3.5, 6.3, 6.5 and 16. Where SGPPL refunds payments for Units of Sellable Inventory, Sales Commission will not be payable to, and if already paid must be promptly refunded by, the Partner.

3.5 SGPPL's determination as to whether the Partner is entitled to any Sales Commission shall be conclusive and binding on Partner for all purposes.

4. Changes to Relevant Terms

4.1 The Parties acknowledge and agree that Schedule 1 sets out the Published Rates, Sales Commissions and other terms and conditions (the "Relevant Terms") applicable for the 2024 Race and 2025 Race and is included in this Agreement for indicative purposes only. The actual Relevant Terms applicable for the 2024 Race and 2025 Race shall be determined by SGPPL as soon as is practicable and provided to the Partner and shall thereupon be the Relevant Terms applicable for this Agreement.

4.2 Notwithstanding any other provision to the contrary herein, unless otherwise agreed in writing, the Partner shall not have any right or authority to sell any Sellable Inventory in respect of a Race following the final Race of the Term, unless and until the Parties have entered a new agreement or extension of this Agreement to cover such Race.

5. Ticket Orders and Payment Terms

- 5.1 Subject to Clauses 5.2 and 5.3, all orders for Tickets and Hospitality Packages must be submitted through the TSP system, or such other computerised ticketing system that is maintained by TSP or such other ticketing services provider that SGPPL may appoint ("System"). SGPPL will inform the Partner of any change from TSP to an alternate ticketing services provider and in that case a reference to TSP in this Agreement shall from that point mean the alternate ticketing services provider. SGPPL reserves the right to reject any submission of any order for Sellable Inventory through any other means other than through the System.
- 5.2 The Partner shall, prior to submitting any orders for Sellable Inventory, enter into the Singapore Grand Prix Overseas Ticketing Partner's System Access Agreement or such other agreement as may be required by TSP for the licence to use TSP's software and grant of access to the System ("OTP System Access Agreement") with TSP.
- 5.3 The Partner acknowledges and agrees that any submission of an order for Sellable Inventory through the System (with or without payment) does not constitute acceptance of the order by SGPPL, and SGPPL reserves at all times the right, at its sole and absolute discretion, to accept or reject any such order from the Partner submitted through the System.
- 5.4 For orders for Sellable Inventory received by SGPPL through the System on or before the date falling 15 days prior to the Start Date ("Relevant Order Date"), the Partner must make payment within ten (10) days from the date of the invoice issued by SGPPL directly or through the System.
- 5.5 For orders for Sellable Inventory received by SGPPL through the System after the Relevant Order Date, the Partner must make payment immediately upon submission of the order through the System.
- 5.6 Payment shall be made by credit card, company cheque, or electronic fund transfer to the account of Singapore GP Pte. Ltd. as follows:
- | | |
|-------------------|--|
| Beneficiary Name: | SINGAPORE GP PTE. LTD. |
| Account No: | 581-569985-001 |
| Beneficiary Bank: | Oversea- Chinese Banking Corporation Ltd Singapore |
| Swift Code: | OCBCSGSG |
| Address: | 65 Chulia Street, #10-00 OCBC Centre Singapore 049513 |
| Bank Code: | 7339 |
| Branch Code: | 581 |
- 5.7 SGPPL shall have no obligation to issue any Tickets or Hospitality Packages to the Partner if payment is not received for the relevant Sellable Inventory in accordance with this Clause 5.
- 5.8 The Partner agrees that TSP's software and/or the System is provided on an "as is where is" basis, and the use of which is entirely at the Partner's sole risk. SGPPL shall not be liable for any loss or damage arising from or in relation to such use and/or the OTP System Access Agreement. All rights, title and interest in the copyrights, database rights, proprietary information rights and other intellectual property rights as may exist anywhere in the world comprised in the data and information that is created, developed and/or generated on the System (collectively, the "Data") shall be irrevocably assigned to and vest in SGPPL, and the Partner shall not have any privileges or rights in any Data unless SGGPL otherwise agrees in writing. For the avoidance of doubt, nothing in this Agreement shall be construed as giving Partner any rights to such TSP's software, System and/or Data as a result of or in connection with this Agreement.
- 5.9 Without prejudice to Clause 5.1, the Partner shall keep detailed records of and promptly provide to SGPPL upon its written request any pricing and sale information in relation to any Unit of Sellable Inventory, and any non-personally identifiable customer demographics and profiles.

6. Changes to or cancellation of the Race, Tickets or Hospitality Packages

- 6.1 The Partner acknowledges that the Event Organiser or SGPPL shall have the sole and absolute discretion for any reason it deems appropriate to delay or postpone the Race or any part thereof on any day(s), and if necessary, to cancel or abandon the Race completely, including for any act, event or circumstance which is beyond its reasonable control such as inclement weather, haze, government-imposed restrictions (including but not limited to any restrictions related to any communicable disease or entry or exit restrictions to or from Singapore or quarantine requirements related to any communicable disease), or safety or security concerns of participants or spectators. The Race may resume after such delay or postponement. The Event Organiser or SGPPL may also have the Race proceed as a closed door or private event.
- 6.2 The Partner further acknowledges that the Event Organiser or SGPPL shall have the sole and absolute discretion for any reason it deems appropriate to change the seating, viewing area, or other convenience or attraction offered under any Ticket or Hospitality Package for any reason in its sole and absolute discretion, including without limitation to ensure (a) the good order, efficient management or operation of the Race and/or the Circuit; (b) the health, safety or security of the attendees at the Race and/or the Circuit or the general public; or (c) compliance with applicable law or any governmental advisory, directive, guideline, policy, restriction, regulation or rule.
- 6.3 Save as otherwise provided for in Clause 6.5, SGPPL shall not in any circumstance have any liability whatsoever for any (a) cancellation, abandonment, delay or postponement of the Race, or if the Race proceeds as a closed door or private event; or (b) any changes to the seating, viewing area, or other convenience or attraction offered under any Ticket or Hospitality Package.
- 6.4 The provisions in the Tickets T&Cs and Hospitality T&Cs in relation to cancellations, refunds and exchanges of Tickets and Hospitality Packages shall apply mutatis mutandis to this Agreement, subject to Clause 6.5. For the avoidance of doubt, any reference to a "Ticket Purchaser" in the Tickets T&Cs or "Client" in the Hospitality T&Cs shall be reference to a "Ticket Purchaser" or "Client" respectively as defined in this Agreement. In the event of any conflict or inconsistency between (a) the provisions in the Tickets T&Cs and Hospitality T&Cs, and (b) this Agreement, the provisions in the Tickets T&Cs and Hospitality T&Cs shall govern and prevail.
- 6.5 The following shall apply to cancellations, refunds and exchanges of Units of Sellable Inventory:
- (a) neither Hospitality Packages nor Tickets may be exchanged or refunded under any circumstances, including but not limited to, the possible non-appearance of any particular person, group or personality expected by the Partner, Client, Ticket Purchaser and/or Ticket Holder, whether expected to enter the Race or not and whether advertised or not; or any variations to the programs, conveniences and/or attractions, or any adverse weather conditions or other circumstances;
 - (b) all matters in relation to cancellations, refunds and/or exchanges of Tickets and Hospitality Packages shall be determined by SGPPL at its sole and absolute discretion without giving any reason, and its decision shall be final;
 - (c) SGPPL will only communicate with the Partner on all matters in relation to cancellations, refunds and/or exchanges of Tickets and Hospitality Packages. SGPPL will not entertain any request from the Ticket Purchaser, Ticket Holder, Client or any Authorised Reseller regarding cancellations, refunds and/or exchanges;
 - (d) refunds (if any, and to be determined by SGPPL at its sole and absolute discretion) will be given to the Partner, who will be responsible for making refunds to the Ticket Purchasers or Clients (as the case may be);

- (e) if there is a request for refund of proceeds relating to a Ticket or Hospitality Package purchase, in considering such request SGPPL may agree or refuse such request in its unfettered discretion and may in considering such request require the provision by the Partner of information, documentation and evidence of or concerning the relevant Ticket or Hospitality Package purchase(s) and Ticket Purchaser(s) or Client(s). The Partner acknowledges that without limiting the unfettered discretion of SGPPL to agree or refuse a refund request, SGPPL may refuse a request in circumstances where SGPPL is not provided information, documentation or evidence requested by SGPPL;
- (f) in the case SGPPL cancels a Ticket or Hospitality Package, SGPPL will refund to the Partner the amount SGPPL received from the Partner in respect of such Ticket or Hospitality Package, and the Partner shall promptly refund to the Ticket Purchaser or Client (as the case may be) the full amount which such Ticket Purchaser or Client (as the case may be) paid for such Ticket or Hospitality Package; and save that:
 - (i) The Partner may retain any reasonable administration fee that was agreed with the Client at the point of sale to the Client; and
 - (ii) If the Client agrees, then the Partner may rollover the Client's purchase to a later year as a credit, subject to the Partner holding an Overseas Ticketing Partner Agreement with SGPPL in such later year and the Partner paying SGPPL the value of the relevant Ticket(s) in such later year; and
- (g) in the case SGPPL changes a Ticket or Hospitality Package originally sold to a Ticket Purchaser or Client (as the case may be) to a category of lower value, and the Partner obtains the consent of the Ticket Purchaser or Client to such change, SGPPL will refund to the Partner (a) the difference in value between the originally sold Ticket or Hospitality Package and the replacement Ticket or Hospitality Package (the "Differential Amount"), less (b) an amount equivalent to any reduction in Sales Commission arising from such change, and the Partner shall promptly refund to the Ticket Purchaser or Client (as the case may be) the Differential Amount.

7. Ticket Collection

- 7.1 In the case SGPPL elects to use and distribute physical Tickets, the Partner can elect to:
 - (a) collect the Tickets personally or through an appointed local handler (sufficient details of which shall be notified to SGPPL in writing) from SGPPL's designated collection centre; or
 - (b) request in writing to SGPPL for their Tickets to be dispatched by courier. All courier charges and applicable tax will be borne by the Partner. Courier charges will be made available on the Partner's request.
- 7.2 All collection of Tickets from SGPPL's collection centre is at the Partner's sole risk, and all costs incurred in the delivery or collection of Tickets shall be borne by the Partner. SGPPL is not liable for any claims, losses and/or damages arising from or in connection with any delay in collection/delivery or non-collection/non-delivery of Tickets by/to the Partner or the Partner's appointed handler.
- 7.3 For avoidance of doubt, the Partner is liable for payment of the Tickets once the Ticket order is processed and invoice is issued, regardless of whether the Partner collects the Tickets from SGPPL or whether the Tickets have been despatched to the Partner.
- 7.4 If SGPPL elects to use and distribute e-Tickets in place of physical Tickets, the partner shall abide by SGPPL's prevailing guidelines and policies in relation to the use, distribution and collection of the e-Tickets.

- 7.5 In the case of Hospitality Packages booked on or before the date falling 45 days prior to the Start Date (the “Cut-Off Date”) the Partner may elect one of the following delivery options in the booking form: (a) local courier; (b) international courier; or (c) self-collection. For local courier, a valid street address must be provided on the application form and a representative must be available to receive the tickets during normal business hours (Monday – Friday, 9.00am - 5.00pm (Singapore date and time)). For international courier, the Partner shall be liable for overseas courier charges and the tickets will be delivered to the address indicated in the booking form from the Cut-Off Date onwards, if Full Payment is received at least 10 weeks prior to the Start Date.
- 7.6 Any Hospitality Packages booked after the Cut-Off Date must be self-collected by the Partner from a designated location informed by SGPPL.

8. Relationship

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability for, or to otherwise bind, the other Party. The Partner shall not make any representation or warranty concerning the subject matter of this Agreement except as expressly agreed pursuant to this Agreement and subject to the prior written consent of SGPPL.

9. Intellectual Property Rights

- 9.1 The Partner agrees and acknowledges that:

- (a) the STB is the sole and exclusive owner of all STB’s materials; and
- (b) FOWC, FOML and/or their respective affiliates are the sole and exclusive owners of the names and marks associated with the Race (and all support events thereto) and/or the FIA Formula One World Championship and which include (but are not limited to) the following marks:

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

- 9.2 Except with the prior written consent of FOWC, FOML and/or their respective affiliates, STB, and SGPPL, as the case may be, the Partner will not use or permit the use or otherwise exploit or permit the exploitation of any intellectual property owned by any of FOWC, FOML and/or their respective affiliates, STB, and SGPPL in any form or manner, or associate itself with the Race in any publicity materials or advertisement.
- 9.3 SGPPL’s designs, images, logos and marks and other materials provided to the Partner are protected by applicable trademark and copyright statutes and/or other intellectual property rights and may not be used, recreated or reproduced without the express written consent of SGPPL. Any use or reference by the Partner of the Singapore GP trademark or images in connection therewith must be consistent with the policies, rules and regulations communicated to the Partner in writing by SGPPL from time to time.
- 9.4 The Partner hereby agrees and undertakes that:
- (a) save with the prior written consent of FOWC and/or SGPPL, it shall not (nor shall it permit others to) make, create or transmit any kind of audio, visual or audio-visual recording, whether for broadcast or any other purpose, of, at, or pertaining to any aspect of the Race, or within the confines of the Circuit;

- (b) it shall irrevocably and unconditionally assign to FOWC all copyright, intellectual property rights and all other rights, title and interest of any kind (if any) which it may now or in the future have in any media or any form of sound recording (in whatever format whether now known or hereafter developed) in, of, or pertaining to the Race or any aspect thereof and any still pictures in any form derived or capable of being derived from any media (irrespective of who originated the same) for the full period of copyright and all renewals, extensions, reversions and revivals thereof and thereafter, insofar as may be or may become possible in perpetuity throughout the universe and hereby gives its consent (if such consent should be required) for FOWC to deal in such rights in any way it may see fit. FOWC shall be entitled if it so wishes to assign such rights or any of them to any third party and the consent of the Partner to such assignment is hereby deemed to be given, and it shall, at the request of FOWC, do all such acts and things as FOWC may require to transfer the benefit of such rights or any of them to a third party; and
- (c) it shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as FOWC and/or SGPPPL may from time to time reasonably require for the purpose of giving FOWC the full benefit of Clause 9.4(b) above in respect of intellectual property rights that relate to any Race that takes place during the Term. The Partner hereby irrevocably appoints FOWC as its attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things necessary to give effect to Clause 9.4(b).

10. Anti-Corruption

- 10.1 The Partner undertakes that it, its affiliates and their respective employees and business partners shall not provide any Tickets or accreditation that it has obtained pursuant to the terms of this Agreement to any person in a manner which is intended to, or may appear to, improperly induce others, or be seen as an attempt to improperly influence others, or be seen as an attempt to improperly influence the outcome of a business decision.
- 10.2 The Partner, in respect of itself and each of its respective affiliates:
 - (a) acknowledges that it understands, warrants that to the best of its knowledge it has complied with, and undertakes that it shall continue to comply with, applicable laws, statutes and regulations relating to bribery and corruption ("Anti-Corruption Laws");
 - (b) warrants that it has applied, and undertakes to use its best endeavours to continue to apply the Anti-Bribery Principles (available at <https://www.formula1.com/en/toolbar/Anti-Bribery.html>), or the content of the Anti-Bribery Principles, and any agreed upon amendments thereto;
 - (c) warrants that, to the best of its knowledge, it has not directly or indirectly, offered, promised, paid, authorised, or given, and undertakes that it shall not offer, promise, pay, authorise, or give, any Financial or other advantage:
 - (i) to any person in order to induce that person to improperly perform a function or activity in connection with a business or organisation, a person's employment, or a public function; or
 - (ii) to any Public Official or Related Person to improperly influence that Public Official in connection with obtaining business or a business advantage;
 - (d) undertakes that it shall maintain procedures designed to prevent any persons who perform services for it or on its behalf from undertaking the activities described in Clause 10.2(c) to obtain or retain business or a business advantage for it; and

- (e) undertakes that where there exists a relationship between it and any Public Official or Related Person and such relationship may or may reasonably be considered to have an influence on its performance of its obligations under this Agreement or the performance by the Public Official of his duties, it will promptly take all steps as may be reasonably necessary and/or reasonably requested by SGPPL to ensure that such relationship does not give rise to any conflict of interest or any breach of Anti-Corruption Laws and shall inform SGPPL of the steps taken.
- 10.3 The Partner shall promptly give notice in writing to SGPPL of any breach of Clauses 10.1 and 10.2.
- 10.4 The Partner shall, and shall procure its Authorised Reseller, to keep complete and accurate books, records, and accounts in connection with this Agreement that, in reasonable detail, accurately and fairly reflect transactions and dispositions of funds paid in connection with this Agreement. Such books, records and accounts shall be sufficient to satisfy all applicable accounting requirements.
- 10.5 In the event that SGPPL has a good faith, reasonable belief that the Partner, its Authorised Reseller or any of their affiliates has violated or committed an offence under any Anti-Corruption Law, or has breached any of Clauses 10.1 and 10.2 and that such violation, offence or breach relates to this Agreement, the Partner shall make all books, records and accounts referred to in Clause 10.4 available to SGPPL or its duly authorised representatives as deemed necessary by SGPPL to audit, investigate or otherwise review compliance with this Clause 10. The Partner shall cooperate fully in any such audit, investigation, or review.
- 10.6 If the Partner or any of its affiliates or any of their directors, officers or employees commits or has committed a Compliance Violation then, in addition to any other rights that may exist under this Agreement, SGPPL may terminate this Agreement with immediate effect on giving notice to the Partner. In case of termination of this Agreement in accordance with this Clause 10.6, the Parties shall cease to have any rights, entitlements or obligations under this Agreement from the date of termination, without prejudice to any rights, entitlements and liabilities accruing prior to that date or rights expressly granted in perpetuity or obligations which are expressly stated to survive termination of this Agreement.
- 10.7 If any Authorised Reseller or any of its affiliates or any of their directors, officers or employees commits or has committed a Compliance Violation then, in addition to any other rights that may exist under this Agreement, SGPPL may require the Partner to terminate its reseller agreement with the respective Authorised Reseller with immediate effect on giving notice to the Partner.
- 11. Human Rights**
 - 11.1 The Partner undertakes to SGPPL that it and its affiliates shall respect internationally recognised human rights in the performance of this Agreement. A copy of the Formula One Statement of Commitment to Respect for Human Rights can be found at <https://www.formula1.com/en/toolbar/statement-of-commitment-to-respect-for-human-rights.html>.
 - 11.2 The Partner undertakes to SGPPL that:
 - (a) it shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty; and
 - (b) it shall not employ child labour, which means the recruitment, hiring and employment of workers under the age of 15 or less than the age for completing compulsory education, if that is higher than 15 years.
 - 11.3 In performing this Agreement, the Partner undertakes to SGPPL that it shall comply with all the relevant labour laws applicable to its Personnel, including applicable national laws relating to their health, safety and welfare.

11.4 The Partner further undertakes to SGPPL that when it is making employment decisions which concern its staff, labour and other employees, it shall use its best endeavours to ensure that such employment decisions are based on the principle of equal opportunity and fair treatment, which includes not discriminating on the basis of race, religion, politics, gender or sexual orientation. For the avoidance of doubt, special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job and similar selection criteria that are permitted by applicable national laws shall not be deemed discrimination.

11.5 Clauses 11.2 to 11.4 above are without prejudice to the generality of Clause 11.1.

11.6 Where applicable national laws and regulations conflict with the obligations set out at Clauses 11.1 to 11.5 above, the Partner shall seek ways to honour internationally recognised human rights to the fullest extent which does not place it in violation of applicable national laws and regulations.

12. Data Protection

Each Party acknowledges and agrees that there will be no collection, use, disclosure and/or Processing of any Personal Data in connection with this Agreement. Any collection, use, disclosure and/or Processing of Personal Data will be subject to separate terms and conditions to be mutually agreed in writing between the Parties. To the extent that either Party collects, uses, discloses or Processes any Personal Data in connection with this Agreement, each Party undertakes to the other to ensure compliance with their obligations under the GDPR and all other applicable data protection laws.

13. Disrepute and Public Censure

13.1 The Partner must not commit or omit from doing any act that in the opinion of SGPPL brings, or would if publicly known bring, SGPPL, FIA, FOWC, FOML or their respective affiliates, or STB, the FIA Formula One World Championship or the Race into disrepute or public censure.

13.2 SGPPL may terminate this Agreement immediately upon giving notice in the event that it deems the Partner to have breached Clause 13.1.

14. Publicity

14.1 All forms of publicity materials used by the Partner or its Authorised Resellers in connection with the Partner's performance of its obligations under this Agreement or the Authorised Reseller under the reseller agreement must be submitted to, vetted and approved by SGPPL prior to being released to the general public. The Partner shall in all cases allow SGPPL no less than five (5) working days to vet and approve such publicity materials. "Working day" means a day, excluding Saturdays, Sundays and gazetted public holidays, on which SGPPL and the Partner are open for business.

14.2 Without prejudice to Clause 14.1:

- (a) SGPPL may require that the name and logo of the title sponsor for the Race (and/or the Race logo and F1 partner masthead) appear on any press releases, tickets, advertising and promotional material and information sheets of the Partner, and the Partner shall comply with any rules and regulations and brand guidelines as may be notified to the Partner;
- (b) the Partner shall ensure that the Race is always referred to (including on all press releases, tickets, advertising and promotional material and information sheets) by its full name (including, for the avoidance of doubt, the corporate name or brand of the title sponsor of the Race for the relevant year(s), as and when duly notified accordingly to the Partner by SGPPL);
- (c) the Partner shall ensure that all publicity materials shall not be offensive or obscene in nature or derogatory or defamatory of any third party or otherwise violates any applicable laws;

- (d) the Partner shall ensure that any materials received by it for inclusion into any publicity materials shall not be misrepresented, distorted or altered in any manner whatsoever when transcribed and/or incorporated into the publicity materials unless expressly authorised by SGPPL in writing;
- (e) the Partner shall obtain SGPPL's prior written approval for the use of any marketing materials which include any brands, slogans, logos or marks of SGPPL or STB; and
- (f) the Partner shall procure its Authorised Resellers' (if any) compliance with this Clause 14.2.

14.3 Publicity materials are not permitted to be distributed to members of the general public prior to the public announcement of Ticket sales by SGPPL, the exact date of which will be notified by SGPPL.

15. Confidentiality

- 15.1 The Partner undertakes to keep confidential (and to ensure that its employees and agents shall keep confidential) all information disclosed to it by SGPPL regarding the Race (including all information relating to this Agreement and its provisions) and any confidential information which it may acquire in relation to the Race or in relation to the business or affairs of SGPPL, FIA, FOWC, FOML and/or their respective affiliates, and/or STB.
- 15.2 The Partner agrees that any confidential information disclosed to it shall be used only for the sole purpose of discussions concerning, and the undertaking of, the obligations herein and the Partner shall not disclose such confidential information, whether directly or indirectly, to any third party save as only on a "need-to-know" and confidential basis, and only (a) to its employees, auditors and lawyers; and (b) to any other third party where the prior written approval of SGPPL has been obtained, provided that each such third party having access to such confidential information is made aware of and subject to the obligations relating to confidentiality set out in this Clause 15.
- 15.3 The Partner agrees to use the same means it uses to protect its own confidential information but in any event no less than reasonable means, to prevent the disclosure of such confidential information to third parties.
- 15.4 In this Agreement, "confidential information" means any information of SGPPL which is of a technical, business or other nature, including trade secrets, know how, and information relating to the technology, customers, business plans, promotional and marketing activities, finances and other business affairs that is (a) disclosed by SGPPL to the Partner in connection with this Agreement; (b) accessed, collected or obtained by the Partner in connection with this Agreement; and/or (c) marked as "confidential", "proprietary" or similar notation if provided in tangible form.
- 15.5 The Partner agrees that the terms and conditions of this Agreement shall be treated as the confidential information and that no reference to or disclosure of the terms and conditions of this Agreement, or any particular information or detail in this Agreement and/or the Schedules or to activities pertaining thereto can be made in any form without the prior written consent of SGPPL. No public disclosures, advertisements or any other form of publicity by the Partner relating to this Agreement or the subject matter herein shall be made without the prior written approval of SGPPL.

16. Indemnity

- 16.1 The Partner agrees to indemnify and keep SGPPL fully indemnified at all times on demand against all losses, liabilities, damages, expenses, claims, costs, proceedings, settlement sums, charges and other liabilities (including loss of or damage to any property or any legal fees and expenses on a solicitor-client basis) which are or may be sustained, instituted, made or alleged against, suffered or incurred, directly or indirectly, by SGPPL, and which may arise out of or in connection with any of the following:
 - (a) any fraud, neglect, omission, wrongful act or default whatsoever of the Partner or its officers, directors, employees, agents or independent contractors;

- (b) any breach or non-performance by the Partner of any provision of this Agreement (including any breach or non-performance by the Partner of the provisions of Clauses 9, 10, 11 and 12);
 - (c) any of the reseller agreements the Partner entered into with Authorised Resellers (where applicable);
 - (d) any third-party claims from any Client or Ticket Purchaser or purported purchaser of Tickets or Hospitality Packages from the Partner or any other third party (including the Authorised Resellers) arising, directly or indirectly, from anything done or omitted to be done by the Partner; and
 - (e) any act or omission that directly or indirectly results in SGPPL being in violation of any applicable law.
- 16.2 Without prejudice to Clause 16.1, the Partner shall further indemnify and hold harmless SGPPL against all claims, losses and damages (including any special, consequential or incidental damages or losses, loss of actual or prospective profits, economic loss or loss of business opportunity) arising out of or in connection with any breach of Clause 2.5.

17. Term of Agreement and Termination

- 17.1 This Agreement shall commence on the date hereof and shall continue in force until the later of (a) the end of the 2024 Race; and (b) all obligations under this Agreement in respect of the 2024 Race has been performed (the "Term"), upon which it shall expire, unless sooner terminated in accordance with Clauses 2.6, 10.6, 13.2 and/or 17.2.
- 17.2 Either Party may terminate this Agreement by providing 14 day's prior written notice to the other Party.
- 17.3 Termination or expiration of this Agreement shall not affect any rights or liabilities that may have accrued prior to termination or expiration. Ticket orders and/or Hospitality Package orders received and confirmed by SGPPL prior to the effective date of termination or expiration will continue to be processed by SGPPL in accordance with the provisions of this Agreement. SGPPL shall have no obligations to process any Ticket orders and/or Hospitality Package orders received after the effective date of termination or expiration. Upon expiry or termination of this Agreement for any reason, the Partner shall immediately cease, and ensure its Authorised Resellers (if any) immediately cease, all use of SGPPL's trademarks, designs and images and ticket sales information on their website or any other collateral and either, at SGPPL's election, (a) return all confidential information of SGPPL, FIA, FOWC, FOML and/or their respective affiliates, and/or STB in its possession to SGPPL; or (b) immediately destroy the same and certify such destruction.
- 17.4 Clauses 9, 10, 11, 15, 16, 17.4 and 25 shall survive any expiry or termination of this Agreement.

18. Waiver and Variations to Agreement

- 18.1 Any modification, alteration, change or variation of any term or condition of this Agreement shall only be effective if made in writing and executed by both Parties.
- 18.2 No time or indulgence granted by either Party to the other shall operate to waive any of its rights hereunder.

19. Severability

If and to the extent that any provision of this Agreement is held to be illegal, void or unenforceable, such provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, void or unenforceable, be given no effect and shall be deemed not

to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

20. Entire Agreement

This Agreement constitutes the whole and only agreement between the Parties relating to the subject matter of this Agreement and, except to the extent expressly set out in this Agreement, supersedes and extinguishes any agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto made or given prior to the date of this Agreement.

21. Third Party Rights

A person who is not a party to this Agreement has no right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 2001, save that FOWC, FOML and/or their respective affiliates, and STB shall be entitled to enforce any rights conferred on them pursuant to Clause 9.

22. No Assignment

No part of this Agreement may be assigned, sub-licensed or otherwise transferred by the Partner, unless otherwise authorized by SGPPL in writing. This Agreement shall be binding upon the Partner and its successors and assigns.

23. Notices

23.1 Any notice under this Agreement shall be in writing and may be delivered by hand, by registered mail, or email to the addresses below:

Comfort International M.I.C.E. Service Co., Ltd

Address: Room 1510, Ruichen International Centre, No 13, Nonzhanguan South Road,
Chaoyang District, Beijing 100051, China

Email: fanruifen@cct.cn

Attn: Nico Fan

SGPPL

Address: 50 Cuscaden Road
#06-02 HPL House
Singapore 249724

Email: ota@singaporegp.sg

Attn: Partnership Sales

23.2 Notice will be deemed given:

- (a) in the case of hand delivery or courier, upon written acknowledgement of receipt by an officer, employee, agent or representative of the receiving party;
- (b) in the case of email, at the time of transmission if transmitted error-free in legible form; and
- (c) in the case of prepaid registered post, on the second business day after the date of posting (if sent by local mail) and on the seventh (7th) business day after the date of posting (if sent by air mail),

and the address for notice may be changed by either Party by giving notice to the other Party as provided herein. Provided that in each case where delivery by hand, by courier, or by electronic mail occurs on a day which is not a business day or after 6.00 p.m. on a business day, service shall be deemed to occur at 9.00 a.m. on the next following business day and in proving service, it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly

addressed, and duly stamped and posted or that the electronic mail was properly addressed and despatched. References to any time in this Clause 23.2 shall mean the local time in the country of the recipient.

24. Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart shall be as valid and effectual as if executed as an original.

25. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Singapore and the Parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year set out above.

Singapore GP Pte. Ltd.

Signed by: Adam Firth)

Designation: Director)

)

For and on behalf of)

SINGAPORE GP PTE. LTD.)

Date: _____

Comfort International M.I.C.E. Service Co., Ltd

Signed by: Fen Puifen)

Designation: Director)

)

For and on behalf of)

Comfort International M.I.C.E. Service Co., Ltd)

Company stamp)

Date: 2024.1.8

SCHEDULE 1 (as of 16th October 2023)

FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2024 (20 – 22 September 2024)

TICKET AND HOSPITALITY PACKAGE PRICES & SALES COMMISSION 2024

Zone Access	Regular Rates From 1 Jan 2024 till race	Published Tickets Rates in SGD (Include of GST)	Commission %
	3-DAY GRANDSTAND TICKETS		
Zone 1, 2, 3, 4	Super Pit Grandstand	\$1,988	10%
	Pit Grandstand	\$1,388	12.5%
	Pit Grandstand (Junior)	\$638	12.5%
	Orange @ Pit Grandstand	SOLD OUT	12.5%
	Pit Exit A Grandstand	\$1,388	10%
	Turn 1 Grandstand	\$1,388	12.5%
	Turn 2 Grandstand	\$1,388	12.5%
	Pit Entry Grandstand	\$1,288	10%
	Bayfront Grandstand	\$1,188	10%
	Promenade Grandstand	\$1,188	10%
	Raffles Grandstand	SOLD OUT	10%
	Republic Grandstand	\$798	10%
Zone 4	Padang Grandstand	\$598	12.5%
	Orange @ Empress Grandstand	\$598	12.5%
	Connaught Grandstand	\$598	12.5%
	Stamford Grandstand	Not Available for Authorised Ticketing Partner Channel	
	Stamford Grandstand (Junior)		
	COMBINATION PACKAGES		
	Pit Combi - Padang Stamford Pit	\$1,188	10%
	Padang Combi - Stamford Pit Padang	\$898	10%
	Stamford Combi - Pit Padang Stamford	\$598	10%
	Stamford Walkabout – Stamford Stamford Premier WA	\$688	10%
	Zone 1 Walkabout Combi - Pit Pit Premier WA	\$898	10%
	3-DAY WALKABOUT TICKETS		
Zone 1, 2, 3, 4	Premier Walkabout	\$598	7.5%
Zone 4	Zone 4 Walkabout	\$348	Non-Commissionable

Zone Access	Regular Rates From 1 Jan 2024 till race		Published Tickets Rates in SGD (Include of GST)	Commission %
SINGLE DAY GRANDSTAND TICKETS				
Zone 1, 2, 3, 4	Pit Grandstand	Friday	\$298	5%
		Saturday	\$688	5%
		Sunday	\$988	10%
	Republic Grandstand	Friday	\$188	5%
		Saturday	\$398	5%
		Sunday	\$568	5%
Zone 4	Padang Grandstand	Friday	\$138	5%
		Saturday	\$298	5%
		Sunday	\$428	5%
	Stamford Grandstand	Friday	Not Available for Authorised Ticketing Partner Channel	
		Saturday		
		Sunday		

Note: Grandstand and Walkabout Ticket

1. All product names, rates and dates are subject to change. For the avoidance of doubt, SGPPL has sole discretion to vary the Published Rates, Sales Commissions and/or ticket categories at any time and from time to time.
2. Includes Singapore GST as applicable in accordance with the Goods and Services Tax Act 1993 and without limiting paragraph 1. SGPPL reserves the right to change the Published Rate due to changes in applicable GST.
3. Bookings submitted via the System will be net of the commission based on prices exclusive of GST (8% till 31st December 2023 and 9% from 01st January 2024).
Example: Pit Grandstand 3-Day during Regular

Published Ticket Rate (include GST 9%)	\$1,388.00	A
GST 9%	\$114.60	C = A - B
Published Ticket Rate (exclude GST)	\$1,273.39	B = A/1.09

Commission at 15% of \$1,273.39	\$191.00	C = B x Commission Rate
OTP Payable (Include GST) \$1,388 - \$191	\$1,197.00	A - C

Hospitality Packages (as of 1 Jan 2024)

	Published Tickets Rates in SGD (Exclude of GST)	Location
3-DAY HOSPITALITY PACKAGES		
	3-DAY	
Formula 1 Paddock Club™ 3-Day	\$10,800	Paddock Club
Sky Suite	\$8,200	To be advise
Twenty3	\$7,200	To be advise
Green Room	\$5,100	To be advise
Lounge @ Turn 3	\$3,600	Turn 3

All prices will be subject to prevailing GST at 9%.

Commission levels as follows:

Hospitality Commission Structure	Tier 1	Tier 2	Tier 3
2024 Sales revenue (exclude GST)	\$1 to \$200,000	\$200,001 to \$350,000	> \$350,000
Commission %	5%	7.5%	10.0%

Note: Hospitality Packages

1. All product names and rates, and dates are subject to change. For the avoidance of doubt, SGPPL has sole discretion to vary the Published Rates, Sales Commissions and/or ticket categories from time to time.
2. Bookings submitted via the System will be net of the initial 5% commission based on prices before GST. The final commission based on the volume of sales will be paid post event as a rebate.
3. Commissions are calculated based on the incremental amount above each tier.

Published Package Rate (exclude GST)	\$255,000.00	A = \$10,200 x 25
GST 9%	\$22,950.00	B = A x 9%
Total Payable (include GST)	\$277,950.00	C = A + B
Commission at 5% of \$255,000	\$12,750.00	D = A x base Commission Rate 5%
OTP Payable (\$277,950.00 - \$12,750.00)	\$262,200.00	C - D
Commission entitled for first \$200,000	\$10,000.00	E = 200k x 5%
Commission entitled for next \$55,000	\$4,125.00	F = 55k x 7.5%
Total Commission Entitled	\$14,125.00	G = E + F
Rebate after race (\$14,125 less \$12,750)	\$1,375.00	G - D

Signature: *Tenkuifer*

Date: 2024.1.18

SCHEDULE 2 (as of 19th September 2023)

CLAUSES TO BE INCORPORATED INTO RESELLER AGREEMENT

between Partner (referred to below as the "Company") and
Authorised Reseller (referred to below as the "Reseller")

1. Conditions on pricing, packaging and reselling of tickets

- 1.1 The Reseller shall sell Tickets and Hospitality Packages to Ticket Purchasers and Clients (as the case may be) in such country or countries where the Company is appointed as the ticketing agent by SGPPL, unless the Company has obtained approval from SGPPL for the Reseller to sell in any other countries.
- 1.2 The Reseller shall sell Tickets and Hospitality Packages for the Race only at the Published Rates, unless otherwise authorised by the Company in writing (provided that the Company has obtained such authorisation from SGPPL).
- 1.3 Where Tickets and/or Hospitality Packages are sold in a currency other than Singapore currency, the price of Tickets and/or Hospitality Packages shall be determined based on currency exchange rates offered by a major bank acceptable to the Company in Singapore.
- 1.4 The Reseller shall make known to its existing list of customers all Ticket and Hospitality Package information and prices and take all commercially reasonable efforts to advertise and sell Tickets and Hospitality Packages for the Race. The Reseller shall provide full and accurate information of the Race, Tickets and Hospitality Packages to its customers and promptly update its customers of any changes to such information where appropriate.
- 1.5 The Reseller shall ensure that all Ticket Purchasers are notified of, and agree to be bound by the Tickets T&Cs. SGPPL may at any time in its sole discretion amend or vary any provision of the Tickets T&Cs and it shall be the Reseller's responsibility to check and ensure the latest version of the same is notified to the Ticket Purchasers.
- 1.6 The Reseller shall ensure that all Clients are notified of, and agree to be bound by the Hospitality T&Cs. SGPPL may at any time in its sole discretion amend or vary any provision of the Hospitality T&Cs.
- 1.7 The Reseller shall not in any way use the Tickets and/or Hospitality Packages, or knowingly sell or allow the Tickets and/or Hospitality Packages to be used, for advertising, promotional or commercial purposes (including, without limitation, trade incentives, prizes, competitions, contests, sweepstakes, raffles, tombolas, lotteries, or draws, whether for commercial or charitable purposes).
- 1.8 The Reseller shall be responsible for obtaining all necessary and/or applicable statutory or other licences, permits, consents and approvals in respect of the performance of the Reseller's duties, from the relevant governmental agencies, regulatory authorities or persons or body of persons (whether incorporated or not) at its own cost and expense. The Reseller shall comply with all applicable laws, bylaws, regulations and the requirements of any governmental or regulatory authority, relating to this Reseller Agreement and performance of the obligations herein, and make all payments due to the relevant authorities punctually.
- 1.9 The Reseller shall not be permitted to engage other third parties to sell, re-sell, distribute and/or market the Tickets and/or Hospitality Packages unless otherwise approved by the Company (provided that the Company has obtained such authorisation from SGPPL).
- 1.10 The Parties agree and acknowledge that in the event of any conflict between the requirements or instructions of SGPPL and the Company, the requirements or instructions of SGPPL shall always prevail.

2. Relationship

Nothing in this Reseller Agreement shall operate to create any relationship of principal-contractor or employer-employee or any other relationship as between SGPPL and the Reseller, nor shall SGPPL be liable to the Reseller as a guarantor or surety for the payment of any sums due to the Reseller from the Company whether under the Reseller Agreement or otherwise.

3. Intellectual Property Rights

3.1 The Reseller agrees and acknowledges that:

- (a) the STB is the sole and exclusive owner of all STB's materials; and
- (b) FOWC, FOML and/or their respective affiliates are the sole and exclusive owners of the names and marks associated with the Race (and all support events thereto) and/or the FIA Formula One World Championship and which include (but are not limited to) the following marks:

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

- 3.2 Except with the prior written consent of FOWC, FOML and/or their respective affiliates, STB, and SGPPL, as the case may be, the Reseller will not use or permit the use or otherwise exploit or permit the exploitation of any intellectual property owned by any of FOWC, FOML and/or their respective affiliates, STB, and SGPPL in any form or manner, or associate itself with the Race in any publicity materials or advertisement.
- 3.3 SGPPL's designs, images, logos and marks and other materials provided to the Partner are protected by applicable trademark and copyright statutes and/or other intellectual property rights and may not be used, recreated or reproduced without the express written consent of SGPPL. Any use or reference by the Reseller of the Singapore GP trademark or images in connection therewith must be consistent with the policies, rules and regulations communicated to the Reseller in writing by the Company and/or SGPPL from time to time.
- 3.4 The Reseller hereby agrees and undertakes that:
 - (a) save with the prior written consent of FOWC and/or SGPPL, it shall not (nor shall it permit others to) make, create or transmit any kind of audio, visual or audio-visual recording, whether for broadcast or any other purpose, of, at, or pertaining to any aspect of the Race, or within the confines of the Circuit;
 - (b) it shall irrevocably and unconditionally assign to FOWC all copyright, intellectual property rights and all other rights, title and interest of any kind (if any) which it may now or in the future have in any media or any form of sound recording (in whatever format whether now known or hereafter developed) in, of, or pertaining to the Race or any aspect thereof and any still pictures in any form derived or capable of being derived from any media (irrespective of who originated the same) for the full period of copyright and all renewals, extensions, reversions and revivals thereof and thereafter, insofar as may be or may become possible in perpetuity throughout the universe and hereby gives its consent (if such consent should be required) for FOWC to deal in such rights in any way it may see fit. FOWC shall be entitled if it so wishes to assign such rights or any of them to any third party and the consent of the Reseller to such assignment is hereby deemed to be given, and it shall, at the request of FOWC, do all such acts and things as FOWC may require to transfer the benefit of such rights or any of them to a third party; and

- (c) it shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as FOWC and/or SGPPL may from time to time reasonably require for the purpose of giving FOWC the full benefit of sub-clause (b) above in respect of intellectual property rights that relate to any Race that takes place during the Term. The Reseller hereby irrevocably appoints FOWC as its attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things necessary to give effect to sub-clause (b).

4. Anti-Corruption

- 4.1 The Reseller undertakes that it, its affiliates and their respective employees and business partners shall not provide any Tickets or accreditation that it has obtained pursuant to the terms of this Reseller Agreement to any person in a manner which is intended to, or may appear to, improperly induce others, or be seen as an attempt to improperly influence others, or be seen as an attempt to improperly influence the outcome of a business decision.
- 4.2 The Reseller, in respect of itself and each of its respective affiliates:
 - (a) acknowledges that it understands, warrants that to the best of its knowledge it has complied with, and undertakes that it shall continue to comply with Anti-Corruption Laws;
 - (b) warrants that it has applied, and undertakes to use its best endeavours to continue to apply the Anti-Bribery Principles (available at <https://www.formula1.com/en/toolbar/Anti-Bribery.html>), or the content of the Anti-Bribery Principles, and any agreed upon amendments thereto;
 - (c) warrants that, to the best of its knowledge, it has not directly or indirectly, offered, promised, paid, authorised, or given, and undertakes that it shall not offer, promise, pay, authorise, or give, any Financial or other advantage:
 - (i) to any person in order to induce that person to improperly perform a function or activity in connection with a business or organisation, a person's employment, or a public function; or
 - (ii) to any Public Official or Related Person to improperly influence that Public Official in connection with obtaining business or a business advantage;
 - (d) undertakes that it shall maintain procedures designed to prevent any persons who perform services for it or on its behalf from undertaking the activities described in Clause 4.2(c) to obtain or retain business or a business advantage for it; and
 - (e) undertakes that where there exists a relationship between it and any Public Official or Related Person and such relationship may or may reasonably be considered to have an influence on its performance of its obligations under this Reseller Agreement or the performance by the Public Official of his duties, it will promptly take all steps as may be reasonably necessary and/or reasonably requested by the Company and/or SGPPL to ensure that such relationship does not give rise to any conflict of interest or any breach of Anti-Corruption Laws and shall inform the Company and/or SGPPL of the steps taken.
- 4.3 The Reseller shall promptly report in writing to the Company and SGPPL of any breach of Clauses 4.1 and 4.2 which relate to this Reseller Agreement.
- 4.4 The Reseller shall keep complete and accurate books, records, and accounts in connection with this Reseller Agreement that, in reasonable detail, accurately and fairly reflect transactions and dispositions of funds paid in connection with this Reseller Agreement. Such books, records and accounts shall be sufficient to satisfy all applicable accounting requirements.

4.5 In the event that SGPPL or the Company has a good faith, reasonable belief that the Reseller or any of its affiliates has violated or committed an offence under any Anti-Corruption Law, or has breached any of Clauses 4.1 and 4.2 and that such violation, offence or breach relates to this Reseller Agreement, the Reseller shall make all books, records and accounts referred to in Clause 4.4 available to SGPPL and the Company or any of their duly authorised representatives as deemed necessary by SGPPL and/or the Company to audit, investigate or otherwise review compliance with this Clause 4. The Reseller shall cooperate fully in any such audit, investigation, or review.

4.6 If the Reseller or any of its affiliates or any of their directors, officers or employees commits or has committed a Compliance Violation then, in addition to any other rights that may exist under this Reseller Agreement, the Company may terminate this Reseller Agreement with immediate effect on giving notice to the Reseller. In case of termination of this Reseller Agreement in accordance with this Clause 4.6, the Parties shall cease to have any rights, entitlements or obligations under this Reseller Agreement from the date of termination, without prejudice to any rights, entitlements and liabilities accruing prior to that date or rights expressly granted in perpetuity or obligations which are expressly stated to survive termination of this Reseller Agreement.

5. Human Rights

5.1 The Reseller undertakes that it and its affiliates shall respect internationally recognised human rights in the performance of the Reseller Agreement. A copy of the Formula One Statement of Commitment to Respect for Human Rights can be found at <https://www.formula1.com/en/toolbar/statement-of-commitment-to-respect-for-human-rights.html>.

5.2 The Reseller undertakes that:

- (a) it shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty; and
- (b) it shall not employ child labour, which means the recruitment, hiring and employment of workers under the age of 15 or less than the age for completing compulsory education, if that is higher than 15 years.

5.3 In performing this Reseller Agreement, the Reseller undertakes to the Company that it shall comply with all the relevant labour laws applicable to its Personnel, including applicable national laws relating to their health, safety and welfare.

5.4 The Reseller further undertakes to the Company that when it is making employment decisions which concern its staff, labour and other employees, it shall use its best endeavours to ensure that such employment decisions are based on the principle of equal opportunity and fair treatment, which includes not discriminating on the basis of race, religion, politics, gender or sexual orientation. For the avoidance of doubt, special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job and similar selection criteria that are permitted by applicable national laws shall not be deemed discrimination.

5.5 Clauses 5.2 to 5.4 above are without prejudice to the generality of Clause 5.1.

5.6 Where applicable national laws and regulations conflict with the obligations set out at Clauses 5.1 to 5.5 above, the Reseller shall seek ways to honour internationally recognised human rights to the fullest extent which does not place it in violation of applicable national laws and regulations.

6. Publicity

6.1 All forms of publicity materials used by the Reseller in connection with the Reseller's performance of its obligations under this Reseller Agreement must be submitted to the Company for vetting and approval by SGPPL prior to being released to the general public. The Reseller shall in all cases allow SGPPL no less than five (5) working days to vet and approve such publicity materials. "Working day"

means a day, excluding Saturdays, Sundays and gazetted public holidays, on which SGPPL, the Company and the Reseller are open for business.

- 6.2 Publicity materials are not permitted to be distributed to members of the general public prior to the public announcement of Ticket sales by SGPPL, the exact date of which will be notified by SGPPL.
- 6.3 Without prejudice to Clause 3.2, nothing in this Reseller Agreement shall be construed to grant the Reseller any right of association with SGPPL, FIA, FOWC, FOML or their respective affiliates, or STB, the FIA Formula One World Championship or the Race. The Reseller shall ensure that no commercial brand or logo will be included or associated with the Circuit name or any building utilised for the staging of the Race, and that the Circuit, its name or the land upon which the Circuit is built will not be sponsored in any manner whatsoever.

7. Confidentiality

- 7.1 The Reseller undertakes to keep confidential (and to ensure that its employees and agents shall keep confidential) all information disclosed to it by the Company and/or SGPPL regarding the Race (including all information relating to this Reseller Agreement and its provisions) and any confidential information which it may acquire in relation to the Race or in relation to the business or affairs of SGPPL, FIA, FOWC, FOML and/or their respective affiliates, and/or STB.
- 7.2 The Reseller agrees that any confidential information disclosed to it shall be used only for the sole purpose of discussions concerning, and the undertaking of, the obligations herein and the Reseller shall not disclose such confidential information, whether directly or indirectly, to any third party save as only on a "need-to-know" and confidential basis, and only (a) to its employees, auditors and lawyers; and (b) to any other third party where the prior written approval of SGPPL or the Company (as the case may be) has been obtained, provided that each such third party having access to such confidential information is made aware of and subject to the obligations relating to confidentiality set out in this Clause 7.
- 7.3 The Reseller agrees to use the same means it uses to protect its own confidential information but in any event no less than reasonable means, to prevent the disclosure of such confidential information to third parties.
- 7.4 In this Reseller Agreement, "confidential information" means any information of SGPPL or the Company which is of a technical, business or other nature, including trade secrets, know how, and information relating to the technology, customers, business plans, promotional and marketing activities, finances and other business affairs that is (a) disclosed by SGPPL or the Company (as the case may be) to the Reseller in connection with this Reseller Agreement; (b) accessed, collected or obtained by the Reseller in connection with this Reseller Agreement; and/or (c) marked as "confidential", "proprietary" or similar notation if provided in tangible form.
- 7.5 The Reseller agrees that the terms and conditions of this Reseller Agreement shall be treated as confidential information and that no reference to or disclosure of the terms and conditions of this Reseller Agreement, or any particular information or detail in this Reseller Agreement and/or the Schedules or to activities pertaining thereto can be made in any form without the prior written consent of the Company (provided that the Company may only give consent with the written consent of SGPPL where the information is confidential information of SGPPL). No public disclosures, advertisements or any other form of publicity by the Reseller relating to this Reseller Agreement or the subject matter herein shall be made without the prior written approval of the Company (provided that the Company may only give its approval with the written approval of SGPPL where the publicity contains confidential information of SGPPL).

8. Rights of Third Parties

SGPPL shall (subject to and in accordance with any relevant terms of this Reseller Agreement) be entitled to enforce the terms of this Reseller Agreement notwithstanding that it is not a party to this

Reseller Agreement and for this purpose, SGPPL shall be deemed a “third party” as referred to in Section 2(1)(a) of the Contracts (Rights of Third Parties) Act 2001. Accordingly, SGPPL shall be entitled to all rights and remedies that may be accorded to it whether under the Contracts (Rights of Third Parties) Act 2001 or at common law or otherwise.

- Note:**
1. Words or phrases capitalised above shall have the same meanings provided in the overseas ticketing partner agreement between the Partner and SGPPL.
 2. The numbering of the clauses above may be changed in the actual reseller agreement.
 3. Clause 8 (Rights of Third Parties) to be adapted or deleted according to the governing law of the reseller agreement.

SCHEDULE 3 (as of 19th September 2023)
Promoting the Race

At the Partner's sole cost:

1. If the Partner has website(s), the Partner shall include the following on all its website(s):
 - (a) General Race and Ticket information (including but not limited to Ticket categories and the Tickets T&Cs).
 - (b) The Singapore GP Track logo as provided by SGPPL, together with the text "Partner of Singapore GP Pte. Ltd."
 - (c) The following text whenever the event logo (as provided by SGPPL) is used:

"The F1 FORMULA 1 logo, F1 logo, FORMULA 1, F1, FIA FORMULA ONE WORLD CHAMPIONSHIP, GRAND PRIX, PADDOCK CLUB, FORMULA 1 SINGAPORE GRAND PRIX and related marks are trademarks of Formula One Licensing BV, a Formula 1 company. All rights reserved."
2. The Partner shall use electronic direct mailers (EDM) or postal mail to promote the Race to its customer mailing list no fewer than 5 times prior to the Race, in accordance with applicable data protection and privacy laws in the Partner's jurisdiction.
4. The Race must always be referred to in full as the "FORMULA 1 [insert Title Sponsor] SINGAPORE GRAND PRIX [insert year]" (or such other name informed by SGPPL) on the Partner's website(s) and in all marketing materials and communications.
5. The Partner shall procure its Authorised Resellers (if any) to comply with the foregoing.

SCHEDULE 4
(as of 19th September 2023)
FORMULA 1 SINGAPORE GRAND PRIX 2024
HOSPITALITY PACKAGES
CONDITIONS OF SALE & ENTRY

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

- SGPPL shall have the absolute discretion to determine the offerings and entitlements (including the Hospitality Entitlements) under the Hospitality Packages. The Hospitality Packages and Hospitality Entitlements (whether published in a Brochure or otherwise) are only provisional and are subject to change if deemed necessary by SGPPL (Clause 3.1(c)).
- SGPPL shall have the discretion to determine the schedule for the Race including the dates, times and duration of the Race. The schedule for the Race and its proposed format is only provisional and is subject to change (Clause 3.2).
- In the event of inclement weather, the occurrence of any act, event or circumstance which is beyond SGPPL's reasonable control, or any reasons of health, safety or security, SGPPL shall have the discretion to delay or postpone the Race for the affected day(s), and if necessary, to cancel or abandon the Race or have the Race proceed as a closed-door event (Clause 3.3).
- SGPPL may change or remove any performances, entertainment, activities, attractions, contents, element, facilities, features, formats, participants and/or programmes in connection with the Race or remove or add rights of access to any Ticket in relation to the above (Clause 3.4).
- You must be fully vaccinated against COVID-19 to enter the Circuit Park and attend the Race (Clause 4.1). SGPPL reserves the right to impose Health Directives at any time as a condition of admittance to the Race and/or Circuit Park as SGPPL considers appropriate (Clause 4.2).
- SGPPL shall be entitled to suspend or cancel any online transaction for any reason including on the suspicion of use of fraudulent or unauthorised credit card, in which event, SGPPL shall not be liable for any loss or damage whatsoever arising therefrom (Clause 5.6).
- SGPPL strongly advises that children under the age of seven (7) should not attend the Race for safety and operational reasons. Children below the age of seven (7) will only be admitted if the parent/guardian signs a Form of Release, Waiver and Discharge of Liability and Indemnity Agreement. This form can be obtained from the website <https://www.singaporegp.sg> or ticketing counters at the Circuit Park (Clause 6.2(a)). For the avoidance of doubt, all persons regardless of age must have a valid Ticket to enter the Circuit Park (Clause 6.1(a)).
- Tickets, Hospitality Packages and Hospitality Entitlements may not be or attempted to be resold, transferred, or offered or made available for sale (Clause 6.8(b)) and may not be used for Advertising, promotional or commercial purposes unless SGPPL's prior written consent is obtained (Clause 6.8(d)).
- SGPPL may refuse to admit any person or eject any person from the Circuit Park for health, safety or security reasons, for the good order, efficient management or operation of the Race and/or the Circuit Park, or for any non-compliance, default or violation of these Conditions or applicable laws (Clause 6.10).
- Your seat(s) may be obstructed by natural or man-made obstructions. If you had been originally assigned a seat with an unobstructed view or unrestricted leg room, there may be last-minute changes to your seating arrangements such that your view is obstructed and your leg room restricted due to unforeseen circumstances. Alternative seating arrangements may be offered in such a case at SGPPL's sole and absolute discretion (Clause 8.2).

- SGPPL may cancel your Ticket, Hospitality Package or Hospitality Entitlements, or change your seating arrangement, including access to any areas, zones, facilities, entertainment or activities in the event SGPPL (a) cannot or is unable to, or (b) will no longer accommodate or provide, the original entitlements under the Hospitality Package due to a reduction in maximum attendance capacity at the Circuit Park or within any zone, facility or area of the Circuit Park or for any health, safety or security reasons (Clauses 8.3 and 8.4). Refunds will be determined in accordance with clause 10.3.
- If SGPPL is unable to obtain or maintain its rights to use the Facility or make available the Facility for any reason, including without limitation, due to (i) the occurrence of a Force Majeure Event; or (ii) any Legitimate Ground, SGPPL may at its sole and absolute discretion provide an Alternative Facility comparable to the Facility (Clause 9.1(b)).
- SGPPL has the right to search for, inspect and refuse bags or other prohibited items brought or attempted to be brought into the Circuit Park (Clause 11.2(c)).
- No food and beverages are to be brought into the Circuit Park (Clause 11.4).
- SGPPL shall not be responsible for any property or personal effects of the Ticket Holders or any other person in the Circuit Park, or any destruction of property or theft at the Race and/or Circuit Park, in particular property or personal effects brought into any Facility, whether kept in a locked cabinet or otherwise (Clause 11.8).
- You have accepted the following health risks and warnings (Clause 11.9):
 - o All persons with pacemakers, implantable cardioverter-defibrillator or other medical devices which could be affected by metal detectors should contact security officials for assistance before approaching any gate.
 - o The conditions at the Race and the Circuit Park may vary, including access, seating, and protection from weather, terrain and facilities available.
 - o Motor racing and activities associated therewith are dangerous and accidents can happen and that there is a possibility of an accident causing injury, death, property damage or loss. You are responsible for all children under your care.
 - o Vehicles used in the Race can generate noise of up to 130 decibels (db). Exposure to any noise greater than 120 db can cause permanent hearing damage.
 - o There is a risk of contracting and transmission of Communicable Disease, including COVID-19, in any place where people are present including within the Circuit Park which may result in very serious health consequences.
 - o You must also keep to the designated paths and steps and access all freestanding banked viewing areas with caution using steps/paths as appropriate.
- SGPPL may confiscate, prohibit, retain and/or remove from the Circuit Park any equipment that makes any sound Recording or visual or audio-visual footage other than mobile telephones, still image cameras and other handheld personal communications devices for private enjoyment (Clause 12.1).
- SGPPL shall not be held liable for any act or omission by any person not employed directly by SGPPL. SGPPL shall have no liability for the acts or omissions of the Event Organiser, the Associated Entities or any of their respective servants, agents or employees (Clause 15).

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

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

"Advertising"	means any means whatsoever (whether real or virtual and howsoever displayed and whether by light, laser, moving, revolving or traditional means) whereby goods and services or the name, image, brand or style of any person is displayed or promoted including without prejudice to the generality of the foregoing: (a) aerial, mobile or any other forms of advertising, display, demonstration, marketing or promotion in any electronic and/or digital media, or on printed material; (b) the provision of samples of products and other "give-aways"; and (c) advertising through Associated Persons wearing or carrying commercial brand names or logos or other types of advertising or promotional material;
"Alternative Facility"	means an alternative Facility which SGPPL may provide in its sole and absolute discretion, in the circumstances described in Clause 9.1(b)
"Associated Entities"	means FIA, FOWC, FOM, FOML, Formula One Asset Management Limited, Formula One Licensing B.V., Formula One Hospitality and Event Services Limited, the Title Sponsor, any engineering project manager appointed by SGPPL, and all other persons involved in the organisation, conduct and promotion of the Race including officials, marshals, rescue and medical staff, the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies) and their respective personnel;
"Associated Person"	means any guest, employee, officer, representative, agent, or contractor of a Client or its permitted assignee (as the case may be) attending the Race who is a Ticket Holder;
"Booking Form"	has the meaning ascribed to it in Clause 5.5(a);
"Brochures"	means the brochures produced by SGPPL for the Hospitality Packages as may be amended from time to time, and viewable at the SGP Website, and appointed sales points, and available by contacting SGPPL;
"Championship"	means FIA Formula One World Championship;
"Circuit Park"	means the temporary motor racing circuit known as Marina Bay Street Circuit in Singapore comprising the area around and within the Race Track designated for the Race and events and activities relating to the Race which shall include without limitation permanent and temporary buildings and infrastructure, amenities, spectator viewing facilities, the pit/paddock building, the Facilities, the media centre and the medical centre;
"Client"	means any person (including any individual, partnership (including limited partnership and limited liability partnership), company or other body corporate or other legal entity) that has: (a) completed the Booking Form and made Full Payment for Hospitality Packages(s) in accordance with these Conditions; or (b) purchased Hospitality Package(s) through an Overseas Ticketing Agent;
"Communicable Disease"	means COVID-19, Influenza A (H1N1-2009), SARS-CoV-1, Middle East respiratory syndrome (EMC/2012) or Avian Bird Flu in the Southeast Asian region or an outbreak of a similar contagious medical condition or disease, or in the event the

World Health Organisation declares a regional (which includes the Southeast Asian region) or global epidemic or issues a health advisory against travelling to Singapore;

"Conditions"	means (a) the Hospitality Packages terms and conditions of sale and entry contained herein; and (b) the directives, guidelines, policies, rules and regulations relating to or in connection with the Race issued by (i) SGPPL; or (ii) the Event Organiser or any governmental authority and expressly incorporated or deemed to be incorporated herein by reference, each as amended and supplemented from time to time and viewable at the SGP Website, displayed at the Circuit Park entrances and appointed sales points, and available by contacting SGPPL;
"Event IP"	has the meaning ascribed to it in Clause 14.2;
"Event Organiser"	means FOWC;
"Facilities"	means the facilities constructed and made available for use during the Race for the purposes of the relevant Hospitality Packages;
"FIA"	means Federation Internationale de l'Automobile;
"FOML"	means Formula One Marketing Limited;
"Force Majeure Event"	means any act, event or circumstance which is beyond SGPPL's and/or the Event Organiser's reasonable control, including without limitation: (a) acts of god including fire, flood, earthquake, windstorm or other natural disaster; (b) the act of any government or governmental authority, including the refusal or revocation of any licence or consent other than any such refusal or revocation by the FIA; (c) a power failure, failure of telecommunications lines, or a failure or breakdown of plant, machinery or vehicles operated by a third party; (d) theft, malicious damage, strike, lock out or industrial action of any kind other than by employees of SGPPL and/or the Event Organiser; (e) war, armed conflict, terrorist attacks, civil war, explosion, nuclear, chemical or biological contamination, epidemic or pandemic; (f) outbreak or continued outbreak of epidemic or pandemic relating to a Communicable Disease; (g) occurrence of a catastrophic event; (h) haze or flooding; (i) transportation delay or breakdown; and (j) entry restrictions to Singapore or quarantine requirements (or similar) applied by the Singapore government to enter that country;
"FOWC"	means Formula One World Championship Limited and/or where the context requires shall include Formula One Management Limited ("FOM") or any employee, representative, agent or contractor acting on its or their (as the case may be) behalf;
"Full Payment"	means the total cost (deposit and final balance) of the Hospitality Package(s) including GST. SGPPL shall only be deemed to have received Full Payment upon confirmation that cleared funds have been received by SGPPL's bank;

"GST"	means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1993;
"Health Directive"	means any health advisory, directive, guideline, policy, restriction, regulation or rule relating to any Communicable Disease issued by any government authority, SGPPL and/or the Event Organiser as amended and supplemented from time to time;
"Hospitality Entitlements"	means the hospitality entitlements of the Client and its Associated Persons under the relevant Hospitality Package, which may include the provision of food and/or beverages and/or ancillary services in any dining, catered or viewing areas and/or dining or viewing facilities and other permanent or temporary facilities that are within the Circuit Park, in each case at or in connection with the Race. The details of the Hospitality Entitlements offered under each Hospitality Package (including the Facility for that package) are set out in the relevant Brochures;
"Hospitality Package"	means a hospitality package that has been purchased by the Client in accordance with these Conditions which includes the Tickets granting the Client and its Associated Persons (a) entry to the Circuit Park and attendance at the Race; and (b) the Hospitality Entitlements;
"Hospitality Parking Ticket"	means a ticket or sticker issued at the sole and absolute discretion of SGPPL to a Ticket Holder permitting such Ticket Holder to park in a designated area;
"Hospitality Work Pass"	has the meaning ascribed to it in Clause 6.6(a);
"Image"	has the meaning ascribed to it in Clause 14.1(a);
"Legitimate Grounds"	means any grounds which SGPPL reasonably deems, in its sole and absolute discretion, to be in the legitimate interests of: (a) the good order, efficient management or operation of the Race and/or the Circuit Park; (b) the health and safety of (i) attendees at the Race and/or Circuit Park; or (ii) the general public; (c) the security of (i) the Circuit Park; (ii) attendees at the Race; or (iii) the general public; and/or (d) ensuring compliance with any present and future law, act, rule, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction of or by any governmental authority, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to the Race and/or the Circuit Park including any Health Directive;
"Overseas Ticketing Agent"	means a company duly appointed by SGPPL to sell Hospitality Packages to persons residing outside Singapore and includes SGPPL's authorised resellers;
"Police"	means the Singapore Police Force, or any other body tasked with providing security arrangements for the Race, and includes auxiliary police forces and members of the Singapore Armed Forces;
"Race"	means the FORMULA 1 [TITLE SPONSOR] SINGAPORE GRAND PRIX 2024 (or such other name as may be determined and approved by SGPPL to take into account the name of the Title Sponsor) event designated and endorsed as a round of the Championship held on any or all of the following days: trial day, qualifying day and race day including all support races, support events and peripheral entertainment related thereto;
"Race Track"	means the track on which the Race will be held comprising the racing surface up to and including the debris fencing panels, and allocated marshal areas;

"Recording"	has the meaning ascribed to it in Clause 12.1;
"Refund Policy"	means any refund policy that SGPPL may develop and apply from time to time to supplement the terms and conditions of this Agreement relating to refunds and includes any amendments and supplements to such a refund policy;
"SGPPL"	means Singapore GP Pte. Ltd. (Company Registration No. 200707649N), the promoter of the Race and exclusive distributor of the Hospitality Packages;
"SGP Website"	means SGPPL's official website https://www.singaporegp.sg including the relevant sub-pages.;
"Signage"	bridges, hoardings, placards, signs and any other structures, methods, sites, devices and other media whether temporary, including virtual, or permanent on which Advertising is capable of being affixed or displayed;
"STB"	means Singapore Tourism Board, a statutory board established under the Singapore Tourism Board Act 1963 and having its principal office at Tourism Court, 1 Orchard Spring Lane, Singapore 247729;
"Ticket"	means any physical or electronic ticket, pass, credential or other document or general or specific authorisation granted by SGPPL under a Hospitality Package;
"Ticket Holder"	means the holder of a Ticket that has been purchased in accordance with these Conditions;
"Title Sponsor"	means the title sponsor for the Race.

1.2. Interpretation

- (a) The headings and sub-headings in these Conditions are inserted for convenience only and shall not affect the interpretation or construction of these Conditions.
- (b) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter); and references to persons include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state.
- (c) Any reference to conduct includes without limitation, an omission, statement or undertaking, whether or not in writing.
- (d) Any reference in these Conditions to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted.
- (e) Where there are two (2) or more parties named as the Client, a reference to a right or obligation of the Client confers that right or imposes that obligation (as the case may be) jointly and severally.

2. GENERAL CONDITIONS

- 2.1. Any Hospitality Package purchased and the Ticket Holder's entry to and presence at the Race, the Circuit Park and/or a Facility are subject to these Conditions and any accompanying risks, obligations and responsibilities.
- 2.2. By purchasing a Hospitality Package, the Client is deemed to have accepted and agreed to be bound by these Conditions. It is the Client and/or Ticket Holder's responsibility to ensure it has read and

understood these Conditions and any accompanying risks, obligations and responsibilities. It is also the Client's responsibility to draw its Associated Persons' attention to these Conditions and where they are made available for viewing.

- 2.3. These Conditions are made available on the SGP Website and appointed sales points, and available by contacting SGPPL. The Client and Ticket Holders are reminded to check regularly for the most updated version of these Conditions.
- 2.4. SGPPL may at any time in its sole and absolute discretion supplement, amend or vary any provision of these Conditions and publish them on the SGP Website. If the Client or Ticket Holder does not consent to such supplementation, amendment or variation, the Client or Ticket Holder shall not use any Ticket for purposes of entry to the Race, Circuit Park or any Facility. If, following such supplementation, amendment or variation, the Client and/or Ticket Holder nevertheless uses the Ticket to enter the Race, Circuit Park and/or any Facility, the Client and/or Ticket Holder shall be deemed to have irrevocably consented to such supplementation, amendment or variation and to have agreed to be bound thereby.
- 2.5. The Hospitality Packages sold and Tickets issued thereunder may be subject to additional terms and conditions imposed by the Event Organiser. It shall be the responsibility of the Client and Ticket Holder to obtain details of the Event Organiser's terms and conditions.

3. ALTERATIONS TO RACE, HOSPITALITY PACKAGES AND HOSPITALITY ENTITLEMENTS

- 3.1. Hospitality Packages and Hospitality Entitlements
 - (a) All Hospitality Packages and Hospitality Entitlements are provided on an as-is where-is basis.
 - (b) SGPPL makes no representation, warranty or guarantee (whether expressed or implied under statute or otherwise) in respect of the condition, fitness for purpose, quality, nature, suitability, appropriateness or otherwise of any Facility (or any area therein), Hospitality Package or Hospitality Entitlement, and all such representation, warranty and guarantee are expressly excluded. The Client acknowledges that it has conducted its own assessment prior to making any purchase.
 - (c) SGPPL shall have the sole and absolute discretion to determine the offerings and entitlements (including the Hospitality Entitlements) under the Hospitality Packages. The Hospitality Packages and Hospitality Entitlements (whether published in a Brochure or otherwise) are only provisional and are subject to change if deemed necessary by SGPPL, including without limitation, due to (i) operational or technical reasons; (ii) an occurrence of a Force Majeure Event; or (iii) on any Legitimate Ground. Such changes may include, but are not limited to, changes in the location of the Facility, menu or services offered under the Hospitality Packages and/or Hospitality Entitlements.
 - (d) SGPPL may assign its rights under these Conditions to any third party and may perform its obligations (including without limitation, the provision of the Hospitality Entitlements) under these Conditions through any third party without the consent of the Client. The rights of the Client under these Conditions are personal to the Client and may not be assigned or sub-licensed or otherwise transferred by the Client, save in accordance with Clause 7.
- 3.2. SGPPL and/or the Event Organiser shall have the sole and absolute discretion to determine the schedule for the Race including the dates, times and duration of the Race. The schedule for the Race (whether published or otherwise) and its proposed format are only provisional and are subject to changes if deemed necessary by SGPPL and/or the Event Organiser, including without limitation, due to an occurrence of a Force Majeure Event or on any Legitimate Ground.
- 3.3. In the event of (i) inclement weather or a Force Majeure Event occurring on any or all of the days of the Race; or (ii) if there is a Legitimate Ground to do so, SGPPL and/or the Event Organiser shall have the

sole and absolute discretion to delay or postpone the Race for the affected day(s), and if necessary, to cancel or abandon the Race, or have the Race proceed as a closed-door event. In this regard:

- (a) the Race may resume after such delay or postponement; and
 - (b) if the Race is cancelled or abandoned (in whole or in part), or proceeds as a closed-door event, SGPPL will make a refund according to Clause 10 and/or the Refund Policy (if any) without any liability to arrange a substitute event.
- 3.4. SGPPL reserves the right to change or cancel any of the following, or limit or remove access for any Ticket holder to any of the following, at SGPPL's sole and absolute discretion for any reason, including without limitation, due to an occurrence of a Force Majeure Event or on any Legitimate Ground:
- (a) any Hospitality Package or Hospitality Entitlement;
 - (b) any entertainment activity, facility or line-up that is not part of the Hospitality Entitlement;
 - (c) any Circuit Park facility that is not part of the Hospitality Entitlement;
 - (d) the placement and accessibility of big screens; or
 - (e) any other activity, attraction, content, element, facility, feature, format, participant and/or programme relating to or in connection with the Race or Circuit Park that is not part of the Hospitality Entitlement.

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

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

4. COVID-19 PRECAUTIONS

- 4.1. All Ticket Holders (regardless of age) must be **fully vaccinated against COVID-19** to enter the Circuit Park and attend the Race. The Ticket Holder's vaccination status will be generally determined according to the prevailing guidelines published by the Singapore Ministry of Health. However, SGPPL, the Event Organiser or the relevant governmental authority may at its discretion impose different or additional COVID-19 vaccination requirements for the purposes of the Race.
- 4.2. SGPPL and/or the Event Organiser reserves the right to impose and/or update their Health Directives at any time as a condition of admittance to, and/or in relation to behaviour at, the Race, the Circuit Park and/or any Facility as SGPPL or the Event Organiser considers appropriate, taking into account current circumstances at that time or in response to any issued Health Directive. To the extent that SGPPL's Health Directives conflict with the provisions hereunder, in particular Clauses 6 and 8 to 15, SGPPL's Health Directives will apply and prevail.
- 4.3. Ticket Holders are strongly advised to check the Singapore Ministry of Health website <https://www.moh.gov.sg/covid-19>, the SGP Website, and notices displayed in the Circuit Park and each Facility for up-to-date information on COVID-19 in Singapore and any COVID-19 requirements, changes or updates concerning the Race. By entering the Circuit Park and/or any Facility, the Ticket Holder assumes all risks related to the exposure to any Communicable Disease, including COVID-19, in accordance with Clause 11.9(c)(iii).

- 4.4. SGPPL reserves the sole and absolute discretion to refuse to admit any person into the Circuit Park who is not vaccinated or deemed by SGPPL not to be vaccinated against COVID-19, in which case SGPPL shall not be liable for any loss, damage or expense suffered by such person and persons accompanying him/her, including but not limited to any loss, damage or expense suffered as a result of or in connection with any cancellation or change in hotel or flight reservations.

5. HOSPITALITY PACKAGE BOOKINGS

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

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

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

5.4. Bookings, cancellations and alterations

- (a) A Hospitality Package booking shall be made by the Client by sending to SGPPL a duly completed and signed booking form in such form and manner as SGPPL may prescribe from time to time ("**Booking Form**"). Subject to Clauses 5.5(b), 5.5(c) and 5.6, the Client shall be liable to pay to SGPPL the cost of the Hospitality Packages set out in the invoice issued by SGPPL upon its acceptance of the booking.
- (b) Cancellation of any booking must be made in writing to SGPPL. The effective cancellation date shall be deemed to be on the first working day on which the cancellation letter or email is received by SGPPL. Depending on the effective cancellation date, cancellation charges may apply according to a Refund Policy.
- (c) Alterations to bookings may only be made in accordance with this Clause 5.4(c). The Client may only request for its booking to be decreased by no more than 20% of the value of the original booking anytime up to the date falling 12 weeks before the first day of the Race, subject to SGPPL's approval and the payment of an administration fee of 25% of the value of the cancelled portion of the booking. SGPPL shall not be obliged to accept any alteration request on or after the first day of the Race.
- (d) SGPPL will only issue to the Client the confirmation letter/receipt of its booking and the Tickets upon receipt of Full Payment.

5.5. Payments

- (a) Full Payment shall be paid by the Client within 30 days of the date of the invoice issued by SGPPL, or 12 weeks prior to the first day of the Race, whichever is earlier. All prices will be subject to prevailing GST.
- (b) All payments shall be made by way of:
 - (i) the payment gateway integrated on the SGP Website;
 - (ii) cashier's order, company cheque or banker's draft drawn on a bank licensed in Singapore and made out to Singapore GP Pte. Ltd. (personal cheques will not be accepted); or

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

Beneficiary Name: SINGAPORE GP PTE. LTD.

Beneficiary Bank: OVERSEA-CHINESE BANKING CORPORATION LTD
SINGAPORE

Account No: 581-201670-001

Swift Code: OCBGSGSG

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

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

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

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

5.7. Overseas Ticketing Agents

In cases where Hospitality Packages are booked through Overseas Ticketing Agents, the relevant terms and conditions of the Overseas Ticketing Agents may apply instead of the provisions under Clause 5.5, 5.6, 6.4 and 6.5. It shall be the responsibility of the Clients and potential Clients to obtain details of the Overseas Ticketing Agents' terms and conditions.

6. TICKETS: ACCESS, ENTRY, DISPLAY & PRICING

6.1. Access and entry

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

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

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

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

6.2. Children

- (a) Children below the age of seven (7) will only be admitted if his/her parent/guardian signs a letter of undertaking to indemnify SGPPL from any liability arising from their decision to bring with them children under the age of seven (7). This letter can be obtained at the SGP Website or the ticketing assistance counters at the Circuit Park.
- (b) Any person under the age of 12 (or in the case of a Facility, any person under the age of 18) must be accompanied and supervised at all times by his or her parent or guardian who must also hold a Ticket.

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

- (a) SGPPL is informed as soon as reasonably practicable;
- (b) the Client is able to verify and authenticate its Ticket purchase through supporting documents including proof of purchase;
- (c) the Client is able to produce a Police report reporting the loss or theft of the Tickets, and a written letter specifying the number of, type of and allocation of Tickets lost or stolen and confirming that the Client authorise the issuance of new Tickets; and
- (d) the Client pays a nominal administrative charge per Ticket for the replacement of the lost or stolen Ticket.

6.4. All Tickets will show the Client and/or its Associated Person's company or individual identification. In the case of assigned Hospitality Packages in accordance with Clause 7, the assignee's and/or its Associated Persons' identification will be shown instead. SGPPL must be advised in writing of any change in the Client and/or its Associated Person's company or individual name on or before 1 July 2024. If any notification of change is made after the said date, Tickets will not show the amended company or individual name.

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

- (a) for Hospitality Packages booked **on or before six (6) calendar weeks prior to the first Race day**, Clients can elect in its Booking Form to receive their Tickets by collection, or delivery by courier or postal service and the Client will bear all applicable tax and courier, delivery and/or postal charges incurred in relation or ancillary thereto as provided on the SGP Website. In order to receive Tickets via local courier, a street address must be provided on the Booking Form and a duly authorised representative must be available to sign for and receive the Tickets during normal business hours (Monday – Friday, 9.00am - 5.00pm). In order to receive Tickets via international courier, an address must be provided on the Booking Form;
- (b) for Hospitality Packages booked **after six (6) calendar weeks prior to the first Event day**, Tickets must be self-collected by the Client from a designated location outside the Circuit Park;

- (c) the risk in the Tickets shall pass to the Client upon being delivered to the courier or postal company in Singapore. SGPPL shall not be responsible for (A) Tickets lost or misplaced by the courier or postal company delivery; (B) non-delivery of the Tickets; or (C) delivery of the Tickets to a third party other than the Client;
- (d) it is the sole responsibility of the Client to promptly notify SGPPL of any changes in address prior to the Tickets being dispatched or any non-receipt of Tickets via the booking hotline found at the SGP Website. SGPPL reserves the right to levy an additional charge for issuing replacement Tickets and documents arising from non-delivery of the Tickets.

6.6. Hospitality working access pass

- (a) A minimum of one (1) hospitality working access pass ("Hospitality Work Pass") will be issued by SGPPL to the Client for every 50 Tickets booked by the Client under its Hospitality Package solely for the purpose of permitting holders of such passes working access to and around areas of the Facility of the relevant Hospitality Package at stipulated times prior to the Race.
- (b) The holder of a Hospitality Work Pass shall not enter any unauthorised areas including any other Facility or any section of the Facility reserved for any other Client. The holders of Hospitality Work Passes shall not be entitled to any Hospitality Entitlements.
- (c) SGPPL reserves the right in its sole and absolute discretion to issue additional Hospitality Work Passes to the Client and to impose such conditions to their use as SGPPL deems fit or necessary.
- (d) The provisions of these Conditions that are applicable to Tickets and Ticket Holders shall apply with appropriate modifications to Hospitality Work Passes and the holders of Hospitality Work Passes. The Client shall ensure that holders of Hospitality Work Passes comply with these Conditions where applicable.

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

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

- (a) SGPPL shall retain the exclusive right to market, sell and distribute Hospitality Packages on any and all platforms, in any media or manner whatsoever, whether sold, marketed or distributed individually or bundled in a package.
- (b) Hospitality Packages and Tickets shall not be or attempted to be resold, transferred, or offered or made available for sale (in each case, whether for free or otherwise, or in any form or manner, or whether as a package with accommodation, transportation, food, beverage and/or other ancillary item, experience, products or service in the course of business or otherwise) unless in accordance with Clause 7 or SGPPL's prior written consent is obtained. SGPPL may, in its discretion, refuse to accept and/or cancel Hospitality Package bookings from anyone it believes plans to offer Hospitality Packages and/or Tickets for resale.
- (c) Hospitality Packages and Tickets shall not be purchased or obtained from or through any commercial agent, company or otherwise than directly from SGPPL (or its appointed authorised agents such as Overseas Ticketing Agents), unless the prior written consent of SGPPL is obtained, whose consent, if given, may attach any terms and conditions SGPPL deems fit thereto.

- (d) Hospitality Packages and Tickets shall not be used for Advertising, promotional or commercial purposes (including without limitation, trade incentives, prizes, competitions, contests, sweepstakes, raffles, tombolas, lotteries, or draws, whether for commercial or charitable purposes) without the prior written consent of SGPPL and FOML, who may withhold such consent at their sole and absolute discretion.
 - (e) Any person using or seeking to use a Hospitality Package or Ticket (i) obtained from sources not authorised by SGPPL or its appointed authorised agents; or (ii) obtained in breach of these Conditions, in order to gain or provide someone entry to or remain at the Circuit Park or any Facility, may be refused admission or ejected from the Circuit Park or any Facility, and may be liable to legal action.
- 6.9. Any Hospitality Package or Ticket obtained in breach of these Conditions shall be void and all rights conferred or evidenced by such Hospitality Package or Ticket (as the case may be) shall be nullified. SGPPL reserves the right to retain, confiscate, cancel or void (in the sole and absolute discretion of SGPPL) any Hospitality Package or Ticket held by any person (a) reasonably determined by SGPPL to be in breach of these Conditions without any liability to make any refund in respect thereof; or (b) on Legitimate Grounds.
- 6.10. SGPPL reserves the sole and absolute discretion to refuse to admit any person into or eject any person from the Race, Circuit Park and/or any Facility:
- (a) whose presence within the Circuit Park and/or any Facility is, or could (in SGPPL's reasonable opinion), constitute a source of danger, nuisance or annoyance to any other person(s);
 - (b) whose presence under (in SGPPL's reasonable opinion) any circumstances gives rise to health and safety, environmental and/or security concerns;
 - (c) who fail to comply with or is in breach of these Conditions including any Health Directive;
 - (d) who violate or attempt to violate any applicable law; and/or
 - (e) on any other Legitimate Grounds;
- and in each case, in respect of the Client and/or a Ticket Holder in default:
- (i) the Client and/or Ticket Holder shall be deemed to have forfeited its rights but not its obligations under these Conditions;
 - (ii) SGPPL shall not be obliged to refund the cost of any Hospitality Package or Ticket;
 - (iii) SGPPL will be free to cancel, re-sell, confiscate and/or void (in the sole and absolute discretion of SGPPL) any Hospitality Package or Ticket held by the Client and/or Ticket Holder who is in default;
 - (iv) SGPPL shall be entitled to demand that the Client and/or Ticket Holder unconditionally and irrevocably constitutes and appoints SGPPL as its attorney to do, perform and execute all things and documents as may be necessary or desirable to transfer or assign the rights, benefits and entitlements of the Client and/or Ticket Holder who is in default; and
 - (v) the forfeit of any monies pursuant to Clause 6.10(i) shall not preclude any other rights which SGPPL may have under these Conditions or all other rights and remedies available to SGPPL at law, in equity, under contract or otherwise.

7. ASSIGNMENTS

- 7.1. A Hospitality Package may be assigned in its entirety to one company or individual for the length of the Hospitality Package in question subject to the prior written consent of SGPPL, and such consent shall be exercisable in SGPPL's sole and absolute discretion and may include such terms and conditions as SGPPL deems fit. The Hospitality Package shall not be broken up and assigned on an individual session, or sessions, basis, and must be assigned as one entire package.
- 7.2. Any request to assign any Hospitality Package must be made in writing with full details of the assignee and directed to the Corporate Sales Manager of SGPPL.
- 7.3. In the event of any such assignment is consented to by SGPPL:
- (a) the Conditions applicable to Ticket Holders shall apply, with appropriate modifications, to such assignee and its Associated Persons; and
 - (b) the original Client shall:
 - (i) remain bound by these Conditions;
 - (ii) be liable and held responsible for any breach or non-compliance of these Conditions by the assignee and/or its Associated Persons; and
 - (iii) indemnify SGPPL against any and all losses, damages, costs and expenses howsoever incurred in relation to any breach or non-compliance of these Conditions by the assignee and/or its Associated Persons.

8. SEATING AND VIEWING ARRANGEMENTS

- 8.1. Any authorised impression or map of the Circuit Park or any Facility is provided as a guide only to the approximate locations of seating, viewing areas and other conveniences and attractions in the Circuit Park, any Facility and around the Race Track, and may not be drawn to scale. SGPPL reserves the right to determine the actual and final location of and details concerning seating, viewing areas and other conveniences and attractions without providing notice. The Client and Ticket Holders acknowledge and accept that no reliance is placed on such impression or map of the Circuit Park or any Facility when purchasing a Hospitality Package or upon entry to the Circuit Park or any Facility.
- 8.2. SGPPL will endeavour to arrange for seats with minimal restrictions on the view or restricted leg room, subject to availability. The Client and Ticket Holders acknowledge that such seats may not be available and that natural or man-made obstructions (including objects or structures put up by SGPPL, the Event Organiser or the Associated Entities) may impede viewing in some areas. For the avoidance of doubt, no refund will be given to the Client for seats with restricted views or leg room.
- 8.3. SGPPL reserves the right to change the arrangements and plans of any seating, viewing area, or other convenience or attraction for any reason in its sole and absolute discretion, without any liability to make any refund in respect thereof.
- 8.4. In the event SGPPL (i) cannot or is unable to; or (ii) will no longer accommodate or provide, the original seating entitlement attached to a Ticket due to (A) a reduction in maximum attendance capacity at the Circuit Park, any Facility or within each segregated zone or area of the Circuit Park or Facility, in line with any Health Directive; or (B) any Legitimate Ground, SGPPL has the sole and absolute discretion to either:
- (a) make changes to the Ticket Holder's seating arrangement, in which case no refund will be made; or
 - (b) cancel such Ticket or seating entitlement, in which case, SGPPL will refund the Client in accordance with Clause 10 and/or the Refund Policy (if any).

9. FACILITIES

9.1. Availability, nature and location

- (a) SGPPL reserves the right to determine in its sole and absolute discretion and impose any conditions it deems fit, the nature and location of any Facility and any dedicated areas within any Facility in all respects at the Race including, whether or not (and if so, any conditions upon which) SGPPL may provide grandstand or viewing gallery seating and if provided, the type and position of any grandstand or viewing gallery seating so provided.
- (b) If SGPPL is unable to obtain or maintain its rights to use the Facility or make available the Facility for any reason, including without limitation, due to (i) the occurrence of a Force Majeure Event; or (ii) any Legitimate Ground, SGPPL may at its sole and absolute discretion provide an Alternative Facility comparable to the Facility. In the event SGPPL is unable to or fails to provide the Facility or an Alternative Facility, save for any refund to be given in accordance with Clause 10 and/or the Refund Policy (if any), SGPPL shall not in any event be liable to the Client for, and the Client hereby releases and discharges SGPPL against any claim, loss (including without limitation, any indirect loss, consequential loss or loss of profit), damage, cost and/or expense that may be suffered by the Client as a result of SGPPL failing to provide the Facility or an Alternative Facility.
- (c) While SGPPL endeavours to offer the best view possible from the Facilities to all spectators, the nature of a street circuit is such that SGPPL cannot guarantee a completely unobstructed view from all angles of the Facilities due to existing Race infrastructure and the Client and Ticket Holders shall accept such views provided to them.

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

- (a) If the Client wishes to carry out interior branding works at its corporate suit within a Facility, the Client shall:
 - (i) obtain SGPPL's prior written consent, and submit all artwork, drawings and plans using the standard interior branding templates provided by SGPPL (and any subsequent changes thereto) for SGPPL's written approval; and
 - (ii) engage and directly liaise with SGPPL's appointed vendor(s).
- (b) Where the Client or any of its Associated Person is permitted use of a dedicated area within a Facility (as determined by SGPPL at its sole and absolute discretion), the Client may decorate or theme the interior of such dedicated area at its own cost and expense, provided always that the Client obtains the prior written approval of SGPPL and subject always to these Conditions.
- (c) Any interior branding, decoration or theming carried out by the Client and/or any of its Associated Person in its dedicated area or corporate suite within the relevant Facility pursuant to (a) and (b) above, shall be subject always to the following:
 - (i) the Client and/or its Associated Persons shall be fully responsible for transporting all interior branding, decorating or theming materials and property to such dedicated area or corporate suite within the relevant Facility (as the case may be) and shall bear all costs and expenses in connection therewith;
 - (ii) the Client shall not and ensure that its Associated Persons do not:
 - (A) affix, display, erect, install, paint, attach or otherwise exhibit within or outside the relevant Facility or other areas in which Hospitality Entitlements are offered (including on any hospitality providers' sites, personnel, products

and services) any commercial brand names, logos, Advertising or Signage of any kind unless SGPPL's prior written approval is obtained (which may be subject to such terms and conditions that SGPPL may impose at its sole and absolute discretion), save as permitted under Clause 9.2(a), 9.2(b) or 9.3; or

- (B) interfere or cause any loss or damage to (I) the Facility or any area within the Facility; or (II) any decoration, equipment, fixture or fitting therein, including, without limitation lightings, doors, audio-visual equipment, shutters, signages, closed-circuit television cameras, fire detection and fire-fighting installations and equipment, and washroom fittings.
- (d) There shall not be any alteration or addition to (i) the Facility or any area within the Facility save as permitted under Clause 9.2(a) or 9.2(b); or (ii) any use of the Facility other than the use contemplated by the Client's Hospitality Package in accordance with these Conditions, without the prior written consent of SGPPL (which consent shall be exercisable in SGPPL's sole and absolute discretion and may include such conditions as SGPPL deems fit).
- (e) The Client is liable for and shall indemnify SGPPL against any claim, loss (including without limitation, any indirect loss, consequential loss or loss of profit), damage, cost and/or expense arising from or connected with:
 - (i) any alteration or addition to the Facility or any area within the Facility requested or made by the Client or any of its Associated Person;
 - (ii) the transport, installation, erection, display, use, safekeeping, dismantling and/or removal of any interior branding, decorating or theming material or property of the Client or any of its Associated Person; and
 - (iii) any breach or non-compliance with this Clause 9.2.

9.3. Signage, Advertising and Promotions

- (a) The only corporate Signage permitted to be located outside the Hospitality Package corporate suite is restricted to the 60cm x 30cm entrance sign supplied in the Hospitality Package by SGPPL. The Client shall provide to SGPPL the following content for inclusion in such corporate Signage no later than such deadline as SGPPL may publish on SGPPL's website or otherwise advise to the Client:
 - (i) the Client's corporate logo, logo specification guidelines or specified text; and
 - (ii) the business or trading name of the Client or, in the case of an individual, the first name and/or surname only.
- (b) Without prejudice to Clause 16, save for the aforementioned corporate Signage, no Advertising by the Client, any Ticket Holder or any other person will be permitted within the Circuit Park or surrounding precinct without the prior written consent of the Corporate Sales Manager of SGPPL.

9.4. Contractors, vendors and suppliers

- (a) The Client is required to engage and use the official contractors, vendors and suppliers appointed by SGPPL for any services required by the Client in or about the Facility, where such services are offered by them.
- (b) In the case the Client is unable to procure any required service from the official contractors, vendors and suppliers appointed by SGPPL, the Client shall obtain SGPPL's prior written consent prior to engaging its own contractor, vendor or supplier to provide such service,

provided always that the Client shall ensure that no contractor, vendor or supplier engaged by the Client shall have any official status, designation, sponsorship or Advertising rights of any kind in respect of the Race, the Championship, or SGPPL, the Event Organiser or the Associated Entities.

- (c) Such official contractors, vendors and suppliers appointed by SGPPL are independent contractors and nothing in these Conditions is intended to or shall operate to create any association, partnership, joint venture or agency relationship of any kind between SGPPL and any contractor, vendor or supplier. SGPPL shall not be responsible or liable for any act or omission of any contractor, vendor or supplier and any of its product or services offered to the Client and/or its Associated Persons.
- 9.5. The Client shall comply and procure its Associated Persons to comply with these Conditions and all directions, guidelines, instructions, notices, orders, rules, recommendations, regulations, requests and/or requirements issued by SGPPL (as amended or supplemented from time to time) relating to or in connection with the Facilities.
- 9.6. **Attire, pets and parking**
- (a) All Associated Persons entering the Facility must be at least in smart casual attire. For the avoidance of doubt, open-ended footwear, uncollared shirts, shorts or beach wear are not permitted. SGPPL and/or the Event Organiser reserves the right to refuse or restrict entry to the Facility, and may request the departure from the Facility, of any person SGPPL and/or the Event Organiser deems to be dressed or behaving inappropriately.
 - (b) No pets shall be allowed into the Facility.
 - (c) Hospitality Parking Tickets are issued at the sole and absolute discretion of SGPPL and with any conditions that SGPPL deems fit. All hospitality parking places shall be situated outside the Circuit Park.

10. REFUNDS AND EXCHANGES

- 10.1. Hospitality Packages, Hospitality Entitlements and Tickets cannot be exchanged or refunded under any circumstances (including, but not be limited to (a) the possible non-appearance of any particular person, group or personality expected by the Client or the Ticket Holder, whether expected to enter the Race or not and whether advertised or not; (b) any variations to the programs, conveniences and/or attractions; or (c) any adverse weather conditions or any circumstances beyond the reasonable control of SGPPL) except as provided in this Clause 10 and/or the Refund Policy (if any), or unless SGPPL otherwise agrees in writing at its sole and absolute discretion. For the avoidance of doubt, the Hospitality Entitlements shall not be exchangeable for cash/money or any other items.
- 10.2. The Client may cancel or alter its Hospitality Package only in accordance with Clause 5.5(b) or 5.5(c).
- 10.3. SGPPL will refund the cost of a Hospitality Package to the Client (subject to such Hospitality Package having been paid in full) under the following circumstances:
- (a) the entire Race is cancelled and cannot or will not be re-scheduled;
 - (b) the dates of the Race are changed less than three (3) months prior to the originally scheduled dates of the Race after they have been confirmed by FIA and the Client has confirmed in writing to SGPPL that the Client and Ticket Holders do not wish to attend the Race on the re-scheduled dates;
 - (c) SGPPL cancels or makes a significant adverse change to the Ticket Holders' reserved seating arrangements under the Client's Hospitality Package (other than as described in Clause 8 and

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

- (d) Tickets under the Client's Hospitality Package are cancelled in accordance with Clause 8.4(b); or
- (e) any other circumstances which SGPPL deems appropriate in its sole and absolute discretion.

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

- 10.4. No refunds will be provided due to any lack of on-track or off-track activity, such as due to inclement weather, provided that SGPPL has otherwise provided the Hospitality Benefits.
- 10.5. Any refund requested by the Client is subject to the Client promptly providing SGPPL full and complete documents and information supporting such refund request such as proof of Ticket purchase, COVID-19 serology test results, quarantine orders, hotel or flight bookings, or any other documents and information reasonably requested by SGPPL. The Client consents, and consents for and on behalf of its Associated Persons, to SGPPL collecting, using, disclosing and/or processing such documents and information for the sole purpose of processing any refund request in accordance with its privacy policy published at the SGP Website.
- 10.6. Save for any refund of the cost of the Hospitality Package or Tickets in accordance with this Clause 10 and/or any applicable Refund Policy, SGPPL shall not be liable under any circumstances for any other loss, damage or expense suffered as a result of or in connection with (a) any change in reserved seating arrangements or any Hospitality Entitlement; (b) any cancellation of Hospitality Package, Hospitality Entitlement or Ticket; or (c) the Race (or any part thereof) being cancelled, postponed or changed, including but not limited to, any loss, damage or expense suffered as a result of or in connection with any cancellation or change in hotel or flight reservations.
- 10.7. For the avoidance of doubt, only the Client is entitled to request for and receive the refund, and not its Associated Persons, assignee or the assignee's Associated Persons (pursuant to clause 7).
- 10.8. In the case of any refunds payable in relation to cancelled Tickets purchased by a Client from an Overseas Ticketing Agent, SGPPL will refund to the Overseas Ticketing Agent the sums it received from the Overseas Ticketing Agent in relation to the cancelled Tickets. SGPPL will not refund directly to the Client. The Client must obtain any refunds from the relevant Overseas Ticketing Agent and shall have no rights against SGPPL in relation to cancelled Tickets or any refunds.

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

- 11.1. The Client shall comply, and ensure compliance by its Associated Persons, with:
 - (a) any health, environmental, safety and security arrangements, directions or notices displayed or given by the Police or officers, employees or agents of SGPPL, FIA, FOML, FOM, and FOWC, including without limitation, all Health Directives and all other notices, directions or other requirements relating to access, attendance, security and conduct of persons at the Race, Circuit Park and each Facility;
 - (b) the terms and conditions of sale attaching to the Race, Hospitality Package, Hospitality Entitlements and/or Ticket and the terms and conditions of entry displayed at the entrances to the Circuit Park and each Facility; and

- (c) all laws, regulations or requirements of the Police, any governmental authorities or any authorised person (including, without limitation, the FIA, FOML or FOWC) having jurisdiction over the activities of SGPPL, the Race, and/or the use or occupancy of the Circuit Park and Facility;
 - (d) all instructions displayed within the Facility (for example, signs indicating no smoking and no glassware on Sky Suite terraces), and the Client and its Associated Persons shall be responsible for all claims resulting from any breach of these instructions; and
 - (e) all rules forbidding entry to the pit lanes.
- 11.2. For reasons of health, environment protection, safety and/or security, SGPPL and its authorised personnel reserve the right in their discretion:
- (a) to prohibit any item from being brought into the Circuit Park including any item that is prohibited under applicable laws or deemed by SGPPL to be dangerous or unsafe, including any of the following:

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

The items listed above are not exhaustive and an updated list of all prohibited items will be published at the SGP Website and displayed at the entrance to the Circuit Park and/or areas designated by SGPPL;
 - (b) to refuse suitcases, bags and/or any other objects being brought in to the Circuit Park (or into any area under the control of SGPPL) whether before, during or after the Race;
 - (c) to inspect any bag or other item which any person wishes to bring in to or remove from the Circuit Park, whether before, during or after the Race;
 - (d) to search any Ticket Holder at the Circuit Park for prohibited items pursuant to Clause 11.2(a) and to confiscate, destroy or retain any prohibited item found; and SGPPL and/or its authorised security personnel shall not be responsible for any loss, damage or expense suffered in connection with such prohibited item; and
 - (e) to refuse any person admission or eject any person from the Circuit Park including if such person (i) is assessed by on-site medical personnel to have any COVID-19 symptoms at the point of entry to the Circuit Park (such as a temperature check); or (ii) does not comply with any Health Directive.
- 11.3. For the security of Ticket Holders whilst at the Facility, CCTV cameras may be used at the Facility. The Ticket Holder consents the collection, use, disclosure and/or processing of his/her personal information captured in any footage that may be taken of the Ticket Holder for general security measures (including without limitation the use and/or disclosure of such personal information in any Recordings from CCTV footage to the Police for use in any proceedings) in accordance with its privacy policy published at the SGP Website.

- 11.4. Ticket Holders shall not bring any food or beverage of any description into the Circuit Park. Ticket Holders shall only purchase and consume food or beverages at designated food and beverage or hospitality facilities provided by a caterer pursuant to Clause 11.5.
- 11.5. SGPPL is exclusively entitled to procure or authorise the provision of all catering, food and beverage services for the Facility and may appoint the caterer and such other persons as it thinks (in its sole and absolute discretion) fit to provide such catering, food and beverage services (or part thereof).
- 11.6. SGPPL may, subject to applicable laws, designate one or more areas within the Circuit Park or within any Facility as a smoking area. Smoking is not permitted anywhere in the Circuit Park or Facility outside the designated smoking areas.
- 11.7. Without prejudice to Clauses 11.1 and 11.2, while at the Race and/or Circuit Park, the Ticket Holder must maintain safe, prudent and respectful behaviour and comply with all health, environmental, safety and security measures and instructions implemented on-site or given by any official.
- 11.8. SGPPL, the Associated Entities and their officers, employees or agents shall not be responsible for any property or personal effects of the Ticket Holders or any other person in the Circuit Park, or any destruction of property or theft at the Race and/or Circuit Park, in particular property or personal effects brought into any Facility, whether kept in a locked cabinet or otherwise.
- 11.9. Health risks and warnings
- (a) All persons with pacemakers, implantable cardioverter-defibrillator or other medical devices which could be affected by metal detectors should contact security officials for assistance before approaching any gate.
 - (b) The conditions at the Race and the Circuit Park may vary, including access, seating, and protection from weather, terrain and facilities available. As some areas of the Circuit Park are exposed, Ticket Holders are advised to take appropriate care for their hydration and protection from adverse weather conditions.
 - (c) As a condition of entry into the Circuit Park, each Ticket Holder acknowledges and accepts that:
 - (i) the Race, motor racing and the activities associated therewith (including without limitation, support races) are dangerous and accidents can happen and that there is a possibility of an accident causing injury, death, property damage or loss. The risks associated with attending or participating in the Race include but are not limited to the risk of suffering harm as a result of motor vehicles (or parts of them) colliding with other motor vehicles, persons or property. Attending the Race or being in or in the vicinity of the Circuit Park may involve danger and risk to their personal safety and attendance at the Race or the Circuit Park is entirely at the Ticket Holder's own risk and that all accompanying adult, parent or guardian are responsible for the children under their care;
 - (ii) vehicles used in the Race can generate noise of up to 130 decibels (db). Exposure to any noise greater than 120 db can cause permanent hearing damage. Each Ticket Holder agrees to take the appropriate ear protection, including without limitation, wearing ear plugs and ear muffs, especially for children less than 18 years of age. All children must be protected against such hearing damage, or permanent hearing damage may result. Their protection is the responsibility of the accompanying adult, parent or guardian;
 - (iii) there is an inherent risk of contracting or the transmission of Communicable Disease, including COVID-19, in any place where people are present including within the Circuit Park which may result in very serious health consequences, and each Ticket Holder (A) has considered any COVID-19 associated risks and his/her own personal

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

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

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

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

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

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

- (a) of, at or pertaining to the Race (including cars, drivers and competitors), any Formula 1 test session or any aspect of them; or
- (b) within the confines of the Circuit Park (or any part of it or its surroundings).

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

- (a) FOWC and third parties authorised by FOWC may make or record film and/or other forms of moving pictures, still pictures, Recordings or any of them of the Race (including, without limitation, of the Client and Ticket Holder). Unless the Client or Ticket Holder otherwise reaches an agreement with FOWC, the Client and each Ticket Holder hereby consents and grants the FIA, FOWC and third parties authorised by them permission to use photographs, film, tape, or other Images or likenesses of the Client and/or Ticket Holder, or any Recording, in any media (including publication within and outside Singapore) and for any purpose without identification, compensation or payment of any kind;
- (b) the venues / locations at which the Race are held and all areas accessible to the Client and Ticket Holders are locations which are open to the public;
- (c) the Recordings referred to in Clause 12.3(a) constitute reasonable expected means by which personal data may be recorded at such locations and in connection with the Race;

- (d) as the entry to the Race and associated events are entered or accessible via the purchase or procurement of a Ticket, the Race and associated events, are deemed "publicly available" events for the purposes of the Personal Data Protection Act 2012;
- (e) the handling or processing of any moving pictures, still pictures, sound Recording or any of them will be otherwise subject to Clause 13; and
- (f) SGPPL shall have the right to allow any authorised photographers and/or videographers into the Circuit Park to make Recordings for future Advertising and promotional purposes without prior permission from the Client and/or Ticket Holder.

13. DATA PROTECTION

- 13.1. The Client and Ticket Holders hereby agree and consent to the collection, use, disclosure and/or processing of their personal information by SGPPL (and/or their employees, agents or contractors) in accordance with the purposes as set out in its privacy policy available at the SGP Website as amended and supplemented by SGPPL from time to time at its sole and absolute discretion.
- 13.2. In the case where the Client and Ticket Holders opt-in to receive information from Formula 1, including news, surveys, offers and promotions, the Client and Ticket Holders are deemed to have given their consent to the collection, use, disclosure and/or processing of their personal information directly to FOWC or its nominated affiliate for marketing and promotional purposes in accordance with FOWC's or its nominated affiliate's relevant privacy policy. SGPPL shall not be liable or responsible for the collection or processing of any personal data provided by the Client and Ticket Holders to FOWC's or its nominated affiliate.
- 13.3. The Client and Ticket Holders hereby represent and warrant that all of the information provided to SGPPL (including without limitation personal particulars) is accurate and complete. If the Client and Ticket Holders provide the personal information of any third parties, the Client and Ticket Holders further represent and warrant that these third parties have also consented to the terms of the SGPPL's privacy policy available at the SGP Website as amended and supplemented by SGPPL from time to time at its sole and absolute discretion, and to the collection, use and disclosure of their personal data in accordance with the aforesaid.

14. INTELLECTUAL PROPERTY

- 14.1. As a condition of public admission to the Race, Circuit Park or any non-private Formula 1 test session, the Client and Ticket Holder agree that:
 - (a) copyright (and any other intellectual property rights) in any image including photographic images and any still pictures derived or capable of being derived from a Recording ("Image") or Recording of the Race, any non-private Formula 1 test session, the Circuit Park or aspect of them, that is created and/or recorded by such a member of the public, shall be assigned to FOWC with full title guarantee;
 - (b) no third party shall, use any such Image or Recording for any form of public advertisement, transmission or display or for profit or commercial gain or for any other purposes (except for the private enjoyment of the person creating and/or recording the Image or Recording) without the written consent of FOWC;
- 14.2. the names and marks associated with:
 - (a) FOWC, SGPPL, STB and/or their affiliates;
 - (b) the Race and/or the Championship including the logos and marks set out below:

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

- (c) off-track activities and off-track entertainment events within the Circuit Park, including live music concerts in the public spectator area of the Circuit Park and other related entertainment events; and
- (d) any other official Formula 1 and/or the Championship expression and logos as may be notified to the Client or Ticket Holder by SGPPL or FOWC from time to time,

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

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

- (a) use (or permit the use of) any Event IP (including as a trading name, company name, business name, website and/or social media identifier);
- (b) adopt or use (including as a trading name, company name, business name, website and/or social media identifier) any name, mark, symbol, emblem, logo, or designation which includes, or is confusingly similar to, or is a simulation or colourable imitation of, any Event IP or which takes unfair advantage of, or is detrimental to the goodwill and/or reputation of any of the Event IP and/or FOWC, SGPPL, STB or their affiliates, and/or the FIA;
- (c) apply for registration of, register or maintain the registration of any trade mark, trading name, company name, business name, domain name (or any other intellectual property right) for any Event IP (or any part thereof), any composite mark which includes any Event IP (or any part thereof), or any name, mark, symbol, emblem, logo or designation described in Clause 14.3(b);
- (d) directly or indirectly exploit and/or falsely create an association with the intellectual property and/or goodwill related to the Championship, the Race, SGPPL and/or the Associated Entities such that members of the public would reasonably believe that its acts were approved by SGPPL and/or the Associated Entities. No commercial brand or logo shall be included or associated with the Circuit Park or Race Track name or any building utilised for the staging of the Race and that the Circuit Park or Race Track, its name or the land upon which the Circuit Park is built will not be sponsored in any manner whatsoever; and/or
- (e) transmit, broadcast, sponsor, advertise or otherwise associate its name, brand, logo, products or services with off-track activities and off-track entertainment events within the Circuit Park, including live music concerts in the public spectator area of the Circuit Park and other related entertainment events (or any aspect thereof) in any media or manner whatsoever.

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

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

- (b) obtain all written permissions, clearances and/or licensing rights required in accordance with these Conditions; and at SGPPL's request, provide to SGPPL supporting evidence and documents relating thereto; and
- (c) displays the appropriate trademark or copyright symbols and any attribution text or citations requested by such third-party and/or otherwise required by applicable law on such material or property.

15. INDEMNITY AND LIABILITY

- 15.1. SGPPL shall not be held liable for any act or omission by any person not employed directly by SGPPL. SGPPL shall have no liability for the acts or omissions of the Event Organiser, the Associated Entities or any of their respective servants, agents or employees.
- 15.2. Save for death or personal injury to a Ticket Holder caused by the negligence of SGPPL, SGPPL shall not be liable to the Client or Ticket Holder by reason of any acts or omissions of SGPPL (or its employees, agents or contractors), any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for any loss of profit or any indirect, special or consequential loss, or any damage, injury, costs, expenses or other claims (whether caused by the negligence of SGPPL (or its employees, agents or contractors) or otherwise), which arise out of or in connection with the provision of the Race, Hospitality Package or Hospitality Entitlements (including without limitation (a) any delay in providing or failure to provide the Race, Hospitality Package or Hospitality Entitlements; or (b) contracting or alleged contracting of any Communicable Disease, including COVID-19, at the Race and/or Circuit Park).
- 15.3. Without prejudice to Clause 15.1 and 15.2, the entire liability of SGPPL under or in connection with these Conditions shall not exceed the price of the Hospitality Package save for liability arising from death or personal injury caused by the negligence of SGPPL, or its employees, agents or contractors.
- 15.4. Save for death or personal injury to a Ticket Holder caused by the negligence of the Associated Entities, the Associated Entities shall not be liable to the Client or Ticket Holder by reason of any acts or omissions of the Associated Entities (or their respective employees, agents or contractors), any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for any loss of profit or any indirect, special or consequential loss, or any damage, injury, costs, expenses or other claims (whether caused by the negligence of the Associated Entities (or their respective employees, agents or contractors) or otherwise) which arise out of or in connection with the Race, Hospitality Package or Hospitality Entitlements (including without limitation (a) any delay in providing or failure to provide the Race, Hospitality Package or Hospitality Entitlements; or (b) contracting or alleged contracting of any Communicable Disease, including COVID-19, at the Race and/or Circuit Park).
- 15.5. The Client is liable for and shall indemnify, defend and hold harmless SGPPL (including its directors, officers, employees, agents, consultants, contractors, guests, clients and other holders of Tickets or Hospitality Packages) from and against all actions, suits, losses, damages, claims, demands, fines, costs and expenses, including without limitation, legal and other professional fees, that SGPPL may sustain whether directly or indirectly in connection with, arising or alleged to arise from, wholly or in part: (a) a breach by the Client and/or any Associated Person of any of these Conditions; or (b) the performance of any act by the Client and/or any Associated Person that brings SGPPL, the Race, the Facility, the Event Organiser and its affiliates, or any governmental authority in Singapore into disrepute.
- 15.6. The Client and the Ticket Holder are liable for and shall indemnify, defend and hold harmless SGPPL (including its directors, officers, employees, agents, consultants, contractors, guests, clients and other holders of Tickets or Hospitality Packages) from and against all actions, suits, losses, damages, claims, demands, fines, costs and expenses, including without limitation, legal and other professional fees, that SGPPL may sustain whether directly or indirectly that are made by any person (including the Client, the Ticket Holder and/or any Associated Person), in connection with, arising or alleged to arise from, wholly or in part: (a) any accident, injury or death of any person or damage to the property of any person in or about the Facility; or (b) any damage (other than fair wear and tear) to the Facility, or the property,

supporting infrastructure, equipment or amenities at the Facility or any other part of the Facility or Circuit Park, caused directly or indirectly by any act or omission of the Client, the Ticket Holder, any Associated Person, and/or any other person admitted to the Facility and/or the Circuit Park by the Client, the Ticket Holder and/or any Associated Person. It is further the intent of the Conditions that the indemnity contained herein shall apply to any claims made by any Associated Person, against SGPPL.

- 15.7. SGPPL shall have no liability whatsoever for any act, omission, negligence or breach in connection with any terms and conditions binding between the Client or its Associated Persons and the Event Organiser, and the Client shall indemnify SGPPL against all losses, damages, costs and expenses incurred by SGPPL in connection with any claim brought by the Event Organiser against SGPPL as a result of any act, omission, negligence or breach of the said terms and conditions by the Client and/or its Associated Persons.
- 15.8. The Client and Ticket Holder further acknowledge and agree that SGPPL and the Associated Entities do not make any warranty that the Circuit Park at the Race will be provided with due care and skill or that any materials provided in connection with the Circuit Park will be fit for the purposes for which they are supplied. The Client and Ticket Holder acknowledge that, to the extent that any warranty is implied, it is excluded to the fullest extent permitted by law.
- 15.9. SGPPL gives no warranty (whether expressed or implied under statute or otherwise) that the Race shall take place at the time and place stipulated or at all and all warranties (whether expressed or implied, whether under statute or otherwise) in respect thereof are excluded. Save for any refund which SGPPL may provide in accordance with these Conditions, SGPPL shall have no liability for any other loss (including without limitation, any direct loss, consequential loss or loss of profit), damage or expense arising out of or in connection with any (a) cancellation or abandonment of the Race (or part thereof); (b) any delay or postponement of the Race; or (c) any cancellation of the Hospitality Package, Hospitality Entitlements or Tickets, or rearrangement of seating.

16. OFFICIAL MERCHANDISE

- 16.1. Official merchandising is on sale inside the Circuit Park and/or SGPPL's online store. The Ticket Holder must not at any time buy from unofficial vendors.
- 16.2. No commercial activities shall be conducted, and no goods (including literature) or services of any nature may be advertised or offered either free or for sale, by any person within the Circuit Park or any official car parking facility or any vicinity thereof.
- 16.3. Save for official merchandise and other motor sport related clothing worn in good faith, the Ticket Holder shall not bring into, use or display within the Circuit Park any sponsorship, promotional or marketing materials. No Advertising initiatives may be carried out by any person wearing or carrying commercial brand names and/or logos or promotional leaflets, or where such personnel move throughout the public spectator areas of the Circuit Park during the Race in order to gain exposure for such commercial brand.
- 16.4. The operators of trade displays in the Circuit Park are independent contractors and nothing in these Conditions is intended to or shall operate to create any association, partnership, joint venture or agency relationship of any kind between SGPPL and any trade display operator. SGPPL shall not be responsible or liable for any act or omission of any trade display operator and any of its product or services advertised or sold in the Circuit Park.

17. MISCELLANEOUS

- 17.1. These Conditions constitute the entire agreement between SGPPL, the Client and the Ticket Holder, and supersede any previous agreement or understanding and may not be varied except as expressly agreed in writing by an authorised officer of SGPPL. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Where any conflict arises between the terms contained in the Booking Form and these Conditions, the latter shall prevail.

- 17.2. Each of the provisions of these Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid, be deemed not to form part of these Conditions but the validity, enforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby.
- 17.3. The Associated Entities may enforce the terms of Clauses 11.1, 11.2, 11.7, 11.8, 12.2, 12.3, 11.9(c), 14.3(d), 15.4 and 15.8 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 2001.
- 17.4. These Conditions are governed by the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts in Singapore.

