

# OVERSEAS TICKETING PARTNERSHIP AGREEMENT

THIS AGREEMENT is made on 29 April 2019 between

- (1) **SINGAPORE GP PTE. LTD.**, a company incorporated in Singapore and having its registered office at 50 CUSCADEN ROAD #08-01 HPL HOUSE, SINGAPORE 249724 (hereinafter called "**SGPPL**"); and
- (2) **COMFORT INTERNATIONAL M.I.C.E. Service CO., LTD** incorporated in China and having its registered office at Roo 1510, Ruichen International Center, No. 13 Nongzhanguan South Road, Chaoyang District, Beijing 100123 hereinafter called the "**Partner**"),

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

## WHEREAS

- (A) SGPPL is the promoter of the FORMULA 1 SINGAPORE GRAND PRIX for the years 2019 to 2021.
- (B) SGPPL has agreed to appoint **COMFORT INTERNATIONAL M.I.C.E. Service CO., LTD** as an Overseas Ticketing Agent to sell tickets and hospitality packages for the FORMULA 1 SINGAPORE GRAND PRIX for the years 2019 to 2021 on the terms and conditions set out in this Agreement.

NOW THE PARTIES HEREBY AGREE as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

"Authorised Resellers"	has the meaning given in Clause 2.4.
"Circuit"	means the temporary motor racing circuit for the staging 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.
"Cut-Off Date"	has the meaning given in Clause 7A.1.
"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.

"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 goods and services tax. SGPPL shall only be deemed to have received Full Payment once confirmation that cleared funds have been received by SGPPL's bank;
"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 4.3.
"Overseas Ticketing Agent"	means a company appointed by SGPPL to sell Tickets and Hospitality Packages to Ticket Purchasers and Clients residing outside Singapore.
"Public Official"	includes (a) any person, whether elected or appointed, in any branch of national, local or municipal government, (b) any political party official or any candidate for public office, (c) any official who exercises a public function for any public agency or public enterprise, or (d) any official or agent of a public international organisation.
"Published Rates"	means the Ticket and Hospitality Package prices 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.
"Relevant Order Date"	has the meaning given in Clause 4.5.
"Relevant Terms"	has the meaning given in Clause 3A.
"Sales Commission"	means the commission set out in Schedule 1 (as may be amended 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.
"SGPPL"	means Singapore GP Pte. Ltd., the promoter of the Race and exclusive distributor of the Tickets.
"SISTIC"	means SISTIC.com Pte Ltd, the company appointed by SGPPL to provide ticketing services for the Race.

"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 4.2
"Term"	has the meaning given in Clause 13.1.
"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.

## 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.

## 2. Conditions on pricing, packaging and reselling of tickets

- 2.1 SGPPL hereby appoints the Partner to sell Tickets and Hospitality Packages to Ticket Purchasers and Clients (as the case may be) from any country except Singapore during the Term, strictly in accordance with the terms hereunder.
- 2.2 The Partner shall only be permitted to sell Tickets and Hospitality Packages for the Race as specified in Schedule 1 (as may be amended 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 from time to time), unless otherwise authorised by SGPPL in writing. For the avoidance of doubt, any Ticket and Hospitality Package may not be segregated into separate smaller products (for example, a 3-day Ticket into separate single day tickets) for sale.
- 2.3 Where Tickets and/or Hospitality Packages are sold in 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 SGPPL either in the Partner's country or in Singapore.



- 2.4 Subject to SGPPPL's prior written consent, the Partner may enter into reseller agreements with third parties ("**Authorised Resellers**") to sell Tickets and Hospitality Packages 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;
  - (b) 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;
  - (c) the Partner acknowledges and agrees that it will at all times be solely responsible for all acts and omissions of and for any and all liabilities of its Authorised Resellers; and
  - (d) without prejudice to Clause 12 herein, the Partner shall indemnify and hold harmless SGPPPL 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 SGPPPL for any Authorised Reseller and/or reseller agreement entered into pursuant to this clause shall not in any way affect its rights under the terms and conditions of and/or obligations to be performed by the Partner under this Agreement.
- 2.5 Notwithstanding any other provision to the contrary herein, the Partner shall not sell, re-sell, distribute and/or market:
- (a) (except for the Tickets, the Hospitality Packages or bundled packages which comprises the Tickets or the Hospitality Packages) any other 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; and/or
  - (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.
- 2.6 SGPPPL reserves the right to terminate this Agreement forthwith, without notice or compensation, in the event that the Partner is in breach of any of the above Clauses 2.2, 2.3, 2.4 and/or 2.5. If SGPPPL exercises its right of termination under this Clause, the provisions in respect of the consequences of termination under Clause 13.3 shall apply.
- 2.7 The Partner shall use best efforts to package the Tickets and/or Hospitality Packages with hotel stays, airline tickets and/or land transfers when selling the Tickets and/or Hospitality Packages.
- 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 Tickets and Hospitality Packages for the Race.
- 2.9 The Partner undertakes to promote the Race in accordance with the terms set out in Schedule 3.
- 2.10 The Partner shall ensure that all Ticket Purchasers are notified of, and agree to be bound by, SGPPPL's general terms and conditions for ticket sale and entry, the effective version of which will be the latest version posted at <http://www.singaporegp.sg> (or such other URL as designated by SGPPPL).



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 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) without the prior written consent of SGPPL, who may grant permission subject to terms or withhold permission at its sole and absolute discretion.

### **3. Sales Commission**

3.1 Subject to Clause 3.2, SGPPL agrees to pay the Partner the Sales Commission, computed as a percentage of the Published Rates.

3.2 Only Ticket orders and Hospitality Package orders made in accordance with Clauses 4 and 4A herein, and not through any other sales channel including SGPPL's website, ticket outlets or other third party ticketing agents, and paid in full, will be entitled to the Sales Commission. SGPPL's determination as to whether the Partner is entitled to any Sales Commission shall be conclusive and binding on the Partner for all purposes.

#### **3A. Changes to Relevant Terms**

3A.1 The Parties acknowledge and agree that Schedule 1 sets out the Published Rates, Sales Commissions and other terms and conditions (the "**Relevant Terms**") to be applied in respect of the 2019 Race. The Parties shall mutually agree on any amendments to be made to Schedule 1 to take into account any changes to the Relevant Terms in respect of the Race in any subsequent year during the Term. Upon such agreement, Schedule 1 shall be amended accordingly in writing in the form of an addendum to be signed by both SGPPL and the Partner.

3A.2 Notwithstanding any other provision to the contrary herein, unless otherwise agreed in writing, the Partner shall have not have any right or authority to sell any Tickets or Hospitality Packages in respect of a Race in any subsequent year during the Term, unless and until the Parties have agreed on the Relevant Terms and/or amendments to be made to Schedule 1 in respect of such Race.

3A.3 If the Parties are unable to agree on the Relevant Terms and/or amendments to be made to Schedule 1 in respect of any Race in any subsequent year during the Term pursuant to Clause 3A.1 above by 30 November of any year during the Term:

- (a) SGPPL shall have the right to terminate this Agreement by giving 14 days' prior written notice to the Partner; and
- (b) if SGPPL exercises its right of termination under Clause 3A.3(a), the provisions in respect of the consequences of termination under Clause 13.3 shall apply.

### **4. Ticket Orders and Payment Terms**

4.1 This Clause 4 shall only apply to Ticket orders.

- 4.2 Subject to Clauses 4.3 and 4.4, all Ticket orders must be submitted through SISTIC's STiX Cloud system, or such other computerised ticketing system that is maintained by SISTIC, as may be advised from time to time by SGPPL ("System"). SGPPL reserves the right to reject any submission of any Ticket order through any other means.
- 4.3 The Partner shall, prior to submitting any Ticket orders, enter into the Singapore Grand Prix Overseas Ticketing Partner's System Access Agreement or such other agreement as may be required by SISTIC for the licence to use SISTIC's software and grant of access to the System ("OTP System Access Agreement") with SISTIC.
- 4.4 The Partner acknowledges and agrees that any submission of a Ticket order through the System (with or without payment) does not constitute acceptance of the Ticket order by SGPPL, and SGPPL reserves at all time the right, at its sole and absolute discretion, to accept or reject any such Ticket order from the Partner submitted through the System.
- 4.5 For Ticket orders 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.
- 4.6 For Ticket orders received by SGPPL through the System after the Relevant Order Date, the Partner must make payment immediately upon submission of the Ticket order through the System.
- 4.7 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:	<b>SINGAPORE GP PTE. LTD.</b>
Account No:	<b>581-569985-001</b>
Beneficiary Bank:	<b>Oversea- Chinese Banking Corporation Ltd Singapore</b>
Swift Code:	<b>OCBCSGSG</b>
Address:	<b>65 Chulia Street, #10-00 OCBC Centre Singapore 049513</b>
Bank Code:	<b>7339</b>
Branch Code:	<b>581</b>

- 4.8 SGPPL shall have no obligation to issue any Tickets to the Partner if payment is not received for the Tickets in accordance with this Clause 4.
- 4.9 The Partner agrees that the use of SISTIC's software and/or the System 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.
- 4A. Hospitality Package Orders and Payment Terms**
- 4A.1 This Clause 4A shall apply only to Hospitality Package orders.
- 4A.2 Subject to Clauses 4A.3 and 4A.4, all Hospitality Package orders must be submitted through the System together with **full** payment. SGPPL reserves the right to reject any submission of any Hospitality Package order through any other means.



- 4A.3 The Partner shall, prior to submitting any Hospitality Package orders, enter into the OTP System Access Agreement with SISTIC.
- 4A.4 Any Hospitality Package orders submitted with no or part payment will not be considered. The Partner acknowledges and agrees that any submission of a Hospitality Package order through the System (with or without payment) does not constitute acceptance of the Hospitality Package order by SGPPL, and SGPPL reserves at all time the right, at its sole and absolute discretion, to accept or reject any such Hospitality Package order from the Partner submitted through the System.
- 4A.5 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**
- 4A.6 Within seven (7) days of receipt of the Hospitality Package order submitted in accordance with Clauses 4A.2 to Clause 4A.4 above, SGPPL shall notify the Partner of confirmation of the order or rejection of the order, as the case may be. Refund for a rejected order will be made within seven (7) days of the rejection notification and will be made in the same manner of payment received.
- 4A.7 All cancellations must be made in writing. The cancellation date shall be deemed to be the first working day on which the cancellation letter is received by SGPPL. The following charges shall apply to all cancellations:
- (a) Where the cancellation date is on a date prior to the date falling 10 weeks prior to the Start Date: 50% of the cost of Hospitality Package or forfeiture of the deposit paid for the Hospitality Package.
- (b) Where the cancellation date is on or after the date falling 10 weeks prior to the Start Date: 100% of the cost of Hospitality Package.
- 4A.8 SGPPL shall have no obligation to issue any Hospitality Package to the Partner if payment is not received for the Hospitality Package in accordance with this Clause 4A.
- 4A.9 The Partner agrees that the use of SISTIC's software and/or the System 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.

**5. Cancellation, Delay or Postponement of the Race**

In the event of inclement weather on any or all of the days of the Race, the Event Organiser shall have the sole and absolute discretion to delay or postpone the Race for that day, and if necessary, to cancel or abandon the Race. The Race may resume on the same day after such delay or postponement. SGPPL shall have no liability whatsoever for any such cancellation, abandonment, delay or postponement.

**6. Ticket cancellation, refunds and exchange**

6.1 The provisions in SGPPL's general terms and conditions for Ticket sale and entry (available at <http://www.singaporegp.sg>, as may be amended from time to time) in relation to Ticket cancellation, refunds and exchange shall apply *mutatis mutandis* to this Agreement, subject to Clause 6.2. For the avoidance of doubt, any reference to a "Ticket Purchaser" therein shall be a reference to a "Ticket Purchaser" as defined in this Agreement i.e. the person who purchased the Ticket **from the Partner**.

6.2 The following shall apply to Ticket cancellation, refunds and exchange:

- (a) All matters in relation to Ticket cancellation, refunds and/or exchange shall be determined by SGPPL at its sole and absolute discretion without giving any reason, and its decision shall be final.
- (b) SGPPL will only communicate with the Partner on all matters in relation to Ticket cancellation, refunds and/or exchange. SGPPL will not entertain any request from the Ticket Purchaser or Ticket Holder regarding exchange or refunds.
- (c) 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.

**6A. Hospitality Package refunds and exchange**

Hospitality Package(s) cannot 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 and/or Client, whether expected to enter the Race or not and whether advertised or not; or any variations to the programs, conveniences and/or attractions; or any adverse weather conditions or any circumstances beyond the reasonable control of SGPPL.

**7. Ticket Collection**

7.1 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.

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 Ticket(s) once the Ticket order is processed and invoice is issued, regardless of whether the Partner collects the Ticket(s) from SGPPL.



**7A. Hospitality Package Collection**

- 7A.1 For 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). For international courier, the Partner shall be liable for overseas courier charges\* and 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\*Charges will be made available on request.
- 7A.2 Any 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.

**9. Copyrights**

- 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.

- 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 exploit 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 and images are protected by applicable trademark and copyright statutes 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 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 SGPPL 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).

**9A. Anti-Corruption**

9A.1 If the Partner receives any accreditation from SGPPL, the Partner undertakes that it shall not transfer or provide such accreditation (if any) 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.

9A.2 The Partner agrees and undertakes that it shall not offer, promise, pay or give any Financial or other advantage:

- (a) 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, in connection with obtaining business or a business advantage; or
- (b) to any Public Official to improperly influence that Public Official in connection with obtaining business or a business advantage.

9A.3 The Partner agrees and undertakes to SGPPL that (a) it and any of the affiliates shall comply with Anti-Corruption Laws, and (b) where there exists a relationship between it or any of its affiliates and any Public Official 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 such 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. For the purpose of this Clause, "Anti-Corruption Laws" shall refer to the provisions of The United Kingdom Bribery Act 2010 and The U.S. Foreign Corrupt Practices Act of 1977.

9A.4 The Partner shall report in writing to SGPPL of any breach of Clauses 9A.1 to 9A.3 which relate to this Agreement.

**9B. Human Rights**

9B.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/legal-notice.html>.



9B.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.

9B.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.

9B.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.

9B.5 Clauses 9B.2 to 9B.4 above are without prejudice to the generality of Clause 9B.1.

9B.6 Where applicable national laws and regulations conflict with the obligations set out at Clauses 9B.1 to 9B.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.

## 10. Publicity

10.1 All forms of publicity materials used by the Partner in connection with the Partner's performance of its obligations under this Agreement must be 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 and Sundays, on which SGPPL and the Partner are open for business.

10.2 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.

## 11. Confidentiality

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.

**12. Indemnity**

- 12.1 The Partner agrees to indemnify and keep SGPPL fully indemnified at all times on demand against all losses, liabilities, damages, claims, costs, proceedings and charges which SGPPL may suffer or incur, directly or indirectly, in connection with or arising from (a) any breach by the Partner of any provision of this Agreement (including any breach by the Partner of the provisions of Clauses 9, 9A and 9B above); (b) any of the reseller agreements entered into with Authorised Resellers (where applicable); and (c) any third party claims from any Ticket Purchaser or purported purchaser of Tickets 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.
- 12.2 Without prejudice to Clause 12.1, 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.

**13. Tenure of Agreement and Termination**

- 13.1 This Agreement shall commence on the date hereof and shall continue in force until 30 September 2021 (the "Term"), upon which it shall expire, unless sooner terminated in accordance with Clauses 2.5, 3A.3 and/or 13.2.
- 13.2 Either Party may terminate this Agreement by providing 14 day's prior written notice to the other Party.
- 13.3 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 all use of SGPPL's trademarks, designs and images and ticket sales information on their website or any other collateral and return all confidential information of SGPPL, FIA, FOWC, FOML and/or their respective affiliates, and/or STB in its possession to SGPPL immediately or certify destruction of the same.
- 13.4 Clauses 2.5, 9, 9A, 9B, 11, 12, 13 and 20 shall survive any expiry or termination of this Agreement.

**14. Waiver and Variations to Agreement**

- 14.1 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.
- 14.2 No time or indulgence granted by either Party to the other shall operate to waive any of its rights hereunder.

**15. Severability**

If and to the extent that any provision of this Agreement is held to be illegal, void or unenforceable, such provision shall 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.



**16. Entire Agreement**

This Agreement constitutes the whole and only agreement between the Parties relating to the subject matter of the Agreement and, except to the extent expressly set out in the 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 the Agreement.

**17. 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, Cap. 53B, 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.

**18. 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.

**19. 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.

**20. 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: **Tim Bristow** )

Designation: Paddock Club & Partnership Sales Director )

For and on behalf of )

**SINGAPORE GP PTE LTD** )

Date: 29/4/19

**COMFORT INTERNATIONAL M.I.C.E. Service CO., LTD**

Signed by: \_\_\_\_\_ )

Designation: \_\_\_\_\_ )

For and on behalf of )

**COMFORT INTERNATIONAL M.I.C.E. Service CO., LTD)**

Company stamp )

Date: \_\_\_\_\_



### SCHEDULE 1

**FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2019**  
**20 – 22 September 2019**  
**TICKET AND HOSPITALITY PACKAGE PRICES & SALES COMMISSION 2019**

#### Early Bird and Regular Phase

		Published Ticket Rates in SGD Include Singapore Goods and Service Tax (GST)						Commission		
		Early Bird (16 Nov 2018 – 8 May 2019)			Regular (9 May 2019 – Race)					
		1 - 3 Tickets	4 - 7 Tickets	≥8 Tickets	1 - 3 Tickets	4 - 7 Tickets	≥8 Tickets	1 - 3 Tickets	4 - 7 Tickets	≥8 Tickets
Zone Access	<b>3-DAY GRANDSTAND</b>									
1, 2, 3, 4	Turn 3 Premier Grandstand	\$2,088			\$2,228			10%		
	Mercedes-AMG Petronas Motorsport Experience (Pit Grandstand) <sup>*New</sup>	\$2,128			\$2,128			10%		
	Super Pit Grandstand	\$1,288			\$1,488			15%		
	Pit Grandstand	\$1,088	\$1,028	\$928	\$1,288	\$1,158	\$1,088	15%	12.5%	12.5%
	Pit Grandstand – Junior (AGED 16 YEARS AND BELOW)	\$638			\$638			15%		
	Turn 1 Grandstand	\$1,088			\$1,288			12.5%		
	Turn 2 Grandstand* <b>SELLING FAST</b>	\$1,088			\$1,288			12.5%		
4	Connaught Grandstand	\$498	\$478	\$438	\$598	\$538	\$508	15%	12.5%	12.5%
	Empress Grandstand	\$448	\$428	\$398	\$498	\$478	\$448	15%	12.5%	12.5%
	Padang Grandstand	\$498	\$478	\$438	\$598	\$538	\$508	15%	12.5%	12.5%
	Stamford Grandstand	\$448	\$428	\$398	\$498	\$478	\$448	15%	12.5%	12.5%
	Stamford Grandstand – Junior (AGED 16 YEARS AND BELOW)	\$298			\$298			15%		
3, 4	Bay Grandstand	\$288	\$278	\$268	\$298	\$288	\$278	12.5%	12.5%	12.5%

		Published Ticket Rates in SGD Include Singapore Goods and Service Tax (GST)						Commission		
		Early Bird (16 Nov 2018 – 8 May 2019)			Regular (9 May 2019 – Race)					
		1 - 3 Tickets	4 - 7 Tickets	≥8 Tickets	1 - 3 Tickets	4 - 7 Tickets	≥8 Tickets	1 - 3 Tickets	4 - 7 Tickets	≥8 Tickets
Zone Access	<b>3-DAY WALKABOUT</b>									
1, 2, 3, 4	Premier Walkabout	<b>SOLD OUT</b>								
4	Zone 4 Walkabout	<b>SOLD OUT</b>						Non-commissionable		

**SCHEDULE 1**

**FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2019  
20 – 22 September 2019  
TICKET AND HOSPITALITY PACKAGE PRICES & SALES COMMISSION 2019**

COMBINATION PACKAGES	Friday	Saturday	Sunday	Published Ticket Rates in SGD Include Singapore Goods and Service Tax (GST)		Commission
				Early Bird (16 Nov 2018 – 8 May 2019)	Regular (9 May 2019 – Race)	
Pit Combi	Padang Grandstand	Stamford Grandstand	Pit Grandstand	\$888	\$988	10%
Padang Combi	Stamford Grandstand	Pit Grandstand	Padang Grandstand	\$598	\$698	10%
Zone 1 Walkabout Combi	Pit Grandstand	Pit Grandstand	Premier Walkabout	\$598	\$698	10%
Stamford Combi	Pit Grandstand	Padang Grandstand	Stamford Grandstand	\$498	\$598	10%

Zone Access	SINGLE GRANDSTAND	Published Ticket Rates in SGD Include Singapore Goods and Service Tax (GST)						Commission		
		Early Bird (16 Nov 2018 – 8 May 2019)			Regular (9 May 2019 – Race)					
		Friday	Saturday	Sunday	Friday	Saturday	Sunday	Friday	Saturday	Sunday
1, 2, 3, 4	Pit Grandstand			\$848			\$888			5%
1,2,3, 4	Premier Walkabout	\$138	\$268	\$388	\$138	\$268	\$388	5%	5%	5%
4	Padang Grandstand	\$138	\$268	\$388	\$138	\$268	\$388	5%	5%	5%
4	Empress Grandstand	\$128	\$238	\$348	\$128	\$238	\$348	5%	5%	5%
3,4	Bay Grandstand	\$98	\$188	\$208	\$98	\$188	\$208	5%	5%	5%
4	Zone 4 Walkabout <sup>*New</sup>	\$98	\$188	\$208	\$98	\$188	\$208	Non-commissionable		

**Note:** Grandstand and Walkabout Ticket

- 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.
- Include Singapore Goods and Service Tax (GST).
- 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.
- Commission for transactions of 4-7 tickets per transaction and/or greater than 7 tickets per transaction (herein referred as "Group Order(s)") shall only be applicable during Group Order promotion period as determined by SGPPL.  
The conditions for such commission for Group Order(s) are:
  - Each group order must come in a single order form.
  - The Partner must provide proof of each Group Order (e.g. scanned copy of your invoice/receipt evidencing purchase from a single client) ("Evidence").
  - The Evidence must be submitted together with the ticket order form. Separate or late submission of Evidence will not be accepted.
  - All Group Orders are subject to acceptance by SGPPL.



### SCHEDULE 1

**FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2019**  
**20 – 22 September 2019**  
**TICKET AND HOSPITALITY PACKAGE PRICES & SALES COMMISSION 2019**

#### Hospitality Packages:

	Published Ticket Rates in SGD	Commission for sales up to \$50,000	Commission for sales between \$50,000 and \$125,000	Commission for sales between \$125,000 and \$200,000	Commission for sales exceeding \$200,000
<b>CORPORATE SUITES</b> Include Singapore Goods and Service Tax (GST)					
Formula 1 Paddock Club™ 3-Day	9,501.60	5%	10%	12.5%	15%
Upper Deck - Formula 1 Paddock Club™ (Friday) <sup>*NEW</sup>	2,448.16	5%	10%	12.5%	15%
Upper Deck - Formula 1 Paddock Club™ (Saturday) <sup>*NEW</sup>	3,090.16	5%	10%	12.5%	15%
Upper Deck - Formula 1 Paddock Club™ (Sunday) <sup>*NEW</sup>	6,300.16	5%	10%	12.5%	15%
Sky Suite 3-Day	7,864.50	5%	10%	12.5%	15%
Sky Suite (Friday) <sup>*NEW</sup>	2,020.16	5%	10%	12.5%	15%
Sky Suite (Saturday) <sup>*NEW</sup>	2,555.16	5%	10%	12.5%	15%
Sky Suite (Sunday) <sup>*NEW</sup>	5,230.16	5%	10%	12.5%	15%
Twenty3 3-Day	6,259.50	5%	10%	12.5%	15%
Twenty3 (Friday)	1,592.16	5%	10%	12.5%	15%
Twenty3 (Saturday) <sup>*NEW</sup>	2,020.16	5%	10%	12.5%	15%
Twenty3 (Sunday)	4,160.16	5%	10%	12.5%	15%
Twenty3 (Saturday & Sunday)	5,016.16	5%	10%	12.5%	15%
Green Room	4,440.50	5%	10%	12.5%	15%
Lounge @ Turn 3	3,156.50	5%	10%	12.5%	15%

		Published Ticket Rates in SGD	Commission for sales up to \$50,000	Commission for sales between \$50,000 and \$125,000	Commission for sales between \$125,000 and \$200,000
<b>CORPORATE SUITES</b>		Include Singapore Goods and Service Tax (GST)			
THE CUBE   Patio 3-Day <sup>*NEW</sup>	3,500.00	5%	10%	12.5%	15%
THE CUBE   Mezzanine 3-Day <sup>*NEW</sup>	5,000.00	5%	10%	12.5%	15%
THE CUBE   Loft 3-Day <sup>*NEW</sup>	5,000.00	5%	10%	12.5%	15%
THE CUBE   Patio (Friday) <sup>*NEW</sup>	750.00	5%	10%	12.5%	15%
THE CUBE   Patio (Saturday) <sup>*NEW</sup>	1,250.00	5%	10%	12.5%	15%
THE CUBE   Patio (Sunday) <sup>*NEW</sup>	2,000.00	5%	10%	12.5%	15%
THE CUBE   Mezzanine (Friday) <sup>*NEW</sup>	1,250.00	5%	10%	12.5%	15%
THE CUBE   Mezzanine (Saturday) <sup>*NEW</sup>	2,000.00	5%	10%	12.5%	15%
THE CUBE   Mezzanine (Sunday) <sup>*NEW</sup>	2,500.00	5%	10%	12.5%	15%
THE CUBE   Loft (Friday) <sup>*NEW</sup>	1,250.00	5%	10%	12.5%	15%
THE CUBE   Loft (Saturday) <sup>*NEW</sup>	2,000.00	5%	10%	12.5%	15%
THE CUBE   Loft (Sunday) <sup>*NEW</sup>	2,500.00	5%	10%	12.5%	15%

Shared suite facilities will be as follows (individual bookings)

CORPORATE SUITES	LOCATION
Paddock Club	Paddock Club
Sky Suites	Pit Straight
Twenty3	Turn 23
Green Room	Turn 1
Lounge @ Turn 3	Turn 3

**Note: Hospitality Packages**

1. All product names and rates, and dates are subject to change. For the avoidance of doubt, SGPPPL has sole discretion to vary the Published Rates, Sales Commissions and/or ticket categories from time to time.
2. Include Singapore Goods and Service Tax (GST).
3. All product names and rates, and dates are subject to change. For the avoidance of doubt, SGPPPL has sole discretion to vary the Published Rates, Sales Commissions and/or ticket categories from time to time.
4. Bookings submitted via the Online Booking system will be net of the initial 5% commission. The final commission based on the volume of sales will be paid post event as a rebate.



## **SCHEDULE 2**

### **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) from any country except Singapore.
- 1.2 The Reseller shall sell Tickets and Hospitality Packages for the Race only at the Published Rates, unless otherwise authorised by the Company or SGPPL in writing.
- 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 either in the Company's country or 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.
- 1.5 The Reseller 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 posted at <http://www.singaporegp.sg> (or such other URL as designated by SGPPL).
- 1.6 The Reseller shall ensure that all Clients are notified of, and agree to be bound by, SGPPL's terms and conditions of sale for Hospitality Packages for the time being in force.
- 1.7 The Reseller shall not in any way use the Tickets, or knowingly sell or allow the Tickets 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).

#### **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. Copyrights**

##### **3.1 The Reseller agrees and acknowledges that:**

- i. the STB is the sole and exclusive owner of all STB's materials; and
- ii. 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.

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 exploit 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.

3.2 SGPPL'S designs and images are protected by applicable trademark and copyright statutes 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 by the Company and/or SGPPL from time to time.

3.3 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 If the Reseller receives any accreditation from SGPPL, the Reseller undertakes that it shall not transfer or provide such accreditation (if any) 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 agrees and undertakes that it shall not offer, promise, pay or give any Financial or other advantage:

- (a) 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, in connection with obtaining business or a business advantage; or
- (b) to any Public Official to improperly influence that Public Official in connection with obtaining business or a business advantage.

4.3 The Reseller agrees and undertakes to SGPPL that (a) it and any of the affiliates shall comply with Anti-Corruption Laws, and (b) where there exists a relationship between it or any of its affiliates and any Public Official 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 such 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. For the purpose of this Clause, "Anti-Corruption Laws" shall refer to the provisions of The United Kingdom Bribery Act 2010 and The U.S. Foreign Corrupt Practices Act of 1977.

4.4 The Reseller shall report in writing to SGPPL of any breach of Clauses 4.1 to 4.3 which relate to the Reseller Agreement.

4.5 For the purpose of this Clause, "Financial or other advantage" means anything of value, including but not limited to money, and "Public Official" includes (a) any person, whether elected or appointed, in any branch of national, local or municipal government, (b) any political party official or any candidate for public office, (c) any official who exercises a public function for any public agency or public enterprise, or (d) any official or agent of a public international organisation.

## 5. Human Rights

5.1 The Reseller undertakes to SGPPL 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 <http://www.formula1.com/content/fom-website/en/toolbar/legal-notice.html>.

5.2 The Reseller 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.

5.3 In performing the Reseller Agreement, the Reseller 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.

5.4 The Reseller 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.

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 Agreement must be vetted and approved 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 and Sundays, on which SGPPL 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.

**7. Confidentiality**

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.

**8. Exclusion of Rights of Third Parties**

SGPPL shall (subject to and in accordance with any relevant terms of the Reseller Agreement) be entitled to enforce the terms of the Reseller Agreement notwithstanding that it is not a party to the 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. 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 or at common law or otherwise.

- Note:**
1. Words or phrases capitalised above shall have the same meanings provided in the Agreement between the Partner and SGPPL.
  2. The numbering of the clauses above may be changed in the actual reseller agreement.



**SCHEDULE 3**  
**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 general terms and conditions for ticket sale and entry);
  - b) The Singapore GP Track logo as provided to you by SGPPL, together with the text "Partner of Singapore GP Pte. Ltd.";
  - c) The following text whenever the Event Title Logo (as provided to you by SGPPL) is used:  
"The F1 FORMULA 1 logo, F1, FORMULA 1, FIA FORMULA ONE WORLD CHAMPIONSHIP, GRAND PRIX, SINGAPORE GRAND PRIX and related marks are trademarks of Formula One Licensing BV, a Formula 1 company. All rights reserved."

Race information and pictures will be provided by SGPPL upon request.

- 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.**
- 3. The Race must always be referred to in full as the "FORMULA 1 [insert Title Sponsor] SINGAPORE GRAND PRIX [insert year]" on the Partner's website(s) and in all marketing materials and communications.**

**SCHEDULE 4**

**FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2019  
HOSPITALITY PACKAGES**

**CONDITIONS OF SALE**

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

- The Hospitality Packages shall not be used for any form of promotion and shall not be sold or transferred to a third party (Clause 2).
- Any person entering the Circuit Park cannot film, take photographs or make any sound recording for any purpose other than for his own private enjoyment unless with the permission of FOWC (Clause 14).
- SGPPL shall bear no responsibility for property brought into the Circuit Park and in particular into any suite, whether placed in a locked cabinet or otherwise (Clause 15.10).
- SGPPL shall have the right to inspect and refuse bags or other items to be brought into the Facility (Clause 11.4).
- In the event of inclement weather, the Race may be delayed, resumed or cancelled at the discretion of the Event Organiser (Clause 4.5).
- No food and drinks are to be brought into the Facility <sup>[1]</sup><sub>SEP</sub> (Clause 18.3).

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

Conditions of Sale 2019 ("Conditions"):

**1.1 Definitions**

Alternative Facility means an alternative Facility which SGPPL may provide in its absolute discretion, in the circumstances described in Clause 4.4;

Associated Person(s) means any guest, employee, officer, representative, agent or contractor of a Client, who is the holder of a ticket under a Hospitality Package issued to that Client, attending the Race;

Brochure means the brochure(s) produced by SGPPL for the Hospitality Package, as may be amended from time to time;

Circuit Park means the area around and within the Race Track set aside for events relating to 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: (i) completed the booking form referred to in Clause 5 and made Full Payment, or (ii) purchased Hospitality Package(s) through an Overseas Ticketing Agent;

Event Organiser means FOWC;



Facility means the facility or facilities constructed for the relevant Hospitality Packages for use during the Race.

FIA means Federation Internationale de l'Automobile;

FOML means Formula One Marketing Limited and/or its affiliates;

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 once confirmation that cleared funds have been received by SGPPL's bank;

Hospitality Package(s) 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. The details of each package (including the Facility for that package) are set out in the relevant Brochures;

Hospitality Parking Ticket means a ticket or sticker issued at the sole and absolute discretion of SGPPL to Associated Persons or persons accompanying the Client permitting that person to park in a designated area;

Overseas Ticketing Agent means a company duly appointed by SGPPL to sell Hospitality Packages to Clients residing outside Singapore and includes its 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 or FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2019 means the event promoted as the "FORMULA 1 SINGAPORE AIRLINES SINGAPORE GRAND PRIX 2019" (or such other name as may be determined and approved by SGPPL to take into account the name of the Title Sponsor) held in Singapore on any or all of the following days: trial day, qualifying day and race day;

Race Track means the track on which the Race will be held;

SGPPL means Singapore GP Pte Ltd, the promoter of the race, and exclusive distributor of the Hospitality Packages;

Title Sponsor means the title sponsor for the Race.

## 1.2 Interpretation

(a) The headings in these Conditions are inserted for convenience only and shall not affect the interpretation 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).

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

(d) Where there are two 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. Prohibition against ticket on-selling

2.1 The Hospitality Package(s) shall not be resold or transferred, or attempted to be resold or transferred (in each case, whether for free or otherwise, or whether as a package with accommodation, transportation, food, beverage and/or other ancillary item or experience in the course of business or otherwise), save as set out herein and shall not be purchased or obtained from or through any commercial agent or company or otherwise than directly from SGPPL. In respect of any Hospitality Package issued to a Client, only Associated Persons for whom such packages are intended may attend the Race. Any package(s) or tickets obtained in breach of these Conditions shall be void and all rights conferred or evidenced by such tickets shall be nullified. Any person seeking to use a ticket obtained in breach of these Conditions in order to gain or provide entry to or remain at the Race will be liable to be refused admission to or be ejected from the venue where the Race is to be held and may be liable to legal action. SGPPL reserves the right to retain, confiscate or void (in the absolute discretion of SGPPL) any ticket held by a Client and/or any Associated Persons reasonably determined by SGPPL to be in breach of these Conditions without any liability to make any refund in respect thereof.

2.2 The Hospitality Package(s) or any of its contents (including the 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 permission of SGPPL who may withhold such permission at its sole and absolute discretion.

2.3 Without prejudice to any provisions in these Conditions in respect of intellectual property or advertising, and in addition thereto, the Client shall not, and shall procure that all Associated Persons shall not, without the prior written consent of SGPPL or the owner of the relevant intellectual property right, use in any advertising, promotional or other literature or material in any media (whether at the Facility, Circuit Park or elsewhere) the name of the Title Sponsor, SGPPL, FOWC, FOM, FOML or any related marks that imply or give the impression that the Client or any Associated Person or their activities are connected to or endorsed by SGPPL or that the Client or any Associated Person is a sponsor or supplier to the Facility or in some other way connected to SGPPL or the Facility or other facilities within the Circuit Park.

## 3. Assignment

3.1 Hospitality Packages may be assigned to one company or individual for the length of the Hospitality Packages in question. Any such assignment is subject to the written consent of SGPPL and such consent shall be exercisable in SGPPL's absolute discretion and may include such conditions as SGPPL sees fit.

3.2 In the event of any assignment, the original purchaser of the Hospitality Package will be held responsible should the assignee and its Associated Persons fail to comply with any of these Conditions, and will be liable to indemnify SGPPL in relation to such non-compliance.

3.3 Any requests to assign Hospitality Packages must be made in writing and directed to the Corporate Sales Manager, SGPPL. If such request is granted, the provisions of these Conditions shall apply with appropriate modifications to such assignee.

3.4 Permission will not be given by SGPPL for Hospitality Packages to be broken up and sold on an individual session, or sessions, basis. Any assignment must be an assignment as one entire package for each Hospitality Package.

3.5 SGPPL may assign its rights under these Conditions to any third party and may perform its obligations 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 this Clause 3.



#### 4. Use of the Facility

4.1 The Client shall comply and shall ensure compliance by any Associated Person with:

(a) any security arrangements, directions or notices displayed or given by the Police or officers, employees or agents of SGPPL, FIA, FOML, FOM, and FOWC, including, without limitation, notices, directions or other requirements relating to access and security at the Race or the conduct of the Client or Associated Persons at the Race;

(b) the conditions of sale attached to the Hospitality Package and/or ticket to the Race and the conditions of entry displayed at the entrances to the Race;

(c) all laws, regulations or requirements of the Police or any authorities (including, without limitation, the FIA, FOML or FOWC) having jurisdiction over the activities of SGPPL, the Race and/or the use or occupancy of the 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 Associated Persons shall be responsible for all claims resulting from any breach of these instructions; and

(e) rules forbidding entry to the Pit Lanes.

#### 4.2 Alterations to Facility

(a) No alterations or additions to the Facility or to any use of the Facility other than the use contemplated by these Conditions will be allowed without the prior written consent of SGPPL (which consent shall be exercisable in SGPPL's absolute discretion and may include such conditions as SGPPL sees fit). The Client is liable for and shall indemnify SGPPL against any and all costs and expenses howsoever incurred in relation to any alterations or additions requested by the Client or any Associated Person.

(b) For any interior branding of a corporate suite, the Client will be provided with standard templates by SGPPL. The Client will liaise with the appointed vendor for such interior works and SGPPL reserves the rights to approve all artwork in the suites. The Client agrees that it shall not use any vendors or contractors other than those approved by SGPPL.

(c) Where any Associated Person is permitted use of a dedicated area within the Facility (as determined by SGPPL), the Client may strictly upon written approval of SGPPL, at its own cost, and subject always to these Conditions, decorate or theme the inside of such dedicated area, provided that no items displayed (including signage) are visible from the outside of such dedicated area unless the Client has obtained the prior written consent of SGPPL (which consent shall be exercisable in SGPPL's absolute discretion and may include such conditions as SGPPL sees fit).

(d) The Client is fully responsible and liable for transporting all decorating/theming materials or property to the Facility and for any damage caused within the Facility by such materials or property. The Client is liable for and shall indemnify SGPPL against any claim, loss (including without limitation, indirect loss, consequential loss or loss of profit), damage, cost or expense arising from or connected with the transport, installation, erection, display, use, safekeeping, dismantling and/or removal of such materials and property.

#### 4.3 Nature and Location of the Facility/Grandstand seats

(a) SGPPL reserves the right to determine in its absolute discretion and impose any conditions it deems fit, the nature and location of the Facility and any dedicated areas within the Facility at the Race in all respects including whether

or not SGPPL may provide grandstand seating and the type and position of any grandstand seating so provided.

(b) While SGPPL endeavours to offer the best view possible to all spectators, the nature of a street circuit is such that SGPPL cannot guarantee a completely unobstructed view from all angles due to existing or race infrastructure and the Client shall accept such view as shall be provided to the Client.

#### 4.4 Availability of the Facility

If SGPPL is unable to obtain or maintain rights to use the Facility, SGPPL may at its absolute discretion provide an Alternative Facility comparable to the Facility, but shall not in any event be liable to the Client for and the Client hereby releases and discharges SGPPL against any damages, loss (including, without limitation, any indirect loss, consequential loss or loss of profit), costs and expenses that may be suffered by the Client as a result of SGPPL failing to provide the Facility or an Alternative Facility.

4.5 In the event of inclement weather on any or all of the days of the Race, SGPPL and/or the Event Organiser shall have the sole and absolute discretion to delay or postpone the Race for that day, and if necessary, to cancel or abandon the Race. The Race may resume after such delay or postponement.

4.6 The Client further acknowledges that it is fully responsible for taking out adequate insurance cover against any losses it may suffer as a result of cancellation, abandonment or postponement of the Race.

4.7 SGPPL reserves the right to refuse admission to or eject from the Facility the Client and/or any Associated Person:

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

(b) where (in SGPPL's reasonable opinion) circumstances relating to health and safety, environmental and/or security concerns require such refusal or ejection.

4.8 SGPPL may, subject to applicable laws, designate one or more areas within the Facility as a smoking area. Smoking is not permitted anywhere in the Facility outside a designated smoking area.

4.9 While at the Facility, Race and/or Circuit Park, the Client and Associated Persons must always keep to the designated paths and steps and access all freestanding banked viewing areas with caution using steps/path as appropriate.

#### 5. Reservations (not applicable to bookings through Overseas Ticketing Agent)

5.1 SGPPL shall notify the Client at the point of reservation as to the minimum number of Hospitality Packages required for reservations, and such minimum number shall be set by SGPPL at its sole and absolute discretion.

5.2 A booking shall be made by the Client by sending to SGPPL a duly signed Hospitality Package booking form. Subject to Clauses 5.3 and 5.4, upon confirmation of the booking by SGPPL, the Client shall be liable to pay to SGPPL the cost of the Hospitality Packages set out in the said booking form. Cancellations and alterations to bookings shall be subject to Clauses 5.3 and 5.4 herein.

(a) If the said booking form is received by SGPPL prior to ~~SEP~~27 June 2019, a non-refundable deposit of 50% of the cost of the said Hospitality Packages shall become immediately due and payable by the Client. The balance cost of the said Hospitality Packages 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.

(b) If the said booking form is received by SGPPPL on or after 27 June 2019, Full Payment shall become immediately due and payable by the Client.

5.3 Cancellations must be made in writing. The cancellation date shall be the first working day on which the cancellation letter is received by SGPPPL. Depending on the day the cancellation letter is received, the following cancellation charges will apply:

- Prior to 27 June 2019: 50% of the cost of package
- On or after 27 June 2019: 100% of the cost of package

5.4 Alterations to orders may only be made in accordance with this Clause 5.4. The Client may only request for orders to be decreased by no more than 20% of the original order anytime up to the date falling 12 weeks before the first day of the Race ("Last Date"), subject to SGPPPL's approval and the payment of an administration fee of 25% of the value of the cancelled portion of the order. No request for alterations shall be made after the Last Date.

5.5 The Client acknowledges and agrees that the use of the Facility under the Hospitality Packages shall be subject to these Conditions, and that the Hospitality Packages are subject to change due to operational or technical reasons at SGPPPL's sole and absolute discretion. Such changes include, but are not limited to, changes in the location, menu or services offered under the Hospitality Packages. In the event of any changes, SGPPPL will use its best efforts to offer a package of comparable value to the Hospitality Package originally reserved.

5.6 Seating allocations are made on a first come, first served basis.

5.7 SGPPPL will issue a confirmation letter/receipt to all Clients upon receipt of Full Payment.

5.8 SGPPPL may, in its sole and absolute discretion, refuse to accept bookings and/or cancel orders from anyone it believes plans to offer Hospitality Packages (whether in whole or in part) and/or tickets for resale.

#### 6. Payments (not applicable to bookings through Overseas Ticketing Agent)

6.1 All payments shall be made by way of:

(a) Cashier's order, company cheque or banker's draft drawn on a bank licensed in Singapore and made out to Singapore GP Pte Ltd OR

(b) Electronic Fund Transfer to the account of

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)

Personal cheques will not be accepted.

6.2 All quoted prices are exclusive of Goods and Services Tax or any other applicable taxes.

6.3 Any late payment by the Client may result in cancellation of the reservation of the Hospitality Packages (or any part thereof) and forfeiture of any part payment made earlier. In cases where any payment 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 payment is received by SGPPL.

#### 7. Tickets (not applicable to bookings through Overseas Ticketing Agent)

##### 7.1 Tickets will only be issued upon receipt of Full Payment.

7.2 All tickets will show the company's or individual's identification. In the case of assigned Hospitality Packages, the assignee's identification will be shown. SGPPL must be advised in writing of any change in company's or individual name not less than 20 working days prior to Friday, 6 September 2019. If any notification of change is made after this date, tickets will not show the amended company or individual name.

7.3 For packages booked on or before 21 August 2019, the Client 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). For international courier, the Client shall be liable for overseas courier charges\* and tickets will be delivered to the address indicated in the booking form from 26 August 2019 onwards, if Full Payment is received before 27 June 2019. \*Charges will be made available on request.

7.4 Any packages booked after 21 August 2019 must be self-collected by the Client from a designated location outside the Circuit Park.

##### 7.5 Lost or stolen tickets

There shall be no replacement for lost, misplaced or stolen tickets for the Race. The only exception when SGPPL will consider providing a replacement is if the Client who bought such ticket is able to produce a police report reporting the loss, misplacement or theft of tickets, together with a letter from the Client specifying the number of tickets, type of ticket and ticket allocation so lost, misplaced or stolen, and confirming that they authorise the issuance of new tickets. In the absence of a police report and such letter, new tickets will have to be purchased and issued for either the individual day (at 1/3 cost of 3-day ticket) or at full cost for a 3-day ticket, plus a non-refundable SGD100 reissuing charge.

7.6 SGPPL shall not be responsible or in any way liable for tickets lost or misplaced in the course of courier delivery.

7.7 Hospitality Package(s) and/or ticket(s) cannot 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 Client, whether expected to enter the Race or not and whether advertised or not; or any variations to the programs, conveniences and/or attractions; or any adverse weather conditions or any circumstances beyond the reasonable control of SGPPL.



## 8. Hospitality Passes (working access)

8.1 One (1) hospitality pass will be issued by SGPPL to the Client for every 45 tickets booked by the Client under its Hospitality Package. The hospitality passes are issued 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. The holder of a hospitality pass shall not enter any unauthorised areas including any other Facility or any section of the Facility reserved for any other Client.

8.2 The holders of hospitality passes shall not be entitled to any of the privileges (including food and beverages) under the Hospitality Package.

8.3 SGPPL reserves the right in its discretion to issue additional hospitality passes to the Client and to impose such conditions to their use as it deems fit or necessary.

## 9. Parking

Hospitality parking places 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. Signage, Advertising and Promotions

10.1 Corporate signage permitted to be located outside the corporate suite is restricted to the entrance sign supplied in the package by SGPPL. The signage for Hospitality Package suites must be the company's logo, business or trading name or in the case of an individual, the first name and/or surname only. The dimension of the signage is 60cm x 30cm.

10.2 The content (logo, logo specification guidelines or specified text) for the Hospitality Package suite signage must be received by SGPPL no later than Wednesday, 21 August 2019 to ensure inclusion.

10.3 No advertising or promotion by the Client or its Associated Persons, or any other person will be permitted within the Circuit Park site or surrounding precinct without the prior written consent of the Corporate Sales Manager, SGPPL.

## 11. Entry and Display of Tickets

11.1 As a condition of entry into the Facility and/or Circuit Park, the Client acknowledges and accepts, and shall procure that each Associated Person acknowledges and accepts that the Race, motor racing and the activities associated therewith are dangerous and attending the Race or being in or in the vicinity of the Circuit Park may involve personal risk, and that attendance at the Race or the Circuit Park is entirely at the Client's and Associated Persons' own risk.

11.2 Without prejudice to Clause 4.1, the Client shall ensure that any Associated Person who is under 18 years of age is accompanied and supervised at all times by his or her parent or guardian who must also hold a ticket. SGPPL strongly advises that children under seven (7) should not attend the Race for safety and operational reasons. Children below the age of seven (7) will only be admitted into the Facility and/or the Circuit Park if the parent/guardian signs a letter of undertaking to indemnify SGPPL from any liability arising from their decision to bring such children into the Facility and/or the Circuit Park. This letter may be obtained from SGPPL or our ticketing assistance counters at the Circuit Park. For the avoidance of doubt, all persons regardless of age must have a valid ticket to enter the Circuit Park.

11.3 The Client shall ensure that its Associated Persons display the correct ticket or pass at all times. No person will

be admitted to the Facility or any facility without the correct official ticket or pass. SGPPL and the appointed caterer reserve the right not to admit or serve a person who does not display the correct ticket, and SGPPL may require such person(s) to immediately leave the relevant Facility.

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

(a) to refuse suitcases, bags and/or other objects from being brought in to the Facility (or into any area under the control of SGPPL) whether before, during or after the Race; and

(b) to inspect any bag or other item which any person wishes to bring in to or remove from the Facility, whether before, during or after the Race.

11.5 All persons with pacemakers should contact security officials for assistance before approaching the electronic Formula 1 Paddock Club™ gates.

## 12. Suppliers

The Client is required to use the official suppliers appointed by SGPPL for any services required by the Client in or about the Facility, where such services are offered by those officially appointed suppliers.

## 13. Alterations to Events

13.1 The schedule for the Race (whether published or otherwise) and its proposed format are only provisional and subject to change if necessary due to adverse weather conditions or other reasons. SGPPL is not liable to the Client or the Associated Persons for any changes in the participants or format of, or any other element of the Race or arising from the arrangement of a substitute event.

13.2 SGPPL reserves the right to change entertainment facilities, entertainment line-up, Circuit Park facilities and placement and accessibility of big screens. These are not guaranteed as part of the ticket price.

## 14. Photographs, Images & Recording, and the Collection of Information

14.1 The Client and any Associated Persons must not make, create, store, record or transmit any kind of sound recording, visual footage or audio-visual footage of, at or in relation to the Race ("Recording"), or store, record or transmit any information or other data, including official timing, results, performance, telemetry, weather or race control data of, at, or in relation to the Race ("Data"). Unless authorised by SGPPL in writing, the Client and/or Associated Persons must not bring into or use within the Circuit Park any equipment that may enable a person to do the aforementioned acts. Personal electronic devices (including still image cameras, mobile telephones and other personal communications devices) are permitted within the Circuit Park unless otherwise advised, provided that any Recording, Data and any image, including photographic images and any still pictures derived or capable of being derived from a Recording of, at or in relation to the Race ("Image") that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only.

14.2 Without limiting any action available to SGPPL, it is a condition of sale that the Client and all Associated Persons acknowledge and accept that it is a condition of entry to the Circuit Park, Facility and/or Race that:

(a) the use of any such Recording, Data or Image ("Footage") or any part of it for profit, commercial gain, public advertisement, display or for any other purpose except for the private enjoyment of the person making/recording the Footage, without the prior written consent of FOWC is strictly forbidden and will constitute a breach of these



Conditions for which the Client may be liable; and

(b) if a person makes or reproduces or uses such footage or any part of it with or without the consent of FOWC and/or FOM, that person shall on request by FOWC, assign in writing, all copyright and all intellectual property in the Footage to FOWC or its assignees.

14.3 SGPPL shall have the right to allow any authorised photographers and/or videographers into the Facility for photography and/or video recordings for future advertising and promotional purposes without prior permission from the Client. As a spectator, the Client or any Associated Person may be filmed or sound recorded for broadcast (or similar transmission).

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

## 15. Indemnity and Liability

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

15.2 SGPPL does not give any warranty, guarantee or other term (whether expressed or implied under statute or otherwise) as to the fitness for purpose, quality, suitability or otherwise of the Race and all such warranty, guarantee and term are excluded.

15.3 SGPPL has limited control over the actual running of the Race and all details and descriptions in relation thereto are for guidance purposes only. For the avoidance of doubt, the date for the Race is subject to change by FIA. In the event of the date change, the Client will be admitted with the existing ticket in hand.

15.4 The details of the Race shown in any material supplied by SGPPL are correct at the time of printing but the Client shall be responsible for checking with SGPPL that no alterations have been made to the details of the Race. In view of this, each Client is to furnish to SGPPL at the point of reservation its contact details such as name, email address and mailing address for use in contingency situations.

15.5 The tickets in any package(s) sold are also subject to any terms and conditions imposed by the Event Organiser and SGPPL shall have no liability whatsoever for any negligence or breach of the said terms and conditions by either the Client or 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 negligence or breach of the said terms and conditions by the Client. It shall be the responsibility of the Client to obtain details of the Event Organiser's terms and conditions.

15.6 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 Organisers, their servants, agents or employees.

15.7 Save for death or personal injury caused by the negligence of SGPPL, SGPPL shall not be liable to the Client by reason of 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, costs, expenses or other claims (whether caused by the negligence of SGPPL, its servants or agents or otherwise) which arise out of or in connection with the provision of the Race (including any delay in providing or failure to provide the Race).

15.8 The entire liability of SGPPL under or in connection with these Conditions shall not exceed in any event the price of the Hospitality Package(s) except as expressly provided in these Conditions.

15.9 SGPPL shall have no liability for any loss, damage or expense caused by cancellation of the Race because of government action, strike, civil commotion, national disaster or other force majeure event.

15.10 SGPPL shall bear no responsibility for any loss of property or personal effects brought into the Circuit Park, and in particular into any suite, whether kept in a locked cabinet or otherwise.

15.11 Where the package(s) are posted to the Client, the risk in the goods and package(s) shall pass to the Client upon the items being posted to the address given by the Client. SGPPL shall not be liable for any loss, damage or cost arising from the delivery or non delivery of the package(s). SGPPL reserves the right to levy an additional charge for issuing replacement tickets and documents arising from non-delivery of the package(s).

15.12 The Event Organiser is the commercial rights holder and commercial organiser of the Race that comprises a round of the FIA Formula One World Championship™.

The use of the trademarks owned by the Event Organiser and its affiliates (including but not limited to those set out in this Clause 15.12) is STRICTLY PROHIBITED. Formula One Licensing B.V. is the owner of the FORMULA 1 brand which includes the following trademarks:

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

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

15.14 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: (i) a breach by the Client and/or any Associated Person of any of these Conditions; (ii) any infringement of copyright or other intellectual property rights; (iii) any violation of applicable laws and regulations; or (iv) 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.

15.15 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 that are made by any person (including the Client and/or any Associated Person), in connection with, arising or alleged to arise from, wholly or in part (i) any accident, injury or death of any person or damage to the property of any person in or about the Facility; or (ii) 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, any Associated Person, and/or any other person admitted to the Facility and/or the Circuit Park by the Client 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.

#### 16. Default

If the Client or any Associated Person commits or attempts to commit any breach of these Conditions, then on the giving of notice by SGPPL to the Client at any time after the occurrence of such breach:

- (a) The Client shall be deemed to have forfeited its rights but not its obligations under these Conditions;
- (b) SGPPL will be free to re-sell, confiscate and/or void (in the absolute discretion of SGPPL) any ticket(s) held by the Client and/or Associated Person(s) who is/are in default;
- (c) SGPPL shall be entitled to demand that the Client 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 Client's rights, benefits and entitlements or those of the Associated Person(s) who is/are in default; and
- (d) The forfeiture of any monies pursuant to Clause 16(a) shall not preclude any other rights which SGPPL may have under these Conditions or all other rights and remedies available to SGPPL at law, in equity, under contract or otherwise.

#### 17. Race Name

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

#### 18. Miscellaneous

18.1 All Associated Persons are to attend the Race in at least smart casual attire. For the avoidance of doubt, open-ended footwear, uncollared shirts, shorts or beach wear are not permitted.

18.2 No pets shall be allowed into the Facility.

18.3 The Client and any Associated Person shall not bring food or beverages of any description into the Facility.

18.4 Without prejudice to Clause 14.4, the collection, use or disclosure or handling of personal data by SGPPL shall be subject to such policies relating to personal data as SGPPL may apply, in each case as may be made publicly available at its website at or such later versions or additional supplements as may be published by SGPPL.

18.5 No amendment or variation of these Conditions is valid or binding on a party unless made or confirmed by SGPPL in writing.

18.6 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.

18.7 This contract is governed by the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore for the purpose of enforcing any claim arising hereunder.