

**MATCH HOSPITALITY AG**  
**THE BRITISH SUPERBIKE 2023**  
**HOSPITALITY WEBSHOP SALES REGULATIONS**

**1 Purpose and Applicability of the Sales Regulations**

- 1.1 These Sales Regulations outline the terms and conditions which apply to, and govern, the sale via the Webshop and use of Hospitality Packages for the Event applicable between MATCH Hospitality AG (UK Branch Office), ((i) address: The Gatehouse, 16 Arlington Street, London, SW1A 1RD, (ii) telephone number: +44 (0) 20 3763 6130, (iii) email: info@match-hospitality.com, and (iv) UK establishment number BR016848) and the Applicant and/or Customer.
- 1.2 Each Applicant acknowledges and agrees that, by (i) completing the Application Process and (ii) clicking the Acceptance of Terms and Conditions Box, it confirms that it has read, understood and accepts these Sales Regulations, and that it agrees to be irrevocably and unconditionally bound by these Sales Regulations and the Terms and Conditions.
- 1.3 MATCH (“MATCH”) reserves the right to amend the manner in which it sells Hospitality Packages and reserves the right to amend these Sales Regulations from time to time. Each Sales Agreement will be governed by the Sales Regulations in force at the date on which the Applicant completes the Application Process and clicks the Acceptance of Terms and Conditions Box. MATCH may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.
- 1.4 All capitalised terms used in these Sales Regulations shall have the meaning ascribed to them in Clause 17.

**2 Application Process**

- 2.1 The Applicant acknowledges and agrees that the Application Process involves a number of steps (in accordance with the instructions provided on the Webshop) including (i) creating an account with MATCH (ii) completing and submitting an Application Form to MATCH and (iv) clicking the Acceptance of Terms and Conditions Box (v) providing payment details to MATCH .
- 2.2 Completion of the Application Process does not guarantee the availability of the Hospitality Packages for which the Applicant has applied. Completion of the Application Process constitutes an irrevocable and binding offer to MATCH by the Applicant to purchase the Hospitality Packages for which the Applicant has applied, and MATCH may accept or reject any such offer.
- 2.3 If MATCH elects to accept the Applicant’s offer to purchase the Hospitality Packages, it will confirm its acceptance by emailing the Applicant a Confirmation of Purchase and the Applicant shall become a Customer. The Applicant acknowledges and agrees that payment amount pursuant to clause 6 for the price of the Hospitality Packages shall be debited from the customer's account and promptly credited to MATCH's account.
- 2.4 MATCH reserves the right in its sole discretion to impose a limit on Hospitality Packages which an Applicant may purchase whether by reference to (i) quantities, (ii) package type, category series or location and/or (iii) monetary value.

**3. Application Form**

- 3.1. Each Applicant is responsible for correctly completing and providing all information required by MATCH under the Application Process including the full completion and submission of the Application Form. MATCH reserves the right to reject any applications which are incomplete or incorrect. MATCH shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost or incomplete applications or failure to communicate with

any Applicant by email due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Applicant's email.

- 3.2. If the Application Form is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Application Form and clicks the Acceptance of Terms and Conditions Box represents and warrants that he/she has the legal capacity and authority to bind the company/legal entity indicated in the Application Form. Furthermore, the individual represents and warrants that he/she is of legal age to enter into binding agreements. However, for the avoidance of doubt, the Sales Agreement will be entered into by the company (or other legal entity) and MATCH.
- 3.3. The Applicant acknowledges and agrees that it is responsible for maintaining the confidentiality of its account and password and is fully responsible for all activities that occur in respect of the account and password. The Applicant agrees to (i) immediately notify MATCH of any unauthorised use of its account or password and any other breach of security and (ii) ensure that it exits its account at the end of each session. MATCH cannot and will not be liable for any loss or damage arising from the Applicant's failure to comply with this Clause 3.3.

#### **4 Sales Agreement**

4.1 Subject to Clause 9, each Sales Agreement shall consist of, and incorporate the terms of:

- (i) the Application Form;
- (ii) the Confirmation of Purchase;
- (iii) the Product Description;
- (iv) these Sales Regulations;
- (v) the Ticket GTCs; and
- (vi) the Venue Rules.

Any other samples, drawings, descriptive matter or advertising issued by MATCH or MATCH Sales Agent (whether or not on the Webshop), and any illustrations or descriptions of the Hospitality Packages contained in MATCH's catalogues or brochures are issued, displayed or published for the sole purpose of giving an approximate idea of the Hospitality Packages, and shall not, under any circumstance, constitute an offer by MATCH. They shall not form part of the Sales Agreement or have any contractual force.

- 4.2 MATCH has, in certain territories, appointed MATCH Sales Agents to assist in the identification of Customers and in concluding agreements for the sale of Hospitality Packages. The Customer acknowledges and agrees that no MATCH Sales Agent has the power or authority to formally accept or commit MATCH to any sale of Hospitality Packages (whether on its own account or on behalf of MATCH), to make any representations, commitments, promises, guarantees, warranties or undertakings on behalf of MATCH and/or Silverstone, or to bind MATCH and/or Silverstone in any way.
- 4.3 The Sales Agreement represents the sole and complete statement of the respective rights and obligations of MATCH and the Customer with regard to the sale by MATCH and purchase by Customer of the Hospitality Packages. The Sales Agreement supersedes and extinguishes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Hospitality Packages which are the subject of the Confirmation of Purchase.
- 4.4 All sales of Hospitality Packages under a Sales Agreement are final and binding on the Customer. Subject to Clause 6.6 below, all payments made by Customers in connection with Hospitality Packages (whether or not such Hospitality Packages are the subject of a Sales Agreement which is terminated) are to be

treated as non-refundable, and subject to Clause 14 MATCH shall be under no obligation to repay any sums to the Customer (unless MATCH agrees otherwise).

- 4.5 Subject to Clause 2.4 above, the sale of certain Hospitality Packages may (where expressly stated) include an opportunity for the Customer to purchase certain additional Hospitality Packages in the same or a different category and at the same or alternative locations in the Venue. Any such opportunity will be strictly subject to availability and MATCH's formal written agreement.
- 4.6 Within 7 days of the date of MATCH issuing its Confirmation of Purchase to the Customer, MATCH may terminate and cancel the Sales Agreement, for any reason, on written notice to the Customer and refund to the Customer all sums paid by the Customer under the Sales Agreement.

## **5 Hospitality Packages**

- 5.1 The scope of the services and benefits made available to the Customer by MATCH in respect of each Hospitality Package will be outlined in the Confirmation of Purchase and in the Product Description. Customers may not, following the conclusion of the Sales Agreement, request substitutions for, or alterations to, any Hospitality Package services and benefits.
- 5.2 The Customer accepts and acknowledges that the scope of the Hospitality Package services and benefits made available to it under the Sales Agreement or any seat location are subject to such changes as may be required for reasons of public safety and security, or by MATCH and/or the Event Authority from time to time. MATCH shall notify the Customer of such changes as soon as reasonably possible.
- 5.3 The Customer accepts and acknowledges that certain hospitality benefits and/or services may be delivered by MATCH in Hospitality Facilities which are located in temporary hospitality structures and/or in the Venue in respect of which construction may not be completed as at the date of the Sales Agreement. In either circumstance, detailed descriptions of the alternative applicable Hospitality Facility will be provided by MATCH as and when practicable which shall be substantially similar or better quality and value.
- 5.4 The Customer and each of its Guests are required to bring with them, on the applicable day, the type of Ticket applicable to the relevant Hospitality Package, valid identification and, if applicable, the Hospitality Access Pass to enable them to access a seat to view the Event and to access the Hospitality Facilities, together with any additional or alternative document, pass or form of identification that are notified to the Customer in order for the Customer and each of its Guests to access such seats and Hospitality Facilities.
- 5.5 Customers who require special assistance (such as wheelchair seating and/or wheelchair access to Hospitality Facilities and/or the Venue) must notify in writing MATCH prior to the acquisition of a Hospitality Package. In the event that any Customer, following the purchase of a Hospitality Package, subsequently wishes to provide a Hospitality Package to a person who requires any such facilities, the Customer shall notify MATCH as soon as reasonably practical and MATCH will use reasonable efforts to provide such facilities (subject to availability).
- 5.6 Customer voluntarily enters the Sales Agreement acknowledging that the Hospitality Package price is an all-inclusive price, which includes Tickets, food, beverage and other services that are not capable of being separately priced or sold as individual servings.
- 5.7 Subject to the Product Description, the Customer acknowledges and agrees that parking passes (i) are subject to availability and final confirmation by MATCH (ii) must be specifically requested in writing by the Customer and (iii) will, unless MATCH determines otherwise (at its sole discretion), be allocated on the basis of one (1) automobile space per Event for no more than every four (4) Hospitality Packages purchased per Event or one (1) bus space per Event for every forty (40) Hospitality Packages purchased per Event.

## 6. Payment

- 6.1 The price of the Hospitality Package is as set out in the Application Form and confirmed in the invoice issued by MATCH to the Applicant (the “Price”). The Application Form shall detail any VAT and/or other consumption or applicable local tax, fees or dues which will be due and payable by the Applicant.
- 6.2 Payment of the full Price and VAT shall be due prior to the date specified within the invoice issued by MATCH to the Applicant or as otherwise specified by MATCH. The Customer shall pay all invoices in full and not exercise any rights of set off or counter claim against invoices submitted by MATCH.
- 6.3 Should a customer opt to pay for their order in instalments, the Price of each Hospitality Package which is the subject of a Sales Agreement concluded on the following dates will be due and payable as follows:
- (i) between 17 April 2022 and 10 Jan 2023 will be due and payable in three (3) instalments:
    - a. 33% being due and payable immediately during the online checkout;
    - b. 33% being due and payable on or before 10 Feb 2023; and
    - c. 34% being due and payable on or before 08 April 2023.
  - (ii) between 11 January 2023 and 08 April 2023 will be due and payable in two (2) instalments:
    - a. 50% being due and payable immediately during the online checkout; and
    - b. 50% being due and payable on or before 08 April 2023.
  - (iii) The price of each Hospitality Package which is the subject of a Sales Agreement concluded between 09 April 2023 and 03 July 2023 will be due and payable in full in one (1) instalment by the Applicant and payable immediately during the online checkout.
- 6.4 By completing the Application Process, each Applicant authorises MATCH to take payment from the Applicant’s payment card (as specified in Clause 6.5) for the price of any Hospitality Packages subsequently purchased by the Applicant on the payment dates specified in Clause 6.2 or 6.3 (above) without further notice. The Applicant is responsible for ensuring that there are sufficient funds available on its payment card at the time any payment is taken by MATCH.
- 6.5 Payments may only be made by those payment methods identified during the Application Process as being accepted by MATCH.
- 6.6 Payments must be received in full in the currency specified in the Application Process, unless otherwise agreed in writing by the parties. Unless otherwise agreed by MATCH, any and all bank, payment, currency conversion, currency exchange control, credit card charge or other charges incurred in connection with any payment obligation outlined in Clause 6.1 above will (to the extent permitted by law) be the sole responsibility of, and be borne by, the Customer in addition to the price of the Hospitality Packages.
- 6.7 Subject to Clause 14, no refunds of any amounts paid by the Customer to MATCH will be made to the Customer under any circumstances.
- 6.8 If payment of any monies which are due and payable pursuant to Clause 6.1, 6.2 or 6.3 are not received by MATCH in full for any reason, MATCH may upon giving notice to the Customer, in addition to all other remedies available to it at law:
- (i) terminate the entire Sales Agreement, or, alternatively, revoke its acceptance as regards the entire Sales Agreement;

- (ii) terminate the Sales Agreement in respect of a certain number of specified Hospitality Packages only, or, alternatively, revoke its acceptance as regards the Sales Agreement in respect of a certain number of specified Hospitality Packages only;
- (iii) immediately and without further notice make available for sale to third parties each Hospitality Package which is the subject of any termination / revocation;
- (iv) retain, as a non-refundable deposit, any amounts paid by the Customer as at the date of such termination / revocation;
- (v) charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 6.8(v) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
- (vi) terminate or suspend any of MATCH's obligations under the Sales Agreement; and/or
- (vii) claim for all further losses and costs suffered by MATCH as a result of non-payment and/or late payment;

MATCH retains the right to claim damages which are in excess of the amounts specified above.

6.9. The misuse of a credit or debit card or use without authorisation of the legal holder of the credit or debit card is viewed in the most serious manner by MATCH and MATCH reserves the right to take legal action against those committing or attempting to commit online fraud or the like.

610. MATCH reserves the right to refuse to process payments in respect of Applicants with a prior history of questionable charges or where MATCH reasonably believes a sale may result in a breach of the Sales Agreement. MATCH may carry out such checks as it considers appropriate before processing a credit or debit card payment for security purposes. As part of such checks, MATCH may disclose personal data to third parties for the purposes of carrying out these security checks and the Customer expressly consents and authorises MATCH to disclose its personal data to authorized third parties for the purposes of carrying out these security checks. The Applicant acknowledges and agrees that MATCH will not be liable for any damages resulting from its decision not to process a payment. THE APPLICANT EXPLICITLY APPROVES THE TRANSFER OF HIS PERSONAL DATA IN THIS CONTEXT. The Customer has the right to withdraw its consent at any time on written notice to MATCH. For more detail regarding this processing of personal data by MATCH, the Customer shall refer to MATCH's Privacy Notice available at <https://hospitality.silverstone.co.uk/en/privacy-policy/>.

## **7 Delivery of Hospitality Package Components**

7.1 Where Hospitality Packages include e-Tickets, the Customer acknowledges and accepts:

- (i) the e-Tickets will be emailed to the Customer;
- (ii) the Customer will be required to print off the e-Tickets;
- (iii) e-Tickets must be printed in portrait mode (vertical) on blank white A4 paper (on both sides), without changing the print size using a laser or inkjet printer. No other medium (electronic, PC screen, portable screen, mobile screen etc) is valid. Any e-Ticket that is partly printed, soiled, damaged or illegible shall not be considered valid;
- (iv) Customer and Guests will be required to have valid identification in order to access the Venue with e-Tickets.

- 7.2 Where the Hospitality Packages include paper Tickets and/or, if applicable, Hospitality Access Passes (which are not required to be collected at the Venue) and/or parking passes these will be (as MATCH shall determine acting reasonably):
- (i) delivered to the address stated in the Confirmation of Purchase (or to a different address in the UK subsequently notified in writing by the Customer and duly acknowledged in writing by MATCH) by a method of MATCH's choice no later than two (2) weeks before the first day of the Event (to the extent that this is reasonably possible); or
  - (ii) made available for collection by the Customer from MATCH in accordance with policies to be established by MATCH and notified to the Customer.

The Customer acknowledges and agrees that the delivery or the availability for collection, of Hospitality Package components is subject to the Customer having complied in full with all elements of the Sales Agreement.

- 7.3 MATCH will not be responsible or liable in any way to a Customer or any third party as a result of any late delivery of a Hospitality Package which arises as a result of a failure of and/or interruption to any delivery services.
- 7.4 MATCH will not deliver Hospitality Packages to post office boxes, unless agreed otherwise in writing by MATCH on a case-by-case basis. The Customer is required to provide a street address as well as the name and contact details of an individual which has been authorised to take delivery of the Hospitality Packages. It is the Customer's responsibility to arrange for an authorised representative to be present at the delivery address to take delivery of every Hospitality Package and to notify MATCH of any change in the proposed delivery address.
- 7.5 If the Customer has not received the Ticket, Hospitality Access Pass and all other applicable Hospitality Package components at such time indicated in Clause 7.2 (i), it is the sole responsibility of the Customer to immediately notify MATCH in writing.
- 7.6 Any paper Ticket, Hospitality Access Pass or parking pass (if applicable) which has become damaged in any way after delivery to, or collection by, the Customer and is, as a consequence, unreadable, may not be accepted for admission to, or use at, the Venue and/or Hospitality Facility. It is the sole responsibility of the Customer to notify MATCH or a MATCH Sales Agent, in writing, in the event that any paper Ticket, Hospitality Access Pass or parking pass (if applicable) is delivered or collected in a damaged condition. In the absence of any such notification, the relevant Ticket, Hospitality Access Pass or parking pass (if applicable) will be deemed to be undamaged at delivery or collection.
- 7.7 To the extent permitted by the applicable law (including consumer rights if and when applicable), the Event Authority, MATCH and/or MATCH Sales Agents shall not be responsible or liable in any way to a Customer or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket, Hospitality Access Pass or parking passes (if applicable) or other Hospitality Package component once received or collected by the Customer.
- 7.8 MATCH reserves the right to determine whether to issue replacement Hospitality Access Passes, paper Tickets or parking passes (if applicable) in the event of any occurrence of the circumstances outlined in Clauses 7.5, 7.6 and/or 7.7, and to determine the conditions which may apply to any such replacements. MATCH reserves the right to determine the conditions which shall apply to the replacement Hospitality Access Passes, paper Tickets or parking passes (if applicable) in the event of any occurrence of the circumstances outlined in Clauses 7.5, 7.6 and/or 7.7.

## **8 Hospitality Services**

The Customer acknowledges and accepts that:

- (i) access to the Venue and/or Hospitality Facilities is strictly limited to the day in respect of which a Hospitality Package has been purchased, and to the times indicated by MATCH;
- (ii) the delivery of all hospitality services and benefits in connection with a Hospitality Package are subject to applicable laws;
- (iii) MATCH retains the right to amend the scope of the Hospitality Facilities and hospitality services and benefits applicable to any Hospitality Package, provided that MATCH provides the Customer with replacement hospitality services and benefits of substantially similar or better quality and value; and
- (iv) access to Hospitality Facilities will be limited to Customers and Guests who are in possession of Hospitality Access Passes.

## **9 Ticket GTCs and the Venue Rules**

- 9.1 The Ticket GTCs, the Venue Rules and these Sales Regulations each form an integral part of the Sales Agreement, and the Customer irrevocably undertakes to fully comply with the Ticket GTCs, the Venue Rules and these Sales Regulations.
- 9.2 The Customer further agrees to ensure that its Guests fully comply with the Ticket GTCs, the Venue Rules and these Sales Regulations and remains primarily liable to MATCH for any non-compliance. It is the Customer's responsibility to notify to each individual Guest in writing of the requirements of the Ticket GTCs, the Venue Rules and these Sales Regulations and to procure full compliance with the same by its Guests.
- 9.3 For the avoidance of doubt, all of the terms and conditions reflected in the Ticket GTCs and these Sales Regulations with respect to the Venue to which a Customer or Guest gains access through the use of a Ticket shall also apply to the Hospitality Facilities, in so far as is relevant, to which the Customer or Guest gains access through the use of Hospitality Access Pass on the specific day.
- 9.4 Any measures taken or imposed by an Event Authority (including, without limitation, the police authorities) with respect to any Event, any Ticket or the Venue shall apply to the Customer and/or its Guests. By way of illustration only, if any Ticket is cancelled or a Customer or Guest is expelled from, or refused entrance to, the Venue and/or the Hospitality Facilities as a result of a violation of the Ticket GTCs, the Venue Rules or these Sales Regulations or as result of any action authorised pursuant to any law or by-law, the Customer and/or the Guest may (without prejudice to any other rights or remedies MATCH may have) lose all rights pursuant to its Hospitality Package(s) (including the Ticket component), with no right of refund.
- 9.5 The locations of seats for specific Ticket categories for Events at the Venue are determined by the Event Authority in its discretion. MATCH shall not be responsible or liable in any way to a Customer and/or any Guests in relation to any complaints regarding locations of seats provided the locations of such seats correspond with the correct Ticket category for the particular Event at the Venue. Product category and seat allocation decisions will not become final while any Venue construction/renovation projects are on-going. Any drawings included as part of the Product Description are therefore approximate depictions, not actual and should not be considered definitive. Each Venue and Event will be configured differently.

## **10 Data**

- 10.1 The Customer agrees that it shall comply with the Event Authority's and MATCH's directives with regard to the provision of individual data for Guests. The Customer shall provide MATCH, immediately following any request by MATCH and/or any third party authorised by the Event Authority, with full details relating to its identity and the identity of each of its Guests, including the Guest's name, nationality and date of birth and email address. Furthermore, the Customer agrees, if requested by

MATCH, to provide each of its Guests with the Ticket specifically allocated, by Ticket number or by block, seat or row number, to such Guest.

- 10.2 MATCH is the controller of the Customers' and its Guests' personal data provided to MATCH. MATCH does not collect any information relating to the Customers' and its Guests' without their knowledge and consent, when required. MATCH undertakes that the processing of personal data, for the purposes of the performance of the Hospitality Packages delivery, is carried out in compliance with all applicable laws (including but not limited to the General Data Protection Regulation).
- 10.3 Where data is requested from Customers and Guests by Silverstone and/or any third party authorised by Silverstone for their own purposes, the latter act as controllers of the data processing, by determining the means and purposes of such processing. The Customers and Guests must, therefore, refer to the relevant Privacy Notices available on their respective websites.
- 10.4 The data supplied under Clause 10.1 is necessary for the processing of the Customers and Guests Hospitality Packages' orders and the performance of associated services. In some cases, such data are also necessary for MATCH to comply with its legal obligations. In the absence of such data, MATCH will not be able to proceed with the Hospitality Packages delivery. In the event that the Customer fails to provide such data, MATCH reserves the right (without prejudice to any other rights or remedies MATCH may have) to withhold delivery of the Hospitality Packages until such data is provided, to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or any Hospitality Facility to any Customer or Guest for which data has not been provided, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by MATCH.
- 10.5 MATCH or an Event Authority may carry out access controls at the Venue. In the event that a Customer or Guest attempts to use a Hospitality Package at the Venue and/or Hospitality Facility and the personal details of such Customer or Guest do not match the data provided in respect of such Hospitality Package, MATCH or the Event Authority expressly reserves the right to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or Hospitality Facility to the Customer or Guest, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) may be made available for re-sale by MATCH.
- 10.6 In their capacity as data subjects, Customers and Guests hold certain rights with regards to the processing of their personal data by MATCH, including the right to be provided with information regarding the processing. In this respect, MATCH will process their personal data in accordance with MATCH Privacy Policy (current version of this Policy is available at <https://hospitality.silverstone.co.uk/en/privacy-policy/>).
- 10.7 The personal data provided to MATCH will, subject to applicable law, be used, processed, stored, shared with Silverstone and any third party authorised by Silverstone pursuant to these Sales Regulations and transferred to third parties designated by MATCH and/or Silverstone (located both within and outside of the UK and Switzerland) in accordance with MATCH Privacy Policy (current version of this Policy is available on request or at <https://hospitality.silverstone.co.uk/en/privacy-policy/>) and for purposes relating to: (i) Hospitality Package sales and allocation procedures, (ii) any relevant safety and security measures, and (iii) rights protection measures in connection with the Event.
- 10.8 Applicants may update, correct or amend their personal data by contacting MATCH in writing. If an application is cancelled or MATCH rejects the Applicant's offer to purchase the Hospitality Packages, the Applicant may request deletion of its personal data provided in connection with the Application Form by contacting MATCH in writing.
- 10.9 In case Hospitality Packages are bought by, lawfully allocated to or otherwise issued by way of contract to a legal entity, the legal entity will have to ensure that it has: (a) informed the individuals benefiting from the Hospitality Packages whose personal data is required, of the processing of their data, the purposes of the processing, the recipients of such data and their rights with respect to such data; (b)



informed the individuals benefitting from the Hospitality Packages that MATCH is the controller of their personal data, and (c) obtained from them their express consent, where requested.

## **11 Prohibition on the Resale and Transfer of Hospitality Packages**

11.1 Except with MATCH's express written consent, the Customer is prohibited from:

- (i) conducting any re-sale, exchange or other transfer (other than the provision to a Guest) of any Hospitality Package, Ticket, Hospitality Access Pass, parking pass (if applicable) or other benefit or service provided in connection with a Hospitality Package, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package; and
- (ii) acting, purporting to act, or advertising its ability to act, as an agent, facilitator or representative of a third party for the purchase, or purported purchase, of Hospitality Packages (or any component of a Hospitality Package) by the third party.

11.2 Hospitality Packages may only be used by the Customer itself or by its Guests to which the Customer provides the Hospitality Packages.

11.3 The Customer shall ensure that none of its Guests resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Hospitality Package, Ticket, Hospitality Access Pass, parking pass (if applicable) or other benefit or service provided in connection with a Hospitality Package, and that all Guests are informed in writing of this prohibition.

11.4 For the avoidance of doubt, any Customer or Guest who is entitled to use any component of a Hospitality Package must be the same person as the Customer or Guest who uses each of the corresponding components of the relevant Hospitality Package.

11.5 At no stage will a Guest become a party to the Sales Agreement or be entitled to any recourse against MATCH or any Event Authority under the Sales Agreement.

## **12 Use of Hospitality Packages**

12.1 The Customer expressly acknowledges and agrees that the purchase of a Hospitality Package does not grant the right to, or permit the Customer and/or its Guest(s) to exercise, any marketing, advertising or promotional rights with respect to the Event or any Event rights holder or any ancillary events operated by the Event Authority, any race, event, driver, team or official participating in the Event, Silverstone, MATCH or any other affiliated body or event.

12.2 The Customer shall not, and shall ensure that each of its Guests shall not, hold itself out as a sponsor of, or otherwise associate itself or its name in any manner whatsoever with, any Event or any ancillary event operated by Silverstone or any Event rights holder, any event, race, driver, team or official participating in the Event, an Event rights holder, Silverstone, MATCH or any other affiliated body or event.

12.3 The Customer shall not, and shall ensure that each of its Guests shall not, before, during and after the Event:

- (i) use a Hospitality Package or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;
- (ii) conduct any promotional, advertising or marketing activity in connection with the Event or any ancillary event operated by Silverstone or any Event rights holder, any race, event, driver, team

or official participating in the Event, Silverstone, an Event rights holder, MATCH or any other affiliated body or event; or

- (iii) conduct any activity which MATCH, Silverstone or the Event rights holder reasonably believes may lead to an association between the Customer and/or its Guest and the Event or ancillary event operated by Silverstone, any race, any driver, team or official participating in the Event, Event rights holder, Silverstone, MATCH or any other affiliated body or event.

12.4 The Customer shall not, and shall ensure that each of its Guests shall not, develop, use or register any name, logo, trademark, symbol service mark or other mark (including without limitation the official name and logo of the Event) which may be inferred by the public as identifying with Silverstone, an Event rights holder, the Event, including the words "Formula 1", "F1" "Grand Prix", "British/UK Grand Prix", "MotoGP" or any other term used in any language to identify the Event, MATCH, Silverstone or the Event rights holder or any similar indicia or derivation of such terms in any language.

12.5 The Customer shall not and shall ensure that each of its Guests shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into the Venue or Hospitality Facility, including any banner, sign or leaflet for the purposes of display or distribution. By way of illustration only, the Customer and each of its Guests shall refrain from wearing, at the Venue or any Hospitality Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Customer and/or its Guest(s) and which is intended to be worn as part of a group wearing the same or similar clothing in a way which MATCH or Silverstone or Event rights holder may regard as the conduct of a promotional, advertising or commercial activity.

12.6 The Customer shall not and shall ensure that each of its Guests shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at the Venue or Hospitality Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by any Event Authority or, at the entrance of and within a Hospitality Facility, by MATCH, and any person engaging in such activities is subject to ejection from the Venue and/or Hospitality Facility.

12.7 The Customer agrees and acknowledges that any violation by Customer and/or its Guests of the terms relating to the use of Hospitality Package pursuant to Clauses 12.1 to 12.6 above represents a material breach of these Sales Regulations by Customer. In such case:

- (i) MATCH is entitled to terminate with immediate effect the Sales Agreement pursuant to Clause 15.2 below;
- (ii) the Event Authority is entitled to exercise its rights pursuant to Clauses 15.3 and 15.4 below; and
- (iii) the Customer agrees and acknowledges to be directly liable to the Event Authority under the Ticket sales agreement pursuant to Clause 4.2 above for any direct and indirect damages suffered by Silverstone and/or the Event Rights Holder, including but not limited to consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

### **13 Acceptance of Risk, Limitations on Liability, Customer and Guest Responsibilities**

13.1 The following limitations of liability apply with respect to all Hospitality Package components, including, but not limited to, Tickets.

13.2 THE CUSTOMER SHALL NOT BE ENTITLED TO ANY RECOURSE AGAINST THE EVENT AUTHORITY IN RELATION TO ANY HOSPITALITY PACKAGES SOLD PURSUANT TO THE SALES AGREEMENT.

13.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING THE EVENT OR

PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST MATCH AND THE EVENT AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE VENUE AND THE OTHER SITES. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF MATCH OR A EVENT AUTHORITY.

- 13.4 SUBJECT TO CLAUSE 13.6 BELOW, MATCH AND EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE “EVENT AUTHORITIES” HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE EVENT. NEITHER MATCH, THE MATCH SALES AGENTS OR ANY EVENT AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER EVENT AUTHORITY OR MATCH OR THE MATCH SALES AGENTS. MATCH, THE MATCH SALES AGENTS AND EACH EVENT AUTHORITY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.
- 13.5 SUBJECT TO CLAUSE 13.6 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MATCH SHALL NOT BE LIABLE TO THE CUSTOMER AND/OR ANY GUEST FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR ANY BREACH OF THE SALES AGREEMENT AND THE MAXIMUM LIABILITY OF MATCH TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SALES AGREEMENT SHALL NOT EXCEED THE TOTAL PRICE PAID FOR HOSPITALITY PACKAGES BY THE CUSTOMER TO MATCH IN RESPECT OF THE SALES AGREEMENT.
- 13.6 NOTHING IN THE SALES AGREEMENT WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER OR GUEST OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY AN EVENT AUTHORITY, MATCH, THE MATCH SALES AGENTS OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 13.7 THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THE USE OF ITS TICKET AND/OR HOSPITALITY ACCESS PASS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST INDEMNIFIES AND HOLDS HARMLESS MATCH, THE MATCH SALES AGENTS AND THE EVENT AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:
- (i) ITS MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS; OR
  - (ii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY A MINOR IF THE TICKET AND/OR HOSPITALITY ACCESS PASS WAS PROVIDED BY THE CUSTOMER; OR
  - (iii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET AND/OR HOSPITALITY ACCESS PASS THROUGH IT; OR
  - (iv) A VIOLATION OF THE TICKET GTCS, THESE SALES REGULATIONS, THE VENUE RULES AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR
  - (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET AND/OR HOSPITALITY ACCESS PASS.

THIS MEANS THAT IF A CUSTOMER OR ANY GUEST VIOLATES ANY TICKET AND/OR HOSPITALITY ACCESS PASS RELATED RULES, IT MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT MATCH, THE MATCH SALES AGENTS AND/OR THE EVENT AUTHORITIES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

13.8 THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE HOSPITALITY PACKAGES (INCLUDING, WITHOUT LIMITATION, TRAVEL AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER AND EACH GUEST AT THEIR OWN RISK AND MATCH SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE CUSTOMER AND ANY GUESTS.

13.8.1 AN INHERENT RISK OF EXPOSURE TO COMMUNICABLE DISEASES EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING VENUE PROPERTY. COMMUNICABLE DISEASES CAN BE EXTREMELY CONTAGIOUS THAT CAN LEAD TO SEVERE ILLNESS, TEMPORARY AND PERMANENT DISABILITY, AND DEATH. PRE-EXISTING RISK FACTORS SUCH AS UNDERLYING MEDICAL CONDITIONS AND ADVANCED AGE MAY MAKE CERTAIN INDIVIDUALS PARTICULARLY VULNERABLE. BY ENTERING ANY HOSPITALITY FACILITY OR VENUE, THE CUSTOMER CONFIRMS THAT IT AND EACH OF ITS GUESTS VOLUNTARILY ASSUME ALL RISKS RELATED TO THE EXPOSURE. THE CUSTOMER FURTHER ACKNOWLEDGES AND ACCEPTS THAT IT AND EACH OF ITS GUESTS WILL FOLLOW ANY AND ALL RULES AND/OR PROTOCOLS THAT THE EVENT AUTHORITIES MAY IMPLEMENT THROUGHOUT THE EVENT IN ORDER TO ATTEMPT TO REDUCE THE SPREAD OF OR THE RISK OF CONTRACTING THE COMMUNICABLE DISEASE AND THAT THE INABILITY OR UNWILLINGNESS TO COMPLY WITH SUCH RULES AND/OR PROTOCOLS SHALL NOT ENTITLE THE CUSTOMER OR ITS GUESTS TO A REFUND OR ANY OTHER FORM OF COMPENSATION.

#### **14 Unforeseen Circumstances and Insurance**

14.1 If an Event is rescheduled or relocated owing to a Force Majeure Event, the requirements of any Event Authority or any other circumstance beyond the control of MATCH, MATCH shall use reasonable efforts to arrange for corresponding hospitality services and benefits to be provided at the rescheduled or relocated Event. MATCH reserves the right to make alterations to the times, dates and locations in connection with the delivery of hospitality benefits and services as a result of any such unforeseen circumstances.

14.2 If an Event or any part thereof is cancelled or is held behind closed doors owing to a Force Majeure Event or another circumstance outside the control of MATCH, such as safety and security concerns or a decision made by the Event Authority and/or the FIA, MATCH shall refund the full price of each affected Hospitality Package minus any discount or commission granted at the time of purchase, such refund to be determined by reference to the prevailing circumstances. Any such refund shall constitute the sole and exclusive remedy to which the Customer is entitled.

14.3 The Customer is responsible for, and is recommended to arrange, its own insurance (such as, without limitation, travel insurance, public liability insurance or cancellation insurance) to cover risks and associated costs arising out of or connected to these Sales Regulations.

#### **15 Termination**

15.1 In the event that any Customer fails to ensure that MATCH receives, in full any amount due and payable, MATCH reserves the rights specified in Clause 6.6, including, without limitation, the right to terminate the Sales Agreement in full or in part.

15.2 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, these Sales Regulations, the Venue Rules or any other relevant laws or by-laws, MATCH shall, in addition to all other rights and remedies that MATCH may have, retain the right to:

- (i) terminate the Sales Agreement in whole or in part;
- (ii) render null and void any applicable Hospitality Access Pass;
- (iii) enforce the Event Authority's right to cancel and/or rescind the Ticket(s) comprised in the Hospitality Package;

- (iv) refuse entry into the Venue and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Venue and/or Hospitality Facility;
  - (v) file suit to enforce the Sales Agreement and claim damages, if appropriate; and/or
  - (vi) notify governmental authorities of a violation of the provisions of the Ticket GTCs, these Sales Regulations, Venue Rules, and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.
- 15.3 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, or the Venue Rules or any other relevant laws or by-laws, the Event Authority or MATCH acting on the Event Authority's behalf, shall, in addition to all other rights and remedies that the Event Authority may have, retain the right to:
- (i) cancel and/or rescind any Ticket being part of the Hospitality Package; and/or
  - (ii) refuse entry into the Venue and/or any Hospitality Facility to the offending Customer and/or Guest or eject the Customer and/or Guest from the Venue and/or Hospitality Facility.
- 15.4 The Customer agrees and acknowledges that:
- (i) MATCH remains entitled to terminate, in whole or in part, the Sales Agreement if the Event Authority holder has exercised any of its rights set out in Clause 15.3 above; and
  - (ii) the Event Authority remains entitled to cancel and/or rescind the Ticket(s) comprised within the Hospitality Package if MATCH has exercised any of its rights set out under Clause 15.2 above.
- 15.5 In addition to laws applicable in other countries, the government of the country in which the Event is being held or Swiss governments may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets or Hospitality Access Passes in violation of the Ticket GTCs, these Sales Regulations, the Venue Rules, or any other relevant laws or by-laws. Customers and their Guests are advised to obtain information about applicable laws relating to Tickets and Hospitality Access Passes.
- 15.6 Further to other termination rights granted under the Ticket GTCs and the corresponding right to cancel Hospitality Packages reflected in these Sales Regulations, MATCH shall have the right to cancel any Hospitality Package in the event of:
- (i) any insolvency, bankruptcy filing or liquidation of the Customer;
  - (ii) the appointment of an administrator in respect of the Customer;
  - (iii) the Customer entering into an arrangement with its creditors; or
  - (iv) any other event which may give rise to the reasonable belief that the Customer will not be able to complete the full payment of the Hospitality Package purchase price;
- provided that any such events occur prior to receipt by MATCH of the full purchase price of the Hospitality Package.
- 15.7 In the event of termination, any payment made by the Customer, whether in full or in part, will be retained by MATCH as partial compensation for the administration and cancellation fees and production costs. MATCH nevertheless retains the right to sue for a higher level of applicable damages.

## **16 Miscellaneous**

- 16.1 Should any provision(s) of these Sales Regulations or the Sales Agreement be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations and the Sales Agreement will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 16.2 The Sales Agreement (together with its component parts) has been drafted in English.
- 16.3 Certain provisions of the Ticket GTCs and these Sales Regulations may be restated in a condensed format so that they may be printed, respectively, within the confined space allocated on the back of each Ticket and the Hospitality Passes. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket GTCs as located on the reverse side of any Ticket and these Sales Regulations as located on the reverse side of any Hospitality Passes, the full terms of the Ticket GTCs and these Sales Regulations will apply and will prevail over the condensed provisions.
- 16.4 MATCH reserves the right to refuse the purchase of Hospitality Packages by Applicants who are identified by the Event Authority as being prohibited from any such purchase.
- 16.5 If there is any inconsistency between the provisions of these Sales Regulations and the Ticket GTCs with respect to any matter pertaining to the use of a Ticket at the Venue, the Ticket GTCs shall apply and will prevail over the terms of the Sales Regulations.
- 16.6 The Sales Agreement will be governed by, and interpreted in accordance with, the substantive laws of Switzerland and to the exclusion of the Vienna Convention on the International Sale of Goods.
- 16.7 To the fullest extent allowed by applicable law, and in the absence of amicable settlement, any disputes arising out of or in connection with the Sales Agreement shall be resolved exclusively by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force at the time when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3). The seat of arbitration shall be Zürich, Switzerland. The arbitral proceedings shall be conducted in English.
- 16.8 Clauses 16.9 to 16.15 are applicable *only* if and when English consumer law applies.
- 16.9 In the event of a dispute between MATCH and the Customer, an amicable settlement shall be sought prior to any legal action. To this end, the Customer is asked to contact MATCH customer services (contact details are set out in Clause 16.14 below) and provides his/her last name, address, email, and where appropriate the order number.
- 16.10 The Customer is informed that he/she is also permitted to seek assistance from a consumer mediator in view of amicably resolving disputes over the execution of a sales or service provision contract by traders. To this end, MATCH proposes for the Customer to use the services of ADR Group of The Dounsells, Mores Lane, Brentwood, Essex CM14 5RZ (telephone: 020 3600 5050 and email: consumer-dispute@adrgroup.co.uk).
- 16.11 The consumer mediator may be able to examine a dispute only if MATCH customer services have not replied in a satisfactory manner to the client's written complaint.
- 16.12 The consumer mediator will not be able to examine a dispute if: (i) the request is clearly ungrounded or abusive; (ii) the dispute has been previously examined or is being examined by another mediator or a court; (iii) the Customer has filed the request to the mediator more than one year after sending the written complaint to MATCH; or (iv) the dispute does not fall within its jurisdiction.
- 16.13 The Customer's request should contain the following elements in order to be processed as quickly as possible:
- (i) full name, postal, email and telephone contact details of the Customer, and the full contact details of MATCH; and

- (ii) a brief explanation of the facts and proof that the Customer has first tried to resolve the dispute directly with MATCH without success prior approaching the mediator.
- 16.14 For any information or questions, the Customer may contact MATCH Customers Services telephone number: +44 (0) 20 3763 6130 and email: customerservice@match-hospitality.com.
- 16.15 The European Commission also provides an online dispute resolution platform at the disposal of the Customer for disputes such as the Customer may have with MATCH, which can be found at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.
- 16.16 The Customer agrees to indemnify and hold harmless MATCH and the Event Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:
- (i) any claim by any Guest against MATCH or a Event Authority in connection with any purported breach by MATCH of the Sales Agreement;
  - (ii) any activity conducted by the Customer or any of its Guests which causes damage to MATCH or a Event Authority or to the enjoyment of Hospitality Packages by any other Customer or Guest; and
  - (iii) any activity conducted by the Customer or any of its Guests which infringes the intellectual property rights of MATCH and/or the Event Authority.
- 16.17 A notice under or in connection with the Sales Agreement must be in writing and must be delivered personally or sent by overnight mail delivery service or by PDF attached to an email to the party due to receive the notice. MATCH's address, fax and email details are those specified in the Confirmation of Purchase. The Applicant's address, fax and email details are those specified in the Application Form. Either party may amend such details by written notice to the other party.
- 16.18 The Sales Agreement shall not be amended or modified, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both MATCH and the Customer.

## 17 Definitions

**"Acceptance of Terms and Conditions Box"** means the tick box located on the checkout page which reads substantially as follows: "I hereby accept and will comply with the Sales Regulations, Product Description, Ticket GTCS, Venue Rules and other requirements of the Application Process and Application Form."

**"Applicant"** means any legal entity or individual wishing to purchase a Hospitality Package via the Webshop.

**"Application Form"** means the online order form for the application of Hospitality Packages on the Webshop.

**"Application Process"** means the online application process under which the Applicant applies for Hospitality Packages on the Webshop.

**"Confirmation of Purchase"** means the document emailed to the Customer confirming the purchase of a Hospitality Package and providing details of such purchase.

**"Customer"** means any legal entity or individual duly identified in the Confirmation of Purchase, which has acquired a Hospitality Package.

**“Event”** means the **THE BRITISH SUPERBIKE** to be held at the Venue on such dates in 2023 the provisional date for which will be notified by MATCH to the Applicant/Customer, not less than 10 months before each event respectively and such date will subsequently be confirmed once ratified by the FIA and (b) all other motorsport events, festivals or events of any other description held at the Venue.

**“Event Authority”** means any out of Silverstone, the Event rights holder, the Venue management and/or any governmental entity responsible for safety and security in connection with the Event, and their respective employees, volunteers, agents, representatives, officers and directors.

**“Force Majeure Event”** shall mean a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, act of terrorism, rebellion, strikes, lock-outs or other industrial disputes, any epidemic or pandemic, acts of governments or other prevailing authorities, or any other similar or related event which is beyond the control of Silverstone or another Event Authority.

**“Guest”** means any individual invited by the Customer and to whom a Customer provides a Hospitality Package which has been sold to the Customer by MATCH.

**“Hospitality Access Pass”** means the pass, badge, wristband or other device which may be issued entitling the holder (being only the Customer or a Guest) to access Hospitality Facilities.

**“Hospitality Facility”** means any location or facility either offsite or at the site of the Venue to which Customers and Guests are admitted, by virtue of the rights afforded by a Hospitality Package, to enjoy the provision of official Event hospitality services and benefits.

**“Hospitality Package”** means any official hospitality package comprising a Ticket and certain race-day hospitality benefits and services to be provided at any Hospitality Facility in connection with the Event. Where stated in the Product Description Hospitality Packages may include park and ride services but otherwise do not include services or benefits provided other than at a Hospitality Facility, such as (without limitation) ground transportation, air travel or accommodation services.

**“MATCH”** means MATCH Hospitality AG (UK branch office) of The Gatehouse, 16 Arlington Street, London, SW1A 1RD.

**“MATCH Sales Agent”** means any third-party sales agent appointed by MATCH to provide certain sales services to MATCH in connection with the sale of Hospitality Packages.

**“Product Description”** means the description of each Hospitality Package, or series of Hospitality Packages which are the subject of any Confirmation of Purchase.

**“Sales Agreement”** means the agreement between MATCH and the Customer for the purchase of Hospitality Packages, as more fully described in Clause 4.

**“Sales Regulations”** means these regulations governing the sale via the Webshop and use of Hospitality Packages.

**“Silverstone”** means Silverstone Circuits Limited incorporated and registered in England and Wales with company number 00882843, whose registered office is at Silverstone Circuit, Towcester, Northamptonshire, United Kingdom, NN12 8TN.

**“Ticket”** means any ticket (in whatever form the Event Authority may decide including paper ticket or e-ticket) which is issued by the Event Authority (or a third party authorised by the Event Authority) and which entitles its holder to access the Venue and to a seat within a specific area of the Venue (but which may not guarantee a designated seat location) on the date specified on the ticket.



**“Ticket GTCs”** means the Event Ticket terms and conditions (as may be updated from time to time), representing the general terms and conditions issued by the Event Authority which apply to the use of any and all Tickets, which are, among others, binding on, and enforceable against, any person purchasing, holding or using a Ticket, including any Ticket being part of a Hospitality Package.

**“Venue”** means means the premises where the Events are to take place, which are situated at Silverstone Circuit, Towcester, Northamptonshire, NN12 8TN.

**“Venue Rules”** means the rules, regulations and bylaws of the Venue which set out the terms of each guests’ access to the Venue, as may be updated from time to time.

**“Webshop”** means the online sales shop for Hospitality Packages under which Applicants can apply for Hospitality Packages.

**MATCH HOSPITALITY AG**

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VAT No: GB152 8509 06

## 2023 BENNETTS BRITISH SUPERBIKE CHAMPIONSHIP

### RIDERS LOUNGE

Riders Lounge boasts one of the most iconic locations in motor racing, with a view along Wellington Straight and into the famous Brooklands and Luffield corners. Soak up one of Silverstone's best settings and one of the most exciting stretches of the race from the premium outdoor terrace.

### **PACKAGE INCLUDES:**

- Balcony views over Wellington Straight, Brooklands and Luffield providing a comprehensive viewing experience
- Live race coverage on inside TV screens
- All-day grazing menu which includes breakfast rolls, gourmet two-course buffet
- lunch, light afternoon tea and an assortment of snacks throughout the day
- Complimentary bar service with a wide selection of wines, beers, soft drinks, and hot beverages
- Compère: Hosted by a motorsport industry legend
- Hosting staff
- Optional cash bar available for premium spirits and Champagne
- Reserved hospitality parking