

TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) govern the purchase or complimentary supply of Ferrari Formula 1® Paddock Club passes (“Passes”) at the desired grand prix location stated on the Passes (“the Grand Prix”) by a Member (“Holder(s)”) through VistaJet Limited or VistaJet US Inc. (each an “Organizer”). By submitting a request for the purchase or supply of Passes, the Holder agrees to these Terms. For the avoidance of doubt, the terms and conditions relating to the Pass (including access to Grand Prix events) are stipulated by Ferrari Formula 1®.

1. Agreement of the Parties.

1.1 The Organizer acts as agent on behalf of the Holder to secure Passes directly from Ferrari Formula 1®.

1.2 If Holder purchases Pass(es) on behalf of another person (a “Guest”), Holder accepts these Terms also on behalf of that Guest and shall remain responsible for all payments due for the Pass(es).

2. Pass requests.

2.1. Submission and Confirmation.

- i. Pass request must be submitted via email in order to receive a 10% discount on such Passes. For the avoidance of doubt, such requests will be processed subject to availability.
- ii. Pass requests are considered confirmed only upon written confirmation from the Organizer.

2.2. Details Required. The Holder Pass request in clause 2.1.i above must confirm the following details:

- i. The Grand Prix event(s) it wishes to attend.
- ii. The number of Passes that the Holder wishes to purchase for each Grand Prix event.
- iii. The Holder confirms it is a current Program or VJ25 Member and has an active Program or VJ25 Agreement (each, a “Program Agreement”) and that such Program Agreement remains in force during 2025.

2.3. Payment for Purchased Passes.

- i. Holder acknowledges that all amounts due and owing when booking one or more Passes will be settled through an invoice submitted by the Organizer pursuant to Section H of their Program Agreement. The Organizer will send the invoice to Holder which is subject to the invoice payments terms set out in the Program Agreement.
- ii. Pass requests requiring payment will be invoiced upon confirmation under clause 2.1.ii above. Payment must be made by Holder within fourteen (14) days of the invoice date or immediately if the event date is less than fourteen (14) days away.
- iii. Failure to pay on time will result in the release of reserved Passes.

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2.4 Non-Refundable and Non-Transferable. Passes are non-refundable and non-transferable unless otherwise specified in the Terms.

3. Refund and Cancellation Policy.

3.1. Refund Policy. Passes purchased through the Organizer are non-refundable under any circumstances.

3.2. Cancellation by Holder. If the Holder cancels their Pass request after the Organizer has secured the Pass(es), the Holder remains liable for 100% of the cost of the Pass(es).

3.3. Event Alterations. Events may be delayed, interrupted, rescheduled, or postponed. The Organizer will make reasonable efforts to inform Holders of changes but is not liable for any associated costs or losses.

4. Issuance of Passes.

4.1 Pass Collection. The Organizer will notify the Holder (either directly or through a Ferrari Formula 1® Paddock Club contact) of the location and time for Pass collection. Identification may be required.

4.2 Lost Passes. Lost Passes will not be refunded or replaced.

4.3 Travel, Accommodation, and Expenses. Organizer shall not be responsible for arranging or covering travel (save to the extent covered by clause 2.3.i), hotel accommodation, or any other expenses incurred by the Holder to attend the Grand Prix event, unless otherwise expressly specified in writing. Any such arrangements or costs are the sole responsibility of the Holder.

5. Privacy Policy. The collection, use, and processing of personal data of natural persons related to these terms is governed by the following Privacy Policy available at <https://www.vistajet.com/privacy-policy/> ("Privacy Policy").

6. Film, Photography, and Audio Recording.

- i. Personal photo, video, and/or audio recording is permitted in public spaces at a Grand Prix event for private, non-commercial use, provided it does not obstruct free movement or public enjoyment in any way.
- ii. By attending a Grand Prix event, the Holder acknowledges and agrees that Organizer may capture photography, videography, and/or audio recordings of attendees during a Grand Prix event. These materials may be used for marketing, promotional, and other commercial purposes. If the client has any concerns regarding this use, please contact the Organizer in advance of a Grand Prix event.

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7. Breach and Default.

7.1 Consequents of Breach.

If the Holder and/ or Guests commits any breach of these Terms, then on the giving of notice by Organizer to the Holder at any time after the occurrence of such breach:

- i. the Holder shall be deemed to have forfeited its rights but not its obligations under these Terms; and
- ii. Organizer may cancel the Pass(es) without refund and deny further access to events.

7.2. Disputes. The Organizer cannot enter into any correspondence or discussion with the Holder relating to the Pass terms and conditions; the Pass terms and conditions are stipulated by Ferrari Formula 1[®] and any query or dispute relating thereto must be raised exclusively and directly with Ferrari Formula 1[®].

8. Miscellaneous.

8.1. Governing Law. These Terms are governed by, and incorporate by reference, the choice of law and forum provisions of the Program Agreement.

8.2. Loss or Liability. The Organizer cannot accept financial or other responsibility for any loss or liability incurred as a result of:

- i. Any damage to or loss of Holder's property whilst at the Grand Prix.
- ii. Any refusal (whether by Ferrari Formula 1[®], by the Grand Prix event organizer or otherwise) to grant the Holder access to any of the events, services or facilities contemplated by the Pass or any withdrawal thereof.

8.3 Entire Agreement. These Terms, along with any documents or agreements referenced in these Terms, constitute the entire agreement between the Organizer and the Holder regarding the request, purchase, supply and use of Passes.