

FORTIUS AG

General Sales Regulations and House of AC37 Code of Conduct

("General Sales Regulations")

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

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1. INTRODUCTION

- 1.1. Capitalised but as yet undefined terms in this Section 1 shall have the meaning given to them in Section 3.
- 1.2. FORTIUS is a joint venture and co-owned by DAIMANI AG, a DAIMANI Entity, and Dentsu Sports International, a DENTSU Entity.
- 1.3. Based on Our appointment by ACE (America's Cup Event) Barcelona S.L., We operate the House of AC37 during the entire AC37 Period and promote, market and sell Hospitality Packages for the Hospitality For Sale Programme. As part of Our mandate, we invite Customers to submit their offer to purchase Hospitality Packages of their liking.
- 1.4. By advertising, marketing, selling and/or promoting Hospitality Packages for AC37 through the Application Process, while using sample drawings not reflecting the final set-up of the House of AC37, We represent that all information that is disclosed on the Marketplace and in the Sales Brochure is accurate, complete and correct.

2. EXECUTIVE SUMMARY

- 2.1. FORTIUS invites individuals and entities to purchase Hospitality Packages of the Hospitality For Sale Programme for the Louis Vuitton 37th America's Cup with respect to all or single AC37 Stages or individual Race Day Packages. All information in relation to the Hospitality Packages and Prices are set out on the Marketplace and in Our Sales Brochure.
- 2.2. All general public sales will be handled based on these General Sales Regulations through an online and offline application process and are subject to the approval by ACE Barcelona. You may inform us about the Hospitality Packages of Your interest and submit Your or via an Order Form provided by Us.
- 2.3. During Your visit to the House of AC37 on a Race Day, You will be permitted to leave the House of AC37 during the Hospitality Servicing Hours and will be re-admitted on the same Race Day.
- 2.4. If AC37 is cancelled in its entirety, if all Race Days of an AC37 Stage for which You purchase a Hospitality Package are cancelled or if We are prevented from providing any Hospitality Services for reasons beyond Our control, You are entitled to a full refund of the Price.

We will notify You as soon as possible of the cancellation or rescheduling of an entire Race Day.

If a Race Day of an AC37 Stage for which You purchase a Hospitality Package is cancelled or rescheduled for any reason, Your Hospitality Package will remain valid for the rescheduled Race Day.

If a Race Day for which You purchase a Race Day Package is cancelled or rescheduled for any reason, depending on the time when We notify You of the cancellation or rescheduling of an entire Race Day, FORTIUS may offer to You: (a) either a full refund of the Price deducted only by a ten percent (10%) administration fee; or (b) to receive a Race Day Package for an alternative, later Race Day of the same or a different AC37 Stage; or (c) to enjoy the Hospitality Services (or parts thereof) during the originally scheduled, but cancelled or rescheduled Race Day without any live AC37 Race action in which case You are entitled to a refund of forty percent (40%) of the Price.

- 2.5. You are not permitted to resell or offer for resale the Hospitality Package(s) to any third party at a usurious price exceeding 120% of the Price of the relevant Hospitality Package. In any case, if You resell the Hospitality Package(s) to any third party, You are solely responsible to forward, in a timely manner, any notifications received by FORTIUS in relation to the cancellation or rescheduling of Race Days or any related offers made by FORTIUS to the third party purchasing the Hospitality Package(s) from You and to any Guests. FORTIUS will not directly engage with any such third party and/or any Guests and will not assume any liability for an omission to forward, in a timely manner, any notification by FORTIUS or any decisions taken by a third party and/or Guests.
- 2.6. This executive summary serves Your convenience only. WE RECOMMEND YOU READ THE DETAILED TERMS OF THESE HOSPITALITY PRE-SALES REGULATIONS PRIOR TO PLACING YOUR ORDER. In case of any discrepancy between this executive summary and the detailed terms of these Hospitality Pre-Sales Regulations as set out below, the terms of Sections 3 to 9 shall always prevail.

3. DEFINITIONS AND INTERPRETATIONS

- 3.1. In these General Sales Regulations, the following words shall have the following meanings and are defined as follows:

“AC37” means the 37th edition of the Louis Vuitton America’s Cup held in Barcelona, including all AC37 Events, and Ancillary Events, organised by, or on behalf of, the AC37 Parties during the AC37 Period.

“AC37 Affiliates Hospitality Programme” means the hospitality programme for AC37 and all or some AC37 Events under which ACE Barcelona, AC37 Event Limited and/or the Competitors, including the Emirates Team New Zealand and Ineos Britannia, provide certain hospitality services at the AC37 Club for their respective commercial partners, guests and the yachting teams representing of the Competitors, including all or some of the ACE Barcelona Affiliates. The AC37 Affiliates Hospitality Programme is not organized by, or under the control of, FORTIUS.

“AC37 Club” means the pavilion and any further structures connected therewith which is temporarily constructed by ACE Barcelona at the Venue as part of the Hospitality Village that is required for the provision of the AC37 Affiliates Hospitality Programme.

“AC37 Event Limited” means America’s Cup Event Limited with business seat at 168 Beaumont Street, Auckland, (1010) New Zealand, being the organizer of AC37.

“AC37 Events” means all events, including all AC37 Races, organised by, or on behalf of, ACE Barcelona to determine the yacht club that will become the holder of AC37, including:

- (a) the America’s Cup Final Preliminary Regatta;
- (b) the Louis Vuitton Cup;
- (c) the Louis Vuitton 37th America’s Cup Match;
- (d) the Unicredit Youth America’s Cup; and
- (e) the Puig Women's America’s Cup.

“AC37 Marks” means the official logo, the official mascot (if any) and the official title of AC37, including all AC37 Races and Ancillary Events.

“AC37 Parties” means collectively ACE Barcelona, AC37 Event Limited and all further individuals and/or entities holding, by virtue of the AC37 Protocol, the authority over the manner in which AC37, including all AC37 Events and Ancillary Events, are staged and organised.

“AC37 Period” means the Period commencing on 22 August 2024 and concluding the latest on 27 October 2024 (i.e. or such earlier date when the overall winner of the Louis Vuitton 37th America’s Cup Match is determined), during which all AC37 Events are held, including all Race Days, Guaranteed Race Days and Non-Guaranteed Race Days scheduled during the AC37 Period.

“AC37 Protocol” means the protocol governing AC37, including all racing rule and further AC37-related document issued and amended from time to time by AC37 Event Limited as well as any further AC37-related documents and decisions issued by any AC37 Party from time to time.

“AC37 Races” means the individual races taking place in the Race Area on a Race Day as part of the AC37 Events.

“AC37 Racing Schedule” means the official race schedule of AC37 as issued by the AC37 Parties, setting out the dates on which all AC37 Races are planned to, or may, be held, including all calendar days initially foreseen to be used as Race Days, Non-Race Days and Reserve Days. The AC37 Racing Schedule may be altered by the AC37 Parties from time to time.

“AC37 Stage” means, individually or collectively, all stages of AC37 as determined by the AC37 Parties in accordance with the AC37 Protocol, including the:

- (a) Final Preliminary Regatta Stage;
- (b) All three (3) LVC Stages;
- (c) Louis Vuitton 37th America’s Cup Match Stage;
- (d) Unicredit Youth America’s Cup; and
- (e) Puig Women's America’s Cup.

“AC37 Website” means the official website of AC37 (currently <https://www.americascup.com>), including all other domains and official media platforms and digital channels created and/or registered by, or on behalf of, the ACE Barcelona for AC37, such as Facebook, Twitter/X, Google+, YouTube, Flickr, etc. or blogs, websites, apps or similar media tools.

“Accepted Card” means a credit or debit card accepted by the Us for the payment of the Price.

“ACE Barcelona” means ACE Barcelona S.L., an entity affiliated to AC37 Event Limited which was established by the Defender as the sole event authority for AC37 and being exclusively responsible for the planning, management and operational delivery of AC37, including all AC37 Races and Ancillary Events. ACE Barcelona has its business seat at World Trade Centre, East Building, 5th floor, 08039 Barcelona, Spain.

“ACE Barcelona Affiliate” means any entity nominated by ACE Barcelona:

- (a) to which ACE Barcelona, AC37 Event Limited and/or the Defender or their respective appointees have granted, or will grant, any sponsorship rights, merchandise licensing rights or media rights in relation to AC37,
- (b) which ACE Barcelona, AC37 Event Limited and/or the Defender or their respective appointees have appointed as service provider and/or supplier in relation to AC37; and/or
- (c) or authority closely linked to the celebration of the AC37 Events, including the City of Barcelona.

“America’s Cup Final Preliminary Regatta / Final Preliminary Regatta” means a series of AC37 Races held in the Race Area as part of AC37 as determined in the AC37 Protocol.

“Ancillary Event” means any official event which is unrelated to any AC37 Events that is organised and endorsed by the AC37 Parties in connection with AC37 during, or in proximity to, the AC37 Period, including an official opening ceremony, any training and official practice days organised in accordance with the AC37 Protocol for youth and women or any further races not forming part of any AC37 Event.

“Application Process” means the online application process established on the Marketplace and the offline application process using an Order Form as determined by FORTIUS or a FORTIUS Affiliate under which a Customer, directly or through a Hospitality Sales Agent referring the Customer to FORTIUS, applies for the purchase of Hospitality Packages.

“Bad Weather Impact” means the suspension, rescheduling or cancellation of one or more AC37 Races or entire Race Days, the re-scheduling of one or more AC37 Races or entire Race Days to Non Race Days and/or Reserve Days during the relevant Period, due to adverse wind and/or sea conditions, such as the true wind speed (TWS) being expected to be outside of the permitted wind corridor as determined by the AC37 Parties and/or the AC37 Protocol.

“Challenger” means any yacht club whose challenge for AC37 has been accepted by the Defender, and the yachting teams representing of the Competitors.

“Competitor” means the Defender and/or a Challenger, as the context requires.

“Confirmation of Purchase” means the written confirmation issued by FORTIUS in connection with the sale of Hospitality Packages, communicating FORTIUS’ acceptance of the Order submitted by the Customer.

“Customer” means any natural person or legal entity who places an Order to purchase, or purchases, a Hospitality Package from FORTIUS. For the avoidance of any doubt, Customers do not include any Third Party Purchasers and/or Guests.

“DAIMANI Entity” means a legal entity that is (i) a member of the DAIMANI group of companies, including DAIMANI AG (Switzerland); or (ii) completely, or partially, owned or controlled by, controlling or under common control with, DAIMANI AG.

“Defender” means the Royal New Zealand Yacht Squadron Incorporated and Team New Zealand Limited, the Representative Team of Royal New Zealand Yacht Squadron Incorporated in AC37.

“DENTSU Entity” means a legal entity that is (i) a member of the Dentsu group of companies; or (ii) completely, or partially, owned or controlled by, controlling or under common control with, Dentsu Group Inc. (Japan).

“Event Page” means a subpage of the Marketplace dedicated to the advertising, marketing, sale and/or promotion of Hospitality Packages.

“Final Preliminary Regatta Period” means the Period commencing on 22 August 2024 and concluding on 25 August 2024 during which the Final Preliminary Regatta is foreseen to be held, including all Race Days scheduled during such Period.

“Final Preliminary Regatta Stage” means the series of AC37 Races organized to determine the Challengers qualifying for the LVC Stage, including four (4) Race Days.

“Force Majeure Event” means any event affecting the performance of the Sales Agreement arising from or attributable directly or indirectly to any acts, events, omissions or accidents which are beyond the reasonable control of FORTIUS and/or any Venue Authority, including any strike or labour disturbance (except of its own employees or contractors), lockout or other industrial action, fire, failure or shortage of power supplies, satellite or other communication links or technical failure, abnormally inclement climate conditions, flood, lightning, storm, hurricane, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic or other natural physical disaster and any of the following that occurs in Spain: riot, disease, civil commotion or armed conflict, war or terrorist action, rebellion, riot, revolution, insurrection, military coup, nationalization and sanctions and other mandatory adverse acts, orders, rules, regulations or directions imposed by a government and other governmental authorities.

“FORTIUS / We / Our / Us” means FORTIUS AG with business seat at Gartenstrasse 19 in 8002 Zurich, Switzerland.

“FORTIUS Affiliate” means a legal entity, other than FORTIUS, that is (i) a member of the FORTIUS group of companies; or (ii) completely, or partially, owned or controlled by, controlling or under common control with, FORTIUS, including any DAIMANI Entity and any DENTSU Entity, which may be identified on the Event Page or in the Sales Brochure.

“Full AC37 Hospitality Package” means a special Hospitality Package which is valid for all AC37 Races of the America’s Cup Final Preliminary Regatta, the Louis Vuitton Cup, the Louis Vuitton 37th America’s Cup Match, the Unicredit Youth America’s Cup and the Puig Women's America’s Cup, all Race Days during the entire AC37 Period, accessible by use of multiple Hospitality Access Devices, as defined by FORTIUS in the sole discretion and as described on the Event Page or in the Sales Brochure.

“Further Sales Regulations” means any specific sales regulations, others than these General Sales Regulations, governing the terms and conditions issued by FORTIUS, as amended from time to time, for:

- (a) the advertising, marketing, sale and/or promotion of Hospitality Packages during any other sales phase, such as the exclusive presales campaign, via any alternative sales channels other than the Marketplace or offline sales using an Order Form and/or to any specific customer groups;
- (b) the use of Hospitality Packages; and
- (c) the access to, and conduct in, the House of AC37 by Hospitality Access Device Holders.

“General Sales Regulations” means these “General Sales Regulations and House of AC37 Code of Conduct”.

“Guaranteed Race Day” means a Race Day scheduled during a certain Period which, based on the format of the AC37 Events as determined by the AC37 Protocol, is guaranteed to take place independent from the sporting result of earlier AC37 Races of the relevant AC37 Stage, namely:

- (a) all four (4) Race Days during the Final Preliminary Regatta Period;
- (b) all eight (8) Race Days during the LVC Round Robins Period;
- (c) the first three (3) Race Days during the LVC Semi-Final Period
- (d) the first four (4) Race Days of the LVC Final Period;
- (e) the first four (4) Race Days of the Louis Vuitton 37th America’s Cup Match
- (f) all six (6) Race Days during the Unicredit Youth America’s Cup Period; and
- (g) all six (6) Race Days during the Puig Women's America’s Cup Period.

“Guest” means any individual invited by the Customer or a Third Party Purchaser and to whom the Customer or a Third Party Purchaser provides a Hospitality Package.

“Guest Checkout” means the application for purchase, or purchase, of Hospitality Packages by a Guest User.

“Guest User” means any person accessing the Marketplace who applies for the purchase of, or purchases, Hospitality Packages via a Guest Checkout.

“Hospitality Access Device” means the pass, invitation, badge, wristband, other physical device or electronic/digital individual medium issued by FORTIUS which grants its holder access to the House of AC37.

“Hospitality Access Device Holder” means any individual who purchases, holds or uses a Hospitality Access Device.

“Hospitality Combi Package” means a collective combination of Hospitality Packages for multiple AC37 Stages or Periods, individual Race Days (i.e. including Guaranteed Race Days and Non-Guaranteed Race Days) and/or Ancillary Events (if any), accessible by use of multiple Hospitality Access Devices, as described on the relevant Event Page or in the Sales Brochure, including the Full AC37 Hospitality Package.

“Hospitality For Sale Programme” means the hospitality for sale programme for AC37, including all hospitality events and services during the AC37 Period in respect to all AC37 Races, all Race Days and, if so decided by FORTIUS, certain Ancillary Events which is operated by FORTIUS, officially endorsed by ACE Barcelona and AC37 Event Limited and pursuant to which certain Hospitality Packages are made available by FORTIUS for sale to any Customer.

“Hospitality Package” means a hospitality package designed for the Hospitality For Sale Programme that is created, advertised, marketed, sold and/or promoted by Us via the Marketplace, the offline application process or in a different manner, comprising a Hospitality Access Device and the provision of certain Hospitality Services during the entire AC37 Period, a specific AC37 Stage or Period, individual Race Days (i.e. being a Race Day Package for Guaranteed Race Days or Non-Guaranteed Race Days) and/or in connection with Ancillary Events (if any). In case of a Hospitality Combi Package, a Hospitality Package may be part of a special product containing Hospitality Packages to a combination of multiple AC37 Stages or Periods, individual Race Days (i.e. including Guaranteed Race Days and Non-Guaranteed Race Days) and/or Ancillary Events (if any).

“Hospitality Sales Agent” means any third-party appointed by FORTIUS to provide certain services in connection with the sale of Hospitality Packages and Hospitality Combi Packages in certain territories.

“Hospitality Services” means any services, products and/or further benefits being provided as part of a Hospitality Package during the Hospitality Servicing Hours at the House of AC37, including catering, reception, guest hosts, entertainment services or in respect of AC37.

“Hospitality Servicing Hours” means the limited period of time on all Race Days during which the access to the House of AC37 or parts thereof are restricted to Hospitality Access Device Holders for the provision of certain Hospitality Services. The opening hours of the House of AC37 will exceed the Hospitality Servicing Hours. The Hospitality Servicing Hours will be notified to the Customer, are published on the Marketplace and in the Sales Brochure or will be communicated by FORTIUS in such other manner and form as determined by FORTIUS.

"Hospitality Village" means collectively the AC37 Club, the House of AC37 and any further structures connected therewith which are temporarily constructed by ACE Barcelona and/or FORTIUS at the Venue for the provision of the AC37 Affiliates Hospitality Programme and the Hospitality For Sale Programme.

"House of AC37" means the pavilion temporarily constructed by FORTIUS at the Venue as part of the Hospitality Village that is required for the provision of certain Hospitality Services.

"Louis Vuitton 37th America's Cup Match" means a series of AC37 Races held between the Defender and the Challenger resulting from the Louis Vuitton Cup (Challenger Selection Series / LVC).

"Louis Vuitton 37th America's Cup Match Period" means the Period commencing on 12 October 2024 and concluding the latest on 27 October 2024 (i.e. or such earlier date when the overall winner of the Louis Vuitton 37th America's Cup Match is determined), during which the Louis Vuitton 37th America's Cup Match is foreseen to be held, including all Race Days, Guaranteed Race Days and Non-Guaranteed Race Days scheduled during such Period.

"Louis Vuitton 37th America's Cup Match Stage" means the series of AC37 Races between the Defender and the Challenger organized to determine the winner of AC37, including a minimum of four (4) Guaranteed Race Days and three (3) Non-Guaranteed Race Days.

"Louis Vuitton Cup (Challenger Selection Series) / LVC" means a series of AC37 Races held to determine the Challenger that will compete against the Defender in the Louis Vuitton 37th America's Cup Match. The Louis Vuitton Cup is organized in three (3) different LVC Stages.

"LVC Final Stage" means the series of AC37 Races organized to determine the Challenger qualifying for the Louis Vuitton 37th America's Cup Match, including a minimum of four (4) Guaranteed Race Days and three (3) Non-Guaranteed Race Days.

"LVC Final Stage Period" means the Period commencing on 26 September 2024 and concluding the latest on 07 October 2024 (i.e. or such earlier date when the winners of the LVC Final Stage are determined), during which the LVC Final Stage is foreseen to be held, including all Race Days, Guaranteed Race Days and Non-Guaranteed Race Days scheduled during such Period.

"LVC Period" means the Period commencing on 29 August 2024 and concluding on 07 October 2024 during which all three (3) LVC Stages are foreseen to be held, including all Race Days, Guaranteed Race Days and Non-Guaranteed Race Days scheduled during such Period.

"LVC Round Robins Period" means the Period commencing on 29 August 2024 and concluding on 11 September 2024 during which the LVC Round Robins Stage is foreseen to be held, including all Race Days scheduled during such Period.

"LVC Round Robins Stage" means the series of AC37 Races organized as part of AC37 to determine the top four (4) placed Challengers qualifying for the LVC Semi-Finals Stage, including eight (8) Guaranteed Race Days.

"LVC Semi-Finals Period" means the Period commencing on 14 September 2024 and concluding the latest on 23 September 2024 (i.e. or such earlier date when the winners of the LVC Semi-Finals Stage are determined), during which the LVC Semi-Finals Stage is held, including all Race Days, Guaranteed Race Days and Non-Guaranteed Race Days scheduled during such Period.

“LVC Semi-Finals Stage” means the series of AC37 Races organized to determine the top two (2) placed Challengers qualifying for the LVC Final Stage, including a minimum of three (3) Guaranteed Race Days and two (2) Non-Guaranteed Race Days.

“LVC Stage(s)” means, individually or collectively, the three (3) different stages of the Louis Vuitton Cup, being:

- (a) the LVC Round Robins Stage;
- (b) the LVC Semi-Finals Stage; and
- (c) the LVC Final Stage.

“Marketplace” means the online sales facility established by FORTIUS and/or any of the FORTIUS Affiliates on which Hospitality Packages are advertised, marketed, sold and/or promoted.

“Non-Guaranteed Race Day” means a Race Day scheduled during a certain Period which, based on the format of the AC37 Events as determined by the AC37 Protocol, will only take place depending on the sporting result of earlier AC37 Races of the relevant AC37 Stage, namely:

- (a) the fourth (4th) and fifth (5th) Race Day during the LVC Semi-Final Period (i.e. on which the potential AC37 Races no. 6 to 9 of each pairing of the LVC Semi-Final Stage may be held);
- (b) the fifth (5th), sixth (6th) and seventh (7th) Race Day of the LVC Final Period (i.e. on which the potential AC37 Races no. 8 to 13 of the pairing of the LVC Final Stage may be held); and
- (c) the fifth (5th), sixth (6th) and seventh (7th) Race Day of the Louis Vuitton 37th America’s Cup Match Period (i.e. on which the potential AC37 Races no. 8 to 13 of the pairing of the Louis Vuitton 37th America’s Cup Match Stage may be held).

“Non-Hospitality Guest” means any individual other than a Hospitality Access Device Holder who accesses the House of AC37 outside of the Hospitality Servicing Hours.

“Non-Race Day” means a calendar day during the AC37 Period on which, based on the AC37 Racing Schedule, no AC37 Races are scheduled to take place. Based on the discretionary decision of the AC37 Parties, in deviation from the AC37 Racing Schedule Non-Race Days may be converted into Race Days.

“Order” means the binding offer by a Customer to purchase the selected Hospitality Packages from FORTIUS.

“Order Confirmation” means the e-mail issued by FORTIUS acknowledging receipt of the Order.

“Order Coupon” means a coupon issued by FORTIUS which can be used by its holder to obtain a rebate in relation to the purchase of a Hospitality Package.

“Order Form” means a hardcopy or electronic Order form prepared and provided by, or on behalf of, FORTIUS, outlining the Hospitality Packages and the scope of the Hospitality Services the Customer may wish to acquire.

“Period” means, individually or collectively, all periods of time relating to the hosting and staging of AC37 as determined by the AC37 Parties in accordance with the AC37 Racing Schedule, including the:

- (a) AC37 Period;
- (b) Final Preliminary Regatta Period;
- (c) LVC Period;
- (d) LVC Round Robins Period;

- (e) LVC Semi-Final Period;
- (f) LVC Final Period;
- (g) Louis Vuitton 37th America's Cup Match Period
- (h) Unicredit Youth America's Cup Period; and
- (i) Puig Women's America's Cup.

"Price" means the aggregate price of a Hospitality Package or Hospitality Combi Package as detailed on the relevant Event Page, in the Sales Brochure or as otherwise notified by FORTIUS as part of the Confirmation of Purchase.

"Privacy Policy" means the policy set out at <https://www.fortiusworld.com/en/global/legal/privacy-policy> issued by FORTIUS as amended from time to time that explains and governs the ways FORTIUS gathers, uses, discloses, and manages the Customer data, including personal data.

"Puig Women's America's Cup" means a series of AC37 Races organised in accordance with the AC37 Protocol and held by competing women's yachting teams.

"Puig Women's America's Cup Period" means the Period commencing on 05 October 2024 and concluding on 13 October 2024 during which the Puig Women's America's Cup Stage is foreseen to be held, including all Race Days scheduled during such Period.

"Puig Women's America's Cup Stage" means the series of AC37 Races organized to determine the winner of the Puig Women's America's Cup, including six (6) Guaranteed Race Days on which the AC37 Races of the qualification series, the final series and the final match race of the Puig Women's America's Cup are held.

"Race Area" means the sea area off the City of Barcelona where the AC37 Races take place.

"Race Day" means a calendar day on which one or more AC37 Races are actually held.

"Race Day Package" means a Hospitality Package comprising Hospitality Services provided in connection with one (1) specific Race Day during the AC37 Event Period as defined by FORTIUS as detailed on the relevant Event Page, in the Sales Brochure or in such other manner and form as determined by FORTIUS. A Race Day Package may be sold for Guaranteed Race Days and Non-Guaranteed Race Days.

"Registered User" means a Customer holding a User Account.

"Reserve Day" means a calendar day during the AC37 Period on which, based on the AC37 Racing Schedule, no AC37 Races are scheduled to take place but which is reserved as an alternative day to hold AC37 Races if necessary. Based on the discretionary decision of the AC37 Parties, in deviation from the AC37 Racing Schedule, Reserve Days may be converted into Race Days.

"Rules of Conduct" means the terms and conditions set out in Section 8 governing the applicable safety and security measures and further rules for the conduct which are binding for any Hospitality Access Device Holder with respect to the access to, and stay in, the House of AC37 during the AC37 Period, including all Race Days, Non-Race Days and Reserve Days.

"Sales Agreement" means a legally binding agreement for the sale of Hospitality Packages that is entered into between FORTIUS and the Customer.

“Sales Brochure” means the brochure using sample drawings not reflecting the final set-up of the House of AC37, as issued by FORTIUS in connection with the advertising, marketing, sale and/or promotion of Hospitality Packages.

“User Account” means the account of a Registered User on the Marketplace.

“Table” means an individual table located inside of the House of AC37. FORTIUS will assign Tables to Hospitality Access Device Holders, subject to availability and on a first-come-first-served basis.

“Third Party Purchaser” means any natural person or legal entity who purchases a Hospitality Package or Hospitality Access Device from a Customer or to whom a Hospitality Package or Hospitality Access Device is transferred by the Customer.

“Unicredit Youth America’s Cup” means a series of AC37 Races organised in accordance with the AC37 Protocol and held by competing youth yachting teams.

“Unicredit Youth America’s Cup Period” means the Period commencing on 17 September 2024 and concluding on 26 September 2024 during which the Unicredit Youth America’s Cup Stage is foreseen to be held, including all Race Days scheduled during such Period.

“Unicredit Youth America’s Cup Stage” means the series of AC37 Races organized to determine the winner of the Unicredit Youth America’s Cup, including six (6) Guaranteed Race Days on which the AC37 Races of the qualification series, the final series and the final match race of the Unicredit Youth America’s Cup are held.

“Venue” means, individually and collectively, all venues used for AC37 which are located in Moll de la Marina in the City of Barcelona, comprising the Hospitality Village, the fan zone, public areas, all berthage areas, water space, airspace and all other related areas as determined by the AC37 Parties and/or the Venue Authorities:

- (a) controlled by, or on behalf of, ACE Barcelona pursuant to its arrangements with the Venue Authorities; and/or
- (b) designated as part of the Venue for AC37 pursuant to ACE Barcelona’s arrangements with the Venue Authorities (whether or not controlled by or on behalf of ACE Barcelona).

“Venue Authorities” means the AC37 Parties and all competent municipal authorities of the City of Barcelona, further governmental authorities and other persons with which ACE Barcelona contracts for the availability and use of the Venues, including the Hospitality Village.

“Venue Rules” means the terms and conditions governing the applicable safety, security and other rules of conduct adopted by any applicable Venue Authority as amended from time to time and describing how Hospitality Access Device Holders and further individuals attending AC37 or a single Race Day, Non-Race Day or Reserve Day in a Venue shall conduct themselves.

- 3.2. The headings in these General Sales Regulations are for convenience only and shall not affect their interpretation.
- 3.3. Any references to Sections are, unless otherwise stated, references to sections of these General Sales Regulations.
- 3.4. Any references to “include”, “such as” or “in particular” (or similar) are to be construed as being inclusive without limitation.

- 3.5. Any reference in these General Sales Regulations to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 3.6. Where the context dictates in these General Sales Regulations, the singular shall include the plural and vice versa and any gender includes the other gender.
- 3.7. Any references to “days” mean actual days, not working days, unless otherwise specified in these General Sales Regulations. Any references to “working days” means any day which is not a Saturday, Sunday or a public holiday in Zurich, Switzerland

4. PURPOSE AND APPLICABILITY OF GENERAL SALES REGULATIONS

These General Sales Regulations apply to, and govern:

- (i) the advertising, marketing, sale and/or promotion of Hospitality Packages to Registered Users, Guest Users and further Customers via the online and offline Application Process, using an Order Form as determined by FORTIUS or a FORTIUS Affiliate;
- (ii) the use of Hospitality Packages; and
- (iii) the access to, and conduct in, the House of AC37 by Hospitality Access Device Holders and Non-Hospitality Guests, as specified hereunder.

5. SALE OF HOSPITALITY PACKAGES

5.1. Acceptance of Sales Terms

- 5.1.1. By completing the Application Process and clicking the ‘Acceptance of Terms and Conditions Box’ or by submitting a signed and completed Order Form to FORTIUS in such manner as determined by FORTIUS, each Customer confirms that it has read, understood and accepted, and agrees to be irrevocably and unconditionally bound by, these General Sales Regulations, including the Rules of Conduct and the Venue Rules. These General Sales Regulations shall, in any case, prevail over any other terms that the Customer may seek to impose or incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by FORTIUS.
- 5.1.2. Each Customer acknowledges and agrees that FORTIUS reserves the right to amend the manner in which the Customer is invited to submit an Order for the purchase of Hospitality Packages via the Application Process. FORTIUS will publish such updated version of these General Sales Regulations on the relevant Event Page or together with the Sales Brochure and may notify the Customers in such manner and form as determined by FORTIUS. Any such updated version of these General Sales Regulations will become legally effective immediately upon publishing or notification of the changed, specified, enhanced and/or modified version of these General Sales Regulations. Each Customer agrees to accept and comply with any updated version of these General Sales Regulations. In the event of any discrepancy between these General Sales Regulations and the updated terms for the purchase of Hospitality Packages, the updated terms for the purchase of Hospitality shall prevail and will be applied to resolve all questions of interpretation and application with respect to any matters regarding the sale and use of the Hospitality Packages.

- 5.1.3. Furthermore, each Customer acknowledges and agrees that FORTIUS may:
- (i) sell Hospitality Packages in different sales phases, such as the exclusive presales campaign, via different sales channels and/or to various customer groups governed by Further Sales Regulations as specific sales terms and conditions issued by FORTIUS from time to time; and
 - (ii) may modify these General Sales Regulations from time to time.
- FORTIUS has published, or will publish, such Further Sales Regulations applicable for the respective sales phase, the sale of Hospitality Packages via a different sales channel and/or to a specific customer group on the Marketplace or by other means and may notify the Customers in such manner and form as determined by FORTIUS.
- 5.1.4. In the event of any discrepancy between these General Sales Regulations and any Further Sales Regulations governing other sales phases, different sales channels and/or various customer groups, with respect to the regular advertising, marketing, sale and/or promotion of Hospitality Packages via the Marketplace or through any further offline application process using an Order Form, not during a specific sales phase and/or to a specific customer group, both as determined by FORTIUS, these General Sales Regulations shall prevail and shall remain entirely unaffected from such specific sales terms and condition.

5.2. Application Process

- 5.2.1. In the offline Application Process, based on the Customer's information about the Hospitality Packages of its interest, FORTIUS will provide the Customer with an Order Form outlining the Hospitality Packages (together with the Price, payment conditions and other relevant information) requested by the Customer either (i) in form of a hardcopy or (ii) in such other manner as determined by FORTIUS.

In the online Application Process, FORTIUS will provide access to a dedicated Event Page displaying the Hospitality Packages for sale (together with the Price, payment conditions and other relevant information).

- 5.2.2. The (online or offline) Order Form made available by FORTIUS is the only means through which a Customer may request to purchase specified Hospitality Packages. The Order Form is the invitation to the Customer to place its Order for the purchase of Hospitality Packages. The Order Form, any information stated therein, or any other order form provided by FORTIUS for the Customer to complete will not, under any circumstances, constitute an offer or public offer by FORTIUS.
- 5.2.3. If a Customer:
- (i) in the offline Application Process signs a completed Order Form and returns it to FORTIUS,
 - (ii) in the online Application Process via the dedicated Event Page:
 - (a) accesses the dedicated Event Page;
 - (b) selects some Hospitality Packages;
 - (c) in case of a Guest User, provides its personal data, including name or company name, postal address and contact information;
 - (d) in case of a Registered User, signs in as a Registered User;
 - (e) inputs its Order Coupon (if applicable);
 - (f) clicks all 'Acceptance of Terms and Conditions Box(es)' as required on the dedicated Event Page (i.e. relating to these General Sales Regulations, the Privacy Policy and the Website Use Terms and Conditions); and
 - (g) completes and submits an Order to the WebApp by clicking the "Order Now" button,

the signed or uploaded Order Form will be construed as the Customer's Order and completes the Application Process (i.e. constituting an irrevocable and binding offer by the Customer to FORTIUS to purchase the Hospitality Packages described therein).

- 5.2.4. Upon its submission to FORTIUS, a completed, signed or uploaded Order Form, FORTIUS will send the Customer an Order Confirmation. The receipt of the Order Confirmation does not guarantee the availability, or the acceptance by FORTIUS of the purchase, of the Hospitality Packages which the Customer ordered. The submission of a signed or uploaded Order Form to FORTIUS constitutes an irrevocable and binding offer by the Customer to FORTIUS to purchase one or more Hospitality Packages for which the Customer has applied. Such offer may be accepted or rejected by FORTIUS at its sole discretion. Any template Order Form, any other order form provided by FORTIUS, a FORTIUS Affiliate or Hospitality Sales Agent on behalf of FORTIUS to the Customer, or any other information stated on the Marketplace or as part of the product description will not, under any circumstances, constitute an offer or public offer by FORTIUS, by a FORTIUS Affiliate and/or a Hospitality Sales Agent.
- 5.2.5. FORTIUS, in its sole discretion, may elect to formally accept the Customer's offer, by issuing its written Confirmation of Purchase within seven (7) days of receipt of the Order. In the absence of any Confirmation of Purchase after the expiry of this seven (7) day period, the offer represented by the Order will be deemed to be rejected by FORTIUS. Neither the completion of the Order Form, nor the submission of the Order by the Customer guarantees the availability, or the acceptance by FORTIUS of the purchase, of the Hospitality Packages which a Customer has ordered. The receipt of the Confirmation of Purchase by the Customer constitutes the conclusion of the Sales Agreement.
- 5.2.6. FORTIUS may impose a limit on Hospitality Packages which a Customer may purchase whether by reference to:
- (i) quantities; and/or
 - (ii) monetary value.
- Furthermore, each Customer acknowledges and agrees that ACE Barcelona reserves the right to veto the purchase of the Hospitality Packages which a Customer has ordered in its entirety or in part.

5.3. Order

- 5.3.1. The Order Form is made available by FORTIUS, by a FORTIUS Affiliate or ACE Barcelona on behalf of FORTIUS. The Customer is solely responsible for the accurate content of its Order, including the correct completion and provision of all information required by FORTIUS under the Application Process, such as the full completion and timely submission of the Order. FORTIUS reserves the right to reject any applications which are incomplete, incorrect or outdated.
- 5.3.2. Neither FORTIUS, nor a FORTIUS Affiliate, nor any of the AC37 Parties shall be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, lost or incomplete applications or failure to communicate with any Customer by e-mail due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Customer's e-mail.
- 5.3.3. Any acceptance by FORTIUS is based on the assumption that all information provided by the Customer as part of its Order is fully accurate and correct. In the event that, at any time subsequent to FORTIUS' acceptance of the Customer's Order, FORTIUS detects:
- (i) in the content provided by the Customer any inaccuracy or deviation from FORTIUS' standard for the Order; and/or

(ii) that the Customer, any Third Party Purchaser and/or any of their Guests, has been banned from attending any public events, such acceptance shall not be deemed nor construed as FORTIUS' acceptance of such inaccuracy or deviation from the standard Order form and FORTIUS may, fully or partially, cancel the Hospitality Packages allocated to the Customer and, fully or partially, terminate the Sales Agreement.

5.3.4. If an Order is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Order agrees, represents and warrants to FORTIUS that he or she has the legal capacity and authority to bind the company or legal entity indicated in the Order. The individual agrees, represents and warrants to FORTIUS that he or she is of legal age to enter into binding agreements. The Sales Agreement will be entered into by the company or other legal entity and FORTIUS.

5.4. Sales Agreement

A. Sale of Hospitality Packages

5.4.1. FORTIUS is the principal in the sale of Hospitality Packages to Customers and will enter in the Sales Agreement in its own name and own behalf.

5.4.2. In any case, each Sales Agreement shall consist of, and incorporate the terms of the following documents which all form an integral part of the Sales Agreement:

- (i) the Order;
- (ii) the Confirmation of Purchase; and
- (iii) these General Sales Regulations.

Each Sales Agreement will be governed by these General Sales Regulations as published by FORTIUS and in force at the date on which the Customer completes the Application Process and returns the Order Form. FORTIUS may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.

5.4.3. Any other samples, drawings, descriptive matters or advertising issued by FORTIUS, a FORTIUS Affiliate, a Hospitality Sales Agent, a Venue Authority or any other third parties, whether or not available on the Marketplace, and any illustrations or descriptions of the Hospitality Packages and Hospitality Services contained on the relevant Event Page, in the Sale Brochure or further catalogues or brochures of FORTIUS, a FORTIUS Affiliate, a Hospitality Sales Agent, a Venue Authority or any other third parties are issued, displayed or published for the sole purpose of giving an approximate idea of the Hospitality Packages and Hospitality Services, and shall not, under any circumstance, constitute an offer, public offer, representation or warranty by FORTIUS, a FORTIUS Affiliate, a Hospitality Sales Agent, the relevant Venue Authority and/or any other third parties. They shall not form part of the Sales Agreement or have any contractual force.

5.4.4. Subject to the approval by ACE Barcelona, FORTIUS may appoint FORTIUS Affiliates, Hospitality Sales Agents and/or other third parties to assist in the identification of potential Customers and in concluding agreements for the sale of Hospitality Packages. No Hospitality Sales Agent, other third parties or FORTIUS Affiliate has the power or authority to formally accept or commit FORTIUS to any sale of Hospitality Packages and/or to make any representations, commitments, promises, guarantees, warranties or undertakings on their behalf, or in any way bind, them.

B. Use of Hospitality Package and Hospitality Access Device

- 5.4.5. The Customer is permitted to resale, transfer, offer for resale or transfer the Hospitality Package(s) and the Hospitality Access Device(s) included in such Hospitality Package(s), to its Guest(s) and/or any Third Party Purchaser subject to the following cumulative conditions:
- (i) in consideration for the resale or transfer of Hospitality Package(s) and/or the Hospitality Access Devices, the Customer is strictly prohibited to charging any Third Party Purchasers and/or Guests an usurious price, or further form of direct or indirect compensation, exceeding 120% of the Price of the relevant Hospitality Package;
 - (ii) the Customer shall ensure that any Third Party Purchasers and any Guests, including own Guests and Guests of a Third Party Purchaser, are aware that the purchase of the Hospitality Package(s) and the Hospitality Access Device(s) included in such Hospitality Package(s) is subject to these General Sales Regulations, including the Rules of Conduct and the Venue Rules;
 - (iii) the Customer shall ensure that any Third Party Purchasers and any Guests, including own Guests and Guests of a Third Party Purchaser, are provided with a copy of these General Sales Regulations, including the Rules of Conduct and the Venue Rules;
 - (iv) any Third Party Purchasers and any Guests, including own Guests and Guests of a Third Party Purchaser, by accepting the resale or transfer of the Hospitality Packages and/or Hospitality Access Devices from the Customer, agree to be bound by, and comply with, these General Sales Regulations, including the Rules of Conduct and the Venue Rules;
 - (v) the Customer is solely responsible to forward, in a timely manner, to any of its Third Party Purchasers and Guests all notifications received by FORTIUS of:
 - (a) a cancellation or rescheduling of a Race Day; and/or
 - (b) the conversion of Non-Race Days and Reserve Days into Race Days.
 - (vi) in the event of any cancellation or a rescheduling of a Race Day for whatsoever reason for which a Race Day Package has been purchased by the Customer, the Customer is solely responsible to forward to any of its Third Party Purchasers and Guests any of the offers made by FORTIUS pursuant to Sections 5.6.6 and 5.6.7 and to notify to FORTIUS the selection decisions taken by its Third Party Purchasers and/or any Guests of the Customer or the Third Party Purchaser.
 - (vii) without prejudice to these General Sales Regulations, any Third Party Purchasers and any Guests, including own Guests and Guests of a Third Party Purchaser, shall in particular:
 - (a) comply with the prohibition of usurious pricing in relation to any further resale and/or transfer of the Hospitality Packages and/or the Hospitality Access Devices;
 - (b) comply with FORTIUS' and/or any Venue Authority's instructions in respect of the use of the Hospitality Packages and/or the Hospitality Access Devices;
 - (c) not use the Hospitality Packages and/or the Hospitality Access Devices for any commercial or promotional purposes (including any use as a premium, give-away or prize in a competition or sweepstake) and shall comply, in particular, with the terms and conditions set out in Sections 5.4.9 and 5.4.10;
 - (d) not use any AC37 Marks and/or any other marks or logos owned or created by the AC37 Parties, any further Venue Authorities, FORTIUS, any Competitor and/or any athlete participating in AC37; and
 - (e) not undertake any advertising, marketing or promotional activities that in any way do, or are – in FORTIUS' reasonable opinion - intended to, create an association with AC37, any AC37 Events, any Competitor and/or any athlete participating in AC37; and
 - (viii) the Customer agrees and acknowledges that FORTIUS will not directly engage with any Third Party Purchasers and/or any Guests of the Customer or the Third Party Purchaser and will not assume any liability for the omission by the Customer to forward in a timely manner any notification by FORTIUS or decisions taken by the Third Party Purchasers

and/or Guests. The Customer shall indemnify, defend and hold FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent and any Venue Authority (including their affiliates) harmless from any and all losses, claims, liabilities, damages, costs and expenses, including legal fees, resulting from any breach of the above mentioned obligations.

- 5.4.6. In the event that the Customer has resold or transferred any Hospitality Package(s) and/or the Hospitality Access Device(s) included in such Hospitality Package(s), to any Third Party Purchaser, upon request by FORTIUS, the Customer shall notify FORTIUS in writing about the name and contact details of any such Third Party Purchaser and shall provide FORTIUS with all such other information as FORTIUS may reasonably require in relation to the relevant resale or transfer.
- 5.4.7. In the event that a Hospitality Access Device Holder is unable to attend, and benefit from the Hospitality Services on, one or more Race Days for medical reasons (including but not limited to medical reasons in the context of COVID-19), the Customer shall not be entitled to a refund in respect of such Hospitality Access Device and/or Hospitality Package but shall be entitled to resell or transfer such Hospitality Access Device and/or Hospitality Package to such other individual as determined by the Customer, provided that such transfer is carried out in compliance with, and subject to, Sections 5.4.5 and 5.4.6.
- 5.4.8. The Customer shall be solely responsible for distributing the Hospitality Access Device(s) to any of its own Guests and Third Party Purchasers (as applicable).
- 5.4.9. Hospitality Packages and/or Hospitality Access Device(s) must not be:
 - (i) used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purpose; and/or
 - (ii) used as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake;
- 5.4.10. The purchase of a Hospitality Package does not grant the right to, or permit the Customer, the Third Party Purchaser and/or any of their Guests to exercise, any marketing, advertising or promotional rights with respect to AC37, any of the AC37 Parties, the AC37 Events, the AC37 Races, any Race Days, any Competitor, athlete, artist or further official participating in AC37 and/or any Ancillary Event. Customers, Third Party Purchasers, Guests and Hospitality Access Device Holders shall not:
 - (i) run any advertisements or promotions relating to AC37, any of the AC37 Parties, any AC37 Marks, any AC37 Events, any single AC37 Races, any Race Days, any Competitor, athlete, artist and/or further official participating in AC37;
 - (ii) advertise, promote, give away, distribute, sell or offer for sale any product or service from any part of the Venue, the Hospitality Village or the House of AC37 or via the display of overt commercial messages on clothing worn or items brought into the Venue, the Hospitality Village or the House of AC37;
 - (iii) develop, use or register any name, logo, trademark, symbol, service mark or other mark which may be inferred by the public as identifying with AC37, any of the AC37 Parties, any AC37 Events, any single AC37 Races, any Race Days, any Competitor, athlete, artist and/or further official participating in AC37A, or any other affiliated body or event;
 - (iv) promote, sell, display or distribute any promotional, advertising or commercial items or services at the Venue, the Hospitality Village or the House of AC37, such as any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by a FORTIUS or a Venue Authority or, at the entrance of and within the Hospitality Village or the House of AC37, FORTIUS, and any person engaging in such activities is subject to ejection from the Venue, the Hospitality Village and/or House of AC37; or

- (v) exploit any marketing or promotional opportunities in relation to the use of the Hospitality Package(s) and/or Hospitality Access Device(s) including, any display of any Customer's, Guest's or Third Party Purchaser's corporate or business logo, trade mark or trade name.

The Customer expressly acknowledges and agrees the importance of protecting the integrity of AC37, any of the AC37 Parties, any Competitor, athlete, artist and/or further official participating in AC37 from ambush marketing activities and that these entities and/or individuals will suffer a material damage in case of any ambush marketing activities or any violation of these General Sales Regulations. The Customer shall not, and shall ensure that any of its Guests and Third Party Purchasers shall not, hold itself out as a sponsor of, or otherwise associate itself or its name, services or products in any manner whatsoever with AC37, any of the AC37 Parties, any AC37 Marks, any AC37 Events, any single AC37 Races, any Race Days, any Competitor, athlete, artist and/or further official participating in AC37, or any other affiliated body or event. For the avoidance of doubt, no commercial branding whatsoever may be displayed by Customers, Third Party Purchasers, any of their Guests or Hospitality Access Device Holders at the Venue or inside or outside of the Hospitality Village or the House of AC37.

- 5.4.11. All Hospitality Access Devices remain the property of FORTIUS at all times and indicate a personal, revocable license to enter and stay in the House of AC37 on a certain Race Day during the opening hours of the House of AC37. Hospitality Access Devices are valid for the use by the Customer, the Third Party Purchaser and their Guest(s) only if such Customer, the Third Party Purchaser and their Guest(s) fully comply with these General Sales Regulations, including the Rules of Conduct and the Venue Rules.
- 5.4.12. Hospitality Packages and Hospitality Access Devices acquired or used in breach of this Section B of these General Sales Regulations shall be void and all rights conferred therewith shall be cancelled as of right with no right to a refund and any person seeking to use such Hospitality Package and Hospitality Access Devices will be deemed a trespasser. Any person seeking to use a Hospitality Package and/or Hospitality Access Devices obtained in breach of these General Sales Regulations in order to gain or provide access to or remain at House of AC37 will be refused entry or be evicted from the Venue and/or House of AC37 with no right to a refund, and may be liable to further legal action. Any unauthorised sale or transfer of Hospitality Packages and/or Hospitality Access Devices may be reported to the police.
- 5.4.13. Any Hospitality Access Device Holder shall be required, upon request, to give an explanation as to how, from whom and from where they obtained their Hospitality Package(s) and/or Hospitality Access Device(s).

C. Entrance by Hospitality Access Device Holders

- 5.4.14. On Race Days during the Hospitality Servicing Hours the access to the House of AC37 will be permitted exclusively to Hospitality Access Device Holders. During the Hospitality Servicing Hours, the House of AC37 will not be open to public.
- 5.4.15. Any Entrance to the House of AC37 by Hospitality Access Device Holders shall be:
 - (i) subject to compliance with:
 - (a) these General Sales Regulations, including the Rules of Conduct;
 - (b) the Venue Rules;
 - (c) any sanitary measures or policies in place;
 - (d) all applicable laws in place from time to time (whether statutory or otherwise and including health and safety requirements and sanitary measures in the context of COVID-19 or similar reasons) governing access or presence at the Venue, the

- Hospitality Village and the House of AC37, attendance at AC37 and/or any AC37 Events, use of Hospitality Access Devices (i.e. during the Hospitality Servicing Hours), general safety certificate and any special safety certificate applying to the Venue, the Hospitality Village and/or the House of AC37, issued by any Venue Authority or further authority that has jurisdiction or authority in relation to the holding of AC37;
- (e) the instructions, guidelines and policies given by the FORTIUS and/or the Venue Authorities (including the no-smoking policies applicable to the Hospitality Village and the House of AC37 which may permit smoking only in dedicated smoking areas);
- (ii) authorised only upon presentation of a valid Hospitality Access Device per person (regardless of age) during the Hospitality Servicing Hours.; and
 - (iii) where applicable laws stipulate a minimum age for attendance at public events, authorised only to such persons who meet the minimum age requirements.

5.4.16. Hospitality Access Device Holders leaving the House of AC37 during the Hospitality Servicing Hours will be re-admitted on the same Race Day based on the readmission rules applied to the House of AC37.

D. Non-compliance by Hospitality Access Device Holder

- 5.4.17. Any violation by the Customer, any of its Third Party Purchaser(s) and/or any of their Guests of the terms of the Sections B and C above and/or the Rules of Conduct pursuant to Section 8 represents a material breach of the Sales Agreement and these General Sales Regulations by the Customer. In such case:
- (i) FORTIUS is entitled to, fully or partially, terminate with immediate effect the Sales Agreement pursuant to Section 5.11.2;
 - (ii) FORTIUS, the AC37 Parties or the relevant Venue Authority are entitled to exercise their rights pursuant to Sections 5.11.3 and 7.6; and
 - (iii) the Customer shall be directly liable to FORTIUS and the AC37 Parties for any direct and indirect damages suffered by FORTIUS and/or the relevant AC37 Party, including consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

E. General Terms

5.4.18. The Sales Agreement (and the documents referred to therein) represents the sole and complete statement of the respective rights and obligations of FORTIUS and the Customer with regard to the sale by FORTIUS and purchase by the Customer of the Hospitality Packages. The Sales Agreement (and the documents referred to therein) 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.

5.4.19. All sales of Hospitality Packages under a Sales Agreement are final and binding on the Customer. Subject to Sections 5.6.2, 5.6.3, 5.6.4, 5.6.6 and 5.6.7, all payments made by the Customer in connection with the Hospitality Packages are to be treated as non-refundable, and FORTIUS shall be under no obligation to repay any sums to the Customer.

5.5. Hospitality Packages and Hospitality Services

5.5.1. The scope of the Hospitality Services made available to the Customer by FORTIUS in respect of a Hospitality Package will be outlined and described on the relevant Event Page, in the Sales Brochure or in further sales materials provided by Us. The Customer may not, following the

conclusion of the Sales Agreement, request substitutions for, or alterations to, any Hospitality Services or components of the Hospitality Packages.

5.5.2. The Customer agrees and acknowledges that:

- (i) the number of AC37 Races and consequentially also the number of Race Days, respectively the number of Non-Guaranteed Race Days being converted into Race Days, depends on the format of the AC37 Events as determined by the AC37 Protocol and the sporting result of earlier AC37 Races of the relevant AC37 Stage; and
- (ii) the confirmation of the holding of Race Days in accordance with the AC37 Racing Schedule, respectively the conversion of Reserve Days and/or Non-Race Days into Race Days, in deviation from the AC37 Racing Schedule, is based on the discretionary decision of the AC37 Parties and the sporting result of earlier AC37 Races of the relevant AC37 Stage.

Therefore, the scope of the Hospitality Services which are owed, and provided, by FORTIUS on Race Days only, may vary depending on the sporting results of the AC37 Races, on Bad Weather Impacts or Force Majeure Events as follows:

- (a) in connection with the Full AC37 Hospitality Package valid for all AC37 Races of the America's Cup Final Preliminary Regatta, the Louis Vuitton Cup, the Louis Vuitton 37th America's Cup Match, the Unicredit Youth America's Cup and the Puig Women's America's Cup throughout the entire AC37 Period, Hospitality Services are owed, and provided, by FORTIUS on a minimum of thirty-one (31) Guaranteed Race Days and a maximum of thirty-nine (39) Race Days, including eight (8) Non-Guaranteed Race Days;
- (b) during the Final Preliminary Regatta Period in relation to Hospitality Packages other than Race Day Packages, Hospitality Services are owed, and provided, by FORTIUS on four (4) Guaranteed Race Days;
- (c) during the LVC Round Robins Period in relation to Hospitality Packages other than Race Day Packages, Hospitality Services are owed, and provided, by FORTIUS on eight (8) Guaranteed Race Days;
- (d) during the LVC Semi-Final Period in relation to Hospitality Packages other than Race Day Packages, Hospitality Services are owed, and provided, by FORTIUS on a minimum of three (3) Guaranteed Race Days and a maximum of five (5) Race Days, including two (2) Non-Guaranteed Race Days. During the LVC Semi-Final Period, in addition to the AC37 Races of the LVC Semi-Final Stage also AC37 Races of the Unicredit Youth America's Cup may be held;
- (e) during the LVC Final Period in relation to Hospitality Packages other than Race Day Packages, Hospitality Services are owed, and provided, by FORTIUS on a minimum of four (4) Guaranteed Race Days and a maximum of seven (7) Race Days, including three (3) Non-Guaranteed Race Days. During the LVC Final Period, in addition to the AC37 Races of the LVC Final Stage also AC37 Races of the Unicredit Youth America's Cup and the Puig Women's America's Cup may be held;
- (f) during the Louis Vuitton 37th America's Cup Match Period in relation to Hospitality Packages other than Race Day Packages, Hospitality Services are owed, and provided, by FORTIUS on a minimum of four (4) Guaranteed Race Days and a maximum of seven (7) Race Days, including three (3) Non-Guaranteed Race Days. During the Louis Vuitton 37th America's Cup Match Period, in addition to the AC37 Races of the Louis Vuitton 37th America's Cup Match Stage also an AC37 Race of the Puig Women's America's Cup may be held;
- (g) during the Unicredit Youth America's Cup Period in relation to Hospitality Packages other than Race Day Packages, Hospitality Services are owed, and provided, by FORTIUS on six (6) Guaranteed Race Days. During the Unicredit Youth America's Cup

- Period, in addition to the AC37 Races of the Unicredit Youth America's Cup Stage also AC37 Races of the LVC Semi-Final Stage and the LVC Final Stage may be held;
- (h) during the Puig Women's America's Cup Period in relation to Hospitality Packages other than Race Day Packages, Hospitality Services are owed, and provided, by FORTIUS on six (6) Guaranteed Race Days. During the Puig Women's America's Cup Period, in addition to the AC37 Races of the Puig Women's America's Cup Stage also AC37 Races of LVC Final Stage and the Louis Vuitton 37th America's Cup Match may be held; and
 - (i) subject to the terms and conditions of Sections 5.6.6 (Guaranteed Race Days) and 5.6.7 (Non-Guaranteed Race Days), in connection with any Race Day Packages, Hospitality Services are solely owed, and provided, by FORTIUS on the specific Race Day for which the Hospitality Package has been purchased.

FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent and/or the AC37 Parties cannot guarantee, and nothing under these General Sales Regulations shall be interpreted or construed as FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent and/or the AC37 Parties guaranteeing that (aa) the total number of Race Days relating to each AC37 Stage for which Hospitality Services are owed, and provided, by FORTIUS exceed the minimum number of Guaranteed Race Days during the relevant Period as set out in this Section 5.5.2; and (bb) an AC37 Race for which the Customer has purchased a Race Day Package will be held on the specific calendar day set out in the AC37 Racing Schedule which may be altered by the AC37 Parties from time to time.

Any of the above does not change the value of the Hospitality Package, the Hospitality Combi Package, the House of AC37, a Table (if assigned) and/or the Hospitality Services which the Customer is entitled to receive and does not entitle the Customer to any refund or further compensation.

- 5.5.3. ANY HOSPITALITY SERVICES COMPRISED IN A HOSPITALITY PACKAGE SHALL SOLELY BE PROVIDED BY FORTIUS IN THE HOUSE OF AC37, DURING THE HOSPITALITY SERVICING HOURS ON THE RACE DAYS HELD DURING THE PERIOD(S) FOR WHICH THE HOSPITALITY PACKAGE IS SOLD BY FORTIUS OR ON THE RACE DAY FOR WHICH A RACE DAY PACKAGE IS SOLD BY FORTIUS. Except as otherwise explicitly stated in these General Sales Regulations, on Non-Race Days, Reserve Days and Non-Guaranteed Race Day (i.e. provided no AC37 Race takes place on such day based on the sporting result of earlier AC37 Races of the relevant AC37 Stage) as well as on Race Days outside of the Hospitality Servicing Hours:
- (i) no Hospitality Services are owed by FORTIUS and the Hospitality Access Device Holders are not entitled to request the provision of any Hospitality Services; and
 - (ii) the House of AC37 may be open to public in a restaurant style environment offering payable services (e.g. catering services) during such opening hours as communicated by FORTIUS on the Marketplace or in such other manner and form as determined by FORTIUS.
- 5.5.4. The scope of the Hospitality Services made available by FORTIUS during the Hospitality Servicing Hours and/or Table assigned (if any), to the Customer may be subject to such changes as may be:
- (i) required for reasons of public safety and security, or
 - (ii) reasonably determined by FORTIUS from time to time, provided that FORTIUS uses its reasonable endeavours to provide the Customer with replacement Hospitality Services of substantially similar or better quality and value.
- 5.5.5. FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent and/or the AC37 Parties cannot guarantee, and nothing under these General Sales Regulations shall be interpreted or construed

as FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent and/or the AC37 Parties guaranteeing:

- (i) the participation in any of the AC37 Races or Race Days of a specific Competitor, athlete and/or further AC37 official;
- (ii) the number of AC37 Races taking place on a Race Day;
- (iii) a specific AC37 Race in the relevant AC37 Stage (i.e. whether it is the first, second or later AC37 Race held in the relevant AC37 Stage); and
- (iv) the duration of any AC37 Races or Race Days.

THE CUSTOMER AGREES AND ACKNOWLEDGES, AND ENSURES THAT ANY OF ITS THIRD PARTY PURCHASER(S) AND ANY OF THEIR GUESTS AGREE AND ACKNOWLEDGE, THAT THE HOUSE OF AC37 OFFERS SO-CALLED OFFSITE HOSPITALITY WHICH WILL NOT OFFER A DIRECT VIEW ONTO THE RACE AREAS, AS THE VIEWS (IF ANY) WILL BE AFFECTED BY WIND DIRECTION AND THE RACE COURSE SETTING ON ANY GIVEN DAY.

Any of the above does not change the value of the Hospitality Package, the House of AC37, a Table (if assigned) and/or the Hospitality Services which the Customer is entitled to receive and does not entitle the Customer to any refund or further compensation.

- 5.5.6. Access to the House of AC37 during the Hospitality Servicing Hours is strictly limited to the Race Days held during the relevant Period in respect of which a Hospitality Package has been purchased or to the Race Day for which a Race Day Package has been purchased. FORTIUS will notify Customers via the contact data provided, and means of communication selected, by You of the cancellation or rescheduling of Race Days and the conversion of Non-Race Days and Reserve Days into Race Day once We have received the relevant information and authorization from the AC37 Parties.

NOTWITHSTANDING THIS, IT IS ALSO THE RESPONSIBILITY OF THE CUSTOMER TO INFORM ON THE AC37 WEBSITE (currently <https://www.americascup.com>) ABOUT THE SCHEDULING, CANCELLATION OR RESCHEDULING OF RACE DAYS AND TO ASCERTAIN WHETHER NON-RACE DAYS OR RESERVE DAYS MAY HAVE BEEN CONVERTED INTO RACE DAYS. FURTHERMORE, IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO INFORM ON THE TIME OF THE AC37 RACES HELD ON A RACE DAY.

- 5.5.7. On the relevant Race Day, the Customer, any of its Third Party Purchaser(s) and any of their Guests are required to bring with them a Hospitality Access Device together with any such additional document or certificate that are notified by FORTIUS or any Venue Authority to the Customer to enable them to access the Venue and the House of AC37. A Hospitality Access Device may be made available by FORTIUS at the Venue on the relevant Race Day.

These General Sales Regulations do not govern the use of any other documents or certificates that may be required by FORTIUS and/or any of the Venue Authorities in connection with AC37 or single Race Days for the purpose of accessing the Venue, the Hospitality Village and/or the House of AC37, for instance due to the COVID-19 pandemic or similar reasons. Neither FORTIUS, nor any FORTIUS Affiliate, nor any Hospitality Sales Agent, the AC37 Parties and/or the relevant Venue Authorities assume any liability or responsibility in respect of the application, issuance and use of any such personalised identification documents or certificates. With this respect, FORTIUS, the FORTIUS Affiliates, the Hospitality Sales Agents, the AC37 Parties and the relevant Venue Authority shall incur no liability whatsoever for:

- (i) a failure to perform or improper performance of FORTIUS' obligations (except for the cases of wilful misconduct) under the Sales Agreement; and/or

- (ii) any damage incurred by the Customer, any Third Party Purchaser and/or any of their Guests in case where such failure to perform or improper performance of obligations took place.
- 5.5.8. FORTIUS will use reasonable efforts to procure that Hospitality Access Device Holders attending an AC37 Event as a group are, wherever reasonably possible, assigned Tables which are adjacent to each other. Notwithstanding this, the Customer agrees and acknowledges that the assignment of any Table(s) is done by FORTIUS always subject to availability and may be handled on a first-come-first-served basis. No guarantees or warranties are provided by FORTIUS, the FORTIUS Affiliates, the Hospitality Sales Agents and/or the AC37 Parties that Tables will be adjacent to each other.
- 5.5.9. Customers, Third Party Purchasers or any of their Guests who require special assistance due to a disability or limited mobility (including wheelchair seating or wheelchair access to the House of AC37) must promptly notify FORTIUS as soon as reasonably practical, during or following the Application Process. FORTIUS will use reasonable efforts to provide such special assistance and the best level of service possible (subject to availability).
- 5.5.10. The Customer voluntarily enters in the Sales Agreement acknowledging that the Price shown on the relevant Event Page, in the Sales Brochure or set out in the relevant product description is a final and all-inclusive price. There are no hidden or delayed charges. The Price includes a Hospitality Access Device and certain Hospitality Services which are not typically served at the Venue and may not be capable of being separately priced or sold as individual servings. Anything not specifically listed on the relevant Event, in the Sales Brochure or further sales material as being included in the Price and the Hospitality Package is extra, and the Customer may need to pay third parties or FORTIUS directly in the case the Customer would want to buy such additional services. Such extras not included in the Price include, in particular, any catering and further services provided by FORTIUS in the House of AC37 on Non-Race Days, Reserve Days as well as on Race Days outside of the Hospitality Servicing Hours. Furthermore, the Price applying to a Race Day on which AC37 Races of the Unicredit Youth America's Cup and the Puig Women's America's Cup are held may vary depending on the type of Hospitality Package purchased by a Customer. Therefore, We advise each Customer to read carefully the full details of the Hospitality Package description as set out on the relevant Event Page and in the Sales Brochure.
- 5.5.11. In the event that a Customer purchases a Hospitality Package for a specific AC37 Stage or Period or a Race Day Package for a Race Day during which AC37 Races of the Unicredit Youth America's Cup or the Puig Women's America's Cup and AC37 Races of the LVC Semi-Final Stage, the LVC Final Stage or the Louis Vuitton 37th America's Cup Match (as applicable) are scheduled to be held, the purchased Hospitality Package shall automatically be valid for, and the Hospitality Services shall be expanded to all AC37 Races held on such Race Day.

5.6. Cancellation, Rescheduling and Refund

- 5.6.1. Once the purchase of the Hospitality Package is completed and the Customer has received the Confirmation of Purchase, the purchase by the Customer of the Hospitality Package(s) is final and cannot be cancelled or terminated by the Customer.

In accordance with Section 5.5.6, upon receipt of the relevant information and authorization from the AC37 Parties, FORTIUS will use reasonable endeavours to inform the Customer about the holding, cancellation or rescheduling of a Race Day and the conversion of Non-Race Days and Reserve Days into Race Day the latest seventy-two (72) hours before the start of the first AC37 Race scheduled on a Race Day. Notwithstanding this, the Customer agrees and acknowledges that depending on the sporting results of previous AC37 Races, on Bad Weather

Impacts or Force Majeure Events, the final decision on the holding, cancellation or rescheduling of a Race Day and the conversion of a Non-Race Day or Reserve Day into a Race Day may be taken less than seventy-two (72) hours before the start of the first AC37 Race held on a Race Day.

A. Refund Principles for Hospitality Packages other than Race Day Packages

5.6.2. In relation to Hospitality Packages other than Race Day Packages, no refunds of any amounts paid by the Customer to FORTIUS will be made to the Customer under any circumstances, except:

- (i) if AC37 is cancelled in its entirety, if all Race Days of an AC37 Stage in respect of which the Hospitality Package(s) have been purchased are held “behind closed doors”, entailing the closure of the House of AC37 to the public due for any reason whatsoever, including due to a Force Majeure Event or another circumstance outside the control of FORTIUS (including a safety and security concern or a decision made by the AC37 Parties or any further Venue Authority); and
- (ii) if the holding of hospitality event(s) in relation to AC37 in its entirety, all Race Days of an AC37 Stage in respect of which the Hospitality Package(s) have been purchased are subject to restrictions which prohibit FORTIUS from providing the Hospitality Services to the Customer due to a Force Majeure Event or another circumstance outside the control of FORTIUS (including a safety and security concern or a decision made by the AC37 Parties or any further Venue Authority);

5.6.3. In the event that due to a Force Majeure Event or another circumstance outside the control of FORTIUS (including a safety and security concern or a decision made by the AC37 Parties or any further Venue Authority), the total number of Race Days relating to a Period in respect of which the Hospitality Packages have been purchased falls short of the applicable minimum number of Guaranteed Race Days during the relevant Period as set out in Section 5.5.2, the Customer shall not be entitled to cancel the Hospitality Package(s) or terminate the Sales Agreement but shall be entitled to a proportionate refund of the Price, taking into account the difference of the total number of Race Days held from the minimum number of Race Days during the relevant Period as set out in Section 5.5.2.

5.6.4. In the event that (a) a Customer has purchased a Full AC37 Hospitality Package or a Hospitality Package for one or more entire AC37 Stages or Periods; and (b) a Race Day and/or single AC37 Race scheduled to be held in such AC37 Stage or Period for which the Hospitality Package has been purchased is cancelled or rescheduled to a Non-Race Day or Reserve Day for whatsoever reason, including a Bad Weather Impact or a Force Majeure Event, then the Customer shall not have the right to any refund or further compensation with respect to any amounts paid by the Customer to FORTIUS. In such case, the relevant Non-Race Day or Reserve Day shall be converted into a Race Day on which the Hospitality Services are owed, and provided, by FORTIUS.

For the avoidance of doubt, in the event that (a) a Customer has purchased a Full AC37 Hospitality Package or a Hospitality Package for one or more entire AC37 Stages or Periods and (b) based on the sporting result of earlier AC37 Races of the relevant AC37 Stage, a Non-Guaranteed Race Day is converted into a Race Day, the Price of the Hospitality Package purchased by the Customer will remain unchanged and will not be proportionately increased on the basis of additional Race Days taking place during the relevant AC37 Stage.

5.6.5. Sections 5.6.3 and 5.6.4 shall not apply and no refund, or proportional refund of any amounts paid by the Customer to FORTIUS will be made to the Customer in the event that a single AC37 Race or Race Day is cancelled, abandoned, suspended, rescheduled or earlier concluded for any

reason whatsoever but the total number of Race Days relating to the Period in respect of which the Hospitality Packages have been purchased meets or exceeds the applicable minimum number of Guaranteed Race Days during the relevant Period as set out in Section 5.5.2.

B. Special Refund Principles for Race Day Packages

5.6.6. Race Day Packages for a Guaranteed Race Day: In the event that a Customer has purchased a Race Day Package(s) for a Guaranteed Race Day and the entire Race Day, including all AC37 Races scheduled to be held on such Race Day for which the Race Day Package has been purchased, for whatsoever reason, is held "behind closed doors", is subject to restrictions which prohibit FORTIUS from providing the Hospitality Services to the Customer, is cancelled or rescheduled to a Non-Race Day or Reserve Day, the following applies:

- (i) If FORTIUS, in accordance with Section 5.5.6, notifies the Customer the latest by seventy-two (72) hours prior to the start of the first AC37 Race scheduled on the Guaranteed Race Day of the cancellation or rescheduling of the entire Guaranteed Race Day, the Race Day Package will lose its validity and the Customer, provided the Customer does not select to be provided with a Race Day Package for an alternative, later Race Day as set out below, shall be entitled to a refund of the full Price of the Race Day Package(s) affected by the cancellation or rescheduling, deducted only by a ten percent (10%) administration fee retained by FORTIUS.

In such case, subject to availability, FORTIUS may offer the Customer a Race Day Package for an alternative, later Race Day of the same or a different AC37 Stage. If the Customer selects to be provided a Race Day Package(s) for a Race Day that is offered by FORTIUS for sale at:

- (a) a higher Price, the provision of the selected Race Day Package remains subject to the payment by the Customer of the full Price difference prior to the relevant Race Day; or
 - (b) a lower Price, FORTIUS will refund to the Customer the full Price difference.
- (ii) If FORTIUS, in accordance with Section 5.5.6, notifies the Customer less than seventy-two (72) hours prior to the start of the first AC37 Race scheduled on, but before 10:00 a.m. CET on the calendar day of, the Guaranteed Race Day of the cancellation or rescheduling of such Guarantee Race Day, the following applies:
 - (a) FORTIUS may, at its sole discretion, offer the Customer to enjoy the Hospitality Services (or parts thereof) during the originally scheduled, but cancelled or rescheduled Race Day without any live AC37 Race action. If the Customer elects this option, the Race Day Package(s) will be valid for the cancelled or rescheduled Guaranteed Race Day and the Customer shall be entitled to a refund of forty percent (40%) of the Price of the affected Race Day Package(s);
 - (b) subject to availability, FORTIUS may offer the Customer a Race Day Package for an alternative, later Race Day of the same or a different AC37 Stage. If the Customer elects to be provided Race Day Package for an alternative Race Day offered by FORTIUS for sale at:
 - (aa) a higher Price, the provision of the selected Race Day Package remains subject to the payment by the Customer of the full Price difference prior to the relevant Race Day; or
 - (bb) a lower Price, FORTIUS will refund to the Customer the full Price difference no later than thirty (30) days after conclusion of AC37.

In both cases, unless the Customer elects to also enjoy the Hospitality Services (or parts thereof) during the cancelled or rescheduled Race Day without any AC37 Race being held on such calendar day, the Race Day Package for the cancelled or rescheduled Race Day will lose its validity.

- (c) if the Customer and all of its Guests reject the offers of FORTIUS or are unable to attend the alternative, later Race Day of the same or a different AC37 Stage offered by FORTIUS, the Customer shall be entitled to a refund of the full Price of the Race Day Package(s) affected by the cancellation or rescheduling, deducted only by a ten percent (10%) an administration fee retained by FORTIUS. In such case, the Race Day Package for the cancelled or rescheduled Race Day will lose its validity.

In the event that the Customer, notwithstanding the notification by FORTIUS of cancellation or rescheduling of the entire Guaranteed Race Day, does not notify FORTIUS by the latest on 07:00 p.m. CET on the calendar day of the Guaranteed Race Day of its decision on the respective offer made by FORTIUS pursuant to this Section 5.6.6 (ii) (a) to (c) or does not show up at the House of AC37 by such time, the Race Day Package(s) the Race Day Package(s) will lose its validity and the Customer shall not be entitled to any refund and/or replacement Race Day Package.

- (iii) If FORTIUS, in accordance with Section 5.5.6 or in person, notifies the Customer after 10:00 a.m. CET on the calendar day of the Guaranteed Race Day or upon arrival of the Customer and/or its Guests at the House of AC37 of the cancellation or rescheduling of such Guarantee Race Day, the Race Day Package(s) will remain valid for the cancelled or rescheduled Guaranteed Race Day and FORTIUS will provide the Hospitality Services (or parts thereof) on the originally scheduled, but cancelled or rescheduled Race Day without any live AC37 Race action. In such case, the Customer shall be entitled to a refund of forty percent (40%) of the Price of the Race Day Package(s) affected by the cancellation or rescheduling.

Furthermore, subject to availability, FORTIUS may offer the Customer to purchase a Race Day Package for an alternative, later Race Day of the same or a different AC37 Stage. If the Customer elects to purchase a Race Day Package for an alternative Race Day offered by FORTIUS, the provision of the selected Race Day Package remains subject to the full payment by the Customer of the Price of the selected Race Day Package deducted by the proportionate refund granted in relation to the cancelled or rescheduled original Race Day.

For the avoidance of doubt, unless a cancelled or rescheduled AC37 Race is the only AC37 Race foreseen to be held during the cancelled or rescheduled Guaranteed Race Day, this Section 5.6.6 shall not apply and the Race Day Package(s) shall remain valid, respectively no refund, or proportional refund of any amounts paid by the Customer to FORTIUS will be made to the Customer in the event that a single AC37 Race foreseen to be held during a Guaranteed Race Day is cancelled, abandoned, suspended or earlier concluded for any reason whatsoever.

5.6.7. Race Day Packages for a Non-Guaranteed Race Day: In the event that a Customer has purchased a Race Day Package(s) for a Non-Guaranteed Race Day and the entire Race Day, including all AC37 Races scheduled to be held on such Race Day for which the Race Day Package has been purchased, based on either the sporting result of earlier AC37 Races of the same Period or any other reason, is held “behind closed doors”, is subject to restrictions which prohibit FORTIUS from providing the Hospitality Services to the Customer, is cancelled or rescheduled to a Non-Race Day or Reserve Day, the following applies:

- (i) if the Non-Guaranteed Race Day, based on the sporting result of earlier AC37 Races of the same Period, is not converted into an additional Race Day, the Race Day Package(s) will lose its validity and the Customer shall be entitled to a refund of the full Price of the Race Day Package(s) affected, deducted only by ten percent (10%) administration fee retained by FORTIUS;
- (ii) If the Non-Guaranteed Race Day, based on the sporting result of earlier AC37 Races of the same Period, is converted into an additional Race Day, but such additional Race Day is held “behind closed doors”, is subject to restrictions which prohibit FORTIUS from

providing the Hospitality Services to the Customer, is cancelled or rescheduled for whatsoever reason, the terms and conditions of Sections 5.6.6 (i) to (iii) shall apply accordingly.

For the avoidance of doubt, unless a cancelled or rescheduled AC37 Race is the only AC37 Race foreseen to be held during the cancelled or rescheduled Non-Guaranteed Race Day, this Section 5.6.7 shall not apply and the Race Day Package(s) shall remain valid, respectively no refund, or proportional refund of any amounts paid by the Customer to FORTIUS will be made to the Customer in the event that a single AC37 Race foreseen to be held during a Non-Guaranteed Race Day is cancelled, abandoned, suspended or earlier concluded for any reason whatsoever.

C. General Refund Terms

5.6.8. Unless otherwise explicitly specified in these General Sales Regulations, neither FORTIUS, nor any FORTIUS Affiliate, nor any Hospitality Sales Agent, nor any of the Venue Authorities shall incur any liability whatsoever for any damage incurred by the Customer, any Third Party Purchaser and/or any of their Guests in case of an event entitling the Customer to a refund pursuant to Sections 5.6.2 to 5.6.10.

5.6.9. If any of the circumstances set out in Sections 5.6.2, 5.6.3, 5.6.4, 5.6.6 and 5.6.7 apply, FORTIUS will announce:

- (i) the details of to whom and where refund applications should be sent; and
- (ii) any special instructions concerning refund applications and deadlines.

Subject to the terms and conditions of this Section 5.6, only Customers are entitled to any refunds and requests for a refund can only be made by the Customer.

The Customer agrees and acknowledges that FORTIUS will not directly engage with any Third Party Purchasers and/or any Guests of the Customer or the Third Party Purchaser and will not assume any liability for the omission by the Customer to forward in a timely manner any notification by FORTIUS or decisions taken by the Third Party Purchasers and/or Guests. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO CARRY OUT ALL COMMUNICATION TO AND FROM A THIRD PARTY PURCHASER AND A GUEST IN RELATION TO A CANCELLATION AND RESCHEDULING OF A RACE DAY. Any request for a refund, proportional refund, request to be provided with Hospitality Services (or parts thereof) without any live AC37 Race action and/or request to be provided with a Race Day Package for an alternative, later Race Day submitted by a Third Party Purchaser, a Guest and/or any further third party will not be processed by Us.

In case of any of the circumstances set out in Sections 5.6.2, 5.6.3, 5.6.4, 5.6.6 and 5.6.7, the Hospitality Access Device(s) provided in the Hospitality Package(s) (if such Hospitality Packages have already been distributed to the Customer) must be returned to FORTIUS and included with the refund application filed by the Customer. Refunds will be made through the same payment method and into the same account as used to originally purchase the Hospitality Package(s) with no exceptions, save where the refund cannot be processed via the original payment method and/or into the original account (e.g. due to the subsequent expiry or closure of the relevant bank account) in which case the refund will be made using alternative appropriate means to the person/entity stated on the relevant invoice. Please allow at least sixty (60) days for any refunds to be processed.

All full or partial refunds payable by FORTIUS to the Customer shall be made no later than thirty (30) days after conclusion of AC37. No interest shall be payable in relation to any refunds payable to the Customer under this Section 5.6.

In each of the circumstances set out in this Section 5.6, neither FORTIUS, nor any FORTIUS Affiliate, nor any Hospitality Sales Agent, nor the Venue Authorities shall be liable for any amounts in excess of the Price of the Hospitality Package(s) paid by the Customer and shall not incur any liability whatsoever for any damage incurred by the Customer, any Third Party Purchaser, any of their Guests and/or any further third-party in case of an event entitling the Customer to a refund pursuant to the Sections 5.6.2, 5.6.3, 5.6.4, 5.6.6 and/or 5.6.7, including, for example, but without limitation, any accommodation/hotel and/or travel expenses.

Refunds will not be provided for any other circumstances not described in this Section 5.6 (including, where a Hospitality Access Device Holder is refused entry into, or is ejected from, the Venue and/or the House of AC37).

- 5.6.10. IT IS RECOMMENDED THAT EACH CUSTOMER CONSIDERS, AND RECOMMENDS ANY OF ITS THIRD PARTY PURCHASER AND ANY OF THEIR GUESTS TO CONSIDER, PURCHASING TRAVEL OR EVENT CANCELLATION INSURANCE FROM A THIRD-PARTY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTIONS, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT THE CUSTOMERS, THIRD PARTY PURCHASERS AND ANY OF THEIR GUESTS FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF THE PURCHASE OF ANY HOSPITALITY PACKAGE(S).

Without appropriate travel or event cancellation insurance, the Customer understands and agrees that if the Customer, its Third Party Purchasers and/or any of their Guests cancel or interrupt their travel for any reason, their Hospitality Package(s) are not refundable. The purchase of travel or cancellation insurance is not required in order to purchase any other product or service offered by FORTIUS. Employees of FORTIUS are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel or cancellation insurance the Customer, its Third Party Purchaser(s) and/or any of their Guest(s) may purchase.

5.7. Delivery of Hospitality Package Components

- 5.7.1. FORTIUS will deliver all Hospitality Package components, including any Hospitality Access Devices, exclusively to the Customer. FORTIUS will not deliver any Hospitality Package components to any of its Third Party Purchaser and/or any of their Guests. THE ONWARD DELIVERY OF ANY THE HOSPITALITY PACKAGE COMPONENTS OR HOSPITALITY ACCESS DEVICES TO ANY OF ITS THIRD PARTY PURCHASER(S) AND/OR ANY GUEST(S) AND THEIR INFORMATION ABOUT THE DETAILS OF DELIVERY AND COLLECTION AS SET OUT IN THIS SECTION 5.7 IS THE SOLE RESPONSIBILITY OF THE CUSTOMER.

Neither FORTIUS, nor any FORTIUS Affiliate, nor any Hospitality Sales Agent, nor the Venue Authorities shall be liable for the delivery of any Hospitality Package component to any of its Third Party Purchaser and/or any of their Guests and shall not incur any liability whatsoever for any damage incurred by the Customer, any Third Party Purchaser, any of their Guests and/or any further third-party in case of a failure to collect any Hospitality Package component.

- 5.7.2. FORTIUS will deliver to the Customer all Hospitality Access Devices electronically via the e-mail address stated in the Confirmation of Purchase (or to a different address subsequently agreed in writing by FORTIUS) or via a mobile application which may be downloadable by the Customer.

In exceptional cases, Hospitality Access Devices may also be made available by FORTIUS, at FORTIUS' sole discretion, for collection by the Customer at the Venue office, provided the Customer agrees to separate terms and conditions applicable related thereto. The Customer will be notified by telephone, e-mail or in writing of the arrangements for collection (using the details provided by the Customer at the time of Confirmation of Purchase) if this becomes necessary. Where there is not enough time to deliver Hospitality Access Devices, the Customer will be told at the point of purchase the arrangements for collection of Hospitality Access Devices.

- 5.7.3. Any Hospitality Access Device 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 House of AC37. It is the sole responsibility of the Customer to immediately notify FORTIUS in writing, in the event that any Hospitality Access Device is delivered or collected in a damaged condition. In the absence of any such written notification, the relevant Hospitality Access Device will be deemed to be undamaged at delivery or collection.
- 5.7.4. Neither FORTIUS, nor any FORTIUS Affiliate, nor any Hospitality Sales Agent, nor any AC37 Party shall be responsible or liable in any way to the Customer, the Third Party Purchasers and/or any of their Guests for:
- (i) any late delivery of a Hospitality Package or electronic Hospitality Access Device which arises as a result of a technical failure of and/or interruption to any delivery services or failure, act or omission of any third party supplier or local authority or government department; and/or
 - (ii) any lost, stolen, damaged, destroyed, forgotten or mutilated Hospitality Access Device or other Hospitality Package component once received or collected by the Customer. Duplicate Hospitality Access Devices may only be issued at the discretion of FORTIUS. If duplicates are issued, an administration charge may be levied.
- 5.7.5. FORTIUS reserves the right to determine whether to issue replacement Hospitality Access Devices and to determine the conditions which may apply to any such replacements.

5.8. Data

- 5.8.1. The Customer shall comply with the directives of FORTIUS with regard to the provision, processing, storage, transfer and further use of individual or personal data of the Customer. In particular, the Customer shall provide FORTIUS with full details relating to the Customer's identity, including the name or legal entity, passport/identity card numbers and issuing authority, passport or ID document issuing country name, date of birth, email address, telephone number and such other information and/or data as may be required from time to time.
- 5.8.2. If the Customer fails to provide the personal data or details set out in Section 5.8.1, FORTIUS reserves the right (without prejudice to any other rights or remedies FORTIUS 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 House of AC37 to any Customer, the Third Party Purchaser and/or any of their Guests with no right to any refund. Any Hospitality Access Device and other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by FORTIUS.
- 5.8.3. The personal data provided to FORTIUS or the FORTIUS Affiliate and/or any third party authorised by a FORTIUS or Venue Authority will, subject to the applicable laws, be used, controlled, processed, stored, and transferred to third parties (including cross-border transfer)

designated by FORTIUS or the Venue Authorities (located both within and outside of Switzerland and Spain) for purposes relating to:

- (i) Hospitality Package sales and further Hospitality Access Device administrative purposes;
- (ii) any relevant safety and security measures and procedures; and
- (iii) rights protection measures in connection with AC37.

In the event that FORTIUS transfers any personal data to a Venue Authority, the Customer agrees and acknowledges that FORTIUS and the relevant Venue Authorities, will act as joint data controller with respect to any individual or personal data collected by FORTIUS in connection with the sale of Hospitality Packages.

The Customer agrees to FORTIUS', any FORTIUS Affiliate's, AC37 Parties' use of such personal data, in accordance with Our Privacy Policy set out at <https://fortius.io/data-protection-statement>.

- 5.8.4. Customers may update, correct or amend their personal data by contacting FORTIUS in writing. If an Order is rejected by FORTIUS or the Sales Agreement is cancelled or terminated (for whatever reason), the Customer may request deletion of its personal data provided in connection with the Order by contacting FORTIUS in writing.

5.9. Acceptance of Risk, Limitations on Liability, Responsibilities

- 5.9.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER, THE THIRD PARTY PURCHASER(S) AND ANY OF THEIR GUESTS (IN THEIR OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY THEM) ACCEPT ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING AC37, A RACE DAY OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST FORTIUS, THE FORTIUS AFFILIATES, THE HOSPITALITY SALES AGENTS, THE AC37 PARTIES AND ANY FURTHER VENUE AUTHORITY RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER, THE THIRD PARTY PURCHASER(S) AND ANY OF THEIR GUESTS (IN THEIR OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY THEM) ACCEPT THAT THERE ARE RISKS TO THEIR PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO, OR FROM AND OUTSIDE OF OR WITHIN THE VENUE, THE HOSPITALITY VILLAGE AND THE HOUSE OF AC37. NOTHING IN THIS SECTION 5.9.1 IS INTENDED TO REQUIRE A CUSTOMER, THIRD PARTY PURCHASER(S) OR ANY OF THEIR GUESTS TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES, LOSSES, COSTS, EXPENSES, CLAIMS OR FEES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF FORTIUS, A FORTIUS AFFILIATE, A HOSPITALITY SALES AGENT, THE AC37 PARTIES OR ANY FURTHER VENUE AUTHORITY.

AN INHERENT RISK OF EXPOSURE TO COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DEASEASE EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING THE VENUE, THE HOSPITALITY VILLAGE AND THE HOUSE OF AC37. COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMICS, EPIDEMICS OR DEASEASES ARE EXTREMELY CONTAGIOUS DISEASES 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 ACCESSING THE VENUE, THE HOSPITALITY VILLAGE AND/OR THE HOUSE OF AC37, THE CUSTOMER CONFIRMS THAT IT AND ANY OF ITS THIRD PARTY PURCHASERS AND ANY OF THEIR GUESTS VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DISEASE. THE CUSTOMER, THE THIRD PARTY PURCHASER(S) AND ANY OF THEIR GUESTS SHALL FOLLOW ANY AND ALL RULES AND/OR PROTOCOLS THAT FORTIUS AND/OR THE VENUE AUTHORITIES MAY IMPLEMENT THROUGHOUT AC37 (E.G. REQUIREMENT TO WEAR FACE MASKS, SIMILAR COVERINGS OR

PROHIBITION TO POUR ALCOHOLIC BEVERAGES) IN ORDER TO ATTEMPT TO REDUCE THE SPREAD OF OR THE RISK OF CONTRACTING COVID-19 ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DISEASE AND THAT THE INABILITY OR UNWILLINGNESS TO COMPLY WITH SUCH RULES AND/OR PROTOCOLS SHALL NOT ENTITLE THE CUSTOMER, THE THIRD PARTY PURCHASER(S) AND/OR ANY OF THEIR GUESTS TO A REFUND OR ANY OTHER FORM OF COMPENSATION.

- 5.9.2. SUBJECT TO SECTION 5.9.4, FORTIUS, ANY FORTIUS AFFILIATE, ANY HOSPITALITY SALES AGENT, THE AC37 PARTIES AND ANY FURTHER VENUE AUTHORITY HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH AC37, EACH SINGLE RACE DAY AND/OR PERIOD. NEITHER FORTIUS, NOR ANY FORTIUS AFFILIATE, NOR ANY HOSPITALITY SALES AGENT, NOR ANY VENUE AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER VENUE AUTHORITY, ANY HOSPITALITY SALES AGENT OR OTHER THIRD PARTY. FORTIUS, ANY FORTIUS AFFILIATE, ANY HOSPITALITY SALES AGENT, AND EACH VENUE AUTHORITY ARE RESPONSIBLE SOLELY FOR THEIR OWN ACTS AND OMISSIONS.
- 5.9.3. SUBJECT TO SECTION 5.9.4, AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER FORTIUS, NOR ANY FORTIUS AFFILIATE, NOR ANY HOSPITALITY SALES AGENT, NOR ANY VENUE AUTHORITY SHALL BE LIABLE TO THE CUSTOMER, THE THIRD PARTY PURCHASER(S) AND/OR ANY OF THEIR GUESTS FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING 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 OR THESE GENERAL SALES REGULATIONS. THE MAXIMUM LIABILITY OF FORTIUS, ANY FORTIUS AFFILIATE, ANY HOSPITALITY SALES AGENT, AND ANY OF THE VENUE AUTHORITIES TO THE CUSTOMER, THE THIRD PARTY PURCHASER(S) AND/OR ANY OF THEIR GUESTS IN CONTRACT OR OTHERWISE UNDER, OR IN CONNECTION WITH, THE SALES AGREEMENT AND THESE GENERAL SALES REGULATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID BY THE CUSTOMER TO FORTIUS IN RESPECT OF THE SALES AGREEMENT.
- 5.9.4. NOTHING IN THE SALES AGREEMENT OR THESE GENERAL SALES REGULATIONS WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER, THIRD PARTY PURCHASER AND/OR GUEST OR EXCLUDE OR RESTRICT:
- (i) ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY FORTIUS, ANY FORTIUS AFFILIATE, ANY HOSPITALITY SALES AGENT, OR ANY VENUE AUTHORITY;
 - (ii) ANY LIABILITY FOR ANY INTENTIONAL OR GROSS NEGLIGENT ACTS OR OMISSIONS BY FORTIUS, ANY FORTIUS AFFILIATE, ANY HOSPITALITY SALES AGENT, OR ANY VENUE AUTHORITY;
 - (iii) ANY LIABILITY FOR THE VIOLATION OF ANY CARDINAL DUTIES OF FORTIUS; AND/OR
 - (iv) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 5.9.5. THE CUSTOMER, THE THIRD PARTY PURCHASER(S) AND ANY OF THEIR GUEST ARE RESPONSIBLE FOR THE USE OF THE HOSPITALITY ACCESS DEVICE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER (IN ITS OWN NAME AND ON BEHALF OF ANY OF ITS THIRD PARTY PURCHASER(S) AND ANY OF THEIR GUESTS USING A HOSPITALITY PACKAGE BOUGHT BY IT) SHALL INDEMNIFY AND HOLD HARMLESS FORTIUS, ANY FORTIUS AFFILIATE, ANY HOSPITALITY SALES AGENT, AND ANY VENUE AUTHORITY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:
- (i) THE MISUSE BY THE CUSTOMER, THE THIRD PARTY PURCHASER(S) AND/OR ANY OF THEIR GUEST OF A HOSPITALITY PACKAGE BOUGHT BY THE CUSTOMER AND/OR THE MISUSE OF A HOSPITALITY ACCESS DEVICE; OR

- (ii) THE MISUSE OF A HOSPITALITY ACCESS DEVICE BY A MINOR IF THE HOSPITALITY ACCESS DEVICE WAS PROVIDED BY THE CUSTOMER, ANY THIRD PARTY PURCHASER OR GUEST; OR
- (iii) THE MISUSE OF A HOSPITALITY ACCESS DEVICE BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A HOSPITALITY ACCESS DEVICE THROUGH THE CUSTOMER AND ANY OF ITS THIRD PARTY PURCHASERS OR ANY OF THEIR GUESTS;
- (iv) A VIOLATION OF THE SALES AGREEMENT, THESE GENERAL SALES REGULATIONS, INCLUDING THE RULES OF CONDUCT AND VENUE RULES AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; AND/OR
- (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE HOSPITALITY ACCESS DEVICE.

THIS MEANS THAT IF A CUSTOMER, A THIRD PARTY PURCHASER(S) AND/OR ANY OF THEIR GUESTS VIOLATE ANY HOSPITALITY ACCESS DEVICE RELATED RULE, THE CUSTOMER MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT FORTIUS, ANY FORTIUS AFFILIATE, ANY HOSPITALITY SALES AGENT, AND/OR ANY VENUE AUTHORITY MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

- 5.9.6. THE CUSTOMER, THE THIRD PARTY PURCHASER(S) AND ANY OF THEIR GUEST ARE RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE HOSPITALITY PACKAGES (INCLUDING TRAVEL, ANY FORM OF TRANSPORTATION AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER, THE THIRD PARTY PURCHASER AND ANY OF THEIR GUESTS AT THEIR OWN RISK AND FORTIUS, ANY FORTIUS AFFILIATE, ANY HOSPITALITY SALES AGENT, AND/OR ANY VENUE AUTHORITY SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE CUSTOMER, ANY OF ITS THIRD PARTY PURCHASERS AND/OR ANY OF THEIR GUESTS.

5.10. Unforeseen Circumstances

- 5.10.1. If the entire AC37 or one or more Periods in respect of which the Hospitality Packages have been purchased are rescheduled owing to a Force Majeure Event (i.e. not including any Bad Weather Impact), FORTIUS shall use reasonable efforts to arrange for corresponding Hospitality Services to be provided at the rescheduled AC37 or Period but will have no obligation to do so. FORTIUS reserves the right to make alterations to the times, dates and locations in connection with the delivery of Hospitality Services as a result of any such unforeseen circumstances. Subject to Sections 5.10.2 and 5.10.3, in the event of a rescheduling of the entire AC37 or one or more Periods, neither party shall be relieved from its obligations under the Sales Agreement, it being understood that the respective obligation (together with any payments) shall be transferred and applied instead to the rescheduled AC37 or Period.
- 5.10.2. Regardless of the availability of the Hospitality Services, the rescheduling of the entire AC37 or one or more Periods owing to a Force Majeure Event or another circumstance outside the control of FORTIUS does not affect the validity of any Hospitality Access Device for AC37, a Race Day, Period or remaining part of a Hospitality Combi Package (if applicable).
- 5.10.3. In the event that:
- (i) AC37 in its entirety or a Period is rescheduled by more than twelve (12) months, relocated outside of the Race Area to a sea area off another city or cancelled; or
 - (ii) the House of AC37 is not open to the public during the entire AC37 or an entire Period, due to a Force Majeure Event or another circumstance outside the control of FORTIUS (including a safety and security concern or a decision made by the AC37 Parties and/or any further Venue Authority), the terms and conditions of Section 5.6.3 (ii) and 5.6.4 shall apply accordingly. Any such refund shall constitute the sole and exclusive remedy to which the Customer is entitled.

5.11. Termination

5.11.1. Upon receipt of the Confirmation of Purchase, the purchase of the Hospitality Package is final on the basis of the Sales Agreement. The Customer has no right to unilaterally terminate the Sales Agreement and is not entitled to rescind or cancel the purchased Hospitality Package(s). For the avoidance of doubt, the Customer and any Hospitality Access Device Holders are responsible for making their own travel and accommodation arrangements relating to the use of the Hospitality Packages and failure to do so for any reason whatsoever shall not entitle the Customer and/or any Hospitality Access Device Holder(s) to the termination of the Sales Agreement, return or cancellation of the Hospitality Packages sold or any exchange or refund in relation thereto.

5.11.2. In the event that the Price or the payment of any further amounts which are due and payable by the Customer is not received by FORTIUS in full for any reason or if the Customer gives FORTIUS notice in writing of its intention to cancel the Hospitality Package then, FORTIUS may upon giving notice to the Customer, in addition to all other rights and 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 or revocation;
- (iv) retain, as a non-refundable deposit, any amounts paid by the Customer at the date of such termination or revocation;
- (v) charge the Customer five percent (5%) interest on all amounts outstanding from the date payment became due until actual payment is made;
- (vi) terminate or suspend any of FORTIUS' obligations under the Sales Agreement; and/or
- (vii) claim for all further losses and costs suffered by FORTIUS as a result of non-payment and/or late payment.

In any such case, the Customer shall be liable to FORTIUS for the Price in full and, save where otherwise agreed in writing by FORTIUS, shall not be entitled to a full or partial refund of the Price. FORTIUS retains the right to claim damages which are in excess of the amounts specified above.

5.11.3. In the event of a violation or breach of any term of the Sales Agreement, these General Sales Regulations, including the Rules of Conduct and/or the Venue Rules or any other relevant laws or by-laws, FORTIUS shall, in addition to all other rights and remedies that FORTIUS may have, retain the right to:

- (i) terminate the Sales Agreement in whole or in part immediately without further notice;
- (ii) render null and void any applicable Hospitality Access Device;
- (iii) refuse entry into the Venue, the Hospitality Village and/or the House of AC37 to the offending Customer, its Third Party Purchaser(s) and/or and of their Guest(s), or eject the Customer, the Third Party Customer(s) and/or any of their Guest(s) from the House of AC37, the Hospitality Village and/or the Venue;
- (iv) enforce the Sales Agreement and/or claim damages; and/or
- (v) notify governmental authorities of a violation of the provisions of these General Sales Regulations and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

- 5.11.4. Further to the right to cancel and terminate the Hospitality Packages reflected in these General Sales Regulations, FORTIUS shall have the right to cancel any Hospitality Package in the event of:
- (i) an 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 Price of the Hospitality Package,
- provided that any such events occur prior to receipt by FORTIUS of the full Price of the Hospitality Package.
- 5.11.5. In the event of termination of the Sales Agreement or cancellation of any Hospitality Access Device comprised in the Hospitality Package, any payment made by the Customer, whether in full or in part, will be retained by FORTIUS as partial compensation for the administration, cancellation fees and production costs and/or instead of damages or other compensation. FORTIUS nevertheless retains the right to sue for a higher level of applicable damages.
- 5.11.6. In the event of termination of the Sales Agreement or cancellation of any Hospitality Access Device comprised in the Hospitality Package pursuant to the terms and conditions of this Section 5.11, neither FORTIUS, nor any FORTIUS Affiliate, nor any Hospitality Sales Agent, nor the relevant Venue Authority shall incur any liability whatsoever for any damage incurred by the Customer, the Third Party Purchaser(s) and/or any of their Guests. Furthermore, the Customer is not entitled to a refund of any amounts paid by the Customer to FORTIUS under any circumstances.
- 5.11.7. The termination of the Sales Agreement for any reason whatsoever shall not affect any provision of the Sales Agreement which is intended to survive its termination, nor prejudice or affect the rights of either party against the other in respect of any breach of the Sales Agreement, or in respect of any monies payable by the Customer to FORTIUS in respect of any period prior to termination.

5.12. Miscellaneous

- 5.12.1. The Customer agrees to indemnify and hold harmless FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent and the Venue 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 of its Third Party Purchaser(s) and/or any of their Guests against FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent or any Venue Authority in connection with any purported breach by FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent and/or any of the Venue Authorities of the Sales Agreement or further purported legal/contractual relationship between, or to, any such party; and
 - (ii) any activity conducted by the Customer, its Third Party Purchaser(s) and/or any of their Guests which causes damage to FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent and/or any of the Venue Authorities or to the enjoyment of Hospitality Packages by any other Customer, Third Party Purchaser or Guest.
- 5.12.2. 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 FORTIUS and the Customer.

6. PAYMENT TERMS

- 6.1. The relevant Event Page, the Sales Brochure and/or the Order Form provides the Customer with all payment information as follows:
- (i) In the event an Order is submitted via the offline Application Process, the payment information include the terms of the payment by a Customer of the Price after the Order has been placed upon issuance of an invoice by FORTIUS.
 - (ii) In the event an Order is submitted via the online Application Process,
 - (a) by completing the Application Process, the Customer authorises FORTIUS in relation to the purchase of Hospitality Packages to take payment of the full Price from the Accepted Card without further notice. The Customer is responsible for ensuring that there are sufficient funds available on the Accepted Card at the time any payment is taken by Us;
 - (b) payment in full of the Price of the Hospitality Packages may be irrevocably debited from the Customer's account and credited to the FORTIUS' or the FORTIUS Affiliate's account upon issuance of the Confirmation of Purchase; and
 - (c) the Customer's payment will be securely processed by Our third-party payment processor. In such case, the Customer's own bank or payment service may charge additional fees.

In any case, all payments of the Price must be received in full in Euros and by the relevant due dates.

- 6.2. While We try to ensure that all Prices displayed on the relevant Event Page and in the Sales Brochure are accurate, errors may occur. If We discover an error in the Price of the Hospitality Packages a Customer has ordered, We will inform the Customer as soon as possible and give the Customer the option of reconfirming its Order at the correct Price (and credit or debit the Customer's account as applicable) or cancelling the Customer's Order. If We are unable to contact the Customer, the Customer agrees to pay the correct Price. If the Customer chooses to cancel after the Customer has already paid the incorrect Price of the Hospitality Package, the Customer will receive a full refund.
- 6.3. Any VAT and/or other consumption or applicable local tax, fees or dues (which is payable either at the time of the submission of the Order or thereafter) will be reflected in the Confirmation of Purchase and the relevant invoice at the applicable rate and shall be payable by the Customer in addition to the Price. For the avoidance of doubt, FORTIUS may charge VAT and/or other consumption or applicable local tax, fees or dues retrospectively after the date of an invoice in the event of any changes in applicable laws. Where the relevant conditions are met under the European Union reverse charge mechanism and based on the requirements of the substantive laws of Switzerland, a 0% VAT invoice with reference to "VAT reverse charged" shall be issued to the Customer. The responsibility to report the VAT transaction is passed to the Customer who shall self-declare the transaction in its VAT return.
- 6.4. Any and all bank or wire payment, currency conversion, currency exchange control, credit card charge (incurred by the Customer as a result of the payment) or other charges incurred in connection with any payment will be the sole responsibility of, and shall be fully borne and payable by, the Customer in addition to the Price.

7. ENTRANCE BY NON-HOSPITALITY GUESTS AND ACCEPTANCE OF RISKS AND LIABILITY

7.1. Entrance by Non-Hospitality Guests

7.1.1. Subject to Section 5.4.14, outside of the Hospitality Servicing Hours, the House of AC37 will be open to public during the entire AC37 Period, including all Race Days, Non-Race Days and Reserve Days, during such opening hours as communicated by FORTIUS on the Marketplace or in such other manner and form as determined by FORTIUS. Outside of the Hospitality Servicing Hours it is not necessary to hold a Hospitality Access Device to access to the House of AC37, but FORTIUS may restrict access to the House of AC37, or parts thereof, to Non-Hospitality Guests holding a prior reservation with, or invitation by, FORTIUS.

7.1.2. Any entrance to the House of AC37 by Non-Hospitality Guests shall be:

- (i) subject to compliance with:
 - (a) the Rules of Conduct;
 - (b) the Venue Rules;
 - (c) any sanitary measures or policies in place;
 - (d) all applicable laws in place from time to time (whether statutory or otherwise and including health and safety requirements and sanitary measures in the context of COVID-19 or similar reasons) governing access or presence at the Venue and the House of AC37, attendance at AC37, general safety certificate and any special safety certificate applying to the Venue and/or the House of AC37, issued by any Venue Authority or further authority that has jurisdiction or authority in relation to the holding of AC37;
 - (e) the instructions, guidelines and policies given by the FORTIUS and/or the Venue Authorities (including the no-smoking policies applicable to the House of AC37 which may permit smoking only in dedicated smoking areas);
- (ii) where applicable laws stipulate a minimum age for attendance at public events, authorised only to such persons who meet the minimum age requirements.

7.2. Acceptance of Risk, Limitations on Liability, Responsibilities

7.2.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH NON-HOSPITALITY GUEST (IN HIS/HER OWN NAME AND ON BEHALF OF ANY ACCOMPANYING MINORS) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING AC37 AND STAYING IN THE HOUSE OF AC37 AND WAIVES ANY CLAIMS AGAINST FORTIUS, THE AC37 PARTIES AND ANY FURTHER VENUE AUTHORITY RELATING TO SUCH RISKS AND DANGERS. EACH NON-HOSPITALITY GUEST (IN HIS/HER OWN NAME AND ON BEHALF OF ANY ACCOMPANYING MINORS) ACCEPTS THAT THERE ARE RISKS TO THE PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO, OR FROM AND OUTSIDE OF OR WITHIN THE VENUE AND HOUSE OF AC37. NOTHING IN THIS SECTION 6.2.1 IS INTENDED TO REQUIRE A NON-HOSPITALITY GUEST (OR ANY ACCOMPANYING MINORS) TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES, LOSSES, COSTS, EXPENSES, CLAIMS OR FEES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF FORTIUS, THE AC37 PARTIES OR ANY FURTHER VENUE AUTHORITY.

AN INHERENT RISK OF EXPOSURE TO COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DEASEASE EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING THE VENUE AND THE HOUSE OF AC37. COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMICS, EPIDEMICS OR DEASEASES ARE EXTREMELY CONTAGIOUS DISEASES 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 ACCESSING THE VENUE AND/OR THE HOUSE OF AC37, EACH NON-HOSPITALITY GUEST (IN HIS/HER OWN NAME AND ON BEHALF OF ANY ACCOMPANYING MINORS) VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19, ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DISEASE. EACH Non-Hospitality Guest SHALL FOLLOW ANY AND ALL RULES AND/OR PROTOCOLS THAT FORTIUS AND/OR THE VENUE AUTHORITIES MAY IMPLEMENT THROUGHOUT AC37 (E.G. REQUIREMENT TO WEAR FACE MASKS, SIMILAR COVERINGS OR PROHIBITION TO POUR ALCOHOLIC BEVERAGES) IN ORDER TO ATTEMPT TO REDUCE THE SPREAD OF OR THE RISK OF CONTRACTING COVID-19 ANY MUTATION THEREOF OR SIMILAR PANDEMIC, EPIDEMIC OR DISEASE AND THAT THE INABILITY OR UNWILLINGNESS TO COMPLY WITH SUCH RULES AND/OR PROTOCOLS SHALL NOT ENTITLE THE NON-HOSPITALITY GUEST TO ANY FORM OF COMPENSATION.

- 7.2.2. SUBJECT TO SECTION 7.2.4, FORTIUS, THE AC37 PARTIES AND ANY FURTHER VENUE AUTHORITY HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH AC37. NEITHER FORTIUS, NOR ANY VENUE AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF THE RESPECTIVE OTHER PARTIES. FORTIUS AND EACH VENUE AUTHORITY ARE RESPONSIBLE SOLELY FOR THEIR OWN ACTS AND OMISSIONS.
- 7.2.3. SUBJECT TO SECTION 7.2.4, AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER FORTIUS, NOR ANY VENUE AUTHORITY SHALL BE LIABLE TO THE NON-HOSPITALITY GUEST FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING 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 STAY IN THE VENUE AND/OR HOUSE OF AC37 OR ANY BREACH OF THE RESULTING SERVICE ARRANGEMENTS. THE MAXIMUM LIABILITY OF FORTIUS AND ANY OF THE VENUE AUTHORITIES TO EACH NON-HOSPITALITY GUEST IN CONTRACT OR OTHERWISE UNDER, OR IN CONNECTION WITH, THE SERVICE ARRANGEMENTS RESULTING FROM THE STAY IN THE VENUE AND/OR THE HOUSE OF AC37 SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE Non-Hospitality Guest IN RESPECT OF THESE SERVICE ARRANGEMENTS.
- 7.2.4. NOTHING IN THIS SECTION 7.2 WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY NON-HOSPITALITY GUEST OR EXCLUDE OR RESTRICT:
- (i) ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY FORTIUS OR ANY VENUE AUTHORITY;
 - (ii) ANY LIABILITY FOR ANY INTENTIONAL OR GROSS NEGLIGENT ACTS OR OMISSIONS BY FORTIUS OR ANY VENUE AUTHORITY;
 - (iii) ANY LIABILITY FOR THE VIOLATION OF ANY CARDINAL DUTIES OF FORTIUS; AND/OR
 - (iv) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 7.2.5. EACH NON-HOSPITALITY GUEST SHALL INDEMNIFY AND HOLD HARMLESS FORTIUS AND ANY VENUE AUTHORITY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:
- (i) A VIOLATION OF THE RULES OF CONDUCT, VENUE RULES AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; AND/OR
 - (ii) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE STAY IN THE VENUE AND/OR THE HOUSE OF AC37.

THIS MEANS THAT IF A NON-HOSPITALITY GUEST VIOLATES ANY OF THE RULES OF CONDUCT, VENUE RULES AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS, THE NON-HOSPITALITY GUEST MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING

LEGAL COSTS, THAT FORTIUS AND/OR ANY VENUE AUTHORITY MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

8. RULES OF CONDUCT

8.1. Purpose of Rules of Conduct

8.1.1. These Rules of Conduct have been developed by FORTIUS in cooperation with the Venue Authorities and govern the applicable safety and security measures and further rules for the conduct which are binding for any Hospitality Access Device Holder and Non-Hospitality Guest with respect to the access to, and stay in, the House of AC37 during the AC37 Period.

8.2. Notification and Acceptance of Rules of Conduct

8.2.1. Each Hospitality Access Device Holder and Non-Hospitality Guest agrees and acknowledges that he/she has read, understood, accepted and will comply with these Rules of Conduct as well as any specific instructions given by FORTIUS and/or any of the Venue Authorities. By accessing the House of AC37, any Hospitality Access Device Holder and Non-Hospitality Guest will have, or will be deemed to have, fully and irrevocably agreed with FORTIUS to these Rules of Conduct.

8.2.2. Pursuant to Section 5.1.1, any Customer has agreed to these Rules of Conduct by submitting a signed and completed Order Form to FORTIUS.

8.2.3. Pursuant to Section 5.4.5, the Customer shall ensure that any of its Third Party Purchaser(s) and any Guest, including own Guests and Guests of a Third Party Purchaser:

- (i) are aware that the purchase of the Hospitality Package(s) and the Hospitality Access Device(s) included in such Hospitality Package(s) is subject to these Rules of Conduct;
- (ii) are provided with a copy of these Rules of Conduct;
- (iii) by accepting the resale or transfer of the Hospitality Packages and/or Hospitality Access Devices from the Customer, agree to be bound by, and comply with, these Rules of Conduct.

8.3. Notification and Modification of Rules of Conduct

8.3.1. These Rules of Conduct remain subject to changes. The most up-to-date and applicable version of these Rules of Conduct is made available during the AC37 Period days at the House of AC37 and at www.fortiusworld.com/en/global/legal.com. Each Hospitality Access Device Holder and Non-Hospitality Guest acknowledges and agrees that FORTIUS may modify these Rules of Conduct from time to time.

8.4. Conduct at the House of AC37

8.4.1. For safety and security purposes, all Hospitality Access Device Holders and Non-Hospitality Guests attending AC37 and visiting the House of AC37, if and when so requested by stewards, safety personnel and/or any other legally authorised persons, shall:

- (i) in case of a Hospitality Access Device Holder during Hospitality Servicing Hours, produce a valid Hospitality Access Device;
- (ii) submit to inspections, body checks and examinations (including through the use of technical aids) to ensure that they are not in possession of weapons or other prohibited or unauthorised items. Safety personnel, stewards and/or police shall be entitled to search any person's clothing, belongings and any other items in their possession;

- (iii) comply with all instructions and guidelines issued by safety personnel, stewards and/or police and/or any other duly authorised persons at the Venue, the Hospitality Village and the House of AC37;
 - (iv) comply with all sanitary measures and policies in place at the Venue, the Hospitality Village and/or the House of AC37 and follow any instructions from safety personnel, stewards and/or police and/or any other duly authorised persons at the Venue, the Hospitality Village and House of AC37 in relation to sanitary and hygiene measures; and
 - (v) be subject to additional safety controls inside the Venue, the Hospitality Village and the House of AC37, as the case may arise.
- 8.4.2. All Hospitality Access Device Holders and Non-Hospitality Guests attending AC37 and visiting the House of AC37 shall, at all times during their stay in the House of AC37, conduct themselves in a manner that does not offend, endanger the safety, or unnecessarily hinder or harass other spectators and/or accredited persons. In particular, it shall be strictly forbidden inside the House of AC37 to express or disseminate any insulting, racist, xenophobic, sexist (relating to either men or women), religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages or being in possession of such material.
- 8.4.3. Hospitality Access Device Holders and Non-Hospitality Guests attending AC37 and visiting the House of AC37 are not permitted to bring into, possess, hold or use in the Venue, the Hospitality Village and/or the House of AC37:
- (i) any weapons of any kind or any objects which enable the practice of violence or anything that could be used as a weapon or to cut, thrust or stab, or as a projectile;
 - (ii) any fireworks, flares, smoke powder, smoke canisters, smoke bombs or other pyrotechnics or devices which produce similar effects;
 - (iii) any gas spray cans, corrosive, flammable substances, dyes or receptacles containing substances which are harmful to health or are highly flammable;
 - (iv) any liquids of any kind (including beverages whether alcoholic or not), except if acquired or obtained inside of the House of AC37;
 - (v) any materials related to offensive, racist, xenophobic cause, charity or ideological concern;
 - (vi) any sort of animals, except for guide dogs;
 - (vii) any promotional or commercial materials;
 - (viii) any other objects or items which could compromise public safety and/or harm the reputation of AC37 as assessed at the sole discretion of FORTIUS and/or any Venue Authority; and/or
 - (ix) any own food or beverages unless necessary for medical, health or dietary reasons.
- 8.4.4. The Venue Rules may contain detailed lists of prohibited items and conduct and each Hospitality Access Device Holder and Non-Hospitality Guest attending AC37 and visiting the House of AC37 shall fully comply with any restrictions contained therein. Abbreviated versions of the Venue Rules, or simple icons illustrating prohibited items or rules of conduct may also be included in the Hospitality Package, the Hospitality Access Device, the entrance of the Venue, the Hospitality Village and/or the House of AC37 and must be fully complied with by the Hospitality Access Device Holder(s) and Non-Hospitality Guest(s) attending AC37 and visiting the House of AC37.
- 8.4.5. In particular, it is strictly forbidden to do any of the following inside of the House of AC37:
- (i) occupy or access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Hospitality Access Device held by the Hospitality Access Device Holder (if applicable);
 - (ii) restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits;

- (iii) engage in any other conduct which may endanger any person at the House of AC37; and/or
- (iv) any other conduct which is not authorised.

The above list is not exhaustive. Hospitality Access Device Holders and Non-Hospitality Guests attending AC37 and visiting the House of AC37 should refer to the FORTIUS representative present in the House of AC37 and the Venue Rules as made available by the Venue Authorities at the Venue for more information on the required conduct.

8.5. Sound and Image Recordings

8.5.1. Hospitality Access Device Holders and Non-Hospitality Guests attending AC37 and visiting the House of AC37 acknowledge being informed that they may be photographed, filmed or taped by the AC37 Parties, FORTIUS and/or the Venue Authorities, and/or any third parties appointed thereby, which shall have the right, in perpetuity or for the maximum term permitted under applicable laws to reasonably use, broadcast, publish and license, without any requirement for payment of money or other form of consideration, the Hospitality Access Device Holder's and Non-Hospitality Guest's voice, image and likeness by means of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.

8.5.2. Hospitality Access Device Holders and Non-Hospitality Guests shall not collect, take, record and/or transmit any sound, image and/or description of the House of AC37, the Venue, AC37 and/or the an AC37 Race (as well as any result and/or statistics of an AC37 Race) other than for their exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Venue and/or the House of AC37 for any commercial purposes). It is strictly forbidden to disseminate over the internet, radio, television or any other current and/or future media, any sound, picture, image, data, description, result and/or statistics of AC37 and/or the any AC37 Race in whole or in part, or to assist any other person(s) conducting such activities. Copyright, database rights and any other intellectual property rights in any unauthorised recording or transmission under this Section is assigned (by way of present assignment of future rights) to the AC37 Parties. Hospitality Access Device Holders and Non-Hospitality Guests further agree (if and whenever required to do so by the AC37 Parties) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the AC37 Parties absolutely and free of all encumbrances and other charges.

8.6. Non-compliance with Rules of Conduct

8.6.1. Any violation by a Hospitality Access Device Holder and Non-Hospitality Guest of the terms of the Sections 8.4 and 8.5 represents a material breach of these Rules of Conduct by the Hospitality Access Device Holder or Non-Hospitality Guest. In such case, FORTIUS and any Venue Authority may:

- (i) in case of a Hospitality Access Device Holder render null and void any applicable Hospitality Access Device and enforce their rights under the Sales Agreement and/or claim damages pursuant to Section 8.6.2;
- (ii) refuse entry into the Hospitality Facility to the offending Hospitality Access Device Holder or Non-Hospitality Guest, or eject the Hospitality Access Device Holder or Non-Hospitality Guest from the Hospitality Facility; and/or
- (iii) notify governmental authorities of a violation of the provisions of these Rules of Conduct and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

- 8.6.2. In case of any violation of these Rules of Conduct, the Hospitality Access Device Holder and Non-Hospitality Guest shall be directly liable to FORTIUS and the AC37 Parties for any direct and indirect damages suffered by the relevant party, including consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

9. MISCELLANEOUS

- 9.1. Should any provision(s) of these General Sales Regulations be declared void, ineffective or unenforceable by any competent court, the remainder of these General Sales Regulations will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained. In such case, the void, invalid or unenforceable provision(s) shall be replaced by a provision which is appropriate in terms of location, time, scope and legislation which, to the extent possible, resembles the void, invalid or unenforceable provision as much as possible. This shall apply equally to any gap in the provisions of these General Sales Regulations.
- 9.2. These General Sales Regulations (together with its component parts) have been drafted in English language. In the event of any discrepancy between the English and any other language version of these General Sales Regulations the English text will prevail and will be used to resolve all questions of interpretation and application.
- 9.3. Any failure by FORTIUS, a FORTIUS Affiliate or the AC37 Parties (if applicable) to exercise or enforce any right or provision of these General Sales Regulations shall not constitute a waiver of such right or provision.
- 9.4. These General Sales Regulations shall be governed by and interpreted in accordance with the substantive laws of Switzerland, any choice of law principles and the Vienna Convention on the International Sale of Goods (CISG) being expressly excluded.
- 9.5. For any complaints regarding Our services, please contact Us [here](#). If any dispute arises with respect to these General Sales Regulations, including any disputes as to the conclusion, binding effect, amendment and termination of the General Sales Regulations and/or a Sales Agreement, FORTIUS and/or the relevant FORTIUS Affiliate and the Customer shall each use their respective reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to both parties. If the disputing parties do not resolve any such dispute within twenty (20) working days from the date on which negotiations are initiated, the exclusive venue of jurisdiction for all disputes arising from, or in connection with these General Sales Regulations and the Sales Agreement shall be the competent courts of the business seat of FORTIUS or the relevant FORTIUS Affiliate (depending on the disputing parties) whereas the parties shall be entitled to sue the respective other party at the business seat of such other party. In case of FORTIUS, the exclusive venue of jurisdiction for all any disputes arising from, or in connection with these General Sales Regulations and/or a Sales Agreement shall be the Court of Commerce (Handelsgericht) in Zurich, Switzerland.
- 9.6. In any legal dispute, to the fullest extent permitted under the applicable laws, the competent court may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. ANY CUSTOMER AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE LEGAL PROCEDURE.

- 9.7. Any Customer agrees to indemnify and hold harmless FORTIUS, any FORTIUS Affiliate, any Hospitality Sales Agent, the AC37 Parties and any of the further Venue 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 any activity conducted by the Customer, the Third Party Purchaser, any of their Guests which infringes the intellectual property rights of FORTIUS, any FORTIUS Affiliate, the AC37 Parties and/or the relevant Venue Authority.

- 9.8. A notice under or in connection with these General Sales Regulations must be in writing and must be delivered personally or sent by overnight mail delivery service or by PDF attached to an e-mail to the party due to receive the notice. The FORTIUS' address and e-mail details are those specified on the Marketplace.