

## **LEGAL CONDITIONS FOR THE ON-LINE PURCHASE OF TICKETS THROUGH THE WEBSITE**

**[www.circuitcat.cat](http://www.circuitcat.cat)**

### **DATA CONTROLLER:**

**Who is responsible for your data?**

**Holder: Circuits de Catalunya S.L. (hereinafter, "CCSL")**

**Registered office: Calle Mas de la Moreneta, S/N, 08160, Montmeló (Barcelona)**

**VAT-ID: B-08282626**

**Telephone: +34 935 719 700**

**mail: [info@circuitcat.com](mailto:info@circuitcat.com)**

### **PURPOSE OF DATA PROCESSING AND CATEGORIES OF DATA PROCESSED**

#### **For what purpose and for how long will we process your personal data?**

CCSL will process the user's data, manually and/or automatically, for the following specific purposes: To manage the hiring of services and ticket purchases made through the website and the platform, as well as the corresponding invoicing and delivery.

To periodically send electronic communications about services, events and news related to our professional activity, unless otherwise indicated or unless the user opposes or withdraws their consent.

To periodically send commercial and/or promotional information related to the hired services sector and of added value for end users, unless otherwise indicated or unless the user objects or withdraws their consent.

To respect anonymous statistical reports on the access habits and activity carried out by users on the website and the Platform.

To comply with the legally established obligations, as well as to verify compliance with contractual obligations, including the prevention of fraud.

#### **What data categories do we process?**

Taking into account the aforementioned purposes, CCSL processes the following data categories:

Identifying data: name, surname, postal address, e-mail address, postal code, telephone number.

Traffic and location data.

Metadata of electronic communications and attachments.

Commercial information data.

Economic, financial or banking data.

The personal data requested are mandatory, so that refusal to provide them will make it impossible to carry out the services hired or the request made.

The user guarantees that the data provided are true, accurate, complete and up to date, and shall be liable for any direct or indirect damage or harm that may be caused as a result of non-compliance with this obligation. In the event that the user provides data of third parties, he/she declares that he/she has their consent and undertakes to provide them with the information contained in this clause, exempting CCSL from any liability in this regard. However, CCSL may carry out checks to verify this fact, adopting the appropriate due diligence measures, in accordance with data protection regulations.

#### **How long do we keep your data?**

CCSL will keep the personal data of users only for the time necessary to carry out the purposes for which they were collected, and as long as they do not withdraw the consents granted. Subsequently, if necessary, it will keep the information blocked for the legally established periods.

#### **What security measures do we put in place to safeguard your data?**

CCSL is committed to the protection of personal data and the privacy of users, and therefore, in order to protect the different types of data reflected in this privacy policy, it will implement the necessary technical security measures to prevent their loss, manipulation, dissemination or alteration.

Encryption of communications between the user's device and CCSL's servers.

Encryption of the information on CCSL's own servers.

Other measures that prevent access to the user's data by third parties.

In those cases in which CCSL has service providers for the maintenance of the platform that are outside the European Union, these international transfers have been regularised in accordance with CCSL's commitment to the protection, integrity and security of users' personal data.

### **III. DATA COMMUNICATIONS**

#### **To which recipients will your data be communicated?**

CCSL informs the user that their data may be communicated to third parties in order to attend to their requests, manage the services they hire and inform them about services, events and news related to our professional activity. However, under no circumstances will your data be passed on to third parties without their consent. In addition, we inform you that certain data, within the framework of the regulations in force or the contractual relationship you maintain with CCSL, may be communicated to:

Public administrations with competence in the sectors of activity of CCSL, when so established by the regulations in force.

The State Security Forces and Corps by virtue of the provisions of the Law.

Banks and financial institutions for the collection of the services offered.

Other professionals in the field of management and/or legal advice, when such communication is required by law, or for the execution of the contracted services.

#### **IV. LEGITIMATION**

##### **What is the legitimation for the processing of your data?**

The legitimacy of CCSL to carry out the processing of user data lies in the consent of the interested party, requested for the specific case. On the other hand, the management of the contracting of services, payment, invoicing and corresponding shipments, is legitimised by the execution of the contract itself. The processing of data for the purpose of sending electronic newsletters on services, events and news related to our professional activity, is based on the legitimate interest of CCSL to carry out these treatments in accordance with current regulations. The user's information may also be used to comply with CCSL's various legal obligations.

#### **V. USERS' RIGHTS**

##### **What rights does the data subject have?**

You can send us a letter to CCSL at Calle Mas de la Moreneta, s/n, 08160, Montmeló (Barcelona) or by e-mail to [info@circuitcat.com](mailto:info@circuitcat.com). At any time and free of exercise, you may exercise the following rights:

To withdraw the consents given.

Obtain confirmation as to whether or not CCSL is processing personal data concerning you.

Access your personal data.

Rectify inaccurate or incomplete data.

Request the deletion of your data when, among other reasons, the data are no longer necessary for the purposes for which they were collected.

Obtain from CCSL the limitation of data processing when any of the conditions provided for in the data protection regulations are met.

In certain circumstances and for reasons relating to their particular situation to the processing of their data, data subjects may object to the processing of their data. CCSL will stop processing the data, except for compelling legitimate reasons, or the exercise or defence of possible claims.

To request human intervention, to express their point of view and to challenge automated decisions taken by CCSL, where appropriate.

To request the portability of their data.

Claim before the Catalan Data Protection Agency and the Spanish Data Protection Agency, when the data subject considers that CCSL has violated the rights that are recognised by the applicable data protection regulations.

At CCSL we are committed to regulatory compliance and respect for the rights of users, as well as respect for their privacy, so if you have any questions regarding how we treat your personal data, please do not hesitate to contact us through the channels indicated.

**THE OWNERSHIP OR USE OF THIS TICKET IMPLIES THE ACCEPTANCE OF THE FOLLOWING CONDITIONS:**

In these terms and conditions:

- a) **Event** means any event, activity or function held or to be held at the Venue, including the Grand Prix;
- b) **Grand Prix** means the FORMULA 1 GRAN PREMIO DE ESPAÑA 2023 and any support events or any peripheral entertainment organised or staged at the Venue;
- c) **FIA** means the Fédération Internationale de l'Automobile or any employee, representative, agent or contractor acting on the FIA's behalf;
- d) **FOWC** means Formula One World Championship Limited;
- e) **Terms and Conditions** means this document and any other documents incorporated by reference (as may be amended, modified or supplemented from time to time in accordance with Clause 4 below);
- f) **Ticket** refers to any ticket, pass, wristband, lanyard, accreditation and/or other document or item issued by the Promoter which permits entry to an Event;
- g) **Venue** means Circuit de Barcelona-Catalunya motor racing venue hosting the Event; and
- h) **you or a Ticketholder** means a person who has purchased or obtained a Ticket to the Event, or a person who otherwise uses or attempts to make use of a Ticket.

1. The Promoter of the Event is Circuits de Catalunya S.L. (the **Promoter**).
2. The purchase, possession and/or use (or attempted use) of a Ticket to access the Event or enter the Venue constitutes unconditional acceptance of, and agreement to comply with, these Terms and Conditions. If you purchase a Ticket for a minor, you are responsible for ensuring that the minor complies with these Terms and Conditions and that their parent or guardian consents to entered in these Terms and Conditions on behalf of that minor.
3. These Terms and Conditions are subject to any additional Event admission, security, public order and safety conditions, terms or regulations that may be sign-posted at the Venue or issued by the Promoter and notified to you from time to time (the **Venue Regulations**). If there is any conflict between these Terms and Conditions and the Venue Regulations, the Venue Regulations will prevail.
4. The Promoter reserves the right to make amendments to these Terms and Conditions from time to time where it has a valid reason to do so (including, without limitation, a change in the operational, security or health and safety requirements of the Promoter and/or Venue). Any material changes will be notified to you by the Promoter via the email address you provided at the time you purchased your Ticket.
5. If you have purchased a Ticket for a person other than yourself, you must bring these Terms and Conditions to their attention.
6. **You acknowledge that motor racing, the Event and certain activities associated with the Event (including without limitation support events) are dangerous and you agree to attend at your own risk.**

Refunds, prohibitions on transfer and resale of Tickets

7. The purchaser of the Ticket may withdraw from the purchase within 14 calendar days from the time of purchase, provided that the Event has not already taken place before the end of this period. Once purchased, the Ticket will neither be changed nor will the purchase price be refunded, except if the Event is not staged or if it is staged behind

closed doors. The Ticketholder may request a refund in the event of any restriction and/or prohibition of mobility decreed by the competent authorities due to force majeure (being pandemics, natural disasters or similar), which prevents him/her from travelling to the Event on the date of the Event. These circumstances must be proven by documents.

8. Tickets are non-refundable except as outlined in these Terms and Conditions or as required by law.
9. No refund or exchange will be given if you choose not to use your Ticket or to attend the Event.
10. The Promoter does not guarantee that a session or day of the Event will take place at the date and time indicated on the Ticket. The Promoter (and/or in relation to the Grand Prix, the FIA or FOWC) may make changes to the date, time or program of a session or day of the Event in the event of any unforeseen circumstances, including poor weather conditions, safety, or security concerns. There are no refunds if a session or day of the Event is delayed, interrupted, or not completed.
11. Tickets to the Event are strictly non-transferable and not for resale.
12. No Ticket for the Event may be on-sold or offered for resale for any form of fee or reward without the prior written consent of the Promoter (and, in respect of the Grand Prix, FOWC) first being obtained and without complying with these Terms and Conditions in all respects.
13. No Ticket for the Event may be used by any person for advertising, promotional or commercial purposes including without limitation, prizes, competitions, contests, sweepstakes or packaged with hospitality or other products without the prior written consent of the Promoter (and in respect of the Grand Prix, FOWC) first being obtained.
14. Any Ticket offered for sale, sold, or transferred in breach of these Terms and Conditions may be cancelled and any person seeking to use such Ticket may be refused entry to, or removed from, the Venue without refund or compensation.
- 15.

#### Entry into, and Conduct at, Venue

16. The Promoter reserves the right to refuse admission to (or eject from) the Venue any person (a) not complying with these Terms and Conditions; (b) not in possession of a valid Ticket; (c) who is in possession of a Ticket which has been sold or used other than in compliance with these Terms and Conditions; or (d) on grounds of health, safety, security or maintaining good public order.
17. You may be refused entry to the Venue if you attempt to use or present a Ticket acquired or obtained from an unauthorized vendor. The Promoter will not be liable for Tickets that have not been purchased at official sales points.
18. Admission to the Venue will only be granted on presentation of a valid Ticket. Proof of identity or age may be requested to verify the Ticketholder's entitlement to use a Ticket or classification of Ticket.
19. Ticketholders in possession of a child's Ticket or other category of discounted Ticket, who are not eligible to hold such a Ticket, may be refused entry to the Venue or required to pay the difference between the cost of the Ticket they hold and the full price adult Ticket.
20. You must keep your Ticket safe, until the end of the Event and in good condition. The Promoter reserves the right not to replace or accept any Ticket that is lost, forgotten, stolen, damaged, defaced, forged, or destroyed or any Ticket which is unreadable or

incomplete. Any damaged or broken Tickets, or Tickets suggesting possible forgery, shall authorize the Promoter to refuse access to the Venue. Only the first Ticket that is submitted and its code validated will be valid. Any Ticket with the same code, which is submitted subsequently, will be invalid. In the event that a Ticket appears in the system as having already accessed the Venue, the Ticketholder will be denied access to the Venue.

21. The Promoter reserves the right to decide whether to allow access to the Venue once the Event has started.
22. The Promoter will not replace Tickets for seating that is classified as general admission or is unallocated.
23. The Promoter reserves the right to alter seat allocations (if any) without prior notice, for a valid reason.
24. No admission or re-admission is permitted after the end of each day of the Event.
25. The Ticketholder must be the same for all days attending the Event, except in the case of non-nominal Tickets. Access may be denied to any user other than the one expressly stated on the Ticket. Should it be deemed necessary, the Promoter may request from Ticketholders personal identification, as a condition to access the Venue.
26. For security reasons, on entering the Venue, attendees may be searched. You must make your person and bags available for inspection. The Promoter may refuse entry to or eject from the Venue any person refusing to consent to such inspection.
27. The entry of objects that may be considered dangerous or that are prohibited by the current safety regulations for public events is not permitted.
28. You must not bring to the Venue or seek entry to the Venue while in possession of: (a) bottles, cans, glass vessels, thermos flasks, metal, ceramic or wood containers or alcoholic drinks ; (b) illegal substances or any article that might be used or interpreted as a weapon and/or compromise public safety or enjoyment of the Event including knives, bladed items, fireworks, smoke canisters, personal protection sprays, air-horns, vuvuzelas, whistles, flares, firearms, ammunition, weapons, dangerous or hazardous items; (c) drones or similar equipment, phone jammers, radio scanners, walkie-talkies, laser devices, selfie sticks; (d) bicycles, roller-skates, skateboards, scooters or other personal mobility devices (excluding prams); (e) items which could in the option of the Promoter be used to sabotage or damage property; or (f) items of a political, religious or other similar nature or items bearing slogans, symbols or messages which are offensive or incite violence (**Prohibited Items**).
29. Any person in possession of Prohibited Items may be refused entry to or ejected from the Venue or may only be permitted to remain in the Venue if any such Prohibited Items are surrendered.
30. Any Prohibited Items that are surrendered will be deemed to be surrendered irrevocably and voluntarily. Any such items may be disposed of by the Promoter without any liability.
31. The sale of, and access to the Venue with, alcoholic beverages is forbidden. Soft-drinks and alcohol-free beer will be available for sale at the different sales points inside the Venue.
32. You are permitted to bring: (a) umbrellas (provided the top is not sharp); (b) chairs exclusively for use in the Pelouse areas, as long as they do not disturb other spectators; (c) prams; and (d) food and non-alcoholic beverages and plastic bottles up to 1.5L (including caps) and briks.

33. No animals (with the exception of registered assistance dogs) will be admitted to the Venue.
34. You must not bring into, use, distribute or display (whether for free or not) within the Venue any sponsorship, promotional or marketing materials or do any other thing which may cause a reasonable person to believe that you have a sponsorship arrangement with the Promoter, the Event (or, in the case of the Grand Prix, FOWC or its affiliates).
35. The Ticketholder undertakes to accept compliance with the health protocol and the sanitary measures established by the Promoter, if applicable, as well as the safety regulations in force at the Venue at the time of the Event.
36. The Promoter reserves the right to direct you to leave the Venue at any time for safety or security reasons.
37. The Promoter may use CCTV cameras at the Venue. Your image may be captured by these CCTV cameras. The Promoter may use or pass to law enforcement agencies any recordings from CCTV cameras.
38. In the event that access is controlled by video surveillance, we inform you that your image will be included in a file under the responsibility of the Promoter for the purpose of access control and security of the Event, as well as the resolution of any incident. You have the right to exercise your right of access, rectification, cancellation, and opposition to the treatment of your data by contacting the Promoter.
39. The use of photographic cameras for professional purposes, without being duly accredited, or video cameras for live broadcasting, inside the Venue, is prohibited.
40. You consent to appear in images taken inside the Venue for subsequent dissemination for informative, promotional, or commercial purposes and authorise the aforementioned uses.
41. While at the Venue you must maintain safe and respectful behaviour. The Promoter reserves the right, on reasonable grounds, to refuse admission and to remove persons from the Venue, including where: (a) you are or your behaviour is likely to adversely affect the enjoyment of others; (b) you are or your behaviour is likely to provoke a breach of the peace; (c) you appear to be under the influence of alcohol or illegal substances; or (d) you fail to follow the lawful directions or instructions of Event staff or security personnel. You will be responsible for any injury to third parties or damage to the Venue that may be caused by your actions or omissions.
42. You may be exposed to loud noises at the Event. You and any of your guests, particularly children, are advised to wear hearing protection during races and music concerts (if any).
43. You must follow the lawful directions of the Promoter (or its authorised agents), Event or Venue staff, official, steward, security personnel and emergency services authorities and comply with all relevant laws and regulations of Spain.
44. You must not obstruct access-ways, exits, entrances or staircases or seek entry to stands, seats or areas for which you do not hold a Ticket.
45. Parents and guardians are responsible for children that accompany them at all times at the Venue. Persons under 18 years of age must always be accompanied by a responsible adult, otherwise they will be refused entry to the Venue. All persons under 18 years of age must be supervised at all times.
46. Your information is gathered and stored in accordance with the Privacy Policy which is available at <http://termsandconditions.circuit.cat> and may be updated from time to time.
47. Subject to the laws of Spain, you may have the right to access, correct or request deletion of your personal information or to object to or restrict the Promoter processing

your personal information in certain circumstances. Any information requests or other queries in relation to these Terms and Conditions should be sent to [tickets@circuitcat.com](mailto:tickets@circuitcat.com).

48. These Terms and Conditions are governed by the laws of Spain. You irrevocably submit to the non-exclusive jurisdiction of the courts of Spain and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
49. These Terms and Conditions are not intended to affect your statutory rights as a consumer.
50. These Terms and Conditions were last updated on April 19<sup>th</sup> 2023. Any queries in relation to these Terms and Conditions should be sent to [tickets@circuitcat.com](mailto:tickets@circuitcat.com).

**The following additional provisions shall apply if you purchase a parking ticket:**

1. The Promoter reserves the right to modify the location of the purchased car park if it deems it appropriate for organizational reasons, as well as to facilitate mobility in cases where it is necessary to decongest the access routes to the Venue.
2. The parking entrance is per vehicle, regardless of the occupants that go in it.
3. Once purchased, the parking ticket will not be exchanged nor will its amount be refunded.
4. The car park is not guarded and to avoid risks, it is recommended not to leave valuables inside vehicles that remain parked.
5. Only the first entry that is presented and its code is validated will be valid. Any entry with the same code, which is submitted later, will be invalid.
6. The Promoter assumes no responsibility in the event of loss or theft of the parking ticket. In this case, you must buy a new ticket online or in the same parking lot.
7. The Promoter does not guarantee the authenticity of the parking ticket if it has not been purchased at the official points of sale.
8. You must keep your parking ticket until the day of the event as if it were cash. The beneficiary of the ticket assumes all responsibility in the event that his/her parking ticket is presented in duplicate, photocopied or falsified, losing all the rights that it grants him/her to be able to access the car park.
9. The Promoter reserves the right of admission into the car park.
10. The resale of the parking ticket is not allowed.

**The following additional provisions shall apply if you purchase a Ticket to and/or attend the Grand Prix. In the event of any conflict between the following provisions applicable to the Grand Prix and the rest of these Terms and Conditions, these provisions shall prevail in respect of the Grand Prix:**

1. You must not make, create, store, record or transmit any kind of sound recording, visual footage or audio-visual footage (**Recording**), or store, record or transmit any information or other data, including official timing, results, performance, telemetry, weather or race control data (**Data**) of, at, or in relation to the Grand Prix. It is forbidden to take into the Venue any equipment that may enable you to do the aforementioned acts. Personal electronic devices (including still image cameras, mobile telephones and other handheld personal communications devices) are permitted within the Venue



unless otherwise advised, provided that any Recording, Data and any image, including photographic images and any still pictures derived or capable of being derived from a Recording (**Image**) of the Grand Prix that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only.

2. As a condition of entry to the Venue you agree that (a) the use of any such Recording, Data or Image for any form of public advertisement, display, commercial gain or for any other purpose (except for your private enjoyment) without the prior written consent of FOWC is strictly forbidden and will constitute a breach of these Terms and Conditions for which you may be liable; and (b) on request by the Promoter or FOWC, you shall assign to FOWC in writing the copyright and all other intellectual property in any Image or Recording that you create, make, store or record of, at or in relation to the Grand Prix; and (c) you consent to the use by FOWC (and by any third party authorized by FOWC from time to time) for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material) in any media worldwide, in perpetuity and on a royalty-free basis, and approved by FOWC of any still or moving picture images taken at the Grand Prix where such image includes any image of you, your voice or your likeness and you waive any and all of your personality and privacy rights to the extent necessary to permit such use.
3. Unauthorised Recordings, Images or similar items or content may be confiscated and destroyed. The Promoter and FOWC and its affiliates will not be liable for any loss, theft or damage to or resulting from confiscated items.
4. Ownership, possession or use of a Ticket does not confer any rights (by implication or otherwise) on you to use (for any commercial purpose or otherwise), alter, copy or otherwise deal with the name of the Grand Prix or part thereof (nor any abbreviation or foreign language version thereof), any logo or graphic device of or relating to the Grand Prix or any of the symbols, trade marks, logos and/or intellectual property appearing on the Ticket. The F1 FORMULA 1 Logo, F1 Logo, FORMULA 1, FORMULA ONE, F1, FIA FORMULA ONE WORLD CHAMPIONSHIP, SPAIN GRAND PRIX, GRAND PRIX, PADDOCK CLUB and related marks are trade marks of Formula One Licensing BV, a Formula 1 company. All rights reserved.