



PROJEKT SPIELBERG GMBH & CO KG

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TERMS & CONDITIONS – MotoGP™

It is a condition of public admission to the event MotoGP™ 2021 (“Event”) that all ticketholders comply with the following rules:

1. The ticket is purchased for the Event. The date of the Event and/or the support program may be subject to change without refund of monies or exchange of ticket. With regard to the special conditions granted for individual ticket categories, Projekt Spielberg GmbH & Co KG reserves the right to change or restrict the conditions, number of offers and duration at any time. Tickets made available free of charge or at a discount can generally or in number be linked to the purchase of non-reduced tickets. Up to two free children's tickets can be purchased with the purchase of an adult ticket, subject to availability. With regard to the event, refunds or exchanges are excluded, except in the event of cancellation of the event, unless in this case other legal provisions apply. No booking charge will be refunded if the Event is cancelled. No tickets are transferable to other events. Tickets to the Event are strictly nontransferable and not for resale. No ticket for the Event shall be sold or offered for sale for any form of fee or reward without the prior written consent of the Promoter first being obtained and without complying with these terms and conditions in all respects. No ticket for the Event shall 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 Dorna Sports S.L. (“DORNA”) first being obtained. The Promoter reserves the right to refuse admission to (or eject from) the Venue to any person (a) not complying with these terms and conditions or (b) who is in possession of a ticket which has been sold or used other than in compliance with these terms and conditions.
2. For good and valuable consideration, which receipt is acknowledged, the ticket holder grants DORNA and the Circuit and their designees the right to use his/her image and/or likeness in any live or recorded display or other transmission or reproduction of the event, including without limitation his/her rights to publicity and/or commercial exploitation.
3. 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 Event. 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, excluding drones) 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 Event that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only.
4. 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 DORNA 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 DORNA, you shall assign to DORNA 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 Event; and (c) you consent to the use by DORNA (and by any third party authorized by DORNA 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 and approved by DORNA at any still or moving picture images taken at the Event where such Image includes any image of you and you waive any and all of your personality and privacy rights to the extent necessary to permit such use.

5. You hereby acknowledge that motor racing the Event and certain activities associated therewith (including without limitation, support events) are dangerous. The Promoter, sanctioning bodies, Fédération Internationale de Motocyclisme, DORNA, IRTA and its affiliates, persons involved in the organization of the Event (including officials, marshals, rescue and medical staff), the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies), are not responsible for any loss or damage howsoever caused to you or your property to the maximum extent permitted by Austrian law (save that nothing in these conditions limits or excludes (i) liability for death or personal injury arising out of the negligence of any at the above mentioned parties, or (ii) any damage incurred by way of fraud or fraudulent misrepresentation by any of the above mentioned parties).
6. It's forbidden to use the name of the Event or part thereof (nor any abbreviation or foreign language version thereof) nor any logo or graphic device of or relating to the Event for any commercial purpose without the prior written consent of DORNA.
7. By accepting the ticket, the visitor of the venue submits to the site rules and the access criteria in its current version.
8. For security measures, you may be refused admission to/removed from the Venue/searched by officials/ filmed by CCTV.
9. **GOVERNED LAW**

These terms and conditions shall be governed by Austrian law excluding the UN Sales Convention and the referral rules of Austrian private international law.