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TERMS & CONDITIONS – MotoGP™

It is a condition of public admission to the event MotoGP™ 2016 (“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. No refunds or exchanges are available in respect of tickets unless the Event is cancelled. 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) 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. At accepting the ticket, the visitor of the venue submits to the site rules.
8. Instructions of security staff and stewarding staff and the executive authorities must be complied with at all times.
9. Access to and staying in the venue is allowed only at the times defined by the organizer without any exception. Staying overnight or camping in the venue is not allowed.
10. Please keep to the marked paths. Standing on the stairs and emergency escape routes, climbing over and sitting on enclosures and barriers is prohibited. Taking along vehicles and similar is prohibited.
11. Motor sport events are loud. We urge you to wear ear protectors to minimize the risk of hearing damage. The organizer does not accept any liability in this regard. It is recommended not to bring children below the age of six to the event.
12. Bringing along cold food (snacks), exclusively for your own personal use, is allowed. Grills, cookers and other devices for preparing food are not allowed.
13. Bringing along fireworks, Bengal lights, incendiary compositions, sticks, poles, parasols, bottles, rocks, objects that may be used as cut and thrust weapons and weapons of any kind is prohibited. Security staff and stewards are entitled to take away any such items at entry to the venue by inspecting containers you brought along or clothes.
14. Persons obviously under the influence of alcohol or drugs are not allowed to enter the venue or can be removed from the premises and are not entitled to the ticket price being reimbursed.
15. Persons not complying with the owner's site rules or acting suspicious by creating a disturbance can be removed from the venue at any time.
16. The visitors are made aware that the venue is monitored by CCTV.
17. Setting up and hanging up posters in the whole area including the courtyard is only possible upon express written approval by the owner or organizer.

18. Distributing promotional material is forbidden.
19. Official merchandising items are sold within the venue. It is not allowed to buy goods from unofficial merchants. Furthermore, no goods of any kind may be distributed against payment or free of charge within the venue or in the parking lots.
20. For security measures, you may be refused admission to/removed from the Venue/searched by officials/ filmed by CCTV.
21. Animals/articles that compromise public safety are not permitted. (Exception: Guide dogs)

22. LIST OF PROHIBITED ITEMS

The audience is prohibited from bringing along objects of any kind that may be thrown or fired or which may be used to disturb or threaten the peace, order and security in the venue in any other way. This includes but is not limited to the items of the following list:

- a) Professional TV or video cameras and devices for professional audio recordings
- b) Drink containers of any kind (except for unbreakable plastic bottles and customary cans)
- c) Weapons of any kind and objects that have a weapon-like effect, such as knives, darts, etc.
- d) Objects and items that could be used as weapons or projectiles, including metal objects such as removable chains, iron bars and iron pieces
- e) Laser pointers of any kind
- f) Pyrotechnical items of any kind
- g) Parasols
- h) Gas-operated horns and other horns of any kind
- i) Drugs and stimulants
- j) Racist, xenophobic, right-wing extremist, Nazi, sexist or political propaganda materials
- k) Any and all promotional, commercial items, including banners, flags, signs, symbols, flyers and similar, objects and materials of any kind
- l) Gas spray cans, caustic, inflammable, coloring substances or substances that are threatening a person's health or are highly flammable
- m) Bulky objects such as scaffolding, ladders, bicycles, skateboards, tables
- n) For access to the stands, bulky big bags, big backpacks, suitcases, sports bags are prohibited. Pursuant to this provision, all baggage is deemed bulky that could not be stowed away in the area of the purchased seat
- o) Balaclava helmets

23. LIST OF ALLOWED OBJECTS

- a) cell phones/mobile phones
- b) Cameras, film and video cameras with batteries for private use and NOT for commercial use (e.g. NO video cameras suitable for TV)
- c) White canes, walking aids
- d) Key ring pendants, wallet chains
- e) Medications (if proof of illness is provided, also including syringes and glass containers)
- f) Flagpoles of up to 1.3m and less than 2cm diameter
- g) Customary pocket lighters

- h) Binoculars
- i) Plastic bottles and cans (in amounts which are conventional for personal use)

24. IMPORTANT NOTE

If light guns, rockets and/or firecrackers class II with more than 100 dB (e.g. "Supercobra 1-5", "Donnerschlag", etc.) or firecrackers class III and IV are found at access control, the persons bringing along such items are immediately prohibited from entering the premises.

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