### Monaco Grand Prix - Coral Ocean

#### **Terms & Conditions**

The following agreement governs your (**You**, **Your**) booking of tickets and accommodation for the Monaco Grand Prix and the Coral Ocean (the **Event**) with Ahoy Club Limited (**We**, **Us**, **Our**) for you and your companions, if any (**Your Party**). They are in addition to, any other terms and conditions that may apply to You and Your Party's participation in the Event.

### **CANCELLATIONS & REFUNDS**

Tickets and accommodation booked for the Event are non-refundable once the agreement has been signed or payment made. You may request a cancellation and refund of tickets and accommodation for one or members of Your Party, however, there is no guarantee that your request will be satisfied. In the instance that We have a waitlist for the Event and can re-sell the ticket and accommodation for equal or greater value, we will notify you in writing, and should still wish to cancel, then there will be no further charge for the cancellation, and instead your ticket and accommodation will be transferred.

## **IDENTIFICATION & PROOF OF RESIDENCE**

For all members of Your Party, including primary booker (ie You), proof of identity, nationality, signature & residence will be required to finalise your booking and entry on the vessel.

Requirements as below:

• Individual signing the contract: Passport and proof of residence of the person signing the contract, this must match the name on bank account.

#### **CLIENT OBLIGATIONS**

You shall:

- 1. ensure that the details provided for You, Your Party, the accommodation and any add on experiences, are complete and accurate;
- 2. contact Us immediately You are unhappy with any aspect of the Event and, in any event, no later than the end of the Event, failing which You shall be deemed to be happy with the quality of the same;
- 3. not, and must procure that Your Party does not, re-assign or transfer a ticket to the Event without Our prior approval & identification check;
- 4. obtain and maintain all necessary passports, visas, licences, permissions and consents which may be required for Client's participation in the experience before the date on which it is to start;
- 5. use, and procure that the rest of Your Party uses, the Accommodation only for the purpose of lodgings;
- 6. not engage, and procure that Your Party does not engage, in any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance
- 7. not consume, and procure that Your Party does not consume, food or beverages other than those supplied by the official caterers on the vessel or additional venues booked;
- 8. not, and procure that Your Party does not, do anything which might invalidate any insurance that covers the Event; (x)
- 9. observe, and procure that Your Party observes, all applicable laws, licences and the regulations in the jurisdictions where the Event takes place;
- 10. pay Us the cost of making good all damage to any premises or any property suffered during the Event caused by You or Your Party (excluding only fair wear and tear and damage and damage caused by Our agents, staff and subcontractors):

xi. grant, and must procure that each member of Your Party grants, Us and CORAL OCEAN permission to use photographs in web-based publications, print advertisement, internal and external communications as well as social media. You further agree, and must procure that each member of Your Party agrees, that any photographs taken of You or Your Party are Our property, and waive any right to inspect of approve such photographs.

You agree, and must procure that Your Party agrees that the Captain's authority is final, and any disturbance to procedures/protocols onboard any vessel that is part of the Event, by You or Your Party may result in being removed from the vessel and the Event.

# **PAYMENTS**

You shall pay:

- the Fee for the Event on the dates specified in the Invoice. To avoid doubt, final and complete payment
  for the Event will need to be settled three weeks prior to the Event start date. Failure to do so may
  result in an overdue fee add on or cancellation at Our absolute discretion;
- 2. the Extras Charges as notified by Us to You from time to time for all additional upgrades, bookings & experiences booked for You by Our Concierge; and
- 3. any Credit Card surcharge that may apply to Your purchases, subject to the credit card domain's respective merchant fee.

## **DISPUTES**

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, Our CEO and the You shall attempt in good faith to resolve the Dispute as soon as possible.

### CONFIDENTIALITY

- A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain.
- 2. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to this agreement.
- 3. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of this agreement.

#### **LIABILITY & INSURANCE**

- 1. You acknowledge, and must procure that Your Party acknowledges, that motorsport can be dangerous. Accordingly, You must, and must Procure that Your Party, take all reasonable precautions to avoid injury or death in participating in the Event.
- 2. To the maximum extent permitted by law, we shall not be liable for any costs or losses sustained or incurred by You or Your Party arising directly or indirectly from the Event not proceeding, or our failure or delay to perform any of Our obligations as set out in this agreement.

# **FORCE MAJEURE**

- For the purposes of this agreement, Force Majeure Event means an event beyond Our reasonable
  control including but not limited to strikes, lock-outs or other industrial disputes (whether involving Our
  workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil
  commotion, epidemic or pandemic, malicious damage, extreme weather, compliance with any law or
  governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood,
  storm or cancellation by or default of suppliers or subcontractors.
- 2. We shall not be liable to You or Your Party as a result of any delay or failure by Us to perform Our obligations under this agreement as a result of a Force Majeure Event.
- 3. If the Force Majeure Event prevents Us from providing any aspect of the experience, We shall, without limiting Our other rights or remedies, have the right to terminate this agreement immediately by giving written notice to You and, unless prohibited by law, we reserve the right to charge You for expenses legitimately incurred in connection with the preparation of the Event offered.

# **GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation will be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.