

*Please note that MOTORSPORTS CAN BE DANGEROUS In case of accident or damage you may suffer or cause, you waive all rights and titles to any legal claim against **Bushy Park Racing Inc.** or any of its affiliates companies (BPCI), release from all liability and agree to indemnify and hold harmless BPCI and partners.*

*WARNING! People with a pace maker should contact security before approaching the electronic gates.*

### **BPCI Terms and Conditions of Ticket Purchase**

BPCI has established the following Terms and Conditions for the sale of all Tickets to all the BPCI events and races.

Welcome to the BPCI website. Please read these Terms and Conditions carefully. By completing the ticket purchasing process you expressly agree that you have read, understood and accepted these Terms and Conditions and agree to bring them to the attention of others, as set out below. By accepting, holding or using a Ticket, you are certifying that you have read, understood and accepted these Terms and Conditions. BPCI reserves the right to change this Terms and Conditions at any time, effective immediately upon posting on the Site. If you violate these Terms and Condition, BPCI may terminate your use of the Site, ban you from future use of the Site, cancel your ticket order and/or take appropriate legal action against you

**1Definitions and interpretations** In these Terms and Conditions, except where the context otherwise requires, the following terms shall have the following meanings:

1.1 Sol Gas Stations means Authorised Ticket Reseller, a company appointed by BPCI to sell and distribute Tickets to the general public within the territory in which the TICKET AGENT has been granted the right to sell Tickets. All TICKET AGENTS will be listed on [www.bushyparkbarbados.com](http://www.bushyparkbarbados.com)

1.2 'Force Majeure' means any cause beyond BPCI's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, public health emergency, acts or regulations of national or local governments.

1.3 'Race' means a race of the BPCI calendar.

1.4 'BPCI' means Bushy Park Circuit Inc., St Phillip, Barbados, and any other BPCI group affiliate.

1.5 'Person' means an individual, partnership, firm, corporation, association, trust, unincorporated association or any other legal person.

1.6 'Photographic Identification' means either an original passport, an original driver's licence (with photocard and counterpart) or an original Identity Card.

1.7 'Purchaser' means the Person who has ordered and paid BPCI or a ticketing agent for one or more Tickets and who is registered in BPCI and/or a ticketing agent records as the original purchaser of Tickets.

1.8 'Session' means the period of time for which a single Ticket to all preliminaries,

qualifying and final competitions, all other applicable ceremonies, any other event, and galas comprising the race have been sold.

1.9 'Terms and Conditions' means the terms and conditions set out below, together with BPCI 's Ticketing Privacy Policy (full details of which are available at [www.bushyparkbarbados.com](http://www.bushyparkbarbados.com), the rules and regulations of the Venue owner (full details of which are available at the Venue ticket office and/or on the Venue website) and any other rules brought to the attention of a Ticket Holder prior to purchasing the Tickets or entry to the Venue, including on the website, [www.bushyparkbarbados.com](http://www.bushyparkbarbados.com).

1.10 'Ticket' means evidence of a personal revocable licence from BPCI for an individual to attend and to occupy space or a seat at a Session.

1.11 'Ticket purchase' means the purchase process for Tickets issued by, or on behalf of, BPCI or a ticketing agent, either in person or online.

1.12 'Ticket Holder' means a Person who is in actual and legitimate possession of a Ticket and, for the avoidance of doubt, includes a Purchaser and any other Person who purchases, holds or uses a Ticket.

1.13 'Venue' means those locations where a Session is to be held, access to which requires a Ticket, and any adjacent areas that are under the control of BPCI.

## **2 Terms and Conditions - general**

2.1 All Tickets are sold and issued subject to these Terms and Conditions.

2.2 By purchasing, holding or using a Ticket, a Ticket Holder agrees that he or she shall comply with these Terms and Conditions.

2.3 Ticket Holders have responsibility for complying with these Terms and Conditions. BPCI reserves the unrestricted right to terminate the licence granted by a Ticket. If a Ticket Holder is not aged 16 years of age or over, their parents and/or guardians are responsible for their actions and conduct and compliance with these Terms and Conditions.

2.4 BPCI reserves the absolute right to change these Terms and Conditions from time to time in order to ensure the staging of Sessions. BPCI shall notify you of such changes if they materially affect your rights as a consumer.

2.5 The BPCI and/or the TICKET AGENTS websites should not be used for speculative, false and fraudulent purchases.

2.6 This website or platform is for your personal and non-commercial use. The content and information (including, without limitation, prices, text, photos), as well as the framework used to offer such content and information, belongs to BPCI. Consequently, the content and information of this website or platform should not be used for any commercial or non-personal purpose. Similarly, this website or platform and all its content and information should not be transformed, copied, distributed, transmitted, displayed, performed, reproduced, published, licensed, created derivative works from, transferred, or sold or re-sold any information, software, products, or services obtained from it.

2.7 This website or platform should not be used for any purpose that is unlawful or prohibited by these terms and conditions.

2.8 Our assortment of seats and items on sale is not binding and is subject to change without prior notice. An order placed on the BPCI ticketing website and/or a TICKET AGENT platform constitutes a sales agreement as per our terms and conditions.

2.9 The images displayed on the website are indicative and views may vary according to

seating.

### **3 Ticket purchase**

3.1 BPCI and Ticket Agent reserve the absolute right to limit the number of Ticket Purchases from a single Person. BPCI and TICKET AGENTS reserve the absolute right to refuse to sell and/or cancel Tickets purchased in excess of such a number.

3.2 BPCI and TICKET AGENTS shall not be liable for the incorrect entry of information during the Ticket Purchase Application process, lost, incomplete or illegible Ticket Purchase Forms, technical malfunctions of the internet, or failure of computer hardware or software that prevent completion of the Ticket Purchase Application.

3.3 All Tickets are sold subject to availability.

3.4 BPCI and TICKET AGENTS may, in their sole discretion, refuse Ticket sales and cancel Ticket orders from anyone whom they believe plans to offer a Ticket for resale otherwise than in accordance with these Terms and Conditions.

3.5 On Ticket purchase forms submitted to BPCI, a Person may be restricted in applying for Tickets to a maximum number of Sessions. A Person may also be restricted in applying for a maximum number of Tickets to certain Sessions. BPCI reserves the absolute right to cancel Tickets purchased and/or refuse Ticket applications in excess of such maximum numbers.

3.6 Tickets for seats bought under one (1) Ticket purchase will, wherever possible, be allocated adjacent to one another. BPCI cannot guarantee adjacent seats if separate Ticket purchases are submitted.

### **4 Price and payment**

4.1 The price of the Ticket shall be the price set at the time BPCI or a TICKET AGENT receives a Ticket purchase Form. All prices are in the local currency and are inclusive of any applicable taxes but exclusive of any booking fees and collection or secure delivery fees.

4.2 All prices may inclusive of local taxes

4.3 BPCI may set special Ticket prices, including Tickets for children under the age of 16 (as at the time of the event) and/or persons over the age of 60 (as at the time of the event), and/or family tickets. Ticket Holders taking advantage of such special Ticket prices may be required, upon request by any official, steward or employee of BPCI or the Venue, to provide proof of his or her age with appropriate Photographic Identification. Failure to produce proof of age may result in a Person being refused entry, being asked to leave the Venue or being asked to pay the full adult price of the Ticket.

4.4 The payment card used to purchase Tickets must be registered in the name and address of the Purchaser. BPCI and TICKET AGENTS reserve the absolute right to refuse any Ticket orders that fail to comply with this condition.

4.5 The Purchaser assume financial responsibility for all transactions made under your name or account and you must be over 18 years old in order to make the purchase and have the legal capacity to make the transaction.

4.6 Any and all bank or other charges incurred as a result of monetary transfer or currency conversion will be the sole responsibility of the Purchaser.

4.7 Tickets sales are final. No changes, cancellation or exchange of any Ticket will be permitted, except as specifically set out in these Terms and Conditions or as authorised and facilitated by BPCI or a TICKET AGENT from time to time.

4.8 Once the Ticket purchasing process has been completed, Tickets have been allocated and payment in full for such Tickets has been confirmed, the Purchaser will be provided with a confirmation of the sale of Tickets along with their eTickets.

### **5 Delivery**

5.1 Tickets will be delivered via secure carrier to the shipping address indicated by the Purchaser or in the case of eTickets to the email address supplied during the order processing. Tickets will not be delivered to any other address. A signature may be required upon receipt. Post Office boxes (or similar) are not acceptable addresses for the delivery of Tickets. Delivery may happen during working hours, thus is the responsibility of the Purchaser to provide a delivery address where it will be possible to sign for the tickets during the day.

5.2 The Purchaser is responsible to provide the correct address at which the tickets can be delivered if applicable. BPCI and/or the TICKET AGENTS cannot be held responsible for any errors made herein.

5.3 The Purchaser is responsible for changing the shipping addresses in due time before the scheduled date of delivery if applicable.

5.4 If the destination country changes, this might incur a higher shipping amount; the client is bound to pay the difference if applicable.

5.5 If Tickets are available for collection at an official BPCI outlet and/or TICKET AGENT ticket office, only the Purchaser may collect the Tickets and only upon presentation of a booking reference number or E-voucher, one piece of Photographic Identification and the payment card used to make the purchase (if applicable). If the payment card used to make the purchase will expire before the date of collection, the Purchaser must notify BPCI or a TICKET AGENT (depending on who the Tickets were purchased from) of the change of card details prior to collection. The purpose of this security measure is to avoid credit card fraud.

5.6 For various reasons such as reducing costs for clients, delivery-time, etc. tickets for some venues can be available for collection at an event, instead of being shipped to the Purchaser's address. An e-voucher will be emailed to the client in due to before the event in order to collect the purchased tickets at the event box office, or any other indicated area.

5.7 If E-Ticket is available for an event, the Purchaser will receive the "order confirmation" email and the "e-ticket" email. The e-ticket is available for printing in the customer account. The printed e-ticket, with secured bar code, is used to enter the event. This document is strictly confidential and must not be reproduced, communicated or sold to anyone. If not explicitly indicated in the E-ticket, the E-Ticket is only valid if printed. BPCI reserves the right not to grant access to the venue if present on any other support (mobile phone, tablet, etc....)

5.8 Once received by the Purchaser, the Purchaser is solely responsible for safeguarding all Tickets. BPCI and the TICKET AGENT are not responsible for any loss or damage once the order is delivered at the address indicated by the customer.

5.9 If Tickets have not been received 7 days before the commencement of the Session to which the Tickets relate, it is the sole responsibility of the Purchaser to contact the relevant customer service centre or the website of the TICKET AGENT from whom the Ticket purchase was made.

5.10 If delivery cannot be accepted for any reason (for example, because of addressee

unknown), BPCI or a TICKET AGENT (depending on who the Tickets were purchased from) shall notify the Purchaser that his or her Tickets may be collected from a specified official BPCI ticket office.

## 6 Tickets

- 6.1 Tickets grant Ticket Holders a personal right of entry to the Venue to attend and to occupy a space or seat at a Session/Event.
- 6.2 Tickets shall remain the property of BPCI.
- 6.3 A valid Ticket must be produced to gain admission to a Session/Event.
- 6.4 Ticket Holders have responsibility for all Tickets in their possession. Removing any part of, altering or defacing a Ticket may result in being refused entry to the Venue. BPCI and TICKET AGENTS shall not be liable or compensate for lost, stolen, forgotten or damaged Tickets. It may not be possible to issue duplicate Tickets.
- 6.5 Ticket Holders shall be responsible for checking their Tickets as mistakes cannot necessarily be rectified after purchase. If there has been any mistake Ticket Holders must contact BPCI or the relevant TICKET AGENT (depending on who the Ticket was purchased from) without delay.
- 6.6 If a Ticket Holder leaves the Venue for any reason, re-admission will be allowed using alternative access devices in conjunction with the ticket (stamp, wristband,...).
- 6.7 Ticket Holders must retain their Tickets at all times while attending the Session and Tickets must be produced for inspection upon request by any official, steward or employee of BPCI or the Venue or any police officer. Failure to do so may result in a Ticket Holder being asked to leave the Venue.
- 6.8 Upon request, a Ticket Holder must show their Tickets and/or proof of his or her identity with appropriate Photographic Identification. Failure to do so may result in the individual being asked to leave the Venue.
- 6.9 Tickets may be issued subject to BPCI obtaining any necessary licenses and consents. BPCI reserves the right to move a ticketed seat or space to a comparable location (as determined by BPCI in its sole discretion) for any Venue or Session. If a ticketed seat or space cannot be provided, the Purchaser may apply for a refund in accordance with clause 11 below. If a Ticket cannot be provided at all, the Purchaser may (subject to clause 11.5 below) apply for a refund in accordance with clause 11 below.

## **7 Session/Event alterations and interruptions**

- 7.1 Ticket Holders acknowledge that Sessions/Events may be delayed, interrupted, rescheduled or postponed. BPCI will use reasonable efforts to communicate such delays, interruptions, rescheduling or postponements to Purchasers. As soon as possible after BPCI becomes aware of a Session/Event being delayed, interrupted, rescheduled or postponed, all available information will be posted on [www.bushyparkbarbados.com](http://www.bushyparkbarbados.com) It is the responsibility of a Ticket Holder to ascertain whether a Session/Event has been delayed, interrupted, rescheduled or postponed and any new dates and times. BPCI does not guarantee that Ticket Holders will be informed of such delay, interruption, rescheduling or postponement before the date of the Session/Event concerned.
- 7.2 If a Session's/Events scheduled start time is delayed but the Session/Event is completed on the same calendar day, Ticket Holders holding Tickets for the delayed Session/Event shall

not be eligible for a refund. There will be no exchanges of Tickets for other Sessions/Events.

7.3 If a Session/Event commences as scheduled and is interrupted after it begins, and BPCI determines that it was substantially completed, Ticket Holders holding Tickets for the interrupted Session/Event shall not be eligible for a refund. There will be no exchanges of Tickets for another Session/Event.

7.4 If a Session/Event commences as scheduled, is interrupted, and BPCI determines that the Session/Event was not substantially completed, and the Session/Event is rescheduled to take place a different day, the Ticket Holder may retain his or her original Ticket for admission to the rescheduled Session/Event. Ticket Holders holding Tickets for the rescheduled Session/Event shall not be eligible for a refund. There will be no exchanges of Tickets for another Session/Event.

### **8 Session/Event cancellation**

8.1 If a Session/Event is cancelled (i.e. not held at all), BPCI will use reasonable efforts to communicate such cancellation to Purchasers. As soon as possible after BPCI becomes aware of a Session/Event being cancelled all available information will be posted on www. (Please complete). It is the responsibility of a Ticket Holder to ascertain whether a Session/Event has been cancelled. BPCI does not guarantee that Ticket Holders will be informed of such cancellation before the date of the Session/Event concerned. There will be no exchanges of Tickets for another Session/Event.

8.2 If a Session/Event is cancelled, the Purchaser may apply for a refund.

### **9 Refund procedures**

9.1 There will be no on-site (including official BPCI ticket offices) refunds.

9.2 Any refund will be processed by BPCI or the TICKET AGENT, depending on where the original Tickets were purchased.

9.3 If entitled to a refund, the Purchaser must provide BPCI with all unused original tickets for the Session/Event accompanied by a signed application form for a refund received by BPCI no later than a calendar month after the day of the session. Refund application forms will be available online at [www.bushyparkbarbados.com](http://www.bushyparkbarbados.com) and at official TICKET AGENT websites.

9.4 If entitled to a refund, Purchasers are solely responsible for recovering Tickets to a Session/Event from Ticket Holders and mailing the signed refund application and original tickets to BPCI or the relevant TICKET AGENT (depending on where the original Tickets were purchased).

9.5 Any refund properly due under these Terms and Conditions will be provided via the payment method used to make the Ticket purchase or as authorised and facilitated by BPCI or a TICKET AGENT from time to time. BPCI shall endeavour to process all refunds promptly.

9.6 Refunds will only be made to the Purchaser, not the Ticket Holder. Refunds will be given up to the face value of the Tickets purchased. This is the sole and exclusive remedy. There will be no exchanges of tickets to another Session/Event or refund of any applicable delivery charges, booking fees or other charges.

### **10 Liability**

10.1 Ticket Holders acknowledge and accept the risks and dangers inherent in attending a Session/Event.

10.2 A Ticket Holder is responsible for his or her own safety and for the safety of any accompanying children. The ticket holder must comply with the events safety regulations and announcements when attending the event.

10.3 Personal arrangements including travel, accommodation or hospitality relating to attendance at the Session/Event which have been arranged by a Ticket Holder are at a Ticket Holder's own risk.

10.4 None of BPCI, any TICKET AGENT, any Venue owner, the venue Operator or any other Person involved in the organisation of the Events accept any responsibility for any loss, theft or damage of a Ticket Holder's personal property. A Ticket Holder will release BPCI, TICKET AGENTS, Venue owners and the venue Operator from any liability for any loss or damage to personal property they may suffer in relation to his or her attendance at the Venue.

10.5 None of BPCI, any TICKET AGENT, any Venue owner, any Venue Operator or any other Person involved in the organisation of the Event shall be liable for any failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

10.6 Except as required by law, none of BPCI, any TICKET AGENT, any Venue Operator or any other Person involved in the organisation of the Race shall have any further liability to a Ticket Holder beyond the face value of the Ticket purchased (plus the relevant Ticket delivery fee if the Tickets have not yet been dispatched). None of BPCI, any TICKET AGENT, any Venue owner or any Venue Operator shall be responsible to the Purchaser or Ticket Holder for any indirect losses or damages including, but not limited to, loss of enjoyment, goodwill or profit and/or travel or accommodation expenses.

### **11 Personal data**

The personal data that Ticket Holders provide to BPCI and TICKET AGENTS will, subject to applicable law, be used, processed, stored, and transferred by BPCI in accordance with the terms of BPCI's Ticketing Privacy Policy [www.bushyparkbarbados.com](http://www.bushyparkbarbados.com).

### **12 Transfer, resale and use of Tickets**

12.1 Tickets shall not be purchased or obtained from or through any Person other than directly from BPCI or a TICKET AGENT. Tickets purchased or obtained from or through Persons other than directly from BPCI or a TICKET AGENT and otherwise in accordance with these Terms and Conditions shall be VOID and may be SEIZED or CANCELLED WITHOUT REFUND OR ENTRY TO A SESSION/EVENT.

12.2 Save as set out at clauses 14.3 and 14.4 below, Tickets are STRICTLY NON-TRANSFERABLE and MUST NOT BE SOLD nor advertised for sale whether on the internet, in newspapers or elsewhere.

12.3 If more than one Ticket is issued to a Purchaser, those Tickets may only be used by the Purchaser and a family member, friend or colleague who is known to the Purchaser personally and who is intended to accompany the Purchaser to a Session/Event. The transfer of a Ticket in this manner shall not contravene clauses 14.1 and 14.2 PROVIDED THAT:

12.3.1 Such a transfer takes place without payment or benefit in excess of the face value of the Ticket;

12.3.2 Such a transfer is subject to these Terms and Conditions; and

12.3.3 A Purchaser will provide the name and address (and any other identification details, as required by BPCI) of those who are intended to accompany them if asked at any time by any official, steward or employee of BPCI or the Venue owner or any police officer.

12.4 Tickets may not be transferred to any Person who pays or agrees to pay for some other goods and services, such as a hospitality package or accommodation, unless authorised by BPCI. A Ticket may not be offered as part of a package of goods or services, which, for the avoidance of doubt, may include a hospitality package, unless authorised by BPCI. Tickets sold or advertised for sale (whether on their own, together or as part of a package of goods and services, including hospitality packages) contrary to this clause 12.4 shall be void and may be SEIZED or CANCELLED WITHOUT REFUND OR ENTRY TO A SESSION/EVENT.

12.5 Tickets may not be used for advertising, promotion, auctions, fundraising or marketing purposes (including in competitions, contests and sweepstakes). Tickets used for advertising, promotion, auctions, fundraising or marketing purposes without the authorisation of BPCI (including in competitions, contests and sweepstakes) shall be void and may be SEIZED or CANCELLED WITHOUT REFUND OR ENTRY TO A SESSION/EVENT.

### **13 Void Tickets**

13.1 Any Ticket obtained in breach of these Terms and Conditions shall be void and all rights conferred or evidenced by such Ticket shall be nullified.

13.2 Any Person seeking to use a Ticket obtained in breach of these Terms and Conditions in order to gain entry to or remain at a Session/Event may be considered to be a trespasser and may be liable to be ejected and liable to legal action.

### **14 Spectator Policy**

14.1 Personal property

14.1.1 There will be no storage available at the Venues.

14.1.2 BPCI has the exclusive right to determine what objects may be brought into the Venue by a Ticket Holder. BPCI will not store confiscated and/or unauthorised material at the Venue and a Ticket Holder will have no right for the item to be returned.

#### **14.2 Prohibited and restricted items**

14.2.1 Ticket Holders are prohibited from transporting into the Venue any firearm, ammunition, dangerous weapon or object, explosive, chemicals or incendiary device. Any Ticket holder who is found to be in possession of any of the above items will have the items seized, shall be removed from the Venue and may be subject to arrest and/or prosecution by the relevant authorities.

14.2.2 No objects that may cause damage to Persons and/or property, or cause disturbance to the regular and orderly execution of a Session (as determined by BPCI in its sole discretion), may be brought into the Venue.

14.2.3 The following is a non-exhaustive list of restricted items which may not be taken into the Venue (BPCI reserves the right to amend this list, generally, or in respect of any Venue or Session): Coolers are restricted to General Admission section on race day to a maximum size of 14"x14"x14". No cans and no bottles are allowed. Sponsors rights must be observed. Expect all bags and coolers and purses to be searched. Baby milk, medicines, needles (save as required for valid medical reasons), animals (save for assistance or guide dogs), weapons



(including knives), illegal drugs, other illegal substances, fireworks, firecrackers, poles, flagpoles, sticks, large photography equipment (e.g. tripods), bats, umbrellas and other blunt instruments, motorcycles, bicycles, roller-skates, skateboards, or other types of skates, electronic transmitting equipment, drone cameras, flags of countries not participating in the Event, large flags or banners, lasers or any other devices that in the opinion of BPCI may disturb a Session/Event (including mobile telephones), objects bearing trademarks or other kinds of promotional signs or messages (such as hats, T-shirts, bags, etc.) which BPCI believes are for promotional purposes, counterfeit products, balls, rackets, Frisbees or similar objects, large quantities of coins, lighters, advertising or promotional material of any kind, printed matter bearing religious, political or offensive content or content contrary to public order and/or morality, bottles or containers made of glass or other material, flasks, thermoses, refrigerators, large objects such as suitcases or bags, and in general any material that BPCI may deem dangerous or that may cause damage or disruption to a Session/Event.

#### **14.3 Forbidden behaviour**

14.3.1 Any behaviour by a Ticket Holder that, in BPCI's view, creates a dangerous situation, puts at risk an individual's personal security, is against public order, interferes in any way with the orderly execution of a Session/Event or disrupts the enjoyment of a Session/Event is forbidden and may result in a refusal of admission to or removal from the Venue without refund.

14.3.2 The following is an illustrative list of prohibited and restricted behaviour within any Venue: fighting, public drunkenness, smoking as directed, gambling, unauthorised money collection, any activity related to marketing or advertising (including, for the avoidance of doubt, individual or group ambush marketing), activity or protest related to unions, political or religious subjects, sale of goods by unauthorised individuals or in unauthorised places (booths, mobile fast food restaurants, refreshment areas, etc.), unauthorised Ticket sales, unauthorised transmissions and/or recording through mobile telephones or other instruments (video cameras, tape recorders, etc.), entry of unauthorised journalists/reporters with taping or recording equipment and/or video cameras, flash photography, attempting to access restricted areas, requesting money or other goods without authorisation (for example, musicians or singers at the entrance to or in the Venue, charity collectors, beggars), standing on Ticketed seats/viewing areas, interfering with the operation of a Session/Event, disturbing other Ticket Holders' enjoyment of a Session/Event, disrupting the comfort or safety of other Ticket Holders and any other activity that BPCI deems dangerous or inappropriate.

#### **14.4 Security inspections**

14.4.1 BPCI may conduct security searches to ensure safety at a Session/Event.

14.4.2 A Ticket Holder who rejects a security search or refuses to comply with rules and security notices published by BPCI will be required immediately to leave the Venue without refund to the Ticket Holder or Purchaser.

14.5 Prompt attendance Ticket Holders should allow sufficient time before the commencement of a Session/Event to access the Venue.

14.6 Filming, photography and taping

14.6.1 Ticket Holders consent to being photographed, filmed or taped, by BPCI, by the Event Operator, or by third parties appointed and/or authorised by them.

14.6.2 BPCI, the Event Operator or third parties appointed and/or authorised by them shall,

without requirement of the payment of money or other form of consideration, have the right to broadcast, publish, license and use any such photographs, films, recordings or images of a Ticket Holder in perpetuity.

14.6.3 Images, video and sound recordings of the Session/Event taken by a Ticket Holder cannot be used for any purpose other than for private and domestic purposes and a Ticket Holder may not license, broadcast or publish video and/or sound recordings, including on social networking websites and the internet more generally, and may not exploit images, video and/or sound recordings for commercial purposes under any circumstances, whether on the internet or otherwise, or make them available to third parties for commercial purposes.

### **15 General .**

15.1 These Terms and Conditions shall not affect a Person's statutory rights as a consumer.

15.2 Any information requests relating to Tickets should be addressed to the relevant customer service centre detailed on the website of the TICKET AGENT from whom the Ticket purchase was made.

15.3 If BPCI or a TICKET AGENT delays or fails to enforce any of these Terms and Conditions it shall not mean that BPCI has waived its right to do so at any subsequent time.

15.4 If any of these Terms and Conditions cannot be enforced for any reason this shall not prevent the remaining provisions from continuing to apply.

15.5 Any Person, other than a Venue Operator, the Venue Owner or TICKET AGENT, not party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the Act).

15.6 These Terms and Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Terms and Conditions which is not already set out in these Terms and Conditions.

15.7 These Terms and Conditions have been drafted in English. Translations of these Terms and Conditions may be made available by TICKET AGENTS. In the event of any discrepancy between the English and translated version of these Terms and Conditions, the English translation shall prevail.

15.8 The Terms and Conditions are governed by Barbados Law and any disputes arising out of any transaction with BPCI are subject to the exclusive jurisdiction of the Barbados Courts.

## **BPCI Privacy Policy**

In this privacy policy “we”, “us”, “our” and “BPCI” means Bushy Park Circuit Inc., St Phillips, Barbados and “you” and “your” refers to the person applying for, receiving and / or holding tickets for admittance as a spectator to a BPCI Event.

BPCI is committed to protecting and respecting your privacy.

This policy (together with our, Ticketing Terms and Conditions and any other documents referred to in this policy) sets out the basis on which any personal data we collect from you, or that you provide to us, in relation to the purchase and use of tickets for sessions will be held, processed and/or disclosed by us. Please read the following carefully to understand our views and practices regarding this personal data and how we will treat it.

By applying to purchase, purchasing and/or holding tickets for the Any BPCI Event (“EVENT”), you are bound by this policy.

For the purpose of the Data Protection Act 1998 (the “Act”) we are the data controller.

### **1. PERSONAL DATA COLLECTED FROM YOU**

1.2 We will collect and process the following personal data:

1.2.1 Information you include upon your ticket purchase;

1.2.2 Information concerning all ticket holders, including information concerning any person to whom tickets are passed;

1.2.3 Information you provide when seeking to return, resell, transfer or exchange tickets;

1.2.4 Information you provide when you report a problem with our ticket application, purchase, return, resale or exchange process;

1.2.2 If you contact us, we may keep a record of that correspondence;

1.2.3 Information you provide when we ask you to complete surveys that we use for research purposes;

1.2.4 Details of your visits to the website located at (the “ticket website”) including, but not limited to, traffic data, location data, weblogs and other communication data, and information concerning the resources that you access;

1.2.5 Information contained within telephone calls relating to tickets, which may be recorded for quality control and training purposes;

1.2.6 Information derived from our security processes and facilities, such as CCTV and other security apparatus at physical ticket sales facilities and venues; and

1.2.7 Information provided by you or in respect of you to staff at physical ticket sales facilities such as box offices.

1.3 When you apply to purchase, purchase or seek to resell or exchange a ticket, through the BPCI Ticketing website. BPCI, will collect and process the personal data that you provide when you apply to purchase, purchase or seek to resell or exchange a ticket.

### **2. IP ADDRESSES**

When you visit the ticket website, we may collect information about your computer or other access device, including, where available, your IP address, operating system and browser type, for system administration and to compile aggregate information. This is statistical data about visitors’ browsing actions and patterns, and does not identify any individual.



### **3. COOKIES**

3.1 This section only applies where you visit the ticket website, and you consent to our use of cookie files on the ticket website.

3.2 Cookie files (small files of letters and numbers that we store on your computer or other access device) will be placed on your computer or other access device each time you log in to the ticket website, for the purposes of maintaining your log in status and to remember your preferences for future visits. The ticket website also uses cookie files to distinguish you from other users of the ticket website. This helps us to provide you with a more enjoyable experience when you browse the ticket website and also allows us to improve the ticket website.

3.3 We also use analytical cookie files. These allow us to recognize and count the number of visitors to the ticket website and to see how visitors move around the ticket website when they are using it. This helps us to improve the way the ticket website works, for example, by ensuring that users are finding what they are looking for easily.

3.4 You can find more information about the individual cookie files we use and the purposes for which we use them in the table below.

Cookie File Name	Purpose	Cookie File	Expires
_atuvc	AddThis.com	_atuvc	Expires after 48hrs
Di	AddThis.com	Di	Expires after 48hrs
eticketing.co.uk	eticketing.co.uk	eticketing.co.uk	Expires after 48hrs
_utma	Google Analytics tracking cookie	_utma	Expires at end of session
_utmb	Google Analytics tracking cookie	_utmb	Expires immediately
_utmc	Google Analytics tracking cookie	_utmc	Expires in 30minutes
_utmz	Google Analytics tracking cookie session cookie	_utmz	Expires at end of session
uid	addthis.com bookmark and share cookies from addthis, facebook, twitter etc.	uid	Expires after 6 months,12 hours and 30 minutes
uvc	addthis.com bookmark and share cookies from addthis, facebook, twitter etc.	uvc	
uit	addthis.com bookmark and share cookies from addthis, facebook, twitter etc.	uit	
psc	addthis.com bookmark and share cookies from addthis, facebook, twitter etc.	psc	
pid	addthis.com bookmark and share cookies from addthis, facebook, twitter etc.	pid	
fontSizeCookie	Font size Used to store a user's font size preference in etickets within the site – ranging from default / enlarge- FontSizeBy100Percent / enlarge- FontSizeBy200Percent	fontSizeCookie	expires at end of session

Please note that we have no control over the manner of operation of cookie files made available by third parties. The Google Analytics and addthis.com cookies are third party cookie files.

3.5 If you wish to delete any cookie files, please refer to the instructions for your file management software to locate the file or directory that stores cookie files. Our cookie files will contain the domain name fiaformulae.com within their Internet address.

3.6 You may refuse to accept cookie files by activating the setting on your browser that allows you to refuse the setting of cookie files. However, if you choose this setting, you may be unable to access and/or use certain parts of the ticket website.

### **4. WHERE WE STORE YOUR PERSONAL DATA**

4.1 The personal data that we collect from you may be transferred to, and/or stored at, a destination outside the Caribbean (“CARB”). It may also be processed by staff operating outside the CARB, who are employed by a party with whom we have entered into a contract relating to the Event and/or the processing of Event related information. By submitting your personal data and sensitive personal data, you explicitly consent to this transfer, storing

and/or processing of your personal data and sensitive personal data by such third parties. We will take steps to ensure that your personal data and sensitive personal data are treated securely and in accordance with standards similar to those set out in this privacy policy when transferred to such parties.

## **5. SECURITY**

5.1 Unfortunately, the transmission and/or provision of information via post, the Internet or other means of telecommunications are not completely secure. Although we will take steps to protect your personal data, we cannot guarantee the security of your personal data whilst being transmitted and/or provided to us. Any transmission and provision is at your own risk. Once we have received your personal data, we will use procedures and security features to try to prevent unauthorized access to, destruction of, or damage to such personal data.

5.2 Where we have given you (or where you have chosen) a password which enables you to access certain parts of the ticket website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. Similarly, if we have passed to you unique information, such as booking codes and such like, please keep this secret to reduce the risk of fraud.

## **6. USES MADE OF PERSONAL DATA**

6.1 We use the personal data that we hold in the following ways:

- 6.1.1 to enable the performance of contracts with you;
- 6.1.1 to manage and provide the events, including requirements of transport, access and security concerning such events;
- 6.1.2 to protect the rights, property and security of others;
- 6.1.3 to enforce our legal rights;
- 6.1.4 to enforce the Ticketing Terms and Conditions;
- 6.1.5 to enable the allocation, sale, resale, transfer and/or exchange of tickets;
- 6.1.6 to enable the proper maintenance and/or operation of the ticket website, any physical ticket sale facilities, and any ticket sale facilities provided by telephone;
- 6.1.7 to ensure that we present information to you (including content on our ticket website) in the most effective manner for you (and, where appropriate, for your computer or other access device);
- 6.1.8 to allow you to participate in interactive features of the ticket website, when you choose to do so;
- 6.1.9 to notify you about matters relating to the Event, including matters relating to the timing of the Sessions & Events;
- 6.1.10 to allow us to correspond with you;
- 6.1.11 to develop statistical and analytical information in relation to the ticket sales of the Event, for the purposes of enabling the proper management of our business, and review of the operation of the Event;
- 6.1.12 to allow us to consider your comments, queries and suggestions and respond, if necessary; and
- 6.1.13 to comply with any legal obligations.

## **7. DISCLOSURE OF PERSONAL DATA**

7.1.1 We may disclose personal data to third parties:

- 7.1.1 to enable the management and provision of the Events, including requirements of transport, access and security concerning sessions/events;
  - 7.1.1 to protect the rights, property and security of others (this includes exchanging information with other organizations for the purposes of fraud protection and credit or security risk reduction);
  - 7.1.2 to enable enforcement of our legal rights;
  - 7.1.3 to enable enforcement of the Ticketing Terms and Conditions;
  - 7.1.4 to enable the allocation, sale, resale, transfer and/or exchange of tickets;
  - 7.1.6 to enable the proper maintenance and/or operation of the ticket website, any physical ticket sale facilities, and any ticket sale facilities provided by telephone;
  - 7.1.7 to enable notification to you about matters relating to the Event, including matters relating to the timing of the event sessions;
  - 7.1.8 to develop statistical and analytical information in relation to the ticket sales of the Event and operation of the Event for the purposes of review of the impact and effect of the Event;
  - 7.1.9 where you have agreed that we may share your personal data with third parties;
  - 7.1.10 if we or substantially all of our assets are acquired by a third party, in which case personal data of which we are the data controller in terms of the Act will be one of the transferred assets; or
  - 7.1.11 if we are under a duty to disclose or share personal data in order to comply with any legal obligation.
- 7.2 We may also make your personal data available to organizations working with us for the purposes of them sending you marketing and research oriented communications relating to goods, services, projects or initiatives that may be of interest to you.
- 7.3 We may anonymise any personal data that we hold and disclose that anonymised data to organisations working with us. We and those organisations may use this anonymised data for statistical, analytical and research purposes.

## **8. OUR FURTHER CONTACT**

- 8.1 We may contact you to confirm your identity and to request any personal data relating to your purchase of or your holding of, a ticket.
- 8.2 We may also contact you by mail, telephone, fax, e-mail or other electronic messaging service for the following purposes:
- 8.2.1 with updates on Events in progress and any other alerts relating to the Events; and/or
  - 8.2.2 to survey you in relation to the Event, your perception of the Event and your experiences connected to the Event.

By providing us with your fax number, telephone numbers and/or email address, you consent to being contacted by these methods for these purposes. If you do not wish to receive such communications from us, please e-mail us at data info@bushyparkcircuitinc.com. You will also be provided with an opportunity to opt out from receiving these communications when we collect information from you, and from continuing to receive these communications when you receive these communications.

## **9. FURTHER CONTACT BY OTHERS**

- 9.1 Organisations working with us may contact you by mail, telephone, fax, e-mail or other

electronic messaging service for the following purposes, where you have agreed to being contacted by them for these purposes:

9.1.1 with information concerning goods, services, projects or initiatives they think may be of interest to you;

9.1.2 with updates on the Events progress and any other alerts relating to the Event; and/or

9.1.3 to survey you in relation to the Event, your perception of the Event and your experiences connected to the Event.

9.2 We may allow organisations working with us to use your information to send you marketing and research oriented communications relating to the Event.

9.3 You will be provided with an opportunity to opt out from continuing to receive these communications when you receive these communications.

9.4 For the purposes of paragraph 7 and this paragraph 9, organisations working with us include the FIA, our sponsors and local/international promoters/operators.

#### **10. RETENTION OF INFORMATION**

We, BPCI and the third parties and entities mentioned above may keep personal data (including sensitive personal data) which we collect for a reasonable period for any of the purposes mentioned above.

#### **11. MARKETING – YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing in the manner indicated on the forms we use to collect your personal data. You can also exercise the right at any time by contacting us at [data.info@bushyparkcircuitinc.com](mailto:data.info@bushyparkcircuitinc.com).

#### **12. THIRD PARTY PERSONAL DATA**

12.1 Where you submit personal data regarding another person, you confirm that they have consented to you acting for them and to the processing of their personal data, and that you have informed them of our identity and the content of the Ticketing Terms and Conditions and this policy, including the purposes for which their personal data will be processed by us, and/or disclosed by us, and that they have explicitly consented to our use, processing and disclosure of their personal data (including sensitive personal data).

12.2 The Ticketing Terms and Conditions and this policy will apply to any such third party personal data in the same manner that they apply to your own personal data.

#### **13. OTHER WEBSITES**

The ticket website will, from time to time, contain links to and from websites owned and operated by third parties. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

#### **14. ACCESS TO PERSONAL DATA**

The Act gives you the right to access personal data that we hold on you. Your right of access can be exercised in accordance with the Act.



**15. CHANGES TO OUR PRIVACY POLICY**

Any changes we may make to our privacy policy in the future will be posted on this page and, where we are legally required to do so, you will be notified using the email address set out on the ticket application form relating to you or to the ticket you hold.

**16. CONTACT** Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [data.support@bushyparkcircuitinc.com](mailto:data.support@bushyparkcircuitinc.com)