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## INTRODUCTION AND DEFINITIONS

These **Terms and Conditions** (as defined below) are intended to inform the **Clients** and **Participants** (as defined below) of Winfield Racing School (**WRS**), prior to their booking and/or participation. All bookings and participation to an **Event** (as defined below) are subject to the unconditional acceptance of the current Terms and Conditions issued by Winfield Racing School.

In these Terms and Conditions, the below terms have the meanings attributed to them:

« **Terms and Conditions** »: The Terms and Conditions include both the General Terms and Conditions and the Special Terms and Conditions specific to each event type.

« **WRS** »: WRS refers to the SARL Winfield Racing School, registered under the number SIREN 817597222 RCS Toulon, with its registered office located at Circuit Paul Ricard, 2760 Route des Hauts du Camp, 83330 Le Castellet.

« **Participant** »: Any person participating in activities organized by WRS is considered a Participant. For a Test Day, the term Participant includes also the Car which the Participant will use on the Track.

« **Client** »: Any individual or legal entity making a booking is considered a Client. This can be the Participant himself or a person buying for a Participant, or a company/team in the case of a group booking.

« **Booking confirmation** »: A booking is considered as confirmed by the Client once a Client has either: (a) made a booking through WRS website, (b) sent a signed booking form by email or made a similar agreement by email, and/or (c) accepted an invitation to participate from WRS.

« **Event** »: refers to any activities organized and/or proposed by WRS, whether it is a on-track or off-track activity such as, but not limited to, Test Days, Driving Experiences, Passenger lap, filming, hospitality, visits, meetings, etc.

« **F1 Team** »: The Formula 1 Team is a service provider for Winfield, responsible for operating the F1 cars used in the «F1 Driving Experience» activities.

« **Accompanying Guest** »: Accompanying Guests are individuals attending at the Event who are not directly participating to the activities (i.e., Participants guests, company representatives, legal representatives, media, film crews, etc.). Accompanying Guests do not participate in the offered activities. Are not considered as Accompanying Guest, any team personnel as defined below.

« **Team Personnel** »: includes any person working on the Event and considered as necessary for the good sequence and safety of the Event. Team Personnel includes mechanics, engineers, coaches, team managers, technical team, etc. Team Personnel are considered as Motorsport professionals duly informed of the risks of their duties.

« **Circuit** »: The Circuit is the physical location where Events take place. This

includes the entire property and all facilities located at the Circuit's address.

« **Circuit Manager** »: The Circuit Manager refers to the company responsible for managing the Circuit, as well as all individuals under its authority (e.g., employees, track marshals, chief medical officer, track director, etc.).

« **Track** »: means the racing layout on which the vehicles/cars are running. The **General Terms and Conditions** apply to all Events organized by WRS and are supplemented by the **Special Terms and Conditions** applicable to the corresponding Event. In case of contradiction between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions will prevail. Clients and Participants are expected to acquaint themselves with both the General Terms and Conditions and Special Terms and Conditions before making any booking.

The mere fact of placing a booking implies the acceptance of each and every one of the provisions of this document. The Terms and Conditions will apply without exception to every Participant taking part in an Event, whether as an individual or as part of a group booking, whether as an invitation or as a purchase. The booking confirmation (as defined above), the General Conditions of Use (in case of purchase through the website), these Terms and Conditions and the mandatory "Liability Acknowledgment and Assumption of risk Form", represent the entire agreement between WRS and the Client that has made the booking (if appropriate) and each Participant with respect to the Event. Clients placing a group booking must ensure that all relevant provisions which apply to their Participants (including drivers, team personnel, staff and accompanying guests) are communicated to them beforehand and that each Participant is eligible to participate.

The Clients will be responsible towards WRS, the F1 Team (as the case may be) and the Circuit Manager and agree to indemnify and hold harmless any or all of them if any Participant has provided false information, wrongly filled in any document, and didn't read the various documents. WRS may appoint third parties to assist with the organization, logistics and running of the Event. Such third parties shall act as representatives of WRS and shall have authority, on behalf of WRS, to make all necessary decisions in operating and managing any and all aspects of the Event.

By confirming a booking (as defined above as **Booking Confirmation**), the Client and/or each Participant are agreeing to be bound by the entire agreement as defined above. Upon receipt of a Booking Confirmation, WRS will issue an invoice for the amounts owed (as the case may be). Places on the Event will only be secured and confirmed upon receipt of full payment and all requested documents. For payment details and cancellation charges, please see paragraphs 4 and 10 of the current General Terms and Conditions.

In the event of any amendment to these Terms and Conditions, the new provisions shall apply as soon as they are notified to the Client and/or Participant, to all pending orders, except in the event of legal obligations.



# GENERAL TERMS AND CONDITIONS

## 1 PARTICIPATION

- 1.1 In order to participate to the Event, each Participant must ensure that:
- he/she meets all of the Eligibility criteria (see paragraph 2);
  - he/she has completed his/her registration to the Event in due time by returning completed and signed the requested documentation;
  - he/she has expressly consent to his/her personal information being collected by and/or shared with WRS for the purposes of processing participation;
  - full payment has been received by WRS (as the case may be, see paragraph 4);

- 1.2 Participation in some or all of the Event will be refused to Participants who have failed to meet the requirements set in paragraph 1.1. No refund or compensation will be paid.

## 2 ELIGIBILITY

- 2.1 In order to be eligible to participate to the Event, each Participant:
- must speak and understand English or French fluently;
  - must have ensured with a Doctor that he/she does not have a medical contraindication to the practice of motorsport on a racetrack, and that he/she will not be under the influence of any medical treatment (unless submission of a Doctor's Certificate) or any other substance contradictory to driving (especially drugs and alcohol). In case of doubt, WRS reserves the right to carry out an alcohol test at all times.
  - must notify WRS of any medical condition that he/she suffers from or have suffered from and/or any medical treatment that he/she is undergoing which may impair his/her judgment or reaction speed; or which may affect his/her ability to drive a motor racing vehicle on a racetrack, to be passenger of a motor racing vehicle on a racetrack, or to be spectator on a racetrack.
  - must not have any previous heart conditions or history of epilepsy, head trauma with or without loss of consciousness, dizziness, slipped disc or hernia (unless submission of a Doctor's Certificate);
  - must not be pregnant.

In addition, each Participant must comply with the specific eligibility criteria mentioned in the Special Terms and Conditions of the according Event he/she is participating to.

- 2.2 If it becomes apparent at any point before or during the Event, that a Participant do not meet one or more of the criteria stated in the Terms and Conditions at the satisfaction of WRS, WRS reserves the right to refuse his/her participation in all or part of the activities. Due in particular to incompressible and non-refundable costs committed by WRS to organize the Event, no refund or compensation will be made.

- 2.3 In the event of a group booking, the Client shall be required to submit no later than 30 days prior to the selected Event, a list of all proposed Participants/Cars to WRS and shall ensure that such Participants/Cars comply with the requirements of the Terms and Conditions. In the event that the Client wishes to substitute a confirmed Participant or Car for another, it may do so up to 7 days prior to the scheduled Event subject to informing WRS promptly of any such change and procuring the simultaneous submission of all relevant documentation from said new Participant or Car. Any changes or substitution happening after the deadline or sent without the requested documentation will not be taken into consideration. No refund or compensation will be made by WRS.

## 3 CHAMPIONSHIP REGULATIONS COMPLIANCE

In case the Participant is racing in any competition or Championship, it is the Participant's responsibility to ensure compliance with the Sporting Regulations of that competition or Championship regarding private testing. Under no circumstances shall WRS be held liable for any breach of Championship Regulations by the Participant that may result in consequences such as, but not limited to, the eviction of the driver from the Championship or penalties imposed on the driver.

## 4 BOOKING AND PAYMENT

- 4.1 Upon receipt by WRS of a Booking Confirmation, Participant will be deemed to have agreed to and be bound by these Terms and Conditions.
- 4.2 In case of a purchase, WRS will issue an invoice for the services booked by the Client. Unless otherwise agreed, payment of the invoice shall be done upon receipt and without any delay. Failure to do so, penalty fees will automatically apply.
- 4.3 Upon receipt by WRS of a Booking Confirmation, the booking is considered as confirmed by the Participant (or the Company as the case may be) and any cancellation will be subject to paragraph 10 below. However, places at the Event

will only be secured once payment of the total amount of the invoice has been received by WRS in cleared funds.

- 4.4 Pursuant to Article L.221-28 of the French Consumer Code, the right of withdrawal is not available since said right does not apply to leisure services, provided at a specific date or period, which is the case of the Events organized by WRS.

- 4.5 Prices cannot be broken down and any waiver of some services included in the Event or any interruption in the programme caused by the Client (even in the event of hospitalization or early repatriation) shall not give rise to any compensation nor refund.

- 4.6 In accordance with the law, WRS reserves the right to revise its prices to take into account variations in the cost of transport services, or any fees relating to the services offered. Any such changes will apply to all Participants that have booked or who book subsequently and will be added to invoices. Any refusal by the Participant to pay such price changes will be deemed to be a cancellation and paragraphs 10 will apply.

- 4.7 In case of an invitation received by WRS, Participant must confirm to WRS his/her participation within 3 days following the receipt of the invitation. Failure to do so, the invitation will be considered as refused and will be proposed to another Participant, without any possibility of compensation or alternative date.

## 5 TRAVEL TO THE EVENT

All travel arrangements and costs (including visas if required) shall be the responsibility of each Participant and/or, in the event of a group booking, the Client making the booking. No refund and/or compensation will be paid in respect of any Participant's inability to attend any part, or all of the Event booked due to transport/travel issues.

## 6 COMPLIANCE / HEALTH AND SAFETY

- 6.1 Each Participant agrees and acknowledges that the Event is not a race or a practice session before a race or any kind of competition and agrees that the Event is subject to high risks and is inherently dangerous.

- 6.2 Each Participant must attend the mandatory safety briefing. Participants must adhere to all health and safety instructions and/or regulations at the Circuit, (including those relative to any pandemic), attend (and listen carefully to) all briefings and comply with all instructions given by driving instructors and briefing staff engaged by WRS and/or the F1 team and/or the Circuit Manager as the case may be. Failure to comply with these instructions/regulations and/or absence from the mandatory briefings on the day of the event are deemed to constitute a serious breach of contract.

- 6.3 If at any time WRS and/or the F1 Team and/or the Circuit Manager, as the case may be, deems that the Participant is: (a) unable to adhere to or have not adhered to instructions or health and safety rules; (b) unable to remain in full control of his/her car; (c) behaving in an inappropriate or unacceptable manner; (d) under the influence of alcohol and/or drugs; or (e) if he/she makes contact with another car or is involved in an accident, WRS and/or the Circuit Manager and/or the F1 Team reserves the right to curtail the relevant activity the Participant is taking part in, which can result (in particular for the F1 Driving Experience Event) to not be allowed to drive, for safety reasons, the high speed F1 single-seater without any kind of compensation.

- 6.4 Any compliance with Health measures shall be the responsibility of each Participant. No refund and/or compensation will be paid in respect of any Participant's inability to attend any part, or all of the Event booked due to failure to comply with health measure requirements.

## 7 PASSES AND ACCREDITATION

- 7.1 Access to the Circuit is always subject to valid accreditation previously booked through WRS and any case before the deadline set by WRS. In case a Participant, Team Personnel or Accompanying Guest did not book an accreditation before the set deadline, the access to the Circuit could be refused with no refund nor compensation.

- 7.2 Price and conditions of the Accreditation may vary from a Circuit to another, and from an Event to another. Participants will be informed by WRS of the conditions prior each Event.

- 7.3 All accreditation holders must comply with the Terms and Conditions of use of each, and every pass and accreditation issued, failing which he/she may not be obtained access to the Circuit or may be removed from the Circuit. No refund and/



or compensation will be paid should a Participant not be able to participate in the scheduled Event activities as a result.

## 8 ACCOMPANYING GUESTS AND TEAM PERSONNEL

- 8.1 Are considered as accompanying guests, all attendees to the Event who are not Participants (i.e., Participant's companions, Company representatives, legal representative, medias, filming crews...). Accompanying guests, as defined above, attend the Event as spectators at the Circuit and do so entirely at their own risk. Kids under 12 and animals are not allowed to have access to the Circuit.
- 8.2 Are considered as Team Personnel, all staff who are working on the Event (i.e mechanics, engineers, technical staff, coaches...). Team Personnel attend the Event as Motorsport professional duly informed of the risks of their duties. Team Personnel will not be allowed to enter the Track unless expressly authorized by WRS and/or the Track Director and his Marshalls, and/or the Chief Doctor as the case may be.
- 8.3 In order to have access to the Circuit, Team Personnel and Accompanying Guests must have been declared to WRS prior the Event and must hold a valid accreditation previously booked in accordance with paragraph 7.
- 8.4 All Accompanying Guests with valid accreditation will have access to the Circuit but will not be allowed to participate in any activities or briefings of the Event programme unless expressly authorized by WRS. Access restrictions (rooms, timings...) may apply for Accompanying Guests for the good sequence of the Event.
- 8.5 Participants (or the Client making the group booking as the case may be) must ensure that their Team Personnel and Accompanying Guests comply with all health and safety requirements at the Circuit, these Terms and Conditions, the Terms and Conditions of the accreditation supplied to them, and any other instructions given to them by WRS and/or the Circuit Manager, as the case may be.

## 9 FILMING CREWS

- 9.1 If requested by a Participant or the Client making the booking and subject to approval by WRS, the attendance of a filming crew during the Event is allowed. The request must be sent to WRS at least 30 days prior the Event. Upon authorization from WRS, a mandatory meeting followed by an on-site visit and recce must be organized with WRS prior the Event Day. Failure to do so, the filming crew will not be able to claim access to the track.
- 9.2 Filming crew members attend the Event at their own risk and must comply with all health and safety requirements at the Circuit, the Terms and Conditions of the accreditation supplied to them, and any other instructions given to them by WRS and/or the Circuit Manager's staff, as the case may be. Filming crews accept and acknowledge that the Event programme for Participants is the priority of the day, and they accept to comply with all instructions and any access restrictions (places, timings) given by WRS.
- 9.3 The Filming Company shall provide its Liability Insurance certificate prior to the Event.

## 10 CANCELLATION

### 10.1 CANCELLATION BY THE CLIENT

If a Client wishes or is forced to cancel a confirmed booking, as defined in 4.3, cancellation charges shall apply. The Client must notify WRS of the cancellation in writing by registered letter with acknowledgment of receipt to the postal address indicated on WRS's documentation. Based on the date WRS receives the letter, booking fee will remain due as follows:

- Less than 4 weeks prior to the Event: 100% of the booking fee are due
- More than 4 weeks prior to the Event: 50% of the booking fee are due

The application fees paid at the booking are not refundable whatsoever the reason and remains due by the Client. Any change of Event date by the Client is subject to new Application fees.

In case of group booking, if the number of Participants, guests, or cars attending the Event is below the number agreed by WRS, whatever the reason, the company will not be pro rata refunded due to the missing Participants, guests, or cars.

### 10.2 CANCELLATION BY WRS

WRS will not be liable for any failure or delay in performance of an Event arising from or attributable to acts, events, omissions, or accidents beyond its reasonable control. WRS reserves the right to cancel or postpone all or part of the Event, most notably in the following cases:

- Uninsufficient number of Participants to maintain the Event, in which event notice of not less than 5 days will be given and the affected Client will be given priority booking for a future Event. If an alternative date is unsuitable or

unwanted, a full refund will be offered to those who have a confirmed booking. As an alternative, WRS can also propose to the affected Clients new financial conditions in order to secure the operation of the Event. Clients are free to accept the new conditions or to cancel their participation to the Event:

- Unavailability of infrastructures, material or personnel which could prevent to maintain the safety conditions of the Event for the Participants;
- Force majeure such as, but not limited to, the occurrence of a natural disaster, weather conditions hindering the «normal and safe» provision of the services (fire, flood, ash clouds), explosion, acts of god, armed conflicts, pandemics, total or partial strikes or lockout, threats or attack of terrorism, any government act, interruption or failure in the power supply or labour dispute, governmental decisions or change in regulation, transport disruptions and/or supply of raw materials or an operating incident, embargo i.e. the occurrence of an event that WRS could not foresee and is therefore not responsible for, which is out of its control, and cannot be overcome despite its best efforts to do so.

Should any of the above occur, WRS shall inform the Participants (or the Company/ Team) at its earliest opportunity and the affected Client will be given priority booking for a future event. Any travel and accommodation expenses incurred as a result of the cancellation or postponement of the event will not be covered by WRS under any circumstances.

## 11 TRAVEL TO THE EVENT

WRS cannot be liable for any delay of the Participant in his travel arrangements which could result to his/her absence at the start of the Event. In case the Participant is not present at the start of the Event, WRS has the right to refuse the Participant from all or part of the activities and this shall not give rise to any compensation nor refund.

## 12 PARTICIPANT'S PACKAGE CONTENT

- 12.1 Unless options have been booked or special package has been agreed with WRS, Event package does not include any travel logistics, hotel accommodation, catering or any other services not specified in the commercial offer.
- 12.2 Under no circumstances shall WRS be liable for any personal expenses or ancillary costs incurred (e.g. mini-bar, use of hotel facilities etc.) or for any damage caused to the hotel and/or restaurant by any Participant or Guest during their stay. Any such expenses must be settled by the Participant when checking out. All return flights or other travel costs to and from the Event place shall also be the responsibility of each Client.

## 13 CHANGES TO THE EVENT PROGRAMME

- 13.1 Whilst WRS takes every care to ensure that the Event will follow the scheduled programme as notified to Participants, the nature of the programme means that it may be subject to change. WRS reserves the right to make amendments to any part of the schedule and/or services provided as considered reasonably necessary whether for safety reasons or otherwise.
- 13.2 WRS reserves the right to make changes to the Event running schedule if weather conditions affect the safe conduct of any of the scheduled on-track activities. In this particular case, subject to Event availability and to the approval by WRS, the unrealized parts of the on-track activities could be eventually postponed to the next scheduled Event date of the current year. If the report in the current year is not possible, a credit note corresponding to the parts of the on-track activities not performed will be carried over the next year. In case of a credit note, Participants acknowledge that the amount of this credit note will be reduced due to the inherent fixed costs specific to each Event date.
- 13.3 If the Participants are late and/or are not complying with the timetable of the Event and/or are driving in an inappropriate manner on the track causing track interruption or intervention (red flag, spin...), WRS may be forced to reduce the running schedule and without any right to be compensated for anyone.
- 13.3 Any interruption or shortening due to the Participant, as well as any services included in the package not used by the Participant's choice, will not give rise to any refund, whatsoever the reason.

## 14 VIDEO AND PHOTOGRAPHY

- 14.1 Unless the confidentiality of the participation has been expressly requested in writing to WRS by a Participant, the Participants acknowledge and accept that they may be filmed or photographed during the Event. Videos or photos of Participants and their cars may be used by WRS, the F1 Team or the Circuit Manager for commercial and promotional purposes at any time after the Event. Participants hereby consent to be filmed and/or photographed for these purposes without entitlement to any payment or other form of compensation.
- 14.2 Although Participants may give consent to the use of their image in photographs taken at the Event, Participants retain the right to request the removal of their



photo at any time. If a Participant decides at a later date that he/she no longer wishes WRS to use his/her image, the Participant can contact WRS who will take the necessary steps to comply with Participant's request. This approach is part of WRS commitment to respect Participants choices and their rights with regard to their personal data, in accordance with the regulations in force.

## 15 LIABILITY

- 15.1 Despite the instructions/regulations laid down by WRS, vehicles operating at high speed can be dangerous and cause damage. This risk can never be completely avoided (even with the instructions/regulations laid down by WRS), and the Participant must acknowledge this risk.
- 15.2 Participants are personally and indefinitely liable for any direct or indirect material damage caused to WRS and/or the Circuit, which would occur as a result of their fault, imprudence, negligent behavior. In such circumstances, WRS and/or the Circuit Manager shall have the right to invoice Participants for all necessary costs until full compensation for such damage.
- 15.3 In application of article L321-3-1 of the French Sport Code, material damage caused to a Participant by the fact of something that another Participant has under his/her custody cannot give rise to any compensation by this Participant, WRS or the Circuit Manager. It is specifically agreed that there will be no seeking of responsibility in case of a collision between Participants, so that any Participant cannot claim an exemption from damage payment in case he/she would be the victim in a crash that has caused damages to his/her car or material.
- 15.4 Participants are liable, even without proof of any fault on their part, for any direct or indirect physical injury caused to another Participant, a WRS' or Circuit Manager's employee or contractors, when driving their vehicle during an Event.
- 15.5 In the event that a Participant suffers material or physical damage during an Event, WRS and/or the Circuit Manager's liability may only give rise to compensation for his/ her loss under prior proof of WRS and/or the Circuit Manager inexcusable fault.
- 15.6 Any injury suffered by a Participant may be aggravated by any rescue operation that may be necessary in case of accident and/or emergency during an Event, for which the Participant would fully assume the associated costs, without such aggravation being attributable to WRS and/or the Circuit Manager.
- 15.7 The Participant must ensure that he/she is not carrying any valuable personal items that could be damaged or stolen. WRS and/or the Circuit Manager cannot be held responsible in such an event.
- 15.8 WRS and/or the Circuit Manager are only bound by a security obligation of means and not of result.

## 16 INSURANCE

- 16.1 In accordance with the French Sport Code (Article L-331-10, especially), WRS has undertaken an insurance through its insurance broker Willis Towers Watson, to insure the organization of such an Event, through the civil liability guarantee contract n° 58.956.937 underwritten by Allianz. In addition, WRS has subscribed with ALBINGIA (policy No. IA1109892) an individual accident cover covering a maximum capital of 50,000 euros in the event of death or total permanent disability following an accident.
- 16.2 Nevertheless and in accordance with Article L.321-4 of the same above mentioned code, WRS informs and encourages Participants of their interest to subscribe their own life and health individual insurance policy that covers the bodily injuries that motorsport can potentially expose them to. Each Participant shall be responsible for taking out his/her own personal travel insurance.
- 16.3 Additionally, WRS encourages Participants to subscribe their own insurance contract to cover damages caused to third parties (third Participants, cars, Team Personnel, Circuit, facilities, accommodation, and any ancillary equipment) and for which Participants are liable according to paragraph 15.

## 17 DATA

- 17.1 WRS, acting as data controller, will process and handle the personal information of each Participant which is either collected by the Client making a group booking and then submitted to WRS as part of the requirement set out in clause 2.3 or provided directly to WRS by each Participant as part of his registration to the Event. In the first instance, the Client shall be responsible for duly informing and seeking the appropriate consent of each Participant for their personal information to be collected and then shared with WRS and any other entity directly connected with the organization, operation and running of the Event (in particular for legitimate security and insurance purposes), in compliance with all applicable data protection legislation. By submitting a list of Participants to WRS (as contemplated in clause 2.3 above), the Client shall be deemed to have secured

such express consent in each case. For the avoidance of doubt, WRS shall not be responsible for any data processing activities undertaken by the Client making the booking in connection with any Participant and shall not be held liable for any and all consequences resulting from the supply of inaccurate data.

- 17.2 Any personal information that Companies and/or Participants provide to WRS will only be used and recorded in accordance with the Data Protection Legislation Laws and Regulation (including Loi Informatique et Libertés of 6 January 1978 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as «GDPR»). WRS will only use personal information to assess and complete an Event booking, verify a Participant's eligibility or identity, communicate practical information relating to the Event and comply with any legitimate security interests required by the Circuit Manager.
- 17.3 If the Participant or the Client has consented, WRS may also use personal data for direct marketing purposes by contacting the Participant (or the Client) by e-mail, telephone, mail, etc. via newsletters containing information about WRS and WRS partners, as well as specific communications relating to the Event for which the Participant (or the Client) has registered.
- 17.4 Any medical information will be kept confidential and only used by WRS as evidence provided by each Participant of his/her ability to take part in an Event. For safety and insurance purposes in case of incident or injury, such information could be shared upon request of the medical personnel for the wellbeing and health of the Participant and in his interest.
- 17.5 WRS may also transfer the Participant's (or the Client's) data to third parties in the event of a legal obligation or a request from the police or judicial authorities.
- 17.6 Personal information collected by WRS, and any other entity directly connected with the organization will be kept for 3 (three) years maximum, except in case of participation to another Event. If the Participant (or the Client) has given his consent to a specific personal data processing activity (e.g. direct marketing), the data will be kept until he withdraws his consent.
- 17.7 Each Participant has the right to access any personal information held by WRS and can at any time send an email to [contact@winfieldracingschool.com](mailto:contact@winfieldracingschool.com) to request any correction if the information is not accurate, to ask for more details about WRS privacy policies, to restrict and to object the processing of personal information, or to request deletion of this data. The Participant (or the Client) has the legal right to object, at all times, to the further processing of his/her personal data for direct marketing purposes.
- 17.8 Each Participant has the right to file a complaint near the French "Commission Nationale de l'Informatique et des Libertés" in case of inappropriate processing of data by WRS (using the following link: <https://www.cnll.fr/fr/plaintes>).

## 18 INTELLECTUAL PROPERTY

All logos, drawings, photographs, videos, models, and text appearing on the <https://winfieldracingschool.com/> website or on any brochure is the property of WRS. Reproduction in whole or in part, in any form, for commercial, associative, or voluntary purposes, is without the consent of WRS.

## 19 GENERAL

- 19.1 Any part of these Terms and Conditions which is found to be invalid or unenforceable shall be deemed replaced with such provision which is as near to the intent of the original provision as possible, but which is not invalid or unenforceable. The enforceability of any other part of these Terms and Conditions shall not be affected. Any variation to these Terms and Conditions shall only be valid if agreed by an authorized representative of WRS in writing.
- 19.2 In accordance with article L. 612-1 of the French Consumer Code, any consumer has the right to access, free of charge, to a consumer mediator in order to amicably resolve a dispute arising with a professional. For this purpose and in application of articles L. 616-1 and R. 616-1 and following of the French Consumer Code, the contact details of the consumer mediator to which WRS belongs and to which claims may be brought by consumers, that is to say persons having contracted outside their commercial activities, are as follows: Médiateur du Conseil national des professions de l'automobile (<https://www.mediateur-cnpa.fr>).
- 19.3 This entire agreement shall be exclusively governed by French Law. Any dispute arising from or in connection with the participation to an Event will be submitted to the competent French courts. ■



## DRIVING EVENTS

These Special Terms and Conditions apply to "Driving Events" as defined below. These Special Terms and Conditions are in addition to the General Terms and Conditions. In the event of any contradiction between the General Conditions and the Specific Conditions, the latter shall prevail. A Driving Event is the name given by WRS for an Event organized by WRS during which the Participant uses, whether as a driver or as a passenger, a vehicle ("Car") which is technically operated by WRS. Although the F1 Driving Experience Event can be considered like a Driving Event, this specific programme is subject to its own Special Terms and Conditions (please refer to page 6).

### 1 PARTICIPATION

In addition to the General Terms and Conditions, in order to participate to a Driving Event, each Participant must ensure that he/she successfully performs and completes the standard safety procedures (see paragraph 2.5).

### 2 ELIGIBILITY

2.1 In order to be eligible to participate in a Driving Events, each Participant must comply with the Eligibility Criteria stated in the General Terms and Conditions and, in addition:

- hold a full current and valid driving licence and/or racing license (see paragraph 2.2) except for a participation to the Event as a passenger only;
- be between 1.50 metres and 1.90 metres tall;
- don't weigh more than 95 kgs (220lbs);
- foot size doesn't exceed EU 45;

2.2 Participants under 18 must hold a valid racing or testing license valid for the day and for their racing car category in compliance with the current regulations. In no event, shall WRS be held liable if Circuit authorities deny access to the driver for non-valid or non-accurate license. Participant shall take into account the local regulations in terms of license.

2.3 Participants not matching the height and weight criteria mentioned above have the possibility to register to the Event by accepting the risk to be refused from all or part of the Event if they do not successfully perform and complete the standard safety procedures specific to each Event. In that case, Participants accept that no refund or compensation will be made.

2.4 If it becomes apparent at any point before or during the Event, that a Participant cannot successfully perform and complete the standard safety procedures, even if he/she meets all of the Eligibility criteria, WRS reserves the right to refuse his/her participation in all or part of the on-track activities scheduled for the day. Due in particular to incompressible and non-refundable costs committed by WRS to organize the Event, no refund or compensation will be made. For the avoidance of doubt, if a Participant meets all of the eligibility criteria but cannot successfully perform and complete the standard safety procedure to the satisfaction of WRS, he/she can be refused from all or part of the on-track activities.

2.5 The successful performance to the standard safety procedures remains at the sole discretion and satisfaction of WRS. Its decision shall not suffer from any disputes nor a way to claim a refund or any kind of compensation. The standard safety procedure consists, inter alia, in completing the emergency extraction procedure from the vehicles.

### 3 DRIVER EQUIPEMENT

3.1 For Driving Experience Events or Passenger lap experiences, WRS will provide all protective clothing and equipment required for the Event. Participants must wear this at all times as required by WRS. For the avoidance of doubt, Participants will not be permitted to wear any protective clothing or use any equipment other than that provided by WRS unless expressly authorized by WRS and under specific conditions.

3.2 For all other Events, unless otherwise specified by WRS, each Participant is responsible to provide its own protective clothing and equipment compliant with current FIA competition standards. For the avoidance of doubt, such equipment must include fireproof underwears, fireproof overall, racing boots, gloves, helmet with Front Head Restraint clip and Front Head Restraint device (Hans System).

3.3 Should the Participant not be able to provide part of all of the equipment or not at sufficient standards as required in paragraph 5.2, WRS can provide the equipment at cost.

3.4 Personal driver equipment must not display any conspicuous logo, acronym, or

motif that could hurt the image of the Winfield's brand and its partners (especially with religious or political undertone or rival organizations, etc.). For these purposes, WRS reserves the right to hide temporarily such logo or motif for the duration of the Event. In addition, WRS may request the Participant to display a specific visor strip on the Participant's personal helmet for the duration of the Event.

### 4 VIDEO AND PHOTOGRAPHY

4.1 Participants and Guests are allowed to film, photograph and/or record their participation to the Event at the condition that any such images or recordings are used only for private and non-commercial purposes (unless otherwise agreed with WRS prior the event). See paragraph 9 of the General Terms and Conditions relative to filming crews.

4.2 Unless expressly authorized by WRS, use of mobile phones or any recording materials are not allowed during briefings and on-track activities. Furthermore, at any time during the Event, WRS may prohibit use of recording materials.

4.3 Pictures and illustrations presented in the commercial brochures and/or the website are illustrative examples and do not have a contractual nature.

### 5 INSURANCE

All cars used during the Event are valuable high-performance vehicles. Accordingly, each Participant shall be liable for any damage caused to a car (or any ancillary equipment) as a result of his/her fault, negligence, recklessness, or failure to comply with instructions and briefings received on the day. In such circumstances, WRS shall be entitled to invoice the Participant for all necessary repair costs until full compensation.

### 6 CAR DAMAGES

6.1 Each Participant is totally financially liable for any damage caused to the cars that have been entrusted to him/her, this regardless of the Participant's responsibility, most notably in the following cases: going off track, driving over abrasive portions, hitting cones, contact, collision, etc. Payment for the material (parts, bodywork, and workforce) caused in each accident shall be made to WRS under the conditions stated in paragraphs 6.6 and 6.7.

6.2 Participants acknowledge that the cars used for the Event are racing cars, and that the repair costs of which, if any, would be significantly higher than those of a road car.

6.3 Each Participant is responsible for having his/her car and tyres checked by the car's referring mechanic after each running session. Any damage found and noticed by the referring mechanic after a running session shall be imputed to the Participant who was driving the car during the session prior to the mechanic's observation. A Participant who has not had his/her car and tyres checked before his/her running sessions will not be able to claim that the damage does not fall on him.

6.4 It is specifically agreed that there will be no seeking of responsibility in case of a collision between Participants, so that any Participant cannot claim an exemption from damage payment in case he/she would be the victim in a crash that has caused damages to his/her car.

6.5 Although WRS will make its best endeavors during the Event to repair the car or make available a spare car to the Participant in order for him/her to continue his/her running programme, WRS cannot be held liable for non-completion of the running programme as a consequence of car damages. No refund nor compensation will be made.

6.6 In case of damages, WRS will proceed with an evaluation of the car at the workshop and will edit a damages report with the total costs of the repairs including car parts, bodywork, tyres, consumables and workforce. The damages report cannot suffer from any contestation by the Participant and the Participant shall pay the total costs without delay and upon receipt of a detailed invoice by WRS.

6.7 In addition, any off-track that results in driving on the abrasive parts (run-offs) of the Circuit (red lines) and/or any abnormal wear caused to the tyres by an inappropriate driving (wheel blocking, spin...) shall automatically and without any contestation result of the invoicing of a set of tyres to the Participant. Any gravel incident will be invoiced €500 exclusive of taxes.

6.8 Upon request of a Participant before the Event, WRS could eventually propose insurance options to cover damages on a car. Availability of such option cannot be guaranteed. If an insurance option is available, conditions of execution will always depend on the type of cars and of the Event's conditions.



# F1 DRIVING EXPERIENCE

These Special Terms and Conditions apply to the F1 Driving Experience Events as defined below. These Special Terms and Conditions are in addition to the General Terms and Conditions. In the event of any contradiction between the General Conditions and the Specific Conditions, the latter shall prevail. « F1 Driving Experience » is the name given by WRS for the specific event proposed by WRS during which, amongst other activities, the Participants drive a high-speed F1 vehicle operated by a F1 Team.

## 1 PARTICIPATION

In addition to the General Terms and Conditions, in order to participate in a F1 Driving Experience Event, each Participant must ensure that he/she successfully performs and completes the standard safety procedures (see paragraph 2.5).

## 2 ELIGIBILITY

2.1 In order to be eligible to participate to a F1 Driving Experience Event, each Participant must comply with the Eligibility Criteria stated in the General Terms and Conditions and, in addition:

- be of a minimum age of 22 and a maximum age of 65;
- hold a full current and valid driving license or racing license;
- be between 1.55 metres and 1.85 metres in height (see paragraph 2.2);
- not weigh more than 90 kgs (see paragraph 2.2);
- foot size must not exceed EU 45;

2.2 Participants not matching the height and weight criteria mentioned above have the possibility to register to the Event by accepting the risk to be refused from all or part of the Event if they do not successfully perform and complete the standard safety procedures specific to each activity. In that case, Participants accept that no refund or compensation will be made.

2.3 If it becomes apparent at any point before or during the Event, that a Participant cannot successfully perform and complete the standard safety procedures, even if he/she meets all of the Eligibility criteria, WRS and the F1 Team reserve the right to refuse his/her participation in all or part of the on-track activities scheduled for the day. Due in particular to incompressible and non-refundable costs committed by WRS to organize the Event, no refund or compensation will be made. For the avoidance of doubt, if a Participant meets all of the eligibility criteria but cannot successfully perform and complete the standard safety procedure to the satisfaction of WRS and the F1 Team, he/she can be refused from all or part of the on-track activities.

2.4 The successful performance to the standard safety procedures remains at the sole discretion and satisfaction of WRS and the F1 Team. Their decision shall not suffer from any disputes nor a way to claim a refund or any kind of compensation. The standard safety procedure consists, inter alia, in completing the emergency extraction procedure from the vehicles and completing a minimum of 15 laps in a Formula 4 type vehicle in a safe manner before being eligible to the Formula 1 session activity.

## 3 TRAVEL TO THE EVENT

3.1 Local transfer services are offered by WRS as part of the individual package (not available for a group booking). Transfer services included in the package are only available under the following conditions:

- Between Marseille Airport or Aix-en-Provence TGV train station and the Circuit Paul Ricard's hotels.
- For arrival: on the day before the Event between 2pm and 7pm.
- For departure: on the Event Day from 6pm to 8pm and on the day after the Event from 6am to 11am
- For the Participants and one Accompanying guest per Participant.

3.2 Any transfer service requested by the Participant which does not respect the above-mentioned conditions will be subject to availability and to additional charges.

## 4 DRIVER EQUIPMENT

4.1 For safety reasons, WRS will provide all protective clothing and equipment required for the Event. Participants must wear this at all times as required by WRS. For the avoidance of doubt, Participants will not be permitted to wear any protective clothing or use any equipment other than that provided by WRS unless expressly authorized by WRS and under specific conditions.

4.2 For the same safety reasons, Participants will not be allowed to keep their personal belongings (such as mobile phone, jewels, watch...) while driving.

4.3 WRS also supplies each Participant with a crash helmet compliant with the

FIA8859-2015 homologation complete with front head restraint clips. Personal crash helmets could eventually be accepted, only providing that it complies with the following requirements:

- The crash helmet must not display any conspicuous logo, acronym, or motif that could hurt the image of the Winfield's brand and its partners (especially with religious or political undertone or rival organizations, etc.).
- The crash helmet must comply with current FIA competition standards and these mentions should be clearly readable on the inside labels.
- The crash helmet must feature front head restraint clips (Hans, FHR).
- The crash helmet must be in good condition, with the fastening systems and FHR clips in excellent operating condition.

4.4 Allowing the use of personal equipment is exclusively up to WRS and at its own discretion. WRS reserves the right to accept or reject the use of a personal equipment and the decision shall not suffer from any contestation. In addition, WRS may request the Participant to display a specific visor strip on the Participant's personal helmet for the duration of the Event.

## 5 VIDEO AND PHOTOGRAPHY

5.1 Participants and guests are allowed to film, photograph and/or record their participation in the Event on the condition that any such images or recordings are used only for private and non-commercial purposes (unless otherwise agreed with WRS prior the event). See paragraph 9 of the General Terms and Conditions relative to filming crews.

5.2 Unless expressly authorized by WRS, use of mobile phones or any recording materials are not allowed during briefings and on-track activities. Furthermore, at any time during the Event, WRS may prohibit use of recording materials.

5.3 Pictures and illustrations presented in the commercial brochures and/or the website are illustrative examples and do not have a contractual nature.

## 6 INSURANCE

6.1 All cars used during the Event are valuable high-performance vehicles. Accordingly, each Participant shall be liable for any damage caused to a car (or any ancillary equipment) as a result of his/her fault, negligence, recklessness, or failure to comply with instructions and briefings received on the day. In such circumstances, WRS shall be entitled to invoice the Participant for all necessary repair costs until full compensation.

## 7 CAR DAMAGES

7.1 Each Participant is totally financially liable for any damage caused to the vehicles that have been entrusted to him/her, this regardless of the Participant's responsibility, most notably in the following cases: going off track, driving over abrasive portions, hitting cones, contact, collision, etc. Payment for the material (parts, bodywork, and workforce) caused in each accident shall be made to WRS under the conditions stated in paragraphs 7.6 and 7.7.

7.2 Participants acknowledge that the cars used for the Event are racing cars, and that the repair costs of which, if any, would be significantly higher than those of a road car.

7.3 Each Participant is responsible for having his/her car and tyres checked by the car's referring mechanic after each running session. Any damage found and noticed by the referring mechanic after a running session shall be imputed to the Participant who was driving the car during the session prior to the mechanic's observation. A Participant who has not had his/her car and tyres checked before his/her running sessions will not be able to claim that the damage does not fall on him.

7.4 It is specifically agreed that there will be no seeking of responsibility in case of a collision between Participants, so that any Participant cannot claim an exemption from damage payment in case he/she would be the victim in a crash that has caused damages to his/her car.

7.5 Although WRS will make its best endeavors during the Event to repair the car or make available a spare car to the Participant in order for him/her to continue his/her running programme, WRS cannot be held liable for non-completion of the running programme as a consequence of car damages. No refund nor compensation will be made.

7.6 In case of damages, WRS will proceed with an evaluation of the car at the workshop and will edit a damages report with the total costs of the repairs including car parts, bodywork, tyres, consumables and workforce. The damages report cannot suffer from any contestation by the Participant and the Participant shall pay the total costs without delay and upon receipt of a detailed invoice by WRS.

7.7 In addition, any off-track that results in driving on the abrasive parts (run-offs) of the Circuit (red lines) and / or any abnormal wear caused to the tyres by an inappropriate driving (wheel blocking, spin...) shall automatically and without any



contestation result of the invoicing of a set of tyres to the Participant. Any gravel incident will be invoiced €500 exclusive of taxes.

- 7.8 Upon request of a Participant before the Event, WRS could eventually propose insurance options to cover damages on a car. Availability of such option cannot be guaranteed. If an insurance option is available, conditions of execution will always depend on the type of cars and of the Event's conditions.

## TEST DAYS (FOR RACING TEAMS)

These Special Terms and Conditions apply to the "Test Days" Events as defined below. These Special Terms and Conditions are in addition to the General Terms and Conditions. In the event of any contradiction between the General Conditions and the Specific Conditions, the latter shall prevail. A Test Day is the name given by WRS for an Event organized by WRS for which the Client buys track time from WRS and during which the Participant uses vehicle ("Car") which is not technically operated by WRS.

### 1 PARTICIPATION

In addition to the General Terms and Conditions, in order to participate to a Test Day, each Participant must ensure that:

- he/she and his/her car meet the Eligibility criteria specified in paragraph 2 below
- he/she hold a Liability Insurance complying with the requests of the Circuit;
- he/she has attended the mandatory safety briefing with the Circuit's Manager or a duly authorized person before going out on track;
- he/she has signed the mandatory "Liability Acknowledgment and Assumption of risk Form".

### 2 ELIGIBILITY

- 2.1 Participants must hold a full current and valid racing licence for the day and for their racing car category in compliance with the current regulations. In no event shall WRS be held liable if Circuit authorities deny access to the driver for non-valid or non-accurate license. Participant shall take into account the local regulations in terms of license.
- 2.2 In case a Participant is under 18 and his/her legal representative is not attending the Event, a parental authorization shall be sent to WRS prior the Event. This parental authorization shall appoint a duly authorized person to consent to any measures or decisions in the interest of the Participant, including but not limited to, for the wellbeing and the health of the Participant. The appointed person shall attend the Event at all time with the underage Participant.
- 2.3 In order to be eligible to participate to the Event, the Participant is responsible to ensure his/her Car:
- comply with all safety regulations applicable in the country of the event;
  - is in raceworthy conditions and maintain at sufficient standards;
  - clearly displays a race number on each side and on the nose. In case the number is already taken by another Participant who registered before, WRS will advise the Participant who registered last to change the number of his/her car.
  - comply with the insurance requirement of the Circuit, inter alia, the Liability insurance.
  - do not display any conspicuous logo, acronym, or motif that could hurt the image of the Winfield's brand and its partners (especially with religious or political undertone or rival organisations, etc.). For these purposes, WRS reserves the right to hide temporarily such logo or motif for the duration of the Event.

### 3 EVENT CONTENT

- 3.1 Each entry fees includes access to the track for the specific declared driver and car. For insurance purposes, in no event whatsoever the reason, a Participant or a team is authorized to enter a Car and/or a Driver on the Track which has not been previously declared to WRS.
- 3.2 When available, other services and options such as timekeeping, transponders rental may be proposed by WRS at additional cost.
- 3.3 When applicable, transponder rental will be subject to a deposit upon pick-up. After the Event, the Client will be invoiced 500 euros excluding VAT per transponder not given back, lost or damaged.
- 3.4 Unless other options have been booked or special package has been agreed with WRS, Event package does not include any travel logistics, hotel accommodation, catering, accreditations, internet connection, delivery services or any other services not specified in the offer.
- 3.5 Upon request of a Client, extra services could be eventually performed by WRS (such as deliveries receipt, waste evacuation...) but this will always be subject to availability and specific conditions.

### 4 DRIVER EQUIPMENT

- 4.1 Each Participant is responsible to provide its own protective clothing and equipment complying with current FIA competition standards. For the avoidance of doubt, such equipment must include fireproof underwears, fireproof overall, racing boots, gloves, helmet with Front Head Restraint clip and Front head Restraint device (Hans System).
- 4.2 Should the Participant not be able to provide part of all of the equipment or not at sufficient standards as required in paragraph 4.1, WRS can provide the equipment at cost.
- 4.3 Personal driver equipment must not display any conspicuous logo, acronym, or motif that could hurt the image of the Winfield's brand and its partners (especially with religious or political undertone or rival organisations, etc.). For these purposes, WRS reserves the right to hide temporarily such logo or motif for the duration of the Event.

### 5 EVENT CONTACT

Unless expressly authorized by WRS, Participants shall not contact directly the Circuit. WRS shall remain the sole and main contact for any requests. WRS Event team members are available at operating times by email at [events@winfieldracingschool.com](mailto:events@winfieldracingschool.com) or by phone +33 6 16 20 96 85.

### 6 GARAGES & CIRCUIT'S OPERATIONAL AREAS

- 6.1 Paddock garages sizes and layout may vary from a Circuit to another. When possible, Participants may hire a garage in its entirety or by half garage at the cost mentioned by WRS. Clients shall strictly use the spaces they have booked and paid for. Unless special agreement with WRS, any extra space used by a Client above his/her allocation will be subject to invoicing.
- 6.2 At some circuits, access to the garages is made with magnetic passes or with keys, which passes or keys are subject to 200 euros excluding VAT deposit for each.
- 6.3 Access to the garages is granted at the sole discretion of the Circuit Manager. WRS is not responsible of the access time to the garage the day prior the event. In no Event, a Client can access the garages, paddock area and pit lane before having been expressly authorized by WRS.
- 6.4 All cars must be stored and serviced in a garage. No car servicing or mechanical activity is allowed in paddock or parking areas, expressly authorized by WRS.
- 6.5 Subject to availability and additional charges, garages can be hired days before and/or after the Event for mechanical needs by the Client.
- 6.6 Participants, Team Personnel or Guests are not allowed to access Operational areas of the Circuit (i.e.Track direction, Security & Safety Road...) unless expressly authorized by WRS and/or the Circuit Manager.

### 7 LIABILITY

- 7.1 Each Participant is totally financially liable for any damage caused to WRS and/or the Circuit, most notably in the following cases: going off track, driving over abrasive portions, contact, collision, etc. but also in case of damages made to the spaces entrusted to the Participant for the duration of the Event (paint, tape or marks in the garages, on the pit lane, truck parking areas, garages and offices spaces etc...).
- 7.2 Each Participant is responsible for having his spaces checked by WRS after the Event. Any damage found and noticed by WRS after the Event shall be imputed to the Participant to whom the spaces have been allocated for the Event. A Participant who has not had his spaces checked before his departure will not be able to claim that the damage does not fall on him.
- 7.3 Payment for such damages shall be made to WRS upon receipt of the invoice after the Event and without any contestation.

## OFF-TRACK EVENTS

These Special Terms and Conditions apply to all «Off-track» Events, as defined below. These Special Terms and Conditions are in addition to the General Terms and Conditions. In the event of any contradiction between the General Conditions and the Specific Conditions, the latter shall prevail. An «Off-track» event refer to any type of Event organized by WRS, during which the Participants do not take part in on-track driving activities, either as passengers or drivers. This type of event includes, but is not limited to, film shoots, hospitality services, visits, meetings, etc.

### 1 ELIGIBILITY



- 1.1 The company guarantees that the number of Participants will at no time exceed the capacity of the facilities provided by WRS as part of the «Off-track» Event.
- 1.2 WRS reserves the right to refuse access to the facilities and/or to cancel the event if it appears that the event organized does not correspond to the one initially scheduled and/or that the number of Participants exceeds the capacity of the facilities.
- 1.3 The Company is requested to inform WRS of the attendance of any Participant with a disability, in order to adapt services to the Participant's particular needs.
- 5.3 Payment for such damages shall be made to WRS upon receipt of the invoice after the Event and without any contestation.
- 5.4 The Client is responsible for all actions of its suppliers, service providers and Participants causing damage to others.
- 5.5 Participants commit to take the necessary precautions to safeguard their personal belongings, as WRS declines all responsibility in the event of theft or other damage. ■

## 2 BOOKING AND PAYMENT

- 2.1 «Off-track» Events are custom services. The Client can ask for a quote by contacting WRS directly by email using the contact form on the <https://winfieldracingschool.com/contact/>.
- 2.2 The request for quotation must include: the general project of the Event, the services requested, the date or periods, the number of Participants, the budget allowed.
- 2.3 The prices of services, as detailed in the quotation, are fixed. Under no circumstances can the prices of services be renegotiated after the Event has occurred. Special expenses engaged by WRS that are necessary for the successful running of the Event, as well as the cost of any additional or unforeseen services requested by the Client, are not included in the price indicated on the quotation.
- 2.4 Upon receipt by WRS of the completed and signed quotation, the reservation is considered confirmed by the Client and any cancellation will be subject to paragraph 10 of the General Terms and Conditions. However, the date will not be guaranteed until payment of the full invoice amount has been received by WRS in cleared funds.

## 3 EVENT ORGANIZATION

- 3.1 The Client is fully responsible for the choice of Services and their suitability for the Participant's needs and WRS shall have no liability in this regard.
- 3.2 All external services (including but not limited to transportation, decorations, or entertainment) must be notified in writing to WRS prior to the event and must comply with standard safety regulations. WRS cannot be held liable for any damage, whether material or physical, caused by external service suppliers to the Participants. External service providers are subject to the same obligation to respect the facilities as the Client and its Participants (see paragraph 4).

## 4 RESPECT OF FACILITIES

- 4.1 The Client commits to returning the facilities in their initial condition.
- 4.2 At the end of the Event, the Client will remove from the facilities, at its own expense, all materials, items, documentation, and equipment not belonging to WRS.
- 4.3 The Client as well as the Participants commit to use the facilities provided to them and, more generally, the equipment of WRS, in a responsible way, respecting the regulations in force and the public order.
- 4.4 The Client and its Participants commit to make no changes to the layout or arrangement of the facilities, nor to the furniture or equipment installed therein, without the authorization of WRS. They also agree to leave emergency exits clear and to use all equipment provided only for its intended purpose.
- 4.5 The Client and its Participants commit to comply with anti-smoking regulations and any other safety rules mentioned by WRS.
- 4.6 The Client and its Participants commit not to transport equipment outside the areas in which they are installed, except with prior authorization by WRS.

## 5 LIABILITY

- 5.1 The Client is liable for all physical, material, and immaterial damage caused by the Participants to the privatized facilities, to the common areas and to all types of objects (materials, effects, documentation, and equipment) provided by WRS as part of the Event.
- 5.2 The Client is responsible for having the facilities checked by WRS after the Event. Any damage found and noticed by WRS after the Event shall be imputed to the Client to whom the facilities have been allocated for the Event. A Client who has not had the facilities checked before his departure will not be able to claim that the damage does not fall on him.

