

SINGAPORE FLYER NIGHT RACE TERMS & CONDITIONS OF SALE & ENTRY

Any Singapore Flyer Night Race Ticket ("Ticket") purchased and the Ticket Holder's entry to and presence at the Singapore Flyer grounds during the period when the 2009 Formula 1 SingTel Grand Prix ("Race") is being held at the adjacent race track and surrounding areas ("Circuit Park") is subject to the following Conditions and any accompanying risks, obligations and responsibilities ("Conditions"). These Conditions shall be read in addition to, and not in derogation of, Singapore Flyer's Standard Terms & Conditions of Use, which may be found [here](#). If there is any inconsistency between these Conditions and Singapore Flyer's Standard Terms and Conditions of use, these Conditions shall prevail.

By purchasing and/or using a Ticket, the Ticket Purchaser is deemed to have accepted and agreed to be bound by these Conditions. It is the Ticket Holder's responsibility to ensure he has read and understood these Conditions and any accompanying risks, obligations and responsibilities. It is also the Ticket Purchaser's responsibility to draw the Ticket Holder's attention to these Conditions.

1 General

- 1.1 The Ticket Holder is only permitted access to the designated areas of Singapore Flyer grounds only (in accordance with the type of ticket purchased and held, as indicated on www.singaporeflyer.com) and is not permitted access to the Circuit Park.
- 1.2 Entry to the Singapore Flyer shall be via Gates 2 and 9 at the boundary of the Circuit Park ("Gates") which are subject to control by *inter alia* Singapore GP Pte Ltd and the Police. At present, the Gates shall open at 3pm on 25, 26 and 27 September 2009.
- 1.3 As a condition of entry, the Ticket Holder acknowledges and accepts that the Race, motor racing and the activities associated therewith are dangerous and being in the vicinity of the Race may involve personal risk, and that attendance at the Singapore Flyer grounds during the duration of the Race is entirely at the Ticket Holder's own risk. Ticket Holders are reminded of and agree, accept and acknowledge that the warnings, indemnities and limitation of liabilities set out in Clause 4 below.
- 1.4 The conditions at the Singapore Flyer grounds may vary, including access, seating, and protection from weather, terrain and facilities available. Ticket Holders are advised to take appropriate care for their hydration and protection from adverse weather conditions.
- 1.5 Any person under the age of 12 years of age must be accompanied and supervised at all times by his or her parent or guardian who must also hold a Ticket. Singapore Flyer reserves the sole and absolute discretion to refuse to admit any person not complying with this clause. Children below the age of seven (7) will only be admitted if the parent/guardian signs a letter of undertaking to indemnify Singapore Flyer from any liability arising from their decision to bring children under the age of 7. This letter can be obtained [here](#).
- 1.6 Upon entry, the Ticket Holder's hand might be stamped/tagged and if so, the stamp/tag must be shown together with a valid Ticket clipped for that day to regain entry. The Ticket Holder must display his Ticket at all times. No person will be admitted to the Singapore Flyer grounds without a Ticket. Singapore Flyer reserves the right not to admit a person who does not display the Ticket and may require that person to immediately leave the relevant facility.
- 1.7 Singapore Flyer has the additional right to refuse to admit any person to Singapore Flyer grounds, or to eject or remove any person from Singapore Flyer grounds, where such person does not comply any of these Conditions.
- 1.8 Tickets are non-refundable, non-transferable, non-exchangeable and may not be resold.

Tickets may not be used for competitions, promotions and giveaways.

- 1.9 In the event further services are provided in respect of tickets (for example but not limited to the case of lost tickets), administrative charges may apply.

2 Security Arrangements

- 2.1 The Ticket Holder shall comply with :

- (a) any security arrangements, directions or notices displayed or given by (i) the Police; (ii) officers, employees or agents of Singapore Flyer; and/or (iii) Singapore GP Pte Ltd, Federation Internationale de L'Automobile, APM Sport (Ireland) Limited, Formula One Management Limited, Formula One Administration Limited, and any related parties, subcontractors or agents (collectively, the "Event Organisers and Associated Entities") including without limitation, notices, directions or other requirements relating to access and security at the Race;
- (b) these Conditions and any conditions of entry displayed at the entrances to the Singapore Flyer grounds ; and
- (c) all laws, regulations or requirements of the Police or any authorities having jurisdiction over the activities of Singapore Flyer, and the Race.

- 2.2 For the comfort and safety of patrons and players, the following items are NOT allowed into Singapore Flyer grounds : Alcohol, pets or animals, any item that could be used as a weapon, audio recorders, video cameras, bicycles, scooters, skateboards and rollerblades/ skates, cans, chairs/stools, coolers & hampers, fireworks, frisbees and helium balloons, glass (including bottles), food and drink, large flags, musical instruments and/or amplification equipment, prams and strollers, unauthorised advertising material or flyers, laser pointers, distress signals, whistles or loud hailers, dangerous goods and any other item prohibited by legislation. The items listed in this Clause are not exhaustive and shall be read in addition to the provisions of Clause 3.1.

3 Photographs, Images & Recording

- 3.1 Ticket Holders must not make, create, store, record or transmit any kind of sound recording, visual footage or audio-visual footage of, at or in relation to the Race ("Recording"), or store, record or transmit any information or other data, including official timing, results, performance, telemetry, weather or race control data of, at, or in relation to the Race ("Data"). Ticket Holders must not bring into or use within the Singapore Flyer grounds any equipment that may enable a person to do the aforementioned acts. Personal electronic devices (including still image cameras, mobile telephones and other personal communication devices) are permitted within the Singapore Flyer grounds unless otherwise advised, provided that any Recording, Data and any image, including photographic images and any still pictures derived or capable of being derived from a Recording of, at or in relation to the Race ("Image") that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only.

- 3.2 Without limiting any action available to Singapore Flyer, it is a condition of sale that all Ticket Holders acknowledge and accept that it is a condition of entry to the Race at the Singapore Flyer grounds that :

- (a) the use of any such Recording, Data or Image ("Footage") or any part of it for profit, commercial gain, public advertisement, display or for any other purpose except for the private enjoyment of the person making / recording the Footage, without the prior written consent of Formula One Management Limited is strictly forbidden and will

constitute a breach of these Conditions for which the Ticket Holder may be liable; and

- (b) if a person makes or reproduces or uses such Footage or any part of it with or without the consent of Formula One Management Limited, that person shall on request Formula One Management Limited, assign in writing, all copyright and all intellectual property in the Footage to either Formula One Management Limited or their assignees.
 - (c) Ticket Purchasers and Ticket Holders acknowledge that Formula One Management Limited and third parties authorised by Formula One Management Limited may make or record film or other forms of moving pictures, still pictures, sound recording or any of them of the Race and the Singapore Flyer grounds (including, without limitation, of Ticket Purchasers and Ticket Holder). Unless the Ticket Purchaser or Ticket Holder otherwise reaches an agreement with Formula One Management Limited, each Ticket Purchaser and Ticket Holder hereby grants the Federation Internationale de l'Automobile and/or Formula One Management Limited and third parties authorised by them permission to use photographs, film, tape, or other images or likenesses of the Ticket Purchaser and/or Ticket Holder, or any sound recording, in any media (including publication within and outside Singapore) and for any purpose without identification, compensation or payment of any kind.
- 3.3 Ticket Purchasers and Ticket Holders consent to being photographed, filmed and recorded as aforesaid , and consent to the use of any such film, image or recording for public transmission.
- 4 Liabilities**
- 4.1 Any impression, diagram or map of the Singapore Flyer grounds is provided as a guide only to the approximate locations of seating, viewing areas and other conveniences and attractions therein and may not be drawn to scale. The Ticket Purchaser and Ticket Holder acknowledge and accept that no reliance is placed on such impression or map when purchasing Tickets or upon entry to the Singapore Flyer grounds.
- 4.2 Singapore Flyer will endeavour to arrange for seats (where applicable) without any restrictions on the view or restricted leg room, subject to availability. Ticket Purchasers and Ticket Holders acknowledge such seats may not be available and that natural or man-made obstructions, including objects or structures put up by Singapore Flyer and/or the Event Organisers and Associated Entities may impede viewing in some areas.
- 4.3 Each Ticket Purchaser and Ticket Holder acknowledges and accepts that motor racing, the Race and certain activities associated therewith (including without limitation, support races) are dangerous and accidents can happen and that there is a possibility of an accident causing injury, death, property damage or loss; accordingly, Ticket Holders attending the Race do so at their own risk. Ticket Holders acknowledge the risks associated with attending or participating in the Race include but are not limited to the risk of suffering harm as a result of motor vehicles (or parts of them) colliding with other motor vehicles, persons or property. All spectators are advised that attending the Race may involve danger and risk to their personal safety, and that they are responsible for all children under their care.
- 4.4 The vehicles used in the Race can generate up noise of up to 130 decibels (db). Exposure to any noise greater than 120 db can cause permanent hearing damage. Each Ticket Holder agrees to take the appropriate ear protection, including without limitation, wearing ear plugs and ear muffs, especially for children less than 18 years of age. All children must be protected against such hearing damage, or permanent hearing damage may result. Their protection is the responsibility of the accompanying adult, parent or guardian.

- 4.5 Ticket Purchaser and Ticket Holders further acknowledge and agree that Singapore Flyer does not make any warranty that the Singapore Flyer grounds and the Circuit Park at the Race will be provided with due care and skill or that any materials provided in connection with the Singapore Flyer grounds and the Circuit Park will be fit for the purposes for which they are supplied. Ticket Purchasers and Ticket Holders acknowledge that, to the extent that any warranty is implied, it is excluded to the full extent permitted by law.
- 4.6 Ticket Purchasers acknowledge that the Race may be held on any such dates as approved and confirmed by the Federation Internationale de l'Automobile. If Ticket Purchasers purchase Tickets prior to the dates of the Race being confirmed by the Federation Internationale de l'Automobile, then the Ticket Purchasers and/or Ticket Holders acknowledge and agree that the provisional dates of the Race may change and that the Ticket Purchaser and/or Ticket Holder will not be entitled to a refund in such circumstances (acknowledging that in any event all Tickets are non-refundable). If the published provisional dates are changed, such changes will be published at www.singaporegp.sg.
- 4.7 Singapore Flyer has no control over the actual running of the Race. All dates, details and descriptions in relation to the Race are for guidance purposes only. The date for the Race is subject to change by Federation Internationale de l'Automobile and/or the Event Organisers and Associated Entities, who may delay, postpone, cancel and/or abandon the Race. Singapore Flyer gives no warranty (whether expressed or implied under statute or otherwise) that the Race shall take place at the time and place stipulated or at all and all conditions (whether expressed or implied, whether under statute or otherwise) in respect thereof are excluded.
- 4.8 Singapore Flyer is not liable to the Ticket Purchasers and/or Holders for any changes to the date of the Race and shall not be liable to give any refund to the Ticket Purchaser or Ticket Holder if the Race is delayed, postponed, cancelled or abandoned by the Event Organisers and Associated Entities, and the Ticket Purchaser and/or Ticket Holder acknowledge that in any event all Tickets are non-refundable.
- 4.9 Singapore Flyer is not liable to the Ticket Purchasers and/or Holders for any changes in the participants or format of, or any other element of the Race or arising from the arrangement of a substitute event.
- 4.10 Singapore Flyer shall not be held liable for any act or omission by any person not employed directly by Singapore Flyer. Singapore Flyer shall have no liability for the acts or omissions of the Event Organisers and Associated Entities.
- 4.11 Singapore Flyer shall have no liability for any loss, damage or expense caused by cancellation of the Race because of government action, strike, civil commotion, national disaster or other force majeure event.
- 4.12 Singapore Flyer shall have no responsibility for any property or personal effects left at the Singapore Flyer grounds or Race by the Ticket Holder.
- 4.13 Where the Ticket(s) are delivered to the Ticket Purchaser, the risk in the goods shall pass to the Ticket Purchaser upon the items being delivered to the address given by the Ticket Purchaser. Singapore Flyer shall not be liable for any loss, damage or cost arising from the delivery or non-delivery of the Ticket(s) to a third party other than the Ticket Purchaser.
- 4.14 Save for death or personal injury to a Ticket Holder caused by the negligence of Singapore Flyer, any liability on the part of Singapore Flyer towards to the Ticket Holder or the Ticket Purchaser shall be excluded and Singapore Flyer shall not be liable to the Ticket Holder or the Ticket Purchaser by reason of any acts or omissions of Singapore Flyer (or its

employees, agents or contractors) and/or the Event Organisers and Associated Entities, any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions for any loss of profit or any indirect, special or consequential loss, damage, injury, costs, expenses or other claims (whether caused by the negligence of Singapore Flyer (or its employees, agents or contractors) or otherwise) which arise out of or in connection with the provision of the Race (including any delay in providing or failure to provide the Race). In any event, the entire liability of Singapore Flyer under or in connection with these Conditions shall not exceed the price of the Ticket(s) save for liability arising from death or personal injury caused by the negligence of Singapore Flyer, or its employees, agents or contractors.

- 4.15 Save for death or personal injury to a Ticket Holder caused by the negligence of the Singapore GP Pte Ltd, APM Sport (Ireland) Limited, Formula One Management Limited ("Relevant Parties"), any liability on the part of the Relevant Parties towards to the Ticket Holder or the Ticket Purchaser shall be excluded and the Relevant Parties shall not be liable to the Ticket Holder or the Ticket Purchaser by reason of any acts or omissions of the Relevant Parties (or their respective employees, agents or contractors), any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions for any loss of profit or any indirect, special or consequential loss, damage, injury, costs, expenses or other claims (whether caused by the negligence of Relevant Parties (or their respective employees, agents or contractors) or otherwise) which arise out of or in connection with the Race.

5 **Miscellaneous**

- 5.1 Singapore Flyer may at any time in its sole discretion amend or vary any provision of these Conditions by publication on www.singaporeflyer.com. If the Ticket Purchaser or Ticket Holder does not consent to such variation or amendment, the Ticket Purchaser or Ticket Holder shall not use the Tickets for purposes of entry to the Singapore Flyer grounds. If, following such amendment or variation, the Ticket Purchaser and/or the Ticket Holder nevertheless uses the Ticket to enter the Singapore Flyer grounds, the Ticket Purchaser and/or Ticket Holder, as the case may be, shall be deemed to have irrevocably consented to such amendment or variation and to have agreed to be bound thereby.
- 5.2 Each of the provisions of these Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid, be deemed not to form part of these Conditions but the validity, enforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby.
- 5.3 The Relevant Parties may enforce the terms of Clause 4.15 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (Chapter 53B).