

Terms and Conditions

Terms of Use (Effective January 3rd 2013)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

THE SITE

This Web site ("Site") is made available for your use by IMG UK Limited ("IMG", "we", "us", "our") subject to, and conditional on, these terms of use ("Terms") and any changes to these Terms which we may publish from time to time. By using the Site, you agree to, and are bound by, these Terms.

CHANGES TO TERMS

We reserve the right, in our sole discretion, to amend and alter these Terms from time to time and in such manner as we, in our sole discretion, think fit. By continuing to access, use or browse the Site in any way, you agree to, and are bound by, any changes to these Terms. Your use of the Site shall be subject to the most current version of these Terms. Please check these Terms periodically for changes and to review the then current version of these Terms.

CONTENT

We reserve the right, in our sole discretion, to change any or all content on the Site from time to time and in such manner as we, in our sole discretion, think fit, including, but not limited to, products, programs, or services described on or offered through the Site, without notice and without liability.

We reserve the right, in our sole discretion, to delete or remove any content from the Site, and to restrict, suspend, or terminate your access to all or part of the Site, at any time, or any reason or no reason, without prior notice from, or liability to, us.

AVAILABILITY

Although we endeavour to provide constant, uninterrupted access to the Site, we cannot and do not guarantee this. From time to time, access to the Site may not be available due to outages for any or no reason, such as scheduled maintenance or upgrades or events beyond our control.

HARDWARE AND SOFTWARE REQUIREMENTS

We accept no responsibility or liability for any changes, or the obligation to notify you of any changes, to the hardware and software requirements that are likely to have an impact on your ability to receive, access, display, store, and print information that we may provide to you on the Site.

USE

The Site is for your internal business use only. Except as expressly permitted by these Terms, you may not: (i) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Site; (ii) modify or remove any copyright, trademark or other proprietary notices contained on the Site; (iii) disrupt or interfere with any other party's enjoyment of the Site; (iv) upload, post, or otherwise transmit through the Site any viruses, worms, "trojan horse", time bombs, or other harmful, contaminating, disruptive or destructive files; (v) publish, distribute, e-mail, transmit or disseminate any material which is unlawful, obscene, defamatory, indecent, offensive or inappropriate through the Site; (vi) use the Site to disparage, defame, abuse, harass, stalk, threaten or otherwise offend IMG or any other party; (vii) use the Site to violate the security of any system, network, or service, including: (a) unauthorized access to or use of data, including any attempt to circumvent user authentication or security of any host, network, or account such as by hacking, cracking, port scans, or flood pings; (b) unauthorized monitoring of data or traffic; (c) interfering with the service to any user, host, system or network; and/or (d) conducting denial of service attacks; (viii) disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any content, servers or networks connected to or accessible through the Site or any affiliated or Third Party Sites (as defined below); (ix) use any "robot", "spider" or other automatic device, software, program, algorithm, routine, methodology, or any manual process or functionality: (a) that interferes or attempts to interfere with the normal operation of the Site; or (b) to monitor, assemble, analyze, index, copy, transmit, distribute, transfer, or link to any of the pages, data, materials, or content available on the Site; (x) attempt to gain unauthorized access to the Site or any networks connected to the Site, whether through hacking, password mining or any other means; (xi) obtain,

or attempt to obtain, any materials or information through any means not intentionally made available through the Site; (xii) perform any action that is deemed by us to impose a burden or unreasonable load on our servers, networks, or other computer equipment; (xiii) use the Site for any unlawful purpose or in any manner that is prohibited by these Terms; and/or (xiv) assign, convey, subcontract, delete or transfer any rights, duties or obligations under these Terms.

We reserve the right, in our sole discretion, at all times to monitor, retain or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

INTELLECTUAL PROPERTY

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You shall not provide a link to the Site from another web site without our prior written consent.

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THIRD PARTY LINKS

The Site may contain links to third party web sites ("Third Party Sites"). These links are provided by us solely for your convenience. While we make every effort to include links to only Third Party Sites that are in good taste and safe for our visitors, we do not regularly review materials or content appearing on, or posted at, Third Party Sites. We do not control or maintain Third Party Sites and we are not responsible for: (i) the contents of any Third Party Site, including without limitation any link contained in a Third Party Site; (ii) that any Third Party Site or any material on any Third Party Site is virus free; (iii) any changes or updates to a Third Party Site; (iv) any cookies that may be placed by the Third Party Site; (v) any other form of transmission received from any Third Party Site; and/or (vi) any Third Party Site not operating or working properly.

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You are solely responsible for any dealings with third parties (including advertisers) who support the Site or who are identified in the web pages that are part of the Site or whose services are made available via the Site, including the delivery of and payment for goods and services and compliance with their reservation and booking policies.

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YOUR WARRANTIES

You represent and warrant that: (i) you are at least 18 years of age or have otherwise attained the age of majority; (ii) you are authorized and able to create binding legal obligations for any liability incurred as a result of your use of the Site; (iii) you will abide by all laws, rules, regulations and codes of conduct applicable to your use of the Site; and (iv) you will abide by these Terms in your use of the Site.

DISCLAIMER

YOUR USE OF THE SITE SHALL BE AT YOUR OWN RISK. THE INFORMATION CONTAINED ON THE SITE IS FOR GENERAL INFORMATION PURPOSES ONLY. THE SITE, AND THE CONTENTS, MATERIALS, INFORMATION, SOFTWARE AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE, MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. ALL SUCH INFORMATION, INTELLECTUAL PROPERTY, SOFTWARE, PRODUCTS AND/OR SERVICES ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, AND OUR PROVIDERS, DISCLAIM ALL WARRANTIES, GUARANTEES, AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SAFETY, OR ACCURACY OF ANY OF THE SITE OR ANY CONTENTS, MATERIALS, INFORMATION, SOFTWARE AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE; (ii) ANY WARRANTIES THAT THE FUNCTIONS CONTAINED IN THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (iii) ANY WARRANTIES REGARDING THE USE, OR RESULTS OF THE USE, OF THE SERVICES AND MATERIALS PROVIDED BY THE SITE.

ALTHOUGH WE ENDEAVOUR TO PROVIDE CONSTANT, UNINTERRUPTED ACCESS TO THE SITE, WE CANNOT AND DO NOT GUARANTEE THIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY INTERRUPTION OR DELAY OR FOR ANY LOSS OR DAMAGE YOU MAY SUFFER AS A RESULT OF ANY INTERRUPTION OR DELAY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE YOU MAY SUFFER AS A RESULT OF YOUR RELIANCE ON ANY PART OF THE SITE. YOU ALONE ASSUME ANY AND ALL COSTS ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER USER WHO HAS ACCESSED THE SITE VIA YOUR LOGIN, PASSWORD OR OTHER ACCESS INFORMATION.

YOUR USE OF THE SITE, ANY THIRD PARTY SITE OR THE INFORMATION, INTELLECTUAL PROPERTY, SOFTWARE, PRODUCTS AND/OR SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE SHALL BE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES, WHETHER AS A RESULT OF ANY COMPUTER VIRUS, SIMILAR SOFTWARE CODE OR OTHERWISE.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT: (i) INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OR OUR PROVIDERS, BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THE SITE, OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, AUDIO, OR OTHER INFORMATION FROM THE SITE; (ii) SHALL WE, OR OUR PROVIDERS, BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE USE, OR THE INABILITY TO USE, THE SITE, OR THE SERVICES OR MATERIALS ON THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (iii) SHALL OUR AGGREGATE LIABILITY, OR THAT OF OUR PROVIDERS, EXCEED THE TOTAL SUM OF ONE HUNDRED POUNDS (£100.00).

ANY CLAIM OR CAUSE OF ACTION ARISING FROM, OR RELATING TO, YOUR ACCESS AND USE OF, THE SITE SHALL BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE ON WHICH SUCH CLAIM OR ACTION AROSE OR ACCRUED.

WE ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY MISUSE, LOSS, MODIFICATION, OR UNAVAILABILITY OF THE SITE OR ANY MATERIALS OR CONTENT FROM THE SITE.

THE LIMITATIONS SPECIFIED IN THESE TERMS SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO THE BENEFIT OF TRAVELPORT AND THE PROVIDERS, AND TO ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND AGENTS.

INTERNATIONAL USE

Accessing materials, contents and services available on the Site from territories where such materials, contents and services are illegal is prohibited. If you choose to access the Site from such locations, you do so at your own risk, on your own initiative and shall be solely responsible for complying with applicable laws, rules and regulations.

INDEMNIFICATION

These Terms are for our benefit and that of the Providers, our and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its or their own behalf. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You shall defend and indemnify us, our subsidiaries, affiliates, officers, directors, employees, and agents, or our Providers, and each of their respective officers, directors, employees, and agents, from and against any claim, cause of action, or demand, including without limitation reasonable legal and accounting fees, brought by you, on your behalf in excess of the liability described in these Terms or by any third party against us, our subsidiaries, affiliates, officers, directors, employees, or agents, or our Providers, and each of their respective officers, directors, employees, or agents, due to or arising out of content you submit, post to or transmit through the Site (including, without limitation, computer viruses), your use of or connection to the Site, your use of or connection to any Third Party Site, or your violation of these Terms.

ENTIRE AGREEMENT

These Terms together with the confidentiality notice accepted upon entry to the Site, and any other terms and conditions incorporated by reference in these Terms, constitute the entire agreement with respect to the Site and your use of the Site and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to the Site and your use of the Site.

SEVERABILITY

If for any reason any provision of these Terms is: (i) to be invalid, illegal, or unenforceable by any court or competent authority; or (ii) rendered invalid, illegal, or unenforceable by the introduction of, or change in, any statute, regulation, applicable code or other ordinance or in their interpretation, such provision shall be deemed deleted without prejudice to the remaining provisions of these Terms which shall continue in full force and effect and continue to be binding and enforceable.

WRITTEN DOCUMENTATION

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

HEADINGS

The headings in these Terms are for your convenience and reference. The headings do not limit or affect these Terms.

RIGHTS RESERVED

We reserve the right to report any wrongdoing, if and when we become aware of it, to any applicable government and regulatory agencies.

ANY RIGHTS NOT EXPRESSLY GRANTED OR STATED HEREIN ARE RESERVED BY IMG.

GOVERNING LAW

The Site (excluding any Third Party Sites) is controlled by us from our offices in the United Kingdom. These Terms shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to the Site or these Terms shall be brought and tried only in the courts of the England, and you hereby agree, and submit, to the exclusive personal jurisdiction of such courts for the purposes of litigating any such action.

WAIVER

A waiver of any term, provision or condition of, or consent granted under, these Terms shall be effective only if given in writing and signed by us. Such waiver shall only be effective in the instance, and for the purpose for which, it is given. No failure or delay on our part in exercising any right, power or privilege under these Terms shall operate as a waiver of such right, power or privilege. No single or partial exercise of any right, power or privilege by us shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege by us.

CONTACT

If you have any questions or concerns about the Site or these Terms, please contact us at Motorsports Legal Counsel, International Management Group (UK) Limited, McCormack House, Burlington Lane, Chiswick W4 2TH.