



2019 Americas Rallycross Championship
Round 2-3: ARX of Gateway, Madison, IL (the "Event")
Ticket Terms and Conditions

1. The "Organizer" is International Merchandising Company, LLC, an Ohio limited liability company ("IMC", "we", "us"), with offices at 9601 Wilshire Boulevard, Los Angeles, California 90210.
2. By purchasing an Event ticket and/or attending the Event using a ticket (a "Ticket"), you agree to be bound by the terms and conditions set out herein as well as the website terms of use (<https://www.arxrallycross.com/terms-conditions>).
3. This ticket is a revocable license that only grants entry into the venue of the 2019 Americas Rallycross Championship event to be held at the Circuit of the Americas on 28 September 2019 ("Venue"). *The Organizer reserves the right to refuse admission to any ticket holder and may on occasion conduct security searches to ensure the safety of spectators. The Organizer shall also be entitled to remove anyone from the Venue who brings their own food, drinks and/or alcohol into the Venue, is under the influence of drugs or alcohol, or who, in the reasonable opinion of the Organizer, is conducting themselves in a manner inappropriate to their continued attendance or who is in breach of any other policies put in place by the Organizer (for example relating to mobile phone or camera use), and no refund or other remedy will be provided if the ticket holder is ejected or refused entry due to such conduct or for failure to comply with these ticket terms or any relevant policies (including as relates to security) prior to or following entry.* There shall be no admittance without a valid Ticket.
4. Proof of age may be required for all Ticket types. Please ensure that you have ID with you in case you are asked. Failure to provide such ID may result in you being asked to stop consuming and purchasing alcohol and/or leave the Event. If you look under 21 you may be asked for proof of age when you buy alcohol.
5. Re-entry to the Event is not permitted without a valid re-entry ticket.
6. Food and alcohol cannot be brought into the Event. There are fully licensed bars available for you.
7. You will not be allowed to bring any glass bottles of any kind into the Event and/or Venue. There are no exceptions.
8. No animals are allowed at the Event, other than service animals.
9. Tickets shall not be resold, exchanged, or transferred. To do so, or to alter or deface any ticket, will render it void. Ticket prices are subject to change without notice at any time prior to purchase.
10. It is the ticket holder's responsibility to check their ticket, as mistakes cannot always be rectified, and the Organizer shall not be responsible for any lost, stolen or counterfeit tickets. All tickets are security printed and should only be purchased direct from an official ticket agency appointed by the Organizer. Any attempt to present any other ticket will lead to refusal of admission and possible prosecution. Unauthorised vendors will be prosecuted. By submitting an order for tickets the purchaser acknowledges and accepts that all details provided to the ticket issuer are correct and consent to the ticket issuer providing e-tickets immediately following processing of payment.
11. Tickets shall not be used as prizes in competitions without the prior written consent of the Organizer.
12. All sound and moving or still picture rights in connection with the Event, including, without limitation, television, film, video or internet broadcast rights, vest exclusively with the Organizer and any material filmed or recorded at the Event may only be used for the personal, non-profit making enjoyment of the ticket holder. By entering the venue, Ticket holders consent to being photographed, filmed or recorded as visitors attending the Event, and for their likeness, mannerisms and/or voice to be included in any content from such filming, photographs and/or recording (and edited) without compensation and/or credit, which content may be communicated and/or exploited in any and all media worldwide in all perpetuity.



13. Ticket holders agree to adhere to any policies relating to mobile phone, camera and drone usage put in place by the Organizer.
14. Tickets are non-refundable and are sold subject to the Organizer's right to alter or vary the program due to events or circumstances beyond its control without being obliged to refund monies or exchange tickets. It is the responsibility of the ticket holder to ascertain the date, time and Venue of any rearranged staging of the Event.
15. For the purposes of this paragraph 10 "**Races**" or "**Racing**" shall mean only Americas Rallycross Championship races (and not include any support categories) and "**Scheduled**" shall mean the racing schedule as published by the Organizer in advance of the Event. Where any Races are cancelled (which shall include where Races are postponed to the following day of the Event), refunds will only be given in accordance with the below:
 - a. For single day tickets if, on the day of the Event to which the ticket relates:
 - i. none of the Schedule Races take place, the ticketholder shall be entitled to a full refund of the ticket price paid by the ticketholder (including any booking/transaction fee);
 - ii. some, but less than half, of the Scheduled Races take place, the ticketholder shall be entitled to a 50% refund of the ticket price paid by the ticketholder (including any booking/transaction fee); and
 - iii. more than half of the Scheduled Races take place, no refunds will be available.
 - b. For weekend passes if, in relation to each day of Racing for which the weekend pass applies:
 - i. none of the Schedule Races take place on that day, the ticketholder shall be entitled to a 50% refund of the full weekend ticket price paid by the ticketholder (including any booking/transaction fee);
 - ii. some, but less than half, of the Scheduled Races take place on that day, the ticketholder shall be entitled to a 25% refund of the full weekend ticket price paid by the ticketholder (including any booking/transaction fee); and
 - iii. more than half of the Scheduled Races take place on that day, no refunds will be available.
16. Refunds will not be made on the day of the Event. Ticket refunds shall be available for up to one month following the conclusion of the Event. All claims for ticket refunds must be made no later than thirty (30) days following the conclusion of the Event by contacting Rallycross@IMG.com or 0208 233 5000, after which point no refunds will be offered. Details of how to claim refunds, exchanges or future discounts will be provided by the Organizer on the day and /or on the Event website.
17. Any refunds are for the relevant portion of the ticket price paid by the ticketholder (including booking/transaction fee) as set out above, and no refund will be given in respect of any other expenditure whatsoever (including, but not limited to, travel and accommodation).
18. If the camping aspect of the Event only is cancelled event, those ticketholders who purchased the camping add-on shall be entitled to a refund of the portion of the ticket price paid applicable to the camping only.
19. No refunds will be available other than as set out in paragraphs 10, 11 and 12 above, including where any other aspect of the Event (such as entertainment) is cancelled.
20. The ticket holder, guests and all others entering the Venue acknowledge that motor racing is an inherently dangerous sport, and that accidents can happen, personal property can be lost, stolen or damaged and injuries can be sustained (including, without limitation, as a result of noise levels, surface spray from the track, moving vehicles and flying debris or the Venue and its surrounds being uneven, sloping and slippery). *Particular care should be taken when moving around the Venue, particularly when near any vehicles, in large crowds or on particularly uneven, sloping or slippery areas. Care should also be taken around any temporary structure and cabling. All visitors also acknowledge the risks associated with motor racing and should follow the instructions of the Organizer at all time. In respect of these risks, the ticket holder acknowledges and agrees that attendance at the Event is entirely at their own risk and hereby waives any and all claims or potential claims arising from such risks, damage or injuries. The Organizer, its employees, contractors or agents, and International Management Group (UK) Limited will not be liable for any loss, injury or damage howsoever caused to the bearer of the ticket save for death or personal injury caused by the*



negligence of the Organizer, its employees, contractors or agents or any other liability that cannot be excluded or limited under applicable laws. Further, the Organizer's, its employee's, contractor's or agent's, and International Management Group (UK) Limited's liability for any breach of any term of any ticket purchased shall not exceed the face value of the ticket. In no event shall the Organizer, its employees, contractors or agents, or International Management Group (UK) Limited be liable for any special, consequential, incidental, indirect or exemplary damages of any kind, including, without limitation, any amount paid in excess of face value to a third party for this ticket.

21. *All disputes will be resolved solely by binding arbitration and all ticket purchasers waive the ability to bring claims in a class action format.*
22. The ticket is issued subject to, and these conditions incorporate, the rules and regulations of the Venue (located at <http://www.circuitoftheamericas.com/ticket-policies>) and shall remain the property of the Organizer who shall have the right to recall any ticket at any time. In the event of any inconsistency between the terms of this ticket and the rules and regulations of the Venue, the terms of this ticket shall prevail to the extent of any such inconsistency.
23. On entry, you agree to accept and abide by any posted venue rules (and any other regulations provided on entry to the venue).
24. You consent to the Organizer sending you in advance of the event via email information regarding timings, travel and any other useful pre-event details.
25. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles that require another State's law to apply. Any claim arising under this Agreement shall be prosecuted in a federal or state court of competent jurisdiction located within Los Angeles County, California. To the extent permitted in law, any cause of action a ticket holder may have with respect to their tickets must be commenced within one (1) year after the claim or cause of action arises.
26. If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction in which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from that term and the remaining terms and conditions shall survive and continue to be binding and enforceable.
27. We reserve the right to amend these terms and conditions from time to time, where we consider it reasonable and necessary to do so.

International Merchandising Company, LLC (the "Organizer"), March 2019