

THE CIRCUIT OF SPA-FRANCORCHAMPS

General Terms and Conditions of Use of the “Cashless Service”

PREAMBLE:

S.A. Le Circuit de Spa-Francorchamps (hereinafter: the “**Circuit**”) is giving the companies (hereinafter: the “**Partners**”), to which it makes available the site of the Circuit of Spa-Francorchamps (hereinafter: the “**Site**”) for the organisation of events, the option to offer their Clients (hereinafter: the “**Clients**”) a so-called “Cashless” service, enabling them to make purchases on the Site (hereinafter: the “**Cashless Service**”).

The Cashless Service can only be used on the Site to acquire a limited range of good or services. It can therefore only be used within the framework of a “limited network” within the meaning of articles 6 and 164 of the Law of 11 March 2018 on the statute and supervision of payment institutions and electronic money institutions, access to the activity of payment service providers and the activity of issuing electronic money, as well as access to payment systems.

The Cashless Service is not the only means by which the Client can make purchases on the Site. Bank card payment are also accepted.

The Circuit details are the following:

S.A. Le Circuit de Spa-Francorchamps, whose registered office is located at 55 Route du Circuit, 4970 Stavelot, is registered at the Banque-Carrefour des Entreprises, under the number (BE) 0833.629.678.

For any questions on the Cashless Service, please contact the Circuit at: cashless@spa-francorchamps.be.

These terms and conditions aim to define the respective rights and obligations of the Circuit and the Client in connection with the use of the Cashless Service. They apply to all relations between the Circuit and the Client to the exclusion of all other terms and conditions, in particular those applicable between the Partners and the Client. These terms and conditions can be modified at any time subject to the prior notification of the Client and their acceptance thereof. If the Client refuses to accept the new terms and conditions, they can request the repayment of any remaining balance linked to their card(s) and the closure of their account.

Article 1. Description of the Cashless Service

The Cashless Service offered by the Circuit allows the Client to make purchases on the Site using a card issued by the Circuit (**article 1.1** below) or a mobile app developed by the Circuit (**article 1.2** below).

To make use of all the functionalities of the Cashless Service, the Client has the option to set up a personal account on the Circuit’s website or mobile app. Said account is personal to each Client, and only one can be set up.

The Client is under no obligation to create such an account to benefit from the Cashless Service. The Client can acquire a Cashless Card issued by the Circuit and use it without having linked this card to a personal account.

However, the Client must create such account if he wishes to have access to the history of use of the card, to request invoices or receipts, or a refund of the remaining balance on the card, to deactivate his card in case of loss or theft, and to requests the replacement of a defective card.

The Client has the option to link one or more Cashless cards to their personal account.

The balance on a Cashless card cannot exceed 500 euros. Moreover, whether on one or more Cashless cards, the Client's balance, through their personal account, cannot exceed 500 euros.

1.1. "Cashless Service" via the use of a Cashless card

A. Acquiring a Cashless card

The Client has the option to obtain one (or more) Cashless cards, in particular at the Circuit shop and at the self-service card terminals on the Circuit Site. A list of places from which Cashless cards are available is provided on the Circuit's website in the section <https://www.spa-francorchamps.be/cashless>.

A Cashless card costs a fixed rate of 1 euros, which covers card manufacturing costs and management of the Cashless Service. A Cashless card can be acquired at a terminal using a bank card or cash (notes only). Cashless terminals do not accept coins (and they do not give change). The units credited on the card are given in euros.

Cashless cards issued by the Circuit become active as soon as they are issued and have no expiry date. Any credit balance remaining on a Cashless card or on the personal Cashless account expires, automatically, if the Client does not use their Cashless card or their account for more than a year. The term "using his card or his account" means either the fact that the Client makes a payment via the Cashless Service or the fact that he refills his card or his account. If the Client has set up a personal account, notification will be sent to the email address linked to their personal account prior to the expiry of their credit balance.

As soon as the Client has obtained a card, they must ensure it is working correctly and report any issue to the Circuit, as quickly as possible, via the address: cashless@spa-francorchamps.be.

Similarly, the Client undertakes to inform the Circuit if they become aware of or notice any issue with the Circuit's Cashless Service.

If there is an issue with a Cashless card, the Client can exchange it, at the Circuit shop, at no additional cost, on condition that they have set up a personal account on the Circuit's website or mobile app and the faulty card is linked to this account.

B. Using and topping up a Cashless card: general information

The Client can use their Cashless card in all the snack bars and restaurants on the Circuit Site via dedicated terminals. A list of places where Cashless cards can be used is provided on the Circuit's website in the section <https://www.spa-francorchamps.be/cashless>.

When a purchase is made, the purchase amount is debited directly from the card.

Cashless cards can be topped up by bank payment or in cash at the terminals on the Site or via the web account.

The Client is wholly responsible for taking care of their Cashless card as well as its use by the Client and/or a third party. The Client must take particular care not to expose their Cashless card to flames, water or excessively high temperatures. A broken Cashless card cannot be used and must be replaced by the Client. In this case, the cost of 2 euros will be payable.

The Client is wholly responsible in case of loss or theft of their Cashless card and/or in case of fraudulent use thereof by a third party. As a result, the Circuit is excluded from all liability in case of use of the Cashless cards by an unauthorised person, and will not, under any circumstance, be bound by any repayment obligation. In case of loss or theft, the Client is invited to deactivate their Cashless card via their personal account.

C. Setting up and using a personal account by the Client

To set up a personal account, the Client must download the Circuit's mobile app or visit the Circuit's website.

The Client must then set up a username and password, which will enable them to connect to their personal account. The account number is also requested

Provided that the Client has linked their Cashless card(s) to their personal account, the card(s) is(are) simultaneously synchronised with their personal account to track transactions. If the Client has linked several Cashless cards to the same personal account, the balances of these various cards are combined, so that all debit and credit transactions made via these Cashless cards are shown as a single overall balance, which can be consulted via the Client's personal account. The Client can top up their personal account directly by online payment via the Circuit's mobile app or website, or via dedicated terminals located on the Circuit premises.

In case of discrepancy, the Client's personal account will be deemed to show the valid amount that can be used and has been used by the Clients.

Unless proven otherwise, the data registered on the Circuit's IT system constitutes proof of all transactions made using the Cashless Service.

More specifically, via their personal account, the Client has the option to:

- consult their personal account balance,
- top up their personal account remotely,
- consult their purchase history,
- request the repayment of the balance available on their personal account,
- request a copy of the tickets relating to their consumption,
- request invoices relating to their purchases,
- deactivate a card linked to the account in case of loss or theft of this card.

The Circuit follows up any repayment request by a Client via their personal account within a period of 30 days by payment to the bank account indicated by the Client in their personal

account at the time of processing the repayment. Each payment made by the Circuit gives rise to the payment of a fixed sum of 2 euros payable by the Client by way of a repayment charge, which covers the implementation of the technical and human means necessary to carry out repayment transactions. This repayment charge is automatically deducted from the sums returned to the Client by the Circuit.

Article 1.2. “Cashless Service” via the mobile app

If the Client so wishes, they can use the Cashless Service without using a Cashless card issued by the Circuit but only via the mobile app developed by the Circuit.

This option is only available if the Client has set up a personal account on the Circuit’s app or website. It works, just like the Cashless card payment, through dedicated terminals. The Client must, more specifically, scan a QR Code appearing on their smartphone at a terminal to make a purchase. Their personal account is then debited the amount of the purchase made, which is automatically made unavailable on any card(s) that the Client has linked to their personal account.

Article 2. Liability of the Circuit

The Circuit is uninvolved with the services, provisions and products offered on the Site by the Partner(s) and cannot under any circumstance be held liable:

- for purchases made by the Clients using the Cashless Service, for cancellation, postponement or substantial modification of an event organised on the Site, said decisions being the liability and choice of the Partners,
- for poor or absent communication by a Partner on the operation of the Cashless Service,
- more generally speaking, for the smooth running of an event organised on the Site and the proper performance of the obligations of the Partners.

Similarly, the Circuit is not responsible for the circumstances arising from the characteristics and settings of the operating system of the telephone or computer on which the Client accesses the Cashless Service as well as the functioning of the device itself.

Article 3. Suspension of the Cashless Service in case of legitimate doubt of the Circuit

The Circuit reserves the right to refuse to carry out a transaction in case of legitimate doubt. The transactions in question are, in particular, repayments to the Client and certain top-up transactions. In particular, the Circuit can refuse:

- in case of request for repayment to a bank account, whose holding establishment is located outside the EEA, or in case of request for repayment to a bank account, which is not the one registered by the Client when they set up their personal account,
- in case of suspicion of fraud, scam or money laundering.

In these circumstances, the Circuit can take the decision to suspend a personal account while it waits for the Client to confirm the validity of the planned transactions.

If the Circuit refuses to carry out a transaction or takes the decision to suspend an account, for any reason, it will inform the Client by email within a period of 3 working days from the date on which the decision was taken to refuse the transaction.

Article 4. Limitation of liability of the Circuit in case of technical problems

The Client is fully aware of the risks involved in using telecommunications networks, even if the Circuit takes every security measure to ensure a high level of security and reliability.

The Client is reminded that the transmission of data via communication networks is not fully reliable from a technical standpoint:

- data circulating on the Internet are not protected against possible misuse,
- the availability of software connected to communication networks can be subject to unauthorised third-party intrusions and cybercrime,
- the technical capacities of the networks are such that in certain locations and at certain times of the day, Internet access can be overloaded (poor telephone connection, modem insufficiency, insufficient band width, node saturation, etc.).

In view of the foregoing and with a clear understanding of the Circuit's Cashless Services, the Client waives the right to hold the Circuit liable for any of the aforementioned occurrences or events, in particular, if their personal account is hacked and the balance held therein and/or on the linked Cashless cards disappears.

Moreover, the Client is reminded that the Circuit's Cashless Service can be subject to interruptions, scheduled or otherwise, made necessary for the smooth running thereof, in particular on grounds of maintenance, security or storage management.

In case of scheduled interruption of the Services Cashless, the Circuit undertakes to make every effort to schedule said maintenance operations outside the normal operating hours of the Cashless Service and accessibility thereof to the Clients, in order to minimise the consequences on the accessibility of the Cashless Service.

The Circuit cannot be held liable for any unscheduled interruption to services, in the absence of proven gross negligence or wilful misconduct of the Circuit. In this case, the Circuit undertakes to make every effort to restore the Cashless Service as quickly as possible.

The Circuit cannot be held liable for the malfunction or unavailability of the Application, even if this malfunction may have render the use of the Cashless Service momentarily impossible.

Article 5. Force majeure

The Circuit uses all the current technical devices that can realistically be used to maintain the continuity of its Cashless Service. Moreover, the Circuit cannot be held liable if its server or

the servers on which the data required to operate the Cashless Service is unavailable on grounds of force majeure, such as, in particular, public electricity network failure, strike, storm, war, earthquake, public telecommunications network failure or loss of Internet connectivity attributable to the public and private operators on which the Circuit depends.

The obligations of the Circuit will be suspended during a force majeure event and the suspension of the obligations cannot under any circumstance result in liability for non-performance of the obligation in question or incur the payment of damages or late penalties.

Article 6. Personal data / Privacy policy

The Circuit is responsible for processing the personal data collected in the context of the Cashless Service.

The Circuit of Spa-Francorchamps is committed, in the implementation and operation of its Cashless Service as in any other activity of the Circuit, to protect and respect your privacy.

Here is how:

USE OF OUR CASHLESS SERVICES

A) The creation of a Cashless Account

Purpose: In order to use all the features offered by our Cashless Service, it is necessary that you create an account on our Website or on our Mobile Application.

- If you have one or more cashless cards, you can link these cards to your account.
- If you have an account on the mobile application, this application will systematically provide you with a QR code allowing you to pay via the application.

The data you provide when creating your cashless account is processed in order to give you access to our Cashless Service. This is essential to allow you to make your purchases on the Circuit's premises without having to use your bank card or cash.

Legal basis - The personal data processed is essential for the execution of the contract under which the Circuit provides the Cashless Service and all of the features offered when the Client creates a personal cashless account.

The purchase of products on the Circuit's premises is not conditional upon the use of the Cashless Service or the creation of a personal account since payments can also be made by credit card or in cash or even via a Cashless card issued by the Circuit but not linked to a personal account. Thus, the Cashless service is a facility offered to the Circuit's Clients. You are free to decide to create such an account which implies the processing of your data by the Circuit.

Categories of data - This may include your first and last name, email address, username, password and your cashless card number if you decide to link one or more cards to your account. All these data are essential. Without it, we cannot create an account for you or allow you to benefit from the features offered by this account.

This data may be collected when you create your account on the Circuit's website or mobile application.

This data may also be collected when you contact us by e-mail, phone or mail regarding the Cashless service.

Recipients of the data - Your data may be processed by the processor hosting our website, the host and the provider of our IT services, and by the payment service providers, for the purposes strictly necessary to comply with the instructions that we transmit to them.

Duration - We are obliged to keep the invoicing data until the expiry of our tax and accounting obligations, i.e. for 7 full fiscal years from the 1st of January of the year following the date of purchase of our products or delivery of our services.

Data may also be retained for 10 years for contractual liability purposes.

B) The use of your Cashless account

Categories of data - When your account is created (and eventually linked to a Cashless card), you will find your transaction history, your balance and your receipts on this account.

Purposes: We process this data in order to make them available on your Cashless account. This is necessary to give you central access to all this information. You can also request invoices for purchases made via the Cashless Service through your account or deactivate your card in case of loss or theft.

We also process your data in order to respond to the various requests sent to cashless@spa-francorchamps.be regarding any malfunction of the Cashless Service that you may encounter.

Legal basis - The personal data processed for this purpose is necessary for the execution of the contract.

In addition, the same data may be processed for the purpose of monitoring the uses made of those accounts and preventing fraud. This purpose is based on the legitimate interest of the Circuit to prevent fraud.

Recipients of the data - These data could possibly be transmitted to legal authorities in the event of fraud or other offences.

Your data may also be processed by the processor hosting our website, the host and the provider of our IT services, and by the payment service providers, for the purposes strictly necessary to comply with the instructions that we transmit to them. **Duration** - We are obliged to keep the invoicing data until the expiry of our tax and accounting obligations, i.e. for 7 full fiscal years from the 1st of January of the year following the date of purchase of our products or delivery of our services.

Data may also be retained for 10 years for contractual liability purposes.

STATISTICS

The consumption data of Clients using the Cashless Service may be used by the Circuit for statistical purposes. In this case, the data is aggregated and anonymized and therefore no longer constitutes personal data.

WIFI

Purpose - Your personal data are processed to allow you to benefit from the wifi that we provide free of charge on the Circuit's premises. This wifi allows, for example, the use of the Mobile application and the display of the Cashless QR Codes on the mobile application.

Legal basis - Our legitimate interest to protect our IT network and collaborating with legal authorities allows us to process your data to secure the wifi connection and to keep your login data.

Categories of data - These are your name, first name, e-mail address, password and login data.

Recipient of the data - Your connection data may be passed on to legal authorities if necessary.

Duration - We store your data for a maximum of 6 months after your last connection to the wifi.

Location - If you use the cashless application and the QR codes, this implies that you are located on the Circuit. The same applies if you use one of the terminal located on the Circuit. However, the Circuit does not process this data for any purpose.

PROOF OF DELETION OF YOUR DATA

Purposes - When you exercise your right to erasure or request the deletion of your personal account on the website or app, the Circuit retains the data necessary to prove that the erasure has occurred. This data retention is for evidentiary purposes only and contains only the data strictly necessary to establish the proof of the deletion.

Legal basis - The retention of the data proving the deletion is based on the legal obligation imposed by Article 5.2 of the GDPR, namely the duty of accountability. This provision is the basis for a legal obligation within the meaning of Article 17 of the RGPD which can justify an exception to the total deletion of data. The retention of this data is also justified by the legitimate interest of the Circuit to provide evidence of compliance with its legal obligations under the GDPR.

Data categories - These are your name, surname, deletion request, date of the actual deletion and the deletion logs of the data in the database.

Recipient of the data - The data in the deletion log is not passed on to any recipient other than the data protection authority.

Duration - We store your data for as long as the Circuit can be held liable for non-compliance with its obligations upon deletion requests, i.e. for a maximum of 10 years.

LOCATION OF YOUR DATA

Within the European Union - Your data is in principle only stored on servers located within the EU.

WHAT ARE YOUR RIGHTS?

Information - This right is exercised through this document. If the data processed includes the data of your staff, you are responsible for making them aware of this document.

Access and rectification - You have the right to access your data and to have them rectified if necessary.

You have the right to consult your data at any time and free of charge, by sending an email to secretariat@spa-francorchamps.be or a dated and signed letter to the address of the head office of "Circuit de Spa-Francorchamps". You also have the right to demand that incorrect data be corrected and that inappropriate or unnecessary data be deleted by sending an email to secretariat@spa-francorchamps.be or by sending us a dated and signed letter to the address of the "Circuit de Spa-Francorchamps" headquarters.

Opposition - You may object to the processing of your data by the Circuit on the basis of our legitimate interest. You will be able to exercise your right to object through the unsubscribe links available in the e-mails sent to you.

Withdrawing your consent - Where data is processed on the basis of your consent, you may withdraw this consent at any time, without calling into question the past processing.

Erasure - You may obtain the erasure of your data or the restriction of processing under the conditions set out in Articles 17 and 18 of the General Data Protection Regulation.

Portability - The data you have provided to us may be communicated or transmitted in electronic format.

WHO TO CONTACT ?

The person responsible for processing your data (the S.A. Le Circuit de Spa-Francorchamps (hereinafter: "The Circuit") whose registered office is located at 55 Route du Circuit, 4970 Stavelot and registered with the Crossroads Bank for Enterprises under number (BE) 0833.629. 678) and its data protection officer (Tel. +32 4 229 20 10; dpo@spa-francorchamps.be, Boulevard d'Avroy 280, 4000 Liège, Belgium) are at your disposal for any question and, upon proof of identity, for any request relating to the rights set forth above.

If you would like more information, or if you wish to lodge a complaint, you can contact the Data Protection Authority (Rue de la Presse, 35 - 1000 Brussels, Tel. + 32 2 274 48 00 - <https://www.autoriteprotectiondonnees.be/citoyen/agir/introduire-une-plainte>).

Article 7. Intellectual property

The Cashless application is the entire and exclusive property of the Circuit. Its content, in particular the texts, graphics, videos and images present on the application are the intellectual property of the Circuit. Any reproduction without prior authorization of the Circuit constitutes an infringement that may lead to civil and/or criminal proceedings.

The Application and the Cashless Service may evolve without prior notice to the users.

Article 8. Evolution of the present general conditions

The Circuit reserves the right to modify these Terms and Conditions at any time. However, the applicable terms and conditions will be those in force at the time the Client had the opportunity to read them and accepted them.

Article 9. Severability

Each provision of these General Terms and Conditions is distinct and separate, so that if one of the provisions hereof should be declared null and void and unenforceable, this will have no effect on the validity of the other provisions hereof, or, moreover, their enforceability.

Article 10. Applicable law – Disputes

These General Terms and Conditions and the resulting operations are governed by and subject to Belgian law.

All disputes, to which the operations concluded pursuant to these General Terms and Conditions can give rise, will be subject to the Liège Commercial Court, Liège division.