



# 2017 UEFA Club Finals

## HOSPITALITY TERMS AND CONDITIONS

### 2017 UEFA Club Finals

#### HOSPITALITY TERMS AND CONDITIONS

#### A. INTRODUCTION

##### 1. Scope

The following terms and conditions ("Terms and Conditions") govern the procedure for the purchase and use of the Packages for the 2017 UEFA Club Finals.

These Terms and Conditions are applicable to any Client and to any Ticket Holder.

The Terms and Conditions must be accepted by the Applicant (via the means described in Article 4) prior to purchasing the Packages. Ticket Holders must read, accept and adhere to the Terms and Conditions and the Stadium Regulations at all times. In case there is a conflict between the Terms and Conditions and the Stadium Regulations, the respective provisions of the Terms and Conditions shall prevail.

##### 2. Definitions

2017 UEFA Club Finals	means: <ul style="list-style-type: none"><li>(a) the final UEFA Champions League match scheduled to be played at the conclusion of the 2016/17 season, which match is currently scheduled to be played in Cardiff, Wales on 03 June 2017;</li><li>(b) the UEFA Europa League match scheduled to be played at the conclusion of the 2016/17 season, which match is currently scheduled to be played in Stockholm, Sweden on 24 May 2017; or</li><li>(c) the UEFA Super Cup match scheduled to be played between the winners of the matches referred to in (a) and (b) above at the beginning of the 2017/18 season, which match is currently scheduled to be played in Skopje, Macedonia on 08 August 2017.</li></ul>
Agreement	the agreement entered into in accordance with Article 4 pursuant to which the Client agrees to purchase the Package(s) subject to the Terms and Conditions.
Applicant	any individual applying for Packages whether in their own name or on behalf of the Client.
Client	an individual or other legal entity that enters into an Agreement for the purchase of Package(s) subject to the Terms and Conditions. In case of a business entity, "Client" shall be deemed to include such entity's duly authorised representative(s) as identified by the Applicant in the Order.



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Excluded Person	means: <ul style="list-style-type: none"><li>(a) any individual from time to time subject to an administrative or judicial football ban under applicable law;</li><li>(b) any individual from time to time known or reasonably believed by UEFA to have been banned by a UEFA member association, UEFA, FIFA, any football governing body or otherwise, from travelling to or attending a football match, any person from time to time banned from attending events at the Stadium;</li><li>(c) any individual from time to time banned from membership of the fan club or official supporters club of any national football team (or banned from any equivalent official supporters club by a football governing body in any jurisdiction in the world); and</li><li>(d) any individual or legal entity known or reasonably believed by UEFA or a UEFA member association to have been engaged in (or to have facilitated in (directly or indirectly) the unauthorised advertisement, offer, sale or transfer of packages or tickets to any other football match or any other sporting event whether the match or event was held at the Stadium or otherwise.</li></ul>
Final Sales Period	the period commencing from one (1) month prior to the relevant Match.
Guest	a relative, close friend, employee, colleague, business client and/or any other person accompanying the Client to the Match to whom a Match Ticket and Pass may be transferred by the Client in accordance with the Terms and Conditions.
Hospitality Facility	the entire premises of any venue where official hospitality events will take place at or in the vicinity of the Stadium, which require a Match Ticket (if at the Stadium) and/or a Pass to gain access. For the avoidance of doubt, Hospitality Facilities will differ depending on the category of the Package(s) purchased by the Client.
Host Association	the UEFA member association appointed by UEFA which is responsible for the organisation and staging of the Match.
LOC	the entity appointed by UEFA for the implementation of the organisation of the Match.
Match	the relevant 2017 UEFA Club Final match for which the Package(s) were purchased.



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Match Ticket(s)	any ticket(s) provided to the Client which (subject to the Terms and Conditions) grants the Ticket Holder the right to attend the Match and occupy a seat or space at the Stadium as identified on the such ticket.
Official Sales Agent	the sales agent(s) appointed by UEFA (if any) in respect of the marketing and promotion of the sale of Packages in the relevant Applicant's territory.
Order	the order submitted to UEFA, in the format required by UEFA, by an Applicant wishing to purchase Packages for a Match, which order shall indicate, in particular, the quantity and type of the Package(s) requested by the Client and the applicable prices as well as the Client's details as more fully described in Article 4 of the Terms and Conditions. For the avoidance of doubt, the Order shall not be binding upon UEFA unless and until the Order is confirmed by UEFA in accordance with Article 4.7.
Package	the hospitality packages made available by UEFA for the Matches, which packages shall include a Match Ticket and Pass. Details of the Packages shall be set out on the UEFA Website and/or as further modified from time to time by UEFA.
Pass	a pass or other device permitting the Ticket Holder to access the relevant Hospitality Facility according to the category of the Package purchased.
Refund Policy	the policy governing refunds to the Clients who purchased the Package(s) in case of postponement, abandonment or cancellation of the relevant Match(es). The Refund Policy is available for review at the UEFA Website.
Sale	any sale of Package(s) resulting in the conclusion of the Agreement with the Client in accordance with and subject to the Terms and Conditions.
Stadium	the entire premises of the relevant stadium at which a Match is played and any other areas which require a Match Ticket and/or Pass to gain access and which are under the control of UEFA.
Stadium Regulations	the stadium rules for the relevant Match which are in force from time to time, the latest version of which can be accessed at the UEFA Website.
Terms and Conditions	the whole terms and conditions which govern the procedure for the purchase and use of the Packages.
Ticket Holder	any individual who is in actual and lawful possession of a Match Ticket and a Pass, obtained in accordance with the Terms and Conditions (including, as the case may be, the Client and the Guest(s)).



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UEFA	Union des Associations Européennes de Football, Route de Genève 46, 1260 Nyon 2, Switzerland and any wholly owned subsidiary thereof, including but not limited to, UEFA Events SA.
UEFA Champions League	means the UEFA Champions League™, as further described in the relevant UEFA competition regulations.
UEFA Europa League	means the UEFA Europa League™, as further described in the relevant UEFA competition regulations.
UEFA Super Cup	means the UEFA Super Cup™, contested annually by the winners of the previous season's UEFA Champions League and UEFA Europa League, as further described in the relevant UEFA competition regulations.
UEFA Hospitality Client Web Portal	the dedicated UEFA portal accessible only via an individual log-in provided to the Applicant by UEFA.
UEFA Hospitality Webshop	the official publicly accessible webshop (if any) made available by UEFA for the purposes of ordering and purchasing Packages directly from UEFA.
UEFA Website	the official publicly accessible UEFA website currently located at <a href="http://www.uefa.com">www.uefa.com</a> (including the pages of such website dedicated to the 2017 UEFA Club Finals corporate hospitality programme).

## B. SALES OF PACKAGES

### 3. Package Options and Benefits

- 3.1. The various Package options offered, subject to their availability, for the Matches are set out on the UEFA Website.
- 3.2. UEFA may change, at its sole discretion, the scope, content and/or format of the Packages or offer additional Packages at any time and for any reason (including, without limitation, for reasons of public safety or security). Where any such change relates to a Package already purchased by a Client, UEFA shall notify the relevant affected Clients as soon as reasonably practicable using the contact details provided by the relevant Applicants in their Order.
- 3.3. All prices for Packages on the UEFA Website shall be quoted in Euros (EUR) or in a local currency. Details of any VAT shall be stated on the UEFA Website and/or otherwise notified to the Client (for example, in the relevant invoice(s)). Where applicable, such VAT shall be payable by the Client.



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- 3.4. The following purchase requirements must be adhered to by the Clients while purchasing the Packages: in respect of skybox Packages, Clients may only purchase the full capacity of the relevant skybox. The skybox capacities may vary from one skybox to another.

UEFA reserves the right to add to, amend and/or waive above-mentioned purchase requirements at its sole discretion at any time. In addition, UEFA shall notify Clients of any additional purchase requirements that may apply to certain specific Packages.

In respect of skybox Packages, UEFA also reserves the right to change the location of any skybox(es) allocated to a Client at the relevant Stadium. UEFA shall use its best efforts to notify Clients of any such change of location in advance.

- 3.5. In connection with the Order, UEFA shall not be held liable for any:
- a. incorrect or incomplete information provided by the Applicant in the Order; and/or
  - b. technical malfunction of the Internet or failure of computer hardware or software or other malfunction of any means of communication used for submission of the Order (unless caused by UEFA's gross negligence or wilful misconduct) which results in UEFA not receiving the Order or receiving an incomplete Order.

#### 4. Application, Order and Sale Process

- 4.1. There are four application options available to Applicants wishing to place Orders for Packages.
- (1) UEFA Hospitality Webshop – The order and purchase processes will be automated there. The UEFA Hospitality Webshop will also set out (in real-time) details of both Package availability and pricing. Additional terms and conditions will apply to all use of the UEFA Hospitality Webshop.
  - (2) Order Form – Applicants will be able to request whether the desired Packages are available by completing, signing and returning the relevant UEFA proforma form to UEFA.
  - (3) "Quotes" – Applicants can request that a customised indicative Quote be issued detailing the expected price of the proposed purchase of Packages. The Quote is for informational purposes only and does not guarantee the availability of the relevant Packages. Applicants will be able to request whether the Packages detailed in the Quote are available by completing, signing and returning the relevant UEFA Quote document to UEFA.
  - (4) "Offer Notification" – Applicants can request that a customised Offer Notification be issued detailing the proposed purchase of Packages and the relevant price. Unlike the Quote, however, the relevant Packages shall remain available for purchase, subject to the following provisions of this Article 4, at the price stated in the Offer Notification provided that the Applicant completes, signs and returns the Offer Notification document to UEFA within ten (10) days of the date of the Offer Notification (save in respect of the Final Sales Period, in



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which case within twenty four (24) hours). For the avoidance of doubt, Applicants shall not, however, be permitted to request multiple Offer Notifications in respect of the same (or substantially similar) proposed purchase of Packages so as to effectively extend such ten (10) day (or twenty four (24) hour) period.

Applicants that have been assisted by Official Sales Agents shall submit their completed and signed documents to the relevant Official Sales Agent.

In all other cases, Applicants shall submit their completed and signed documents to UEFA by email via [hospitality@uefa.ch](mailto:hospitality@uefa.ch) or through other means as communicated by UEFA.

Signature of these documents and their submission to UEFA or the relevant Official Sales Agent shall be deemed to constitute the Applicant's acceptance of the Terms and Conditions.

UEFA may also issue Applicants with a link to the UEFA Hospitality Web Portal which will enable them to submit completed documents issued to them without the need for a signature. By following the link, the Applicant will be required to review and accept the Terms and Conditions.

During any pre-sales period and the Final Sales Period, certain streamlined application, ordering and invoicing processes shall apply, the details of which shall be notified to the relevant Applicants.

For the avoidance of doubt, separate sales procedures shall apply in respect of each Match. Accordingly, any purchases of Packages for different Matches shall be processed in separate orders (i.e. one for each Match).

All Orders shall be subject to the provisions of Articles 4.1 to 4.7.

- 4.2. All Orders must include the following minimum information (and the Applicant at the time of submission of the Order warrants that such information is complete and accurate):
- a. identification of the Client, including: (i) full name and surname; (ii) address of residence; (iii) contact telephone number; and (iv) contact email address. For the avoidance of doubt, in case when the Client is a business entity such details shall include: (i) full company name; (ii) registered office address, (iii) authorised representative(s) full name and surname, employment position, contact telephone number and contact email address; (iv) (upon request from UEFA or the relevant Official Sales Agent) excerpt from the national register of companies or other document, which shows the rules of representation and persons entitled to represent such entity; and (v) any such other information as UEFA (or the relevant Official Sales Agent) may reasonably require;



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- b. if the Applicant is not the individual or business entity intending to enter into the Agreement:
    - i. personal details of the Applicant and the Client including: (i) full name and surname; (ii) address of residence; (iii) contact telephone number; and (iv) contact email address; and
    - ii. (if so requested by UEFA) a power of attorney confirming its authority to submit the Order on behalf of the Client and enter into Agreement on behalf of the Client (if applicable).
  - c. quantity and category of Packages which the Client wishes to purchase;
  - d. confirmation of understanding and acceptance of the Terms and Conditions by the Client;
  - e. Client's billing address to which invoices should be issued.
- 4.3. All Packages will be subject to availability.
- 4.4. After receipt of the Order, UEFA will review the Order, verify if the relevant Packages requested in the Order are available, ensure that all the information required from the Client is duly filled-in.
- 4.5. Should there be no Packages available or if there are different Packages or quantities of Packages available or the Package has changed (as compared to the Order) then UEFA will contact the Applicant and a new Order will need to be issued should the Applicant wish to purchase different Packages or quantities of Packages.
- 4.6. UEFA reserves the right to reject any Order at its sole discretion (including, without limitation, for reasons of public safety or security). Without prejudice to the preceding sentence, UEFA shall be entitled to reject any Order if:
- a. UEFA, in its absolute discretion, considers that the Client or any Guest has been, or may be, associated with, or engage in, any unauthorised sales of match tickets or corporate hospitality packages or any other so-called "ambush marketing" activities in relation to any UEFA competitions; or
  - b. the Client has committed payment defaults in respect of purchases of corporate hospitality packages from UEFA in respect of other UEFA competitions or UEFA, in its absolute discretion, considers that the Client may commit payment defaults in respect of purchases of Packages.
- 4.7. If the Order is accepted by UEFA, UEFA will issue a confirmation email (or will otherwise provide a formal written confirmation) to the Client and at this stage the Sale will occur and a legally binding Agreement shall come into existence. UEFA will also ensure that an appropriate invoice is issued to the Client pursuant to Article 5.1.



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#### 5. Payment and Distribution Process

- 5.1. Following the issuing of the Sale confirmation pursuant to Article 4.7, a relevant invoice(s) will be sent to the Client by UEFA.
- 5.2. In respect of all Sales, the full amount is payable in one (1) single instalment within ten (10) days from date of invoice. The payment deadline is reduced to forty eight (48) hours during the Final Sales Period - depending on the proximity of the Match, this period may be further reduced such that payment is required to be made in full immediately. In all cases, payment must be made in full prior to the match.
- 5.3. All payments to be made hereunder shall be paid in accordance with the relevant invoice including any applicable VAT as may be payable in connection with such payments. For the avoidance of doubt, the Client shall be responsible for complying with any applicable VAT regulations as required in accordance with the place of its address of residence or (in case of the Client being a business entity) its registered office address and more generally any relevant applicable law.
- 5.4. The Client must pay all the amounts due for the purchase of the Package(s) requested in the Agreement and indicated in the invoice. No Packages will be delivered to any Client where complete payment has not been received. UEFA reserves the right to charge interest on any late payments in accordance with applicable law.
- 5.5. Payments may be made by certain credit cards or by bank transfer, subject to the provisions of Article 5.6 below. Any and all bank charges incurred as a result of any monetary transfer will be the sole responsibility of the Client. UEFA will notify Applicants in the event that any alternative payment options are made available.
- 5.6. It is the responsibility of each Client to make the payment for the Packages in compliance with applicable laws and regulations and to ensure that such payment is received in full on the bank account identified in the invoice.
- 5.7. The Client cannot rescind or cancel the Agreement once it has become binding pursuant to Article 4.7. The Client cannot elect to return or exchange Packages which have been sold without the prior written approval of UEFA. For the avoidance of doubt, any and all Ticket Holders shall be responsible for making their own travel and accommodation arrangements relating to the Packages and failure to do so for any reason whatsoever shall not entitle the Ticket Holders to the cancellation of the Agreement, return of the Packages sold or any exchange or refund in relation thereto. The payment obligations referred to in this Article 5 are of the essence and failure to perform such obligations within the deadlines specified above in this Article 5 shall entitle UEFA to cancel as of right the allocated Packages, reallocate them to another person and/or entity and retain all monies paid by the Client.





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- 5.8. Subject to Article 5.9 below:
- a. in the event of any breach of the Agreement by the Client (including Article 5.7); and/or
  - b. UEFA becomes aware that any of the circumstances or events referred to in Article 4.6 apply,
- UEFA shall be entitled to cancel as of right the allocated Packages and reallocate them to another person and/or entity and shall not be obliged to provide the Client with any refund and shall be entitled to retain all monies paid by such Client.
- 5.9. All Clients shall provide the surname, first name, date of birth, country and city of birth as well as the email address of themselves and their Guests to UEFA (and shall warrant that such information is complete and accurate) by no later than midnight of the day prior to the Match. In the event that the Client refuses to provide such details, UEFA reserves the right to reject the allocation of the relevant Packages meaning that the entrance to the Stadium and/or the relevant Hospitality Facilities to such Client will be refused and the Match Ticket will not be activated. The relevant Package(s) will be cancelled as of right by UEFA, with no right to refund for the Client, and may be made available for re-sale to other persons and/or entities.
- 5.10. UEFA will provide details of the relevant delivery arrangements for the Packages purchased by and allocated to the Client in due course.

Where the Packages are made available for collection by the Client at a specific location, UEFA will request Clients to provide the contact details of the relevant person who will collect the Packages on-site.

UEFA reserves the right to only distribute the Packages to the Client directly, subject to verification of their national ID or passport or to the Client's duly authorised representative holding valid proof of authorisation (such as a power of attorney).

Each Applicant shall ensure that the personal data and relevant contact details required in the Order for delivery of the Package(s) is kept up-to-date at all times. UEFA shall not be held liable for the lack of or late notification of any relevant information required for delivery of the Packages.

## C. USE OF PACKAGES

### 6. Use of Match Tickets and Passes

- 6.1. It is permitted to transfer the Match Tickets and Passes by Clients to Guests only provided that:
- a. the Match Tickets are used by the Client and Guests for personal or corporate use only; and
  - b. such permitted transfer shall be free of any consideration whatsoever.



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- 6.2. The Client shall be fully solely responsible for distributing the Match Tickets and Passes to the Guest(s) and ensuring that the Guest(s) is/are aware of, and agree to comply with the Terms and Conditions. In particular, the Client shall provide their Guest(s) with a copy of the Terms and Conditions. The Client guarantees that Guest(s) will comply with these Terms and Conditions.
- 6.3. Except as expressly permitted herein, the resale or transfer of the Match Tickets, Passes or any part of the Package is strictly prohibited without UEFA's prior written approval. Any Match Ticket or Pass supplied or obtained in breach of the Terms and Conditions shall be void and all rights conferred therewith shall be cancelled as of right. Any person seeking to use a Match Ticket or Pass obtained in breach of the Terms and Conditions in order to gain or provide access to or remain at the Stadium will be a trespasser and will be liable to be refused entry or evicted from the Stadium, and be liable to legal action. Each Ticket Holder, when taking possession of the Package (and/or the Match Ticket or Pass) acknowledges that the unauthorised sale or disposal of Match Tickets may be reported to competent authorities should UEFA become aware that Match Tickets or Passes are being offered or sold illegally.
- 6.4. Packages, Match Tickets and/or Passes may not be:
- a. used for any promotion, advertising, fundraising, auction or similar purposes;
  - b. used as prizes (or part of a prize) in any contest, competition, (promotional) game of chance lottery or sweepstake;
  - c. combined with and sold as part of any package of goods or services; or
  - d. combined with and sold as part of any travel or hospitality package (for example, combining flights, hotels, Match Tickets, Passes, etc.).

For the avoidance of doubt, no commercial branding whatsoever may be displayed by the Ticket Holders at the Stadium or in the Hospitality Facilities. UEFA reserves the right to split up a group of Ticket Holders within any Hospitality Facility or the Stadium if it believes, in its sole discretion, that a risk of ambush marketing may occur.

- 6.5. Ticket Holders shall not:
- a. run any advertisements or promotions relating to UEFA, the 2017 UEFA Club Finals, UEFA Champions League, UEFA Europa League or UEFA Super Cup;
  - b. advertise, promote, give away, distribute, sell or offer for sale any product or service from any part of the Stadium or the Hospitality Facility or via the display of overt commercial messages on clothing worn or items brought into the Stadium or any Hospitality Facility; or
  - c. exploit any marketing or promotional opportunities in relation to the use of the Match Tickets or Passes including, without limitation, any display of any Client's or Guest's corporate or business logo, trade mark or trade name.



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6.6. All Match Tickets and/or Passes remain the property of UEFA at all times and are valid for the use by the Client and their Guest(s) only if such Client and Guest(s) comply fully with the Terms and Conditions.

#### 7. Entrance

7.1. Access to the Stadium will be permitted during such hours as are notified to the Client or as published on the UEFA Website.

7.2. Entrance to the Stadium and the relevant Hospitality Facility shall be:

- a. subject to compliance with:
  - i. the Terms and Conditions;
  - ii. the Stadium Regulations;
  - iii. all present and future laws and regulations (whether statutory or otherwise and including all health and safety requirements) governing the Stadium and/or attendance at the Match and/or the use of the Match Tickets, general safety rules applying to the Stadium, the bye-laws, rules, regulations, orders, directions, codes of practice of the Police, fire brigade, the hosting federation and any other authority or organisation that has jurisdiction or authority in relation to the holding of the relevant Match at the Stadium from time to time;
  - iv. UEFA's instructions, guidelines and policies (including the no smoking policies applicable to the Hospitality Facilities); and
- b. authorised only upon presentation of a valid Match Ticket and Pass respectively per person (regardless of age) and, upon request, proof of identity with valid photograph and signature (e.g. Passport, identity card). Ticket Holders leaving the Stadium will not be re-admitted.

7.3. A Pass itself (without a Match Ticket) will not give access to the Stadium. Each Ticket Holder must, upon request, show their Match Ticket together with their Pass. For hospitality facilities located inside the Stadium, Clients and/or Guests must first access the Stadium with a valid Match ticket prior to being able to access the relevant hospitality facilities using their Pass.

#### 8. Conduct at the Stadium

8.1. For safety and security purposes, all Ticket Holders attending a Match, if and when so requested by stewards, safety personnel and/or any other legally authorised persons, shall:

- a. produce a valid Match Ticket and Pass together with proof of identity with valid photograph and signature (e.g. Passport, identity card);



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- b. submit to inspections, body checks and examinations (including through the use of technical aids) to ensure that they are not in possession of weapons or other prohibited or unauthorised items. Safety officials, stewards or police shall be entitled to search any person's clothing and other items in their possession; and
  - c. comply with all instructions and guidelines issued by such personnel.
- 8.2. The Stadium Regulations contain detailed lists of prohibited items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein. An abbreviated version of the Terms and Conditions and/or Stadium Regulations, or simple icons illustrating prohibited items or conduct may also be included on the Match Ticket and must be fully complied with by the Ticket Holder.
- 8.3. It is strictly forbidden to do any of the following inside the Stadium, without limitation:
- a. access areas (e.g. function rooms, VIP and media areas, etc.) which are closed to the public or for which access is unauthorised in accordance with the relevant Match Ticket and/or Pass;
  - b. restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits; and/or
  - c. any other conduct which is not authorised.
- 8.4. The Client acknowledges that fans supporting the participating teams may not be segregated within the Hospitality Facilities and the seating areas at the Stadium, and that the Client and each Guest will, accordingly, be required to behave responsibly.

## 9. Damages

- 9.1. The Client acknowledges that any damage to the Stadium (including to seats and/or existing or temporary Hospitality Facility) that is caused by the Client and/or their Guest(s) shall be the Client's sole responsibility and shall be rectified at the Client's cost.

## 10. Sound and Image Recordings

- 10.1. Ticket Holders when attending the Match at the Stadium consent to being photographed, filmed or taped by UEFA and/or any third parties appointed by UEFA, and UEFA (including any third party authorised by UEFA) shall have the right to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration, each Ticket Holder's voice, image and likeness for any purpose and by any means (whether or not now known) on a worldwide basis.
- 10.2. Ticket Holders shall not take, record and/or transmit any sound, image and/or description of the Stadium or the Match (as well as any result, data and/or statistics of a Match) other than for private



and domestic use and not for any commercial purposes whatsoever. It is strictly forbidden to disseminate over any media (including the Internet, radio and television) any sound, picture, image, data, description, or result and/or statistics of a Match in whole or in part, or to assist any other person(s) conducting such activities.

## D. MISCELLANEOUS

### 11. Non-Compliance with the Terms and Conditions

- 11.1. Any Ticket Holder whose Match Tickets and/or Passes have not been obtained in accordance with the Terms and Conditions or whose actions are in breach of the Terms and Conditions or the Stadium Regulations, will be refused entry to the Stadium and the relevant Hospitality Facilities or expelled from the Stadium and the relevant Hospitality Facilities with no right to any refund. In such cases, all the Ticket Holder's Match Tickets and Passes will be void and all rights conferred therewith shall be cancelled as of right. Any such person will be a trespasser and will be liable to be refused entry or evicted from the Stadium and be liable to legal action. Any Ticket Holder shall be required, upon request, to give an explanation as to how, from whom and from where he/she obtained their Match Ticket(s) and/or Pass(es).
- 11.2. The Client shall indemnify UEFA (including its affiliates), the Host Association, the LOC and their respective officers, employees, agents and contractors (the "Indemnified Parties") against any liability, losses, claims, demands, costs and expenses, including, without limitation, legal and other professional fees:
- a. arising out of any personal injury or property damage caused by any act or omission of such Client and/or their Guest(s);
  - b. incurred by the Indemnified Parties in the enforcement of the Terms and Conditions whether or not litigation is actually commenced or pending; and
  - c. incurred by the Indemnified Parties in order to repair any damage (other than ordinary wear and tear) to any part of the Stadium or the Hospitality Facilities caused by any act or omission of the Client and/or their Guest(s).

### 12. Disclaimer of Liability

- 12.1. Neither UEFA nor the LOC shall be liable for, and the Ticket Holder will not assert any claim of any nature against UEFA or the LOC for, any act or omission of or any breach or default by any person other than UEFA or the LOC, subject to the remainder of this Article 12.
- 12.2. To the extent permitted by applicable law, UEFA and the LOC (including their respective affiliates, officers, employees, agents and contractors) will not be liable or responsible for any loss, damage, or injury to the Ticket Holder, or any property of the Ticket Holder (including any lost or stolen Match Tickets and/or Passes) resulting from any cause whatsoever.



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- 12.3. Subject to Article 12.2, UEFA's and the LOC's aggregate liability to the Ticket Holder in connection with the Terms and Conditions, whether in contract or tort (including negligence) or in any other way, will not exceed the aggregate sum actually received by UEFA and/or the LOC from the Client at the relevant date for the relevant Package to which that Match Ticket relates.
- 12.4. Notwithstanding Articles 12.2 and 12.3, nothing in the Terms and Conditions shall exclude or limit the liability of any person for death or personal injury caused by its (including its officers', employees' or agents') negligence or for any fraud or wilful misconduct.
- 12.5. Subject to Article 12.4, neither UEFA nor the LOC will be liable to the Ticket Holders whether in contract, tort or otherwise for any indirect, incidental, special or consequential loss or damage or for any loss of profit or revenue, loss of use, loss of business or contracts or loss of opportunity.
- 12.6. Nothing stated or implied in the Terms and Conditions will affect the Client's or the Ticket Holder's statutory rights under any applicable law.

### 13. Default

- 13.1. If, in the reasonable opinion of UEFA, the Ticket Holder:
  - a. causes any disturbance or nuisance in the Stadium or any Hospitality Facility;
  - b. otherwise prejudices the safety or welfare of any person present in the Stadium and/or Hospitality Facility;
  - c. contravenes any of the undertakings contained in the Terms and Conditions or the Stadium Regulations or any applicable laws whether before or during the Match; or
  - d. makes any unauthorised advertisement, sale, offer for sale or transfer of (or otherwise gives away to a person who agrees to pay for some other goods or services or offers to do so) any Package, Match Ticket or Pass (whether such Package, Match Ticket or Pass is provided pursuant to the Terms and Conditions or otherwise) or otherwise facilitates (directly or indirectly) any such unauthorised activities by others,

then:

- a. all rights conferred via any Package, Match Ticket or Pass shall be cancelled as of right without any refund;
- b. any person seeking to use any Package, Match Ticket or Pass obtained in breach of the Terms and Conditions in order to gain or provide access to or remain at the Stadium will be a trespasser and will be liable to be refused entry or evicted from the Stadium, and be liable to legal action;



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- c. UEFA may refuse the Ticket Holder entry into the Stadium and/or the Hospitality Facilities, without any refund; and/or
- d. UEFA may require such persons to leave the Stadium and/or the Hospitality Facilities without any refund.

The rights and remedies of UEFA under this Article 13 shall be in addition to any other right or remedy of UEFA under the Terms and Conditions or under applicable law.

#### 14. Unauthorised Spectators

- 14.1. The Ticket Holder is only permitted to attend the Match if they are not an Excluded Person and if the transfer of the Match Ticket and Pass to the Ticket Holder is made subject to and in accordance with Article 6.1 of the Terms and Conditions.

#### 15. Data

- 15.1. As data controller, UEFA collects and processes, in compliance with Swiss law, Clients' personal data provided in the Order and the names of their Guests submitted pursuant to the Terms and Conditions and these personal data will be entered into a database owned by UEFA. The Client consents to its personal data and the names of their Guests being processed for the purposes of the organisation and running of the Match (in particular in connection with the hospitality sales and/or any relevant safety and security measures), and warrant that he/she has obtained the consent of their Guests in relation to the same.
- 15.2. UEFA shall be permitted to transfer the Client's personal data and the names of their Guests to third parties, including, UEFA's affiliates, the Host Association, the LOC and the stadium owner (and their agents), for the purposes set out above. Furthermore, provided that the Client has specifically granted its consent in the Order, its personal data can be used to provide them (or their Guests) with information on products, services, commercial activities and events of UEFA and/or its commercial partners and/or the stadium owner (and their agents). The Client acknowledges that such data may be transferred to countries outside of the European Economic Area (EEA) and that such countries may not provide an equivalent or adequate level of protection to that provided within the EEA.
- 15.3. Any Client or Guest whose personal data are processed by UEFA in the framework of these Terms and Conditions shall have a right the right to access and rectify his/her personal data in accordance with Swiss law. Any requests relating thereto shall be sent to [hospitality@uefa.ch](mailto:hospitality@uefa.ch).

#### 16. Unforeseen Circumstances

- 16.1. UEFA reserves the right to make alterations to the time, date and location of the Match due to unforeseen extraordinary circumstances: force majeure, safety and/or security reasons or other decisions made by any competent authority which have an impact on the Match being played at the Stadium.



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- 16.2. In the event of cancellation, abandonment, postponement or replaying of the Match, Article 12 of the Terms and Conditions shall apply. The Client will be bound by the Refund Policy for any refunds of the Packages purchased by the Client provided however that:
- a. any refunds may be made only to the Client and not the Guest and only up to the face value of the Packages purchased by such Client (and shall not, for the avoidance of doubt, entitle the Client to a refund of any costs and expenses incurred by the Client or Guests in relation to travel or accommodation);
  - b. in the event of a postponement, the Package (including Match Ticket and Pass) will be valid for the rearranged Match; and
  - c. subject to the foregoing and Articles 12.2 and 12.4, UEFA will not have any liability to the Client or any Guest on account of any such cancellation, abandonment, postponement or replay or other failure or deficiency in the conduct of the Match.

#### 17. Information

- 17.1. Any information requests should be addressed to Union des Associations Européennes de Football, Route de Genève 46, 1260 Nyon 2, Switzerland or sent by email to: [hospitality@uefa.ch](mailto:hospitality@uefa.ch).

#### 18. Severability, Amendment and Waiver

- 18.1. UEFA reserves the absolute right to change the Terms and Conditions from time to time, including, for the avoidance of doubt, the Stadium Regulations in order to ensure proper and safe staging of the Match at the Stadium. UEFA will notify the Client of such changes if they materially affect the Client's rights as a consumer.
- 18.2. Without prejudice to Article 18.1, if UEFA determines that the Match Tickets and/or Passes will be issued in an electronic format, UEFA will notify the Client. In such circumstances, additional terms and conditions may apply.
- 18.3. Should any provision(s) of the Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of the Terms and Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.
- 18.4. Any waiver by either party in respect of a breach of any provision of these Terms and Conditions by the other shall only be effective if it is made in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of these Terms and Conditions. No delay or omission by a party in exercising any right, power or remedy provided by law or under these Terms and Conditions shall affect that right, power or remedy or operate as a waiver of it and the single or partial exercise of any such right, power or remedy shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy. All remedies, rights and powers provided





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in these Terms and Conditions are (except as expressly provided) cumulative and not exclusive of any other remedies, rights or powers to which the relevant party may be entitled at law or otherwise.

- 18.5. UEFA shall have the right to transfer, assign, sub-license or sub-contract any of its rights and/or obligations hereunder to UEFA's affiliates, the Host Association and/or the LOC without requiring the consent of the Client.

#### 19. Authentic text

The Terms and Conditions have been drafted in the English language and are available on the UEFA Website. Translations may also be available – for further details, please contact UEFA at [hospitality@uefa.ch](mailto:hospitality@uefa.ch). In the event of any discrepancy between the English and a translated version, the English version shall prevail.

#### 20. General

- 20.1. The Client enters into the Terms and Conditions for itself and on behalf of each Guest (and must inform each Guest of the same). In case of the Client being a business entity, the person(s) duly authorised to represent such business entity who is/are identified in the Order, may in certain cases be personally liable in relation to the actions undertaken by their Guests.
- 20.2. The Terms and Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the Terms and Conditions which is not already set out in the Terms and Conditions.
- 20.3. If the Ticket Holder fails to comply with any of the provisions of the Terms and Conditions, UEFA may at its sole discretion, and without prejudice to any of their other remedies:
- a. move the Ticket Holder to a different location within the Stadium;
  - b. eject the Ticket Holder from the Stadium; and/or
  - c. suspend with immediate effect the provision by UEFA to the Client of Match Tickets and Passes, in each case without any refund.
- 20.4. The Terms and Conditions are governed by the laws of Switzerland. All disputes arising from or related to these Terms and Conditions shall be submitted to the competent court in Nyon, Switzerland. Nevertheless, UEFA reserves the right to pursue any legal proceedings in the competent courts of the Applicant's and/or Client's domicile.