



2018 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 Packages for the 2018 UEFA Club Finals.

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

These 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 the event of any conflict between these Terms and Conditions and the Stadium Regulations, the respective provisions of these Terms and Conditions shall prevail.

2. Definitions

2018 UEFA Club Finals	means: (a) the final UEFA Europa League match scheduled to be played at the conclusion of the 2017/18 season, which match is currently scheduled to be played in Lyon, France on 16 May 2018; (b) the final UEFA Champions League match scheduled to be played at the conclusion of the 2017/18 season, which match is currently scheduled to be played in Kiev, Ukraine on 26 May 2018; or (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 2018/19 season, which match is currently scheduled to be played in Tallinn, Estonia on 15 August 2018.
Agreement	the agreement entered into in accordance with Article 4 pursuant to which the Client agrees to purchase the Package(s) subject to these Terms and Conditions.
Applicant	any individual applying for Packages whether in their own name or on behalf of a Client.
Client	an individual or other legal entity which enters into an Agreement for the purchase of Package(s) subject to these Terms and Conditions. In the event 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	<p>means:</p> <ul style="list-style-type: none">(a) any individual from time to time subject to an administrative or judicial football ban under the relevant applicable law for the relevant Match;(b) any person banned by UEFA, FIFA, any football governing body or otherwise, from travelling to or attending an association football match;(c) any person banned by UEFA, the relevant Host Association and/or the relevant Stadium Owner from attending events at the relevant Stadium;(d) 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);(e) any individual or legal entity known or reasonably believed by UEFA or a UEFA member association to be 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;(f) any person who is deemed by the participating clubs in the relevant Match to be a person to whom Tickets should not be allocated (including but not limited to persons who have been issued with a stadium ban by the respective participating club); and(g) any person who has breached or is in breach of these Terms and Conditions.
Final Sales Period	the period commencing from one (1) month prior to the relevant Match.
Guest	an individual invited by the Client to the relevant Match to whom a Ticket may be transferred by the Client in accordance with these 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 Ticket 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 relevant Match. For the avoidance of doubt, the Host Association is deemed to be the "organiser" of the Match under the applicable law.
Match	the relevant 2018 UEFA Club Final match for which the Package(s) were purchased.



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Official Sales Agent	<p>the sales agent(s) or provider(s) appointed by UEFA (if any) in respect of the marketing and/or promotion of the sale of Packages in the relevant Applicant's territory and/or the introduction of Clients to UEFA.</p> <p>With respect to the UEFA Europa League™ Final 2018, the French Host Association has been appointed as UEFA's official sales agent for the sale of the Packages and administration (including billing and payment collection) of such sales for and on behalf of UEFA.</p>
Order	<p>the order submitted to UEFA, in the format required by UEFA, by an Applicant wishing to purchase Packages for a Match, which 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 these Terms and Conditions. For the avoidance of doubt, the Order shall not be binding upon UEFA unless and until the Order has been confirmed by UEFA in accordance with Article 4.12.</p>
Package	<p>the hospitality packages made available by UEFA for the Match, which shall include a Ticket. Details of the Packages shall be set out on the UEFA Website and/or as further modified from time to time by UEFA.</p>
Refund Policy	<p>the refund policy of UEFA as applicable from time to time which governs refunds in the event of postponement, abandonment or cancellation of the relevant Match and which is available for review at the UEFA Website.</p>
Sale	<p>any sale of Package(s) resulting in the conclusion of the Agreement with the Client in accordance with and subject to these Terms and Conditions.</p>
Stadium	<p>the entire premises of the relevant stadium at which the Match is played and any other areas which require a Ticket (or other access device, if applicable) to gain access.</p>
Stadium Owner	<p>the owner of the relevant Stadium at which the Match is played and any operator or lessee of such Stadium.</p>
Stadium Regulations	<p>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.</p>
Terms and Conditions	<p>these terms and conditions which govern the procedure for the purchase and use of the Packages.</p>



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Ticket(s)	the paper, plastic or electronic ticket(s) provided to the Client which (subject to these Terms and Conditions) grants the Ticket Holder the right to access the relevant Hospitality Facility according to the category of the Package purchased and to attend the Match and occupy a seat or space at the Stadium as identified on the such ticket.
Ticket Holder	any individual who is in actual and lawful possession of a Ticket, obtained in accordance with the Terms and Conditions (including, as the case may be, the Client and the Guest(s)).
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 Online Sales Portal	the official publicly accessible online sales portal (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 www.uefa.com (including the pages of such website dedicated to the 2018 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, will be set out on the UEFA Website. UEFA makes no warranty that Packages will be available for each Match.
- 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



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Client, UEFA shall notify the relevant Client as soon as reasonably practicable using the contact details provided by the relevant Applicant in the Order.

- 3.3. Prices for Packages shall be quoted on the UEFA Website in Euros (EUR) or in a local currency. Details of any VAT payable in respect of the Packages shall be stated on the UEFA Website and/or otherwise notified directly to the Client (for example, in the invoice). Where payment of VAT is applicable, such VAT shall be payable by the Client.
- 3.4. Any Package purchase requirements (including minimum skybox orders) stipulated by UEFA on the UEFA Website must be adhered to by Clients when purchasing the Packages.
- 3.5. UEFA reserves the right to add to, amend and/or waive the purchase requirements detailed in Article 3.4 above at its sole discretion and at any time. In addition, UEFA shall notify Clients of any additional purchase requirements that may apply to certain specific Packages.
- 3.6. UEFA reserves the right to change the location of any skybox(es) and/or seats 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 of the Match.
- 3.7. 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. All Orders shall be subject to the provisions of this Article 4.
- 4.2. The application options available to Applicants wishing to place Orders for Packages will be stated on the UEFA Website. These options may include the following however UEFA makes no warranty that each of the following options will be available for all Matches:
 - (1) UEFA Hospitality Online Sales Portal – The online automated order and purchase processes which will set out (in real-time) details of Package availability and pricing. By using the UEFA Hospitality Online Sales Portal, Applicant's acknowledge their agreement to the UEFA Website's additional terms and conditions, including but not limited to privacy policy, terms and conditions and cookie policy, each available on the UEFA Website.
 - (2) Order Form – Applicants can request whether the desired Packages are available by completing, signing and returning the relevant UEFA proforma form to UEFA.



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- (3) "Quotes" – Applicants can request that a customised indicative Quote be issued which details 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 can 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. UEFA is under no obligation to provide Applicants with an Offer Notification and, for the avoidance of doubt, UEFA reserves the right in its sole discretion to refuse requests for an Offer Notification. Where an Offer Notification is issued, the relevant Packages will be available for purchase by the Applicant (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 prior to the expiration of the Offer Notification (which shall be clearly stated on the Offer Notification). For the avoidance of doubt, Applicants shall not be permitted to request multiple Offer Notifications in respect of the same (or substantially similar) proposed purchase of Packages so as to effectively extend the expiration period stated in the Offer Notification.
- 4.3. Save where Applicants have been assisted by Official Sales Agents, Applicants shall submit the completed and signed documents identified in Article 4.2 above to UEFA by email to hospitality@uefa.ch or through such other means as communicated to the Applicant by UEFA. Where Applicants have been assisted by Official Sales Agents, they shall submit their completed and signed documents to the relevant Official Sales Agent. 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 these Terms and Conditions.
- 4.4. UEFA may also issue Applicants with a link to the UEFA Hospitality Web Portal which will enable them to complete their order online. Where Applicants complete their order online in accordance with this clause 4.4, the Applicant will be required to review and accept these Terms and Conditions before any order is submitted.
- 4.5. During any pre-sales period and the Final Sales Period, certain streamlined application, ordering and invoicing processes shall apply at UEFA's sole discretion, the details of which shall be notified to the relevant Applicants.
- 4.6. 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).
- 4.7. 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):



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- 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 the event that 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;
 - 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 the Applicants 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 these Terms and Conditions by the Client;
 - e. Client's billing address to which invoices should be issued. UEFA reserves the right, in its sole discretion, to issue invoices only to the Client's address as stated in the Order.
- 4.8. The purchase of all Packages is subject to availability.
- 4.9. Following receipt of the Order, UEFA will review the Order, verify if the relevant Packages requested in the Order are available and ensure that all information required from the Client has been duly provided.
- 4.10. In the event that there are no Packages available, there are different Packages or quantities of Packages available or the Package has changed (as compared to the Order) UEFA will contact the Applicant and a new Order will be required from the Applicant should the Applicant wish to purchase such different Packages or quantities of Packages.
- 4.11. 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



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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.

4.12. 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.

5. Payment

- 5.1. Following the issuing of the Sale confirmation pursuant to Article 4.12, a relevant invoice(s) will be sent to the Client by UEFA or the Official Sales Agent as the case may be. The Client acknowledges and accepts that UEFA may use service providers throughout the sales process (including, but not limited to, for the purposes of invoicing where such invoices may be issued by the Host Association) however, and for the avoidance of doubt, UEFA shall remain the seller of the Packages and retain ownership of Tickets included in such Packages.
- 5.2. In respect of all Sales, the full amount is payable in one (1) single instalment within the period stipulated on the invoice.
- 5.3. All payments shall be paid in accordance with the relevant invoice including any applicable VAT as may be payable in connection with the Packages. For the avoidance of doubt, the Client shall be responsible for complying with any applicable VAT regulations as required in accordance with their place of address of residence or (in the event that the Client is a business entity) its registered office address and with 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 full and complete payment has not been received. UEFA reserves the right to charge interest on any late payments in accordance with any relevant applicable law. In this respect, for Packages purchased for the UEFA Europa League™ Final 2018 only, pursuant to articles L. 441-3, L. 441-6 and D. 441-5 of the French Code of commerce, any amount due by a business entity Client to the Official Sales Agent which remains unpaid shall be increased by late payment interests equal to three (3) times the legal interest rate, applicable from the day after the due date until full payment. Furthermore, the amount of the lump-sum indemnity aimed at compensating UEFA for recovery costs is fixed at forty (40) Euros.
- 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 and



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payment will be the sole responsibility of the Client. UEFA will notify Applicants in the event that any alternative payment options are 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 4.12. The Client cannot elect to return or exchange Packages following the Sale 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.
- 5.8. 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.

6. Distribution Process

- 6.1. All Clients are required to provide to UEFA the surname, first name, date of birth, country of nationality, Passport or ID number and email address of themselves and their Guests (and warrant that such information is complete and accurate when it is submitted) by no later than seven (7) days prior to the Match. UEFA reserves the right in its sole discretion to require Clients to provide these details prior to this time, including but not limited to immediately upon submission of the Order. UEFA further reserves the right to require the Client to affirm their Guest's details 24 hours prior to the relevant Match. In the event that the Client refuses to provide such details, whether seven days (7) days prior to the Match or upon UEFA's request, 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. In the event of such cancellation, and where the Packages have already been delivered to the Client, entrance to the Stadium and/or the relevant Hospitality Facility for such Packages will be refused and the Ticket will not be activated.
- 6.2. Packages will be delivered to Clients in the following ways:
 - a. by express courier sent to the delivery address of the Client as provided to UEFA in the Order;
 - b. if a delivery attempt by express courier services in the country of residence of the Client is not successful or if express courier delivery to the delivery address of the Client is not possible for other exceptional reasons non-attributable to UEFA, the Packages will be remitted to such Client personally during the official opening hours of the UEFA Corporate



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Hospitality Collection point (or such other collection point as UEFA shall determine in its sole discretion) at the Stadium (or in its vicinity) as further described in Article 6.4;

- c. UEFA may decide (at its sole discretion) to remit the Packages personally to Clients during the official opening hours of the UEFA Corporate Hospitality Collection point (or such other collection point as UEFA shall determine in its sole discretion) at the Stadium (or in its vicinity) as further described in Article 6.5.
- 6.3. Subject to Articles 6.4 and 6.5, the Package delivery method will be notified to the Client by email. Clients will not be able to request: (i) a change thereof by UEFA; and/or (ii) a refund of the Package(s) on the basis of the distribution method applicable to their Package(s). For the avoidance of doubt, Clients will not receive a refund for any Package(s) sent by express courier in accordance with Article 6.2.a which the Client rejects delivery of, fails to rearrange delivery of or fails to collect from the express courier company or which the Client does not collect in accordance with Articles 6.4 and 6.5.
 - 6.4. If delivery of the Package(s) is not possible in accordance with Article 6.2.b, the Client will be informed by email as soon as reasonably practicable that their Package(s) can be collected during the opening hours of the UEFA Corporate Hospitality Collection point (or such other collection point as UEFA shall determine in its sole discretion). The email will provide the exact details of the UEFA Corporate Hospitality Collection point (or such other collection point as UEFA shall determine in its sole discretion) as well as the opening times during which the Package(s) can be collected. Such location shall be in the vicinity of the Stadium or in the city centre at which the Match is taking place. In order to collect such Package(s), the Client must show a personal identification document (passport or national identity card) for them and, upon request by UEFA for their Guest(s), and the print-out of the above mentioned email.
 - 6.5. In the event that the Client is required to collect their Package(s) in accordance with Article 6.2.c, the Client will be informed by email, as soon as reasonably practicable, that their Package(s) can be collected during the opening hours of the UEFA Corporate Hospitality Collection point (or such other collection point as UEFA shall determine in its sole discretion). The email will provide the exact details of the UEFA Corporate Hospitality Collection point (or such other collection point as UEFA shall determine in its sole discretion) as well as the opening times during which the Package(s) can be collected. Such location shall be in the vicinity of the Stadium or in the city centre at which the Match is taking place. In order to collect such Package(s), the Client must show a personal identification document (passport or national identity card) for them and, upon request by UEFA for their Guest(s), and the print-out of the above mentioned email.
 - 6.6. Where the Client is a business entity and they are required to collect their Packages(s) in accordance with Articles 6.4 and 6.5 above, the Client shall provide UEFA with the contact details of the person who will collect the Package(s) along with an authorisation or Power of Attorney authorising such collection on the relevant Client's behalf.



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- 6.7. In the event that the Client requests that their Package(s) are delivered to an alternative address and/or recipient by the express courier service nominated by UEFA to deliver the Package(s), Clients acknowledge and agree that the courier service will notify UEFA of such alternative delivery details and/or recipient details and that identity checks may be carried out at the Stadium in respect of the Package(s) allocated to the Client.
- 6.8. The 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.
- 6.9. Defective Tickets, for example, Tickets with illegible printing or missing seat numbers, shall be notified to UEFA in writing in accordance with Article 20 within seven (7) days of receipt of the Packages (save for where such Package(s) have been collected by the Client at the Stadium (or in its vicinity), in which case the Client must immediately notify UEFA). Defective Ticket(s) will be replaced free of charge provided that the original defective Ticket(s) are returned/remitted to UEFA in their original condition.
- 6.10. UEFA, the Host Association and the Stadium Owner shall not be responsible for lost, stolen, damaged or destroyed Ticket(s) after their delivery to the Client. In particular UEFA, the Host Association and the Stadium Owner shall not be liable to refund any Package(s) or to re-print Tickets.

C. USE OF PACKAGES

7. Use of Tickets

- 7.1. Except as expressly permitted in Article 7.2, any resale, transfer, offer for resale or transfer or advertisement for resale or transfer of the Package(s) (or the Ticket(s) included in such Package(s)), whether for free or for consideration, is strictly prohibited.
- 7.2. Client shall be permitted to transfer the Tickets to their Guest(s) (the details of whom were provided to UEFA in accordance with these Terms and Conditions) provided that (jointly):
 - a. the Client (which in the case of a business entity shall be deemed to include its owners, directors and employees) will attend the Match and the Hospitality Facility together with his/her Guest(s);
 - b. the Tickets are for their personal or corporate use;
 - c. such permitted transfer is free of any extra consideration; and
 - d. Guests, by accepting the transfer of Tickets from the Client, agree to be subject to these Terms and Conditions.
- 7.3. The Client shall be solely responsible for distributing the Ticket(s) to the Guest(s).



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- 7.4. Packages and/or Tickets must not be:
- a. used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purpose;
 - b. used as a prize (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, Tickets, etc.).

- 7.5. Ticket Holders shall not:
- a. run any advertisements or promotions relating to UEFA, the 2018 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 Tickets including, without limitation, any display of any Client's or Guest's corporate or business logo, trade mark or trade name.

For the avoidance of doubt, no commercial branding whatsoever may be displayed by the Ticket Holders at the Stadium (including in any skybox) 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.

- 7.6. All Tickets 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 these Terms and Conditions.
- 7.7. Ticket(s) acquired or used in breach of this Article 7 and/or Article 14 of these Terms and Conditions shall be void and all rights conferred therewith shall be cancelled as of right and any person seeking to use such Ticket(s) will be deemed a trespasser. Any person seeking to use a Ticket obtained in breach of these Terms and Conditions in order to gain or provide access to or remain at the Stadium and/or Hospitality Facility will be refused entry or be evicted from the Stadium and/or Hospitality Facility with no right to a refund, and may be liable to further legal action. Any unauthorised sale or transfer of Tickets may be reported to the police.
- 7.8. Any Ticket Holder shall be required, upon request, to give an explanation as to how, from whom and from where he/she obtained their Ticket(s).



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8. Entrance

- 8.1. Access to the Stadium and the relevant Hospitality Facility will be permitted during such hours as are notified to the Client or as published on the UEFA Website.
- 8.2. Entrance to the Stadium and the relevant Hospitality Facility shall be:
- a. subject to compliance with:
 - i. these Terms and Conditions;
 - ii. the Stadium Regulations;
 - iii. all applicable laws in place from time to time (whether statutory or otherwise and including health and safety requirements) governing access or presence at the Stadium, attendance at the Match, use of Tickets, general safety certificate and any special safety certificate applying to the Stadium, issued by any authority that has jurisdiction or authority in relation to the holding of the Match at the Stadium;
 - 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 Ticket per person (regardless of age) and, upon request, proof of identity with valid photograph and signature (e.g. Passport, identity card).
- 8.3. Ticket Holders leaving the Stadium will not be re-admitted.

9. Conduct at the Stadium

- 9.1. 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 Ticket together with proof of identity with valid photograph and signature (e.g. Passport, identity card) in order to provide satisfactory evidence that the Ticket Holder's identity corresponds to that of the Client/Guest whose details were provided to UEFA;
 - 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 personnel, stewards and/or police shall be entitled to search any person's clothing, belongings and any other items in their possession; and
 - c. comply with all instructions and guidelines issued by safety personnel, stewards and/or police and/or any other duly authorised persons at the Stadium.
- 9.2. The Stadium Regulations contain detailed lists of prohibited items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein. Abbreviated versions of these



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Terms and Conditions and/or Stadium Regulations, or simple icons illustrating prohibited items or conduct may also be included on the Ticket and must be fully complied with by the Ticket Holder.

- 9.3. It is strictly forbidden to do any of the following inside the Stadium, without limitation:
- a. occupy or access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Ticket held by the Ticket Holder;
 - b. restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits;
 - c. engage in any other conduct which may endanger any person at the Stadium; and/or
 - d. any other conduct which is not authorised.
- 9.4. Fans supporting the teams participating in the Match may not be segregated within the Hospitality Facilities and the seating areas at the Stadium and each Ticket Holder agrees to behave responsibly and in line with the safety and security guidelines communicated by UEFA, the Host Association and/or the Stadium Owner.

10. Damages

- 10.1. The Client acknowledges that any damage to the Stadium (including to seats and/or existing or temporary Hospitality Facility) which 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.

11. Sound and Image Recordings

- 11.1. Ticket Holders attending the Hospitality Facility and/or the Match at the Stadium, consent to being photographed, filmed or taped by UEFA, the Host Association and/or the Stadium Owner, and/or any third parties appointed thereby, which shall have the right to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration, the Ticket Holder's voice, image and likeness by means of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.
- 11.2. Ticket Holders shall not take, record and/or transmit any sound, image and/or description of the Hospitality Facilities, the Stadium or the Match (as well as any result and/or statistics of the Match) other than for his/her exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Stadium for any commercial purposes). It is strictly forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, picture, image, data, description, result and/or statistics of the Match in whole or in part, or to assist any other person(s) conducting such activities. Copyright, database rights and any other intellectual



property rights in any unauthorised recording or transmission under this clause is assigned (by way of present assignment of future rights) to UEFA. Ticket Holders further agree (if and whenever required to do so by UEFA) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to UEFA absolutely and free of all encumbrances and other charges.

D. MISCELLANEOUS

12. Liability

- 12.1. In the event that UEFA, the Host Association and/or the Stadium Owner is in breach of their obligations (under these Terms and Conditions or otherwise), UEFA, the Host Association and/or the Stadium Owner shall only be responsible for such loss or damage suffered by the Ticket Holder which was reasonably foreseeable as a result of the breach. UEFA, the Host Association and/or the Stadium Owner shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time the Client entered into a contract pursuant to these Terms and Conditions.
- 12.2. Notwithstanding Article 12.1, UEFA, the Host Association and/or the Stadium Owner is not liable for any business losses and UEFA, the Host Association and/or the Stadium Owner will have no liability to any Ticket Holder for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.3. In any event, to the maximum extent permitted by law, UEFA, the Host Association and/or the Stadium Owner hereby exclude any liability for loss, damage or injury to a Ticket Holder and/or their property, including (but not limited to) any indirect or consequential loss or damage, including (but not limited to) loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.
- 12.4. UEFA, the Host Association and/or the Stadium Owner shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 12.5. Notwithstanding any provision in these Terms and Conditions, UEFA, the Host Association and/or the Stadium Owner does not seek to exclude or limit their liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by the UEFA's, the Host Association's and/or the Stadium Owner's negligence or the negligence of any of their officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by law.
- 12.6. Nothing stated or implied in these Terms and Conditions will affect the Ticket Holder's statutory rights.



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13. Default

13.1. If, in the reasonable opinion of UEFA, the Ticket Holder:

- a. breaches these Terms and Conditions;
- b. causes any disturbance or nuisance in the Stadium or any Hospitality Facility;
- c. otherwise prejudices the safety or welfare of any person present in the Stadium and/or Hospitality Facility;
- d. contravenes any of the undertakings contained in these Terms and Conditions or the Stadium Regulations or any applicable laws whether before or during the Match;
- e. 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 or Ticket (whether such Package or Ticket is provided pursuant to the Terms and Conditions or otherwise) or otherwise facilitates (directly or indirectly) any such unauthorised activities by others; or
- f. 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,

then:

- a. all rights conferred via any Package or Ticket shall be cancelled as of right without any refund;
- b. any person seeking to use any Package or Ticket obtained in breach of these 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;
- 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 these Terms and Conditions or under applicable law.



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14. Unauthorised Spectators

- 14.1. Ticket Holders are permitted to attend the Match provided that they are not an Excluded Person and provided that the transfer of the Ticket to the Ticket Holder is made subject to and in accordance with Article 7.1 of these Terms and Conditions.

15. Data

- 15.1. As a data controller, UEFA collects and processes, in compliance with Swiss law (in particular the Swiss Federal Act of 19 June 1992 on Data Protection), Clients' personal data provided in the Order and the personal data of their Guests submitted pursuant to these Terms and Conditions under Articles 4.7 and 6.1. These personal data will be entered into a database owned and managed by UEFA. The personal data provided is kept in a database whose software is located in Switzerland.
- 15.2. Where the Client is required to collect their Packages(s) in accordance with Articles 6.4 or B.6.5 above, the Client acknowledges that UEFA shall take a photograph of him or her (or their representative if the Client is a business entity) for collection identification purposes as they collect the Package(s) and the Client hereby agrees to such photograph being taken.
- 15.3. The Client consents to their personal data and the personal data 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 related to the Match and any other match(es) organised and run by UEFA, and warrants that they have obtained the consent of their Guests for the processing of their data for the purposes specified in this clause.
- 15.4. UEFA may disclose all of the information that it collects, as stated above and in accordance with the terms set forth in this section. UEFA does not reveal personally identifiable information about a Client or its Guests to third-parties for their independent use unless: (1) a Client or their Guests request or authorise such disclosure; (2) in connection with Match and any other match(es) organised and run by UEFA; (3) the information is provided to comply with the law (for example, to comply with a search warrant, subpoena or court order), enforce an agreement UEFA has with a Client or their Guests, or to protect UEFA rights, property or safety, or the rights, property or safety of UEFA employees or others; (4) the information is provided to UEFA service providers and third parties, in particular to Stadium security and access control service providers, Official Sales Agent, the Host Association, the Stadium Owner (and their agents) who perform functions on UEFA's behalf; (5) to address any relevant safety and security measures to the relevant authorities or (6) to address disputes, claims, or to persons holding a legal or beneficial interest.
- 15.5. Provided that the Client has specifically and actively granted its consent in the Order, their personal data can be used to provide them with information on products, services, commercial activities and events of UEFA.
- 15.6. Any Client or Guest whose personal data are processed by UEFA in the framework of these Terms and Conditions shall have the right to access, rectify and request the deletion of their personal



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data in accordance with Swiss law. Any requests relating thereto shall be sent to hospitality@uefa.ch. To do so, UEFA may require any Client or Guest to provide verification of their identity (e.g. copy of official Identification Document with a photo mentioning their date & place of birth). UEFA may refuse, restrict or defer a request where a formal enactment so provides, where this is required to protect the overriding interests of third parties and/or where its own overriding interests so require or where requests are manifestly unfounded or excessive and where UEFA has the right to do so under the applicable law on data protection.

- 15.7. Personal data gathered pursuant to these Terms and Conditions is only collected and processed by UEFA for no longer than is necessary for the purposes described in Article 15.3, unless the use of personal data is further required for ongoing administrative or judicial proceedings relating to the Match and any other match(es) organised and run by UEFA.
- 15.8. Personal data gathered in accordance with Article 15.5 is only collected and processed by UEFA for no longer than is necessary for the purpose of the processing and is subject to the provisions of the [UEFA Privacy Policy](#), available on the UEFA Website.

16. Unforeseen Circumstances

- 16.1. UEFA, the Host Association and/or the Stadium Owner reserve 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.
- 16.2. In the event of cancellation, abandonment, postponement or replaying of the Match, the Client will be bound by the Refund Policy in respect of 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(s) 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 Guest(s) in relation to travel or accommodation);
- and
- b. subject to the foregoing and Article 12, 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. Severability, Amendment and Waiver

- 17.1. UEFA reserves the absolute right to change these 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.



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- 17.2. Without prejudice to Article 17.1, if UEFA determines that the Tickets will be issued in an electronic format, UEFA will notify the Client. In such circumstances, additional terms and conditions may apply.
- 17.3. Should any provision(s) of these Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of these Terms and Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.
- 17.4. 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 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.
- 17.5. 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 and/or the Host Association without requiring the consent of the Client.
- 18. Authentic text**
- 18.1. 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. In the event of any discrepancy between the English and a translated version, the English version shall prevail.
- 19. General**
- 19.1. The Client enters into these Terms and Conditions for itself and on behalf of each Guest (and must inform each Guest of the same). In the event that the Client is 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.
- 19.2. These 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 these Terms and Conditions which is not already set out in these Terms and Conditions.



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19.3. The laws of the country in which the Match takes place (and for which the Package has been purchased) govern these Terms and Conditions. All disputes arising from or related to these Terms and Conditions shall be submitted to the relevant competent court in such country. Nevertheless, UEFA reserves the right to pursue any legal proceedings in the competent courts of the Applicant's and/or Client's domicile.

20. Information

20.1. 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.