

## UEFA EURO 2016™ 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 UEFA EURO 2016™.

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**

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.
EURO 2016 SAS	EURO 2016 SAS, a French <i>société par actions simplifiée</i> having its registered office at 112, avenue Kléber - CS 81671, 75773 Paris CEDEX 16, France registered with the company register of Paris under number 531 326 080.
Excluded Person	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any individual from time to time subject to an administrative or judicial football ban under French law;</li> <li>(b) any individual from time to time known or reasonably</li> </ul>

believed by EURO 2016 SAS or 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;

- (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
- (d) any individual or legal entity known or reasonably believed by EURO 2016 SAS, 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.

Final Sales Period	the period commencing from one (1) month prior to the first match of UEFA EURO 2016™.
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.
Match	any match to be played as part of UEFA EURO 2016™.
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	any sales agent appointed by EURO 2016 SAS or UEFA in respect of the marketing and promotion of the sale of Packages in the relevant Applicant's territory.

Order	the order submitted to EURO 2016 SAS, in the format required by EURO 2016 SAS, by an Applicant wishing to purchase Packages for Matches, 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 EURO 2016 SAS unless and until the Order is confirmed by EURO 2016 SAS in accordance with Article 4.7.
Package	the hospitality packages made available by EURO 2016 SAS for UEFA EURO 2016™, 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 EURO 2016 SAS.
Pass	a pass or other device permitting the Ticket Holder to access the relevant Hospitality Facility according to the category of the Package purchased.
Product	means the bundles of Packages made available by EURO 2016 SAS for Matches. References in these Terms and Conditions to "Packages" shall, where the context requires, be deemed to apply equally to "Products", mutatis mutandis.
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 UEFA EURO 2016™ 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)).
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 EURO 2016 Hospitality Web Portal	the dedicated UEFA EURO 2016 portal accessible only via an individual log-in provided to the Applicant by EURO 2016 SAS.
UEFA EURO 2016 Hospitality Webshop	the official publicly accessible webshop (if any) made available by EURO 2016 SAS for the purposes of ordering and purchasing Packages directly from EURO 2016 SAS.
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 UEFA EURO 2016™ 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. EURO 2016 SAS 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, EURO 2016 SAS 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). 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.

3.4. The following purchase requirements must be adhered to by the Clients while purchasing the Packages:

- a. 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;
- b. in respect of table based Packages, Clients who purchase less than ten (10) (or a number greater than ten (10) but not a multiple thereof) Packages may be required to share tables with other Clients and/or Guests within their relevant Hospitality Facility; and
- c. in respect of all non-skybox based Packages, Clients must purchase a minimum of two (2) Products.

EURO 2016 SAS reserves the right to add to, amend and/or waive above-mentioned purchase requirements at its sole discretion at any time. In addition, EURO 2016 SAS shall notify Clients of any additional purchase requirements that may apply to certain specific Packages and/or Products.

In respect of skybox Packages, EURO 2016 SAS also reserves the right to change the location of any skybox(es) allocated to a Client at the relevant Stadium. EURO 2016 SAS shall use its best efforts to notify Clients of any such change of location in advance.

3.5. In connection with the Order, EURO 2016 SAS 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 EURO 2016 SAS's gross negligence or wilful misconduct) which results in EURO 2016 SAS 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 EURO 2016 Hospitality Webshop – The order and purchase processes will be automated there. The UEFA EURO 2016 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 EURO 2016 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 EURO 2016™ proforma form to EURO 2016 SAS.
- (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 EURO 2016™ Quote document to EURO 2016 SAS.
- (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 EURO 2016 SAS within ten (10) days of the date of the Offer Notification (save in respect of the Final Sales Period, in 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 EURO 2016 SAS by email via [hospitality@euro2016.fr](mailto:hospitality@euro2016.fr) or through other means as communicated by EURO 2016 SAS.

Signature of these documents and their submission to EURO 2016 SAS or the relevant Official Sales Agent shall be deemed to constitute the Applicant's acceptance of the Terms and Conditions.

EURO 2016 SAS may also issue Applicants with a link to the UEFA EURO 2016 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.

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 EURO 2016 SAS 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 EURO 2016 SAS (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 EURO 2016 SAS) 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, EURO 2016 SAS 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 EURO 2016 SAS 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. EURO 2016 SAS 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, EURO 2016 SAS shall be entitled to reject any Order if:
  - a. EURO 2016 SAS, 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 EURO 2016 SAS, 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 EURO 2016 SAS, EURO 2016 SAS 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. EURO 2016 SAS will also ensure that an appropriate invoice is issued to the Client pursuant to Article 5.1.

## 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 EURO 2016 SAS.
- 5.2. In respect of all Sales (other than those made via the UEFA EURO 2016 Hospitality Webshop), the invoicing and payment processes for the Packages shall be as set out below.

Date of Sale	Before 31.12.2014	01.01.2015- 31.05.2015	01.06.2015- 30.11.2015	01.12.2015- 30.04.2016	01.05.2016- or later
<b>Amount of the first instalment (% of total price)</b>	30 (or 100 in order to benefit from the discount mentioned below)	30 (or 100 in order to benefit from the discount mentioned below)	50	100	100
<b>First instalment payment terms (from date of invoice)</b>	30 days	30 days	30 days	20 days	48 hours
<b>Amount of the second instalment (% of total price)</b>	70	70	50	0	0
<b>Second instalment payment terms (from date of invoice)</b>	Payment to be received by EURO 2016 SAS no later than 31.10.2015	Payment to be received by EURO 2016 SAS no later than 31.10.2015	Payment to be received by EURO 2016 SAS no later than 31.01.2016	N/A	N/A
<b>Discount available where the total price is paid in one instalment at the time of the first instalment stated above (% of total price)</b>	10%	5%	3%	0%	0%

5.3. In respect of Sales via the UEFA EURO 2016 Hospitality Webshop, the relevant payment must be made in full in one (1) single instalment within the payment period stated in the relevant invoice (save in respect of the Final Sales Period, in which case payment must be made in full immediately).

- 5.4. 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.
- 5.5. 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. 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 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, amount of the lump-sum indemnity aimed at compensating EURO 2016 SAS for recovery costs is fixed at forty (40) Euros.
- 5.6. Payments may be made by certain credit cards or by bank transfer, subject to the provisions of Article 5.7 below. Any and all bank charges incurred as a result of any monetary transfer will be the sole responsibility of the Client. EURO 2016 SAS will notify Applicants in the event that any alternative payment options are made available.
- 5.7. 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.
- 5.8. 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 EURO 2016 SAS. 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 EURO 2016 SAS to cancel as of right the allocated Packages, reallocate them to another person and/or entity and retain all monies paid by the Client.
- 5.9. Subject to Article 5.10 below:

- a. in the event of any breach of the Agreement by the Client (including Article 5.8); and/or
- b. EURO 2016 SAS and/or UEFA become(s) aware that any of the circumstances or events referred to in Article 4.6 apply,

EURO 2016 SAS 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.

- 5.10. 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 EURO 2016 SAS (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, EURO 2016 SAS 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 EURO 2016 SAS, with no right to refund for the Client, and may be made available for re-sale to other persons and/or entities.
- 5.11. EURO 2016 SAS 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, EURO 2016 SAS will request Clients to provide the contact details of the relevant person who will collect the Packages on-site. EURO 2016 SAS 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. EURO 2016 SAS shall not be held liable for the lack of or late notification of any relevant information required for delivery of the Packages.

## **6. No right of withdrawal (*droit de rétractation*)**

On distance Sales of the Packages by EURO 2016 SAS, EURO 2016 SAS is a leisure service to be delivered at a determined date or period of time as mentioned in article L. 121-21-8 of the French Consumer Code. Therefore,

the right of withdrawal provided for in article L. 121-21 of same French Consumer Code shall not apply.

## C. **USE OF PACKAGES**

### 7. **Use of Match Tickets and Passes**

- 7.1. 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.
- 7.2. 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 ("*se porte fort*") Guest(s) will comply these Terms and Conditions.
- 7.3. Except as expressly permitted herein, the resale or transfer of the Match Tickets, Passes or any part of the Package is strictly prohibited without EURO 2016 SAS's or 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 EURO 2016 SAS or UEFA become aware that Match Tickets or Passes are being offered or sold illegally.
- 7.4. 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. EURO 2016 SAS and UEFA reserve 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.

**7.5. Ticket Holders shall not:**

- a. run any advertisements or promotions relating to EURO 2016 SAS, UEFA, UEFA EURO 2016™ or any Match;
- 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.

7.6. All Match Tickets and/or Passes remain the property of EURO 2016 SAS and/or 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.

**8. Entrance**

- 8.1. Access to the Stadium 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. 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. EURO 2016 SAS's and 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.

8.3. 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.

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

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. 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.

9.3. 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.

9.4. 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.

## 10. Damages

10.1. 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.

## 11. Sound and Image Recordings

11.1. 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.

11.2. 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**

### **12. Non-Compliance with the Terms and Conditions**

- 12.1. 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).
- 12.2. The Client shall indemnify EURO 2016 SAS and UEFA and their affiliates, 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).

### **13. Disclaimer of Liability**

- 13.1. EURO 2016 SAS and UEFA shall not be liable for, and the Ticket Holder will not assert any claim of any nature against EURO 2016 SAS and UEFA for, any act or omission of or any breach or default by any person other than EURO 2016 SAS and UEFA, subject to the remainder of this Article 13.
- 13.2. To the extent permitted by applicable law, EURO 2016 SAS, UEFA and their 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.

- 13.3. Subject to Article 13.2, EURO 2016 SAS's and UEFA'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 EURO 2016 SAS from the Client at the relevant date for the relevant Package to which that Match Ticket relates.
- 13.4. Notwithstanding Articles 13.2 and 13.3, 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.
- 13.5. Subject to Article 13.4, EURO 2016 SAS and UEFA will not 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.
- 13.6. 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.

## **14. Default**

- 14.1. If, in the reasonable opinion of EURO 2016 SAS, 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;
- c. EURO 2016 SAS or UEFA may refuse the Ticket Holder entry into the Stadium and/or the Hospitality Facilities, without any refund; and/or
- d. EURO 2016 SAS or UEFA may require such persons to leave the Stadium and/or the Hospitality Facilities without any refund.

The rights and remedies of EURO 2016 SAS and UEFA under this Article 14 shall be in addition to any other right or remedy of EURO 2016 SAS and UEFA under the Terms and Conditions or under applicable law.

## **15. Unauthorised Spectators**

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 7.1 of the Terms and Conditions.

## **16. Data**

- 16.1. As data controller, EURO 2016 SAS collects and processes, in compliance with French law n°78-17 dated 6 January 1978 as modified, 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.
- 16.2. EURO 2016 SAS and UEFA shall be permitted to transfer the Client's personal data and the names of their Guests to third parties, including, the host association 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.

16.3. Any Client or Guest whose personal data are processed by EURO 2016 SAS in the framework of these Terms and Conditions shall have a right the right to access and rectify his/her personal data in compliance with French law n°78-17 dated 6 January 1978 as modified. Any requests relating thereto shall be sent to [hospitality@euro2016.fr](mailto:hospitality@euro2016.fr).

## 17. Unforeseen Circumstances

17.1. 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.

17.2. In the event of cancellation, abandonment, postponement or replaying of the Match, Article 13 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 13.2 and 13.4, EURO 2016 SAS and 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.

## 18. Information

18.1. Any information requests should be addressed to EURO 2016 SAS, 112, avenue Kléber - CS 81671, 75773 Paris CEDEX 16, France or sent by email to: [hospitality@euro2016.fr](mailto:hospitality@euro2016.fr).

## 19. Severability, Amendment and Waiver

- 19.1. EURO 2016 SAS and UEFA reserve 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. EURO 2016 SAS will notify the Client of such changes if they materially affect the Client's rights as a consumer.
- 19.2. Without prejudice to Article 19.1, if EURO 2016 SAS and UEFA determine that the Match Tickets and/or Passes will be issued in an electronic format, EURO 2016 SAS will notify the Client. In such circumstances, additional terms and conditions may apply.
- 19.3. 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.
- 19.4. 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.
- 19.5. EURO 2016 SAS shall have the right to transfer, assign, sub-license or sub-contract any of its rights and/or obligations hereunder to UEFA without requiring the consent of the Client.

## 20. Authentic text

- 20.1. The Terms and Conditions have been drafted in the English language and are available on the UEFA Website. A French language translation is also available. In the event of any discrepancy between the English and French translated version, the English version shall prevail.

## 21. General

- 21.1. 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.
- 21.2. 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.
- 21.3. If the Ticket Holder fails to comply with any of the provisions of the Terms and Conditions, EURO 2016 SAS and UEFA may at their 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 EURO 2016 SAS to the Client of Match Tickets and Passes, in each case without any refund.
- 21.4. The Terms and Conditions are governed by the laws of France. The parties agree that the courts of Paris, France have exclusive jurisdiction to settle any dispute arising under or in connection with the Terms and Conditions. EURO 2016 SAS and UEFA shall also be entitled to seek temporary, provisional or injunctive measures in the courts of the domicile of the Client.