# UEFA FUTSAL CUP FINALS LISBON 2010 TICKETING TERMS AND CONDITIONS

# A. <u>INTRODUCTION</u>

## 1. Scope

The following terms and conditions ("Terms and Conditions") are designed to ensure a fair, correct and efficient functioning of the purchase process relating to the tickets for the UEFA EUROPEAN FUTSAL CUP FINALS 2010. The sale and use of such tickets are subject to the following Terms and Conditions and any other applicable laws or regulations.

#### 2. Definitions

Applicant: means any individual with legal capacity to acquire Ticket(s) for UEFA EUROPEAN FUTSAL CUP FINALS 2010 matches in accordance with these Terms and Conditions.

SL Benfica: means Sport Lisboa e Benfica Football Club, the entity responsible for implementing the organisation of the UEFA EUROPEAN FUTSAL CUP Finals in Lisbon and for the issue of tickets and whose office are located at Estádio do Sport Lisboa e Benfica, Porta 18, Av. General Norton de Matos, 1500-313, Lisbon, Portugal.

Guest(s): means any relative(s), close friend(s), colleague(s) and/or the companion to individuals in wheelchairs for whom the Applicant may be applying and to whom Tickets may be transferred in accordance with these Terms and Conditions.

Match: means any match of the UEFA FUTSAL CUP FINALS 2010.

Notification: means the written confirmation or rejection of the allocation of Tickets, to be conducted by SL Benfica.

Hall: means the entire premises of the Hall, and the immediate vicinity of such areas, integrated in a perimeter of security to be defined jointly with the Security Authorities, whose access and presence is only allowed to holders of valid Tickets.

Ticket(s): means a ticket giving right of entrance to the UEFA FUTSAL CUP FINALS 2010 matches in accordance with the information stated thereon.

Ticket Holder: means any individual holding a Ticket, including all Applicants and Guests.

UEFA: means the Union des Associations Européennes de Football, with office at Route de Genève 46, 1260 Nyon, Switzerland.

UEFA FUTSAL CUP FINALS 2010: means the matches of the UEFA FUTSAL CUP FINALS 2010 to be held in Lisbon between 23<sup>rd</sup> and 25<sup>th</sup> April 2010.

# 3. Registration

- 3.1 The sale of tickets is a process on a first come first served basis.
- 3.2 The internet tool will be our tool for selling tickets (<u>www.slbenfica.pt</u>), because the internet is a worldwide possibility to apply for tickets.

3.3 To register in the on-line ticket office of the SL Benfica website you should use the ticket order option available on the homepage.

#### B. <u>SALE OF TICKETS</u>

## 4. Applications

- 4.1. Applicants must choose the price category of the Tickets required.
- 4.2. Applicants expressly declare that they are aware that seats may not be allocated together in the same section of the Hall.
- 4.3. SL Benfica is not liable for incorrect entry of information, any technical malfunctions of the Internet, failure of computer hardware or software, or lost, incomplete or illegible applications.
- 4.4. Applicants declare that they have understood, agreed with and will conform to SL Benfica's statement on privacy and the terms and conditions which can be found on SL Benfica and UEFA websites.

#### 5. Allocation

- 5.1 The sale is on a first come first served basis of the applications. A confirmation e-mail will be sent immediately after payment confirmation.
- 5.2. In principle, tickets will also be sold, during the match day, through the ticket booths at the Hall, and/or other location if needed.
- 5.3. A limited number of wheelchair seating Tickets shall be available for those who are unable to attend a Match without a wheelchair due to their physical handicap. An additional complimentary Ticket will be provided for an accompanying person. The number and location of the seats depend on the configuration of the Hall. These tickets must be acquired directly in the headquarters of SL Benfica.
- 5.4. All sales are final upon payment. Ticket Holders cannot elect to return or exchange Tickets for which a payment has been made without the prior written approval of SL Benfica.

#### 6. Payment and distribution

- 6.1 Payment of tickets bought online can only be made by credit card, due to the fact that the Applicant is buying and reserving his tickets online.
- 6.2 The Applicant by using the online payment with credit card will have to provide the credit card information at the end of the purchase process, in a safe zone of the Website which guarantees that the data are not violated nor visualized at any moment of the process.
- 6.3 The Applicant will have to insert in the safe page the following information:

Number of the credit card: 16 digits;

Validity: month and year of validity of the credit card;

CVV: the 3 last digits on the back of the credit card.

- The total amount due shall include an administrative charge calculated on the total value of the Tickets allocated, which shall be 5 % (maximum 5 Euro per order) for Portuguese residents and 10% (maximum 10 Euro per order) for non-Portuguese residents.
- 6.5 Tickets could be collected by the Applicants, from 6 April onwards until match day, at 12:00, at the Hall, and/or other location if needed, during the opening hours. Duplicate Tickets will not be issued for any reason whatsoever.
- 6.6 The ticket will be issued in normal standard paper ticket. Each ticket would have UEFA FUTSAL CUP FINALS 2010 personalization. Each ticket will have security features and would be forgery proof.
- 6.7 The admission ticket will in any case have the following information on it:
- Denomination of the Day Matches;
- Names of the Teams playing the match;
- Name of the Hall:
- Date of the Match:
- Kick-off time (Portuguese time);
- Gate, block, row and seat indicators;
- Price of the ticket in Euros;
- Holographic stamp
- UPON REQUEST, APPLICANTS SHALL PROVIDE FULL DETAILS INCLUDING NAME AND ADDRESS OF THE GUESTS. IN THE EVENT THAT APPLICANTS REFUSE TO PROVIDE SUCH DETAILS SLBENFICA RESERVES THE RIGHT TO DENY TICKET(S) ALLOCATION OR, IF NECESSARY, TO PREVENT THE ENTRANCE TO THE HALL OF THE APPLICANT AND GUESTS AND CANCEL THE RELEVANT TICKET(S) WITH NO RIGHT TO REFUND. APPLICANTS SHALL BE FULLY AND UNCONDITIONALLY RESPONSIBLE FOR ENSURING THAT GUESTS ARE AWARE OF, AGREE TO AND COMPLY WITH THESE TERMS AND CONDITIONS. IN PARTICULAR, APPLICANTS ARE OBLIGED TO PASS TO THEIR GUESTS A COPY OF THESE TERMS AND CONDITIONS.

# C. <u>USE OF TICKETS</u>

## 7. Entrance

- 7.1 Entrance to the Hall shall only be authorised upon presentation of a complete and valid Ticket per person and, upon request, a proof of identity with photograph and valid signature. Ticket Holders leaving the Hall shall not be re-admitted.
- 7.2 Children under the age of 3 can not attend the matches. 3-year old children or older must hold tickets to attend the matches.
- 7.3 Any person attending a Match acknowledges that his/her presence in and around the Hall is at his/her own risk and that SL Benfica or any other relevant body cannot be held liable for any risk, danger and loss, including bodily harm, personal property damage or loss, or any other incident whether occurring before, during or after the Match, with the exception of incidents arising from gross negligence and/or wilful misconduct.
- 7.4 Entrance to the Hall will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving or who is likely to behave violently, harmfully or contrary to public order. In such circumstances no refunds or compensation will be given.

- 7.5 Any person leaving the hall shall not be re-admitted.
- 7.6 Ticket holders accept to submit to control tests, in accordance with the applicable legal provisions, and they shall be considered to be under the influence of alcohol if they present an alcoholism rate above 1,2 g/l.
- 7.7 Any person at the Hall is strictly prohibited from using, possessing, holding, offering to sell, selling or possessing goods with intent to sell such as drinks, food, souvenirs, clothes, promotional and/or commercial items. All such items may be removed or temporarily confiscated by stewards and/or any other duly authorised persons.
- 7.8 SL Benfica reserves the right to enforce the present Terms and Conditions. The tickets shall continue to be held by SL Benfica and, with the exception of article 8.4, are not transferable. In case of infringement of the Terms and Conditions, the tickets must, upon SL Benfica request, be returned to it.
- 7.9 The inherent rights to the Tickets can only be exercised by his legitimate holder (applicant and guest).

# 8. Safety and security

- 8.1 For the purpose of safety and security all persons attending the match shall, if requested by stewards, safety personnel, and/or any other duly authorised persons, co-operate by: (a) producing a valid Ticket and proof of identity with valid photograph and signature; (b) submitting to inspections, body checks and removal of unauthorised objects; and (c) complying with the instructions and guidelines of such personnel.
- 8.2 It is forbidden to use, possess, hold or bring the following items, without limitation, into the Hall to be assessed at the discretion of the stewards, safety personnel, and/or any other duly authorised persons:
- -All weapons, regardless of type, and all objects that can be used as such;
- -All objects, materials or substances likely to pose a threat to safety, public order, or to disrupt the process of the Match, or cause damage to persons or goods;
- -Projectiles of any kind such as bolts, pieces of wood or metal, stone, glass, cans, bottles (whether filled with combustible substances or not), etc.;
- -Flammable or explosive substances, liquids and gasses, fireworks of any kind;
- -Alcoholic drinks, narcotics or stimulants;
- -Banners or other signs bearing offensive, malicious, provocative or political, religious or ideological texts or messages and commercial/promotional materials;
- -Flags, flagpoles, banners, badges, headgear, inflatable items, or symbols likely to disrupt order and safety or to impair visibility of other spectators;
- -Animals except guide dogs (by prior arrangement with SL Benfica);
- -Promotional and commercial objects and materials of whatever nature, including but not limited to documents, leaflets, badges, signs, symbols, banners and headgear;
- -Other objects identified by the stewards, safety personnel and/or any other duly authorised persons, which may affect security and/or the reputation of SL Benfica, UEFA or any other organization.

# 8.3 It is forbidden, without limitation, to:

- -Conduct any promotional or commercial activity, without the prior written approval of SL Benfica;
- -Throw, cast, thrust or fire one or more objects;

- -Act in violent way or in a way incites violence, racism or xenophobia or which may be interpreted as provocative, threatening, discriminatory, or offensive;
- -Express national, political, religious, ethnic and/or racial ideas or pursuits;
- -Create any threat to the life or safety of himself or others, or harm another person in any way whatsoever;
- -Climb lighting masts, fences, roofs, dug-outs and other apparatus or constructions, or stand on seats:
- -Stand on the pitch or area around the pitch at any time;
- -Move from one sector to another, if this movement is not permitted;
- -Damage persons or goods at any time;
- -Remain longer than is strictly necessary, or enter or leave the Hall at places laid aside for an easy exit in the event of danger, such as entrances, stairs, landings, etc.
- 8.4 APPLICANTS SHALL RETAIN 1 TICKET FOR PERSONAL USE AND SHALL TRANSFER, FOR NO GREATER THAN THE FACE VALUE AND THE PRO-RATED ADMINISTRATIVE AND DELIVERY CHARGES, THE REMAINING TICKETS TO GUESTS FOR THEIR PERSONAL USE. SUBJECT ONLY TO THE FOREGOING SENTENCE, NEITHER APPLICANTS NOR GUESTS MAY SELL, OFFER FOR SALE, AUCTION BY ANY MEANS (WHETHER ALONE OR WITH OTHER ITEMS), RESELL OR OTHERWISE TRANSFER THEIR PERSONAL TICKET WITHOUT THE PRIOR WRITTEN APPROVAL OF FPF.
- 8.5 TICKETS MAY NOT BE USED FOR ANY COMMERCIAL PURPOSES SUCH AS, WITHOUT LIMITATION, FOR PROMOTION, ADVERTISING, USE AS A PRIZE IN A COMPETITION OR SWEEPSTAKE, OR AS PART OF A HOSPITALITY OR TRAVEL PACKAGE (FOR EXAMPLE COMBINING FLIGHTS, HOTEL AND TICKETS) WITHOUT THE PRIOR WRITTEN APPROVAL OF SL BENFICA.
- 8.6 THE APPLICANT ACKNOWLEDGES AND AGREES THAT THE ISSUE OF TICKETS IS PERFORMED IN COMPLIANCE WITH LEGAL RULES AND HALL REGULATIONS. IN CASE OF DISCREPANCY BETWEEN A) HALL REGULATIONS AND B) THE TERMS AND CONDITIONS OF TICKETING SALE, THE LAST ONE SHALL PREVAIL.

# 9. Sound and image recordings

- 9.1 Any person attending a Match acknowledges that it is a public event and thus agrees that use may be made, free of charge, of his/her voice, image and likeness by means of live or recorded video display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.
- 9.2 Any person attending a Match shall not record and/or transmit any sound, image and/or description of the Hall or the Match (as well as any result and/or statistics of the Match) other than for private use. In particular, it is strictly forbidden to disseminate over the internet, radio, television or any other current and/or future media, any sound, image, description, result or statistics of the Match in whole or in part, or assist any other person(s) conducting such activities.

## D. MISCELLANEOUS

## 10. Non-compliance with these Terms and Conditions

10.1 Any Ticket Holders whose actions are inconsistent with, or who's Tickets have not been obtained in accordance with these Terms and Conditions, will be refused entry to the Hall or expelled from the Hall with no right to refund and the relevant Ticket(s) will be cancelled. Ticket

Holders shall be obliged, upon request, to give an explanation as to how, from whom and from where their Tickets have been obtained.

- 10.2 In the event that it appears that either the Applicant or the Guest(s) have not conformed to these Terms and Conditions, the entire group (Applicant and Guest(s)) will be refused entry to the Hall or expelled from the Hall with no right to refund and the relevant Tickets will be cancelled.
- 10.3 SL Benfica, using its decision powers, reserves the right to instigate other legal actions.

#### 11. Indemnification

Applicants and Guests are responsible for the use of all Tickets allocated to them and shall indemnify and hold SL Benfica and UEFA harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from or arising out of a breach of these Terms and Conditions.

# 12. Unauthorised spectators

Individuals banned from attending football matches by the competent authorities or sports governing bodies are prohibited from receiving Tickets. If this situation occurs, such persons will be refused entry to the Hall or expelled from the Hall with no right to refund and the relevant Tickets will be cancelled.

#### 13. Data

Applicants acknowledge and agree that the personal data contained in the Application Form is collected by SL Benfica and will be entered into a database owned by the SL Benfica and that SL Benfica may transfer such data to third parties. Applicants agree that such personal data will be used primarily in connection with the Ticket sales and/or any relevant safety and security measures. Furthermore, provided that consent has been specifically given by Applicants in the Application Form, personal data can be used in order to provide Applicants with information on products and services of UEFA or other companies which have been carefully selected by UEFA, as well as in connection with future commercial activities or other UEFA events.

# 14. Unforeseen circumstances

- 14.1 SL Benfica reserves the right to make alterations to the times, dates and places of the Matches under unforeseen circumstances, including without limitation, force majeure, any safety and security concerns or decisions from UEFA or any other competent authority.
- 14.2 In the event that any Matches are cancelled, an adequate and proportionate refund/compensation process may be set up depending on the circumstances, within the limits of the applicable law.

## 15. Information

Any information requests should be addressed to SL Benfica:

By mail to the SL Benfica Ticketing Department located at \_Estádio do Sport Lisboa et Benfica, Av. General Norton de Matos, 1500 - 313 LISBOA

By phone to the following number: +351 21 721 95 38

By e-mail to www.slbenfica.pt

#### 16. Severability and amendments

- 16.1 In the event that any provision(s) of these Terms and Conditions are declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions shall remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 16.2 Within the limits of the applicable law, SL Benfica reserves the right to make reasonable amendments to these Terms and Conditions from time to time, which updated version shall be available on the SL Benfica website ( <a href="http://www.slbenfica.pt">http://www.slbenfica.pt</a>) and, upon request, from SL Benfica at the address set out in Article 2.

#### 17. Authentic text

These Terms and Conditions have been drafted in English and translated into other languages, including Portuguese. The Applicant acknowledges and agrees that he/she has read and understood these Terms and Conditions and that he/she is fully aware of the rights and obligations arising there from. In the event of any discrepancy between the English and translated texts, the English text shall prevail.

## 18. Applicable law and jurisdiction

- 18.1 These Terms and Conditions shall be governed by and interpreted in accordance with the substantive laws of Portugal.
- 18.2 All disputes arising from or related to these Terms and Conditions shall be resolved by the competent court in Lisbon, Portugal. Nevertheless, SL Benfica reserves the right to pursue any legal proceedings in the competent courts at the defendant's domicile.

By accepting the Ticketing Terms and Conditions:

- I agree that my personal data may be communicated, in terms of the law or by the authorisation from CNPD, to the public security authorities for purposes of maintaining public security.
- I acknowledge that I may access, alter and, if tickets are not allocated to me, delete my personal identification information by sending a letter to the address set out in Article 15 of the ticketing terms and conditions.
- I authorise SL Benfica to debit the amount due from my credit card.
- I confirm that I have read, understood and agree to be bound by the UEFA FUTSAL CUP FINALS 2010 Ticketing Terms and Conditions. Moreover, I agree to be responsible for ensuring that the other persons for whom I have applied are aware of and comply with these Terms and Conditions.