

# UEFA CHAMPIONS LEAGUE FINAL 2012 TICKETING TERMS AND CONDITIONS

## A. INTRODUCTION

### 1 Scope

The following UEFA CHAMPIONS LEAGUE FINAL 2012 Ticketing terms and conditions ("Terms and Conditions") are designed to ensure a fair, correct and efficient process for the purchase and use of Ticket to the UEFA CHAMPIONS LEAGUE FINAL 2012. The sale and use of such Ticket are subject to the following Terms and Conditions and any other applicable laws or regulations (as defined below under "Regulations") pertaining to access and usage of the Fussball Arena München.

### 2 Definitions

Applicant	means any individual with legal capacity to apply for Ticket(s) to the UEFA CHAMPIONS LEAGUE FINAL 2012 in accordance with these Terms and Conditions.
Application Form	means the document submitted by an Applicant online as specified under Article 3.1 of these Terms and Conditions in order to be considered for Ticket.
Guest	means an individual for whom the Applicant may apply for Tickets (or to whom he may transfer such Tickets) in accordance with these Terms and Conditions. Children under 4 years of age will not be permitted to attend the UEFA CHAMPIONS LEAGUE FINAL 2012. Children aged 4 and older attending the UEFA CHAMPIONS LEAGUE FINAL 2012 must be accompanied by an adult over 18 years of age and must be in possession of a valid Ticket.
Host Association	means the German Football Association, which is responsible for implementing the organisation of the UEFA CHAMPIONS LEAGUE FINAL 2012 in Munich and to whom successful Applicants pay for the Tickets, with its registered office located at Otto-Fleck-Schneise 6, 60528 Frankfurt, Germany.
Match	means the UEFA CHAMPIONS LEAGUE FINAL 2012 to be held at the Stadium on 19 May 2012 at 20:45 local time.
Notification	means the confirmation or rejection of the application for the allocation of Tickets by the HOST ASSOCIATION.
Regulations	means, without limitation, the terms of the following: <ul style="list-style-type: none"><li>• Laws and regulations of Germany,</li><li>• Stadium Regulations, and/or</li><li>• UEFA and HOST ASSOCIATION Statutes and Regulations.</li></ul>
Stadium	means the entire premises of Fussball Arena München,

	including all areas which require a Ticket to gain access.
Ticket(s)	means a Ticket entitles the Ticket Holder admission to the Match in accordance with these Terms and Conditions and the information stated thereon.
Ticket Holder	means any individual holding a Ticket.
UEFA Champions League Final 2012 Ticket Portal	means the platform on which Applicants can apply for the Ticket(s) at <a href="https://ticketing.uefa.com/uefachampionsleague">https://ticketing.uefa.com/uefachampionsleague</a> .
UEFA	means the Union des Associations Européennes de Football, which is responsible for the organisation of the UEFA Champions League Competition, with offices at Route de Genève 46, 1260 Nyon, Switzerland.

## **B. TICKETS**

### **3 Applications**

- 3.1 Individuals may apply for Tickets to the Match via the UEFA Champions League Final 2012 Ticket Portal at <https://ticketing.uefa.com/uefachampionsleague>. Failure to complete the Application Form correctly will result in the application being rejected. The order form constitutes a mere offer to conclude a contract and requires subsequent confirmation from UEFA and the HOST ASSOCIATION (or their agents). Even if applications may be submitted via telecommunication channels as defined in para 2 of section 312b of the German Civil Code (cf. §312b Abs.2 BGB), this does not constitute a "distance contract" under §312b Abs.3 Nr.6, i.e. Ticket buyers will not be entitled to any right of cancellation within a two-week period of notice.
- 3.2 Each Applicant can apply for a maximum of two (2) Tickets. Any duplicate or multiple applications made by any Applicant will be rejected. UEFA, the HOST ASSOCIATION and their agents reserve the right to cancel or reject any application at their sole discretion. False applications may be subject to contractual and criminal sanctions; UEFA, the HOST ASSOCIATION and their agents reserve the right to file claims for compensation.
- 3.3 Applicants must understand and acknowledge that Tickets cannot be guaranteed. Applicants may only apply for one price category. In the event Tickets in the applied-for price category are sold out, UEFA, the HOST ASSOCIATION and their agents may allocate Tickets in a different price category or area than that requested by the Applicant, in case the Applicant has expressly confirmed this option in the application process.
- 3.4 Neither UEFA nor the HOST ASSOCIATION are liable for any damages sustained as a result of incorrect entry of information, any technical malfunctions of the internet, any failure of computer hardware or software, or any lost, incomplete or illegible applications, unless UEFA or the HOST ASSOCIATION can be proven to be at fault.
- 3.5 Applicants shall indicate, by clicking the respective confirmation button/field, that they have understood, agreed with and will conform to UEFA's statement

on privacy <http://www.uefa.com/uefa/PrivacyPolicy.html>, as well as to these Terms and Conditions.

#### **4 TICKET Allocation**

- 4.1 Submission of Application Form: Application Form must be registered via the UEFA Champions League Final 2012 Ticket Portal no later than by 18:00 CET on 16 March 2012. Late applications will not be accessed or processed. APPLICANTS ARE REQUIRED TO SPECIFY, EVEN ON THE APPLICATION FORM, THE FULL NAME AND ADDRESS OF THEIR GUEST; THEY ARE ALSO RESPONSIBLE FOR ENSURING THAT THEIR GUEST UNDERSTANDS, AGREES AND CONFORMS TO THESE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS.
- 4.2 If demand exceeds supply for the Match and/or category, all Tickets and/or category thereof shall be allocated by random selection via a ballot. All Applicants, whether successful or unsuccessful, will be informed by email not later than by 2 April 2012. Said information shall be deemed the earliest manifestation of the conclusion of a contract between the Ticket Holder and the HOST ASSOCIATION, delivery of the physical tickets the latest. Tickets are sold exclusively by order and for account of the HOST ASSOCIATION.
- 4.3 A limited number of Tickets for wheelchair users, which shall be charged at the Category 4 price, will be available. Furthermore, a complimentary Ticket will be provided for the wheelchair user's personal assistant/carer. If demand for these Tickets exceeds supply such Tickets shall be allocated by random selection via a ballot.

#### **5 Payment and Distribution of Tickets**

- 5.1 Payment for Tickets may only be made by using a valid credit card (MasterCard, Diners, JCB or Visa). The total amount for the purchase of Tickets will be charged during the period from 17 March 2012 to 2 April 2012 to the credit card specified in the Application Form and will include an administrative charge, as follows:
- (a) Within Germany €10;
  - (b) Within Europe €20;
  - (c) Outside of Europe €35.

Sufficient funds must be available in order to purchase Tickets and the credit card must have an expiry date beyond May 2012. Non-payment or insufficient payment shall entitle UEFA and the HOST ASSOCIATION (or their agents) to cancel the allocated Tickets and re-allocate them to another Applicant. In such cases, UEFA and the HOST ASSOCIATION (or their agents) expressly reserve the right to claim compensation.

- 5.2 Except as provided in Article 5.3 below, Tickets will be dispatched until end of April 2012, by a reliable express courier commissioned thereto by UEFA or the HOST ASSOCIATION, to the declared delivery address of the Applicant stated

on the Application Form as specified under 3.1 of these Terms and Conditions. Shipping will be at the Applicant's risk and expense.

- 5.3 As part of the general effort aimed at maximizing safety and security during the event, UEFA and the HOST ASSOCIATION may select limited amount of Tickets for personal pick-up on the day of the Match in the location communicated by UEFA sufficiently in advance of the Match. Such location shall be in the close vicinity of the Stadium or in the city centre of Munich. In order to collect the Ticket(s), the Applicant must present the same credit card as was used to pay for the Tickets and another form of identification (passport or national ID card) for the Applicant and Guest(s). UEFA will communicate the exact details of the Ticket collection point as well as the time during which it shall be collected no later than seven (7) days before the Match.
- 5.4 Duplicate Tickets will not be issued under any circumstances. In any event, the Applicant shall assume the risk of any Ticket loss or damage or late delivery, unless UEFA and/or the HOST ASSOCIATION can be proven to have acted with intent or gross negligence. Any Ticket loss shall be notified to UEFA and the HOST ASSOCIATION without delay. UEFA and the HOST ASSOCIATION shall be entitled to disable tickets immediately following receipt of such notification. New Ticket(s) will only be issued if the Applicant is able to prove he is not at fault and if he is prepared to provide an affidavit to this effect. Charges may be filed against Applicants found to have sent any Ticket loss notification with fraudulent intent. A handling surcharge may be applied for the issue of new Tickets.
- 5.5 Ticket Holders are obliged to check order confirmations and the physical tickets received for any inaccuracies, in particular with regard to their number, price, and category. Complaints about obvious defects (N.B.: the allocation of tickets as specified under Article 3.3 of these Terms and Conditions shall NOT be considered a defect) such as faulty printing, missing key data, e.g. seat number, etc. shall be made within ten days following receipt of the Tickets in writing, either by e-mail or regular mail, to the contact address provided. Ticket Holders whose complaints arrive on time and are considered justified, will receive new tickets free of charge. Article 3.3 of these Terms and Conditions shall remain unaffected. The date of receipt of the complaint at the HOST ASSOCIATION shall be deemed decisive. Complaints sent after the ten-day period specified above shall not be considered, and no Tickets will be taken back and/or exchanged.

## **6 Use of Tickets / Liability**

- 6.1 Entrance to the Stadium shall only be authorised upon presentation of a complete and valid Ticket per person and, upon request, valid proof of identity (**passport or national ID card**). Ticket Holders leaving the Stadium shall not be permitted to re-enter with the same Ticket.
- 6.2 Neither UEFA nor the HOST ASSOCIATION (including their respective legal representatives and agents) will be liable for any loss, injury or damage, howsoever caused, to the Ticket Holder, except they are found to have acted with intent, gross negligence, or failing to meet material contractual obligations; in the latter case compensation will be limited to the damage deemed reasonably likely to occur at the time of concluding the contract. For the avoidance of doubt, "Material contractual obligations" shall be defined as

indispensable for contract performance; breaching them endangers the very purpose of the contract, and Ticket Holders have every right to expect that these obligations are duly met. The limitation of liability referred to above does not apply to claims for damage to life and limb or health, nor to offences legally classified as triggering liability.

- 6.3 The Applicant and the Guest are responsible for the use of their allocated Tickets and will hold UEFA and the HOST ASSOCIATION harmless against all and any claims for damages filed in connection with a breach of these Terms and Conditions and the Regulations.
- 6.4 All Tickets remain the property of UEFA. Any breach of these Terms and Conditions will result in Tickets declared null and void and in the Ticket Holder being refused access to the stadium. Tickets shall, upon UEFA's request, be returned to UEFA.
- 6.5 AS PART OF THE GENERAL EFFORT TO PREVENT VIOLENCE IN THE STADIUMS, TO ENFORCE STADIUM BANS, TO SEPARATE THE SUPPORTERS OF OPPOSING TEAMS, TO PREVENT THE UNAUTHORIZED SALE OF TICKETS FOR COMMERCIAL PURPOSES, ESPECIALLY TICKET SPECULATION, AND TO ENSURE THE FAIR AND TRANSPARENT ALLOCATION OF TICKETS TO FANS, THE TRANSFER OF TICKETS SHALL BE CONSIDERABLY RESTRICTED:

Applicants shall purchase Tickets for their own and their Guest's PERSONAL USE only. Tickets may only be transferred observing Article 4.1 above AND FOR NO GREATER THAN THE FACE VALUE AND THE PRO-RATED ADMINISTRATIVE CHARGES. Any other use or transfer beyond the scope of these terms and conditions shall not be permitted, unless UEFA'S OR THE HOST ASSOCIATION'S PRIOR WRITTEN APPROVAL HAS BEEN given. In particular, the following activities shall not be permitted:

- auctioning of Tickets (e.g. on the internet);
  - transferring Tickets to dealers or re-sellers not authorized by UEFA or the HOST ASSOCIATION;
  - transferring or offering Tickets at a price exceeding the face value price plus 10 percent surcharge;
  - transferring Tickets to third parties who, for security reasons, have been banned from attending sports events.
- 6.6 IN THE EVENT OF UNAUTHORIZED TICKET TRANSFERS, IN PARTICULAR SUCH AS DESCRIBED UNDER 6.5 ABOVE, UEFA AND THE HOST ASSOCIATION SHALL BE ENTITLED TO PROCEED AS FOLLOWS:
- IN CASES WHERE TICKETS HAVE BEEN OFFERED FOR RE-SALE, NOT DELIVER THEM TO THE APPLICANT CONCERNED;
  - IN CASES WHERE UEFA AND THE HOST ASSOCIATION HAVE REASON TO SUSPECT THAT STADIUM VISITORS' SAFETY AND SECURITY MAY BE AT RISK AND/OR THAT TICKET TRANSFERS ARE UNAUTHORIZED, DISABLE THE TICKETS IN QUESTION AND

REFUSE ACCESS TO THE TICKET HOLDER/GUEST OR HAVE THEM REMOVED FROM THE STADIUM;

- IN CASES WHERE THE TICKET HOLDER OR GUEST IS FOUND GUILTY OF AN OFFENCE UNDER THESE TERMS AND CONDITIONS, IMPOSE A FINE OF UP TO EUR 2,500 PAYABLE BY THE OFFENDER(S), THE DETERMINING FACTOR BEING THE NUMBER AND PRICE OF THE TICKETS THUS SOLD OR TRANSFERRED.

NOTWITHSTANDING THE ABOVE, UEFA AND THE HOST ASSOCIATION RESERVE THE RIGHT TO RAISE ADDITIONAL CLAIMS.

## **C. SAFETY AND SECURITY**

### **7 Entry to the Stadium**

7.1 For the purpose of maintaining safety and security, all persons attending the Match shall, if requested by police, stewards, safety personnel, and/or any other duly authorised persons, co-operate by at any time: (a) producing a valid Ticket and photographic proof of identity (passport or national ID card) (b) submitting to inspections, body checks and removal of unauthorised objects; and (c) complying with the instructions and guidelines of all such personnel.

7.2 On the Stadium premises, all Regulations, in particular the Stadium Regulations and all other provisions issued to safeguard safety and security, shall be deemed binding and mandatory. The Stadium Regulations are on display in the Stadium and may be viewed on <http://allianz-arena.de/de/service/stadionordnung>. No person shall enter or attempt to enter the Stadium whilst drunk or under the influence of mind-altering drugs, or in possession of or attempting to bring the following items, without limitation, into the Stadium:

- (a) all weapons, regardless of type, and all objects that can be used as such;
- (b) 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;
- (c) projectiles of any kind such as bolts, pieces of wood or metal, stone, glass, cans, bottles (whether filled with combustible substances or not), prohibited containers which are, or were, capable of holding liquid and which, if thrown, would be capable of causing injury to another person;
- (d) flammable or explosive substances, liquids and gasses, fireworks or flares of any kind;
- (e) alcoholic drinks, narcotics or stimulants;
- (f) banners or other signs or material bearing offensive, malicious, provocative, political or racial or sectarian text or messages;

- (g) flags, flagpoles, banners, badges, headgear, inflatable items, or symbols likely to disrupt order and safety or to impair other spectators' sightlines;
- (h) animals – except guide dogs (by prior arrangement with the HOST ASSOCIATION);
- (i) other objects identified by police, stewards, safety personnel and/or any other duly authorised persons, which may affect security, public health, public order and/or the reputation of UEFA and the HOST ASSOCIATION or contravene the Stadium Regulations;
- (j) promotional and commercial objects and materials of whatever nature, including but not limited to documents, leaflets, badges, signs, symbols, banners and headgear.

7.3 Whilst inside the Stadium no person shall:

- (a) throw, cast, thrust or fire any objects;
- (b) act in a violent way or in any way incite violence, racism, sectarianism or xenophobia which may affect security, public health, public order and/or the reputation of UEFA and/or the HOST ASSOCIATION;
- (c) express nationalist, political, religious, ethnic and/or racial ideas or pursuits;
- (d) create any threat to the life or safety of himself/herself or others, or harm another person in any way whatsoever;
- (e) climb lighting masts, fences, roofs, dug-outs, and any other apparatus or constructions, or stand on seats;
- (f) stand on the pitch or area around the pitch at any time;
- (g) stand within viewing areas of the Stadium;
- (h) smoke within the Stadium;
- (i) move from one sector to another, if this movement is not permitted;
- (j) damage persons or goods at any time;
- (k) remain longer than is strictly necessary at places or passage-ways designed to allow for easy exit in the event of danger, such as emergency exits, entrances, stairs, landings etc., or enter or leave the Stadium via such routes.

7.4 Ticket Holders and Guests shall be aware that non-compliance with the Stadium Regulations and with the provisions specified in Articles 7.2 and 7.3 of these Terms and Conditions may result in their immediate eviction from the Stadium and may lead to them being charged under civil and criminal law. Their Tickets will no longer be valid. Article 6.6 of these Terms and Conditions applies.

## **D. MISCELLANEOUS**

### **8 Commercial Activity**

- 8.1 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 UEFA.
- 8.2 No person at the Stadium may conduct promotional or commercial activity, including transmitting of match results, statistics or other data to unauthorised third parties, without the prior written approval of UEFA.
- 8.3 Any person at the Stadium is strictly prohibited from using, possessing or holding goods with promotional or commercial aims, as well as offering to sell, selling or possessing goods with the intention to sell such drinks, food, souvenirs, Tickets, clothes, promotional and/or commercial items. All such items may be removed or temporarily confiscated by the Police and/or by stewards and/or any other duly authorised persons.

### **9 Sound and Image Recordings**

- 9.1 Any person attending the Match acknowledges 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 the Match shall not record and/or transmit any sound, image and/or description of the Stadium 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. Each Ticket Holder hereby assigns any future copyright in any photographs, films or recordings made in breach of these Terms and Conditions to UEFA.
- 9.3 Para 2 of Section 23 of the German Art Copyright Act (§23 Abs.2 KunstUrhG) and separate data protection provisions remain unaffected.

### **10 Non Compliance with these Terms and Conditions and Regulations**

- 10.1 Purchase or ownership of a Ticket obliges any Ticket Holder to fully comply with these Terms and Conditions and Regulations. Any Ticket Holder whose actions are inconsistent with, or whose Ticket was obtained in breach of these Terms and Conditions or the Regulations may be refused entry to or ejected from the Stadium without refund and the relevant Ticket(s) will be void. Ticket Holders and/or Guests shall not be entitled to reimbursement of costs and expenses incurred. 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 UEFA and the HOST ASSOCIATION reserve all other legal rights.

## **11 Cancellation**

- 11.1 In the event the Match is postponed prior to kick-off, Tickets will be valid for the rearranged Match. A Ticket Holder unable to attend the rearranged Match shall be entitled to a refund of the ticket face value (including any booking fee and related transaction charge).
- 11.2 In the event the Match is abandoned prior to kick-off and it is not rearranged, a Ticket Holder shall be entitled to a refund of the ticket face value (including any administrative charge or part thereof).
- 11.3 If the Match is postponed or abandoned after kick-off, UEFA and/or the HOST ASSOCIATION shall announce the proportion of the ticket price and/or administrative charge (if any) to be refunded.
- 11.4 If any of the circumstances set out in Article 11.1, 11.2 or 11.3 apply then UEFA and/or the HOST ASSOCIATION will announce the process for requesting a refund, including the form of any request and the organisation to send such requests to (this may be UEFA, its agent, the appropriate participating club or any of these). Ticket(s) must be enclosed with any refund request. Requests for a refund must be made by post and a refund shall only be made if Ticket is included with such refund request. All refunds must be requested in accordance with the foregoing procedure or any additional requirements of UEFA and/or the HOST ASSOCIATION within 28 days of the day of the announcement regarding the claiming of refunds. Refunds will only be paid to the original purchaser.
- 11.5 Except as provided in Articles 11.1, 11.2 and 11.3 above, refunds will not be provided in any other circumstances including, without limitation, where a Ticket Holder is refused entry or ejected from the Stadium or otherwise in breach of these Terms and Conditions or the Regulations.
- 11.6 The relevant organisation will use its reasonable endeavours to process refunds within 90 days. If a refund is provided, neither the HOST ASSOCIATION nor UEFA shall be liable for any other amounts incurred by the Ticket Holder, including, for example, but without limitation for any hotel and/or travel expenses.

## **12 Data Protection**

UEFA and the HOST ASSOCIATION treat data protection with utmost importance. UEFA and the HOST ASSOCIATION collect and use personal data of Applicants and Ticket Holders only in compliance with applicable data protection laws. Such personal data will be treated by UEFA and the HOST ASSOCIATION as strictly confidential.

### **13 Unforeseen Circumstances**

UEFA, the HOST ASSOCIATION and any competent authority, reserves the right to make alterations to the kick-off time, date and venue of the Match under unforeseen circumstances, including without limitation, force majeure, any safety and security concerns or decisions from UEFA or any other competent authority.

### **14 Severability and Amendments**

14.1 In the event that any provision(s) of these Terms and Conditions and Regulations be declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions and Regulations shall remain in effect. Any such void, ineffective or unenforceable provision (s) shall be replaced with an alternative provision that comes closest to the commercial intent of the invalid provision.

14.2 In the event of a change in market conditions and/or legislation and/or jurisprudence of the highest judicial authority, UEFA and the HOST ASSOCIATION are entitled to make, within a two-week period in advance, reasonable amendments to these Terms and Conditions. Such amendments will be notified to the Ticket Holder by letter or e-mail. Unless objections are filed by letter or e-mail within a two-week period following receipt of the notification, amendments will be considered valid and agreed to, provided particular reference has been made to the deemed approval. Objections shall be sent to the contact addresses provided.

### **15 Authentic Text**

These Terms and Conditions have been drafted in German and English languages. Convenience translations in French, Spanish, Portuguese and Italian languages will be also available from UEFA. The Applicant acknowledges and agrees that she/he has read and understood, and that by clicking the respective confirmation button ("I Accept") agrees to be bound by these Terms and Conditions and the Regulations and that he is fully aware of the rights and obligations arising therefrom. In the event of any discrepancy between the German and translated texts, the German text shall prevail.

### **16 Applicable Law and Jurisdiction**

16.1 These Terms and Conditions and Regulations shall be governed by and interpreted in accordance with the Law of Germany.

16.2 All disputes arising from or related to these Terms and Conditions and any disputes arising out of any transaction with the HOST ASSOCIATION shall be resolved by the competent court in Munich. Nevertheless, UEFA and the HOST ASSOCIATION reserve the right to pursue any legal proceedings in the competent courts at the defendant's domicile.

## 17 **Contact**

For any Ticket-related information, enquiries shall be directed to the following hotline numbers and/or e-mail address:

Monday to Friday, from 09:00 to 18:00:

Dialling +49 711 95 41 850

By email to: [customer-service.ucl2012@gm-portal.de](mailto:customer-service.ucl2012@gm-portal.de)