

UEFA SUPER CUP™ 2013 Ticket Charity Auction Regulations

A. GENERAL PROVISIONS

1. Scope

The following terms and conditions (“Charity Auction Regulations”) are designed to set rules and efficient procedure for participating, bidding and purchasing of the Tickets for the UEFA SUPER CUP™ 2013 through charity Auction organized by UEFA via the Ticket Charity Auction Platform and its subsequent use by the winning Participants and their Guests to attend the UEFA SUPER CUP™ 2013. The Auction and use of the Tickets purchased on the Auction shall be subject to the following Charity Auction Regulations, the Ground Regulations and any applicable laws.

2. Definitions

Auction: means a charity auction organized by UEFA in accordance with these Charity Auction Regulations, in which Participants donate five Euros (€5) and submit their Bids for Tickets to the Match, with certain number of the highest bidding Participants (subject to Article 3.1 below) winning Tickets to the Match and UEFA donating the entire proceeds collected from such Auction to charity being CAFE (Center for Access to Football in Europe).

Bid: means a binding, irrevocable offer made by any Participant by submitting his/her bid for the Tickets in an Auction through the Ticket Charity Auction Platform. The Bid may be changed by the Participant at any time after its submission and before the Auction closes.

Bidding & Registration Form: means the form, which shall be filled-out by the Participant and submitted to UEFA in order to register for the Ticket Charity Auction Platform, be able to participate and submit a Bid in the Auction.

Ground Regulations: means the Eden Stadium Visiting Rules as applicable from time to time which can be accessed at:

http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/01/96/04/14/1960414_DOWNLOAD.pdf.

Guest(s): means an individual or individuals identified by the winning Participant following the Auction, who attend(s) the Match together with the winning Participant and to whom Ticket(s) may be transferred by the winning Participant in accordance with these Charity Auction Regulations.

Host Association: means the Football Association of the Czech Republic, which is responsible for implementing the organisation of the Match in Prague, with its registered office located at Diskarská 2431/4, 16017 PRAGUE 6, Czech Republic.

Match: means the UEFA Super Cup™ 2013 to be held at the Stadium on 30 August 2013 at 20:45 local time (or on such other date as notified by UEFA).

Notification: means the notification provided by UEFA to the winning Participants confirming successful completion (winning) of the Auction, charging of their credit card provided during the Registration for the full amount of each Participant's winning Bid and requesting that such winning Participants provide the following information: (1) shipping address where the Tickets are to be delivered; (2) full name(s) and surname(s) of their Guest(s) and (3) date(s) of birth of their Guest(s).

Participant: means any individual (natural person) over 18 years of age with full legal capacity to participate and bid in the Auction and to purchase Ticket(s) for the Match through the Ticket Charity Auction Platform in accordance with these Charity Auction Regulations.

Registration: means the process of providing personal details by each Participant through the Ticket Charity Auction Platform, including his/her: (1) full name and surname; (2) date of birth; (3) email address; (4) phone number; and (5) country of residence, which shall be filled accordingly in the

relevant fields of the Bidding & Registration Form as well as providing the credit card details via a separate payment supplier pop-up screen in order to cover: (1) the Registration Fee being charged immediately upon Registration, and (2) the amount of the Participant's Bid which will be charged only if the Participant is one of the winners of an Auction upon its conclusion.

Registration Fee: means the non-refundable Ticket Charity Auction Platform registration fee of five Euros (€5) payable by the Participant to UEFA at the time of his/her submission of the Bid in the Auction, in accordance with these Charity Auction Regulations. All proceeds collected from payments of the Registration Fee by the Participants will be donated to charity being CAFE (Centre for Access to Football in Europe).

Stadium: means the entire premises of the Eden Stadium in Prague, including all areas which require a Ticket to gain access.

Stadium Operator: means the owner and/or operator of the Stadium being E SIDE PROPERTY LIMITED with offices at U Slavie 1540/2a, 100 00 Praha 10, Czech Republic.

Ticket: means any ticket provided by UEFA to the winning Participants which (subject to the compliance with the UEFA Super Cup™ 2013 Ticketing Terms and Conditions) grants the Ticket Holder the right to attend the Match and occupy a seat or space at the Stadium which is identified on each such paper or plastic ticket.

Ticket Charity Auction Platform: means part of the UEFA Super Cup ticket portal (accessible at UEFA's website: <http://www.uefa.com/uefasupercup/ticketing/index.html>) that allows Participants to register and participate in the Auction and submit their bids for Tickets being subject of such Auction.

Ticket Holder: means any individual who is in actual and legitimate possession of a Ticket including for purposes of these Charity Auction Regulations, the Auction winning Participants and their Guests.

UEFA: means the Union des Associations Européennes de Football with its registered office at Route de Genève 46, 1260 Nyon 2, Switzerland and all its subsidiaries, including without limitation UEFA Events SA.

B. AUCTION OF TICKETS

3. Available Ticket Options

- 3.1 UEFA will auction and sell on the Ticket Charity Auction Platform only very limited quantity of twenty (20) Category 1 Tickets for the Match.
- 3.2 Each Participant can Bid for a minimum of one (1) and maximum of four (4) Tickets to the Match.

4. Registration and Bidding

- 4.1 Participation in the Auction is available only to the registered users of the Ticket Charity Auction Platform who have completed the Registration process (understood as duly filling-out the Bidding & Registration Form, completing payment of the Registration Fee and providing credit card details for the payment of the total amount of the Participant's Bid). UEFA will send a confirmation of successful registration in the Ticket Charity Auction Platform. Only registered users may submit their Bids and participate in the Auction as Participants.
- 4.2 Bids for Tickets can be made online via the Ticket Charity Auction Platform only. The following general rules will apply:
 - (a) Auction will be open for bidding from 29 July 2013 at 12:00 CET and will close on 7 August 2013 at 12:00 CET;
 - (b) Each Participant may submit one (1) Bid only in the Auction and UEFA will be verifying all Bids to ensure that this provision is strictly complied with. For the avoidance of doubt,

each Participant may change his/her Bid at any time after its submission and before the Auction closes;

- (c) Highest bidding Participants for the twenty (20) total Tickets available in the Auction will be considered as winning Participants.
- (d) In case when the same Bids (in terms of value) are received from different Participants, Participant who submitted his/her Bid for more Tickets (in terms of quantity) in the Auction will prevail. UEFA reserves the right to allocate (at its sole discretion) additional Tickets for purposes of the Auction in case when the total amount of Tickets for all winning Participants would exceed twenty (20) Tickets if all highest Bids were accepted;
- (e) In case when two or more Participants make identical Bids, the first Bid made (chronologically) will prevail;
- (f) Participants will not be able to compare Bids placed by other Participants and each Participant will be required to submit his/her Bid which he/she subjectively considers as his/her "best offer" to win the Auction;
- (g) UEFA will donate the entire proceeds collected from such Auction to charity being CAFE (Center for Access to Football in Europe);
- (h) If at any time during or following the conclusion of the Auction, any of the Participants is eliminated from the Auction by UEFA due to violation of these Charity Auction Regulations, the next highest Participant's Bid will be considered for purposes of the Auction;
- (i) Tickets offered in the Auction cannot be exchanged or returned for any other tickets or its face value monetary equivalent;
- (j) Seats may not always be allocated together in the same section of the Stadium;
- (k) Only Participants who had the winning Bids in the Auction will be charged for the full amount of the Bid. All Participants will be charged for the full amount of the Registration Fee. All sales are final upon payment and are non-refundable.

4.3 Participants are prohibited from:

- (a) acting as an agent or submitting Bids on behalf of any third party; and
- (b) influencing or disrupting the bidding in the Auction in any way.

4.4 UEFA will be verifying the Bids submitted in the Auction during its active phase and following its conclusion. In case when any Participant is found to be breaching these Charity Auction Regulations, his Bid will be immediately eliminated from the Auction with no right of refund of the Registration Fee(s).

4.5 All Participants are required to review, acknowledge that they have understood, and agree to comply with UEFA's standard UEFA Super Cup™ 2013 Ticketing Terms and Conditions (with the exclusion of Articles 3, 4 and 5) as well as the Ground Regulations which can all be found on UEFA's website respectively at:

- http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/01/96/04/03/1960403_DOWNLOAD.pdf; and
- http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/01/96/04/14/1960414_DOWNLOAD.pdf.

5. Tickets Allocation, Payments and Distribution

5.1 Winning Participants will receive a Notification and further instructions concerning the Tickets and will be required to provide within twenty-four (24) hours from the receipt of the Notification the following information: (1) shipping address where the Tickets are to be delivered; (2) full name(s) and surname(s) of their Guest(s) and (3) date(s) of birth of their Guest(s). Participants shall be fully and unconditionally responsible for ensuring that Guests are aware of, agree to and comply with the UEFA Super Cup™ 2013 Ticketing Terms and Conditions (see Article 4.5

above). In particular, Participants are obliged to supply their Guests with a copy of the UEFA Super Cup™ 2013 Ticketing Terms and Conditions.

- 5.2 UEFA will immediately charge the credit card for the full amount of the Bid in accordance with the credit card information provided by the winning Participant during the Registration phase.
- 5.3 Failure to provide the information required under Article 5.1 or to collect the payment by UEFA (or if the payment is rejected) as required under Article 5.2 shall entitle UEFA to cancel the allocated Tickets and reallocate them to the Participant having submitted the next highest Bid. Once the payment is successfully completed, the Tickets will be considered as sold to such Participant.
- 5.4 All Participants will be required to pay for their Tickets in Euros (EUR). Only the amounts offered by the winning Participants in their winning Bids will be collected by UEFA following the conclusion of the Auction. There are no other administrative charges, except the Registration Fee, due and payable at the time of submission of the first Bid by each Participant using the Ticket Charity Auction Platform.
- 5.5 Tickets will be issued and distributed no later than two (2) weeks prior to the Match to the address provided by the winning Participants in response to the Notification.

6. Data

- 6.1 The Participant acknowledges and agrees that the personal data provided in the Bidding & Registration Form and the names of his/her Guest submitted pursuant to these Charity Auction Regulations are collected by UEFA and will be entered into a database owned by UEFA. The Participant consents to his/her personal data and the names of his/her Guest being processed for the purposes of the organisation and running of the Match (in particular in connection with the Auction and/or any relevant safety and security measures), and warrants that he/she has obtained the consent of his/her Guest in relation to the same.
- 6.2 UEFA shall be permitted to transfer the Participant's personal data and the names of his/her Guest to third parties, including, the Host Association and the Stadium Operator (and their agents), for the purposes set out above. Furthermore, provided that the Participant has specifically granted his/her consent on the Bidding & Registration Form, his/her personal data can be used to provide him/her (or his/her Guest) with information on products, services, commercial activities and events of UEFA and/or its commercial partners.
- 6.3 Participants and Guests can request a copy of personal data held by UEFA and to correct any such information by writing to: UEFA, Route de Genève 46, 1260 Nyon 2, Switzerland marked "For the attention of Legal Department (Personal Data Request UEFA Super Cup 2013)". The provision of such information may be subject to verification of identity and payment of a processing fee.
- 6.4 By submitting the Bidding & Registration Form, all Participants acknowledge and agree, and shall ensure that their Guest acknowledges and agrees, that they have understood, agree with, and will conform to this Article 6.

7. Governing Law and Jurisdiction

Each Participant agrees that the laws of Switzerland will apply to the Charity Auction Regulations and that any dispute arising under or in connection therewith shall be submitted to the exclusive jurisdiction of the courts of Nyon, Switzerland.