

## Appendix C

### UEFA EURO 2016™ PARTICIPATING NATIONAL ASSOCIATIONS FAN SALES TICKETING TERMS AND CONDITIONS

#### A. INTRODUCTION

##### 1. Scope

Union des associations européennes de football (UEFA), the European governing body responsible for the sport of football at the European level, is the exclusive owner of the commercial rights relating to the final tournament of the UEFA European Football Championship™ 2014-16 ("UEFA EURO 2016™").

The following UEFA EURO 2016™ Participating National Associations Fan Sales Ticketing Terms and Conditions (the "Terms and Conditions") set out the general conditions for requests, purchase and use of participating national associations fan tickets for UEFA EURO 2016™ in France.

##### 2. Definitions

<b>Accessibility Ticket</b>	one of the types of Tickets offered for sale, being a Single Ticket or a FMT Ticket for a disabled person using a wheelchair or for a person requiring easy-access seating.
<b>Allocation Method</b>	the method chosen by the PNAs for the allocation of Tickets being the PNA Allocation Rule or the RDM.
<b>Applicant</b>	any natural person above 18 years of age with legal capacity to enter into an agreement for the purchase of Tickets to UEFA EURO 2016™ in accordance with the Terms and Conditions.
<b>Application Form</b>	the electronic form filled-in and submitted by an Applicant online via the relevant PNA Ticket Portal in order to make a Request, from 14 December 2015 at 12:00 CET (noon) to 18 January 2016 (until 12:00 CET (noon).
<b>EURO 2016 SAS</b>	the company held by both UEFA and the Host Association, being a simplified joint-stock company ("société par actions simplifiée") with a capital of € 50'000, registered under n°531 326 080 R.C.S in Paris, V.A.T identification number FR 47531326080 and with registered office at 112 avenue Kléber – CS 81671, 75773 Paris CEDEX 16, France – Tel: +33 (0) 825 06 2016.
<b>Follow My Team or FMT (if applicable)</b>	a package of Tickets for all the UEFA EURO 2016™ group stage Matches or for all the UEFA EURO 2016™ group stage Matches and some/all knockout Matches (conditional on the Team's advancing) played by a particular Team.
<b>Guest (if applicable)</b>	an individual accompanying the Successful Applicant to the Match(es) to whom Ticket(s) is/are transferred in accordance with Articles 8.1 and 8.2 of the Terms and Conditions, including, where relevant, the individual accompanying a disabled spectator in accordance with Article 3.14.
<b>Host Association</b>	the Fédération Française de Football, with its registered office at 87, Boulevard de Grenelle, 75738 Paris Cedex 15, France, which has been appointed by UEFA as the host association for UEFA EURO 2016™, and granted the right and corresponding obligations to be responsible for the organisation and staging of the Matches.
<b>Match</b>	any official match to be played as part of UEFA EURO 2016™.

<b>Notification</b>	the email notification of the Request confirming the allocation of such Ticket(s) as is/are indicated in such Notification, and sent by EURO 2016 SAS to the email address provided by the Applicant in the Application Form.
<b>Purchase Price</b>	subject to Article 3.7 below, the total purchase price for the Ticket(s) requested by the Applicant in the Application Form, including VAT (calculated at 5,5% of the Purchase Price). The cost of delivery of the Tickets (which shall cover the shipping costs or the handling costs for the personal pick-up of tickets at the place set forth under Article 6.1 b) or 6.2 hereafter, as the case may be) will be charged to the Successful Applicant in addition to the Purchase Price. The total amount due by the Successful Applicant will depend on the delivery method and on the address for delivery. Cost details can be accessed at: <a href="https://euro2016-faq.tickets.uefa.com/en/node/2624">https://euro2016-faq.tickets.uefa.com/en/node/2624</a>
<b>Participating National Association (PNA)</b>	any national association that has qualified for and will participate in UEFA EURO 2016™.
<b>PNA Allocation Rules</b>	a rule or set of rules defined and applied by the PNAs to allocate Tickets to its Applicants, which is indicated and described on the respective PNA Ticket Portal for Applicants to consult when making their Requests.
<b>PNA Ticket Portal</b>	<p>the Internet platform owned and managed by UEFA with sections dedicated to each PNA fans, on which the Registration Form and the Application Form can be completed and submitted at:</p> <p><a href="http://www.EURO2016.com/tickets">www.EURO2016.com/tickets</a></p> <p>PNA Ticket Portals are made available to EURO 2016 SAS by UEFA for the purpose of ticket sales for UEFA EURO 2016™.</p>
<b>Random Drawing Mechanism (RDM) (if applicable)</b>	RDM is a computer-generated system that draws, via random selection, Successful Applicants from the pool of all Requests for the purpose of allocating Ticket(s) based on Match, Price Category, and Ticket Type, in accordance with and subject to the rules set out under Articles 3.6 and 3.7 hereafter. The algorithm which selects those drawn using RDM has been lodged with Maître Vincent ADAM (Huissier de justice) whose offices are located at 99 rue de Prony, 75017 Paris, France.
<b>Registration Form</b>	the electronic form completed online by an individual from 14 December 2015 at 12:00 CET (noon) to 18 January 2016 until 12:00 CET (noon) to register his/her account within the relevant PNA Ticket Portal: <a href="https://euro2016-swe.tickets.uefa.com">https://euro2016-swe.tickets.uefa.com</a>
<b>Regulations</b>	without limitation, the terms of the following:
	<ul style="list-style-type: none"> <li>- Laws of France;</li> <li>- UEFA, EURO 2016 SAS and Host Association's statutes and regulations applicable for the Matches and UEFA EURO 2016™; and</li> <li>- Stadium Rules.</li> </ul>
<b>Request</b>	the order placed by an Applicant via the Application Form for Ticket(s) to UEFA EURO 2016™ Match(es) in accordance with the Terms and Conditions. For the avoidance of doubt, a Request does not create a binding agreement between EURO 2016 SAS and the Applicant unless the requested Ticket(s) have been successfully allocated by the relevant Allocation Method (if applicable) and the Request has been accepted in accordance with Article 5.1.
<b>Single Ticket</b>	one of the types of Tickets offered for sale, being a Ticket for a single Match at one of the Stadiums.

<b>Stadium</b>	the entire premises of any of the official UEFA EURO 2016™ stadiums at which any Match will be played, including all areas which require a Ticket to gain access to. At the publication date of these Terms and Conditions, the official UEFA EURO 2016™ stadiums are:
	<ul style="list-style-type: none"> <li>- Stade de Bordeaux;</li> <li>- Stade Bollaert-Delelis;</li> <li>- Stade Pierre Mauroy;</li> <li>- Stade de Lyon ;</li> <li>- Stade Vélodrome ;</li> <li>- Stade de Nice ;</li> <li>- Parc des Princes ;</li> <li>- Stade de France ;</li> <li>- Stade Geoffroy Guichard ;</li> <li>- Stade Municipal de Toulouse.</li> </ul>
<b>Stadium Owner</b>	the owner, operator or lessee of the Stadium depending on the Stadium for which the Ticket grants access.
<b>Stadium Rules</b>	the "Stadium Rules for UEFA EURO 2016™" which can be accessed at:
	<a href="http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/25/56/31/2255631_DOWNLOAD.pdf">www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/25/56/31/2255631_DOWNLOAD.pdf</a>
<b>Successful Applicant</b>	any Applicant whose Request has been accepted by EURO 2016 SAS in accordance with Article 5.
<b>Team(s)</b>	any national team(s) which has (have) qualified for and will participate in UEFA EURO 2016™
<b>Ticket(s)</b>	the paper or plastic ticket held by the Ticket Holder which (subject to the Terms and Conditions) grants the Ticket Holder the right to attend the Match and occupy a seat at the Stadium as indicated on each such Ticket.
<b>Ticket Holder</b>	any person who is in actual and legitimate possession of a Ticket including, without limitation, Successful Applicants and their Guests (as applicable).
<b>Ticket Type(s)</b>	the Accessibility Tickets, Single Tickets, and/or FMT Tickets (if applicable).
<b>UEFA</b>	Union des associations européennes de football, whose offices are located at Route de Genève 46, 1260 Nyon 2, Switzerland and any wholly owned subsidiary thereof, including but not limited to UEFA Events SA.
<b>UEFA EURO 2016™</b>	the final tournament of the UEFA European Football Championship™ 2014-16 which will be staged in France from 10 June 2016 until 10 July 2016, and for which UEFA holds the relating rights of exploitation under the terms of French Law.
<b>Voucher</b>	any paper, plastic or tangible document which needs to be exchanged for a Ticket prior to the corresponding Match. Vouchers are the exclusive property of UEFA and do not give right of entry to Matches.
<b>Voucher Exchange Point</b>	dedicated point in each of UEFA EURO 2016 host cities where fans of the PNA will be able to exchange their Vouchers for a Ticket prior to the corresponding Match if their team qualifies for the next stage of the knockout phase of the tournament.

## **B. SALE OF TICKETS**

### **3. Request Rules**

#### *General*

3.1. Any Request for Ticket(s) requires the prior registration of the Applicant. Registration is made through the submission of the Registration Form. Applicants will be able to register from 14 December 2015 to 18 January 2016. The conditions for registration are set out in the relevant PNA Ticket Portal terms and conditions available at:

[http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/30/55/77/2305577\\_DOWNLOAD.pdf](http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/30/55/77/2305577_DOWNLOAD.pdf)

An Applicant who completes the Registration Form and is eligible to apply for Tickets under the PNA Allocation Rules, can submit a Request for Ticket(s) via the relevant PNA Ticket Portal which will be open to the PNA fans from noon CET on 14 December 2015 until noon CET on 18 January 2016. During this period, the Applicant may access the relevant PNA Ticket Portal at any time to edit or cancel their Request. Following the closure of the relevant PNA Ticket Portal, no modification or cancellation will be permitted. Timely submission of a correctly filled-in Application Form, properly received by UEFA in the name and on behalf of EURO 2016 SAS, constitutes a firm and non-revocable undertaking to purchase the Ticket(s) indicated in the Application Form, which may be accepted by EURO 2016 SAS in accordance with Article 5.

3.2. The following Ticket Types and price categories (hereinafter “Price Categories”) of Tickets will be available as part of the PNA fan sales:

		PRICE CATEGORY			
		Category 1	Category 2	Category 3	Category 4
TICKET TYPES	Single Ticket	✓	✓	✓	✓
	FMT Tickets (if applicable)	✓	✗	✓	✗
	Accessibility Ticket <sup>*</sup>	✗	✗	✗	✓ <sup>**</sup>

<sup>\*</sup> Accessibility Tickets can be located in various areas of the Stadium, depending on its layout, however all Accessibility Tickets will be priced as Category 4 tickets.

The prices and seat map indicating the location of the seats within each Price Category will be displayed on the relevant PNA Ticket Portal.

The Applicant will not be able to select specific seat(s). Subject to Article 3.6, seats will be randomly allocated based on the Price Category, Ticket Type and quantity of Tickets selected by the Applicant on the relevant PNA Ticket Portal.

3.3. In the Registration Form and/or in the Application Form, each Applicant is required to provide her/his gender, surname/first name(s), date of birth, place of birth, country of residence and nationality, telephone number, email address, passport / ID number, complete postal address, up-to-date credit card details, PNA fan club membership number (if applicable and requested) and proof of disability (if applicable). Upon UEFA’s request, the Applicant shall provide the personal data of her/his Guest(s), being her/his gender, surname/first name(s), date of birth, place of birth, country of residence and nationality telephone number, email address, passport / ID number, complete postal address and, PNA fan club membership number (if applicable and requested) and proof of disability (if applicable).

3.4. It is the sole responsibility of each Applicant to ensure that:

- a. the Registration Form and the Application Form have been filled-in correctly with all required and complete personal details, contact details and payment information;
- b. the mandatory consent(s) in relation to personal data processing and acceptance of the Terms and Conditions as required by UEFA in the Registration Form and in the Application Form is(are) properly given by clicking the respective box(es) in the Registration Form and in the Application Form;
- c. the Application Form is properly submitted to UEFA before the deadline indicated in Article 0. A message on the relevant PNA Ticket Portal will be displayed after the Application Form has been properly submitted. The latest status of the Request can be accessed and verified by logging-in to the Applicant's account on the relevant PNA Ticket Portal; and
- d. sufficient funds and payment limit to cover the Purchase Price (plus any related delivery costs based on the delivery method) for the Ticket(s) (including any credit card bank fees as the case may be) are available on the credit card indicated for payment in the Application Form.

Any failure by the Applicant to comply with the above requirements will result in the Application Form (and thus the applicable Request) being rejected.

- 3.5. By clicking the "SUBMIT YOUR APPLICATION" button/field in the Application Form on the relevant PNA Ticket Portal, the Applicant acknowledges that she/he has read, understood, accepted, and agreed to comply with the Terms and Conditions and gives her/his consent to the execution of the agreement by electronic means as well as to the exchange of information between the Applicant, UEFA and EURO 2016 SAS by email before its conclusion and/or in the course of its performance in compliance with Article L.1369-2 of the French "code civil". Furthermore, in application of Article L-121-21-8 12° of the French consumer code, the right of withdrawal does not apply to the Applicant.
- 3.6. If demand for Tickets does not exceed the supply for Tickets in respect of any Match, Ticket Type and Price Category requested by the Applicant, the Request will be confirmed in accordance with Article 5 by no later than 29 February 2016.

An Applicant whose Request has not been accepted (i.e. no Tickets have been allocated to the Applicant) will be so informed by UEFA no later than 29 February 2016 by updating the Applicant's Request status on the relevant PNA Ticket Portal and by email sent to the address indicated by any such Applicant in the Application Form.

- 3.7. Only if demand for Tickets exceeds the supply of Tickets in respect of any Match, Ticket Type, and Price Category, as requested by the Applicant, Tickets will be allocated to Applicants by the relevant Allocation Method, subject to the rules set out under this Article 3.7. A Request for Ticket(s) for an Applicant for different Matches by way of the relevant Allocation Method can be: (i) fully accepted, (ii) partially accepted or (iii) fully rejected. For the avoidance of doubt, the FMT Ticket can be only (i) fully accepted or (ii) fully rejected. It is understood that the Request for Ticket(s) made by an Applicant for the same Match will be either fully accepted or fully rejected but will never be partially accepted.

The acceptance of the Request made by the Successful Applicant will be confirmed in accordance with Article 5 by no later than 29 February 2016.

- 3.8. In the event that Ticket(s) in the Price Category selected by the Applicant are no longer available, the Applicant may be allocated Tickets in another Price Category via the relevant Allocation Method, provided that Applicant has expressly authorised UEFA to do so by clicking the respective field in the Application Form.

The Applicant recognises and accepts that by clicking the relevant field, the Applicant may have to pay a Purchase Price corresponding to the Price Category directly lower or higher than the one initially requested, thereby resulting in the payment of a lower or higher Purchase Price.

#### *Single Tickets*

- 3.9. The maximum number of Single Ticket(s) that Applicants can apply for is defined by each PNA on their relevant PNA Ticket Portal.
- 3.10. Requests for: (i) more than the maximum number of Single Ticket(s) per Match defined by each PNA on their relevant PNA Ticket Portal; (ii) more than one (1) Match played on the same day; and/or (iii) both Single Tickets and FMT Tickets (as applicable) which include the same Match, are not permitted.

#### *FMT Tickets (if applicable)*

- 3.11. The maximum number of FMT Ticket(s) that Applicants can apply for is defined by each PNA on their relevant PNA Ticket Portal.
- 3.12. Requests for FMT Tickets of the relevant Team can be submitted for: (i) all UEFA EURO 2016™ group stage Matches; (ii) all UEFA EURO 2016™ group stage and round of 16 Matches; (iii) all UEFA EURO 2016™ group stage and up to quarter final Matches; (iv) all UEFA EURO 2016™ group stage and up to semi-final Matches; or (v) all UEFA EURO 2016™ group stage and up to final Matches.
- 3.13. Requests for: (i) more than the maximum number of FMT Ticket(s) defined by each PNA on their relevant PNA Ticket Portal; (ii) more than one (1) Match played on the same day; and/or (iii) both Single Tickets and FMT Tickets which include the same Match, are not permitted.

#### *Accessibility Tickets*

- 3.14. A number of Accessibility Tickets will be available for disabled spectators and will be delivered with a complimentary Ticket for the personal companion/assistant accompanying such disabled Ticket Holder. For the enforcement purposes under these Terms and Conditions, this person will be considered as a Guest. The Applicant applying for this Ticket Category will be required to upload on the relevant PNA Ticket Portal a valid official document confirming her/his disability as well as the valid official document confirming the disability of his/her Guest (if applicable). In this respect, the Centre for Access to Football in Europe (CAFE) and UEFA work in close collaboration.

### **4. Payment**

- 4.1. Payment for the Ticket(s) may only be made by the following credit cards: MasterCard or Visa. The Applicant's credit card shall have an expiry date of no earlier than 31 August 2016.
- 4.2. Following the Request of the Match, Ticket Type, Price Category, and quantity requested by the Applicant, the Purchase Price for the Ticket(s) (including VAT) will be clearly indicated in the Application Form. The Applicant acknowledges that by clicking the confirmation button/field in the Application Form, the Applicant permits the payment to be processed, and the Applicant's credit card to be charged in accordance with Article 4.3, provided the requested Ticket(s) are allocated. The allocation of Ticket(s) constitutes acceptance of the Request by EURO 2016 SAS and will be notified by updating the Applicant's Request status on the relevant PNA Ticket Portal.
- 4.3. Upon conclusion of the Request phase, as defined under Article 3.1 above, and following the allocation process via the relevant Allocation Method (if applicable) EURO 2016 SAS will process the credit card payment between 1 February and 29 February 2016 charging the Applicant's credit card for the Purchase Price (plus any related delivery costs) due for the Tickets selected by the Applicant or allocated via the relevant Allocation Method (if applicable). All Purchase Prices and delivery costs are indicated in the Application Form and all payments will be made in Euro currency (€).

**CAVEAT:**

IN THE EVENT THAT THE APPLICANT'S REQUEST IS ACCEPTED IN ACCORDANCE WITH ARTICLE 5 BELOW, THE APPLICANT UNDERTAKES TO HAVE SUFFICIENT FUNDS FOR THE PAYMENT OF THE TICKET(S) AND FOR ANY RELATED DELIVERY COSTS ON THE ACCOUNT CORRESPONDING TO THE COMMUNICATED CREDIT CARD.

THE APPLICANT UNDERSTANDS AND AGREES THAT HER/HIS REQUEST WILL BE REJECTED AND THAT HER/HIS TICKETS WILL NOT BE ALLOCATED IN THE EVENT THAT THE APPLICANT'S BANK REJECTS PAYMENT OF THE PURCHASE PRICE INCLUDING THE RELATED DELIVERY COSTS.

4.4. The PNA Ticket Portals are located in Switzerland and all credit card payments for the Ticket(s) will be processed in France. The Applicant's credit card issuing bank may levy additional fees or charges for such transaction (including its own foreign currency exchange rates for currency other than Euro). The Applicant shall contact his/her respective credit card issuing bank before submitting the Application Form in order to enquire about the credit card issuing bank's charges, fees and/or foreign currency exchange rates. EURO 2016 SAS shall not be responsible for any such charges, fees and/or exchange rates levied by the Successful Applicant's credit card issuing bank.

## 5. **Request Acceptance**

The agreement between EURO 2016 SAS and the Successful Applicant for the purchase of Ticket(s) will be concluded and confirmed (upon successful credit card payment processing in accordance with Article 4.3) by updating the Applicant's Request status on the relevant PNA Ticket Portal followed by submission of the Notification to the Successful Applicant.

## 6. **Delivery of Tickets**

6.1. Tickets will be delivered to the Successful Applicants in the following way:

- a. by secure delivery service sent to the delivery address of the Successful Applicant indicated in the Registration Form and confirmed in the Application Form by no later than 31 May 2016. The delivery costs will be charged in addition to the Purchase Price. The costs relating to such delivery depend on the geographic location of the Successful Applicant. Details of the costs are available at: <https://euro2016-faq.tickets.uefa.com/en/node/2624>
- b. if a delivery attempt by secure delivery services in the country of residence of the Successful Applicant confirmed in the Application Form is not successful or if secure delivery services to the delivery address of the Successful Applicant confirmed in the Application Form is not possible for other exceptional reasons non-attributable to EURO 2016 SAS, the Ticket(s) will be remitted to such Successful Applicants personally during the official opening hours of the ticket collection point at the Stadium (or in its vicinity) as further described in Article 6.2. In the event of Ticket(s) collection on site due to exceptional circumstances, the resulting costs for EURO 2016 SAS will be borne by the Successful Applicant benefiting from this service. In such case, the details of such method will be communicated to the Successful Applicant in due course. For the avoidance of doubt, if the handling costs are lower than the estimated delivery costs, the difference will be reimbursed to the Successful Applicant; and
- c. in relation to a limited number of Tickets, as part of the general effort aimed at maximising safety and security for the Match and preventing the black market resale of the Tickets, EURO 2016 SAS may decide (at its reasonable discretion) to remit the Tickets personally to the respective Successful Applicants during the official opening hours of the ticket collection point at the Stadium (or in its vicinity), subject to handling fees, as further described in Article 6.2. In this event, any resulting costs for EURO 2016 SAS will be borne by the Successful Applicant. In such case, the details of such method will be communicated to the Successful Applicant in due course. For the avoidance of doubt, if the handling costs are lower than the estimated delivery costs, the difference will be reimbursed to the Successful Applicant.

The Ticket delivery method will be indicated in the Notification and Successful Applicants will not be able to request: (i) a change thereof by EURO 2016 SAS; and/or (ii) a refund of the Ticket(s) on the basis of the distribution method applicable to their Ticket(s).

- 6.2. In the event of the situations described in 6.1.b) and c) above, the Successful Applicants will be informed by email that her/his Ticket(s) can be collected during the opening hours at the Ticket collection point. Such email will be sent no later than ten (10) days before the first Match, and will provide the exact details of the Ticket(s) collection point as well as the opening times during which the Ticket(s) can be collected. Such location shall be in the Stadium or in its vicinity. In order to collect such Ticket(s), the Applicant must show a personal identification document (passport or national identity card) and the print-out of the above mentioned email.
- 6.3. UEFA reserves the right to distribute Vouchers instead of Single Tickets and FMT Tickets (if applicable). Ticket Holders must exchange these Vouchers prior to the relevant Match at a Voucher Exchange Point in the host city where the relevant Match is scheduled in accordance with the instructions issued by UEFA in due course.
- 6.4. Single Tickets and FMT Tickets (if applicable) for Matches in the knockout stage of UEFA EURO 2016™ will be delivered in the form of Vouchers to be exchanged on-site prior to the relevant Match at Voucher Exchange Point in the host city where the relevant Match is scheduled in accordance with the instructions issued by UEFA in due course.
- 6.5. If Single Tickets or FMT Tickets (as applicable) for Matches are allocated for knockout Match(es) for which the Ticket Holder's Team does not qualify, the Ticket Holder will lose his/her right of entry to the Match(es) following the Team's elimination and will be entitled to reimbursement for any amount equal to the face value of the Tickets for the unattended Match(es) after the end of the UEFA EURO 2016™ to the credit card registered in the Application Form.
- 6.6. Tickets and Vouchers shall remain the property of EURO 2016 SAS at all times.

## 7. **Guarantees**

Defective Ticket(s) such as, for example: Tickets with illegible printing or missing seat numbers, shall be notified to EURO 2016 SAS in writing in accordance with Article 18 within seven (7) days of receipt or collection of the Tickets. Defective Ticket(s) will be replaced free of charge provided that the original defective Ticket(s) are returned/remitted to EURO 2016 SAS in their original condition. EURO 2016 SAS shall not be responsible for lost, stolen, damaged or destroyed Ticket(s) after their delivery to the Successful Applicant. In particular EURO 2016 SAS shall not be liable to refund any Ticket(s) or to re-print Ticket(s).

## C. **USE OF TICKETS**

### 8. **Prohibited Use of the Ticket(s)**

- 8.1. Except as expressly permitted in Article 8.2, any resale, transfer of Ticket(s), offer or advertisement of Ticket(s) for resale or transfer, whether for free or for consideration, is strictly prohibited and will result in the cancellation of the Ticket(s).
- 8.2. The Successful Applicant shall be permitted to transfer the Ticket(s) to her/his Guest(s) (if applicable) provided that (jointly):
  - i. the Successful Applicant will attend the Match together with her/his Guest(s);
  - ii. the Tickets are for their personal use;
  - iii. such transfer is free of any additional charges above face value; and
  - iv. Guests, by accepting the transfer of Tickets from the Successful Applicant, agree to be subject to the Terms and Conditions.

8.3. Ticket(s) shall not be:

- a. used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
- b. used as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake;
- c. combined with and sold as part of any package of goods or services; or
- d. combined with and sold as part of any travel or hospitality package (for example combining flights, hotels and Ticket(s)).

8.4. Ticket Holders shall not:

- a. run any advertisements or promotions relating to UEFA, EURO 2016 SAS, 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 via the display of overt commercial messages on clothing worn or items brought into the Stadium; or
- c. exploit any marketing or promotional opportunities in relation to the Ticket(s).

For the avoidance of doubt, no branding, which may be aimed at any promotional or marketing purposes whatsoever, may be displayed by any Ticket Holder at the Stadium.

8.5. Ticket(s) sold, advertised, offered, acquired or used in breach of Article 8 and/or Article 12 of the Terms and Conditions shall be cancelled (and the agreement entered into between EURO 2016 SAS and the Successful Applicant terminated as of right), and any person seeking to use such Ticket(s) will be refused entry or be evicted from the Stadium with no right to refund, and may be liable to further legal action in accordance with the applicable law. Any unauthorised sale or transfer of the Ticket(s) may be reported to the police, public prosecutor and/or any relevant authority.

8.6. Any breach of these Terms and Conditions or of any Regulations' clauses shall entitle EURO 2016 SAS to cancel and invalidate the Ticket and any other Tickets that have been purchased by the Successful Applicant for the same or any other UEFA EURO 2016™ Match.

**9. Entrance to the Stadium**

9.1. Access to the Stadium will be permitted during such hours as specified on the Ticket or as published on the UEFA EURO 2016™ website.

9.2. Entrance to the Stadium shall be:

- a. subject to compliance with the Regulations and the relevant Stadium Rules ;
- b. authorised upon presentation of a valid Ticket per person (regardless of age) and, upon request, proof of identity with valid photograph and signature (passport or national identity card). Ticket Holders leaving the Stadium will not be re-admitted.

**10. Conduct at the Stadium**

10.1. For safety and security purposes, all persons attending the Match, if and when requested by certified safety personnel shall:

- a. present a valid Ticket together with proof of identity with valid photograph and signature (passport or national identity card) in order to verify the Ticket Holder's identity;

- b. submit to inspections, body checks and examinations – including through the use of technical aids – to ensure that they are not in possession of dangerous, prohibited or unauthorised items. Certified safety personnel, shall be entitled to search any Ticket Holder's clothing and her/his belongings, subject to their approval (failing such approval Ticket Holder will not be permitted to enter the Stadium premises);
- c. comply with all instructions and guidelines issued by such persons; and
- d. be subject to additional safety controls inside the Stadium, as the case may arise.

10.2. It shall be strictly forbidden inside the Stadium to express or to disseminate any insulting, racist, xenophobic, sexist (relating to either men or women), religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages or to be in possession of such material;

10.3. Stadium Rules contain detailed lists of prohibited items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein. Abbreviated versions of the Terms and Conditions and/or Stadium Regulations, or simple icons illustrating prohibited items or conduct, may also be reproduced on the Ticket and must be fully complied with by the Ticket Holder.

10.4. Unless otherwise authorised to do so by UEFA, the Host Association and/or EURO 2016 SAS, it is strictly forbidden to do any of the following inside the Stadium:

- a. access areas (e.g. function rooms, VIP and media areas), which are closed to the public or for which access is limited to the holder of a specific Ticket, accreditation and/or, when relevant, a supplementary access device, when the holder of the Ticket, accreditation and/or supplementary access device holder is not entitled to access such areas;
- b. restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits;
- c. enter the pitch or the area around the pitch.

The above list is not exhaustive. Please always refer to the Stadium Rules for more information on the required conduct.

10.5. Fans supporting the teams participating in the Match may not be segregated at the Stadium and each Ticket Holder will be required to behave responsibly and in line with the Stadium Rules.

10.6. No Ticket Holder shall be permitted to place any bets in relation to UEFA EURO 2016™ from inside any Stadium. This obligation stems from the necessity to preserve the integrity of UEFA EURO 2016™ in the face of expanding sports betting, and is in line with the principles set out in the Council of Europe Convention against sports manipulation.

## **11. Sound and Image Recordings**

11.1. Any Ticket Holder attending a UEFA EURO 2016™ Match acknowledges and accepts that use may be made by EURO 2016 SAS, UEFA and all those authorised by them, free of charge, of his/her voice, image and likeness, when he/she was in the Stadium, in still images, audio, visual and/or audio-visual transmissions or materials taken or recorded at such moment and used simultaneously to their capture or any time afterwards in relation to such match and UEFA EURO 2016™ in general.

11.2. Any Ticket Holder attending a Match shall not record, use or transmit over the Internet, radio, television or any other current or future media, any sound, image, recording or description of the Stadium or the match (including any result, statistics, information or other data of the match in whole or in part) - or to assist any other person(s) conducting such activities - other than for private use.

**D. MISCELLANEOUS**

**12. Unauthorised Spectators**

- 12.1. A Ticket Holder is permitted to attend the Match provided that she/he is not an "Excluded Person" and provided that the transfer of the Ticket to the Guest (if applicable) is made subject to and in accordance with Article 8.2 of the Terms and Conditions.
- 12.2. For the purpose of this Article 12, "Excluded Person" means:
  - a. any person banned by a national or international football federation from membership of the fan club for the national football team or banned from any equivalent official supporters club by a football governing body (in any jurisdiction in the World);
  - b. any person banned by UEFA, FIFA, any football governing body or otherwise, from travelling to or attending an association football match;
  - c. any person subject to a football banning order pursuant to a conviction enforceable in France;
  - d. any person banned by the Stadium Owner from attending events at the Stadium; and
  - e. any person who has breached or is in breach (howsoever) of any of the Terms and Conditions.
- 12.3. In the event of Article 12.2 applying, the Ticket(s) of such Ticket Holder shall, for any and all remaining Matches of UEFA EURO 2016™, be cancelled (and the agreement entered into between EURO 2016 SAS and the Successful Applicant for those specific Tickets forthwith terminated as of right) from the moment such Ticket Holder qualifies as an Excluded Person. She/he (as well as any Guests) will therefore be refused entry or be evicted from the Stadium with no right to a refund for the Tickets whatsoever.

**13. Personal Data**

- 13.1. The personal data requested in the Registration Form and/or in the Application Form is necessary to make and handle the Request. This information is registered and kept in a specific registry managed by UEFA. UEFA is responsible for the processing of the data in accordance with the Swiss federal law relating to data protection of 19 June 1992, as amended.
- 13.2. The Applicant and her/his Guest(s) (if applicable) has the right to access, rectify, erase and/or request a copy of their personal data held by UEFA by [clicking here](#). Such a request will be subject to verification of identity and is free of charge.
- 13.3. If the Applicant accepts that some of her/his personal data may be transferred to UEFA commercial partners, the Applicant will have to tick the appropriate box on the relevant PNA Ticket Portal.
- 13.4. Personal data provided in the Registration Form and in the Application Form is stored and processed via the relevant PNA Ticket Portal in accordance with the relevant PNA Ticket Portal and UEFA's privacy policies. These policies can be found at: [http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/31/27/08/2312708\\_DOWNLOAD.pdf](http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/31/27/08/2312708_DOWNLOAD.pdf)
- 13.5. UEFA shall make available to EURO 2016 SAS the personal data collected in the Registration Form and confirmed in the Application Form, specifically last name, first name(s), Successful Applicant's complete postal address as well as the personal data exclusively collected in the Application Form, specifically data related to the credit card used by the Successful Applicant for the purpose of Ticket sales only.

**14. Force Majeure**

14.1. EURO 2016 SAS, UEFA and/or the Host Association shall have no responsibility or liability whatsoever arising out of the relocation, cancellation, abandonment, postponement or replaying of any Match by reason of a force majeure event, as defined under Article 1148 of the French Civil Code, even in the event that such cancellation, abandonment, postponement or replaying may prejudice the Successful Applicant or their Guest(s). As a result, EURO 2016 SAS, UEFA and/or the Host Association shall not be liable to pay any indemnification or damages in this respect.

**15. Severability and Amendment**

15.1. Before the opening Match, EURO 2016 SAS reserves the right to change the Terms and Conditions if necessary to ensure the proper and safe staging of any Match at the Stadium. EURO 2016 SAS will notify each Applicant of such changes via an email sent to the address indicated by the Applicant in the Registration Form and confirmed in the Application Form and the Applicant will have the choice, as the case may be, to consent to such changes or to withdraw the Applicant's Request or have the right to terminate as of right the agreement entered into with EURO 2016 SAS. The method of such termination and its consequences will be listed in the above mentioned email.

15.2. Should any provisions 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.

**16. Authentic Text**

These Terms and Conditions have been drafted in English and translated into no less than French and German languages. In the event of any discrepancy between the texts, the English text shall prevail. The Terms and Conditions shall be available on the official websites of UEFA at:

[http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/30/55/77/2305577\\_DOWNLOAD.pdf](http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/30/55/77/2305577_DOWNLOAD.pdf)

**17. General**

17.1. The Successful Applicant shall be responsible for the proper performance and compliance by her/his Guests with the Terms & Conditions.

17.2. The Terms and Conditions are governed by the laws of France. The parties agree that a competent court within the jurisdiction of the Appellate court of Paris, or that of the place of residence or domicile of the Applicant, as the case may be, shall have exclusive jurisdiction to settle any dispute arising under or in connection with the Terms and Conditions.

**18. Contact**

Any information requests (in English, French and German only) regarding the ticketing sales process should be addressed to customer services, who can be contacted:

- a. by phone by calling the customer service numbers; and
- b. by the FAQ request form available on the relevant PNA Ticket Portal.

*For further information, please [click here](#).*

## Appendix D

### UEFA EURO 2016™ Ticketing Personal Data Privacy Policy ("UEFA EURO 2016™ Privacy Policy") November 2015

#### 1. Definitions

In this UEFA EURO 2016™ Privacy Policy, the following words and expressions shall have the following meanings:

<b>Applicant</b>	any natural person above 18 years of age with legal capacity to enter into an agreement for the purchase of Tickets to UEFA EURO 2016™ in accordance with the Terms and Conditions.
<b>Application Form</b>	the electronic form filled-in and submitted by an Applicant online via the relevant PNA Ticket Portal in order to make a Request, from 14 December 2015 at 12:00 CET (noon) to 18 January 2016 until 12:00 CET (noon).
<b>EURO 2016 SAS</b>	the company held by both UEFA and the Host Association, being a simplified joint-stock company ("société par actions simplifiée") with a capital of € 50'000, registered under n°531 326 080 R.C.S in Paris, V.A.T identification number FR 47531326080 and with registered office at 112 avenue Kléber – CS 81671, 75773 Paris CEDEX 16, France – Tel: +33 (0) 825 06 2016.
<b>Guest (if applicable)</b>	an individual accompanying the Successful Applicant to the Match(es) to whom Ticket(s) is/are transferred in accordance with Articles 8.1 and 8.2 of the Terms and Conditions, including, where relevant, an individual accompanying a disabled spectator in accordance with Article 3.14 of the Terms and Conditions.
<b>Match</b>	any official match to be played as part of UEFA EURO 2016™.
<b>Participating National Association (PNA)</b>	any national association that has qualified for and will participate in UEFA EURO 2016™.
<b>Registration Form</b>	the electronic form completed online by an individual from 14 December 2015 at 12:00 CET (noon) to 18 January 2016 until 12:00 CET (noon) within the relevant PNA Ticket Portal.
<b>Request</b>	the order placed by an Applicant via the Application Form for Ticket(s) to UEFA EURO 2016™ Match(es) in accordance with the Terms and Conditions. For the avoidance of doubt, a Request does not create a binding agreement between EURO 2016 SAS and the Applicant unless the requested Ticket(s) have been successfully allocated by the relevant Allocation Method (if applicable) and the Request has been accepted in accordance with Article 5 of the Terms and Conditions.
<b>Stadium</b>	the entire premises of any of the official UEFA EURO 2016™ stadiums at which any Match will be played, including all areas which require a Ticket to gain access to. At the publication date of the Terms and Conditions, the official UEFA EURO 2016™ stadiums are: <ul style="list-style-type: none"><li>- Stade de Bordeaux;</li><li>- Stade Bollaert-Delelis;</li><li>- Stade Pierre Mauroy;</li></ul>

- Stade de Lyon ;
- Stade Vélodrome ;
- Stade de Nice ;
- Parc des Princes ;
- Stade de France ;
- Stade Geoffroy Guichard ;
- Stade Municipal de Toulouse.

**Successful Applicant** any Applicant whose Request has been accepted by EURO 2016 SAS in accordance with Article 5 of the Terms and Conditions.

**Terms and Conditions** the UEFA EURO 2016™ participating national associations fan sales ticketing terms and conditions available on the following website: [http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/30/55/77/2305577\\_DOWNLOAD.pdf](http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/02/30/55/77/2305577_DOWNLOAD.pdf)

**Ticket(s)** the paper or plastic ticket held by the Ticket Holder which (subject to the Terms and Conditions) grants the Ticket Holder the right to attend the Match and occupy a seat at the Stadium as indicated on each such Ticket.

**Ticket Holder** any person who is in actual and legitimate possession of a Ticket including, without limitation, Successful Applicants and their Guests (if, applicable and as the case may be).

**PNA Ticket Portal** the Internet platforms owned and managed by UEFA on which the Registration Form and the Application Form can be completed and submitted at: <https://euro2016-swe.tickets.uefa.com>

PNA Ticket Portals are made available to EURO 2016 SAS by UEFA for the purpose of ticket sales for UEFA EURO 2016™.

**UEFA** Union des associations européennes de football, whose offices are located at 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™** the final tournament of the UEFA European Football Championship™ 2014-16 which will be staged in France from 10 June 2016 until 10 July 2016, and for which UEFA holds the relating rights of exploitation under the terms of French Law.

## **2. Objective of the UEFA EURO 2016™ Privacy Policy**

The Request and the potential subsequent purchase of Ticket(s) for UEFA EURO 2016™ are made through the Registration Form and Application Form available on the PNA Ticket Portals.

PNA Ticket Portals are owned and managed by UEFA, an association under Swiss Law located at Nyon. During your registration and submitting the Ticket(s) Request, it is requested that you provide certain personal data. The personal data provided by the PNA Ticket Portal users is kept in a database whose software is located in Switzerland and is processed in compliance with the applicable law on data protection, in particular the Swiss Federal Act of 19 June 1992 on Data Protection, as amended.

UEFA is committed, in the course of its activities and in compliance with the applicable law on data protection, to ensure the protection, the confidentiality and the security of your personal data, as well as to respect your privacy. The commitments described in the UEFA EURO 2016™ Privacy Policy fulfil the values, the principles of action and behaviour of UEFA and is established in compliance with the Swiss law and more specifically with the Swiss Federal Act of 19 June 1992 on Data Protection, as amended.

### **3. Application scope of the UEFA EURO 2016™ Privacy Policy**

The UEFA EURO 2016™ Privacy Policy covers the processing of the personal data that UEFA collects on the PNA Ticket Portals and when you use the services of the relevant PNA Ticket Portal, as described below.

The UEFA EURO 2016™ Privacy Policy does not apply to the practices of any companies or legal entities that UEFA does not own or control or to the practices of any persons that UEFA does not employ or manage, including without limitation third-party advertisers or sponsors to whom you provide information. UEFA is not responsible for the privacy policies or practices of other websites to which you may enter from the relevant PNA Ticket Portal.

### **4. UEFA collects and processes personal data fairly and lawfully**

UEFA collects and processes personal data for the following three purposes: for organisational and security purposes related to UEFA EURO 2016™ (4.1), for the purposes of UEFA EURO 2016™ Ticket sales (4.2), and/or for commercial purposes (4.3).

#### **4.1 Personal data collected and processed for organisational and security purposes related to the UEFA EURO 2016™**

UEFA collects and processes the Applicant's personal data regarding his/her gender, surname/first name(s), date of birth, place of birth, country of residence and nationality, telephone number, email address, passport/ID number, complete postal address and PNA fan club membership number (if applicable), for the purpose of processing the Requests as well as for the purposes of identification and security during UEFA EURO 2016™. For those reasons, UEFA can also request the collection and transfer of Guest(s) (if applicable) personal data, namely his/her gender, last name, first name, address (street name, postcode/zip code, town/city and country), date of birth, nationality, passport/ID number, email address, telephone number and PNA fan club membership number (if applicable).

Personal data is required and is necessary for the identification of persons interested in purchasing UEFA EURO 2016™ Ticket(s) and to guarantee an effective security system inside and around the Stadiums, in particular in relation to the France's national security alert system (*Plan Vigipirate*) as well as to combat the unlawful sale of Tickets.

UEFA may disclose the abovementioned personal data to the relevant PNA, its service providers and third parties, in particular to Stadium security and access service providers, as well as to the French authorities for the above mentioned purposes, and in the performance of their activities.

Personal data in respect of the ID or passport number will not be transferred, under any circumstances, to UEFA's business partners or third parties, with the exception of the cases processed under the UEFA EURO 2016™ Privacy Policy. This personal data will only be transferred to Stadium security and to access service providers as well as to the French authorities and only to the extent necessary to maintain safety and security order during UEFA EURO 2016™.

#### **4.2 Personal data collected and processed for UEFA EURO 2016™ Tickets sales purposes**

UEFA collects and process personal data regarding surname, first name(s), complete postal address, PNA membership number (if applicable), as well as credit card data (which will be only used for the purchase of Ticket(s) following their allocation, in accordance with the Terms and Conditions), for the purpose of invoicing and delivery of the Tickets.

In accordance with the Terms and Conditions, the French legal entity EURO 2016 SAS is responsible for the sales of the Tickets allocated for UEFA EURO 2016™ on the PNA Ticket Portals.

UEFA may disclose the abovementioned personal data to the relevant PNA, its services providers, in particular EURO 2016 SAS, for the above mentioned purposes, and in the performance of their activities.

#### **4.3 Personal data collected and processed for commercial purposes**

Provided that you have given your consent in the Registration Form, personal data regarding surname, first name(s) and email address will be collected and processed by UEFA to provide you by electronic means with information and publicity on UEFA's products, services, commercial activities and events.

If you do not wish to receive, or if you no longer wish to receive any offers and information from us, you can contact us by [clicking here](#).

In addition, the processing of personal data for commercial purposes is subject to the provisions of the UEFA Privacy Policy, which is available on the following website: <http://www.uefa.com/privacypolicy.html>.

## **5 UEFA adopts the necessary measures to ensure the security of personal data**

UEFA implements appropriate technical and organizational measures to protect personal data gathered on the PNA Ticket Portals against any loss, alteration or unauthorized disclosure or access.

UEFA may disclose the abovementioned personal data to its services providers for the sole purpose of their activities and in the performance of their activities. UEFA requires its employees and service providers to act in compliance with the applicable law on data protection and in due consideration of the confidentiality of the data.

UEFA ensures the security of the banking data gathered on the PNA Ticket Portals by using industry standards SSL encryption to protect data transmissions.

UEFA utilises a notification mechanism whereby it informs the person concerned in the event of a breach in the security of their personal data.

## **6 Right to access to the personal data**

You may request access to your personal data, or that inaccurate or incomplete personal data related to you, be corrected or eventually deleted where the purpose of data processing has lapsed or ceased to be applicable for other reasons, at any time by [clicking here](#).

To do so, UEFA may require you to provide verification of your identity (e.g. copy of official Identification Document with a photo mentioning your date & place of birth).

UEFA may refuse, restrict or defer your request where a formal enactment so provides, where this is required to protect the overriding interests of third parties and/or where his own overriding interests so require where UEFA has the right to do so under the applicable law on data protection.

## **7 Duration**

Personal data gathered on the PNA Ticket Portals in accordance with articles 4.1 and 4.3 of this UEFA EURO 2016™ Privacy Policy is only collected and processed by UEFA (a) for no longer than is necessary for the purpose of processing as described (i) in the UEFA EURO 2016™ Privacy Policy or (ii) where the Applicant has given their consent to receive such communications, in any communications sent to the Applicant or (b) for the duration of UEFA EURO 2016™, unless the use of personal data is further required for ongoing administrative or judicial proceedings relating to UEFA EURO 2016™.

Personal data gathered on the PNA Ticket Portals in accordance with article 4.3 of this UEFA EURO 2016™ Privacy Policy is only collected and processed by UEFA for no longer than is necessary for the purpose of the processing and is subject to the provisions of the UEFA Privacy Policy, available on the following website:

<http://www.uefa.com/privacypolicy.html>.

## **8 Questions**

In the event of any questions regarding the UEFA EURO 2016™ Privacy Policy, please refer, if applicable, to the answers provided in the frequently asked questions published on [EURO2016.com](http://EURO2016.com).

## Appendix E

### CONFIDENTIALITY AND DATA PROTECTION PERSONAL DATA PROCESSING UNDERTAKING

UEFA needs to disclose to the [INSERT FULL NAME OF THE RELEVANT NATIONAL ASSOCIATION] (the "Participating National Association" or "PNA") certain highly Confidential and Protected Information including sensitive personal data relating to the Participating National Association's fan who are UEFA's ticketing customers (the "Personal Data") for the purpose of the Participating National Associations Fan Sales Programme (the "PNA Fan Sales") namely in what concerns the need for conducting the necessary security checks with authorities and eventually running lotteries for indication to UEFA of the successful applicants.

It is a condition of UEFA's disclosure of the Personal Data to the PNA, the PNA agrees to the terms of this Confidentiality and Data Protection Undertaking (the "Undertaking").

#### **1. Confidential and Protected Information and Personal Data**

- 1.1 It is acknowledged by the PNA that any and all materials and information of whatever nature (whether written or oral) relating to the Personal Data or the PNA Fan Sales and disclosed to the PNA by UEFA is highly confidential (the "Confidential and Protected Information") and that the PNA will use the Confidential and Protected Information solely for the purpose of fulfilling its obligations related to the PNA Fan Sales, strictly in accordance with UEFA's instructions and guidelines at all times.
- 1.2 As PNA Fan Sales are conducted under Swiss law, the PNA acknowledges that the Confidential and Protected Information is subject to the provisions of the Federal Act on Data Protection within Switzerland, and as such its collection, use and disclosure are regulated by the provisions contained therein.
- 1.3 In the event that the PNA is domiciled outside of Switzerland, the PNA further acknowledges that the principles of data protection that apply in the PNA's country of domicile will be followed with respect to the PNA's access and/or use of the Confidential and Protected Information further and in addition to UEFA's compliance with the legislation referred to in clause 1.2 above.

#### **2. Scope and Duration of Obligation**

- 2.1 It is understood and agreed by the PNA that the undertakings in respect of Confidential and Protected Information given herein shall not apply to the following:
  - a. Confidential and Protected Information which at the time of disclosure can be demonstrated by the PNA is within the public domain; and
  - b. Confidential and Protected Information which after disclosure can be demonstrated by the PNA as falling into the public domain, otherwise than by reason of a breach of the undertakings contained herein.
- 2.2 The obligations contained in this Undertaking shall continue until the PNA is notified in writing by UEFA that they no longer apply.
- 2.3 The obligations contained in this Undertaking shall apply to the PNA and to any person to whom the Confidential and Protected Information has been disclosed by necessity to complete the PNA Fan Sales. The PNA is responsible for conveying the importance of this Undertaking to such persons and for ensuring that such persons comply with the obligations contained in this Undertaking.
- 2.4 The PNA acknowledges and agrees that this Undertaking does not oblige UEFA to disclose any Confidential and Protected Information to the PNA, or to negotiate or enter into any form of future agreement or relationship with the PNA.

### **3. Ownership of Confidential and Protected Information**

3.1 The PNA acknowledges that the Confidential and Protected Information, including (without limitation) copies of all documents and databases (including the Personal Data) supplied by UEFA, is and shall remain the property of UEFA and that nothing contained herein shall transfer any right or title in the Confidential and Protected Information to the PNA. The PNA assigns to UEFA the full unencumbered and beneficial ownership, as a present assignment of future rights, in all property rights, all copyright and any intellectual property rights which the PNA may acquire in the Confidential and Protected Information, throughout the world for the duration of such rights, including any extensions and renewals.

### **4. PNA Obligations**

4.1 In consideration of Confidential and Protected Information being made available, the PNA acknowledges and undertakes to UEFA that the PNA:

- a. will treat and safeguard as private and confidential the Confidential and Protected Information;
- b. will not at any time without UEFA's prior written consent disclose, reveal or provide any Confidential and Protected Information to any other person (including without limitation any associated or other company) whatsoever with the exception of the reasons described in this Undertaking;
- c. will use the Confidential and Protected Information solely for the purposes of completing its obligations in relation to the PNA Fan Sales and it will not make any copies or attempts to retain the Confidential and Protected Information in any format whatsoever, without the prior express written consent of UEFA;
- d. will promptly notify UEFA if any Confidential and Protected Information is required to be disclosed by reason of law or governmental or other regulation and will disclose such Confidential and Protected Information only to the extent necessary to comply with its legal obligations or obligations under governmental or other regulation;
- e. will not use, copy, edit, alter or adapt the Confidential and Protected Information for the PNA's own benefit or for the benefit of any other person without UEFA's prior written consent;
- f. will store the Confidential and Protected Information in a secure manner and in accordance with the data protection laws applicable in PNA's country of domicile as well as highest level of accepted industry practices; and
- g. will indemnify and hold harmless UEFA from and against any loss suffered or action, claim or proceeding (and the costs, expenses or damages arising there from) brought by any person as a result of any disclosure and/or misuse of any Confidential and Protected Information in breach of the obligations imposed by this Undertaking or any applicable laws of PNA's country of domicile.

### **5. Return of Confidential and Protected Information**

- 5.1 The PNA will, upon conclusion of the PNA Fan Sales and/or upon request in writing by UEFA at any time (and in accordance with instructions from UEFA) return and/or confidentially destroy all copies, versions and digital data and documents, materials and papers relating to the Confidential and Protected Information and delete all Confidential and Protected Information from any computer disk, or system (including from any back-ups taken of any such material whenever taken and wherever located). This includes the destruction of any printing or similar materials and of the hard-copy versions of the Personal Data provided to the PNA.
- 5.2 The PNA will, upon conclusion of the PNA Fan Sales, confirm to UEFA in writing that it has not retained any copy of the Confidential and Protected Information, in any form whatsoever.
- 5.3 The obligations of confidentiality and data protection imposed by this Undertaking will continue to apply in accordance with paragraph 4.1 of this Undertaking notwithstanding the return, deletion and/or destruction of such materials.

**6. Law and Jurisdiction**

- 6.1 This Undertaking shall be governed by and construed in accordance with Swiss Law.
- 6.2 Each of the parties irrevocably submits for all purposes in connection with this undertaking to the exclusive jurisdiction of the courts of Nyon, Switzerland.