

FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005 TICKETING **TERMS AND CONDITIONS**

A. INTRODUCTION

1. Scope

The following terms and conditions ("Terms and Conditions") are designed to ensure a fair, correct and efficient functioning of the purchase process relating to the Tickets for the FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005. The sale and use of such Tickets are subject to the following Terms and Conditions and any other applicable laws or regulations.

2. Definitions

APPLICANT: means any individual with legal capacity to apply for Tickets for the FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005 Matches in accordance with these Terms and Conditions.

FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005: means the FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005, to be held in England from 5 June 2005 to 19 June 2005.

GUEST(S): means relatives, close friends, colleagues and/or the companion to individuals in wheelchairs for whom the Applicant may be applying and to whom Tickets may be transferred in accordance with these Terms and Conditions.

HOST ASSOCIATION: means the national association responsible for implementing the organisation of the FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005 in England (including without limitation the issuance of Tickets). The Host Association is the English Football Association with the following address: 25 Soho Square, London W1D, 4FA; Great Britain.

MATCH(ES): means a match to be played as part of the FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005.

STADIUM: means the entire premises of the stadium in which the Matches will be played, including all areas which require a Ticket to gain access, as well as the immediate vicinity of such areas.

TICKET(S): means a ticket giving right of entrance to a particular Match in accordance with the information stated thereon.

TICKET HOLDER: means any individual holding a Ticket.

UEFA: means the Union des Associations Européennes de Football, responsible for the organisation of the FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005, with offices at Route de Genève 46, 1260 Nyon, Switzerland.

B. SALE OF TICKETS

3. Ticket allocation, sale and distribution

3.1 Tickets will be allocated on a first come, first serve basis.

3.2 Subject to availabilities, Tickets may be obtained through the following distribution channels:

- a) From the following call centres:
Blackburn – 08701 123 456,
Blackpool - 08704 431 953,
Manchester City – 08700 621 894 (please choose option 1),
Preston – 08704 – 421 966,
Warrington – 01925 248 888

Tickets will be sold directly by telephone. The Applicant shall place his order by telephone and pay by credit/debit cards where applicable. Tickets will be dispatched in accordance with paragraph 3.5 below unless there is insufficient time in which case, Tickets will need collecting from the Stadium at the Ticket windows.

- b) At the Stadium ticket windows

Tickets will be sold at the Stadium ticket windows with payment by cash, cheques or by an appropriate creditcard (as notified by the Host Association/UEFA). Subject to availabilities of the Tickets and to safety and security imperatives, the Stadium ticket windows will be open as from 21 February to the time of the Matches.

3.3 A limited number of wheelchair seating Tickets, which will be charged at the lowest seat price, shall be available only for those who, due to their physical handicap, are unable to attend a Match without a wheelchair and need to remain in their wheelchair. An additional Ticket (complimentary) will be provided for an accompanying person.

3.4 The total amount due will include a per transaction booking fee of £1 for all telephone purchases.

3.5 Provided that full payment has been received on due time, Tickets will be sent no later than 5 days before each Match to the address given by the Applicant, unless otherwise agreed between the Applicant and the Host Association/UEFA. Duplicate Tickets will not be issued unless otherwise decided by the Host Association/UEFA. In any event, the Host Association/UEFA shall not be held liable for any Ticket loss or late delivery caused by malfunction or interruption of mail services.

3.6 **UPON HOST ASSOCIATION/UEFA'S REQUEST, APPLICANTS SHALL PROVIDE FULL DETAILS INCLUDING THE NAME AND ADDRESS OF GUESTS. APPLICANTS SHALL BE FULLY AND UNCONDITIONALLY RESPONSIBLE FOR ENSURING THAT GUESTS ARE AWARE OF, AGREE TO AND COMPLY WITH THESE TERMS AND CONDITIONS. IN PARTICULAR, APPLICANTS ARE OBLIGED TO PASS ON TO THEIR GUESTS A COPY OF THESE TERMS AND CONDITIONS. IN THIS RESPECT, APPLICANTS SHALL ACT AS THEIR GUESTS' AGENT AND CONFIRM THAT THEY ARE DULY AUTHORISED TO BIND GUESTS.**

C. USE OF TICKETS

4. Entrance

- 4.1 Entrance to the Stadium shall only be authorised upon presentation of one complete and valid Ticket per person (regardless of age) and, upon request, official proof of identity. Ticket Holders leaving the Stadium shall not be re-admitted.
- 4.2 Any person attending a Match acknowledges that his/her movement in and around the Stadium is at his/her own risk and that the Host Association/UEFA or any other relevant body cannot be held liable for any risk, danger or loss, including bodily harm, personal property damage or loss, or any other incident arising from attendance at the Stadium whether occurring before, during or after a Match, with the exception of death and/or personal injury arising from the negligence of the Host Association/UEFA or otherwise as prohibited by applicable laws.
- 4.3 Entrance to the Stadium will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving or who is likely to behave violently, harmfully or contrary to public order. In such circumstances no refunds or compensation will be given.
- 4.4 Any person at the Stadium is strictly prohibited from using, possessing, holding, offering to sell, selling or possessing goods with intent to sell such as drinks, food, souvenirs, clothes, promotional and/or commercial items. All such items may be removed or confiscated by stewards and/or any other duly authorised persons.
- 4.5 All Tickets remain the property of UEFA and, except as set out in Article 5.4, are not transferable. If there is a breach of any of these Terms and Conditions, Tickets shall, upon the request of UEFA, be delivered up to UEFA.

5. Safety and Security

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

5.3 It is forbidden, without limitation, to:

- Conduct any promotional or commercial activity without the prior written approval of the Host Association/UEFA;
- Throw, cast, thrust or fire one or more objects;
- Behave in a way that others may interpret as provocative, threatening, discriminatory, or offensive;
- Express national, political, religious, ethnic and/or racial ideas or pursuits;
- Create any threat to the life or safety of himself or others, or harm another person in any way whatsoever;
- Climb lighting masts, fences, roofs, dug-outs and other apparatus or constructions, or stand on seats;
- Stand on the pitch or area around the pitch at any time;
- Damage persons or goods at any time;
- Remain longer than is strictly necessary, or enter or leave the Stadium at places set aside for an easy exit in the event of danger, such as entrances, stairs, landings, etc.

5.4 **APPLICANTS SHALL RETAIN 1 TICKET FOR PERSONAL USE AND SHALL TRANSFER, FOR NO GREATER THAN THE FACE VALUE AND THE PRO RATED PER TRANSACTION BOOKING FEE, THE REMAINING TICKET(S) TO THE GUEST(S) FOR THEIR PERSONAL USE. SUBJECT TO THE ABOVE, NEITHER APPLICANTS NOR GUESTS MAY SELL, OFFER FOR SALE, AUCTION BY ANY MEANS (WHETHER ALONE OR WITH OTHER ITEMS), RESELL OR OTHERWISE TRANSFER THEIR PERSONAL TICKET WITHOUT THE PRIOR WRITTEN APPROVAL OF UEFA.**

5.5 **TICKETS MAY NOT BE USED FOR ANY COMMERCIAL PURPOSES SUCH AS, WITHOUT LIMITATION, FOR PROMOTION, ADVERTISING, USE AS A PRIZE IN A COMPETITION OR SWEEPSTAKE, OR AS PART OF A HOSPITALITY OR TRAVEL PACKAGE (FOR EXAMPLE COMBINING FLIGHTS, HOTEL AND TICKETS) WITHOUT THE PRIOR WRITTEN APPROVAL OF UEFA.**

5.6 **THE APPLICANT ACKNOWLEDGES AND AGREES THAT TICKETS ARE ISSUED SUBJECT TO ANY RULES AND/OR REQUIREMENTS OF THE RELEVANT STADIUM OWNER. IN THE EVENT OF ANY DISCREPANCY BETWEEN (A) THE RULES AND/OR REQUIREMENTS OF THE RELEVANT STADIUM OWNER AND (B) THE FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005 TICKETING TERMS AND CONDITIONS, THE FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005 TICKETING TERMS AND CONDITIONS SHALL PREVAIL.**

5.7 **APPLICANTS SHALL BUY THE TICKETS EXCLUSIVELY FOR THEIR OWN PERSONAL USE OR THEIR GUESTS' PERSONAL USE. ANY OTHER USE IS PROHIBITED. EXCEPT AS SET OUT IN ARTICLE 5.4, THE APPLICANT SHALL NOT PURCHASE TICKETS AS AN AGENT FOR ANY OTHER PERSON.**

6. Sound and image recordings

6.1 Any person attending a Match acknowledges that it is a public event and thus 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.

6.2 Any person attending a 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 such Matches) other than for private use. In any event, 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 Matches in whole or in part, or assist any other person(s) conducting such activities.

D. MISCELLANEOUS

7. Non-compliance with these Terms and Conditions

7.1 Any Ticket Holders whose actions are inconsistent with, or whose Tickets have not been obtained in accordance with, these Terms and Conditions will be refused entry to the Stadium or expelled from the Stadium with no right to refund and the relevant Ticket(s) will be cancelled. Ticket Holders shall be obliged, upon request, to give an explanation as to how, from whom and from where their Tickets have been obtained.

7.2 In the event that it appears that either the Applicant or the Guest have not conformed to these Terms and Conditions, the individual concerned will be refused entry to the Stadium or expelled from the Stadium with no right to refund and the relevant Ticket(s) will be cancelled.

7.3 The Host Association/UEFA reserves the right to pursue other legal remedies at its own discretion.

8. INDEMNIFICATION

APPLICANTS AND GUESTS ARE RESPONSIBLE FOR THE USE OF ALL TICKETS ALLOCATED TO THEM FOLLOWING RECEIPT OF CONFIRMATION AND SHALL INDEMNIFY AND HOLD THE HOST ASSOCIATION/UEFA HARMLESS FROM AND AGAINST ALL DAMAGES AND LIABILITIES SUFFERED OR INCURRED IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF A BREACH OF THESE TERMS AND CONDITIONS.

9 Unauthorised spectators

Individuals banned from attending football matches by competent authorities or sports governing bodies are prohibited from receiving Tickets, or from entering or remaining in the Stadium, whereupon the relevant Ticket(s) will be cancelled with no right to refund.

10. Data

Applicants acknowledge and agree that the personal data provided in the course of the Ticket purchase process is collected by UEFA in this particular respect and will be entered into a database owned by UEFA. The Host Association and/or UEFA shall be entitled to release personal information in relation to any ticket holder to the Police or other third parties where permitted to do so under relevant data protection legislation. Applicants agree that such personal data will be used for the organisation and the running of the FINAL ROUND OF THE UEFA EUROPEAN WOMEN'S CHAMPIONSHIP 2005 (in particular in connection with the Ticket sales and/or any relevant safety and security measures).

11. Unforeseen Circumstances

11.1 The Host Association/UEFA reserves the right to (a) stop at any time the Ticket sales and (b) to make alterations to the times, dates and places of the Matches under unforeseen circumstances, including without limitation, force majeure, any safety and security concerns or decisions of UEFA or any other competent authority.

11.2 No exchange of, nor refund for Tickets shall be made, save in the following circumstances:

Postponement of Match Before kick-off

In the event of the postponement of a Match before entry has been permitted to the Stadium, the Ticket will be valid for the rearranged playing of the Match.

Where a Match is postponed after entry to the Stadium, and before the Match kick-off, entry to the Stadium for the rearranged playing of the Match shall only be permitted on presentation of the Ticket stub and subject to compliance with any other arrangements as may be announced at the time.

A person unable to attend the rearranged playing of the Match shall be entitled to a refund of the Ticket price paid (including any related transaction charge) provided that application for a refund is received at the original point of sale, i.e. the Host Association's and/or UEFA's agent or the Stadium (or such other address as may be notified by the Host Association and/or UEFA) within 28 days of the day of the announcement of the rearranged playing of the Match, enclosing the Ticket or Ticket stub.

Postponement of the Match After kick-off

In the event of the postponement of a Match after kick-off, a person shall be permitted to enter the Stadium for the rearranged fixture on the presentation of the Ticket stub and subject to compliance with any other arrangements as may be announced at the time. A person unable to attend the rearranged playing of the Match shall be entitled to a refund on the basis set out above, save that the refund shall be 60% of the Ticket price paid (including any related transaction charge) if the Match is postponed before the commencement of the second half and 40% of such Ticket price where it is postponed between the commencement of the second half and the completion of the Match.

An application for a refund must be received at the original point of sale, i.e. the Host Association and/or UEFA's agent or the Stadium (or such other address as may be notified by the Host Association and/or UEFA) within 28 days of the day of the announcement of the rearranged playing of the Match, enclosing the Ticket stub.

Abandonment of a Match (No Rearranged playing of the Match)

When a match is abandoned before kick-off, a person shall be entitled to a refund of the Ticket price paid (including any related transaction charge) provided that application for a refund is received at the original point of sale, i.e. the Host Association's and/or UEFA's agent or the Stadium (or such other address as may be notified by the Host Association and/or UEFA) within 28 days of the day of the announcement of the abandonment, enclosing the Ticket or Ticket stub.

Where a Match is abandoned between kick-off and commencement of the second half the refund shall be 60% of the Ticket price paid (including any related transaction charge) if the Match is postponed before the commencement of the second half and 40% of such Ticket price where it is postponed between the commencement of the second half and the completion of the Match.

Match played behind "closed doors"

In the event that the Host Association and/or UEFA is subject to an order to play a Match without any spectators present inside the Stadium, a person shall be entitled to a refund of the Ticket price paid (including any related transaction charge) provided that an application for a refund is received at the original point of sale, i.e. the Host Association's and/or UEFA's agent or the Stadium (or such other address as may be notified by the Host Association and/or UEFA) within 28 days of the announcement of the order, enclosing the Ticket. No Ticket holder shall be entitled to entry to the Match in such circumstances.

All correspondence in relation to refunds must be addressed to the original point of sale (or such other address as may be notified by the Host Association) and marked "UEFA Match Refunds". The name and address for each Ticket holder must be supplied in block capitals for a refund to be given. Please allow 28 days for a refund to be made.

In each of the above circumstances a refund shall only be made on presentation of the Ticket stub or Ticket. The Host Association/UEFA shall not be liable in any event for any other amounts incurred by the Ticket holder including, for example, but without limitation for any hotel and/or travel expenses.

12. Information

Any information requests regarding the Tickets should be addressed to the Host Association:
by mail to Euro 2005 Ticketing Department, The Football Association, 25 Soho Square, London W1D 4FA
by tel. to +44 207 745 4730
by fax to +44 207 439 2732

13. Severability and amendments

- 13.1 In the event that any provision(s) of these Terms and Conditions be declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions shall remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 13.2 The Host Association/UEFA reserves the right to make reasonable amendments to these Terms and Conditions from time to time, which updated version shall be available at www.TheFA.com and www.uefa.com and, upon request, from the Host Association at the address set out in Article 12.

14. Authentic text

These Terms and Conditions have been drafted in English and are available at www.TheFA.com and www.uefa.com and, upon request, from the Host Association at the address set out in Article 12. The Applicant acknowledges and agrees that he/she has read and understood these Terms and Conditions and that he/she is fully aware of the rights and obligations arising therefrom.

15. Applicable law and place of jurisdiction

- 15.1 These Terms and Conditions shall be governed by and interpreted in accordance with the substantive laws of England.
- 15.2 All disputes arising from or related to these Terms and Conditions shall be submitted to the competent English courts. Nevertheless, the Host Association/UEFA reserves the right to pursue any legal proceedings in the competent courts of the defendant's domicile.