

**UEFA WOMEN'S CHAMPIONS LEAGUE FINAL 2012  
TICKETING TERMS AND CONDITIONS**

**A. INTRODUCTION**

**1. Scope**

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

**2. Definitions**

Applicant	means any individual with legal capacity to apply for Ticket(s) to the UEFA WOMEN'S CHAMPIONS LEAGUE FINAL 2012 in accordance with these Terms and Conditions.
Application Form	means the document submitted by an Applicant online in order to be considered for Tickets.
Guest	means an individual for whom the Applicant may apply for Tickets (or to whom he may transfer such Tickets) in accordance with these Terms and Conditions. Children under 6 years of age will not be permitted to attend the UEFA WOMEN'S CHAMPIONS LEAGUE FINAL 2012. Children aged between 6 and 14 years old attending the UEFA WOMEN'S CHAMPIONS LEAGUE FINAL 2012 must be accompanied by an adult over 18 years of age and must be in possession of a valid Ticket.
Match	means the UEFA WOMEN'S CHAMPIONS LEAGUE FINAL 2012 to be held at the Stadium on 17 May 2012 at 18:00 local time.
Regulations	means, without limitation, the terms of the following: <ul style="list-style-type: none"><li>- Laws and regulations of Germany</li><li>- Olympiapark München GmbH regulations</li></ul>

Stadium	means the entire premises of the Olympiastadion in Munich including all areas which require a Ticket to gain access.
Stadium Operator	means Olympiapark München GmbH, which is responsible for implementing the organisation of the UEFA WOMEN'S CHAMPIONS LEAGUE FINAL 2012 in Munich and whose registered office is located at Spiridon-Louis-Ring 21, 80809 München, Germany.
Ticket(s)	means a Ticket which entitles the Ticket Holder admission to the Match in accordance with these Terms and Conditions and the information stated thereon.
Ticket Holder	means any individual holding a Ticket.
Ticketing Partner	means München Ticket GmbH, a German limited liability company, with its registered office at Postfach 20 14 13, 80014 München, registered under : München, Reg.-Ger. HRB 10 60 18, appointed and granted an exclusive license to sell Tickets to the Match.
UEFA	means the Union des Associations Européennes de Football with offices at Route de Genève 46, 1260 Nyon 2, Switzerland.
UEFA Women's Champions League Final 2012 Ticket Portal	means the website belonging to and hosted by the Ticketing Partner at <a href="http://www.muenchenticket.de/search.jsp?event=165111">http://www.muenchenticket.de/search.jsp?event=165111</a>

## **B. TICKETS**

### **3. Applications**

- 3.1. Tickets will be allocated on a first come, first served basis. Subject to availability, Tickets may be obtained through the following distribution channels:
- a. Online via the UEFA Women's Champions League Final Ticket Portal from 23 March 16:00 until 17 May 2012. Applications made outside of these times will not be processed. Only Application Forms that are fully completed by the Applicant will be processed. Failure to complete the Application Form correctly will result in the application being rejected. The order form constitutes a mere offer to conclude a contract and requires subsequent confirmation from UEFA and the Ticketing Partner (or their agents). Even if applications may be submitted via telecommunication channels as defined in para 2 of section 312b of the German Civil Code (cf. §312b Abs.2 BGB), this does not constitute a "distance contract" under §312b Abs.3 Nr.6, i.e. Ticket buyers will not be entitled to any right of cancellation within a two-week period of notice;

- b. Through München Ticket GmbH call centres from 23 March until 17 May 2012 at the following times:
    - Monday to Friday from 09:00 to 20:00;
    - Saturday from 09:00 to 16:00; and
    - Sunday and bank holidays from 10:00 to 16:00 local time.
  - c. From Ticketing Partner's (München Ticket GmbH) retail points from 23 March to 16 May 2012 (<http://www.muenchenticket.de/vkstellen>);
  - d. From other retail points identified by the Ticketing Partner (<http://www.muenchenticket.de/vkstellen>); and
  - e. At the Stadium (Olympiastadion) ticket booths on the day of the Match from 14:00 to 19:00 local time.
- 3.2. Neither UEFA, the Ticketing Partner nor the Stadium Operator are liable for any damages sustained as a result of incorrect entry of information, any technical malfunctions of the Internet, any failure of computer hardware or software, or any lost, incomplete or illegible applications, unless UEFA, the Ticketing Partner or the Stadium Operator can be proven to be at fault.
- 3.3. Applicants who purchase Tickets via the UEFA Women's Champions League Final 2012 Ticket Portal will be notified of the result of their application by email.
- 3.4. Applicants acknowledge and confirm that they are aware that seats may not be allocated together in the same section of the Stadium.
- 3.5. Applicants shall indicate that they have understood, agreed with and will conform to these Terms and Conditions.

#### **4. Payment and Distribution of Tickets**

- 4.1. Payment for Tickets may only be made using a valid credit card (MasterCard, Visa or American Express) or by bank transfer. At retail points of the Ticketing Partner payment may also be made by cash or ec-cash.
- 4.2. Purchases made via the UEFA Women's Champions League Final 2012 Ticket Portal and via the Ticketing Partner's (München Ticket GmbH) call centres will incur a € 6.90 reservation and postage fee in Germany and a € 9.90 reservation and postage fee for other countries. Tickets bought directly at one of the Ticketing Partner's retail point will not incur any additional fee. Cost for reserving a Ticket for collection is € 1.90. All costs are per order and not per Ticket. Sufficient funds must be available in order to purchase Tickets and the credit card must have an expiry date beyond May 2012. Non-payment or insufficient payment shall entitle UEFA and the Ticketing Partner (or their agents) to cancel the allocated Tickets and re-allocate them to another Applicant. In such cases, UEFA and the Ticketing Partner (or their agents) expressly reserve the right to claim compensation.

- 4.3. All Tickets purchased via the UEFA Women's Champions League Final 2012 Ticket Portal prior to 2 May 2012 or via Ticketing Partner's (München Ticket GmbH) call centres prior to 9 May 2012 will be sent by post to the declared delivery address of the Applicant. All Tickets purchased after the above mentioned dates will be available for collection at Ticketing Partner's (München Ticket GmbH) retail points (<http://www.muenchenticket.de/Vvkstellen>) or at the Olympiastadion ticket booths on the day of the Match between 14:00 and 19:00 local time.
- 4.4. Tickets shall only be distributed upon presentation of a copy of the Ticket confirmation e-mail and, upon request, valid identification (passport or national ID card).
- 4.5. Duplicate Tickets will not be issued under any circumstances. In any event, the Applicant shall assume the risk of any Ticket loss or damage or late delivery, unless the Ticketing Partner and/or UEFA can be proven to have acted with intent or gross negligence. Any Ticket loss shall be notified to UEFA and the Ticketing Partner without delay. UEFA, the Ticketing Partner and the Stadium Operator shall be entitled to disable Tickets immediately following receipt of such notification. New Ticket(s) will only be issued if the Applicant is able to prove he is not at fault and if he is prepared to provide an affidavit to this effect. Charges may be filed against Applicants found to have sent any Ticket loss notification with fraudulent intent. A handling surcharge may be applied for the issue of new Tickets.
- 4.6. Ticket Holders are obliged to check order confirmations and the physical Tickets received for any inaccuracies, in particular with regard to their number, price, and category. Complaints about obvious mistakes such as faulty printing, missing key data, e.g. seat number, etc. shall be made within ten (10) days following receipt of the Tickets in writing, either by e-mail or regular mail, to the contact address provided. Ticket Holders whose complaints arrive on time and are considered justified, will receive new Tickets free of charge. The date of receipt of the complaint by the Ticketing Partner shall be deemed decisive. Complaints sent after the ten-day period specified above shall not be considered, and no Tickets will be taken back and/or exchanged.

## 5. Use of Tickets

- 5.1. Entrance to the Stadium shall only be authorised upon presentation of a complete and valid Ticket per person and, upon request, valid proof of identity (**passport or national ID card**). Ticket Holders leaving the Stadium shall not be permitted to re-enter with the same Ticket.
- 5.2. Neither UEFA nor the Stadium Operator (including their respective legal representatives and agents) will be liable for any loss, injury or damage, howsoever caused, to the Ticket Holder, except where they are found to have acted with intent, gross negligence, or failing to meet material contractual obligations; in the latter case compensation will be limited to the damage deemed reasonably likely to occur at the time of concluding the contract. For the avoidance of doubt, "Material contractual obligations" shall be defined as indispensable for contract performance; breaching them endangers the very purpose of the contract, and Ticket Holders have every right to expect that these obligations are duly met. The limitation of liability referred to above does

not apply to claims for damage to life and limb or health, nor to offences legally classified as triggering liability.

- 5.3. The Applicant and the Guest are responsible for the use of their allocated Tickets and will hold UEFA and the Stadium Operator harmless against all and any claims for damages filed in connection with a breach of these Terms and Conditions and the Regulations.
- 5.4. All Tickets remain the property of UEFA. Any breach of these Terms and Conditions will result in Tickets being declared null and void and in the Ticket Holder being refused access to the Stadium. Tickets shall, upon UEFA's request, be returned to UEFA.
- 5.5. AS PART OF THE GENERAL EFFORT TO PREVENT VIOLENCE IN THE STADIUMS, TO ENFORCE STADIUM BANS, TO SEPARATE THE SUPPORTERS OF OPPOSING TEAMS, TO PREVENT THE UNAUTHORISED SALE OF TICKETS FOR COMMERCIAL PURPOSES, ESPECIALLY TICKET SPECULATION, AND TO ENSURE THE FAIR AND TRANSPARENT ALLOCATION OF TICKETS TO FANS, THE TRANSFER OF TICKETS SHALL BE CONSIDERABLY RESTRICTED:
- 5.6. Applicants shall purchase Tickets for their own and their Guest's PERSONAL USE only. Tickets may only be transferred FOR NO GREATER THAN THE FACE VALUE AND THE PRO-RATED ADMINISTRATIVE CHARGES. Any other use or transfer beyond the scope of these Terms and Conditions shall not be permitted unless UEFA'S OR THE STADIUM OPERATOR'S PRIOR WRITTEN APPROVAL HAS BEEN GIVEN. In particular, the following activities shall not be permitted:
  - auctioning of Tickets (e.g. on the internet);
  - transferring Tickets to dealers or re-sellers not authorized by UEFA or the Stadium Operator;
  - transferring or offering Tickets at a price exceeding the face value price plus ten per cent (10%) surcharge;
  - transferring Tickets to third parties who, for security reasons, have been banned from attending sports events.
- 5.7. IN THE EVENT OF UNAUTHORIZED TICKET TRANSFERS, IN PARTICULAR SUCH AS DESCRIBED UNDER 5.5 ABOVE, UEFA AND THE STADIUM OPERATOR SHALL BE ENTITLED TO PROCEED AS FOLLOWS:
  - IN CASES WHERE TICKETS HAVE BEEN OFFERED FOR RE-SALE, NOT DELIVER THEM TO THE APPLICANT CONCERNED;
  - IN CASES WHERE UEFA AND THE HOST ASSOCIATION HAVE REASON TO SUSPECT THAT STADIUM VISITORS' SAFETY AND SECURITY MAY BE AT RISK AND/OR THAT TICKET TRANSFERS ARE UNAUTHORIZED, DISABLE THE TICKETS IN QUESTION AND REFUSE ACCESS TO THE TICKET HOLDER/GUEST OR HAVE THEM REMOVED FROM THE STADIUM;

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

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

## **C. SAFETY AND SECURITY**

### **6. Entry to the Stadium**

- 6.1. For the purpose of maintaining safety and security, all persons attending the Match shall, if requested by police, stewards, safety personnel, and/or any other duly authorised persons, co-operate at any time by: (a) producing a valid Ticket and photographic proof of identity (passport or national ID card) (b) submitting to inspections, body checks and removal of unauthorised objects; and (c) complying with the instructions and guidelines of all such personnel.
- 6.2. On the Stadium premises, all Regulations, in particular the Olympiapark Regulations and all other provisions issued to safeguard safety and security, shall be deemed binding and mandatory. The Olympiapark Regulations may be viewed on [http://www.olympiapark.de/fileadmin/Relaunch\\_2009/redakteure/Olympiapark\\_Muenchen\\_GmbH/Olympiapark-verordnung.pdf](http://www.olympiapark.de/fileadmin/Relaunch_2009/redakteure/Olympiapark_Muenchen_GmbH/Olympiapark-verordnung.pdf). No person shall enter or attempt to enter the Stadium whilst drunk or under the influence of mind-altering drugs, or in possession of or attempting to bring the following items, without limitation, into the Stadium:
- a. all weapons, regardless of type, and all objects that can be used as such;
  - b. all objects, materials or substances likely to pose a threat to safety, public order, or to disrupt the process of the Match, or cause damage to persons or goods;
  - c. projectiles of any kind such as bolts, pieces of wood or metal, stone, glass, cans, bottles (whether filled with combustible substances or not), prohibited containers which are, or were, capable of holding liquid and which, if thrown, would be capable of causing injury to another person;
  - d. flammable or explosive substances, liquids and gasses, fireworks or flares of any kind;
  - e. alcoholic drinks, narcotics or stimulants;
  - f. banners or other signs or material bearing offensive, malicious, provocative, political or racial or sectarian text or messages;
  - g. flags, flagpoles, banners, badges, headgear, inflatable items, or symbols likely to disrupt order and safety or to impair other spectators' sightlines;

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

6.3. Whilst inside the Stadium no person shall:

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

6.4. Ticket Holders and Guests shall be aware that non-compliance with the Olympiapark Regulations and with the provisions specified in Articles 6.2 and 6.3 of these Terms and Conditions may result in their immediate eviction from the Stadium and may lead to them being charged under civil and criminal law. Their Tickets will no longer be valid. Article 5.6 of these Terms and Conditions applies.

## **D. MISCELLANEOUS**

### **7. Commercial Activity**

- 7.1. Tickets may not be used for any commercial purposes such as, without limitation, for promotion, advertising, use as a prize in a competition or sweepstake, or as part of a hospitality or travel package (for example: combining flights, hotel and Tickets) without the prior written approval of UEFA.
- 7.2. No person at the Stadium may conduct promotional or commercial activity, including transmitting of match results, statistics or other data to unauthorised third parties, without the prior written approval of UEFA.
- 7.3. Any person at the Stadium is strictly prohibited from using, possessing or holding goods with promotional or commercial aims, as well as offering to sell, selling or possessing goods with the intention to sell such drinks, food, souvenirs, Tickets, clothes, promotional and/or commercial items. All such items may be removed or temporarily confiscated by the Police and/or by stewards and/or any other duly authorised persons.

### **8. Sound and Image Recordings**

- 8.1. Any person attending the Match acknowledges that use may be made, free of charge, of his/her voice, image and likeness by means of live or recorded video display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.
- 8.2. Any person attending the Match shall not record and/or transmit any sound, image and/or description of the Stadium or the Match (as well as any result and/or statistics of the Match) other than for private use. In particular, it is strictly forbidden to disseminate over the internet, radio, television or any other current and/or future media, any sound, image, description, result or statistics of the Match in whole or in part, or assist any other person(s) conducting such activities. Each Ticket Holder hereby assigns any future copyright in any photographs, films or recordings made in breach of these Terms and Conditions to UEFA.
- 8.3. Para 2 of Section 23 of the German Art Copyright Act (§23 Abs.2 KunstUrhG) and separate data protection provisions remain unaffected.

### **9. Non Compliance with these Terms and Conditions and any Regulations**

- 9.1. Purchase or ownership of a Ticket obliges any Ticket Holder to fully comply with these Terms and Conditions and Regulations. Any Ticket Holder whose actions are inconsistent with, or whose Ticket was obtained in breach of these Terms and Conditions or the Regulations may be refused entry to or ejected from the Stadium without refund and the relevant Ticket(s) will be void. Ticket Holders and/or Guests shall not be entitled to reimbursement of costs and expenses incurred. Ticket Holders shall be obliged, upon request, to give an explanation as to how, from whom and from where their Tickets have been obtained.



9.2. UEFA and the Stadium Operator reserve all other legal rights.

## **10. Cancellation**

10.1. In the event the Match is postponed prior to kick-off, Tickets will be valid for the rearranged Match. A Ticket Holder unable to attend the rearranged Match shall be entitled to a refund of the ticket face value (including any booking fee and related transaction charge).

10.2. In the event the Match is abandoned prior to kick-off and it is not rearranged, a Ticket Holder shall be entitled to a refund of the Ticket face value (not including any reservation and postage fee).

10.3. If the Match is postponed or abandoned after kick-off, UEFA and/or the Stadium Operator shall announce the proportion of the Ticket price and/or administrative charge (if any) to be refunded.

10.4. If any of the circumstances set out in Article 10.1, 10.2 or 10.3 apply then UEFA and/or the Stadium Operator will announce the process for requesting a refund, including the form of any request and the organisation to send such requests to (this may be UEFA, its agent, the appropriate participating club or any of these). Ticket(s) must be enclosed with any refund request. Requests for a refund must be made by post and a refund shall only be made if Ticket is included with such refund request. All refunds must be requested in accordance with the foregoing procedure or any additional requirements of UEFA and/or the Stadium Operator within twenty-eight (28) days of the day of the announcement regarding the claiming of refunds. Refunds will only be paid to the original purchaser.

10.5. Except as provided in Articles 10.1, 10.2 and 10.3 above, refunds will not be provided in any other circumstances including, without limitation, where a Ticket Holder is refused entry or ejected from the Stadium or otherwise in breach of these Terms and Conditions or the Regulations.

10.6. The relevant organisation will use its reasonable endeavours to process refunds within ninety (90) days. If a refund is provided, neither the Stadium Operator nor UEFA shall be liable for any other amounts incurred by the Ticket Holder, including, for example, but without limitation for any hotel and/or travel expenses.

## **11. Data Protection**

The Ticketing Partner treats data protection with utmost importance. The Ticketing Partner collects and uses personal data of Applicants and Ticket Holders only in compliance with applicable data protection laws. Such personal data will be treated as strictly confidential.

## **12. Unforeseen Circumstances**

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

### **13. Severability and Amendments**

- 13.1. In the event that any provision(s) of these Terms and Conditions and Regulations be declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions and Regulations shall remain in effect. Any such void, ineffective or unenforceable provision(s) shall be replaced with an alternative provision that comes closest to the commercial intent of the invalid provision.
- 13.2. In the event of a change in market conditions and/or legislation and/or jurisprudence of the highest judicial authority, UEFA and the Stadium Operator are entitled to make, within a two-week period in advance, reasonable amendments to these Terms and Conditions. Such amendments will be notified to the Ticket Holder by letter or e-mail. Unless objections are filed by letter or e-mail within a two-week period following receipt of the notification, amendments will be considered valid and agreed to, provided particular reference has been made to the deemed approval. Objections shall be sent to the contact addresses provided.

### **14. Authentic Text**

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

### **15. Applicable Law and Jurisdiction**

- 15.1. These Terms and Conditions and Regulations shall be governed by and interpreted in accordance with the Law of Germany.
- 15.2. All disputes arising from or related to these Terms and Conditions and any disputes arising out of any transaction with the Stadium Operator shall be resolved by the competent court in Munich. Nevertheless, UEFA and the Stadium Operator reserve the right to pursue any legal proceedings in the competent courts at the defendant's domicile.

### **16. Information**

Any information requests about the ticketing sales process for the UEFA Women's Champions League Final 2012 should be addressed to:

Muenchen Ticket GmbH  
Postfach 20 14 13  
80014 Muenchen  
Germany

By telephone: +49 / 89 / 54 81 81 81