

UEFA EURO 2020™ TICKET RESALE PLATFORM 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 2018-2020[™] (UEFA EURO 2020[™]).

The following UEFA EURO 2020[™] ticket resale platform terms and conditions (the "Ticket Resale Platform Terms and Conditions") set out the conditions for the re-sale and purchase of tickets for UEFA EURO 2020[™] via the official UEFA EURO 2020[™] ticket resale platforms at <u>https://euro2020-sales.tickets.uefa.com</u> (re-sale) and <u>https://euro2020-resale.tickets.uefa.com</u> (purchase).

2. Definitions

Allocation Window(s)	shall have the meaning given to it in the Ticketing Terms and Conditions.
Applicable Laws	means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of COVID-19, of any governmental authority that apply to the Buyer, Original Ticket Holder and/or Guest, or the subject matter of these Ticket Resale Platform Terms and Conditions.
Арр	the 'UEFA EURO 2020 Tickets' app (or such other app as communicated to the Original Ticket Holder and Successful Buyer by UEFA) which will be made available by UEFA or its partners through the Apple App Store or Google Play Store only.
Customer	any natural person above 18 years of age with legal capacity to enter into an agreement with UEFA Events SA for the purchase of Tickets to UEFA EURO 2020™ in accordance with these Ticket Resale Platform Terms and Conditions.
General Public Allocation	collectively, the Tickets allocated by UEFA to the general public which were on sale during the General Public Allocation Window(s).
Guest (if applicable)	an individual accompanying the Successful Buyer to the Match to whom Tickets may be transferred in accordance with the Ticketing Terms and Conditions and whose details were provided on the Ticket Resale Platform during the purchase process in accordance with these Ticket Resale Platform Terms and Conditions.
Host Association(s)	the following national football associations responsible for the organisation and staging of the Matches occurring in their Host Territory:
	a) Royal Netherlands Football Association (KNVB) of Woudenbergseweg 56-58, 3707 HX Zeist, The Netherlands,



	b)	Association of Football Federations of Azerbaijan (AFFA) of 2208 Nobel Ave, Baku 1025, Azerbaijan;
	c)	Royal Spanish Football Federation (RFEF) of Calle Ramón y Cajal, s/n, 28230 Las Rozas, Madrid
	d)	Romanian Football Federation (FRF) of Strada Sergent Şerbănică Vasile 12, București 022186, Romania
	e)	Hungarian Football Federation (MLSZ) of Budapest, Kánai út 2, 1112 Hungary
	f)	Danish Football Association (DBU) of DBU Allé 1, 2605 Brøndby, Denmark;
	g)	The Scottish Football Association (SFA) of Hampden Park, Glasgow G42 9AY
	h)	The Football Association (FA) of Wembley Stadium, Wembley, London, HA9 0WS;
	i)	German Football Federation (DFB) of Otto-Fleck-Schneise 6, 60528 Frankfurt am Main, Germany;
	j)	Italian Football Federation (FIGC) of Via Gregorio Allegri, 14, 00198 Roma RM, Italy; and
	k)	Russian Football Union (RFS) of 115172, Moscow, Narodnaya street 7.
	to be th	avoidance of doubt, the relevant Host Association is deemed e "organiser" of the UEFA EURO 2020™ Match occurring in st Territory under the applicable law.
Host Cities		wing cities in the Host Territories:
Host Cities		
Host Cities	the follo	wing cities in the Host Territories:
Host Cities	the follo a)	wing cities in the Host Territories: Amsterdam, Netherlands;
Host Cities	the follo a) b)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan;
Host Cities	the follo a) b) c)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain;
Host Cities	the follo a) b) c) d)	owing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania;
Host Cities	the follo a) b) c) d) e)	owing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary;
Host Cities	the follo a) b) c) d) e) f)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark;
Host Cities	the follo a) b) c) d) e) f) g)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark; Glasgow, Scotland;
Host Cities	the follo a) b) c) d) e) f) g) h)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark; Glasgow, Scotland; London, England;
Host Cities	the follo a) b) c) d) e) f) g) h) i)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark; Glasgow, Scotland; London, England; Munich, Germany;
Host Cities	the follo a) b) c) d) e) f) g) h) i) j) k)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark; Glasgow, Scotland; London, England; Munich, Germany; Rome, Italy; and
	the follo a) b) c) d) e) f) g) h) i) j) k)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark; Glasgow, Scotland; London, England; Munich, Germany; Rome, Italy; and Saint Petersburg, Russia.
	the follo a) b) c) d) e) f) g) h) i) j) k) the follo	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark; Glasgow, Scotland; London, England; Munich, Germany; Rome, Italy; and Saint Petersburg, Russia.
	the follo a) b) c) d) e) f) g) h) i) j) k) the follo a)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark; Glasgow, Scotland; London, England; Munich, Germany; Rome, Italy; and Saint Petersburg, Russia.
	the follo a) b) c) d) e) f) g) h) i) j) k) the follo a) b)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark; Glasgow, Scotland; London, England; Munich, Germany; Rome, Italy; and Saint Petersburg, Russia. wing territories: Azerbaijan; Denmark;
	the follo a) b) c) d) e) f) g) h) i) j) k) the follo a) b) c)	wing cities in the Host Territories: Amsterdam, Netherlands; Baku, Azerbaijan; Seville, Spain; Bucharest, Romania; Budapest, Hungary; Copenhagen, Denmark; Glasgow, Scotland; London, England; Munich, Germany; Rome, Italy; and Saint Petersburg, Russia. wing territories: Azerbaijan; Denmark; England;

f) Italy;



	g) Netherlands;
	h) Romania;
	i) Russia;
	j) Scotland; and
	k) Spain.
Match	any official match to be played as part of UEFA EURO 2020™.
New Contract	any new contract between a Successful Buyer and UEFA Events SA for the purchase of Ticket(s) via the Ticket Resale Platform entered into pursuant to Articles 4.7 and 4.8.
Original Contract	the original contract between the Original Ticket Holder and UEFA Events SA for the sale by UEFA Events SA of the applicable Ticket to the Original Ticket Holder.
Original Ticket Holder	the individual who is a Successful Applicant who wishes to list Ticket(s) on the Ticket Resale Platform.
PNA	a participating national association, being any national association participating in UEFA EURO 2020™.
PNA Allocation	collectively, the Tickets allocated by UEFA to the PNAs which were on sale during the PNA Allocation Window(s).
PNA Allocation Rules	a rule or set of rules defined and applied by the PNAs to allocate Tickets to its supporters as more particularly detailed in the Ticketing Terms and Conditions.
Purchase Notification	the email notification confirming the purchase of such Ticket(s) as is/are indicated in such Purchase Notification, as sent by UEFA to the email address provided by the Customer upon their registration on the Ticket Resale Platform.
Refund Policy	the refund policy of UEFA as applicable from time to time which is available for review on the Ticket Resale Platform.
Regulations	 without limitation, the terms of the following: Stadium Regulations; and UEFA, and the relevant Host Association's statutes and regulations applicable for the Matches.
Sale Notification	the email notification confirming the sale of such Ticket(s) as is/are indicated in such Sale Notification, as sent to the email address provided by the Original Ticket Holder in the Ticket Resale Platform Listing Form.
Single Ticket	shall have the meaning given to it in the Ticketing Terms and Conditions.
Stadium	the entire premises of the relevant stadium at which the relevant Match will be played, and any other areas which require a Ticket (or other access device, if applicable) to gain access.



Stadium Owner	the owner of the relevant Stadium and any operator or lessee of such Stadium.	
Stadium Regulations	the Stadium regulations as applicable to the relevant Match which can be accessed at:	
	www.euro2020.com/StadiumRules	
Successful Applicant	shall have the meaning given to it in the Ticketing Terms and Conditions.	
Successful Buyer	any Customer who receives a Purchase Confirmation confirming that they have purchased any Ticket(s) via the Ticket Resale Platform in accordance with Article 4.	
Ticket(s)	the paper, plastic or electronic/mobile ticket offered for sale on the Ticket Resale Platform by the Original Ticket Holder which was purchased by the Original Ticket Holder from UEFA Events SA and which is subject at all times to the Ticketing Terms and Conditions.	
Ticket Resale Platform	the ticket resale platform consisting of the following Internet platforms owned and managed by UEFA at:	
	 <u>https://euro2020-sales.tickets.uefa.com</u> through which the Original Ticket Holder can list Tickets for resale; and 	
	 <u>https://euro2020-resale.tickets.uefa.com</u> through which Customers can purchase Tickets which have been listed for resale 	
	and references to 'Ticket Resale Platform' throughout these Ticket Resale Platform Terms and Conditions shall be construed in accordance with the above.	
Ticketing Terms and Conditions	the terms and conditions available at <u>www.euro2020.com/ticketingTC</u> applicable to tickets to UEFA EURO 2020™, including those allocated from the General Public Allocation and PNA Allocation and those sold via the Ticket Resale Platform.	
Ticket Resale Platform Listing Form	the form available on the Ticket Resale Platform which the Original Ticket Holder must complete and submit to UEFA Events SA in order to list any Ticket(s) for sale and in which the Original Ticket Holder must provide all relevant information about the Ticket(s) including the name of the Match, the date, the section, row, seat number and face value price of the Ticket(s).	
Ticket Type(s)	the Single Tickets.	
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 2020™	the final tournament of the UEFA European Football Championship [™] 2018-2020 which is currently scheduled to be staged in the Host Territories from 11 June 2021 until 11 July 2021, and for which UEFA holds the relating rights of exploitation under the national law of each of the Host Territories.	



UEFA Events SAUEFA Events SA of Route de Genève 46, 1260 Nyon 2, Switzerland
(company registration number: CHE-109.373.092, VAT number: HU
30473519).UEFA Partiesshall be UEFA, UEFA Events SA and any wholly owned subsidiary
thereof of UEFA and UEFA Events SA.

3. Listing Tickets on the Ticket Resale Platform

- 3.1. The Original Ticket Holder accepts and acknowledges that only Tickets which are permitted to be resold by UEFA and, in the case of PNA Allocation Tickets, the relevant PNA pursuant to the PNA Allocation Rules, can be listed for sale and/or resold on the Ticket Resale Platform.
- 3.2. The Original Ticket Holder must register on the Ticket Resale Platform by following the registration procedure stipulated on the Ticket Resale Platform.
- 3.3. Ticket(s) can only be listed by the Original Ticket Holder on the Ticket Resale Platform for the face value price of the relevant Ticket(s).
- 3.4. Only the Successful Applicant who purchased his/her Ticket(s) during the relevant Allocation Window(s), may list any Ticket(s) for sale on the Ticket Resale Platform.
- 3.5. The Original Ticket Holder grants to UEFA Events SA a non-exclusive, transferable, worldwide, paid-up, royalty-free right and license to reproduce, modify, adapt, publish and display on the Ticket Resale Platform any description of the Ticket(s) provided by the Original Ticket Holder in the Ticket Resale Platform Listing Form.
- 3.6. By listing a Ticket on the Ticket Resale Platform, the Original Ticket Holder:
 - a. is making an irrevocable offer to waive his or her right to receive the Ticket(s) and void the Original Contract, both of which are conditional upon entry by UEFA Events SA and a Successful Buyer into a New Contract in relation to such Ticket(s); and
 - b. acknowledges that she/he has read, understood, accepted, and agreed to comply with the Ticketing Terms and Conditions and these Ticket Resale Platform Terms and Conditions.
- 3.7. On entry by UEFA Events SA and a Successful Buyer into a New Contract, UEFA Events SA shall notify the Original Ticket Holder by sending a Sales Notification at which point UEFA Events SA shall be deemed to have accepted the Original Ticket Holder's irrevocable offer to:
 - a. waive his or her right to receive the Ticket(s); and
 - b. void the Original Contract,

in consideration for the refund of the face value of the Ticket(s) in accordance with Article 3.10, thus forming a binding contract. For the avoidance of doubt, UEFA Events SA shall not be liable to accept the Original Ticket Holder's offer to waive his or her right to receive the Ticket(s) or void the Original Contract unless and until the New Contract has been entered into.

3.8. Following issue of the Sale Notification, the Ticket(s) cannot be withdrawn from the Ticket Resale Platform by the Original Ticket Holder and the Original Ticket Holder shall lose any and all rights to receive or use the Ticket(s) which are the subject of the Sale Notification to attend the relevant Match(es). For the avoidance of doubt, the Original Ticket Holder acknowledges that all Ticket(s) listed by him/her on the Ticket Resale Platform may not be purchased by a Customer.



- 3.9. Upon receiving a Sale Notification, the Original Ticket Holder agrees that the Ticket(s) purchased in accordance with Article 3.4 will be no longer delivered to the Original Ticket Holder by UEFA Events SA.
- 3.10. Following the issue of a Sale Notification, the Original Ticket Holder will receive a refund from UEFA Events SA for the face value of the Ticket(s), which are the subject of the Sale Notification. The refund will be made by UEFA Events SA within 30 days from the date on which the Tickets were sold on the Ticket Resale Platform via Alipay or onto the credit or debit card used by the Original Ticket Holder when he or she purchased the Ticket(s) during the relevant Allocation Window(s). In the event that this Alipay account or credit or debit card is no longer valid, the Original Ticket Holder shall immediately inform UEFA Events SA of this fact and the Original Ticket Holder accepts and acknowledges that:
 - a. this may delay any refund being processed; and
 - b. it is the Original Ticket Holder's sole responsibility to provide an alternative Alipay account or credit or debit card onto which the refund shall be made.
- 3.11. In the event that the original payment from the Original Ticket Holder is later recovered or voided by charge back or otherwise from the Original Ticket Holder's credit or debit card company, the Original Ticket Holder agrees that they will be liable to re-pay to UEFA Events SA the relevant sum. The Original Ticket Holder authorises UEFA Events SA to charge the relevant sum to the Original Ticket Holder's credit or debit card (as provided to UEFA Events SA during the Original Ticket Holder's purchase of the Ticket(s)) for the face value of the Ticket(s) or, in the event that the Original Ticket Holder has not already received a refund from UEFA Events SA, the Original Ticket Holder accepts that they will not receive any refund from UEFA Events SA for the Ticket(s).
- 3.12. The Original Ticket Holder may withdraw the Ticket(s) from sale on the Ticket Resale Platform at any time prior to receiving a Sale Notification by following the process listed on the Ticket Resale Platform. Any Ticket(s) which are validly withdrawn from sale by the Original Ticket Holder or which are not purchased by a Successful Buyer will remain valid for use by the Original Ticket Holder for the relevant Match(es) and the Original Contract will not be void.

4. Buying Tickets

- 4.1. The Customer must register on the Ticket Resale Platform by following the registration procedure stipulated on the Ticket Resale Platform.
- 4.2. UEFA Events SA gives no warranty that the Ticket Resale Platform will offer any Customer the opportunity to purchase tickets for UEFA EURO 2020[™] for any particular Match.
- 4.3. The price of such Ticket(s) will be the face value of the Ticket(s) plus the delivery costs outlined at Article 6 below.
- 4.4. The Customer cannot purchase more than the number of Tickets that is permitted pursuant to the Ticketing Terms and Conditions.
- 4.5. The Customer shall make payment for the Ticket(s) to UEFA Events SA in accordance with Article 5 below.
- 4.6. By clicking the "PAY NOW" button/field during the purchase process on the Ticket Resale Platform, the Customer acknowledges that she/he has read, understood, accepted, and agreed to comply with the Ticketing Terms and Conditions and these Ticket Resale Platform Terms and Conditions.
- 4.7. Completing of the relevant Ticket purchase procedure on the Ticket Resale Platform (including successful payment for the Ticket(s) by the Customer in accordance with Article 5 below) constitutes an offer by the Customer to purchase the Tickets from UEFA Events SA.
- 4.8. Any offer made by a Customer pursuant to Article 4.7 shall only be deemed to have been accepted by UEFA Events SA once UEFA Events SA sends a Purchase Notification to the Customer, in which case a



New Contract will have been formed. The Customer will become a Successful Buyer only upon entry into the New Contract.

- 4.9. Whilst UEFA Events SA will attempt to ensure that listings for Tickets on the Ticket Resale Platform are accurate, technical errors may occur. If UEFA Events SA discover that an error has occurred which has resulted in an incorrectly confirmed order for Tickets, UEFA Events SA will inform the Customer as soon as possible and reserves the right to cancel the Customer's purchase and void the applicable New Contract. Where possible, UEFA Events SA will give the Customer the option of reconfirming their order with the correct details or cancelling their order for a full refund. If UEFA Events SA is unable to contact the Customer, the Customer agrees that UEFA Events SA may treat the Customer's order as cancelled and the New Contract void and the Customer shall receive a full refund, without any liability to UEFA Events SA.
- 4.10. The Customer acknowledges that any order which results in the Customer exceeding the Ticket purchase limits identified in Article 4.4 shall be cancelled in full.

5. Payment

- 5.1. Payment for the Ticket(s) is possible via Alipay and via either: (1) a Mastercard or Visa credit card; or (2) a Mastercard or Visa debit card which is enabled for (and permits) internet payments.
- 5.2. The purchase price of the Ticket(s) (including VAT) will be clearly identified to the Customer on the relevant purchase page of the Ticket Resale Platform and all payments will be made in Euro currency (€). The Customer acknowledges that by clicking the confirmation button/field in the relevant Ticket purchase page of the Ticket Resale Platform, the Customer permits the payment to be processed, and the Customer's Alipay account or credit or debit card to be charged.
- 5.3. The Ticket Resale Platform may provide the Customer with information on the currency exchange rates of the relevant Host Territory local currency and the purchase price in such local currency. This information is provided to the Customer for information purposes only. The Customer's Alipay account or credit or debit card issuing bank will apply its own currency exchange rates (if applicable) and may levy additional fees or charges for such transaction. Customers shall contact Alipay or their respective credit or debit card issuing bank before purchasing a Ticket in order to enquire about the relevant exchange rates, charges or fees. UEFA Parties and the Host Association shall not be responsible for any such exchange rates, fees or charges levied by the Successful Buyer's Alipay account or credit or debit card issuing bank.

6. Delivery of Tickets

- 6.1. Tickets will be delivered to Successful Buyers in the following ways, with such method to be determined at UEFA Parties' sole discretion:
 - a. by virtue of electronic "mobile phone tickets". Where Tickets are remitted in this manner, the Successful Buyer is required to download the App on their mobile phone and the electronic Tickets will need to be displayed on the mobile phone in order to enter the Stadium. It is the responsibility of the Successful Buyer to download and install the respective application and to ensure that the Tickets are displayed correctly on their mobile phone. In the event that the Successful Buyer has problems with the installation of the App or the retrieval of the Tickets through the App, the Successful Buyer must immediately inform UEFA Events SA and in any event no later than 1 (one) day prior to the day of the Match. Where Tickets are distributed by virtue of "mobile phone tickets", the Successful Buyer and their Guest(s) (if applicable) will be required to provide their surname, first name, email address, mobile telephone number, date of birth, nationality, title and ID/passport number and any other personal data required under Applicable Laws when registering within the App;
 - b. by express courier sent to the delivery address of the Successful Buyer as provided to UEFA Events SA on the Ticket Resale Platform;
 - c. if a delivery attempt by express courier services in the country of residence of the Successful Buyer is not successful or if express courier delivery to the delivery address of the Successful Buyer is



not possible for other exceptional reasons non-attributable to UEFA Events SA, the Ticket(s) will be remitted to such Successful Buyer personally during the official opening hours of the ticketing centre at the relevant Stadium (or in its vicinity) as further described in Article 6.3;

- d. 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, UEFA Events SA may decide (at its reasonable discretion and, if applicable for PNA Allocation Tickets, following consultation with the relevant PNA) to remit the Tickets personally to the respective Successful Buyer during the official opening hours of the ticketing centre point at the relevant Stadium (or in its vicinity) as further described in Article 6.4.
- 6.2. Subject to Articles 6.3, 6.4 and 6.5, in some instances the Ticket delivery method will be chosen by the Customer via the Ticket Resale Platform and in all other cases will be notified to the Successful Buyer on the Ticket Resale Platform (which will depend on the applicable Allocation Window). Thereafter, Successful Buyers will not be able to request: (i) a change to the delivery method by UEFA Events SA (unless in exceptional circumstances, as determined by UEFA Events SA); and/or (ii) a refund of the Ticket(s) on the basis of the distribution method applicable to their Ticket(s). For the avoidance of doubt, Successful Buyers will not receive a refund for any Ticket(s) which they fail to download using the App, which are sent by express courier in accordance with Article 6.1.b which the Successful Buyer rejects delivery of, fails to rearrange delivery of or fails to collect from the express courier company or which the Successful Buyer does not collect in accordance with Articles 6.3, 6.4 and 6.5.
- 6.3. If delivery of the Tickets is not possible in accordance with Article 6.1.c, the Successful Buyer will be informed by email as soon as reasonably practicable that her/his Ticket(s) can be collected during the opening hours at the ticketing centre or delivered as a mobile phone ticket in accordance with Article 6.1.a. For the former, the email will provide the exact details of the ticketing centre as well as the opening times during which the Ticket(s) can be collected. Such location shall be in the vicinity of the relevant Stadium or in the relevant Host City centre. In order to collect such Ticket(s), the Successful Buyer must show a personal identification document (passport or national identity card) for them and their Guest(s) and the print-out of the above mentioned email. The Guest(s) must be present at the ticketing centre with the Successful Buyer in order to collect the Tickets.
- 6.4. In the event that the Successful Buyer is required to collect his/her Tickets in accordance with Article 6.1.d, the Successful Buyer, subject to Article 6.5, will be informed by email, no later than ten (10) days prior to the Match, that her/his Ticket(s) can be collected during the opening hours at the Ticket collection point. The email 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 vicinity of the Stadium or in the relevant Host City centre. In order to collect such Ticket(s), the Successful Buyer must show a personal identification document (passport or national identity card) for them and their Guest(s) and the print-out of the above mentioned email. The Guest(s) must be present at the Ticket collection point with the Successful Buyer in order to collect the Tickets. For the avoidance of doubt, Tickets will not be remitted to any Successful Buyer who fails to meet the identification requirements or who is deemed to be an Excluded Person (as defined in Article 12.2 of the Ticketing Terms and Conditions) pursuant to these Ticket resale Platform Terms and Conditions and/or the Ticketing Terms and Conditions).
- 6.5. The Customer acknowledges that for PNA Allocation Tickets the relevant PNA may determine that certain Tickets are to be distributed in accordance with Article 6.1d. In the event that such determination is made by the relevant PNA, the Successful Buyer will be informed as soon as reasonably practicable of such requirement from the PNA, who will provide to the Successful Buyer the details of the Ticket collection point and Ticket collection procedure. The Customer acknowledges that such notification may be provided following receipt of an initial "mobile phone ticket" and that such "mobile phone ticket" will then be deactivated by UEFA. UEFA does not accept any responsibility and shall not be liable for any such decision of the PNA pursuant to this Article 6.5.
- 6.6. In the event that Tickets are remitted to the Successful Buyer by express courier and the Successful Buyer requests that her/his Ticket(s) are delivered to an alternative address and/or recipient by the express courier service nominated by UEFA Events SA to deliver the Ticket(s), Customers acknowledge and agree that the courier service will notify UEFA Events SA of such alternative delivery details and/or recipient



details and that identity checks may be carried out at the Stadium in respect of the Tickets allocated to the Successful Buyer.

- 6.7. Defective mobile Ticket(s) such as for example, Tickets not displayed in the App, Tickets not being displayed due to defective mobile phone or insufficient battery, or with incorrect personal information displayed on the Ticket, will be rejected at the entrance to the Stadium. The UEFA Parties, the relevant Host Association and the Stadium Owner shall not be responsible for defective, lost or stolen Ticket(s) and will accept no obligation to reissue any such Ticket(s) provided that where there is a defect of a mobile Ticket entirely attributable to UEFA Parties, UEFA Parties shall where reasonably possible block the Ticket concerned after notification of the defect and issue a new Ticket to the Successful Buyer upon provision of sufficient evidence from the Successful Buyer.
- 6.8. Defective printed Ticket(s) such as, for example, Tickets with illegible printing or missing seat numbers, shall be notified to UEFA Events SA in writing in accordance with Article 13 within seven (7) days of receipt of the Tickets (save for where such Ticket(s) have been collected by the Successful Buyer at the Stadium (or in its vicinity), in which case the Successful Buyer must immediately notify UEFA Events SA). Defective Ticket(s) will be replaced free of charge provided that the original defective Ticket(s) are returned/remitted to UEFA Events SA in their original condition. The UEFA Parties, the relevant Host Association and the Stadium Owner shall not be responsible for lost, stolen, damaged or destroyed Ticket(s) after their delivery to the Successful Buyer. In particular, the UEFA Parties, the relevant Host Association and the Stadium Owner shall not be liable to refund any Ticket(s) or to re-print Ticket(s).
- 6.9. Tickets shall remain the property of UEFA Events SA at all times.

7. Personal Data

- 7.1. UEFA, acting as data controller, collects and processes personal data for the following three purposes: for organisational and security purposes related to each Match and safety or sanitary measures in the context of COVID-19 (Article 7.2), for the purposes of the Ticket sales (Article 7.4) and/or for commercial purposes (Article 7.6).
- 7.2. UEFA collects and processes the Original Ticket Holder's and the Customer's following personal data for the purpose of processing the listing, application, sale and purchase of Tickets and carrying out any access check procedure or other necessary screening: identification data such as title, surname/first name(s), date of birth, place of birth, country of residence and nationality, PNA member number, mobile telephone number, email address, passport / ID number, contact details such as complete postal address. UEFA collects and processes the Guest's following personal data for the purpose of processing the application for Tickets and carrying out any access check procedure or other necessary screening: identification data such as name, surname, date of birth, PNA member number, nationality and passport/ ID number. Where Tickets are remitted by virtue of electronic "mobile phone tickets", Successful Buyers are subsequently requested to provide the following personal data when downloading the App: surname, first name, email address, mobile telephone number, date of birth, nationality, title, ID/passport number and PNA member number and Access Code (if applicable). Where the Successful Buyer is required to collect Tickets in accordance with Article 6.3 or 6.4, UEFA collects and processes the Successful Buyer's following personal data for the purpose of Ticket collection procedures and confirmation of the successful remittance of the relevant Ticket(s): photograph. All such personal data is collected and processed for the purpose of processing the listing, sale and purchase of Tickets on the Ticket Resale Platform and, in the case of Successful Buyers, for the purposes of identification, security and sanitary measures related to the Match.
- 7.3. Personal data is required and is necessary for the performance of the contract entered into between UEFA and the Original Ticket Holder and UEFA and the Successful Buyer, as well as for the legitimate interest of determining eligibility of persons interested in purchasing Ticket(s) and ensuring Tickets are delivered to the right individual as well as of guaranteeing an effective security system and a safe environment inside and around the Stadium, as well as to combat the unlawful sale of Tickets.
- 7.4. UEFA collects and processes the Original Ticket Holder's and the Customer's personal data for the purpose of listing, selling and issuing the Tickets: identification data such as first name(s), surname, PNA member number, contact details such as postal address, email address and payment details such as credit or debit card details (if applicable) which will be only used for the purchase of Ticket(s) following their



allocation, in accordance with these Ticket Resale Platform Terms and Conditions), for the purpose of invoicing and delivery of the Tickets.

- 7.5. Personal data is required and is necessary for the performance of the contract entered into between UEFA and the Original Ticket Holder and UEFA and the Successful Buyer and any subsequent steps following a successful Ticket allocation.
- 7.6. Provided that consent has been given by the Original Ticket Holder or the Customer during the sale or purchase process, personal data regarding surname, first name(s) and email address will be collected and processed by UEFA to provide the Original Ticket Holder or Customer by electronic means with information and publicity on UEFA's products, services, commercial activities and events.
- 7.7. If the Original Ticket Holder or the Customer does not wish to receive, or no longer wishes to receive any offers and information from UEFA, he/she can opt-out directly in his/her account.
- 7.8. UEFA is subject to applicable data protection laws when collecting and processing personal data. Personal data submitted by the Original Ticket Holder or the Customer to UEFA will be stored and processed via the Ticket Resale Platform in accordance with these Terms and Conditions, the <u>Privacy Notification</u> and the UEFA Privacy Policy set out at <u>http://www.uefa.com/privacypolicy/index.html</u>.
- 7.9. UEFA uses the following categories of third party and may transfer personal data to these recipients for the sole purpose of the performance of their activities:
 - a. technical service providers which help to maintain the security and performance of the Ticket Resale Platform and the App;
 - b. service providers which help to issue and deliver the Tickets;
 - c. for PNA Allocation Tickets, the relevant PNA to the extent necessary for such PNA to ensure compliance with and subsequent enforcement of its PNA Allocation Rules;
 - d. the Host Association within whose jurisdiction the relevant Match occurs, the relevant Stadium Owner, Stadium security and access service providers and any such other providers which help to organise the Match and maintain safety and security (including in relation to sanitary measures); and
 - e. the relevant authorities to the extent necessary to maintain safety and security in connection with the Match (including in relation to sanitary measures).
- 7.10. The personal data of Original Ticket Holders, Customers, Successful Buyers and Guests provided to UEFA pursuant to these Ticket Resale Platform Terms and Conditions is only collected and processed by UEFA for no longer than is necessary for the purposes described in Articles 7.2, 7.4 and 7.6, unless the use of such personal data is further required for ongoing administrative or judicial proceedings relating to the Match or, where necessary, for preventing or detecting unlawful actions.
- 7.11. Original Ticket Holders, Customers, Successful Buyers and Guests have the right to request access to or information about the personal data related to them which are processed by UEFA. They can access, update and/or request the deletion, restriction, rectification and/or receipt of their personal data in accordance with the applicable data protection legislation of the relevant Host Territory. Any requests relating thereto shall be sent via https://support.tickets-euro2020.uefa.com/hc/en-us/requests/new. To do so, UEFA may require any such individual to provide verification of their identity (e.g. copy of official Identification Document with a photo mentioning their date & place of birth). UEFA may refuse, restrict or defer a request where a formal enactment so provides, where this is required to protect the overriding interests of third parties and/or where its own overriding interests so require or where requests are manifestly unfounded or excessive and where UEFA has the right to do so under the applicable data protection laws (for example, where another legal justification for processing applies). Original Ticket Holders, Customers, Successful Buyers and Guests have the right to file a privacy complaint with their local supervisory authority. Where an Original Ticket Holders, Customers, Successful Buyers and Guests



legitimately withdraws or restricts their consent, or otherwise objects to how UEFA process their personal data, UEFA may be unable to allow such individual to purchase a Ticket and/or attend relevant Match.

7.12. Each Original Ticket Holder and Customer accepts and acknowledges that he/she has understood how UEFA will process their personal data under this Article 7 and, where consent is required under applicable data protections laws, consents to the processing of their personal data as detailed herein. Each Customer also confirms that he/she is authorised by each Guest to disclose the personal data of its Guest(s) to UEFA for the purposes detailed hereunder and, where consent is required under applicable data protection laws, has obtained each Guest's consent to the processing of their personal data as detailed herein.

8. Force Majeure

- 8.1. The UEFA Parties, the relevant Host Association and/or the Stadium Owner reserve the right to make alterations to the time, date and location of UEFA EURO 2020 and/or the Match(es) due to unforeseen extraordinary circumstances: force majeure, safety and/or security reasons or other decisions (including in the context of COVID-19) made by any competent authority which have a major impact on the Match being played at the Stadium.
- 8.2. In the event of cancellation, abandonment, postponement or replaying of the Match, or in the event of a change of venue, reduction of Stadium capacity or the playing of the relevant Match behind closed doors, the Successful Buyer will be bound by the Refund Policy in respect of any refunds of the Tickets purchased by the Successful Buyer provided however that:
 - a. any refunds may be made only to the Successful Buyer and only up to the purchase price paid by such Successful Buyer for the Ticket(s), and shall not, for the avoidance of doubt, entitle the Successful Buyer to a refund of any costs and expenses incurred by the Successful Buyer or Guest(s) in relation to travel or accommodation; and
 - b. subject to the foregoing and Article 9, the UEFA Parties, the relevant Host Association, the relevant PNA and/or the Stadium Owner will not have any liability to the Successful Buyer or any Guest on account of any such cancellation, abandonment, postponement, replay, reduction of Stadium capacity, change of venue or playing of the relevant Match behind closed doors or other failure or deficiency in the conduct of the Match

9. Liability

- 9.1. In the event that the UEFA Parties, the relevant Host Association, the relevant PNA and/or the Stadium Owner is in breach of their obligations (under these Ticket Resale Platform Terms and Conditions or otherwise), the UEFA Parties, the relevant Host Association, the relevant PNA and/or the Stadium Owner shall only be responsible for such loss or damage suffered by the Original Ticket Holder or Customer which was reasonably foreseeable as a result of the breach. The UEFA Parties, the relevant Host Association, the relevant PNA and/or the Stadium Owner shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time the Original Ticket Holder or Customer entered into a contract pursuant to these Ticket Resale Platform Terms and Conditions.
- 9.2. Notwithstanding Article 9.1, the UEFA Parties, the relevant Host Association, the relevant PNA and/or the Stadium Owner is not liable for any business losses and the UEFA Parties, the relevant Host Association, the relevant PNA and/or the Stadium Owner will have no liability to any Original Ticket Holder or Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.3. In any event, to the maximum extent permitted by law, the UEFA Parties, the relevant Host Association, the relevant PNA and/or the Stadium Owner hereby exclude any liability for loss, damage or injury to an Original Ticket Holder and Customer and/or their property, including (but not limited to) any indirect or consequential loss or damage, including (but not limited to) loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.



- 9.4. The UEFA Parties, the relevant Host Association, the relevant PNA and/or the Stadium Owner shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 9.5. Notwithstanding any provision in these Ticket Resale Platform Terms and Conditions, the UEFA Parties, the relevant Host Association, the relevant PNA and/or the Stadium Owner does not seek to exclude or limit their liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by the UEFA Parties', the relevant Host Association's, the relevant PNA's and/or the Stadium Owner's negligence or the negligence of any of their officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by law.
- 9.6. Nothing stated or implied in these Terms and Conditions will affect the Original Ticket Holder's or Customer's statutory rights or any rights that can't be excluded under the laws of the relevant Host Territory.

10. Severability and Amendment

- 10.1. UEFA Events SA reserves the right to change the Ticketing Terms and Conditions and these Ticket Resale Platform Terms and Conditions if necessary to ensure the proper and safe staging of UEFA EURO 2020[™] and/or any Match at the Stadium. UEFA Events SA will notify each Successful Buyer of such changes via an email sent to the address indicated by the Successful Buyer during their registration on the Ticket Resale Platform and the Successful Buyer will have the choice, as the case may be, to consent to such changes or to withdraw from purchase of Ticket(s) via the Ticket Resale Platform or have the right to terminate as of right the agreement concluded with UEFA Events SA. The method of such termination and its consequences will be listed in the above mentioned email.
- 10.2. Should any provisions of these Ticket Resale Platform Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority:
 - a. the remainder of the Ticket Resale Platform Terms and Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included; and
 - b. where required and/or permitted under Applicable Laws, the invalid provision shall be replaced with a provision, which closely approximates the economic purpose of such invalid provision.

11. Authentic Text

These Ticket Resale Platform Terms and Conditions have been drafted in the English language and may be translated into the languages of each of the Host Territories and are available on the Ticket Resale Platform. Where permitted under Applicable Laws, in the event of any discrepancy between the English and the translated versions, the English version shall prevail

12. General

- 12.1. The Successful Buyer shall be responsible for the proper performance and compliance by her/his Guests with the Terms & Conditions.
- 12.2. The Regulations (which shall be provided on request by UEFA) shall be incorporated into these Ticket Resale Platform Terms and Conditions and each Original Ticket Holder, Customer, Successful Buyer and Guest shall abide by the Regulations
- 12.3. Original Ticket Holders, Customers and Successful Buyers accept and acknowledge that the sale and purchase of any Tickets pursuant to the Ticket Resale Platform shall be subject at all times to the Ticketing Terms and Conditions.
- 12.4. These Ticket Resale Platform Terms and Conditions, together with the Ticketing Terms and Conditions, constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Ticket Resale Platform Terms and Conditions or the Ticketing Terms and Conditions



which is not already set out in these Ticket Resale Platform Terms and Conditions or the Ticketing Terms and Conditions.

- 12.5. The European Commission provides on its website the following link to the ODR platform: <u>https://ec.europa.eu/consumers/odr</u>. This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders. The UEFA Parties are neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.
- 12.6. These Ticket Resale Platform Terms and Conditions are governed by the laws of Switzerland. This choice of law Article shall not affect the statutory rights of an Original Ticket Holder or a Customer being a consumer at their usual place of residence within the relevant Host Territory.
- 12.7. The parties agree that, save where precluded under any Applicable Laws, the courts of the Canton of Vaud, or that of the place of residence or domicile of the Original Ticket Holder or a Customer if the latter qualifies as a consumer, have exclusive jurisdiction to settle any dispute arising under or in connection with these Ticket Resale Platform Terms and Conditions..

13. Contact

Any information requests regarding the ticketing sales process should be addressed to the customer service appointed by the UEFA Parties in relation to the ticketing process for the UEFA EURO 2020[™] and the Matches, through: <u>https://support.tickets-euro2020.uefa.com/hc/en-us/requests/new</u>