

## **UEFA Youth League™ 2018 – 2019 Finals TICKETING TERMS AND CONDITIONS FOR FOOTBALL SCOUTS**

### **A. INTRODUCTION**

#### **1. Scope**

The following UEFA Youth League™ 2018 – 2019 Finals Ticketing terms and conditions (the “Terms and Conditions”) are designed to ensure a fair, correct and efficient process for the request and use of Tickets to the UEFA Youth League™ 2018-2019 Finals in Nyon (“the Finals”). The allocation 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 Finals stadium(s).

#### **2. Definitions**

<b>Applicant</b>	any natural person over 18 years of age who has legal capacity to apply and enter into an agreement for the allocation of the Tickets to the Finals in accordance with these Terms and Conditions.
<b>Application Form</b>	the electronic form filled-in and submitted by an Applicant online via the FAME Portal being the request of the Applicant to be allocated Ticket(s).
<b>FAME Portal</b>	UEFA’s online Football Administration and Management Environment, the specific URL of which will be communicated to the Applicant by UEFA, on which Applicants can apply for Tickets by submitting the Application Form.
<b>Finals</b>	the UEFA Youth League™ 2018-2019 Finals due to be held at the Stadium on 26 April 2019 and 29 April 2019.
<b>Guest</b>	an individual attending the Match to whom Tickets may be transferred by the Applicant in accordance with these Terms and Conditions.
<b>Match</b>	any official match to be played as part of the Finals.
<b>Notification</b>	the email notification of acceptance by UEFA of the Applicant’s offer with confirmation of the allocation of the Ticket(s) indicated in such Notification, as sent by UEFA to the email address provided by the Applicant in the Application Form.
<b>Regulations</b>	means, without limitation, the terms of the following: <ul style="list-style-type: none"><li>- Laws of Switzerland</li><li>- Stadium Regulations; and/or</li><li>- UEFA statutes and regulations applicable for the Match.</li></ul>

<b>Stadium</b>	the entire premises of the Colovray Stadium, Route de Genève 37, 1260 Nyon, including all areas which require a Ticket to gain access to.
<b>Stadium Regulations</b>	the “Colovray Stadium Regulations” as applicable from time to time which can be accessed at: <a href="http://www.uefa.com">www.uefa.com</a>
<b>Ticket</b>	the paper or plastic ticket held by the Ticket Holder which (subject to these Terms and Conditions) grants the Ticket Holder the right to attend the Match and occupy a seat at the Stadium as indicated on each such Ticket.
<b>Ticket Holder</b>	any person who is in actual and legitimate possession of a Ticket including, without limitation, successful Applicants and Guests (as applicable).
<b>UEFA</b>	Union des associations européennes de football whose offices are located at Route de Genève 46, 1260 Nyon 2, Switzerland (and any wholly owned subsidiary thereof, including but not limited to, UEFA Events SA), which is responsible for the organisation and staging of the Finals in Switzerland and who is the Stadium owner.

## **B. SALE OF TICKETS**

### **3. General Application Rules**

- 3.1. Applicants may apply for the Ticket(s) via the FAME Portal within the application deadlines communicated to the Applicants.
- 3.2. By clicking the confirmation button/field in the Application Form on the FAME Portal, the Applicant acknowledges that he/she has read, understood and agrees to comply with these Terms and Conditions.
- 3.3. Tickets will be available in one category as indicated on the FAME Portal however UEFA reserves the right to relocate the Ticket Holders at the Stadium.
- 3.4. In the Application Form, the Applicant is required to provide the surname, first name, date of birth, organisation she/he represents, postal address and phone number for herself/himself.
- 3.5. It is the sole responsibility of the Applicant to ensure that:
  - a. the Application Form has been filled-in completely with all required personal details ;
  - b. the mandatory acknowledgements and acceptances in relation to personal data processing and acceptance of these Terms and Conditions as required by UEFA in the Application Form are properly given by clicking the respective box(es) in the Application Form; and
  - c. the Application Form is properly submitted to UEFA. An email with the Application Form receipt confirmation will be issued by UEFA and sent automatically to the email address provided by the Applicant in the Application Form. If the Applicant does not receive this confirmation he/she should report it to UEFA without delay.

- 3.6. Timely submission of the correctly filled-in Application Form, properly received by UEFA, constitutes an offer of the Applicant to conclude an agreement to be allocated the Ticket(s) indicated in the Application Form, which may be accepted by UEFA in accordance with Article 4.1.

#### **4. Offer Acceptance**

- 4.1. The agreement between UEFA and the relevant Applicant for the allocation of the Ticket(s) will be concluded (under these Terms and Conditions) only after the acceptance of the Applicant's offer to UEFA by way of submission of the Notification to the Applicant.
- 4.2. Applicants are requested to review their Notification for any inaccuracies, in particular with regards to their Ticket(s) quantity. Any inaccuracies must be immediately notified to UEFA.

#### **5. Distribution of Tickets**

- 5.1. Tickets will be delivered to the Applicants by personal pick-up by the Applicant. UEFA will notify the respective Applicant by email, providing the exact details of the Ticket collection point as well as the opening times during which the Ticket(s) can be collected. In order to collect such Tickets, the respective Applicant must present a valid scout identification document together with an identification document (passport or national identity card).
- 5.2. Tickets shall remain the property of UEFA at all times.
- 5.3. Defective Ticket(s) such as, for example, Tickets with illegible data, missing seat information, or with incorrect personal information printed on the Ticket (if applicable), shall be immediately notified to UEFA upon receipt of the Tickets. UEFA shall not be responsible for lost, stolen, damaged or destroyed Ticket(s) after their delivery to the successful Applicant.

### **C. USE OF TICKETS**

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

- 6.1. Except as expressly permitted in Article 6.2, any resale, transfer, offer or advertisement for resale or transfer of the Ticket(s) whether for free or for consideration, is strictly prohibited without the prior written approval of UEFA (to be given at UEFA's sole discretion).
- 6.2. Applicants shall be permitted to transfer the Ticket to his/her Guest provided that (jointly):
  - a. the Applicant will attend the Match together with his/her Guest (unless otherwise permitted by UEFA);
  - b. each Guest(s) shall attend the Match and shall not resell or transfer their Ticket;
  - c. the Tickets are for their personal use;
  - d. such permitted transfer is free of any consideration;
  - e. the Applicant shall keep a record of the Ticket(s) transferred to the Guest(s) and the Guest(s) personal details and provide these to UEFA on request; and
  - f. Guests, by accepting the transfer of Tickets from the Applicant, agree to be subject to these Terms and Conditions.

6.3. The Ticket(s) shall not be:

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

6.4. Ticket Holders shall not:

- a. run any advertisements or promotions relating to UEFA, the Finals or the Match;
- b. advertise, promote, give away, distribute, sell or offer for sale any product or service from any part of the Stadium or via the display of overt commercial messages on clothing worn or items brought into the Stadium; or
- c. exploit any marketing or promotional opportunities in relation to the Ticket(s).

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

6.5. Ticket(s) acquired or used in breach of Article 6 and/or Article 11 of these Terms and Conditions shall be void and any person seeking to use such Ticket(s) will be deemed a trespasser and will be refused entry or be evicted from the Stadium and may be liable to further legal action. Any unauthorised sale or transfer of the Ticket(s) may be reported to the police.

## **7. Entrance to the Stadium**

7.1. Access to the Stadium will be permitted during such hours as specified in the Notification or as published on UEFA website at [www.uefa.com](http://www.uefa.com).

7.2. Entrance to the Stadium shall be:

- a. subject to compliance with:
  - i. these Terms and Conditions;
  - ii. the Stadium Regulations;
  - iii. all applicable laws (whether statutory or otherwise and including health and safety requirements) governing access or presence at the Stadium, attendance at the Match, use of the Tickets, general safety certificate and any special safety certificate applying to the Stadium, issued by any authority that has jurisdiction or authority in relation to the holding of the Match at the Stadium; and
- b. authorised upon presentation of a valid Ticket per person (regardless of age) and, upon request, proof of identity with valid photograph (passport or national identity card). Ticket Holders leaving the Stadium will not be re-admitted.

## **8. Conduct at the Stadium**

- 8.1. For safety and security purposes, all persons attending the Match, if and when so requested by stewards, safety personnel and/or any other legally authorised persons representing the organiser of the Match, shall:
- a. produce a valid Ticket together with proof of identity with valid photograph (passport or national identity card) in order to provide satisfactory evidence that the Ticket Holder's identity corresponds to that of the Applicant/Guest;
  - b. submit to inspections, body checks and examinations (including through the use of technical aids) to ensure that they are not in possession of dangerous, prohibited or unauthorised items. Safety personnel, stewards and/or police shall be entitled to search any person's clothing and his/her belongings; and
  - c. comply with all instructions and guidelines issued by safety personnel, stewards and/or police and/or any other duly authorised persons at the Stadium.
- 8.2. The Stadium Regulations contain detailed lists of prohibited items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein. Abbreviated versions of these Terms and Conditions and/or Stadium Regulations, or simple icons illustrating prohibited items or conduct, may also be included on the Ticket and must be fully complied with by the Ticket Holder.
- 8.3. Without limitation, it is strictly forbidden to do any of the following inside the Stadium:
- a. occupy or access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Ticket category held by the Ticket Holder;
  - b. restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits; and/or
  - c. engage in any other conduct which may endanger any person at the Stadium.
- 8.4. Fans supporting the teams participating in the Match may not be segregated at the Stadium and each Ticket Holder agrees to behave responsibly and in line with the safety and security guidelines communicated by UEFA.

## **9. Sound and Image Recordings**

- 9.1. Ticket Holders attending the Match at the Stadium, consent to being photographed, filmed or taped by UEFA and/or any third parties appointed thereby, which shall have the right to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration, the Ticket Holder's voice, image and likeness by means of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.
- 9.2. Ticket Holders shall not take, 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 his/her exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Stadium for any commercial purposes). It is strictly forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, picture, image, data, description, result and/or statistics of the Match in whole or in part, or to assist any other person(s) conducting such activities. Copyright, database rights and any other intellectual property rights in any unauthorised recording or transmission under this clause is assigned (by way of present assignment of future rights) to UEFA. Ticket Holders further agree (if and

whenever required to do so by UEFA) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to UEFA absolutely and free of all encumbrances and other charges.

## **D. MISCELLANEOUS**

### **10. Liability**

- 10.1. In the event that UEFA is in breach of their obligations (under these Terms and Conditions or otherwise), UEFA shall only be responsible for such loss or damage suffered by the Ticket Holder which was reasonably foreseeable as a result of the breach. UEFA shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time the Applicant entered into a contract pursuant to these Terms and Conditions.
- 10.2. Notwithstanding Article 10.1, UEFA is not liable for any business losses and UEFA will have no liability to any Ticket Holder for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.3. In any event, to the maximum extent permitted by law, UEFA hereby excludes any liability for loss, damage or injury to a Ticket Holder 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.
- 10.4. UEFA 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.
- 10.5. Notwithstanding any provision in these Terms and Conditions, UEFA 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'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.
- 10.6. Nothing stated or implied in these Terms and Conditions will affect the Ticket Holder's statutory rights.

### **11. Unauthorised Spectators**

- 11.1. Ticket Holders are permitted to attend the Match only provided that they are not an Excluded Person and provided that the transfer of the Ticket to the Guest(s) (if applicable) is made subject to and in accordance with Article 6.2 of these Terms and Conditions.
- 11.2. For the purpose of this Article 11, "Excluded Person" means:
  - a. any person subject to a football banning order pursuant to a conviction under the Laws of the country where the Finals takes place;
  - b. any person banned by UEFA, FIFA, any football governing body or otherwise, from travelling to or attending an association football match;
  - c. any person banned by the UEFA from attending events at the Stadium; and
  - d. any person who has breached or is in breach of these Terms and Conditions.

## **12. Privacy**

- 12.1. UEFA is subject to Swiss data protection laws when collecting and processing personal data. Personal data provided and processed pursuant to these Terms and Conditions is stored and processed via the FAME Portal in accordance with the FAME Portal Terms and Conditions and the UEFA Privacy Policy as set out at <https://www.uefa.com/privacypolicy/index.html>. The personal data identified above are collected and processed (i) on the basis that such processing is necessary for the performance of the contract entered into between UEFA and the successful Applicant (ii) for the purpose of the organisation and administration of the ticketing allocation process and/or (iii) for the purpose of any relevant safety and security measures, as well as any administrative process or request from the relevant authorities related to the performance of activities on their soil. UEFA may transfer such personal data to its subsidiaries and third parties, in particular to venue security and access service providers, as well as to the relevant authorities for the above mentioned purposes, and in the performance of their activities.
- 12.2. The personal data provided and processed pursuant to these Terms and Conditions is only collected and processed by UEFA for no longer than is necessary for the purposes described in these Terms and Conditions, unless the use of such personal data is further required for ongoing administrative or judicial proceedings relating to the Finals or, where necessary, for preventing or detecting unlawful actions. Persons applying for Tickets have the right to access, update, and/or request the deletion of the information related to them, by contacting [UYLscoutsticketing@uefa.ch](mailto:UYLscoutsticketing@uefa.ch). To do so, UEFA may require any such person 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 UEFA has the right to do so under the applicable law on data protection.
- 12.3. By submitting the Application Form, each Applicant acknowledges and agrees, and shall ensure that their Guest(s) (if applicable) acknowledges and agrees, that they have understood this Article 12.

## **13. Unforeseen Circumstances**

- 13.1. UEFA reserves the right to make alterations to the time, date and location of the Match due to unforeseen extraordinary circumstances: force majeure, safety and/or security reasons or other decisions made by any competent authority which have a major impact on the Match being played at the Stadium.
- 13.2. In the event of cancellation, abandonment, postponement or replaying of the Match, the Applicant will not be entitled to a refund of any costs and expenses incurred by the Applicant or Guest in relation to travel or accommodation.
- 13.3. Subject to Article 10, UEFA will not have any liability to the Applicant or any Guest on account of any such cancellation, abandonment, postponement, replay or other failure or deficiency in the conduct of the Match.

## **14. Severability and Amendment**

- 14.1. UEFA reserves the right to change these Terms and Conditions if deemed necessary, including to ensure proper and safe staging of the Match at the Stadium. UEFA will notify each Applicant of such changes via an email sent to the address indicated by the Applicant in the Application Form and the Applicant will have the choice to consent to such changes or to withdraw his/her application or withdraw from the agreement concluded with UEFA in accordance with Article 4.1 (as applicable).
- 14.2. Should any provisions of these Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of these Terms and

Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.

**15. Authentic Text**

15.1. These Terms and Conditions have been drafted in the English language.

**16. General**

16.1. The Applicant consents to these Terms and Conditions himself/herself and on behalf of his/her Guest(s) (i.e. Applicant shall ensure that his/her Guest(s) understand(s), agree(s) with and will conform to these Terms and Conditions).

16.2. These 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 Terms and Conditions which is not already set out in these Terms and Conditions.

16.3. These Terms and Conditions are governed by the laws of the country in which the Finals takes place. The parties agree that the courts of the country in which the Finals takes place, or that of the place of residence or domicile of the Applicant if the Applicant qualifies as a consumer, have exclusive jurisdiction to settle any dispute arising under or in connection with these Terms and Conditions.