

**2021 UEFA Club Finals
OFFICIAL HOSPITALITY PACKAGES RETURN TERMS AND CONDITIONS**

A. INTRODUCTION

1. Scope

The following 2021 UEFA Club Finals official hospitality packages return terms and conditions (the "Official Hospitality Packages Return Terms and Conditions") set out the conditions for the return of official hospitality packages for the 2021 UEFA Europa League™ Final and the 2021 UEFA Champions League™ Final via the 2021 UEFA Europa League™ Final official hospitality packages client portal at <https://uefa-webshop.hospitality.uefa.com/account/editPersonalDetails> and the 2021 UEFA Champions League™ Final official hospitality packages client portal at <https://uclf-webshop.hospitality.uefa.com/account/editPersonalDetails>.

2. Definitions

2021 UEFA Club Finals	means <ul style="list-style-type: none">(a) the final UEFA Europa League match scheduled to be played at the conclusion of the 2020/21 season, which match is scheduled to be played in Gdansk, Poland (or in such other venue or city as notified by UEFA), on 26 May 2021 (or on such other date as notified by UEFA); and(b) the final UEFA Champions League match scheduled to be played at the conclusion of the 2020/21 season, which match is currently scheduled to be played in Istanbul, Turkey (or in such other venue or city as notified by UEFA) on 29 May 2021 (or on such other date as notified by UEFA).
Applicable Laws	means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any governmental authority that apply to the Original Package Buyer, or the subject matter of these Official Hospitality Packages Return Terms and Conditions.
Client	shall have the meaning given to it in the Official Hospitality Terms and Conditions.
Client Portal	the dedicated UEFA portal accessible only via an individual log-in provided to the Client by UEFA, through which the Client can make a Return Request.
Client Portal Listing Form	the form available on the Client Portal which the Original Package Buyer must complete and submit to UEFA in order to specify which Package(s) they wish to return to validly submit their Return Request.
Host Association	the UEFA member association appointed by UEFA which is responsible for the organisation and staging of the relevant Match. For the avoidance of doubt, the Host Association is deemed to be the "organiser" of the Match under the applicable law.
Invoicing Party	the entity or person designated by the Client who received the original invoice for the purchase of the Package(s) and performed the payment for the Package(s) (which, for the avoidance of doubt, can be the Client themselves or such other entity or person as designated by the Client).
Match	the relevant 2021 UEFA Club Finals match for which the Package(s) were purchased.

Official Hospitality Terms and Conditions	the terms and conditions available at: https://uclf.hospitality.uefa.com/wp-content/uploads/sites/3/2015/10/2021-Club-Finals-Official-Hospitality-Terms-and-Conditions.pdf applicable to Packages to the 2021 UEFA Club Finals.
Original Contract	the original contract between the Original Package Buyer and UEFA for the sale by UEFA of the applicable Package(s) to the Original Package Buyer.
Original Package Buyer	the Client who wishes to return Package(s) on the Client Portal.
Package(s)	the hospitality packages made available by UEFA for the relevant Match, which include a Ticket, listed for return on the Client Portal by the Original Package Buyer and which were purchased by the Original Package Buyer from UEFA.
Return Confirmation	the email confirmation as sent by UEFA to the email address provided by the Original Package Buyer in their Client Portal, which is sent following the submission of a Return Request, confirming that the Package(s) listed in such Return Confirmation have been returned to UEFA and shall be refunded by UEFA Events SA (or, in respect of Packages for the 2021 UEFA Europa League™ Final, via the relevant Host Association) in accordance with these Official Hospitality Packages Return Terms and Conditions.
Return Period	the period specified by UEFA, and as notified to the Original Package Buyer by UEFA (expressly including any notification to the Original Package Buyer by email), during which the Original Package Buyer can make a Return Request. For the avoidance of doubt, Return Requests will not be accepted outside of the Return Period.
Return Request	the request to return Packages, and for the Invoicing Party to receive a refund for the face value of such Packages, placed by an Original Package Buyer during the Return Period via the Client Portal in accordance with these Official Hospitality Packages Return 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.
Ticket(s)	the ticket for the relevant Match which is included in a Package.
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 Events SA	UEFA Events SA of Route de Genève 46, 1260 Nyon 2, Switzerland.
UEFA Parties	shall be UEFA, UEFA Events SA and any wholly owned subsidiary thereof of UEFA and UEFA Events SA.

3. Submitting a Return Request on the Client Portal

- 3.1. Only the Original Package Buyer who purchased their Package(s) may submit a Return Request on the Client Portal.
- 3.2. The Original Package Buyer must enter the Client Portal by using their Client Portal login details

- 3.3. The Original Package Buyer can make a Return Request to return Package(s) purchased by them, and for the Invoicing Party to receive a refund of the face value price of the relevant Package(s), by completing the Client Portal Listing Form on the Client Portal during the Return Period.
- 3.4. By making a Return Request on the Client Portal, the Original Package Buyer:
- a. is making an irrevocable offer to waive their right to receive the Package(s) which are the subject of the Return Request and void the Original Contract in respect of such Package(s); and
 - b. acknowledges that they have read, understood, accepted, and agreed to comply with these Official Hospitality Packages Return Terms and Conditions.
- 3.5. Following the submission of a Return Request, UEFA shall notify the Original Package Buyer of their request for the Invoicing Party to receive a refund for the relevant Package(s) by sending a Return Confirmation, at which point UEFA shall be deemed to have accepted the Original Package Buyer's irrevocable offer to:
- a. waive their right to receive the Package(s); and
 - b. void the Original Contract,
- in consideration for the refund to the Invoicing Party of the face value of the Package(s) in accordance with Article 3.8, thus forming a binding contract.
- 3.6. Following the issue of a Return Confirmation, the Return Request cannot be withdrawn, and the Original Package Buyer shall lose any and all rights to receive or use the Package(s) which are the subject of the Return Confirmation to attend the relevant Match(es).
- 3.7. Upon issue of a Return Confirmation, the Original Package Buyer agrees that the Package(s) listed in the Return Confirmation will be no longer delivered to the Original Package Buyer by UEFA.
- 3.8. Following the expiry of the Return Period, the Invoicing Party will receive a refund for the face value of the Package(s), which are the subject of the Return Confirmation. For Packages purchased for the 2021 UEFA Champions League™ Final, the refund will be made by UEFA Events SA and for Packages purchased for the 2021 UEFA Europa League™ Final, the refund will be made via the relevant Host Association, within 30 days of the expiry of the Return Period onto the credit card or into the bank account used by the Invoicing Party when payment for the Package(s) was made. For payments made by credit card, in the event that this credit card is no longer valid, UEFA will notify the Invoicing Party, by email to the email address for the Invoicing Party (as provided by the Original Package Buyer to UEFA) that the Original Package Buyer is required to provide bank account details for the Invoicing Party in accordance with the instructions provided by UEFA in such email. For payments made by bank transfer, in the event that the refund to the bank account fails, UEFA will notify the Original Package Buyer by email that they are required to provide new bank account details and/or to contact their bank regarding the failed refund. In the event of such situations occurring, the Original Package Buyer accepts and acknowledges that:
- a. this may delay any refund being processed; and
 - b. it is the Original Package Buyer's sole responsibility to provide the bank account details into which the refund shall be made.

The Invoicing Party's credit card issuing bank or bank account provider will apply its own currency exchange rates (if applicable) and may levy additional fees or charges for such transaction. The Invoicing Party shall contact their credit card issuing bank or bank account provider before the Original Package Buyer makes a Return Request 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 Invoicing Party's credit card issuing bank or bank account provider.

- 3.9. In the event that the original payment from the Invoicing Party for the initial purchase of the Package(s) is recovered or voided by charge back or otherwise from the Invoicing Party's credit card company (whether before or after the Return Period), the Original Package Buyer agrees

that they will be liable to re-pay to UEFA Events SA (or, in respect of Packages purchased for the 2021 UEFA Europa League™, the relevant Host Association) the relevant sum. The Original Package Buyer authorises UEFA Events SA (or, in respect of Packages purchased for the 2021 UEFA Europa League™, the relevant Host Association) to charge the relevant sum to the Invoicing Party's credit card (as provided to UEFA during the Original Package Buyer's purchase of the Package(s)) for the face value of the Package(s) or, in the event that the Invoicing Party has not already received a refund from UEFA Events SA or, where applicable, the Host Association, the Original Package Buyer accepts that they will not receive any refund from UEFA Events SA nor the relevant Host Association for the Package(s).

4. Personal Data

- 4.1. UEFA, acting as data controller, collects and processes personal data for the purposes of the Package return and refund process.
- 4.2. UEFA collects and processes the Original Package Buyer's and Invoicing Party's personal data for the purpose of processing the return and refund of the Package(s): identification data such as first name(s), surname, contact details such as postal address, email address and payment details such as credit card or bank account details, which will be only used for the return and subsequent refund of Ticket(s), in accordance with these Official Hospitality Packages Return Terms and Conditions.
- 4.3. Personal data is required and is necessary for the performance of the contract entered into between UEFA and the Original Package Buyer and any subsequent steps following a successful Package return.
- 4.4. UEFA is subject to applicable data protection laws when collecting and processing personal data. Personal data submitted by the Original Package Buyer (including any personal data provided by the Original Package Buyer in respect of the Invoicing Party) to UEFA will be stored and processed via the Client Portal in accordance with these Official Hospitality Packages Return Terms and Conditions and the UEFA Privacy Policy set out at <http://www.uefa.com/privacypolicy/index.html>.
- 4.5. 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 Client Portal;
 - b. service providers which provide administrative and operational support and services to UEFA, including payment service providers and business management tools and software providers;
 - c. where the Package(s) were purchased for the 2021 UEFA Europa League™ Final, the relevant Host Association;
 - d. where the Original Package Buyer was introduced to UEFA through the services of an Official Sales Agent (as defined in the Official Hospitality Terms and Conditions), to the Official Sales Agent who introduced the Original Package Buyer to UEFA.
- 4.6. The personal data of Original Package Buyers and Invoicing Parties provided to UEFA pursuant to these Official Hospitality Packages Return Terms and Conditions is only collected and processed by UEFA for no longer than is necessary for the purposes described in Article 4.2, unless the use of such personal data is further required for ongoing administrative or judicial proceedings or, where necessary, for preventing or detecting unlawful actions.
- 4.7. Original Package Buyers and Invoicing Parties 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 of their personal data in accordance with applicable data protection legislation. Any requests relating thereto shall be sent to hospitality@uefa.ch. 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 applicable data protection laws (for example, where another legal justification for

processing applies). Original Package Buyers and Invoicing Parties have the right to file a privacy complaint with their local supervisory authority.

- 4.8. Each Original Package Buyer accepts and acknowledges that they have understood how UEFA will process theirs and their Invoicing Parties personal data under this Article 4 and, where consent is required under applicable data protection laws, consents to the processing of such personal data as detailed herein.

5. Liability

- 5.1. In the event that UEFA Parties, the relevant Host Association and/or the Stadium Owner is in breach of their obligations (under these Official Hospitality Packages Return Terms and Conditions or otherwise), UEFA Parties, the relevant Host Association and/or the Stadium Owner shall only be responsible for such loss or damage suffered by the Original Package Buyer which was reasonably foreseeable as a result of the breach. UEFA Parties, the relevant Host Association 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 Package Buyer entered into a contract pursuant to these Official Hospitality Packages Return Terms and Conditions.
- 5.2. Notwithstanding Article 5.1, UEFA Parties, the relevant Host Association and/or the Stadium Owner is not liable for any business losses and UEFA Parties, the relevant Host Association and/or the Stadium Owner will have no liability to any Original Package Buyer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.3. In any event, to the maximum extent permitted by law, UEFA Parties, the relevant Host Association and/or the Stadium Owner hereby exclude any liability for loss, damage or injury to an Original Package Buyer 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.
- 5.4. Notwithstanding any provision in these Official Hospitality Packages Return Terms and Conditions, UEFA Parties, the relevant Host Association and/or the Stadium Owner do not seek to exclude or limit their liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by UEFA Parties', the relevant Host Association'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.
- 5.5. Nothing stated or implied in these Terms and Conditions will affect the Original Package Buyer's statutory rights or any rights that can't be excluded under the laws of the country in which the relevant Match takes place.

6. Severability and Amendment

- 6.1. UEFA reserves the right to change these Official Hospitality Packages Return Terms and Conditions if reasonably necessary to do so. UEFA will notify each Original Package Buyer who has submitted a Return Request of such changes via an email sent to the email address indicated in the Original Package Buyer's Client Portal and the Original Package Buyer will have the choice, as the case may be, to consent to such changes or to withdraw the Package(s) from return
- 6.2. Should any provisions of these Official Hospitality Packages Return Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority:
 - a. the remainder of the Official Hospitality Packages Return 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.

7. Authentic Text

These Official Hospitality Packages Return Terms and Conditions have been drafted in the English language. Translations may also be available – for further details, please contact UEFA at hospitality@uefa.ch. In the event of any discrepancy between the English and a translated version, the English version shall prevail.

8. General

8.1. These Official Hospitality Packages Return Terms and Conditions, together with the Official Hospitality 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 Official Hospitality Packages Return Terms and Conditions or the Official Hospitality Terms and Conditions which is not already set out in these Official Hospitality Packages Return Terms and Conditions or the Official Hospitality Terms and Conditions.

8.2. The laws of the country in which the relevant Match takes place (and for which the relevant Package was purchased) govern these Official Hospitality Packages Return Terms and Conditions. All disputes arising from or related to these Official Hospitality Packages Return Terms and Conditions shall be submitted to the relevant competent court in such country. Nevertheless, UEFA reserves the right to pursue any legal proceedings in the competent courts of the Original Package Buyer's domicile.

9. Contact

Any information requests should be addressed to Union des Associations Européennes de Football, Route de Genève 46, 1260 Nyon 2, Switzerland or sent by email to: hospitality@uefa.ch.