



# 2023 UEFA Club Finals

## OFFICIAL HOSPITALITY TERMS AND CONDITIONS

### 2023 UEFA Club Finals OFFICIAL HOSPITALITY TERMS AND CONDITIONS

#### A. INTRODUCTION

##### 1. Scope

The following terms and conditions ("**Terms and Conditions**") govern the procedure for the purchase and use of Packages for the 2023 UEFA Club Finals.

These Terms and Conditions are applicable to any Applicant, Client and to any Ticket Holder.

These Terms and Conditions must be accepted by the Applicant (via the means described in Article 4) prior to purchasing the Packages. Ticket Holders must read, accept and adhere to the Terms and Conditions and the Stadium Rules at all times. In the event of any conflict between these Terms and Conditions and the Stadium Rules, the respective provisions of these Terms and Conditions shall prevail.

##### 2. Definitions

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| 2023 UEFA Club Finals | means: <ol style="list-style-type: none"><li>the final UEFA Europa League match scheduled to be played at the conclusion of the 2022/23 season, which match is scheduled to be played in Budapest, Hungary (or in such other venue or city as notified by UEFA), on 31 May 2023 (or on such other date as notified by UEFA);</li><li>the final UEFA Europa Conference League match scheduled to be played at the conclusion of the 2022/23 season, which match is scheduled to be played in Prague, Czech Republic (or in such other venue or city as notified by UEFA) on 7 June 2023 (or on such other date as notified by UEFA); or</li><li>the final UEFA Champions League match scheduled to be played at the conclusion of the 2022/23 season, which match is currently scheduled to be played in Istanbul, Republic of Türkiye (or in such other venue or city as notified by UEFA) on 10 June 2023 (or on such other date as notified by UEFA).</li></ol> |
| Agreement             | the agreement between the Client and UEFA Events SA entered into in accordance with Article 4 pursuant to which the Client agrees to purchase the Package(s) subject to these Terms and Conditions.   |
| App                   | the 'UEFA Tickets' app (or such other app as communicated to the Client by UEFA Parties) which will be made available by UEFA Parties or its partners through the Apple App Store or Google Play Store only.  |



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| Applicable Laws | 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 (including any issued in the context of COVID-19), of any governmental authority that apply to the Applicant, Client, Ticket Holder and/or Guest, or the subject matter of these Terms and Conditions.  |
| Applicant       | any individual applying for Packages whether in their own name or on behalf of a Client.   |
| Client          | an individual or other legal entity which enters into an Agreement for the purchase of Package(s) subject to these Terms and Conditions. In the event of a business entity, "Client" shall be deemed to include such entity's duly authorised representative(s) as identified by the Applicant in the Order.   |
| Excluded Person | means: <ul style="list-style-type: none"><li>a. any individual from time to time subject to an administrative or judicial football ban under the relevant Applicable Law for the relevant Match;</li><li>b. any person banned by UEFA, FIFA, any football governing body or otherwise, from travelling to or attending an association football match;</li><li>c. any person banned by UEFA, the relevant Host Association and/or the relevant Stadium Owner from attending events at the relevant Stadium;</li><li>d. any individual from time to time banned from membership of the fan club or official supporters club of any national football team (or banned from any equivalent official supporters club by a football governing body in any jurisdiction in the world);</li><li>e. any individual or legal entity known or reasonably believed by UEFA Parties or a UEFA member association to be engaged in (or to have facilitated in (directly or indirectly)) the unauthorised advertisement, offer, sale or transfer of packages or tickets to any other football match or any other sporting event whether the match or event was held at the Stadium or otherwise;</li><li>f. any person who is deemed by the participating clubs in the relevant Match to be a person to whom Tickets should not be allocated (including but not limited to persons who have been issued with a stadium ban by the respective participating club);</li><li>g. any person who is deemed by the relevant public authorities to be a person to whom Tickets should not be allocated for safety and security reasons;</li><li>h. any person who has breached or is in breach of UEFA's ticketing terms and conditions as applicable to the relevant Match; and</li></ul> |



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i. any person who has breached or is in breach of these Terms and Conditions.

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| Final Sales Period              | the period commencing from one (1) month prior to the relevant Match.   |
| Guest                           | an individual invited by the Client to the relevant Match to whom a Ticket may be transferred by the Client in accordance with these Terms and Conditions.  |
| 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.  |
| Host City                       | the city in which the relevant Match takes place.   |
| Host Territory                  | the country in which the relevant Match takes place.  |
| Match                           | the relevant 2023 UEFA Club Final match for which the Package(s) were purchased.  |
| Official Hospitality            | the official hospitality programme for the relevant Match.  |
| Official Hospitality Conditions | any conditions for attending the Official Hospitality Facility at the relevant Match as set out in the product description on the UEFA Website including, but not limited to, conditions relating to dress code, behaviour and access hours.  |
| Official Hospitality Facility   | the entire premises of any venue at or in the vicinity of the Stadium where Official Hospitality events will take place, which require a Ticket to gain access. For the avoidance of doubt, Official Hospitality Facilities will differ depending on the category of the Package(s) purchased by the Client.  |
| Official Sales Agent            | the sales agent(s) or provider(s) appointed by UEFA Parties (if any) in respect of the marketing and/or promotion of the sale of Packages in the relevant Applicant's territory and/or the introduction of Clients to UEFA Parties.   |
| Order                           | the order submitted to UEFA Events SA, in the format required by UEFA Events SA, by an Applicant wishing to purchase Packages for a Match, which shall indicate, in particular, the quantity and type of the Package(s) requested by the Client and the applicable prices as well as the Client's details as more fully described in Article 4 of these Terms and Conditions. For the avoidance of doubt, the Order shall not be binding upon UEFA Events SA unless and until the Order has been confirmed by UEFA Events SA in accordance with Article 4.12. |



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| Package              | the Official Hospitality packages made available by UEFA Events SA for the relevant Match, which shall include a Ticket. Details of the Packages shall be set out on the UEFA Website and/or as further modified from time to time by UEFA Events SA.  |
| Refund Policy        | the refund policy of UEFA Events SA as applicable from time to time which governs refunds in the event of postponement, abandonment, cancellation, a reduction of Stadium capacity, change of venue and the playing of the relevant Match behind closed doors and which is available for review at the UEFA Website.   |
| Regulations          | without limitation, the terms of the following: <ol style="list-style-type: none"><li>laws of the country in which the relevant Match occurs;</li><li>Stadium Rules; and/or</li><li>UEFA and the relevant Host Association's statutes and regulations applicable for the relevant Match.</li></ol>   |
| Sale                 | any sale of Package(s) resulting in the conclusion of the Agreement with the Client in accordance with and subject to these Terms and Conditions.  |
| Stadium              | the entire premises of the relevant stadium at which the Match is 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 at which the relevant Match is played and any operator or lessee of such Stadium.  |
| Stadium Rules        | the stadium rules for the relevant Match which are in force from time to time, the latest version of which can be accessed at the UEFA Website.  |
| Terms and Conditions | these terms and conditions, which govern the procedure for the purchase and use of the Packages.   |
| Ticket(s)            | the electronic/mobile (or, in limited cases, paper) ticket(s) provided to the Client which (subject to these Terms and Conditions) grants the Ticket Holder the right to access the relevant Official Hospitality Facility according to the category of the Package purchased and to attend the relevant Match and occupy a seat or space at the relevant Stadium as identified on such ticket. For the avoidance of doubt any mobile or other electronic device which has the App, which in turn has an electronic/mobile ticket assigned to it, shall be considered a Ticket for the purposes of these Terms and Conditions. |



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| Ticket Holder                                 | any individual who is in actual and lawful possession of a Ticket, obtained in accordance with the Terms and Conditions (including, as the case may be, the Client and the Guest(s)).   |
| UEFA  | Union des Associations Européennes de Football, Route de Genève 46, 1260 Nyon 2, Switzerland.   |
| UEFA Champions League                         | means the UEFA Champions League™, as further described in the relevant UEFA competition regulations.  |
| UEFA Europa League                            | means the UEFA Europa League™, as further described in the relevant UEFA competition regulations.   |
| UEFA Europa Conference League                 | means the UEFA Europa Conference League™, as further described in the relevant UEFA competition regulations.  |
| UEFA Events SA                                | means UEFA Events SA of Route de Genève 46, 1260 Nyon 2, Switzerland, a wholly owned subsidiary of UEFA.  |
| UEFA Official Hospitality Client Web Portal   | the dedicated UEFA Parties portal accessible only via an individual log-in provided to the Applicant by UEFA Parties.   |
| UEFA Official Hospitality Online Sales Portal | the official publicly accessible online sales portal (if any) made available by UEFA Parties for the purposes of ordering and purchasing Packages directly from UEFA Events SA.   |
| UEFA Official Hospitality Collection Point    | the location, which shall be notified by UEFA Parties in advance of the relevant Match, in the relevant city centre of the city in which the Match is taking place where, if required in accordance with these Terms and Conditions, Clients will collect Packages purchased by them. |
| UEFA Parties                                  | means UEFA and UEFA Events SA.  |
| UEFA Website                                  | the official publicly accessible UEFA Parties website currently located at <a href="http://www.uefa.com">www.uefa.com</a> (including the pages of such website dedicated to the 2023 UEFA Club Finals Official Hospitality).  |



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## B. SALES OF PACKAGES

### 3. Package Options and Benefits

- 3.1. The various Package options offered, subject to their availability, will be set out on the UEFA Website. UEFA Events SA makes no warranty that Packages will be available for each Match.
- 3.2. UEFA Events SA may change, at its sole discretion, the scope, content and/or format of the Packages or offer additional Packages at any time and for any reason (including, without limitation, for reasons of public safety, security or sanitary measures, including sanitary measures in the context of COVID-19). Where any such change relates to a Package already purchased by a Client, UEFA Events SA shall contact the relevant Client as soon as reasonably practicable using the contact details provided by the relevant Applicant in the Order.
- 3.3. Prices for Packages shall be quoted on the UEFA Website in Euros (EUR). Details of any VAT payable in respect of the Packages shall be stated on the UEFA Website and/or otherwise notified directly to the Client (for example, in the invoice). Where payment of VAT is applicable, such VAT shall be payable by the Client.
- 3.4. Any Package purchase requirements (including minimum suite orders) stipulated by UEFA Events SA on the UEFA Website must be adhered to by Clients when purchasing the Packages.
- 3.5. UEFA Events SA reserves the right to add to, amend and/or waive the purchase requirements detailed in Article 3.4 above at its sole discretion and at any time. In addition, UEFA Events SA shall notify Clients of any additional purchase requirements that may apply to certain specific Packages.
- 3.6. UEFA Events SA reserves the right to change the location of any suite(es) and/or seats allocated to a Client at the relevant Stadium. UEFA Events SA shall use its best efforts to notify Clients of any such change of location in advance of the relevant Match.
- 3.7. In connection with the Order, UEFA Parties shall not be held liable for any:
  - a. incorrect or incomplete information provided by the Applicant in the Order; and/or
  - b. technical malfunction of the Internet or failure of computer hardware or software or other malfunction of any means of communication used for submission of the Order (unless caused by UEFA Parties' gross negligence or wilful misconduct) which results in UEFA Events SA not receiving the Order or receiving an incomplete Order.



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#### 4. Application, Order and Sale Process

- 4.1. All Orders shall be subject to the provisions of this Article 4.
- 4.2. The application options available to Applicants wishing to place Orders for Packages will be stated on the UEFA Website. These options may include the following, however UEFA Events SA makes no warranty that each of the following options will be available for all Matches:
- a. UEFA Official Hospitality Online Sales Portal – The online automated order and purchase processes which will set out (in real-time) details of Package availability and pricing. By using the UEFA Official Hospitality Online Sales Portal, Applicant's acknowledge their agreement to the UEFA Website's terms and conditions.
  - b. Order Form – Applicants can request whether the desired Packages are available by completing, signing and returning the relevant UEFA Events SA proforma form to UEFA Events SA.
  - c. Quotes – Applicants can request that a customised indicative Quote be issued which details the expected price of the proposed purchase of Packages. The Quote is for informational purposes only and does not guarantee the availability of the relevant Packages. Applicants can request whether the Packages detailed in the Quote are available by completing, signing and returning the relevant UEFA Events SA Quote document to UEFA.
  - d. Offer – Applicants can request that a customised Offer be issued detailing the proposed purchase of Packages and the relevant price. UEFA Events SA is under no obligation to provide Applicants with an Offer and, for the avoidance of doubt, UEFA Events SA reserves the right in its sole discretion to refuse requests for an Offer. Where an Offer is issued, the relevant Packages will be available for purchase by the Applicant (subject to the following provisions of this Article 4) at the price stated in the Offer provided that the Applicant completes, signs and returns the Offer document to UEFA Events SA prior to the expiration of the Offer (which shall be clearly stated on the Offer). For the avoidance of doubt, Applicants shall not be permitted to request multiple Offers in respect of the same (or substantially similar) proposed purchase of Packages so as to effectively extend the expiration period stated in the Offer.
- 4.3. Save where Applicants have been assisted by Official Sales Agents, Applicants shall submit the completed and signed documents identified in Article 4.2 above to UEFA Events SA by email to [hospitality@uefa.ch](mailto:hospitality@uefa.ch) or through such other means as communicated to the Applicant by UEFA Events SA. Where Applicants have been assisted by Official Sales Agents, they shall submit their completed and signed documents to the relevant Official Sales Agent. Signature of these documents and their submission to UEFA Events SA or the relevant Official Sales Agent shall be deemed to constitute the Applicant's (and if the Applicant is not the Client, then the Client's) acceptance of these Terms and Conditions.





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- 4.4. UEFA Events SA may also issue Applicants with a link to the UEFA Official Hospitality Web Portal which will enable them to complete their Order online. Where Applicants complete their Order online in accordance with this Article 4.4, the Applicant will be required to review and accept these Terms and Conditions before any Order is submitted (and if the Applicant is not the Client, then the Applicant shall be deemed to have accepted these Terms and Conditions on behalf of the Client).
- 4.5. During any pre-sales period and the Final Sales Period, certain streamlined application, ordering and invoicing processes shall apply at UEFA Events SA's sole discretion, the details of which shall be notified to the relevant Applicants.
- 4.6. For the avoidance of doubt, separate sales procedures shall apply in respect of each Match. Accordingly, any purchases of Packages for different Matches shall be processed in separate orders (i.e. one for each Match).
- 4.7. All Orders must include the following minimum information (and the Applicant at the time of submission of the Order warrants that such information is complete and accurate):
- a. identification of the Client, including: (i) full name and surname; (ii) address of residence; (iii) contact telephone number; and (iv) contact email address. For the avoidance of doubt, in the event that the Client is a business entity such details shall include: (i) full company name; (ii) registered office address, (iii) authorised representative(s) full name and surname, employment position, contact telephone number and contact email address; (iv) (upon request from UEFA Parties or the relevant Official Sales Agent) excerpt from the national register of companies or other document, which shows the rules of representation and persons entitled to represent such entity; and (v) any such other information as UEFA Parties (or the relevant Official Sales Agent) may reasonably require;
  - b. if the Applicant is not the individual or business entity intending to enter into the Agreement:
    - i. personal details of the Applicant and the Client including: (i) full name and surname; (ii) address of residence; (iii) contact telephone number; and (iv) contact email address; and
    - ii. (if so requested by UEFA Parties) a power of attorney confirming the Applicants authority to submit the Order on behalf of the Client and enter into Agreement on behalf of the Client (if applicable).
  - c. quantity and category of Packages which the Client wishes to purchase;
  - d. confirmation of understanding and acceptance of these Terms and Conditions by the Client;





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- e. Client's billing address to which invoices should be issued. UEFA Events SA reserves the right, in its sole discretion, to issue invoices only to the Client's address as stated in the Order.

4.8. The purchase of all Packages is subject to availability.

4.9. Following receipt of the Order, UEFA Events SA will review the Order, verify if the relevant Packages requested in the Order are available and ensure that all information required from the Client has been duly provided.

4.10. In the event that there are no Packages available, there are different Packages or quantities of Packages available or the Package has changed (as compared to the Order) UEFA Events SA will contact the Applicant and a new Order will be required from the Applicant should the Applicant wish to purchase such different Packages or quantities of Packages.

4.11. UEFA Events SA reserves the right to reject any Order at its sole discretion (including, without limitation, for reasons of public safety or security). Without prejudice to the preceding sentence, UEFA Events SA shall be entitled to reject any Order if:

- a. UEFA Events SA, in its absolute discretion, considers that the Client has been, or may be, associated with, or engage in, any unauthorised sales of match tickets or Official Hospitality packages or any other so-called "ambush marketing" activities in relation to any UEFA competitions;
- b. the Client or any Guest is an Excluded Person; or
- c. the Client has committed payment defaults in respect of purchases of Official Hospitality packages from UEFA Parties in respect of other UEFA competitions or UEFA Events SA, in its absolute discretion, considers that the Client may commit payment defaults in respect of purchases of Packages.

4.12. If the Order is accepted by UEFA Events SA, UEFA Events SA will issue a confirmation email (or will otherwise provide a formal written confirmation) to the Client and at this stage the Sale will occur and a legally binding Agreement between UEFA Events SA and the Client shall come into existence.

## 5. Payment

5.1. Following the issue of the Sale confirmation pursuant to Article 4.12, a relevant invoice(s) will be sent to the Client by UEFA Events SA. The Client acknowledges and accepts that UEFA Events SA may use service providers throughout the sales process (including, but not limited to, for the purposes of invoicing where such invoices may be issued by the relevant Host Association) however, and for the avoidance of doubt, unless otherwise notified to the Client, UEFA Events SA shall remain the seller of the Packages and retain ownership of Tickets included in such Packages.



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- 5.2. In respect of all Sales, the full amount is payable in one (1) single instalment within the period stipulated on the invoice.
- 5.3. All payments shall be paid in accordance with the relevant invoice including any applicable VAT payable in connection with the Packages. For the avoidance of doubt, the Client shall be responsible for complying with any applicable VAT regulations as required in accordance with their address of residence or (in the event that the Client is a business entity) its registered office address and with any relevant Applicable Law.
- 5.4. The Client must pay all amounts due for the purchase of the Package(s) as indicated in the invoice. No Packages will be delivered to any Client where full and complete payment has not been received. UEFA Events SA reserves the right to charge interest on any late payments in accordance with any relevant Applicable Laws.
- 5.5. Payments may be made by certain credit cards or by bank transfer, subject to the provisions of Article 5.6 below. Any and all bank charges incurred as a result of any monetary transfer and payment will be the sole responsibility of the Client. UEFA Events SA will notify Applicants in the event that any alternative payment options are available.
- 5.6. It is the responsibility of each Client to make the payment for the Packages in compliance with Applicable Laws and regulations and to ensure that such payment is received in full on the bank account identified in the invoice.
- 5.7. Save as specified in the Refund Policy, the Client cannot rescind or cancel the Agreement once it has become binding pursuant to Article 4.12 and Clients shall have no right of withdrawal (whether within two weeks or otherwise). The Client cannot elect to return or exchange Packages following the Sale without the prior written approval of UEFA Events SA. For the avoidance of doubt, the Client and any and all Ticket Holders shall be responsible for making their own travel and accommodation arrangements relating to the Packages and failure to do so for any reason whatsoever shall not entitle the Client and/or any Ticket Holder(s) to the cancellation of the Agreement, return of the Packages sold or any exchange or refund in relation thereto.
- 5.8. The payment obligations referred to in this Article 5 are of the essence and failure to perform such obligations within the deadlines specified above in this Article 5 shall entitle UEFA Events SA to cancel as of right the allocated Packages, reallocate them to another person and/or entity and retain any monies paid by the Client.

## 6. Distribution Process

- 6.1. All Clients are required to provide to UEFA Parties the surname, first name, date of birth, passport/ID issued by country name, Passport or ID number and email address, along with any other information required under Applicable Laws, of themselves and their Guests (and warrant that such information is complete and accurate when it is submitted) by no later than seven (7) days prior to the relevant Match. UEFA Events SA reserves the right in its sole discretion to



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require Clients to provide these details prior to this time, including but not limited to immediately upon submission of the Order. UEFA Events SA further reserves the right to require the Client to affirm their Guest's details 24 hours prior to the relevant Match. In the event that the Client refuses to provide such details, whether seven days (7) days prior to the relevant Match or upon UEFA Events SA's request, the relevant Package(s) will be cancelled as of right by UEFA Events SA, with no right to a refund for the Client, and may be made available for re-sale to other persons and/or entities. In the event of such cancellation, the Ticket(s) included in such Package(s) will not be activated and will be cancelled and voided and entrance to the Stadium and/or the relevant Official Hospitality Facility for such Packages will be refused.

#### 6.2. Packages will be delivered to Clients in the following ways:

- a. by virtue of electronic "mobile phone tickets" (which shall be the default delivery method). Where the Tickets included in the Packages are remitted in this manner, the Ticket Holder 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 and the Official Hospitality Facility. Tickets are remitted to the Client for onward transmission to the Ticket Holder(s) and it is the responsibility of the Client to download the App on their mobile phone and transfer the Ticket(s) to the Ticket Holder(s)). It is then the responsibility of the Ticket Holder 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 Client and/or Ticket Holder has problems with the installation of the App or the retrieval of the Tickets through the App, the Client/Ticket Holder 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 Ticket Holders will be required to provide their surname, first name, email address, mobile telephone number, date of birth, passport/ID issued by country name, title and ID/passport number and any other personal data required under Applicable Laws when downloading and registering within the App;
- b. by express courier sent to the delivery address of the Client as provided to UEFA Events SA in the Order;
- c. if a delivery attempt by express courier services in the country of residence of the Client is not successful or if express courier delivery to the delivery address of the Client is not possible for other exceptional reasons non-attributable to UEFA Events SA, the Packages will be remitted to such Client personally during the official opening hours of the UEFA Official Hospitality Collection Point (or such other collection point as UEFA Events SA shall determine in its sole discretion) at the relevant Stadium (or in its vicinity) as further described in Article 6.4;
- d. UEFA Events SA may decide (at its sole discretion) to remit the Packages (or any part thereof) personally to Clients during the official opening hours of the UEFA Official Hospitality Collection Point (or such other collection point as UEFA Events SA shall determine in its sole discretion) at the relevant Stadium (or in its vicinity) as further described in Article 6.4.



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- 6.3. Subject to Article 6.4, the Package delivery method will be notified to the Client by email. Clients will not be able to request: (i) a change thereof by UEFA Events SA; and/or (ii) a refund of the Package(s) on the basis of the distribution method applicable to their Package(s). For the avoidance of doubt, Clients will not receive a refund for any Package(s) sent by express courier in accordance with Article 6.2.b which the Client rejects delivery of, fails to rearrange delivery of or fails to collect from the express courier company or which the Client does not collect in accordance with Article 6.4.
- 6.4. If delivery of the Package(s) is not possible in accordance with Article 6.2.c, or in the event that the Client is required to collect their Package(s) (or any part thereof) in accordance with Article 6.2.d, the Client will be informed by email as soon as reasonably practicable that their Package(s) (or any part thereof) can be collected during the opening hours of the relevant UEFA Official Hospitality Collection Point (or such other collection point as UEFA Events SA shall determine in its sole discretion). The email will provide the exact details of the UEFA Official Hospitality Collection Point (or such other collection point as UEFA Events SA shall determine in its sole discretion) as well as the opening times during which the Package(s) can be collected. Such location shall be in the vicinity of the Stadium or in the city centre at which the Match is taking place. In order to collect such Package(s), the Client must show a personal identification document (passport or national identity card) for them and, upon request by UEFA Events SA for their Guest(s), and the print-out of the above-mentioned email.
- 6.5. Where the Client is a business entity and they are required to collect their Packages(s) in accordance with Article 6.4 above, the Client shall provide UEFA Events SA with the contact details of the person who will collect the Package(s) along with an authorisation or Power of Attorney authorising such collection on the relevant Client's behalf.
- 6.6. In the event that Packages are distributed in accordance with Article 6.2.b above and the Client requests that their Packages(s) are delivered to an alternative address and/or recipient by the express courier service nominated by UEFA Events SA to deliver the Package(s), Clients 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 relevant Stadium in respect of the Package(s) allocated to the Client.
- 6.7. The Applicant shall ensure that the personal data and relevant contact details required in the Order for delivery of the Package(s) is kept up-to-date at all times. UEFA Events SA shall not be held liable for the lack of, or late notification of, any relevant information required for delivery of the Packages.
- 6.8. 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 and/or the Official Hospitality Facility. UEFA Parties, the 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



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UEFA Parties, UEFA Parties shall where reasonably possible block the Ticket concerned after notification of the defect and issue a new Ticket to the Client upon provision of sufficient evidence from the Client.

- 6.9. Defective paper Tickets, for example Tickets with illegible printing or missing seat numbers, shall be notified to UEFA Events SA in writing in accordance with Article 20.1 within seven (7) days of receipt of the Packages (save for where such Package(s) have been collected by the Client at the Stadium (or in its vicinity), in which case the Client 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 in their original condition.
- 6.10. UEFA Parties, the Host Association and the Stadium Owner shall not be responsible for lost, stolen, damaged or destroyed Ticket(s) after their delivery to the Client. In particular UEFA Parties, the Host Association and the Stadium Owner shall not be liable to refund any Package(s) or to re-print or re-issue Tickets.

## C. USE OF PACKAGES

### 7. Use of Tickets

- 7.1. Except as expressly permitted in Articles 7.2 and 7.3, any resale, transfer, offer for resale or transfer or advertisement for resale or transfer of the Package(s) (or the Ticket(s) included in such Package(s)), whether for free or for consideration, is strictly prohibited. This prohibition extends to providing access to the mobile (or other) device upon which a Ticket is held/displayed and to providing login details for the App.
- 7.2. The Client shall be permitted to transfer the Tickets to their Guest(s) (the details of whom were provided to UEFA in accordance with these Terms and Conditions) provided that (jointly):
  - a. the Client (which in the case of a business entity shall be deemed to include its owners, directors and employees) will attend the Match and the Official Hospitality Facility together with their Guest(s);
  - b. the Tickets are for their personal or corporate use;
  - c. such permitted transfer is free of any extra consideration; and
  - d. Guests, by accepting the transfer of Tickets from the Client, agree to be subject to these Terms and Conditions.
- 7.3. In the event that a Ticket Holder is unable to attend the relevant Match for medical reasons (including but not limited to medical reasons in the context of COVID-19), the Client shall not be entitled to a refund in respect of such Ticket and Package but shall be entitled to transfer such Ticket and Package to such other individual as determined by the Client, provided that such



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transfer is carried out in compliance with, and subject to, Articles 7.1 and 7.2 and that the personal details of such individual are provided in accordance with the procedure notified to the Client by UEFA Events SA.

- 7.4. The Client shall be solely responsible for distributing the Ticket(s) to the Guest(s).
- 7.5. Packages and/or Tickets must not be:
- a. used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purpose;
  - 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, Tickets, etc.).
- 7.6. Clients, Guests and Ticket Holders shall not:
- a. run any advertisements or promotions relating to UEFA Parties, the 2023 UEFA Club Finals, UEFA Champions League, UEFA Europa League, UEFA Europa Conference League, UEFA Super Cup or any other UEFA event or competition;
  - b. advertise, promote, give away, distribute, sell or offer for sale any product or service from any part of the Stadium or the Official Hospitality Facility or via the display of overt commercial messages on clothing worn or items brought into the Stadium or any Official Hospitality Facility; or
  - c. exploit any marketing or promotional opportunities in relation to the use of the Tickets including, without limitation, any display of any Client's or Guest's corporate or business logo, trade mark or trade name.

For the avoidance of doubt, no commercial branding whatsoever may be displayed by the Clients, Guests and Ticket Holders at the Stadium (including in any suite) or in the Official Hospitality Facilities. UEFA reserves the right to split up a group of Ticket Holders within any Official Hospitality Facility or the Stadium if it believes, in its sole discretion, that a risk of ambush marketing may occur.

- 7.7. All Tickets remain the property of UEFA Events SA at all times and are valid for the use by the Client and their Guest(s) only if such Client and Guest(s) comply fully with these Terms and Conditions.





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- 7.8. UEFA Events SA reserves the right to substitute any and all elements of any Package with replacements of similar quality and value for any reason. The Client shall not be entitled to any refund as a result of such substitutions.
- 7.9. Packages and/or Ticket(s) acquired or used in breach of this Article 7 and/or Article 14 of these Terms and Conditions shall be void and all rights conferred therewith shall be cancelled as of right with no right to a refund and any person seeking to use such Packages and/or Ticket(s) will be deemed a trespasser. Any person seeking to use a Package and/or Ticket obtained in breach of these Terms and Conditions in order to gain, provide access to or remain at the relevant Stadium and/or Official Hospitality Facility will be refused entry or be evicted from the relevant Stadium and/or Official Hospitality Facility with no right to a refund, and may be liable to further legal action. Any unauthorised sale or transfer of Packages and/or Tickets may be reported to the police.
- 7.10. Any breach of these Terms and Conditions or of any Regulations shall entitle UEFA Events SA to cancel and invalidate the Package (including any Ticket included within the Package) and any other Package (including any Tickets included within that Package) that has been purchased by the Client for the same or any other 2023 UEFA Club Final Match, with no right to a refund.
- 7.11. Any Ticket Holder shall be required, upon request, to give an explanation as to how, from whom and from where they obtained their Package and/or Ticket(s).

## 8. Entrance

- 8.1. Access to the relevant Stadium and the relevant Official Hospitality Facility will be permitted during such hours as are notified to the Client by UEFA Parties or as published on the UEFA Website.
- 8.2. Entrance to the relevant Stadium and the relevant Official Hospitality Facility shall be:
  - a. subject to compliance with:
    - i. these Terms and Conditions;
    - ii. the Stadium Rules;
    - iii. the Official Hospitality Conditions;
    - iv. any sanitary measures or policies in place;
    - v. all Applicable Laws in place from time to time (whether statutory or otherwise and including health and safety requirements and sanitary measures in the context of COVID-19) governing access or presence at the relevant Stadium, attendance at the relevant Match, use of Tickets, general safety certificate and any special safety





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certificate applying to the relevant Stadium, issued by any authority that has jurisdiction or authority in relation to the holding of the Match at the relevant Stadium;

- vi. UEFA Parties' instructions, guidelines and policies (including the no smoking policies applicable to the Official Hospitality Facilities); and
- b. authorised only upon presentation of a valid Ticket per person (regardless of age) and, upon request, proof of identity with valid photograph and signature (e.g. Passport, identity card); and
- c. where the Applicable Laws of the relevant country in which the relevant Match is played stipulate a minimum age for attendance at football matches, authorised only to such persons who meet the minimum age requirements.

8.3. Ticket Holders leaving the Stadium will not be re-admitted.

#### 9. Conduct at the Stadium

9.1. For safety and security purposes, all Ticket Holders attending a Match, if and when so requested by stewards, safety personnel and/or any other legally authorised persons, shall:

- a. produce a valid Ticket together with proof of identity with valid photograph and signature (e.g. Passport, identity card) in order to provide satisfactory evidence that the Ticket Holder's identity corresponds to that of the Client/Guest whose details were provided to UEFA Parties;
- b. submit to inspections, body checks and examinations (including through the use of technical aids) to ensure that they are not in possession of weapons or other prohibited or unauthorised items. Safety personnel, stewards and/or police shall be entitled to search any person's clothing, belongings and any other items in their possession;
- 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;
- d. comply with all sanitary measures and policies in place at the Stadium and follow any and all instructions from safety personnel, stewards and/or police and/or any other duly authorised persons at the Stadium in relation to sanitary and hygiene measures; and
- e. be subject to additional safety controls inside the Stadium, as the case may arise.

9.2. It shall be strictly forbidden inside the Stadium to express, to disseminate of any insulting, racist, xenophobic, sexist (relating to either men or women), religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages or being in possession of such material.



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9.3. The Stadium Rules 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 Rules, 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.

9.4. It is strictly forbidden to do any of the following inside the Stadium, without limitation:

- a. occupy or access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Ticket 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;
- c. engage in any other conduct which may endanger any person at the Stadium; and/or
- d. any other conduct which is not authorised.

The above list is not exhaustive. Ticket Holders should refer to the Stadium Rules for more information on the required conduct.

9.5. Fans supporting the teams participating in the Match may not be segregated within the Official Hospitality Facilities and the seating areas at the Stadium and each Ticket Holder agrees to behave responsibly and in line with the safety and security guidelines communicated by UEFA Parties, the Host Association and/or the Stadium Owner.

## 10. Damages

10.1. The Client acknowledges that any damage to the Stadium (including to seats and/or to any existing or temporary Official Hospitality Facility) which is caused by the Client and/or their Guest(s) shall be the Client's sole responsibility and shall be rectified at the Client's cost.

## 11. Sound and Image Recordings

11.1. Ticket Holders attending the Official Hospitality Facility and/or the Match at the Stadium, acknowledge being informed that they may be photographed, filmed or taped by UEFA Parties, the Host Association and/or the Stadium Owner, and/or any third parties appointed thereby, which shall have the right, in perpetuity or for the maximum term permitted under the Applicable Laws of the Host Territory, to reasonably 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.

11.2. Ticket Holders shall not collect, take, record and/or transmit any sound, image and/or description of the Official Hospitality Facilities, the Stadium or the Match (as well as any result and/or statistics of the Match) other than for their 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 Parties) 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

### 12. Liability

- 12.1. Subject to Article 12.5, in the event that UEFA Parties, the Host Association and/or the Stadium Owner is in breach of their obligations (under these Terms and Conditions or otherwise), UEFA Parties, the Host Association and/or the Stadium Owner 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 Parties, the 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 Client entered into a contract pursuant to these Terms and Conditions.
- 12.2. Notwithstanding Article 12.1 and subject to Article 12.5, UEFA Parties, the Host Association and/or the Stadium Owner is not liable for any business losses and UEFA Parties, the Host Association and/or the Stadium Owner will have no liability to any Ticket Holder for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.3. Subject to Article 12.5, in any event, to the maximum extent permitted by law, UEFA Parties, the Host Association and/or the Stadium Owner hereby exclude 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.
- 12.4. Subject to Article 12.5, UEFA Parties, the Host Association 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.
- 12.5. Notwithstanding any provision in these Terms and Conditions, UEFA Parties, the Host Association 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 UEFA Parties', the Host Association's and/or the Stadium Owner's negligence or the negligence of any of their



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officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by law.

- 12.6. Nothing stated or implied in these Terms and Conditions will affect the Ticket Holder's statutory rights.

### 13. Default

13.1. If, in the reasonable opinion of UEFA Events SA, the Client, Guest(s) and/or Ticket Holder(s):

- a. breaches these Terms and Conditions;
- b. causes any disturbance or nuisance in the Stadium or any Official Hospitality Facility;
- c. otherwise prejudices the safety or welfare of any person present in the Stadium and/or Official Hospitality Facility;
- d. contravenes any of the undertakings contained in these Terms and Conditions or the Stadium Rules or any Applicable Laws whether before or during the Match;
- e. makes any unauthorised advertisement, sale, offer for sale or transfer of (or otherwise gives away to a person who agrees to pay for some other goods or services or offers to do so) any Package or Ticket (whether such Package or Ticket is provided pursuant to the Terms and Conditions or otherwise) or otherwise facilitates (directly or indirectly) any such unauthorised activities by others; or
- f. has been, or may be, associated with, or engage in, any unauthorised sales of match tickets or Official Hospitality packages or any other so-called "ambush marketing" activities in relation to any UEFA competitions,

then:

- a. all rights conferred via any Package or Ticket shall be cancelled as of right without any refund;
- b. any person seeking to use any Package or Ticket obtained in breach of these Terms and Conditions in order to gain or provide access to or remain at the Stadium will be a trespasser and will be liable to be refused entry or evicted from the Stadium, and be liable to legal action;
- c. UEFA Parties may refuse the Ticket Holder entry into the Stadium and/or the Official Hospitality Facilities, without any refund; and/or
- d. UEFA Parties may require such persons to leave the Stadium and/or the Official Hospitality Facilities without any refund.



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The rights and remedies of UEFA Parties under this Article 13 shall be in addition to any other right or remedy of UEFA Parties under these Terms and Conditions or under Applicable Law.

#### 14. Unauthorised Spectators

14.1. Ticket Holders are permitted to attend the Match provided that:

- a. they are not an Excluded Person;
- b. the transfer of the Ticket to the Ticket Holder is made subject to and in accordance with Article 7.1 of these Terms and Conditions;
- c. they comply with any and all entry requirements and/or acknowledgements (including any epidemiological acknowledgements, if required) in the context of COVID-19, as notified to them by UEFA Parties;
- d. where required, they have obtained a valid VISA from the relevant Host Territory; and
- e. where the Ticket Holder travels to the Host Territory, they have complied with any requirements which are in place regarding entry into the Host Territory (including but not limited to any travel and entry requirements imposed under Applicable Laws and/or otherwise in the context of COVID-19).

For the avoidance of doubt, UEFA Parties, the Host Association and/or the Stadium Owner shall not be liable for any loss or damage suffered by a Ticket Holder should they fail to comply with the provisions of this Article 14.1 and/or, where required, fail to obtain the necessary documents.

#### 15. Personal Data

15.1. In accordance with Articles 4.7, 6.1 and 6.2a:

- a. Clients shall provide UEFA Parties with the following personal data and any other information as required under Applicable Laws:
  - i. identification data such as title, surname/first name(s), date of birth, place of birth, country of residence and passport/ID issued by country name, passport / ID number; and
  - ii. contact data such as complete postal address, mobile telephone number, email address.
- b. Clients shall provide UEFA Parties with their Guest's following personal data and any other information as required under Applicable Laws:
  - i. identification data such as surname/first name(s), date of birth, passport/ID issued by country name and passport / ID number.



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- 15.2. Where the Client is required to collect their Packages(s) in accordance with Article 6.4, the Client is subsequently requested to provide the following personal data:
- a. identification data such as photograph.
- 15.3. The Client shall provide true, accurate, current and complete personal data. Personal data provided pursuant to these Terms and Conditions are processed in accordance with these Terms and Conditions and the privacy notification issued by UEFA Parties in relation to the Official Hospitality sales (the "Privacy Notification"). The Client acknowledges having read and understood the Privacy Notification.
- 15.4. Provided that the Client has specifically and actively granted its consent in the Order, their personal data can be used to provide them with information on products, services, commercial activities and events of UEFA Parties.
- 15.5. Each Client accepts and acknowledges that they have understood how UEFA Parties will process their personal data under this Article 15 and, where consent is required under applicable data protection laws, consents to the processing of their personal data as detailed herein. Each Client also confirms they are authorised by each Guest to disclose the personal data of their Guest(s) to UEFA Parties 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.

## 16. Unforeseen Circumstances

- 16.1. UEFA Parties, the Host Association and/or the Stadium Owner reserve the right to make alterations to the time, date and location of the relevant Match 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 an impact on the relevant Match being played at the relevant Stadium.
- 16.2. In the event of cancellation, abandonment, postponement or replaying of the relevant 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 Refund Policy will apply in respect of any refunds of the Packages purchased by the Client provided however that:
- a. any refunds may be made only to the Client and not the Guest(s) and only up to the face value of the Packages purchased by such Client, and shall not, for the avoidance of doubt, entitle the Client to a refund of any costs and expenses incurred by the Client or Guest(s) in relation to travel or accommodation; and
  - b. subject to the foregoing and Article 12, UEFA Parties will not have any liability to the Client 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 relevant Match.



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#### 17. Severability, Amendment and Waiver

- 17.1. UEFA Parties reserves the absolute right to change these Terms and Conditions from time to time, including, for the avoidance of doubt, the Stadium Rules, in order to ensure proper and safe staging of the relevant Match at the relevant Stadium. UEFA Events SA will notify the Client of any material changes and the Client will have the choice to consent to such material changes or to withdraw from the Agreement concluded with UEFA Events SA.
- 17.2. Should any provision(s) 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.
- 17.3. Any waiver by either party in respect of a breach of any provision of these Terms and Conditions by the other shall only be effective if it is made in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of these Terms and Conditions. No delay or omission by a party in exercising any right, power or remedy provided by law or under these Terms and Conditions shall affect that right, power or remedy or operate as a waiver of it and the single or partial exercise of any such right, power or remedy shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy. All remedies, rights and powers provided in these Terms and Conditions are (except as expressly provided) cumulative and not exclusive of any other remedies, rights or powers to which the relevant party may be entitled at law or otherwise.
- 17.4. UEFA Parties shall have the right to transfer, assign, sub-license or sub-contract any of their rights and/or obligations hereunder to UEFA's affiliates and/or the Host Association without requiring the consent of the Client.

#### 18. Authentic text

- 18.1. The Terms and Conditions have been drafted in the English language and are available on the UEFA Website. Translations may also be available – for further details, please contact UEFA Events SA at [hospitality@uefa.ch](mailto:hospitality@uefa.ch). Where permitted under Applicable Laws, in the event of any discrepancy between the English and a translated version, the English version shall prevail.

#### 19. General

- 19.1. Official Sales Agents are not permitted to make representations on behalf of UEFA Parties. Any such representations made by the Official Sales Agent to an Applicant, Client and/or Ticket Holder shall be excluded from this Agreement.
- 19.2. Any and all photos and menus provided to the Client are for illustration purposes only and shall not form part of this Agreement.





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19.3. The following terms and conditions, rules and regulations (which shall be provided on request by UEFA Events SA) shall be incorporated into these Terms and Conditions and each Applicant, Ticket Holder and Guest shall abide by such rules and regulations:

- a. UEFA's ticketing terms and conditions for the relevant Match;
- b. the Official Hospitality Conditions; and
- c. the Regulations.

Should any of the terms of the above terms and conditions, rules or regulations contradict the terms of these Terms and Conditions, then, save in respect of Applicable Laws, these Terms and Conditions shall take precedence.

19.4. The Client enters into these Terms and Conditions for itself and on behalf of each Guest (and must inform each Guest of the same). In the event that the Client is a business entity, the person(s) duly authorised to represent such business entity who is/are identified in the Order, may in certain cases be personally liable in relation to the actions undertaken by their Guests.

19.5. 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.

19.6. Save where precluded under any Applicable Laws, the laws of the Host Territory in which the Match for which the relevant Package has been purchased takes place govern these Terms and Conditions. The parties agree that, save where precluded under any Applicable Laws, the courts of the relevant Host City shall have exclusive jurisdiction, save that if the Client is deemed to be a consumer for the purposes of any Applicable Laws, any proceedings arising out of or in respect of these Terms and Conditions can be brought in the courts of the place of residence of the domicile of such Client.

## 20. Information

20.1. Any information requests should be addressed to The UEFA Hospitality Team, UEFA Events SA, Route de Genève 46, 1260 Nyon 2, Switzerland or sent by email to: [hospitality@uefa.ch](mailto:hospitality@uefa.ch).