

## HOSPITALITY WEBSHOP SALES REGULATIONS

### 1. Purpose and Applicability of the Sales Regulations

- 1.1. These Sales Regulations outline the terms and conditions which apply to, and govern, the sale through the Webshop and use of Hospitality Packages for the FIFA World Cup Qatar 2022™.
- 1.2. Each Customer acknowledges and agrees that, by (i) completing the Application Process, and (ii) clicking the Acceptance of Terms and Conditions Box, the Customer confirms that it has read, understood and accepts these Sales Regulations and that it agrees to be irrevocably and unconditionally bound by these Sales Regulations. These Sales Regulations form an integral part, and are a binding component, of the Sales Agreement. The terms and conditions contained in these Sales Regulations shall, in any case, prevail over any other terms that the Customer may seek to impose or incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by MATCH Hospitality.
- 1.3. Each Customer acknowledges and agrees that any use of a Ticket (including any Ticket forming part of a Hospitality Package) shall be governed by FIFA's Ticket Terms of Use. Depending on the date of purchase of a Hospitality Package, each Customer acknowledges that the Ticket Terms of Use may be published and/or modified at a date following the Customer's entering into the Sales Agreement pursuant to these Sales Regulations. The Customer fully understands and accepts that it enters into any such Sales Agreement on this basis and to the extent permitted by applicable law this shall give rise to no claims against MATCH Hospitality and/or FIFA.
- 1.4. MATCH Hospitality reserves the right to amend the manner in which it sells Hospitality Packages, and reserves the right to amend these Sales Regulations from time to time. Each Sales Agreement will be governed by the Sales Regulations in force at the date on which the Customer completes the Application Process and clicks the Acceptance of Terms and Conditions Box. MATCH Hospitality may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.
- 1.5. All capitalised terms used in these Sales Regulations shall have the meaning ascribed to them in Section 18.

### 2. Application Process

- 2.1. The Customer acknowledges and agrees that the Application Process involves a number of steps including but not limited to: (i) creating an account with MATCH Hospitality, (ii) providing payment details to MATCH Hospitality, (iii) providing delivery address and delivery contact, (iv) completing and submitting an Order Form to MATCH Hospitality, and (v) clicking the Acceptance of Terms and Conditions Box.
- 2.2. Completion of the Application Process does not guarantee the availability of the Hospitality Packages which the Customer has ordered. Completion of the Application Process constitutes an irrevocable and binding offer to MATCH Hospitality by the Customer to purchase the Hospitality Packages for which the Customer has applied which may be accepted or rejected by MATCH Hospitality (at its sole discretion). Any template Order Form or other order form provided by MATCH Hospitality for the

Customer to complete will not, under any circumstances, constitute an offer or public offer by MATCH Hospitality.

- 2.3. If MATCH Hospitality elects to accept the Customer's offer to purchase the Hospitality Packages, it will confirm its acceptance by issuing the Customer a Confirmation of Purchase. The Customer acknowledges and agrees that payment in full of the price of the Hospitality Packages may be irrevocably debited from the Customer's account and credited to MATCH Hospitality's account prior to MATCH Hospitality emailing the Customer a Confirmation of Purchase.
- 2.4. MATCH Hospitality reserves the right in its sole discretion to impose a limit on Hospitality Packages which a Customer may purchase whether by reference to (i) quantities, (ii) package type, category series or location and/or (iii) monetary value; provided that a Customer may purchase subject to availability up to a maximum of forty (40) Hospitality Packages per Match, or two (2) Suites per Match (unless otherwise approved in writing by MATCH Hospitality and FIFA).

### **3. Order Form**

- 3.1. Each Customer is responsible for correctly completing and providing all information required by MATCH Hospitality under the Application Process including the full completion and submission of the Order Form. MATCH Hospitality reserves the right to reject any applications which are incomplete or incorrect.
- 3.2. MATCH Hospitality shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost or incomplete applications or failure to communicate with any Customer by email due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Customer's email.
- 3.3. If the Order Form is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Order Form and clicks the Acceptance of Terms and Conditions Box agrees, represents and warrants that he or she has the legal capacity and authority to bind the company or legal entity indicated in the Order Form. The individual agrees, represents and warrants that he or she is of legal age to enter into binding agreements. The Sales Agreement will be entered into by the company or other legal entity and MATCH Hospitality.
- 3.4. The Customer acknowledges and agrees that it is responsible for maintaining the confidentiality of its account and password and is fully responsible for all activities that occur in respect of the account and password. The Customer agrees to: (i) immediately notify MATCH Hospitality of any unauthorised use of its account or password and any other breach of security, and (ii) ensure that it exits its account at the end of each session. MATCH Hospitality cannot and will not be liable for any loss or damage arising from the Customer's failure to comply with this Section 3.4.

### **4. The Sales Agreement**

- 4.1. Subject to Section 9, each Sales Agreement shall consist of, and incorporate the terms of:
  - (i) the Order Form and Confirmation of Purchase;
  - (ii) the Product Description;

- (iii) these Sales Regulations;
- (iv) the Ticket Terms of Use; and
- (v) Travel Bundle Sales Regulations (if applicable).

Any other samples, drawings, descriptive matter or advertising issued by MATCH Hospitality or MATCH Hospitality Sales Agent (whether or not on the Webshop), and any illustrations or descriptions of the Hospitality Packages contained in MATCH Hospitality's catalogues or brochures are issued, displayed or published for the sole purpose of giving an approximate idea of the Hospitality Packages, and shall not, under any circumstance, constitute an offer or public offer by MATCH Hospitality. They shall not form part of the Sales Agreement or have any contractual force.

- 4.2. MATCH Hospitality is the principal in the sale of Hospitality Packages to Customers. The Customer acknowledges and agrees, however, that MATCH Hospitality has been authorised by FIFA to provide, as an agent for FIFA, a Ticket to the Customer as an integral part of each Hospitality Package and that FIFA, upon MATCH Hospitality's notification to FIFA of the sale of Hospitality Packages to Customers, automatically becomes the principal in the sale of the Ticket forming part of a Hospitality Package. The Customer hereby accepts this direct contractual relationship with FIFA concerning the sale of the Ticket forming part of the Hospitality Package and acknowledges that, based on this direct relationship between FIFA and the Customer with respect to Tickets, FIFA has the right to exercise any of the rights and remedies with respect to Tickets pursuant to the Ticket Terms of Use as well as any other documents of the Sales Agreement.
- 4.3. MATCH Hospitality has, in certain territories, appointed MATCH Hospitality Sales Agents to assist in the identification of Customers and in concluding agreements for the sale of Hospitality Packages. The Customer acknowledges and agrees that no MATCH Hospitality Sales Agent has the power or authority to formally accept or commit MATCH Hospitality to any sale of Hospitality Packages (whether on its own account or on behalf of MATCH Hospitality), to make any representations, commitments, promises, guarantees, warranties or undertakings on behalf of MATCH Hospitality and/or FIFA, or to bind MATCH Hospitality and/or FIFA in any way.
- 4.4. The Sales Agreement represents the sole and complete statement of the respective rights and obligations of MATCH Hospitality and the Customer with regard to the sale by MATCH Hospitality and purchase by Customer of the Hospitality Packages. The Sales Agreement supersedes and extinguishes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Hospitality Packages which are the subject of the Confirmation of Purchase.
- 4.5. All sales of Hospitality Packages under a Sales Agreement are final and binding on the Customer. Subject to Section 6.7 below, all payments made by Customers in connection with Hospitality Packages (whether or not such Hospitality Packages are the subject of a Sales Agreement which is terminated) are to be treated as non-refundable, and MATCH Hospitality shall be under no obligation to repay any sums to the Customer (unless MATCH Hospitality agrees otherwise).
- 4.6. Subject to Section 2.4 above, the sale of certain Hospitality Packages may (where expressly stated) include an opportunity for the Customer to purchase certain additional Hospitality Packages in the same or a different category and at the same or alternative

locations in the Stadium. Any such opportunity will be strictly subject to availability and MATCH Hospitality's formal written agreement.

- 4.7. Within 7 days of the date of MATCH Hospitality issuing its Confirmation of Purchase to the Customer, MATCH Hospitality may terminate and cancel the Sales Agreement, for any reason, on written notice to the Customer and refund to the Customer all sums paid by the Customer under the Sales Agreement.

## 5. Hospitality Packages

- 5.1. The scope of the services and benefits made available to the Customer by MATCH Hospitality in respect of each Hospitality Package will be outlined in the Product Description. Customers may not, following the conclusion of the Sales Agreement, request substitutions for, or alterations to, any Hospitality Package services and benefits.
- 5.2. The Customer accepts and acknowledges that the scope of the Hospitality Package services and benefits made available to it under the Sales Agreement are subject to such changes as may be required for reasons of public safety and security, or as may be reasonably determined by MATCH Hospitality and/or FIFA, from time to time. MATCH Hospitality shall notify the Customer of such changes as soon as reasonably possible.
- 5.3. The Customer accepts and acknowledges that certain hospitality benefits and/or services may be delivered by MATCH Hospitality in Hospitality Facilities which are located in temporary hospitality structures and/or in the Stadium in respect of which construction may not be completed as at the date of the Sales Agreement. In either circumstance, detailed descriptions of the applicable Hospitality Facility will be provided by MATCH Hospitality as and when practicable.
- 5.4. The Customer and each of its Guests are required to bring with them, on the applicable Match day, both a Ticket and the Hospitality Access Pass to enable them to access a Seat to view the Match and to access the Hospitality Facilities, together with any additional or alternative document, pass or form of identification (including any form of dedicated fan identification) that are notified to the Customer in order for the Customer and each of its guests to access such Seats and Hospitality Facilities.
- 5.5. Customers who require special assistance due to a disability or limited mobility (including but not limited to wheelchair seating and/or wheelchair access to Hospitality Facilities and/or a Stadium) must promptly notify MATCH Hospitality (or the MATCH Hospitality Sales Agent) as soon as reasonably practical. In the event that any Customer, following the purchase of any Hospitality Package, subsequently wishes to provide a Hospitality Package to a person who requires any special assistance due to a disability or limited mobility, the Customer shall promptly notify MATCH Hospitality in writing (or the MATCH Hospitality Sales Agent) as soon as reasonably practical and MATCH Hospitality will use reasonable efforts to provide such special assistance and the best level of service possible (subject to availability).
- 5.6. The Customer acknowledges and agrees that some Stadiums are not yet at the point of final construction/renovation for the FIFA World Cup Qatar 2022™ and that due to this fact, stadium plans may change between the purchase of a Hospitality Package and the relevant Match. Therefore, if a Customer purchases a Hospitality Package which incorporates the right to use a Suite, and the capacity or the location of the Suite must be changed as a result, the price payable in respect of such Hospitality Package may be subject to a corresponding increase or reduction of the price payable by the Customer pursuant to the Sales Agreement, calculated by reference to the price list provided to

the Customer on the Webshop prior to purchase. In the event of any reduction, MATCH Hospitality will credit the difference to the Customer and if there is any increase the Customer shall pay the additional amount or have the right to receive a refund in respect of the relevant Suite. MATCH Hospitality will endeavour to notify the Customer of any required changes prior to the final instalment payment contemplated by the Sales Agreement.

5.7. Subject to the Product Description, the Customer acknowledges and agrees that parking passes (i) are subject to availability and final confirmation by MATCH Hospitality (ii) must be specifically requested by the Customer via a method as specified by MATCH Hospitality during the Application Process and (iii) will, unless MATCH Hospitality determines otherwise (at its sole discretion), be allocated on the basis of one (1) automobile space per Match for every four (4) Hospitality Packages purchased per Match or one (1) bus space per Match for every forty (40) Hospitality Packages purchased per Match.

5.8. The Customer voluntarily enters the Sales Agreement acknowledging that the Hospitality Package price is an all-inclusive price, which includes food, beverage and which may also include gift products, which are not typically served at the Stadium and are not capable of being separately priced or sold as individual servings.

#### 5.9. "MATCH Experience" Hospitality Packages:

5.9.1. The Customer acknowledges that Hospitality Packages concluded prior to the Final Draw may be selected by Customer within two weeks following the Final Draw from a number of options provided by MATCH Hospitality at its sole discretion ("**Match Options**"). Unless otherwise agreed in writing by MATCH Hospitality, if the Customer fails to select their group Matches within two weeks of the Final Draw, the Customer will receive Hospitality Packages for those group Matches determined by MATCH Hospitality at its sole discretion ("**Applicable Matches**") and only within a designated stage of the FIFA World Cup Qatar 2022™.

5.9.2. Where a Match Option has been granted by MATCH Hospitality the Customer will be required to respond with its elected Applicable Match within a reasonable timeframe ("**Selection Timeframe**"). The Customer shall be advised by MATCH Hospitality of the Selection Timeframe period as soon as reasonably practicable. Any failure by the Customer to provide its response to a Match Option within the advised Selection Timeframe period shall deem the Customer's Match Option no longer valid and MATCH Hospitality shall elect an Applicable Match on the Customer's behalf in its sole discretion.

## 6. Payment

6.1. By completing the Application Process, the Customer authorises MATCH Hospitality to take payment from the Customer's Accepted Card or any Accepted Payment Method for the applicable aggregate amount set out in the Confirmation of Purchase ("**Price**") without further notice. The Customer is responsible for ensuring that there are sufficient funds available on its Accepted Card or Accepted Payment Method account at the time any payment is taken by MATCH Hospitality.

6.2. Payments through the Webshop may only be made by Accepted Card or any Accepted Payment Method, provided that other payments to MATCH Hospitality in respect of the purchased Hospitality Package (for the avoidance of doubt other than through the

Webshop) may be made by wire transfer or those credit cards and Accepted Payment Methods identified as being accepted by MATCH Hospitality from time to time.

6.3. Should a Customer opt to pay for their Hospitality Package in instalments, the Price of each Hospitality Package which is subject to the Sales Agreement concluded on the following dates will be due and payable as follows:

6.3.1. The price of each Hospitality Package which is the subject of a Sales Agreement concluded on or before 28 February 2021 will be due and payable in four (4) instalments:

- (i) ten percent (10%) being due and payable immediately during the online checkout;
- (ii) twenty percent (20%) being due and payable on or before 31 March 2021;
- (iii) thirty percent (30%) being due and payable on or before 31 January 2022; and
- (iv) forty percent (40%) being due and payable on or before 01 July 2022.

6.3.2. The price of each Hospitality Package which is the subject of a Sales Agreement concluded between 01 March 2021 and 31 December 2021 will be due and payable in three (3) instalments:

- (i) thirty percent (30%) being due and payable immediately during the online checkout;
- (ii) thirty percent (30%) being due and payable on or before 31 January 2022; and
- (iii) forty percent (40%) being due and payable on or before 01 July 2022.

6.3.3. The price of each Hospitality Package which is the subject of a Sales Agreement concluded between 01 January 2022 and 30 June 2022 will be due and payable in two (2) instalments:

- (i) sixty percent (60%) being due and payable immediately during the online checkout; and
- (ii) forty percent (40%) being due and payable on or before 01 July 2022.

6.3.4. The full price of each Hospitality Package which is the subject of a Sales Agreement concluded after 01 July 2022 will be due and payable in one (1) instalment by the Customer immediately during the online checkout.

6.4. Any VAT and/or other consumption or applicable local tax, fees or dues (which is payable either at the time of the Order or in the future) will be reflected in the Confirmation of Purchase and/or relevant invoice at the applicable rate and shall be payable by the Customer in addition to the price of the Hospitality Package. For the avoidance of doubt, MATCH Hospitality may charge VAT and/or other consumption or applicable local tax, fees or dues retrospectively after the date of an invoice in the event of any changes in applicable laws.

- 6.5. Payments must be received in full in the currency identified during the Application Process, and subsequently confirmed in the Confirmation of Purchase.
- 6.6. Any and all bank or wire payment, currency conversion, currency exchange control, credit card charge or other charges incurred in connection with any payment obligation outlined in Section 6.1 above will be the sole responsibility of, and be borne and payable by the Customer in addition to the price of the Hospitality Packages.
- 6.7. No refunds of any amounts paid by the Customer to MATCH Hospitality will be made to the Customer under any circumstances except with respect to:
- (i) the cancellation of Team Specific Hospitality Packages where the team which is identified as the subject of the relevant Hospitality Package fails to qualify for the final competition of the FIFA World Cup Qatar 2022™;
  - (ii) the cancellation of any Hospitality Package in the circumstances described in Section 4.7 or 5.6; or
  - (iii) the cancellation of any Match in the manner outlined in Section 15.3.

No interest shall be payable in relation to any such refunds payable to the Customer under the Sales Agreement. Refunds payable in connection with:

- (i) Section 6.7 (i) above shall be made no later than thirty (30) days after the date on which the team which is identified as the subject of the relevant Team Specific Hospitality Package fails to qualify for the final competition of the FIFA World Cup Qatar 2022™;
- (ii) Section 6.7 (ii) above shall be made no later than thirty (30) days after the relevant Hospitality Package cancellation; and
- (iii) Section 6.7 (iii) above shall be made no later than thirty (30) days after the cancellation of the Match.

With regard to Section 6.7 (i) above, MATCH Hospitality reserves the right to deduct from any refund an administrative charge of US Dollars 50 per Team Specific Hospitality Matches "TSM1 to TSM5" and US Dollars 150 per Team Specific Hospitality Package "TSS3", "TSS4" and "TSS5" as indicated in the Order Form to cover legitimate administrative costs which may be incurred by MATCH Hospitality or a MATCH Hospitality Sales Agent.

- 6.8. If payment of any monies which are due and payable pursuant to Section 6 is not received by MATCH Hospitality in full for any reason, MATCH Hospitality may upon giving notice to the Customer, in addition to all other rights and remedies available to it at law:
- (i) terminate the entire Sales Agreement, or, alternatively, revoke its acceptance as regards the entire Sales Agreement;
  - (ii) terminate the Sales Agreement in respect of a certain number of specified Hospitality Packages only or, alternatively, revoke its acceptance as regards the Sales Agreement in respect of a certain number of specified Hospitality Packages only;

- (iii) immediately and without further notice make available for sale to third parties each Hospitality Package which is the subject of any termination or revocation;
- (iv) retain, as a non-refundable deposit, any amounts paid by the Customer as at the date of such termination or revocation;
- (v) charge the Customer interest on all amounts outstanding at five percent (5%) above 12 month US Dollar Libor rate as it may vary from time to time from the date payment became due until actual payment is made;
- (vi) terminate or suspend any of MATCH Hospitality's obligations under the Sales Agreement; and/or
- (vii) claim for all further losses and costs suffered by MATCH Hospitality as a result of non-payment and/or late payment.

MATCH Hospitality retains the right to claim damages which are in excess of the amounts specified above.

6.9. **Opening Match Premium:** The Customer acknowledges and agrees that, in addition to the price stipulated in the Confirmation of Purchase, if it has purchased (i) a Team Specific Hospitality Package and the team it has selected is drawn at the Final Draw to play Qatar in the Opening Match, the Customer will also be required to pay the following Opening Match Premium for each Hospitality Package for the Opening Match included within its Team Specific Hospitality Package as set out below:

- MATCH Private Suite: USD\$3,050;
- MATCH Business Seat: USD\$2,350;
- MATCH Pavilion: USD\$1,550; and
- MATCH Club: USD\$750.

All amounts due as a result of the Opening Match Premium shall be payable within ten (10) days of the date the applicable invoice issued by MATCH Hospitality.

The Opening Match Premium shall apply notwithstanding whether or not the Opening Match takes place in conjunction with and at the same time as the Opening Ceremony, and the sale of any Hospitality Packages in relation to a separately scheduled Opening Ceremony shall be priced and sold separately by MATCH Hospitality.

6.10. The misuse of an Accepted Card or use without authorisation of the legal holder of the Accepted Card is viewed in the most serious manner by MATCH Hospitality and MATCH Hospitality reserves the right to take legal action against those committing or attempting to commit online fraud, or similar criminal or civil offence.

6.11. MATCH Hospitality reserves the right to refuse to process payments in respect of Customers with a prior history of questionable charges or where MATCH Hospitality reasonably believes a sale may result in a breach of the Sales Agreement. MATCH Hospitality may carry out such checks as it considers appropriate before processing an Accepted Card payment for security purposes. As part of such checks, the Customer grants to MATCH Hospitality the right to disclose personal data to third parties for the purposes of carrying out these security checks. The Customer acknowledges and agrees that MATCH Hospitality will not be liable for any damages resulting from its decision not to process a payment. The Customer explicitly approves the transfer of their personal data in this context.

## 7. Delivery of Hospitality Package Components

7.1. Subject to Sections 7.2-7.8 inclusive, MATCH Hospitality will use reasonable endeavours to procure that, Hospitality Access Passes, paper Tickets, any parking pass and all other applicable Hospitality Package components will be:

- (i) delivered to the address stated in the Confirmation of Purchase (or to a different address subsequently agreed in writing by MATCH Hospitality) by a method of MATCH Hospitality's choice; or
- (ii) made available for collection by the Customer at MATCH Hospitality customer service centres, in accordance with policies to be established by MATCH Hospitality and notified to the Customer; or
- (iii) made available for collection at an alternative location if this is notified in advance to the Customer by MATCH Hospitality.

MATCH Hospitality shall be under no obligation to deliver the Hospitality Access Passes, paper Tickets, any parking pass and all other applicable Hospitality Package components at the same time and may deliver the respective components at different times and to different locations in accordance with 7.1 (i), (ii) and (iii) above.

The Customer acknowledges and agrees that the delivery or the availability for collection, of Hospitality Package components is subject to the Customer having complied in full with all elements of the Sales Agreement.

7.2. Where Hospitality Packages include e-Tickets and/or e-parking passes (which may include mobile tickets or 'print-at-home' tickets) the Customer acknowledges and accepts:

- (i) the e-Tickets and/or e-parking passes will be emailed to the Customer or made available by MATCH Hospitality for download;
- (ii) with respect to print-at-home e-Tickets and/or parking passes, the Customer will be required to print off the e-Tickets and/or e-parking passes;
- (iii) print-at-home e-Tickets and/or e-parking passes must be printed in portrait mode (vertical) on blank white A4 paper (on both sides), without changing the print size using a laser or inkjet printer. No other medium (electronic, PC screen, portable screen, mobile screen etc) is valid. Any e-Ticket and/or e-parking pass that is partly printed, soiled, damaged or illegible shall not be considered valid;
- (iv) with respect to other forms of e-Tickets and/or e-parking passes, the Customer will be required to follow all instructions provided by MATCH Hospitality and/or FIFA and that use of such e-Tickets and/or e-parking passes may require the Customer and its Guests to download a mobile application and agree to separate terms and conditions applicable thereto.
- (v) Customer and Guests will be required to have valid identification in order to access the Venue with e-Tickets.

Unless otherwise notified in writing to the Customer by MATCH Hospitality, neither MATCH Hospitality nor FIFA shall be responsible on behalf of any Customer or Guest for

applying for, collecting or providing any travel visa or substitutional permits (including any form of fan identification system such as a fan passport or equivalent document or permit) to enter or exit Qatar. The Customer remains responsible at all times for taking care of all general and event-specific requirements relating to their own and their Guests' entry to and exit from Qatar and in relation to their movement inside Qatar.

- 7.3. Neither MATCH Hospitality nor any MATCH Hospitality Sales Agent will be responsible or liable in any way to a Customer or any third party as a result of any late delivery of a Hospitality Package which arises as a result of a failure of and/or interruption to any delivery services or failure, act or omission of any third party supplier or local authority or government department.
- 7.4. MATCH Hospitality will not deliver Hospitality Packages to post office boxes, unless agreed otherwise in writing by MATCH Hospitality on a case-by-case basis. The Customer is required to provide a street address as well as the name and contact details of an individual which has been expressly authorised to take delivery of the Hospitality Packages. It is the Customer's responsibility to arrange for an authorised representative to be present at the delivery address to take delivery of every Hospitality Package and to notify MATCH Hospitality of any change in the proposed delivery address.
- 7.5. Save in respect of last minute sales or as MATCH Hospitality may determine (acting reasonably), if the Customer has not received the Ticket, Hospitality Access Pass and all other applicable Hospitality Package components at least three (3) weeks prior to the first Match of the FIFA World Cup Qatar 2022™, the Customer will immediately notify MATCH Hospitality (or the MATCH Hospitality Sales Agent) in writing.
- 7.6. Any Ticket, Hospitality Access Pass or parking pass which has become damaged in any way after delivery to, or collection by, the Customer and is, as a consequence, unreadable, may not be accepted for admission to, or use at, a Stadium and/or Hospitality Facility. It is the sole responsibility of the Customer to immediately notify MATCH Hospitality or a MATCH Hospitality Sales Agent, in writing, in the event that any Ticket, Hospitality Access Pass or parking pass is delivered or collected in a damaged condition. In the absence of any such written notification, the relevant Ticket, Hospitality Access Pass or parking pass will be deemed to be undamaged at delivery or collection.
- 7.7. FIFA, MATCH Hospitality and MATCH Hospitality Sales Agents shall not be responsible or liable in any way to a Customer or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket, Hospitality Access Pass or parking passes or other Hospitality Package component once received or collected by the Customer.
- 7.8. MATCH Hospitality reserves the right to determine whether to issue replacement Hospitality Access Passes, Tickets or parking passes in the event of any occurrence of the circumstances outlined in Sections 7.6, 7.7 and/or 7.8, and to determine the conditions which may apply to any such replacements. MATCH Hospitality reserves the right to determine the conditions which shall apply to the replacement Hospitality Access Passes, Tickets or Parking Passes in the event of any occurrence of the circumstances outlined in Sections 7.6, 7.7 and/or 7.8.

## **8. Hospitality Services**

The Customer acknowledges and agrees that:

- (i) access to any Stadium and/or Hospitality Facilities is strictly limited to the day of the Match in respect of which a Hospitality Package has been purchased, and to the times indicated by MATCH Hospitality from time to time;
- (ii) the delivery of all hospitality services and benefits in connection with a Hospitality Package are subject to applicable laws. Without prejudice to the foregoing, all Suites shall have an option for the availability or the exclusion of alcoholic beverages within the Suites provided that this is selected by a Customer on the Order Form. The Customer may change its option after finalisation of an Order Form provided it has notified MATCH Hospitality within an agreed notification period. The Customer shall be advised by MATCH Hospitality of such notification period at the time of submitting an Order Form.
- (iii) MATCH Hospitality retains the right to amend the scope of the Hospitality Facilities and hospitality services and benefits applicable to any Hospitality Package, provided that MATCH Hospitality provides the Customer with replacement hospitality services and benefits of substantially similar or better quality and value;
- (iv) access to Hospitality Facilities will be limited to Customers and Guests who are in possession of an appropriate Hospitality Access Passes; and
- (v) MATCH Hospitality will use reasonable efforts to procure that Tickets which form part of Hospitality Packages which are the subject of a single Sales Agreement will, wherever reasonably possible, correspond to Stadium Seats which are adjacent to each other or in the same block. No guarantees or warranties are provided by FIFA or MATCH Hospitality that Seats will be adjacent to each other or in the same block.

## 9. Ticket Terms of Use

- 9.1. The Ticket Terms of Use and these Sales Regulations each form an integral part of the Sales Agreement, and the Customer irrevocably and unconditionally undertakes and agrees to fully comply with the Ticket Terms of Use and these Sales Regulations. The Ticket Terms of Use may be amended by FIFA from time to time. The Customer agrees to accept and comply with any updated version of the Ticket Terms of Use. To that end, the Customer undertakes to periodically check for updates to the Ticket Terms of Use. Each Customer and Guest who uses a Ticket to enter the Stadium will be deemed to have fully and irrevocably agreed to accept, and comply with, the prevailing version of the Ticket Terms of Use.
- 9.2. The Customer further agrees to ensure that its Guests fully comply with the Ticket Terms of Use and these Sales Regulations and the Customer, regardless of the Customer's fault, remains primarily liable to MATCH Hospitality for any non-compliance by the Guest. The Customer shall also remain directly liable to FIFA for any non-compliance by it or its Guest(s) of the Ticket Terms of Use. It is the Customer's responsibility to notify to each individual Guest in writing of the requirements of the Ticket Terms of Use and these Sales Regulations and to ensure full compliance with the same by its Guests.
- 9.3. All of the terms and conditions reflected in the Ticket Terms of Use and these Sales Regulations with respect to the Stadium to which a Ticket Holder gains access through the use of a Ticket shall also apply to the Hospitality Facilities, in so far as is relevant, to which the Customer gains access through the use of a Hospitality Access Pass on Match days.

- 9.4. With respect to a Ticket which comprises part of a Hospitality Package, any reference to the "Ticket Purchaser" in the Ticket Terms of Use shall be considered a reference to the Customer, and any reference to the "Ticket Holder" in the Ticket Terms of Use shall be considered a reference to the Customer and/or the Guest to whom the Customer provides a Ticket which forms part of a Hospitality Package. Any reference to the "Terms of Sale" in the Ticket Terms of Use shall be considered a reference to these Sales Regulations.
- 9.5. Any measures taken or imposed by a FIFA World Cup™ Authority with respect to any Match, any Ticket or any Stadium shall apply to the Customer and/or its Guests. By way of illustration only, if any Ticket is cancelled or a Customer or Guest is expelled from, or refused entrance to, the Stadium and/or the Hospitality Facilities as a result of a violation of the Ticket Terms of Use or these Sales Regulations or as result of any action authorised pursuant to any law or by-law, the Customer and/or the Guest may (without prejudice to any other rights or remedies MATCH Hospitality may have) lose all rights pursuant to its Hospitality Package(s) (including the Ticket component), with no right of refund.
- 9.6. The locations of Seats for specific Ticket categories for Matches at the Stadiums are determined by FIFA in its discretion. Neither MATCH Hospitality nor FIFA shall be responsible or liable in any way to a Customer and/or any Guests in relation to any complaints regarding locations of Seats provided the locations of such Seats correspond with the correct Ticket category for the particular Match at the relevant Stadium. Product category and seat allocation decisions will not become final until 2022 while Stadium construction/renovation projects are on-going. Any drawings included as part of the Product Description are therefore approximate depictions, not actual and should not be considered definitive. Each Stadium and Match will be configured differently. The Customer acknowledges that Seats for certain Ticket categories which form part of Hospitality Packages in the Al Thumama Stadium and the Al Bayt Stadium shall be Balcony Seats.

## 10. Data

- 10.1. The Customer agrees that it shall comply with the directives of FIFA and the competent Qatari authorities with regard to the provision of individual or personal data for Guests. Not limiting the generality thereof, the Customer shall, in particular, provide MATCH Hospitality, immediately following any request by MATCH Hospitality, FIFA, any Qatari authority and/or any third party authorised by FIFA or by the applicable laws, with full details relating to its identity and the identity of each of its Guests, including but not limited to the Guest's name, passport/identity card numbers, nationality and date of birth and such other information and/or data as FIFA or MATCH Hospitality may require from time to time. The Customer agrees, if requested by MATCH Hospitality, to provide each of its Guests with the Ticket specifically allocated, by Ticket number or by block, Seat or row number, to such Guest.
- 10.2. In the event that the Customer fails to provide the details set out in Section 10.1, MATCH Hospitality reserves the right (without prejudice to any other rights or remedies MATCH Hospitality may have) to withhold delivery of the Hospitality Packages until such data is provided, to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Stadium and/or any Hospitality Facility to any Customer or Guest for which data has not been provided, with no right to any refund. The Customer acknowledges and agrees that any Ticket and any other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by MATCH Hospitality.

- 10.3. MATCH Hospitality or a FIFA World Cup™ Authority may carry out access controls and inspections at a Stadium. In the event that a Customer or Guest attempts to use a Hospitality Package at a Stadium and/or Hospitality Facility and the personal details of such Customer or Guest do not match the data provided in respect of such Hospitality Package, MATCH Hospitality or the FIFA World Cup™ Authority expressly reserves the right to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Stadium and/or Hospitality Facility to the Customer or Guest, with no right to any refund. The Customer acknowledges and agrees that any such Ticket and other component of a Hospitality Package(s) may be made available for re-sale by MATCH Hospitality.
- 10.4. The personal data provided to MATCH Hospitality and/or any third party authorised by FIFA pursuant to these Sales Regulations will, subject to applicable law, be used, processed, stored, and transferred to third parties (including but not limited to cross-border transfer) designated by MATCH Hospitality and/or FIFA (located both within and outside of Switzerland) for purposes relating to; (i) Hospitality Package sales and allocation procedures, (ii) any relevant safety and security measures, and (iii) rights protection measures in connection with the Matches. The Customer acknowledges its responsibility to obtain the consent of each Guest to use his personal data for the purposes described above.
- 10.5. Customers may update, correct or amend their personal data by contacting MATCH Hospitality in writing. If an Order Form is rejected by MATCH Hospitality or the Sales Agreement is cancelled or terminated (for whatever reason), the Customer may request deletion of its personal data provided in connection with the Order Form by contacting MATCH Hospitality in writing.

## 11. Prohibition on the Resale and Transfer of Hospitality Packages

11.1. The Customer is prohibited from:

- (i) directly or indirectly conducting, allowing, permitting, authorising and/or approving:
  - a. any re-sale, or the offering for resale (whether online or offline), and/or
  - b. the exchange or other transfer or assignment of rights (other than the provision to a Guest) (whether online or offline);

of any Hospitality Package, Ticket, Hospitality Access Pass, parking pass or other benefit or service provided in connection with a Hospitality Package, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package;

- (ii) directly or indirectly conducting, allowing, permitting or approving:

- a. any re-sale, or the offering for resale (whether online or offline), and/or
- b. the exchange or other transfer or assignment of rights (other than the provision to a Guest) (whether online or offline);

of any Ticket, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package; and

- (iii) acting, purporting to act, or advertising its ability to act, as an agent, facilitator or representative of a third party for the purchase, or purported purchase, of Hospitality Packages (or any component of a Hospitality Package) and/or Tickets by the third party.
- 11.2. The Customer shall ensure that any Hospitality Packages are only used by the Customer itself or by its Guests to which the Customer provides the Hospitality Packages.
- 11.3. The Customer shall ensure that none of its Guests resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Hospitality Package, Ticket, Hospitality Access Pass, parking pass or other benefit or service provided in connection with a Hospitality Package, and that all Guests are informed in writing by the Customer of this prohibition.
- 11.4. Any Customer or Guest who is entitled to use any component of a Hospitality Package must be the same person as the Customer or Guest who uses each of the corresponding components of the relevant Hospitality Package.
- 11.5. At no stage will a Guest become a party to the Sales Agreement or receive any rights under or in connection with the Sales Agreement, or be entitled to any recourse against MATCH Hospitality or FIFA or any FIFA World Cup™ Authority under the Sales Agreement.

## 12. Use of Hospitality Packages

- 12.1. The Customer expressly acknowledges and agrees that the purchase of a Hospitality Package does not grant the right to, or permit the Customer and/or its Guest(s) to exercise, any marketing, advertising or promotional rights with respect to the FIFA World Cup Qatar 2022™ or any ancillary event, any Match, any national team, player or official participating in the FIFA World Cup Qatar 2022™, FIFA, MATCH Hospitality, Q22, the Supreme Committee or any other affiliated body or event.
- 12.2. The Customer shall not, and shall ensure that each of its Guests shall not, hold itself out as a sponsor of, or otherwise associate itself or its name, services or products in any manner whatsoever with, the FIFA World Cup Qatar 2022™ or any ancillary event, any Match, any national team, player or official participating in the FIFA World Cup Qatar 2022™, FIFA, MATCH Hospitality, Q22, the Supreme Committee or any other affiliated body or event.
- 12.3. The Customer shall not, and shall ensure that each of its Guests shall not, before, during and after the FIFA World Cup Qatar 2022™:
- (i) use a Hospitality Package or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;
  - (ii) conduct any promotional, advertising or marketing activity in connection with the FIFA World Cup Qatar 2022™ or any ancillary event, any Match, any national team, player or official participating in the FIFA World Cup Qatar 2022™, FIFA, MATCH Hospitality, Q22, the Supreme Committee or any other affiliated body or event; or
  - (iii) conduct any activity which MATCH Hospitality or FIFA reasonably believes may lead to an association between the Customer, its Guest and/or the Customer's or its

Guests' name, services or products and the FIFA World Cup Qatar 2022™ or ancillary event, any Match, any national team, player or official participating in the FIFA World Cup Qatar 2022™, FIFA, MATCH Hospitality, Q22, the Supreme Committee or any other affiliated body or event.

- 12.4. The Customer shall not, and shall ensure that each of its Guests shall not, develop, use or register any name, logo, trademark, symbol, service mark or other mark (including without limitation the official name and mascot of the FIFA World Cup Qatar 2022™) which may be inferred by the public as identifying with FIFA, the FIFA World Cup Qatar 2022™ or Q22, the Supreme Committee, including the words "World Cup", "Mundial", "FIFA", "Coupe du Monde", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft" (or any other term used in any language to identify the FIFA World Cup Qatar 2022™) or the development, use or registration of the year 2022 in connection with Qatar, or any similar indicia or derivation of such terms or date in any language.
- 12.5. The Customer shall not, and shall ensure that each of its Guests shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into a Stadium or Hospitality Facility, including any banner, sign (including handheld lollipop signs) or leaflet for the purposes of display or distribution. By way of illustration only, the Customer and each of its Guests shall refrain from wearing, in any Stadium or Hospitality Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Customer and/or its Guest(s) and which is intended to be worn as part of a group wearing the same or similar clothing in a way which MATCH Hospitality or FIFA may regard as the conduct of a promotional, advertising or commercial activity.
- 12.6. The Customer shall not, and shall ensure that each of its Guests shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at any Stadium or Hospitality Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by any FIFA World Cup™ Authority or, at the entrance of and within a Hospitality Facility, MATCH Hospitality, and any person engaging in such activities is subject to ejection from the Stadium and/or Hospitality Facility.
- 12.7. By using any component of a Hospitality Package to attend a Hospitality Facility or Stadium, each Customer grants, and confirms that each of its Guests grants, FIFA and any third party authorised by FIFA the unrestricted right and licence to use worldwide and in perpetuity the Customer's and Guests' image, likeness, actions, name, voice and statements in connection with any live or recorded broadcast or other transmission or reproduction of the FIFA World Cup Qatar 2022™, in whole or in part, by means of any media existing now or in the future, for any purpose and without compensation, consideration or notification. The Customer waives, and confirms that each of its Guests waives, in advance all rights and actions seeking to oppose such use.
- 12.8. Nothing in these Sales Regulations or the Ticket Terms of Use grants any person in possession of a Ticket or Hospitality Access Pass the right to capture or produce any photographs, sounds, videos, other audio, visual or audio-visual material, accounts or descriptions of any Match or any other content relating to the FIFA World Cup Qatar 2022™ while attending the Hospitality Facility or Stadium ("**Event Content**") other than for personal, non-commercial purposes. Any Event Content captured or produced in contravention of this Section 12.8 is strictly prohibited.

12.9. The Customer acknowledges and agrees that any violation by Customer and/or its Guests of the terms relating to the use of a Hospitality Package pursuant to Sections 12.1 to 12.8 above represents a material breach of these Sales Regulations by Customer. In such case:

- (i) MATCH Hospitality is entitled to terminate with immediate effect the Sales Agreement pursuant to Section 16.2 below;
- (ii) FIFA is entitled to exercise its rights pursuant to Sections 16.3 and 16.4 below; and
- (iii) the Customer acknowledges and agrees to be directly liable to FIFA for any direct and indirect damages suffered by FIFA, including but not limited to consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

### **13. Travel Bundles**

Where an EU Customer's or a UK Customer's booking is for a Travel Bundle that MATCH Hospitality has organised, MATCH Hospitality will act as the organiser of the component elements of the Travel Bundle and the Customer will additionally be bound to the terms of the Travel Bundle Sales Regulations.

### **14. Acceptance of Risk, Limitations on Liability, Customer and Guest Responsibilities**

14.1. The following limitations of liability apply with respect to all Hospitality Package components, including, but not limited to, Tickets.

14.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING ANY MATCH OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST MATCH HOSPITALITY, THE MATCH HOSPITALITY SALES AGENTS AND THE FIFA WORLD CUP™ AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE STADIUM AND THE OTHER SITES. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES, LOSSES, COSTS, EXPENSES, CLAIMS OR FEES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF MATCH HOSPITALITY, THE MATCH HOSPITALITY SALES AGENTS OR A FIFA WORLD CUP™ AUTHORITY.

AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING STADIUM PROPERTY. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS, TEMPORARY AND PERMANENT DISABILITY, AND DEATH. PRE-EXISTING RISK FACTORS SUCH AS UNDERLYING MEDICAL CONDITIONS AND ADVANCED AGE MAY MAKE CERTAIN INDIVIDUALS PARTICULARLY VULNERABLE. BY ENTERING ANY HOSPITALITY FACILITY OR STADIUM, THE CUSTOMER CONFIRMS THAT IT AND EACH OF ITS GUESTS VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19. THE CUSTOMER FURTHER ACKNOWLEDGES AND ACCEPTS THAT IT AND EACH OF ITS GUESTS WILL FOLLOW ANY AND ALL RULES AND/OR PROTOCOLS THAT THE FIFA WORLD CUP™ AUTHORITIES MAY IMPLEMENT THROUGHOUT THE FIFA WORLD CUP

QATAR 2022™ IN ORDER TO ATTEMPT TO REDUCE THE SPREAD OF OR THE RISK OF CONTRACTING COVID-19 AND THAT THE INABILITY OR UNWILLINGNESS TO COMPLY WITH SUCH RULES AND/OR PROTOCOLS SHALL NOT ENTITLE THE CUSTOMER OR ITS GUESTS TO A REFUND OR ANY OTHER FORM OF COMPENSATION.

14.3. SUBJECT TO SECTION 14.5 BELOW, MATCH HOSPITALITY, THE MATCH HOSPITALITY SALES AGENTS AND EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE "FIFA WORLD CUP™ AUTHORITIES" HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE FIFA WORLD CUP QATAR 2022™. NEITHER MATCH HOSPITALITY, THE MATCH HOSPITALITY SALES AGENTS OR ANY FIFA WORLD CUP™ AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER FIFA WORLD CUP™ AUTHORITY OR MATCH HOSPITALITY OR THE MATCH HOSPITALITY SALES AGENTS. MATCH HOSPITALITY, THE MATCH HOSPITALITY SALES AGENTS AND EACH FIFA WORLD CUP™ AUTHORITY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.

14.4. SUBJECT TO SECTION 14.5 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MATCH HOSPITALITY NOR FIFA SHALL BE LIABLE TO THE CUSTOMER AND/OR ANY GUEST FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR ANY BREACH OF THE SALES AGREEMENT. THE MAXIMUM LIABILITY OF MATCH HOSPITALITY TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SALES AGREEMENT SHALL NOT EXCEED THE TOTAL PRICE PAID FOR HOSPITALITY PACKAGES BY THE CUSTOMER TO MATCH HOSPITALITY IN RESPECT OF THE SALES AGREEMENT.

14.5. NOTHING IN THE SALES AGREEMENT WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER OR GUEST OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY A FIFA WORLD CUP™ AUTHORITY, MATCH HOSPITALITY, THE MATCH HOSPITALITY SALES AGENTS OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14.6. THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THE USE OF ITS TICKET AND/OR HOSPITALITY ACCESS PASS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST INDEMNIFIES AND HOLDS HARMLESS MATCH HOSPITALITY, THE MATCH HOSPITALITY SALES AGENTS AND THE FIFA WORLD CUP™ AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:

- (i) ITS MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS; OR
- (ii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY A MINOR IF THE TICKET AND/OR HOSPITALITY ACCESS PASS WAS PROVIDED BY THE CUSTOMER; OR
- (iii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET AND/OR HOSPITALITY ACCESS PASS THROUGH IT; OR
- (iv) A VIOLATION OF THE TICKET TERMS OF USE, THESE SALES REGULATIONS AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR

- (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET AND/OR HOSPITALITY ACCESS PASS.

THIS MEANS THAT IF A CUSTOMER OR ANY GUEST VIOLATES ANY TICKET AND/OR HOSPITALITY ACCESS PASS RELATED RULES, THE CUSTOMER MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT MATCH HOSPITALITY, THE MATCH HOSPITALITY SALES AGENTS AND/OR THE FIFA WORLD CUP™ AUTHORITIES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

- 14.7. THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE HOSPITALITY PACKAGES (INCLUDING, WITHOUT LIMITATION, TRAVEL, ANY FORM OF TRANSPORTATION AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER AND EACH GUEST AT THEIR OWN RISK AND MATCH HOSPITALITY SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE CUSTOMER AND ANY GUESTS.

## 15. Unforeseen Circumstances

- 15.1. If a Match is rescheduled or relocated owing to a Force Majeure Event, MATCH Hospitality shall use reasonable efforts to arrange for corresponding hospitality services and benefits to be provided at the rescheduled or relocated Match, but will have no obligation to do so. MATCH Hospitality reserves the right to make alterations to the times, dates and locations in connection with the delivery of hospitality benefits and services as a result of any such unforeseen circumstances. Subject to Section 15.2 below, in the event of a rescheduling or a relocation of a Match, neither party shall be relieved from its obligations under this Agreement, it being understood that the respective obligation (together with any payments) shall be transferred and applied instead to the rescheduled/relocated Match.
- 15.2. Regardless of the availability of hospitality services and benefits, the rescheduling or relocation of any Match owing to a Force Majeure Event or another circumstance outside the control of MATCH Hospitality does not affect the validity of any Ticket for that Match (other than as specified in the Ticket Terms of Use). The use of Tickets is exclusively governed by the Ticket Terms of Use with respect to the rescheduling or relocation of any Match.
- 15.3. If a Match or any part thereof is cancelled or is held behind closed doors due to a Force Majeure Event or another circumstance outside the control of MATCH Hospitality (including but not limited to a safety and security concern or a decision made by FIFA, Q22, the Supreme Committee or any other FIFA World Cup™ Authority or the disqualification or withdrawal of a team), MATCH Hospitality shall refund the full price of each affected Hospitality Package, such refund to be determined by reference to the prevailing circumstances. Any such refund shall constitute the sole and exclusive remedy to which the Customer is entitled.
- 15.4. The cancellation of any Match or part thereof due to a Force Majeure Event (including but not limited to a safety and security concern or a decision made by FIFA, Q22, the Supreme Committee or any other FIFA World Cup™ Authority, or the disqualification or withdrawal of a team) does not affect the validity of any Ticket for that Match (other than as specified in the Ticket Terms of Use). Tickets are exclusively governed by the Ticket Terms of Use with respect to the cancellation of any Match.

## 16. Termination

16.1. In the event that any Customer fails to ensure that MATCH Hospitality receives, in full any amount due and payable, MATCH Hospitality reserves the rights specified in Section 6.8, including, without limitation, the right to terminate the Sales Agreement in full or in part.

16.2. The Customer acknowledges and agrees that, in the event of a violation or breach of any term of the Ticket Terms of Use, these Sales Regulations or any other relevant laws or by-laws, MATCH Hospitality shall, in addition to all other rights and remedies that MATCH Hospitality may have, retain the right to:

- (i) terminate the Sales Agreement in whole or in part immediately without further notice;
- (ii) render null and void any applicable Hospitality Access Pass;
- (iii) enforce FIFA's termination of the sale of Ticket(s) forming part of the Hospitality Package and FIFA's right to render null and void the Ticket(s) comprised in the Hospitality Package;
- (iv) refuse entry into the Stadium and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Stadium and/or Hospitality Facility;
- (v) enforce the Sales Agreement and/or claim damages; and/or
- (vi) notify governmental authorities of a violation of the provisions of the Ticket Terms of Use, these Sales Regulations and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

16.3. The Customer acknowledges and agrees that, in the event of a violation or breach of any term of the Ticket Terms of Use or any other relevant laws or by-laws, FIFA, or MATCH Hospitality acting on FIFA's behalf, shall, in addition to all other rights and remedies that FIFA may have, retain the right to:

- (i) terminate, in whole or in part, the direct agreement between FIFA and the Customer concerning the sale of the Ticket(s) forming part of the Hospitality Package;
- (ii) cancel, or render null and void, any Ticket forming part of the Hospitality Package; and/or
- (iii) refuse entry into the Stadium and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Stadium and/or Hospitality Facility.

16.4. The Customer acknowledges and agrees that:

- (i) MATCH Hospitality shall be entitled to terminate, in whole or in part, the Sales Agreement if FIFA has exercised any of its rights set out in Section 16.3 above; and

- (ii) FIFA shall be entitled to terminate the direct agreement between FIFA and the Customer concerning the sale of a Ticket forming part of the Hospitality Package if MATCH Hospitality has exercised any of its rights set out under Section 16.2 above.

16.5. In addition to laws applicable in other countries, the Qatari or Swiss governments may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets or Hospitality Access Passes in violation of the Ticket Terms of Use, these Sales Regulations or any other relevant laws or by-laws. Customers and their Guests are advised to obtain information about applicable laws relating to Tickets and Hospitality Access Passes.

16.6. Further to other termination rights granted under the Ticket Terms of Use and the corresponding right to cancel Hospitality Packages reflected in these Sales Regulations, MATCH Hospitality shall have the right to cancel any Hospitality Package in the event of:

- (i) any insolvency, bankruptcy filing or liquidation of the Customer;
- (ii) the appointment of an administrator in respect of the Customer;
- (iii) the Customer entering into an arrangement with its creditors; or
- (iv) any other event which may give rise to the reasonable belief that the Customer will not be able to complete the full payment of the Hospitality Package purchase price;

provided that any such events occur prior to receipt by MATCH Hospitality of the full purchase price of the Hospitality Package.

16.7. In the event of termination of the Sales Agreement or cancellation of any Ticket forming part of the Hospitality Package, any payment made by the Customer, whether in full or in part, will be retained by MATCH Hospitality and/or FIFA as partial compensation for the administration, cancellation fees and production costs and/or instead of damages or other compensation. MATCH Hospitality nevertheless retains the right to sue for a higher level of applicable damages.

16.8. The termination of the Sales Agreement for any reason whatsoever shall not affect any provision of the Sales Agreement which is intended to survive its termination, nor prejudice or affect the rights of either party against the other in respect of any breach of the Sales Agreement, or in respect of any monies payable by the Customer to MATCH Hospitality in respect of any period prior to termination.

## 17. Miscellaneous

17.1. Should any provision(s) of these Sales Regulations and/or the Sales Agreement be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations and the Sales Agreement will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.

17.2. The Sales Agreement (together with its component parts) has been drafted in English. The Ticket Terms of Use may be translated into the three (3) other official FIFA languages and Arabic, and made available through FIFA.com. In the event of any discrepancy between the English and other language version of the Ticket Terms of Use the English text will prevail and will be used to resolve all questions of interpretation and application.

- 17.3. Certain provisions of the Ticket Terms of Use and these Sales Regulations may be restated in a condensed format so that they may be included, respectively, within the confined space allocated on each Ticket and the Hospitality Passes. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket Terms of Use as located on the reverse side of any Ticket and these Sales Regulations as located on the reverse side of any Hospitality Passes, the full terms of the Ticket Terms of Use and these Sales Regulations will apply and will prevail over the condensed provisions.
- 17.4. MATCH Hospitality reserves the right to refuse (at its sole discretion) the purchase of Hospitality Packages by Customers who are the subject of football match banning orders or who are identified by FIFA as being prohibited from any such purchase.
- 17.5. If there is any inconsistency between the provisions of these Sales Regulations and the Ticket Terms of Use with respect to any matter pertaining to the use of a Ticket at a Stadium, the Ticket Terms of Use shall apply and will prevail over the terms of the Sales Regulations.
- 17.6. Subject to Section 17.8, the Sales Agreement and the Ticket sales agreement with FIFA pursuant to Section 4.2 will be governed by, and interpreted in accordance with, the substantive laws of Switzerland and to the exclusion of the Vienna Convention on the International Sale of Goods.
- 17.7. Subject to Section 17.8, to the fullest extent allowed by applicable law, and in the absence of amicable settlement, any disputes arising out of or in connection with the Sales Agreement and/or the Ticket sales agreement with FIFA pursuant to Section 4.2 above shall, unless otherwise determined by MATCH Hospitality or FIFA (if applicable), be resolved exclusively by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force at the time when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3). The seat of arbitration shall be Zürich, Switzerland. The arbitral proceedings shall be conducted in English.
- 17.8. The Customer acknowledges and agrees that MATCH Hospitality may transfer and assign its rights and obligations under the Sales Agreement to an MH Affiliated Company and in the event it does so will notify the Customer in writing, and the Sales Agreement will be governed by, and interpreted in accordance with, the substantive laws of the jurisdiction in which the MH Affiliated Company is located ("**MH Affiliated Company's's Jurisdiction**") and any disputes arising out of or in connection with the Sales Agreement shall be resolved in accordance with the equivalent rules of arbitration that apply in the MH Affiliated Company's Jurisdiction.
- 17.9. The Customer agrees to indemnify and hold harmless MATCH Hospitality and MATCH Hospitality Sales Agents and the FIFA World Cup™ Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:
- (i) any claim by any Guest against MATCH Hospitality (or any MATCH Hospitality Sales Agent) or a FIFA World Cup™ Authority in connection with any purported breach by MATCH Hospitality of the Sales Agreement;
  - (ii) any activity conducted by the Customer or any of its Guests which causes damage to MATCH Hospitality (or any MATCH Hospitality Sales Agent) or a FIFA World Cup™

Authority or to the enjoyment of Hospitality Packages by any other Customer or Guest; and

(iii) any activity conducted by the Customer or any of its Guests which infringes the intellectual property rights of MATCH Hospitality and/or FIFA.

17.10. A notice under or in connection with the Sales Agreement must be in writing and must be delivered personally or sent by overnight mail delivery service or by fax or by PDF attached to an email to the party due to receive the notice. MATCH Hospitality's address, fax and email details are those specified in the Confirmation of Purchase. The Customer's address, fax and email details are those specified in the Order Form. Either party may amend such details by written notice to the other party.

17.11. Without limiting FIFA's ability to modify the Ticket Terms of Use in accordance with Section 9.1 above, the Sales Agreement shall not be amended or modified, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both MATCH Hospitality and the Customer.

## 18. Definitions

**"Accommodation"** means any accommodation services provided by MATCH Hospitality or any authorised third party on behalf of MATCH Hospitality to its Customers in connection with the FIFA World Cup Qatar 2022™.

**"Acceptance of Terms and Conditions Box"** means the tick box located on the check out page which reads substantially as follows: "I hereby accept and will comply with the Sales Regulations, the Ticket Terms of Use and other requirements of the Application Process and Order Form."

**"Accepted Card"** means VISA credit or debit card.

**"Accepted Payment Method"** means Apple Pay, SIX Saferpay or any other payment method as accepted by MATCH Hospitality from time to time.

**"Application Process"** means the online application process under which the Customer applies for Hospitality Packages on the Webshop.

**"Balcony Seat"** means Seats located behind the goal lines with direct access to lounges and which are separated from other Seats in the Stadium and may be subject to restricted access other than through the corresponding lounge.

**"Category I Seat"** means Seats associated with the best category of Tickets available to the general public.

**"Confirmation of Purchase"** means MATCH Hospitality's written confirmation and acceptance of the Customer's offer to purchase the Hospitality Packages which is issued by MATCH Hospitality in accordance with Section 2.

**"Customer"** means any legal entity or individual duly identified in the Order Form, who purchases a Hospitality Package which is subject to these Sales Regulations.

**"EU Customer"** means a Customer who is an European Economic Area (EEA) resident and/or a Swiss resident and a resident of one of the EEA member states or Switzerland.

“**FIFA**” means the Fédération Internationale de Football Association (FIFA), the world governing body of Association Football.

“**FIFA World Cup™ Authority**” means any out of FIFA, Q22, the Supreme Committee, the FIFA Ticketing Centre, the FIFA Ticketing Office, the Stadium management and/or any Qatari governmental entity responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors.

“**Final Draw**” means the event in which teams participating in the final competition phase of the FIFA World Cup Qatar 2022™ are drawn into competition groups, such date to be determined by FIFA at its discretion.

“**Flight**” means any air travel services provided by MATCH Hospitality or any authorised third party on behalf of MATCH Hospitality to its Customers in connection with the FIFA World Cup Qatar 2022™.

“**Force Majeure Event**” shall mean any event or circumstances which is beyond the control of MATCH Hospitality, FIFA, Q22, the Supreme Committee or another FIFA World Cup™ Authority including but not limited to a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, any epidemic and/or pandemic, act of terrorism, rebellion, strikes, lock-outs or other industrial disputes, acts of governments or other prevailing authorities, or any requirement, whether operational, organisational or other, of any FIFA World Cup™ Authority.

“**Guest**” means any individual invited by the Customer and to whom a Customer provides a Hospitality Package which has been sold to the Customer by MATCH Hospitality.

“**Hospitality Access Pass**” means the pass, badge, wristband or other device issued by MATCH Hospitality which identifies the holder and will seek to entitle the holder (being only the Customer or a Guest) to access Hospitality Facilities.

“**Hospitality Facility**” means any location or facility at the site of a Stadium to which Customers and Guests are admitted, by virtue of the rights afforded by a Hospitality Package, to enjoy the provision of official FIFA World Cup Qatar 2022™ hospitality services and benefits.

“**Hospitality Package**” means any official hospitality package created by MATCH Hospitality comprising a Ticket and certain Match-day hospitality benefits and services to be provided at any Hospitality Facility in connection with the FIFA World Cup Qatar 2022™. Hospitality Packages do not include services or benefits provided other than at a Hospitality Facility, such as (without limitation) ground transportation, air travel or accommodation services.

“**Match**” means any football match comprising one of the sixty-four (64) matches scheduled to comprise the FIFA World Cup Qatar 2022™ football tournament.

“**MH Affiliated Company**” means, in relation to MATCH Hospitality, any entity that directly or indirectly controls, is controlled by, or is under common control with MATCH Hospitality.

“**MATCH Hospitality**” means **MATCH Hospitality AG** incorporated and registered in Switzerland with company number CHE-113.834.127 and whose registered office is at Freigutstrasse 20, 8002 Zurich or any MH Affiliated Company pursuant to Section 17.8.

**“MATCH Hospitality Sales Agent”** means any third party sales agent appointed by MATCH Hospitality to provide certain sales services to MATCH Hospitality in connection with the sale of Hospitality Packages.

**“Order Form”** means the online order form for the purchase of Hospitality Packages on the Webshop.

**“Product Description”** means the description of each Hospitality Package, or series of Hospitality Packages which are the subject of any Confirmation of Purchase.

**“Q22”** means the entity formed by FIFA and the Qatar 2022 Local Organising Committee LLC that is responsible for projects related to the competition delivery, tournament operations and services for the FIFA World Cup Qatar 2022™.

**“Sales Agreement”** means the agreement between MATCH Hospitality and the Customer for the purchase of Hospitality Packages, as more fully described in Section 4.

**“Sales Regulations”** means these regulations governing the sale through the Webshop and use of Hospitality Packages.

**“Seat”** means an individual sitting position within a designated seat block in a Stadium for each Match with a view onto the pitch and which may include Balcony Seats, Category I Seats or Suites.

**“Suite”** means an elevated box or suite which is customarily an enclosed private or collective compartment inside the Stadium, with direct access to guests’ Seats, which are separated from other Seats in the Stadium.

**“Stadium”** means any stadium (including the entire surrounding and adjacent areas which are under the control of FIFA) at which a Match takes place.

**“Stadium Code of Conduct”** means the applicable safety and security measures adopted by FIFA, Q22, the Supreme Committee or any other FIFA World Cup™ Authority which are incorporated into the Ticket Terms of Use.

**“Supreme Committee”** means the Supreme Committee for Delivery and Legacy, being an organisation in Qatar responsible for projects related to the competition delivery and legacy for the FIFA World Cup Qatar 2022™.

**“Team Specific Hospitality Package”** means any Hospitality Package which forms part of a single or a series of Hospitality Packages which are designed to permit the Customer to follow a specific team through the extent of its participation in the final competition of the FIFA World Cup Qatar 2022™.

**“Ticket”** means any physical, digital or other device (in whatever form FIFA may decide) which is issued by FIFA (or a third party authorised by FIFA) and which entitles its holder to access the Stadium on a Match day and to view a Match “live” and in person from a Seat.

**“Ticket Terms of Use”** means the terms and conditions, including the Stadium Code of Conduct, issued by FIFA which apply to the use of any and all Tickets and which are, among others, binding on, and enforceable against, any person purchasing, holding or using a Ticket, including any Ticket forming part of a Hospitality Package.

**Travel Bundle**” means the Customer booking a combination of Hospitality Packages with one or more of the following separate ancillary services:

- (i) Flight; and/or
- (ii) Accommodation;

provided that those separate ancillary services are purchased together from a single visit to the Webshop and are selected by the Customer via the Application Process and before any payment pursuant to Section 6 of these Sales Regulations has been made; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “Travel Bundle” or a similar term.

**“Travel Bundle Sales Regulations”** means the regulations governing the sale of Travel Bundles in respect of the FIFA World Cup Qatar 2022™.

**“UK Customer”** means a Customer who is a resident of the United Kingdom.

**“Webshop”** means the MATCH Hospitality online sales shop for Hospitality Packages under which potential Customers can apply for Hospitality Packages.