

FIFA World Cup Qatar 2022™

SCHEDULED FLIGHT OFFLINE SALES REGULATIONS

These Scheduled Flight Offline Sales Regulations apply between the client (“**You**”) and MATCH Hospitality WLL (“**Us**”), a company incorporated and registered in Doha, Qatar with company registration number 150991 and relate to the booking of any scheduled air travel services provided to customers (including but not limited to all scheduled 24 hour return air shuttle flights for short routes operating between (1) Dubai and Doha and (2) Oman and Doha on either Fly Dubai airline or Oman Air airline for and which will be either date specific or team specific (“**Shuttle Flights**”)) (“**Scheduled Flight(s)**”) in connection with the FIFA World Cup Qatar 2022™ (“**The Event**”).

We act as an interface between You and the various airlines offering the Scheduled Flights. When You make a booking for a Scheduled Flight, You will be entering into a contract with the relevant airline for that Scheduled Flight.

You acknowledge and agree that, by completing and submitting Your signed order for Flights (the “**Order**”) in the form of the purchase order document provided to You (the “**Sales Document**”) and in the manner described in Section 1, You confirm that You have read, understood and accept these Scheduled Flight Offline Sales Regulations and agree to be irrevocably bound to them. The terms and conditions contained in these Scheduled Flight Offline Sales Regulations shall prevail over any other terms that You may seek to incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by Us.

1. BOOKING PROCESS AND CONTACT INFORMATION

- 1.1. **Making the Initial Reservation:** An Order constitutes Your binding offer to Us for the purchase of the Scheduled Flight as identified in such Order on the terms outlined in these Scheduled Flight Offline Sales Regulations. All Orders must be signed by You (or Your authorised representative) and may be accepted or rejected by Us in accordance with Section 1.4. Any Sales Document provided by Us for You to sign and complete will not under any circumstances constitute an offer by Us.
- 1.2. **Delivery of Order:** You are responsible for the delivery of Your Order to Us in a complete, undamaged and unaltered state. Incomplete, damaged or altered Orders may be rejected by Us. We shall not be responsible or liable in any way to You or any third party for Orders which are lost, misplaced, rejected or whose delivery to Us is delayed.
- 1.3. **Authority to Sign:** If any Order is received by Us (whether from any corporate or other legal entity), We shall be entitled to rely on the signature applied to the Order (or where appropriate any other acceptance method recognised by Us) as evidence that the relevant signatory party has full legal authority to sign on Your behalf and that, if appropriate, all relevant approvals have been obtained.

The lead name on the booking will be the person responsible for the booking of the Scheduled Flight (the “**Lead Name**”). The Lead Name shall be responsible for paying the deposit and the full price, for making any amendment and cancellation requests, for paying any additional charges in relation to the booking and for all other matters concerning the booking. The Lead Name must be at least 18 years old at the time of booking.

The Lead Name must ensure and hereby confirms that the details provided for all parties to the booking are full and accurate, that all parties agree to be bound by these Sales Regulations and that the Lead Name has the authority to accept and does accept these Scheduled Flight Offline Sales Regulations on behalf of all persons in the booking. The Lead Name agrees to check all descriptions on the travel documentation received after booking and to inform Us and the airline provider

immediately of any errors or instances where personal details do not correspond with those shown on the passports of those travelling under the booking.

- 1.4. **Confirmation of Purchase:** If We elect to accept an Order, this shall only occur when We issue You with Our written confirmation and acceptance of Your Order (“**Confirmation of Purchase**”) and this is the moment that the contract between You and Us comes into existence and Your right to the Scheduled Flight pursuant to these Scheduled Flight Offline Sales Regulations shall come into effect (“**Confirmed Flights**”). We shall use reasonable endeavours to accept or reject any Order as soon as reasonably possible and notify You accordingly.
- 1.5. **Flight Voucher:** Where We are not in a position to confirm the specific details of Your Scheduled Flight (e.g. specific flight number) We will send with the Confirmation of Purchase, a voucher which shall be the confirmation of Your reservation of the Scheduled Flight with the airline (“**Flight Voucher**”). We will take reasonable steps to try and replace all Flight Vouchers that are lost or stolen; however, We cannot guarantee replacement. In circumstances where We are in a position to replace a Flight Voucher for You, You will be liable for Our reasonable costs incurred in replacing and sending the Flight Voucher to You.
- 1.6. **Data:** The airline may require Us to provide the names and contact details of You and/or Your other passengers in order to verify those who will be using the Scheduled Flight. You acknowledge and agree that You will provide this information to Us on request and that We may use, process and store such data for this purpose and provide it to the airline. You acknowledge Your responsibility to obtain the written consent of each of Your other passengers to use his data for the purpose described above. For more detail regarding the processing of personal data by MATCH Hospitality, please refer to Our Privacy Policy available at <https://hospitality.fifa.com/2022>.
- 1.7. **Use in Conjunction with Officially Purchased Hospitality Packages:** Scheduled Flights are designated solely for the benefit of those visiting Qatar in order to attend matches of the FIFA World Cup Qatar 2022™ using hospitality packages for the Event that have been officially purchased from Us (“**Hospitality Packages**”). We will therefore allocate Scheduled Flights (subject to availability) only where We are satisfied that a commensurate number of Hospitality Packages are being utilised in conjunction with such Scheduled Flights. Scheduled Flights will not be made available without this condition being met to Our satisfaction.
- 1.8. **Onward Sale of Scheduled Flights:** You may not onward sell a confirmed Scheduled Flight under any circumstances. You further acknowledge and agree that Lead Name shall at all times remain the same.
- 1.9. **Flexible Ticket Service:** Following the Confirmation of Purchase and issuance of the Flight Voucher (where appropriate) You may make changes to Your Scheduled Flight Order without any additional costs (“**Flight Change(s)**”) subject to the terms set out in this Section (“**Flexible Ticket Service**”) and the other provisions of Section 1. As the Flexible Ticket Service is Our own service (i.e. You cannot make use of Our Flexible Ticket Service by contacting the airline directly) all Flight Change requests making use of the Flexible Ticket Service must be made via Our customer service (see Our contact details in Section 12).

The Flexible Ticket Service allows flights to be rebooked under the following conditions:

- (a) All Flight Change requests must be made via Our contact details as provided in Section 12 below and:
 - (i) for all Scheduled Flights provided by Qatar Airlines by no less than 90 calendar days before the original time of departure of Your Scheduled Flight; or

- (ii) for all Scheduled Flights provided by other airlines by no less than 140 calendar days before the original time of departure of your Scheduled Flight;

each being a “Cut Off Date”.

- (b) After the expiry of the Cut Off Date, any Flight Change is subject to the airline’s conditions and airline fare rules. Additional fees of the airline may be incurred. We, as intermediary, have no influence thereon. If the desired change leads to a more expensive Scheduled Flight ticket or if the change leads to the passenger no longer having a right to a special price, You must bear such costs Yourself.
 - (c) The Flight Changes are only possible with the same airline (i.e. a flight can only be rebooked to a flight operated by the same airline as the one operating the originally booked Scheduled Flight ticket).
 - (d) The Scheduled Flight segments must be used in the same order in which they were originally booked.
 - (e) A Flight Change which includes rebooking a Scheduled Flight ticket for a so called “stop-over” (i.e. staying in a connection city longer than originally booked) is not permitted.
 - (f) A change of origin and/or destination is not possible, neither for the outbound nor the return flight.
 - (g) We shall use Our reasonable endeavours to facilitate any reasonable Flight Change requests prior to the Cut-Off Date. However, if the desired Flight Change results in any additional costs to Us, We shall pass these additional costs to You and You will bear these additional costs Yourself.
 - (h) The booking is final and non-refundable following expiry of the Cut Off Date. In any event, any right to refund is subject to the airline’s conditions and airline fare rules.
 - (i) If You want to rebook Your Scheduled Flight ticket, You must contact Our customer service by phone and email (as appropriate) during Our ordinary opening hours. Our contact details can be found in Section 12 below.
- 1.10. The Flight Change is only completed once We have confirmed it to You by e-mail. If You do not receive a confirmation, please contact Our customer service.
- 1.11. All Flight Changes using the Flexible Ticket Service are subject to availability. If the desired change results in a more expensive Scheduled Flight ticket, or if the change leads to the passenger no longer being entitled to a special price (e.g. for a small child), You have to bear the additional costs Yourself. We are not responsible for the effects the Flight Change may have on any additional services concluded directly with the airline (such as booking of additional luggage or seat reservations).
- 1.12. Following the expiry of the Cut Off Date You will receive a confirmation email with final details of Your Scheduled Flight including a Scheduled Flight ticket number which shall supersede Your Confirmation of Purchase and where applicable Your Flight Voucher (“**Booking Confirmation**”). This is the point at which a binding contract between You and the relevant airline(s) has been concluded.
- 1.13. During the booking process, You must check all data for accuracy before concluding Your Order. Subsequent change requests may lead to significant additional costs.

- 1.14. We may need to contact You, e.g. in case of subsequent changes to the purchased Scheduled Flight. You must submit accurate contact information including Your telephone number and email address. You must also continuously check if You have received a message from Us.
- 1.15. It is also Your responsibility to ensure that You are able to receive Our messages. We are not responsible if You do not receive a message from Us due to circumstances reasonably outside of Our control including, but not limited to the following: (i) You gave Us an incorrect email address; (ii) Your email settings will not allow Our email to reach You; or (iii) Your email settings treat Our email as spam.

2. MEDIATION OF FLIGHTS

- 2.1 If any material changes are made by the airline that are outside of Our control (e.g. price changes, seat availability or anything else) and this occurs after an Order has been submitted, but before the contract with the airline has become binding (as set out in Section 1.12 above), the Sales Agreement will not enter into force and Your payment will be refunded in full. We may contact You and give You the option to accept the changed price during ordinary opening hours, however no later than 72 hours after We have been made aware of the price change or the first weekday following such 72-hour period.

2.2 Information on booking and transport conditions

- a. Regarding the Scheduled Flights, We exclusively act in Our capacity as an intermediary. The agreement for the performance of the Scheduled Flight comes into effect directly between You and the relevant airline and We do not accept any contractual responsibility related to the performance or non-performance of Your Scheduled Flight. The operating airline is solely responsible for performance / non-performance of Your Scheduled Flight.
- b. Before You conclude the Order pursuant to Section 1.1, the terms and conditions of the relevant airline(s) will be made available to You on the airlines website.
- c. Below, by way of a general overview, We provide information on conditions related to booking and transport typically applied by airlines in such or at least a similar way. However, any deviating provisions of the relevant airline prevail over the general information provided in this Section 2.2.c. Therefore, in each case, please check the applicable terms and conditions of the relevant airline prior to Your Order.

1. Flight times/check in

All flight times specified are local. Next-day arrivals are indicated with a "+1" on the timetable. The stated flight times are preliminary and subject to change on short notice after the Scheduled Flight ticket has been issued; for example, due to restrictions by flight control, the weather, or functional restrictions by the airline. Please keep Yourself informed of the current times well ahead of Your flight.

Please comply with the check-in times stated by the airline. The airlines are entitled to refuse boarding if You are late for check-in. Kindly observe that some airlines encourage check-in through their own website as they may charge a check-in fee when checking in manually at the airport.

2. Combination of individual Scheduled Flight tickets

A combination of two separate one-way Scheduled Flight tickets instead of a roundtrip Scheduled Flight ticket is clearly marked as such during the booking

procedure. The Scheduled Flight tickets are treated independently from one another in the event of cancellation, change, disruption of air traffic such as strikes and changes to flight schedules. Each airline's own regulations will apply.

Scheduled Flight tickets with different booking numbers are always regarded as journeys that are independent of each other.

3. Pregnancy

Some airlines refuse to transport women who are pregnant at the time of the outward or return flight. If You are pregnant You must clarify with the airline and Your doctor whether or not You can commence the journey.

4. Infants and child Scheduled Flight tickets

Please contact the airline to obtain the conditions for traveling with a child who does not need a separate seat. Usually, children above the age of 2 years require a separate seat, while children between the ages of 0 and 2 years travel as infants and will not be allocated a seat of their own. If the infant reaches the age of 2 before the end of the trip, a child Scheduled Flight ticket must be booked for the entire trip. Infant Scheduled Flight tickets cannot be booked before birth, as the correct name and date of birth must match those stated in the passport. We will not reimburse any expenses that arise if the wrong type of Scheduled Flight ticket is booked from the outset.

5. Unaccompanied minors

We do not mediate the booking of any Scheduled Flight tickets for unaccompanied minors. Children under 18 years ("**Minor(s)**") must be booked for a journey in the company of an adult. Some countries and airlines refuse entry to children under 18 years unless accompanied by a legal guardian. Please note that some airlines require children under the age of 18 to bring a birth certificate to travel. It is the sole responsibility of the parent/guardian accompanying the Minor(s) to check with the relevant authority (embassy, consulate etc.) and the airline in respect of all travel documents required for the travelling Minor(s) well in advance of travel. We accept no responsibility for Minors who do not possess the correct travel documents, insurances and/or visas required for their full itinerary in accordance to local laws and regulations.

6. Special Assistance

All requests for special assistance should be made directly to the airline. It is Your responsibility to confirm whether such special assistance requirements can be fulfilled. Some airlines may make a charge for providing special assistance. We will not subsequently be liable to You for any losses You incur if the airline is unable to fulfil Your special assistance requirements.

7. Lost/damaged luggage

Within Our capacity as an intermediary, We accept no liability for lost or damaged luggage. Any problems should be reported immediately to the representative of the airline at the airport.

8. Transit and overnight accommodation

Generally, ground transportation and/or overnight accommodation during Your trip is not included in the Scheduled Flight ticket price. You are personally responsible for checking ground transportation timetables and prices.

9. Connection times between flights

Standard Scheduled Flight tickets for Scheduled Flights booked have approved connection times. The times required for making connections between flights are calculated by the airlines. If a flight segment is delayed and leads to a missed connection, the airlines are obliged to assist You in reaching Your final destination. When separate Scheduled Flight tickets are booked, the airlines bear no responsibility for missed connections resulting from delays. Therefore, it is Your responsibility to ensure that the connection time is sufficient according to the airlines and airports. Any additional costs incurred on account of missed connections will not be reimbursed.

10. Double booking

A double booking means that two or more bookings with the same passenger name have been made with the same airline. If You have a double booking, the airline may cancel the trip(s). We are not responsible for cancellations made by the airlines, nor for denied refunds from airlines, in cases where they suspect a double booking.

3. TIMETABLE CHANGES AND CANCELLATION BY AIRLINES

- 3.1 Your agreement with the applicable airline may allow them to cancel or amend Your bookings. We will notify You of any changes once We are informed of them by the airline.

If You wish to request a change after the Cut Off Date or cancellation refund, as an additional own service, We offer to handle the request on Your behalf if permitted by the conditions of the airline.

- 3.2 The Scheduled Flight times shown in Your Booking Confirmation may change between the date of Your booking and the date You actually travel. We recommend that You stay updated and contact Your airline at least 72 hours before the scheduled departure of the Scheduled Flight to ensure that the Scheduled Flight (and any connecting flights) will depart on schedule. We have no control over airline's schedule changes and accept no responsibility for costs that may arise as a result of such changes.

3.3 Changes and cancellations requested by You

- a. The conditions for changing the Scheduled Flight bookings (including change of passenger name, destination, and date of travel) following the Cut Off Date and for providing cancellation refunds are set by the relevant airline, which is Your contractual partner for providing the Scheduled Flight. We, as the intermediary, have no influence over such conditions.
- b. For change requests after the Cut Off Date, We recommend that You review the airline's terms and conditions and contact the relevant airline directly.

3.4 No-Show or Non-Attendance of the Flight

You hereby authorize Us to cancel the non-used Scheduled Flight on Your behalf in case of no-show or non-attendance of the Scheduled Flight and to request possible refunds from the airline on Your behalf. We are entitled but not obligated to do so and Your right to request refunds directly from the airline remains unaffected.

4 TRAVEL BUNDLES

For the purposes of this Section 4:

“Customer” means any individual or corporate entity duly identified in the Order, who purchases a Travel Bundle.

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

“Accommodation” means any overnight 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™.

“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 location or facility at the site of a stadium to which Customers are admitted in connection with the FIFA World Cup Qatar 2022™ (“Hospitality Facility”). Hospitality Packages do not include services or benefits provided other than at a Hospitality Facility, such as (without limitation) ground transportation, air travel or overnight accommodation services.

“Order” means the Customer’s signed order for Hospitality Packages and Accommodation and/or Scheduled Flights as set out in the purchase order document that has been completed by the Customer (and in the form which is provided by MATCH Hospitality from time to time).

“Reseller” means any Customer authorised by MATCH Hospitality to resell either directly or indirectly any Scheduled Flight and/or any Accommodation either as a standalone component or as a Travel Bundle.

“Travel Bundle” means the Customer booking a combination of:

(a) Hospitality Packages with one or more of the following separate ancillary services:

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

provided that those separate ancillary services are purchased with a single signed Order; 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.

(b) A Customer having already booked a Hospitality Package on standalone basis decides to also book ancillary services (Scheduled Flight and Accommodation) together provided that those ancillary services are purchased with a single signed Order; 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.

4.1 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.

4.2 For the avoidance of doubt the provisions of Section 4.1 shall not apply to any Resellers.

5 INFORMATION ON PASSPORT, VISA AND HEALTH PROVISIONS

5.1 Passport, visa and/or health requirements can change, and You should therefore check with the relevant authority (embassy, consulate etc.) well in advance of travel. It is Your responsibility to be in possession of a valid passport and, if required, a visa. It is important to remember to include all transit points in Your journey which may also require You to obtain a visa. It can often take some time to obtain a visa, so You are advised to apply for any necessary visas well ahead of time. We accept no responsibility for customers who do not possess the correct travel documents, insurances and/or visas required for their full itinerary in accordance to local laws and regulations.

5.2 Each destination, including any possible stop over or transit destinations, has its own requirements as far as entry formalities, vaccinations (including but not limited to Covid 19 vaccinations), insurances etc. which can also vary depending on the passenger's nationality. It is Your responsibility to collect that information. No incidents arising from the failure to comply with such official regulations will be considered Our responsibility. We therefore urge You to always verify the different formalities of the chosen destination or transit countries, as well as the time needed to take all of the related steps.

6 OUR OWN SERVICES

6.1 Scheduled Flight Assistance

6.1.1 With the exception of the exclusions below, We shall use Our reasonable endeavours to assist You and act as an intermediary between You and the airline ("**Scheduled Flight Assistance**") in the following cases (each a "**Change**"):

6.1.1.1 in case any of Your flight(s) are rescheduled, delayed or cancelled by the respective airline causing You to miss the flight(s) to Your destination;

6.1.1.2 if You miss a connecting flight due to baggage delays or losses outside Your reasonable control; and

6.1.1.3 if You miss a connecting flight because of customs- or immigration processes outside Your reasonable control.

6.1.2 Our Scheduled Flight Assistance does not apply:

6.1.2.1 if the Change only affects flight(s) within the same Scheduled Flight ticket (issued as one e-ticket/PNR). The airline providing the flight(s) is responsible for any issues and for managing the Scheduled Flight Changes (You may contact the applicable airline directly for assistance and/or questions);

6.1.2.2 if the Change is due to force majeure situations, meaning circumstances outside the airline's reasonable control such as (without limitation) political instability, pandemic and/or epidemic, extreme weather conditions, security risks, strikes, major limitation of airport operation and/or airline bankruptcy/insolvency;

- 6.1.2.3 for any action (or lack of action) which is reasonably within Your control, including for example if You miss a flight because (i) You don't have an appropriate visa, travel documents or any other documentation required for Your travel; or (ii) You breach any airline rules and restrictions; or
- 6.1.2.4 if You travel with a checked baggage despite booking a self-transfer trip marked with "no checked bag", i.e. a self-transfer trip with a short connection time; or
- 6.1.2.5 if You have made changes to Your Booking Confirmation without Our previous approval.

6.1.3 Inform Us without undue delay.

If You want to use Our Scheduled Flight Assistance You must inform Us without undue delay by telephone after You are aware of a Change. You have to contact Our customer service by phone during Our ordinary opening hours. You will find Our contact details in Section 12 below. Should You not inform Us without undue delay, You will not be entitled to use Our Scheduled Flight Assistance.

6.1.4 After We have been informed about the Change, We will work with the airline on one of the following options (to the extent We are able to) ("**Alternative Options**"):

- a) alternative flight(s) to Your final destination (the exact flight(s) offered by the airline will be communicated to You);
- b) a refund of the price You paid for the unused flight(s) at the time of Your Order; or
- c) flight(s) for returning to the airport of Your departure (the exact flight(s) offered by the airline will be communicated to You).

In case the airline cannot offer You reasonable flight(s) to Your final destination they may refer You to alternative airports.

Each of the Alternative Options shall be subject to the terms and conditions of the relevant airline(s).

7 INSURANCE

You are responsible for (and We strongly recommend You do so) arranging and obtaining Your own travel insurance (including cancellation insurance) in respect of all issues arising out of these Scheduled Flight Offline Sales Regulations including in particular Section 13.4 below. We cannot be responsible for any losses incurred by You arising from a Force Majeure event to the extent We are unable to recover such monies as set out at Section 14.14.

8 THIRD PARTY SERVICE PROVIDER

We may appoint a third-party service provider to assist in the identification of Scheduled Flights and in concluding Orders for the Scheduled Flights ("**Third-Party Service Provider**"). You acknowledge and agree that no Third-Party Service Provider has the power or authority to formally accept or commit Us to any sale of any Scheduled Flights (whether on its own account or on Our

behalf), to make any representations, commitments, promises, guarantees, warranties or undertakings on Our behalf and/or the airline, or to bind Us and/or airline in any way.

9 CHARGES AND PAYMENT

9.1 Payment

9.1.1 In order for Us to be able to process Your payment, You need to ensure that there are sufficient funds available. In the event of any problem arising related to the processing of Your payment, We will retry the processing of Your payment in cooperation with our payment service provider(s). Should this not result in a fulfilled withdrawal of funds from You, We will contact You as soon as possible for instructions on other means of payment. Should We not receive Your payment after such further instructions, Your outstanding payment will be referred to a debt collection company.

9.1.2 **The Order Total and Payment Currency:** Subject to any cancellations in accordance with these Scheduled Flights Sales Regulations, You agree to be invoiced in US Dollars “USD” and to pay in USD for the total amount set out in the Confirmation of Purchase (“Order Total”) and as invoiced by Us and payable by You in USD in accordance with these Scheduled Flight Sales Regulations. We acknowledge that (subject to Section 9.1.6.) this amount shall include all applicable taxes, duties, levies and charges at the prevailing rate.

9.1.3 **Incidental Charges:** The Order Total does not cover, and We shall not under any circumstances be responsible for, any incidental charges incurred by or on behalf of the person(s) using the Scheduled Flights, including but not limited to luggage, food and beverage (unless expressly included) and all corresponding service charges and taxes. You or Your other passengers may therefore be required by the relevant airline to guarantee payment of incidental charges with a major credit card or cash deposit.

9.1.4 **Payment Schedule:** You agree to pay as follows (in USD in accordance with these Scheduled Flight Sales Regulations) for all confirmed Scheduled Flights as set out in the Confirmation of Purchase (plus any further charges following any requested amendments to your Order pursuant to the terms of these Scheduled Flight Sales Regulations) (the “Total”):

- a. When the Confirmation of Purchase is issued between 01 May 2021 and 31 December 2021, payment will be due and payable in three (3) instalments:
 1. thirty percent (30%) being due and payable within 15 days from issue of the Confirmation of Purchase;
 2. a further thirty percent (30%) being due and payable on or before 31 January 2022; and
 3. a further forty percent (40%) being due and payable on or before 01 July 2022.
- b. When the Confirmation of Purchase is issued between 01 January 2022 and 30 June 2022, payment will be due and payable in two (2) instalments:

1. sixty percent (60%) being due and payable within 15 days from issue of the Confirmation of Purchase; and
 2. a further forty percent (40%) being due and payable on or before 01 July 2022.
- c. When the Confirmation of Purchase is issued after 01 July 2022, You shall pay the Total in full in one (1) instalment by no later than 01 August 2022 or immediately upon receipt of invoice.
- 9.1.5 Payments must be received in full in the currency identified in the Order and Confirmation of Purchase, unless otherwise agreed in writing by the parties.
- 9.1.6 Any and all bank or wire payment, currency conversion, currency exchange control, credit card charge (incurred by You as a result of the payment with a payment card) or other charges incurred in connection with any payment obligation outlined in this Section 9 will be Your sole responsibility of and be borne and payable by You in addition to the price of the Scheduled Flight.
- 9.1.7 You may (at Our sole discretion) be given the option to pay in full for Your Scheduled Flight in one instalment as an alternative to the payment instalments specified at Section 9.1.4. In such circumstances, We will issue a single invoice for the full amount due in accordance with the Confirmation of Purchase and such payment shall be made within fifteen days of the date of invoice.
- 9.1.8 If You cancel a confirmed Scheduled Flight after We send You a Confirmation of Purchase in accordance with Section 1.4 above but prior to the Cut-Off Date only, You shall have the opportunity to receive a refund from Us of eighty percent (80%) of the Total conditional on Us being able to re-sell the confirmed Scheduled Flight in question.
- 9.1.9 With regards to cancellation of any Hospitality Package which forms part of a single or a series of Hospitality Packages which are designed to permit a customer to follow a specific team through the extent of its participation in the final competition of the Event ("**Team Specific Hospitality Package(s)**") and where the team which is identified as the subject of the relevant Team Specific Hospitality Package(s) fails to qualify for the final competition of the Event ("**Non-Participating Team**"):
- 9.1.9.1 You may cancel a confirmed Scheduled Flight which was purchased for the benefit of either You or any of Your other passengers visiting Qatar in order to attend matches of the Event using the Team Specific Hospitality Package(s) ("**Team Specific Flight**") and which is subject to a Non-Participating Team ("**Team Specific Cancellation**").
 - 9.1.9.2 For any Team Specific Cancellation prior to the Cut-Off Date only, You shall have the opportunity to receive a full refund from Us of the Total. However, to cover legitimate administrative costs which may be incurred by Us or any of our sales agents, We reserve the right to deduct from any such refund an administrative charge of:
 - (a) US Dollars 50 per Team Specific Flight where the Team Specific Flight is a Shuttle Flight as indicated in the Order; and
 - (b) for any other Team Specific Flight, US Dollars 150 per Team

Specific Flight as indicated in the Order.

9.1.10 No interest shall be payable in relation to any refunds payable to You pursuant to these Scheduled Flight Offline Sales Regulations. Refunds payable in connection with Section 9.1.8 and 9.1.9 above shall be made no later than thirty (30) days after the date on which it was requested.

9.2 If any monies which are due and payable pursuant to Section 9 are not received by Us in full by the applicable due dates specified above, We may upon giving notice to You, in addition to all other rights and remedies available to it at law:

- (i) terminate the entire Order in a unilateral and extrajudicial manner by way of refusal to perform;
- (ii) terminate the Sales Document in respect of a certain number of specified Scheduled Flights only in a unilateral and extrajudicial manner by way of refusal to perform.;
- (iii) immediately and without further notice make available for sale to third parties each Scheduled Flight which is the subject of any termination;
- (iv) retain, as a non-refundable deposit, any amounts paid by You as at the date of such termination;
- (v) charge You 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 Our obligations under these Scheduled Flight Sales Regulations in a unilateral and extrajudicial manner by way of refusal to perform; and/or
- (vii) claim for all further losses and costs suffered by Us as a result of non-payment and/or late payment.

We retain the right to claim damages which are in excess of the amounts specified above.

10. CLAIMS

10.1 Subject to Section 4 (above) above, if You book any other associated services from Us (including but not limited to accommodation or any Hospitality Packages) ("**Associated Service(s)**") You acknowledge and agree that the terms and conditions applicable to these Associated services may differ from those applicable to the Scheduled Flight tickets and each Associated Service will be governed by its own set of terms and conditions. Therefore, each Associated Service will be treated as an independent purchase that We cannot manage as one - neither during the pre-sale phase nor during the post-sale phase.

10.2 You acknowledge and agree that neither the Fédération Internationale de Football Association ("**FIFA**") nor any of its affiliated entities, officers, directors, employees, agents nor contractors shall be deemed giving or assuming, whether directly or indirectly, any warranty, representation, and/or undertaking under, or in connection with, these Scheduled Flight Offline Sales Regulations. FIFA, its affiliated entities, officers, directors, employees, agents or contractors shall, therefore, by no means, be held liable or bear any financial or other responsibility under, or in connection with, these Scheduled Flight Sales Regulations including but not limited to any liable for any loss, costs, expenses, fines, liabilities, direct or indirect damage, including any extrinsic, special, penal, punitive, exemplary or consequential damage or damages of any kind whatsoever including any direct, indirect or consequential losses relating to any Associated Service(s).

10.3 **Claims relating to performance of Scheduled Flight Services**

Any problem, remark or claim relating to actual performance of the Scheduled Flight must be addressed directly to the relevant airline with whom You hold the contract for the relevant Scheduled Flight.

10.4 **Complaints relating to Our own services**

Complaints relating to Our own services are handled solely in writing and are to be submitted within two months after the end date of Your trip.

Email address: 2022.customerservice@match-hospitality.com

11. CUSTOMER RIGHTS PURSUANT TO EU REGULATION

11.1 Cancelled or delayed flights

If You are travelling into or out of the EU, or on an EU carrier, You may have the right to demand reimbursement for costs which You can assert directly against the relevant airline in the event that Your flight is cancelled, delayed or You are denied boarding. For more information about EC Regulation 261/2004, please click [here](#).

11.2 Carrier liability

The EC-Regulation (889/2002) on air carrier liability in the event of accidents. Regulation can be found [here](#).

12. NOTICES

12.1 All notices, demands, requests or other communications shall be in writing and shall be sent via registered mail or transmitted by hand delivery, e-mail or fax to the address or details chosen by each party as follows:

12.2 If intended for Us:

MATCH Hospitality WLL
Tornado Tower Building No. 17, 20th Floor,
Street 810-Majlis Al Taawon St, Zone 60,
West Bay, Doha, Qatar

E-Mail Address: 2022.customerservice@match-hospitality.com

Telephone: +44 (0)870 7582 010

Or to such other address as may be designated by Us in writing to You.

12.3 If intended for You, at the address provided by You and given on Your Order or to such other address as may be designated by You in writing to Us.

Such notices demands or other communications shall be deemed given within five (5) days of posting and upon the date of faxing, email or hand delivery unless the contrary can be proved. In the case of transmission by fax, confirmation of the transmission must be made by mailing

the original notice demand or communication not later than the business day following the transmission.

13. LIABILITY

- 13.1 You accept that We act as an intermediary between You and the airline. We will under no circumstances be held liable with respect to Scheduled Flights You have booked with one or more airlines and We do not accept any liability for any inaccuracies in the information which have been provided by the respective airline.
- 13.2 Our liability to You: In order to supply the Scheduled Flight under these Scheduled Flight Offline Sales Regulations, We have contracted with third party suppliers which We will take reasonable care and skill to ensure are reputable. Our role after that point is to secure Your booking with the airline and although We will try to resolve matters where the airline has not complied with any of its obligations, We emphasise that We do not have control over or responsibility for the actual services provided to You by the airline or for the actions of it or its employees.
- 13.3 We do, however, accept liability where We or Our staff, have not properly performed Our contracted obligations except where such failure / improper performance arose:
- a. due to the acts and / or omissions of the person(s) affected;
 - b. due to acts and / or omissions of a person unconnected with the provision of Your contracted services and in circumstances beyond Our control;
 - c. due to any event which was beyond Our control and which We or the supplier of the service could not have forestalled or foreseen even with all due care.
- 13.4 Therefore, We shall not be liable for any loss, costs, expenses, fines, liabilities, direct or indirect damage, including any extrinsic, special, penal, punitive, exemplary or consequential damage or damages of any kind whatsoever ("**Damage**") or howsoever caused in connection with Your use of the Scheduled Flight even if they are caused by Our negligence (other than wilful misconduct or gross negligence), unless We are in breach of a material contractual duty. We shall not be liable in the event of gross negligence of the airline as Our suppliers unless there is a breach of a material contractual duty under these Scheduled Flight Offline Sales Regulations and the Confirmation of Purchase. For the avoidance of doubt, if We are found liable for any loss or damage under these Scheduled Flight Offline Sales Regulation, then We shall only be liable to You for direct losses relating to these Scheduled Flight Offline Sales Regulations only and which shall exclude any direct, indirect or consequential losses relating to any Associated Services.
- 13.5 We shall (other than arising from Our wilful misconduct or gross negligence) not be liable for any Damages that are untypical and unforeseeable under these Scheduled Flight Offline Sales Regulations and the Confirmation of Purchase.
- 13.6 An inherent risk of exposure to Covid-19 exists in any public place where people are present, including airline 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 airport, aircraft or any other airline establishment, You confirm that You and each of Your other passengers voluntarily assume all risks related to exposure to Covid-19. You further acknowledge and accept that You and each of Your other passengers will follow any and all rules and/or protocols that may be implemented 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 You or Your other passengers to a refund or any other form of compensation.

- 13.7 Your liability to Us: Although We arrange Your reservation with the airline, We cannot be held responsible for the acts and omissions of You, any of Your other passengers (including but not limited to any of the Flight Voucher holders who use the Schedule Flight). In the event of any claim, cost or expense arising against Us in respect of any such act or omission including any claim initiated against Us by any of Your other passengers who use the Scheduled Flight, You confirm that You will fully indemnify Us and bear the responsibility for this, either by settling and paying for such claims, fines, costs or expenses or, if You dispute any such claim, fine, cost or expense, that You will be responsible for the costs arising in defending such a claim including Our own reasonable costs (if any).
- 13.8 Should an airline be unable to provide the Scheduled Flight for any reason, including without limitation due to extraordinary events or circumstances beyond the control of the airline (force majeure) or where an airline declares for bankruptcy, We can only act as an intermediary and refund payments where We have already received such from the applicable airline.
- 13.9 With regard to Our own services, We are liable for damages subject to the limitations set out in these Scheduled Flight Offline Sales Regulations and to the extent permitted by law. We shall only be liable for direct damages actually suffered, paid or incurred by You due to an attributable shortcoming of Our obligations in respect to Our own services, up to an aggregate amount of the cost of Your Order (whether for one event or a series of connected events). If, due to reasons of extraordinary events or circumstances beyond Our control (force majeure), there are deficiencies with reservations, confirmations and/or execution of any bookings or services, We are exempt from any derived legal responsibilities arising from such deficiencies or non-compliances related to the effect of force majeure.
- 13.10 The limitation of liability set out in Section 14.9 above also applies to breaches of duty by persons for the fault of whom We are responsible according to statutory provisions and Our Third-Party Service Providers.

14 MISCELLANEOUS

- 14.1 **Warranty:** Except to the extent otherwise expressly provided for in this Section 14, and to the extent permissible by law, We provide no warranties, whether express, tacit or implied, arising by operation of law or otherwise, in respect of any of the services provided to You. We specifically disclaim any implied warranties of fitness for a particular purpose or merchantability. Your primary rights in the event the airline services are not performed properly in accordance with these Scheduled Flight Offline Sales Regulations and the Confirmation of Purchase, shall be Our assigning of Our warranty claims, if any, against the respective airline to You. In any case the warranty shall be limited to the airline services being in accordance with the specification given by Us.
- 14.2 **Amendments:** To the extent permitted by applicable law We reserve the right to amend these Scheduled Flight Offline Sales Regulations from time to time in order to ensure compliance with applicable laws or any requirements of FIFA or the airline and will give You notice of any such amendments by e-mail. You may not amend or alter these Scheduled Flight Offline Sales Regulations without Our prior written agreement.

- 14.3 **Term and Termination:** These Scheduled Flight Offline Sales Regulations shall apply to all transactions between Us. You may terminate these Scheduled Flight Offline Sales Regulations by notice in writing in the event that We commit any serious breach of its material terms and fail to remedy such breach within five (5) business days. We shall be entitled to terminate these Scheduled Flight Offline Sales Regulations and/or recall any or all confirmed Schedule Flights by notice in writing to You and to apply any applicable cancellation fees if: (a) You commit an irremediable breach, or a remediable breach and fail to remedy it within fifteen (15) days of receipt of notice of said breach requiring remedy of same; (b) You make any voluntary surrender or arrangement with Your creditors or become subject to an administrative order or (being an individual or firm) are sequestered or become bankrupt or (being a company) go into provisional or final liquidation or placed under judicial management (otherwise than for the purpose of solvent amalgamation or reconstruction) or are placed under any other similar or replacement regime covered from time to time by Swiss insolvency law or cease or threaten to cease to carry on business or an encumbrancer takes possession or a receiver is appointed to any of Your property or assets or if We reasonably apprehend that any such event is about to occur and notify You accordingly.
- 14.4 **Waiver:** None of these Scheduled Flight Offline Sales Regulations may be waived except with the express written consent of the party or parties who is going to be bound by the waiver. Neither Your rights nor Our rights under these Scheduled Flight Offline Sales Regulations will be deemed to have been waived by any act or conduct on either Your or Our part, or by any neglect to exercise or enforce such right or power or by any delay in doing so. The rights and powers that are given to either of Us under these Scheduled Flight Offline Sales Regulations shall continue to apply unless and until the person who is going to be bound by a waiver has specifically waived or released such powers in writing and signed in confirmation thereof. No waiver shall operate as a waiver of any other default or of the same default on a future occasion.
- 14.5 **Assignment:** The Scheduled Flight Sales Offline Regulations that apply on each Confirmation of Purchase are personal to You and You may not assign, transfer, subcontract or otherwise part with any benefits or obligations without Our prior written consent, nor may You assign or transfer the right to use any of the confirmed Scheduled Flights without Our prior written consent and unless such confirmed Scheduled Flights are to be used in conjunction with officially purchased Hospitality Packages for the FIFA World Cup Qatar 2022™. Please note that if You do allow someone else to use the confirmed Scheduled Flight in accordance with this Section 14.5 then You agree to ensure that these Scheduled Flight Offline Sales Regulations will apply to that person also. We may assign these Scheduled Flight Offline Sales Regulations together with all respective rights and obligations hereunder to any of Our subsidiary or associated companies and in the event We do so will notify You in writing, and the Scheduled Flight Offline Sales Regulations will be governed by, and interpreted in accordance with, the substantive laws of the jurisdiction in which such subsidiary or associated company is located and any disputes arising out of or in connection with the Scheduled Flight Offline Sales Regulations shall be resolved in accordance with the equivalent rules of arbitration that apply in such jurisdiction.
- 14.6 **Independent Contractors:** For the avoidance of any doubt, You and Ourselves shall each be and remain independent contractors with respect to each other and with respect to all rights obtained and services performed. Nothing herein shall be construed to:
- a. Constitute You and Ourselves as partners, joint ventures or co-owners;
 - b. Constitute You or Us as the agent, employee or representative of the other; or

- c. Empower You or Us to act for, bind or otherwise create or assume any obligations on behalf of the other.
- 14.7 **Severability:** If any provision or portion of any provision is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provisions shall not be affected by this.
- 14.8 **Binding Agreement:** Both You and Us intend to rely upon the written terms set out here in these Scheduled Flight Offline Sales Regulations and in the Confirmation of Purchase. If either party requires any changes which are agreed by the other, both parties should make sure to ask that these be put in writing. BOTH PARTIES ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING DOCUMENT. BEFORE AGREEING TO THE SALES DOCUMENT YOU SHOULD READ IT CAREFULLY AND ENSURE THAT IT CONTAINS EVERYTHING YOU WANT AND NOTHING YOU ARE NOT PREPARED TO AGREE TO.
- 14.9 The contents of these Scheduled Flight Offline Sales Regulations and related documents may be translated for Your convenience. Should there be any discrepancies between the translated version of the documents and the original English version, You and Your other passengers acknowledge and agree that the contents of the original English version shall prevail.
- 14.10 **Headings:** Section and subsection headings are for ease of reference only and shall not constitute a part of these Scheduled Flight Offline Sales Regulations nor be given any substantive effect.
- 14.11 **Resolution of Complaints:** If You encounter a problem in relation to the services being supplied You should immediately inform the airline and also Our own representative who will do what they can to resolve matters to Your satisfaction. If the difficulty is not resolved at the time to Your satisfaction You must ensure that You contact Us in writing no later than within two (2) months after Your return at the address provided to You in Section 12 above. If You fail to advise Us and/or any Third-Party Service Provider and/or the supplier promptly about such difficulties this may affect Our ability to properly look into and resolve this matter for You.
- 14.12 Subject to Section 14.5, these Scheduled Flight Offline Sales Regulations shall be governed and interpreted in accordance with the Law of the State of Qatar. The parties shall endeavor in good faith to resolve any dispute arising from, and/or in connection with these Scheduled Flight Offline Sales Regulations by way of good faith discussion and negotiation. If the parties do not resolve any such dispute within thirty (30) days from the date on which negotiations are initiated, the dispute shall, to the extent permitted by applicable law and to the exclusion of the courts, be exclusively referred to, and finally resolved by, an arbitral tribunal in accordance with the Qatar Arbitration Law No (2) of 2017. The seat of the arbitration shall be Doha, Qatar. The language of the proceedings shall be English. For the avoidance of doubt, any determination by the arbitral tribunal shall be final and binding on the parties.
- 14.13 **Governing Law:** Your Confirmation of Purchase and these Scheduled Flight Offline Sales Regulations shall (subject to Section 14.5) be governed by, construed, interpreted, applied and enforced in accordance with, the Law of the State of Qatar (without giving effect to principles of conflict of law thereof) and the place of performance for the services provided under these Scheduled Flight Offline Sales Regulations shall be Doha, Qatar.
- 14.14 **Force Majeure:** The performance of these Scheduled Flight Offline Sales Regulations by either party is subject to acts of God, epidemic, pandemic, war, government action or decree, disaster, strikes (other than strikes by Our staff), riot or civil disorder, acts of terrorism,

curtailment of transportation facilities (to the extent such curtailment was beyond Our reasonable control), inclement weather, the rescheduling or cancellation of the Event, its being held “behind closed doors”, or its being relocated to another venue or any other emergencies beyond the affected party’s control making it illegal or impossible to perform its obligations under these Scheduled Flight Sales Regulations. If performance of these Scheduled Flight Offline Sales Regulations is not possible by reason of Force Majeure, neither party shall be deemed to be in breach of the terms of these Scheduled Flight Offline Sales Regulations and neither party shall then be obligated in any manner to the other with respect to such performance. Compensation will not be payable by either. To the extent We recover monies from the airline We will refund such monies to You and We will use Our reasonable efforts to obtain such recovery.

14.15 No Commercial Use of Transaction; Commercial Identification Prohibition: MATCH Hospitality has no right to grant, and You shall not use commercial identification rights of any kind relating to the FIFA World Cup Qatar 2022™ or the services described therein. All such commercial identification rights must be granted by FIFA.

14.15.1 You expressly acknowledge and agree that, other than as permitted by the Sales Agreement, We do not grant the right to, or permit You or Your other passenger using the Scheduled Flight 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 or any other affiliated body or event.

14.15.2 You shall not and shall ensure that Your other passengers using the Scheduled Flight shall not, hold itself out as a sponsor of, or otherwise associate itself or its name 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 or any other affiliated body or event.