

FIFA World Cup Qatar 2022™
WEBSHOP ACCOMMODATION SALES REGULATIONS

These Accommodation Sales Regulations apply between the Customer and MATCH Hospitality and relate to the booking of overnight lodging hotel rooms and cruise ship cabins (“**Sleeping Rooms**”) through the Webshop in connection with the FIFA World Cup Qatar 2022™ (“**The Event**”).

The 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 accepted these Accommodation Sales Regulations and agrees to be irrevocably bound to them. The terms and conditions contained in these Accommodation Sales Regulations shall prevail over any other terms that the Customer may seek to incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by MATCH Hospitality.

1. RESERVING AND BOOKING THE SLEEPING ROOM(S)

- 1.1. 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.
- 1.2. Completion of the Application Process does not guarantee the availability of the Sleeping Rooms 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 Sleeping Rooms for which the Customer has applied (the Client Rooms) 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.
- 1.3. If MATCH Hospitality elects to accept the Customer's offer to purchase the Client Rooms, 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 Client Rooms 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.
- 1.4. Within 7 days of the date of MATCH Hospitality issuing its Confirmation of Purchase to the Customer, MATCH Hospitality may terminate and cancel the Order for any Confirmed Rooms, for any reason, on written notice to the Customer and refund to the Customer all sums paid by the Customer under the terms of these Accommodation Sales Regulations.
- 1.5. **Use In Conjunction With Officially Purchased Hospitality Packages:** Client Rooms 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 MATCH Hospitality. MATCH Hospitality will therefore allocate Client Rooms (subject to availability) only where MATCH Hospitality is satisfied that a commensurate number of Hospitality Packages are being utilised in conjunction with such Client Rooms. Client Rooms will not be made available without this condition being met to MATCH Hospitality's satisfaction.
- 1.6. 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.
- 1.7. 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.

1.8. 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.

1.9. 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 1.8.

1.10. **Minimum Stay Requirements:** Client Rooms booked for the Event may be subject to a certain minimum number of nights required to be booked ("**Minimum Stay Requirement**") as well as a certain maximum number of nights that may be booked ("**Maximum Permissible Stay**"), details of which will be set out in the Application Process.

1.11. **Adult Guests for Confirmed Rooms:** Each Confirmed Room must include at least one adult guest of eighteen (18) years old over. It is not permitted for a Confirmed Room to comprise minors under the age of eighteen (18) without the inclusion of an adult.

2. **PAYING FOR THE SLEEPING ROOM(S)**

2.1. 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.

2.2. 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 Confirmed Rooms (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.

2.3. Should a Customer opt to pay for their Confirmed Rooms in instalments, the Price of the Confirmed Rooms which is subject to these Accommodation Sales Regulations will be due and payable in accordance with Section 2.10 and in accordance with the dates set out therein.

2.4. The misuse of an Accepted Card or use without authorization 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.

2.5. 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. For more detail regarding the processing of personal data by MATCH Hospitality, please refer to MATCH Hospitality's Privacy Policy available at www.match-hospitality.com.

- 2.6. The Customer agrees to be invoiced in US Dollars “USD” and to pay in USD for the total amount set out in the Confirmation of Purchase and as payable by the Customer in USD in accordance with these Accommodation Sales Regulations. MATCH Hospitality acknowledge that (subject to Section 2.10.f) this amount shall include all applicable taxes, duties, levies and charges at the prevailing rate.
- 2.7. **Incidental Charges:** The total amount set out in the Confirmation of Purchase does not cover, and MATCH Hospitality shall not under any circumstances be responsible for, any incidental charges incurred by or on behalf of the person(s) using the Confirmed Rooms, including but not limited to room service, food and beverage (unless expressly included), laundry services, telephone calls and all corresponding service charges and taxes. The Customer or the Customer's guests may therefore be required by the accommodation provider (“**Accommodation Provider**”) upon check-in (arrival) to guarantee payment of incidental charges with a major credit card or cash deposit.
- 2.8. **Non-Accommodation Items ('NAI')**: where a service or services other than the provision of Sleeping Rooms Services (including but not limited to food and beverage, laundry services, telephone calls and equipment rental) is reserved by the Customer from MATCH Hospitality, such service is subject to terms and conditions to be defined separately.
- 2.9. **MATCH Hospitality Additional Accommodation Services:** MATCH Hospitality Additional Services comprise certain services and benefits which MATCH Hospitality **and not the Accommodation Provider** provide and which prices form part of the total amount set out in the Confirmation of Purchase. The MATCH Hospitality Additional Accommodation Services include:
- (i) **24 hours / 7 days Support Number** – Clients are provided with a MATCH Hospitality 2022 contact number which can be contacted 24 hours a day and 7 days a week throughout the tournament period. Any issues with the provision of the Customer's accommodation can be reported at the Customer's earliest convenience in order for MATCH Hospitality to assist in the problem's resolution.
 - (ii) **Emergency Ground Support** – in emergency situations, MATCH Hospitality's staff can be deployed to certain designated accommodation establishments to assist and co-ordinate resolution of issues.
 - (iii) **Online Support Services** – all clients have access to MATCH Hospitality's online website for the purchase of inventory, and additional group sales customers (on request) are provided with access to MATCH Hospitality's client portal to assist in the management and the fulfilment of their accommodation purchases. Please contact MATCH Hospitality's Sales Team for more details.
- 2.10. **Payment Schedule:** the Customer agrees to pay as follows (in USD in accordance with these Accommodation Sales Regulations) for all Confirmed Rooms (the “**Total**”):
- a. Should a Customer opt to pay for their Confirmed Rooms in instalments, the Price of each Confirmed Room which is subject to these Accommodation Sales Regulations concluded on the following dates will be due and payable as follows:
 - i. When the Confirmation of Purchase is issued on or before 30 April 2021, payment will be due and payable in four (4) instalments:
 - 1. ten percent (10%) being due and payable immediately during the online checkout;

2. a further twenty percent (20%) being due and payable on or before 01 June 2021;
 3. a further thirty percent (30%) being due and payable on or before 31 January 2022; and
 4. a further forty percent (40%) being due and payable on or before 01 July 2022.
- ii. 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 immediately during the online checkout;
 2. thirty percent (30%) being due and payable on or before 31 January 2022; and
 3. forty percent (40%) being due and payable on or before 01 July 2022.
 - iii. 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 immediately during the online checkout; and
 2. forty percent (40%) being due and payable on or before 01 July 2022.
 - iv. When the Confirmation of Purchase is issued after 01 July 2022, the Customer shall pay the Total in full in one (1) instalment by no later than 01 August 2022 or immediately upon receipt of invoice.
- b. Any and all bank or wire payments, currency conversion, currency exchange control, credit card charges or other charges incurred in connection with any payment obligation outlined in the Accommodation Sales Regulations will be the sole responsibility of, and be borne and payable by the Customer in addition to the price of the Confirmed Rooms.
 - c. MATCH Hospitality reserves the right to include adjustments to the Total caused by changes in the applicable VAT or tax rates, duties or charges from those prevailing at the time of the Confirmation of Purchase and which may be charged retrospectively.
- 2.11. **Late Payment:** If full payment of any amount due to MATCH Hospitality under this or any other Confirmation of Purchase has not been received in full by the due date and MATCH Hospitality have not received payment from the Customer after serving notice to the Customer requesting such payment, MATCH Hospitality shall be entitled to:
- i) Charge the Customer interest on all amounts outstanding at five percent (5%) above the 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 ("**Late Payment Fee**").
 - ii) partially terminate or suspend any of MATCH Hospitality's obligations under the Confirmation of Purchase and/or these Accommodation Sales Regulations,
 - iii) claim for all further losses, damages and costs suffered by MATCH Hospitality as a result of non-payment and/or late payment; and
 - iv) Apply MATCH Hospitality's termination rights pursuant to Section 5.7 below.

2.12. **Fulfilment:**

- a. MATCH Hospitality shall, unless MATCH Hospitality otherwise inform the Customer, provide the Customer with vouchers or e-vouchers ("**Vouchers**") that specify the details of the Confirmed Rooms and provide evidence of the Customer's reservation with the Accommodation Provider and which the Customer or the guest using the Confirmed Room must present to the Accommodation Provider upon check-in. MATCH Hospitality will take reasonable steps to try and replace all Vouchers that are lost or stolen, however, MATCH Hospitality cannot guarantee replacement if MATCH Hospitality only receive notice from the Customer of the loss of the Voucher within the fourteen (14) days' period before the date of the Confirmed Room. In circumstances where MATCH Hospitality are in a position to replace a Voucher for the Customer, the Customer will be liable for MATCH Hospitality's reasonable costs incurred in replacing and sending the Voucher to the Customer.
- b. The Customer will be required to provide MATCH Hospitality on a timely basis with names, dates and other necessary details of the Customer or the guest using the Confirmed Room in order for MATCH Hospitality to produce, maintain and deliver to the hotel, an accurate and complete rooming list.

2.13. **Data:** The Accommodation Provider will require MATCH Hospitality to provide all guest details including First name, Surname, Nationality, Date of Birth, Place of Birth, Gender, emergency contact name and phone number, dining requirements and special needs (if any), number and type of identity document, place and date of issue of identity document, renewal and expiry date of the identity document and any other relevant data and contact details of the Customer and/or the Customer's guests in order to verify those who will be using the Confirmed Rooms. The Customer acknowledges and agree that the Customer will provide this information to MATCH Hospitality on request and that MATCH Hospitality may use, process and store such data for this purpose and provide it to the Accommodation Provider. Each identity document submitted must be a valid, personal identity document as determined by us. The Customer acknowledges its responsibility to obtain the written consent of each of its guests to use his data for the purpose described above. For more detail regarding the processing of personal data by MATCH Hospitality, please refer to MATCH Hospitality's Privacy Policy available at www.match-hospitality.com. Provided the sale of Confirmed Rooms is completed prior to 12 September 2022, all guest data must be provided to the us in the required format, no later than 19 September 2022. For any sale of Confirmed Rooms completed after 19 September 2022, all guest data must be provided during the booking process or immediately upon request. Any failure to provide the data by the required date, or for it to be provided incorrect or incomplete, may jeopardise the guest booking. We accept no responsibility should the Customer not provide the data as requested.

3. **CANCELLING CONFIRMED ROOM(S)**

- 3.1. 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 the cancellation of any Order for any Confirmed Rooms in the circumstances described in Section 1.4.
- 3.2. No interest shall be payable in relation to any such refunds payable in connection with Section 3.1 above.
- 3.3. The Customer will not under any circumstances sell or transfer any Client Rooms for any amount above the price paid to MATCH Hospitality for such Client Rooms.
- 3.4. Under no circumstances is the Customer authorised to re-sell Confirmed Rooms along with match tickets to attend the Event, or to permit any third party to do so. Any violation of this

provision will entitle MATCH Hospitality to cancel all Confirmed Rooms with immediate effect without refund.

4. TRAVEL BUNDLES

For the purposes of this Section 5:

“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.

“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™.

“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 overnight accommodation services.

“Order” means the Customer’s signed order for Hospitality Packages, and Sleeping Rooms and/or 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 Flight or any Sleeping Room 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) Flight; and/or
- (ii) Sleeping Room;

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 (Flight and Sleeping Room) 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.

“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 clause 5.1 shall not apply to any Resellers.

5. MISCELLANEOUS

- 5.1. **Guest Requirements for Cruise Ship Orders:** The Customer agrees that:
- a. The Customer will, for the duration of the Customer's and Customer's guests' stay with an Accommodation Provider, be required to be in possession of a passport or suitable identity document, visa and health certificates as may be required by the State of Qatar which such documents being valid for the duration of their stay;
 - b. The Customer's and Customer's guests' luggage may be subject to security inspections, which may involve physical search;
 - c. The Customer's and Customer's guests' luggage will be restricted to suitcases and hand luggage of such size and type as can be suitably stored in the Client Rooms and that cabin trunks cannot be accepted on board and the loading of them will be refused;
 - d. The Customer and Customer's guests will be required to settle their accounts with the relevant Accommodation Provider before disembarking/leaving at the end of their stay with the Accommodation Provider; and
 - e. no contraband or illegal substances, firearms, dangerous goods or live animals (other than any assistance dog, such as guide dogs or service dogs) will be permitted onboard any MSC Ship.
 - f. The Customer and Customer's guests are solely responsible for all infants and children in their care, including their wellbeing, conduct and behaviour.
- 5.2. **MATCH Hospitality's liability to the Customer:** In order to supply the accommodation under these Accommodation Sales Regulations, MATCH Hospitality have contracted with third party suppliers which MATCH Hospitality will take reasonable care and skill to ensure are reputable. MATCH Hospitality's role after that point is to secure the Customer's booking at the accommodation establishment and although MATCH Hospitality will try to resolve matters where the Accommodation Provider has not complied with any of its obligations, MATCH Hospitality emphasise that MATCH Hospitality do not have control over or responsibility for the actual services provided to the Customer by the Accommodation Provider or for the actions of it or its employees.
- 5.3. MATCH Hospitality do, however, accept liability where MATCH Hospitality or its staff, have not properly performed their 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 the Customer's contracted services and in circumstances beyond MATCH Hospitality's control;
 - c. due to any event which was beyond MATCH Hospitality's control and which MATCH Hospitality or the supplier of the service could not have forestalled or foreseen even with all due care.

MATCH Hospitality 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 the Client Rooms (other than wilful misconduct or gross negligence). MATCH Hospitality shall not be liable in the event of gross negligence of the Accommodation Providers as MATCH Hospitality's suppliers.

MATCH Hospitality shall (other than arising from its wilful misconduct or gross negligence) not be liable for any Damages that are untypical and unforeseeable under these Accommodation Sales Regulations and the Confirmation of Purchase.

An inherent risk of exposure to Covid-19 exists in any public place where people are present, including Accommodation Provider 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 accommodation establishment, 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 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 the Customer or its guests to a refund or any other form of compensation.

The Customer shall remain responsible at all times for checking and taking care of all requirements and legal obligations relating to the Customer's own and the Customer's guests' entry to and exit from Qatar and in relation to the Customer and the Customer's guests' movements inside Qatar, including but not limited to visa, Hayya card, vaccination, health declarations and Covid-19 related matters together with any local laws and restrictions that may apply during the Customer's or the Customer's guests' stay in Qatar. It is not our responsibility to advise or update the Customer on such matters.

The Customer is solely responsible for the choice of the services the Customer books and the suitability of those services for the Customer's needs.

- 5.4. **The Customer's liability to MATCH Hospitality:** Although MATCH Hospitality arrange the Customer's reservation with the Accommodation Provider(s), MATCH Hospitality cannot be held responsible for the acts and omissions of the Customer and any of the Voucher holders who use the Confirmed Rooms allocated to the Customer. The Customer will be responsible directly to the Accommodation Providers. In the event of any claim, cost or expense arising against MATCH Hospitality in respect of any such act or omission including any claim initiated against MATCH Hospitality by any of the Customer's guests who use the Confirmed Rooms, the Customer confirms that it will fully indemnify MATCH Hospitality and bear the responsibility for this, either by settling and paying for such claims, fines, costs or expenses or, if the Customer disputes any such claim, fine, cost or expense, that the Customer will be responsible for the costs arising in defending such a claim including MATCH Hospitality's own reasonable costs (if any).
- 5.5. **Warranty:** Except to the extent otherwise expressly provided for in this Section 5.5, and to the extent permissible by law, MATCH Hospitality provide no warranties, whether express, tacit or implied, arising by operation of law or otherwise, in respect of any of the services provided to the Customer. MATCH Hospitality specifically disclaim any implied warranties of fitness for a particular purpose or merchantability. The Customer's primary rights in the event the Accommodation Provider services are not performed properly in accordance with these Accommodation Sales Regulations and the Confirmation of Purchase, shall be MATCH Hospitality's assigning of its warranty claims, if any, against the respective Accommodation Provider to the Customer. In any case the warranty shall be limited to the Accommodation Provider services being in accordance with the specification given by MATCH Hospitality.
- 5.6. **Amendments:** To the extent permitted by applicable law MATCH Hospitality reserve the right to amend these Terms and Conditions from time to time in order to ensure compliance with applicable laws or any requirements of FIFA or the Supreme Committee for Delivery & Legacy and will give the Customer notice of any such amendments by e-mail. The Customer may not amend or alter these Terms and Conditions without MATCH Hospitality's prior written agreement...
- 5.7. **Term and Termination:** These Accommodation Sales Regulations shall apply to all transactions between MATCH Hospitality. The Customer may terminate these Accommodation Sales Regulations by notice in writing in the event that MATCH Hospitality commit any serious breach of its material terms and fail to remedy such breach within five (5) business days. MATCH Hospitality shall be entitled to terminate these Accommodation Sales Regulations and/or recall any or all Confirmed Rooms by notice in writing to the Customer if: (a) the Customer commits 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) the Customer makes any voluntary

surrender or arrangement with the Customer's 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 the Customer's property or assets or if MATCH Hospitality reasonably apprehend that any such event is about to occur and notify the Customer accordingly.

- 5.8. **Waiver:** None of these Accommodation 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 the Customer's rights nor MATCH Hospitality's rights under these Accommodation Sales Regulations will be deemed to have been waived by any act or conduct on either the Customer's or MATCH Hospitality's 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 MATCH Hospitality under these Accommodation 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.
- 5.9. **Assignment:** The Accommodation Sales Regulations that apply on each Confirmation of Purchase are personal to the Customer and the Customer may not assign, transfer, subcontract or otherwise part with any benefits or obligations without MATCH Hospitality's prior written consent, nor may the Customer assign or transfer the right to use any of the Confirmed Rooms without MATCH Hospitality's prior written consent and unless such Confirmed Rooms are to be used in conjunction with officially purchased Hospitality Packages for the FIFA World Cup Qatar 2022™. Please note that if the Customer does allow someone else to use the Confirmed Rooms in accordance with this Clause then the Customer agrees to ensure that these Accommodation Sales Regulations will apply to that person also. MATCH Hospitality may assign these Accommodation Sales Regulations together with all respective rights and obligations hereunder to an MH Affiliated Company and in the event MATCH Hospitality do so will notify the Customer in writing, and the Accommodation 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 Accommodation Sales Regulations shall be resolved in accordance with the equivalent rules of arbitration that apply in such jurisdiction.
- 5.10. **Independent Contractors:** For the avoidance of any doubt, the Customer and MATCH Hospitality 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 the Customer and MATCH Hospitality as partners, joint ventures or co-owners;
 - b. Constitute the Customer or MATCH Hospitality as the agent, employee or representative of the other;
 - c. Empower the Customer or MATCH Hospitality to act for, bind or otherwise create or assume any obligations on behalf of the other.
- 5.11. **Notices:** 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:
- a. If intended for MATCH Hospitality:

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

Or to such other address as may be designated by MATCH Hospitality in writing to the Customer.

- b. If intended for the Customer, at the address provided by the Customer and given on the Customer's Confirmation of Purchase or to such other address as may be designated by the Customer in writing to MATCH Hospitality.

Such notices demands or other communications shall be deemed given within five (5) days of posting and upon the date of faxing 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.

- 5.12. **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.
- 5.13. **Binding Agreement:** Both the Customer and MATCH Hospitality intend to rely upon the written terms set out here in these Accommodation 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 COMPLETING THE APPLICATION PROCESS THE CUSTOMER SHOULD READ IT CAREFULLY AND ENSURE THAT IT CONTAINS EVERYTHING THE CUSTOMER WANTS AND NOTHING IT IS NOT PREPARED TO AGREE TO.**

The contents of these Accommodation Sales Regulations and related documents may be translated for the Customer's convenience. Should there be any discrepancies between the translated version of the documents and the original English version, the Customer and its guests acknowledge and agree that the contents of the original English version shall prevail.

- 5.14. **Headings:** Section and subsection headings are for ease of reference only and shall not constitute a part of these Accommodation Sales Regulations nor be given any substantive effect.
- 5.15. **Resolution of Complaints:** If the Customer encounters a problem in relation to the services being supplied the Customer should immediately inform the Accommodation Provider and also MATCH Hospitality's own representative who will do what they can to resolve matters to the Customer's satisfaction. If the difficulty is not resolved at the time to the Customer's satisfaction the Customer must ensure that the Customer contact MATCH Hospitality in writing no later than twenty-eight (28) days after the Customer's return at the address provided to the Customer in Section 5.11 above. If the Customer fails to advise MATCH Hospitality and/or the supplier promptly about such difficulties this may affect MATCH Hospitality's ability to properly look into and resolve this matter for the Customer.
- 5.16. Subject to Section 5.9, these Accommodation Sales Regulations shall be governed and interpreted in accordance with the Law of Qatar. The parties shall endeavor in good faith to resolve any dispute arising from, and/or in connection with these Accommodation 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.

- 5.17. **Governing Law:** the Customer's Confirmation of Purchase and these Accommodation Sales Regulations shall (subject to Section 5.9 above) 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 Accommodation Sales Regulations shall be Doha, Qatar.
- 5.18. **Force Majeure:** The performance of these Accommodation Sales Regulations by either party is subject to acts of God, epidemic, pandemic, war, government action or decree, disaster, strikes (other than strikes by MATCH Hospitality's staff), riot or civil disorder, acts of terrorism, curtailment of transportation facilities (to the extent such curtailment was beyond MATCH Hospitality's 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 Accommodation Sales Regulations. In the event that performance of these Accommodation Sales Regulations is not possible by reason of Force Majeure, neither party shall be deemed to be in breach of the terms of these Accommodation 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 MATCH Hospitality recover monies from the Providers MATCH Hospitality will refund such monies to the Customer and MATCH Hospitality will use MATCH Hospitality's reasonable efforts to obtain such recovery.
- 5.19. **Refund in the event of refusal of Hayya Card:** In the event that a Hayya Card is refused to the Customer or any named guest who is using the Confirmed Rooms, the Customer will, on providing proof of such refusal, be provided with a refund in relation to those Confirmed Rooms which correspond to the person who has been refused they Hayya Card. For the avoidance of doubt, where the Confirmed Room is occupied on a shared basis, a refund will only be payable where all named guests in the Confirmed Room have had their Hayya Card refused.
- 5.20. **Insurance:** the Customer is responsible for (and MATCH Hospitality strongly recommend the Customer does so) arranging and obtaining its own travel insurance (including cancellation insurance) in respect of all issues arising out of these Accommodation Sales Regulations including in particular Section 5.18 above. MATCH Hospitality cannot be responsible for any losses incurred by the Customer arising from a Force Majeure event to the extent MATCH Hospitality are unable to recover such monies as set out at Section 5.18.
- 5.21. **No Commercial Use of Transaction; Commercial Identification Prohibition:** MATCH Hospitality have no right to grant and the Customer 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.
- 5.22. **Definitions**

Certain capitalised terms are defined within the above provisions of the Accommodation Sales Regulations. All other capitalised terms appearing within these Accommodation Sales Regulations shall have the meaning ascribed to them below:

"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 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 Saferepay or any other payment method as accepted by MATCH Hospitality from time to time.

"Accommodation Sales Regulations" means these regulations governing the sale through the Webshop of Sleeping Rooms.

“Application Process” means the online application process under which the Customer applies for Sleeping Rooms on the Webshop.

“Client Rooms” means those hotel rooms and cruise ship cabins in respect of which the Customer has completed the Application Process.

“Confirmation of Purchase” means MATCH Hospitality’s written confirmation and acceptance of the Customer’s offer to purchase the Sleeping Rooms which is issued by MATCH Hospitality in accordance with Section 1.3.

“Confirmed Rooms” means those Client Rooms for which MATCH Hospitality has issued a Confirmation of Purchase.

“Customer” means any legal entity or individual duly identified in the Order Form who purchases Sleeping Rooms which are subject these Sales Regulations.

“MATCH Hospitality” means MATCH Hospitality WLL incorporated and registered in Qatar with company number 150991 and whose trading office is at Tornado Tower Building No. 17, 20th Floor, Street 810-Majlis Al Taawon St, Zone 60, West Bay, Doha, Qatar or any MH Affiliated Company pursuant to Section 5.8.

“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.

“Order Form” means the online order form for the purchase of Sleeping Rooms on the Webshop.

“Webshop” means the MATCH Hospitality online sales shop for the purchase of Sleeping Rooms under which potential customers can apply for Sleeping Rooms.

Annex 1

MSC's BOARDING CONDITIONS FOR GUESTS

These Boarding Conditions govern the relationship, responsibilities and liabilities as between, on the one side, the Client and /or each Guest (as appropriate) named on the Booking and, on the other side, the Carrier and are **BINDING ON THESE PARTIES**.

Each Guest, or the Client on behalf of the Guests has entered into a contract with MATCH Hospitality WLL for the purpose of the Guests boarding one of the MSC Vessels. All Guests agree to all of Accommodation Sales Regulations of the Booking along with these Boarding Conditions. These Boarding Conditions are to be deemed as incorporated into the Booking Confirmation and will apply whether or not there is any actual carriage during the period any of the Guests are on board.

The Guest must carefully read these Boarding Conditions, (and the Client shall also be obliged to do so, and to ensure that all Guests (or its parent/guardian in the case of a Minor) read and accept these Boarding Conditions before the Guest or Client makes the Booking. These Boarding Conditions set out its rights, responsibilities and limitations towards the Carrier, its servants and/or agents. The Carrier's liability is limited as set out in Clause 19 of this annex 1.

1. CONSTRUCTION AND DEFINITIONS

BOOKING means a final and binding reservation, regulated by the terms and conditions entered into at the time of booking and these Boarding Conditions and the contract for boarding and carriage (if any), that the Guest (or the Client on behalf of the Guests) has entered into with MATCH Hospitality WLL, for the purpose of booking accommodation rooms on one or more Vessels.

BOOKING CONFIRMATION means the document (Confirmation of Purchase) issued as confirmation of the Booking and issued by MATCH Hospitality WLL in order for the Guests to access the Vessel.

CARRIER for the purpose of any obligation or responsibility attaching to the carrier under these Boarding Conditions, the Carrier means MSC Cruises SA, with registered Offices in Avenue Eugène Pittard 40, 1206 Geneva (Switzerland). However, the protections and defences which are provided for in these Boarding Conditions in favour of the Carrier, shall also apply to the owner and/or charterer whether bare boat/demise charter, the actual carrier, the time charterer, sub-charterer, manager or operator of the Vessel including SC. The term "Carrier" includes the Carriers, the carrying vessel, ("**Cruise Ship**"), its owner, charterer, manager, operator, any tenders or other means of transport provided by the Carrier to the Guest.

CLIENT means (if applicable) any person or entity who has entered into a contract with MATCH Hospitality WLL for the purpose of any Guest boarding the Vessel. The Client confirms that it has full authority to enter into on behalf of and bind all Guests named on the Booking Confirmation. All Guests visiting the Vessel together will be deemed to have understood and agree with these Boarding Conditions and the conditions of the Booking.

DISABLED PERSON means any person whose mobility is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary) intellectual or psychosocial disability or impairment, or any other cause of disability, as a result of age, and whose situation needs appropriate attention and adaption to that persons particular needs for the service made available to all Guests.

FIFA means Fédération Internationale de Football Association.

GUEST means each and every person named on the Booking Confirmation including Minors. All references to the "**GUEST**" (singular) shall include the plural and vice versa. All Guests visiting the Vessel together, including

adults responsible for Minors, will be deemed to have understood and agreed with these Boarding Conditions. For the purpose of this definition, Guests include any senior officials (such as government personnel, FIFA representatives and relevant sponsors) boarding the vessel.

LUGGAGE means any baggage, packages, suitcases, trunks or other personal items belonging to or carried by any Guest, including cabin luggage, hand luggage and articles worn by or carried on the persons of the Guest or deposited with the purser for safe custody.

MASTER means the Captain or person in charge of the carrying Vessel at any given point and commanding of the vessel.

MINOR means any Guest under the age of 18 or under the legal age limit which is in force pursuant to the applicable law. For the specific purpose of serving or consuming alcohols in Qatar "**MINOR**" means a Guest under the age of 21.

QATAR ACCOMMODATION AGENCY 2022 or **QAA** means the agency appointed by SC to manage the booking of accommodation options during the Tournament.

MATCH HOSPITALITY WLL or **MH** means the authorised agent of FIFA and the principal in the sale of FIFA hospitality packages for the Tournament. MH has contracted Cruise Ship Accommodation via the QAA.

RECOGNISED ASSISTANCE DOG means any dog that has been trained to assist a Disabled Person by an organisation that is a member of Assistance Dogs International and/or the International Guide Dog Federation.

SC means the Supreme Committee for Delivery & Legacy.

TOURNAMENT means the FIFA World Cup Qatar 2022™

VESSEL means the vessel named in the relevant Booking Confirmation or the substituted vessel owned, chartered, operated and/or controlled by the Carrier.

VOYAGE shall, for the purpose of these Boarding Conditions, mean any period during which Guests are on board the Vessel.

2. **VALIDITY, NON-TRANSFERABILITY AND AMENDMENT**

The Carrier agrees to transport and/or have on board the Guest on the Voyage, stay on board or event to be held on named or substitute Vessels. Before boarding, the Guest agrees to be bound by all its terms, conditions and limitations. All prior oral and/or written agreement is superseded by these conditions. These Boarding Conditions cannot be amended without written and signed consent from the Carrier or its authorised representative. The Booking Confirmation issued by MH is valid only for the Guests for whom it is issued, for the date and Vessel indicated or any substitute Vessel and is not transferable.

3. **MAINTENANCE DURING DELAY OR OVERSTAYING**

A Guest who wishes to remain on board after having been asked to disembark will be required by the Carrier, SC and QAA to book and pay for his/her additional stay at the available rates for every night he/she wishes to remain on board beyond the period he/she was intended to stay. Any additional booking to be processed via QAA will be subject to availability and may require the guest(s) to disembark, re-embark and may require a new cabin allocation. Without an additional booking the guest(s) must disembark without delay.

4. OPERATION, TIMETABLES AND DELAYS

- 4.1. The Vessel's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels in distress, availability of berth facilities, and other factors which may be beyond the Carrier's control.
- 4.2. Any dates and/or times specified in any timetables or otherwise, that may be issued by the SC and/or the Carrier, are only approximate and may be altered by the Carrier at any time and to such extent as is considered necessary at its sole discretion.
- 4.3. If the Vessel shall be prevented or hindered by any cause whatsoever from operating in the ordinary course, the Carrier shall be entitled to transfer the Guest to any other similar vessel.

5. EXTRA CHARGES

- 5.1. Each Guest shall pay in full all charges for goods and services incurred by the Carrier on his/her behalf, before the end of the Voyage in any currency in general use onboard at the time of payment.
- 5.2. Alcoholic beverages, cocktails, soft drinks, mineral water and any medical expenses, any independent contractor services or products, charges or taxes imposed by any government agency shall be extra charges, unless otherwise stated as included at the time of booking.

6. TRAVEL DOCUMENTS

- 6.1. Each Guest must present for inspection upon request the Booking Confirmation and/or eVoucher (as applicable), a valid passport as well as any visa, entry or exit permit, any Qatari ID, Resident Permit or FanID (Hayya Card).
- 6.2. Each Guest (or, if a Minor, his/her parents or guardian) shall be liable to the Carrier, SC, the QAA and/or MH for any fines or penalties imposed on the Vessel or Carrier, SC, the QAA and/or MH by any authorities for the Guest's failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs or excise.
- 6.3. The Carrier, SC, the QAA and/or MH reserves the right to check and record details of the documentation in clause 6.1. The Carrier, SC, the QAA and/or MH makes no representation and gives no warranties as to the correctness of any documentation that is checked.

7. SECURITY

- 7.1. Each Guest shall present him/herself for boarding, according to the instructions provided by the QAA and shall be available for any security inspections.
- 7.2. For security reasons and any requirements by law, each Guest acknowledges and agrees that agents of the Carrier may search the Guest, his/her Luggage.
- 7.3. The Carrier shall have the right to confiscate any articles carried or contained in any Luggage which the Carrier, in its sole discretion, considers dangerous or poses risk or inconvenience to the security of the Vessel or persons on board.
- 7.4. Each Guest is prohibited from bringing on board any articles that can be used as a weapon, explosives, illegal or dangerous goods.
- 7.5. The Carrier reserves the right to search any cabin, berth or other part of the Vessel for security reasons at any time.

8. FITNESS TO STAY ONBOARD

- 8.1. In order to ensure that the Carrier is able to host Guests safely and in accordance with applicable safety requirements established by international, EU or national law or in order to meet safety requirements established by competent authorities, including the vessel's flag state, the Guest warrants that his/her conduct or condition will not impair the safety of the Vessel or inconvenience other persons onboard.
- 8.2. If it appears to the Carrier, the Master or the Vessel's doctor that a Guest is for any reason unfit to stay on board and/or likely to endanger safety, then the Carrier or the Master shall have the right to take any of the following courses: (i) to refuse to embark the Guest; (ii) to disembark the Guest; (iii) to transfer the Guest to another berth or cabin; (iv) if the Vessel's doctor

- considers it advisable, to place or confine him/her in the Vessel's hospital or to transfer the Guest to an ashore health facility at the Guest's expense; and/or (v) to administer first aid and administer any drug, medicine or other substance or to admit and/or confine the Guest to a hospital or other similar institution ashore at the Guest's expense, provided that the ship's doctor and/or Master considers that any such steps are necessary.
- 8.3. Unless provided under any applicable law, where a Guest is refused embarkation as a result of safety and/or fitness to stay on board, the Carrier, SC, the QAA or MH shall not be liable for any loss or expense occasioned to the Guest thereby, nor shall the Guest be entitled to any compensation from the Carrier, SC, the QAA or MH.
 - 8.4. The Vessel has a limited number of cabins equipped for Disabled Persons, available on a first come, first served basis. Not all areas or equipment on the Vessel are suitable for access to Disabled Persons.
 - 8.5. The Carrier reserves the right to refuse passage to anyone who has failed to notify it of their specific needs with regard to accommodation, seating or services required from the Carrier or terminal operator, or their need to bring medical equipment, or to bring a Recognised Assistance Dog on board the Vessel, or of any other known disabilities, or who in the Carrier's and/or Master's opinion is unfit or unable to stay on board, or anyone whose condition may constitute a danger to themselves or others onboard on the grounds of safety.
 - 8.6. Guests who need assistance and/or have special requests or need special facilities or equipment with regard to accommodation, seating or services required or their need to bring medical and mobility equipment, must notify MH at the time of booking, which MH will pass on to the QAA. This should include detailed information required to assist QAA in making available accessible transport to Disabled Persons. Wheelchair users must specify whether they operate a manual or powered wheelchair and inform MH and the QAA whether they require portside or stadium facilities and services at the time of booking. This is to ensure that the Guests can safely embark, disembark and remain on board in accordance with all applicable safety requirements. The Carrier is not obliged to provide any assistance or meet special requests unless the Carrier has agreed to do so in writing. If any Guest cannot be carried safely and in accordance with applicable safety requirements then the Carrier can refuse to accept a Guest or embarkation of a Disabled Person on the grounds of safety.
 - 8.7. Wheelchair users must furnish their own standard size wheelchairs. The Vessel's wheelchairs are available for emergency use only. Where the Carrier considers it strictly necessary for the safety of the Guest it may require a Disabled Person to be accompanied by another person or a Recognised Assistance Dog who is capable of providing the assistance required by the Disabled Person. This requirement will be based entirely on the Carrier assessing the need of the Guest on grounds of safety and may vary from Vessel to Vessel.
 - 8.8. Where any mobility or other equipment is lost or damaged by the fault or neglect of the Carrier then it is the Carrier's decision as to whether to repair or replace such equipment taking into account the reasonable requirements of the Guest. All equipment must be capable of being carried safely and must be declared at the time of booking. The Carrier may decline to carry such equipment where it is not safe to do so or where it has not been notified in time to enable a risk assessment to be carried out.
 - 8.9. Any Guest who embarks, or allows any other guest for whom he or she is responsible to embark, when he/she or such other guest is suffering from any sickness, disease, injury or infirmity bodily or mental or to his/her or her knowledge has been exposed to any infection or contagious disease, or for any other reason is likely to impair the safety or reasonable comfort of other persons onboard, shall be responsible for any loss or expense incurred by the Carrier or the Master directly or indirectly in consequence of such sickness, disease, injury, infirmity, exposure or refusal of permission to land unless in the case of sickness, disease, injury, infirmity or exposure the same has been declared in writing to the Carrier or the Master before embarkation and the consent in writing of the Carrier or the Master to such embarkation has been obtained.
 - 8.10. Although the Vessel is planned to be berthed at all times at the Cruise Terminal in Doha, conditions may arise when it will be necessary to anchor offshore rather than alongside. When this is the case, the Carrier will use a tender to take Guests ashore. A tender is a small vessel and

may not be suitable for persons with Disabilities or Reduced Mobility or balance problems. When using tenders, safety is the utmost priority and it is important that the Guests are able to use the tender safely. The Guests may be required to descend to a platform or pontoon and into the tender. There may be steps both up and down and Guests may need to navigate a gap between the platform and the tender (which can be approximately 1.5 ft). Depending on weather, tide and sea conditions, there may be some movement, which could change throughout the course of the day. Guests must be fit and mobile enough to access and disembark the tender. If Guests have impaired mobility, or use a mobility aid such as a stick, then they must carefully consider their ability to embark the tender safely before making their way down to the platform. Guests must take into consideration the use of steps, the possibility of a gap and height difference between the platform and the tender, and the potential sudden movement of the tender when making a decision. Wheelchairs and mobility scooters will not be carried by the crew to the tender. All Guests must be independently mobile enough to use the tenders. Ultimately, carriage by tender may be refused by the Master or any of his officers if there is any doubt as to the safety of any Guests.

All Guests must take extra care when stepping on and off the tender. There will be crewmembers there to guide and steady Guests as they embark and disembark but they cannot support, lift or carry Guests. The same precautions apply when Guests disembark the tender in the port.

9. SMOKING POLICY

- 9.1. Smoking is not permitted in any food service areas (buffets and restaurants), the medical centres, child-care areas, corridors or elevator foyers, areas where Guests are assembled in groups for safety exercises, disembarkation or tour departures, public toilets, or in bars close to areas where food is served is strictly prohibited.
- 9.2. Smoking in the cabins and on the cabin balconies is strictly prohibited.
- 9.3. Smoking is only permitted in a dedicated outside area of each Vessel, indicated by signage, where ashtrays are provided.
- 9.4. The Carrier reserves the right to levy a fee should passengers be found smoking in non-designated area of the Vessel. Repeatedly smoking in non-smoking areas can ultimately lead to early disembarkation and prosecution by the authorities.
- 9.5. The Guest shall be liable for any damage caused by smoking.
- 9.6. Disposing of cigarette butts over the side of the Vessel is strictly prohibited.

10. CONDUCT OF GUESTS

- 10.1. The safety of the Vessel and all those onboard is of paramount importance. Guests must pay attention to and comply with all regulations and notices relating to the safety of the Vessel, her crew and guests, the terminal facilities and immigration requirements.
- 10.2. Guests must at all times conduct themselves in a manner that respects the safety and privacy of other persons onboard.
- 10.3. Guests must comply with any reasonable request made by any member of staff, the Master or his/her officers.
- 10.4. All Guests must take care for their safety whilst walking on outside decks. Guests and children must not run around the decks or other parts of the Vessel.
- 10.5. Guests' Luggage must not be left unaccompanied at any time, unless different and reasonable instructions are given by the staff. Unaccompanied Luggage may be removed and/or destroyed.
- 10.6. Guests shall not bring onboard the Vessel any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance. Breach of these conditions and regulations shall render the Guest strictly liable to the Carrier for any injury, loss, damage or expense and/or to indemnify the Carrier against any claim, final penalty arising from such breach. The Guest may also be liable for statutory fines and/or penalties.
- 10.7. In order to ensure safety and security standards, it is strictly forbidden to bring food and beverage onboard the Vessels. In compliance with this requirement, during embarkation, checks

may be carried out on Guests' Luggage. The items that are allowed are: personal hygiene products, cleansing products, lotions, fluid medications for therapeutic use, baby gear and baby food items, dietary items prescribed by a physician.

- 10.8. The Guest will in any event be liable for any injury, loss or damage occasioned by their breach of any of the prohibitions in these Boarding Conditions and must indemnify the Carrier, SC and QAA against any claim in respect thereof.

11. **ANIMALS/PETS**

- 11.1. Animals and/or pets other than Recognised Assistance Dogs are not allowed onboard the Vessel under any circumstances without the Carrier's permission in writing. Any such animals or pets brought onboard by the Guest without permission will be taken into custody and arrangements will be made for the animal to be landed at the Guest's sole expense.
- 11.2. Whilst the Carrier and/or its servants and/or agents will take such care as is reasonable in all the circumstances in relation to the pet or animal, neither the Master nor Carrier nor any member of the Crew shall be liable to the Guest in respect of any loss or injury or death to the pet or animal whilst in the Carrier's possession/custody.
- 11.3. Recognised Assistance Dogs are subject to and must comply with national and EU Regulations and/or equivalent applicable legislations regarding health, inoculations, training and travel. It is the Guest's responsibility to have all necessary papers, to be made available for inspection on request, and check the position prior to the boarding.

12. **ALCOHOL**

- 12.1. Alcoholic drinks, including wines, spirits, beer or other liqueurs are available for purchase onboard the Vessel at fixed prices. Guests are not permitted to bring onboard any such drinks for use during the Voyage, whether for consumption in their own cabins or otherwise. Alcoholic drinks in any form will not be sold to Minors during the Voyage. It is the responsibility of the individual Guest and any accompanying adults to ensure such legal age limits are complied with.
- 12.2. The Carrier and/or its servants and/or agents may confiscate alcohol brought onboard by Guests.
- 12.3. The Carrier and/or its servants and/or agents may refuse to serve a Guest alcohol or further alcohol where in their reasonable opinion the Guest is likely to be a danger and/or nuisance to himself/herself, other guests and/or the Vessel.

13. **MINORS**

- 13.1. All the provisions of clause 8 and the requirement of fitness to travel are applicable to all Guests including Minors.
- 13.2. The Carrier does not accept unaccompanied Minors. Minors will not be allowed to embark unless they are accompanied by a parent or guardian or other authorised person (**Adult Guests**) who shall be identified on the Booking Confirmation. Adult Guests embarking with a Minor shall be fully responsible for that Minor's conduct and behaviour. Minors may not order or consume alcoholic beverages.
- 13.3. Minors onboard must be supervised by an Adult Guest at all times and are welcome at the activities onboard provided that an Adult Guest is present. Children cannot remain onboard if the Adult Guest goes ashore.
- 13.4. The Adult Guest shall be liable to the Carrier and shall reimburse it for loss, damage or delay sustained by the Carrier because of any act or omission of a Minor in their care.
- 13.5. Minors are subject to all the terms contained in the Boarding Conditions.
- 13.6. Provision of baby cots is subject to request and availability

14. **MEDICAL SERVICES/TREATMENT**

- 14.1. Medical services are available on board the Vessel as a convenience to Guests. However, Guests are encouraged, where possible, to seek medical assistance from providers on shore. The Vessel's doctor and medical personnel are not under the Master's or Carrier's control for treating Guests.

- 14.2. Medical facilities onboard may be limited. The Carrier, Master or doctor shall not be liable in any way for referring Guests ashore for medical services or for the actual medical services rendered ashore. In the event that medical attendance of any kind or ambulance assistance, whether on shore, at sea or by air is required and is provided or ordered by the Carrier or the Master or the doctor, the concerned Guest shall be liable for the full charge or cost thereof and shall indemnify the Carrier upon first demand of any costs incurred by the Carrier, its servants or agents.
- 14.3. The ship's doctor is not qualified to deliver babies onboard nor to offer pre or post-natal treatment and no responsibility is accepted by the Carrier in respect of the ability to provide such services or equipment. Pregnant women are referred to this section 14 for information regarding the medical facilities onboard.
- 14.4. It is the Guest's obligation and responsibility to seek medical assistance from the qualified doctor onboard the Vessel as and when necessary, during his/her stay on-board.
- 14.5. The Vessel's doctor is not a specialist and the Vessel's hospital is not required to be, and is not equipped to the same standards as, a land-based hospital. The Vessel carries medical supplies and equipment as required by its flag state. Neither the Carrier nor the doctor shall be liable to any Guest as a result of any inability to treat any medical condition as a result.
- 14.6. In the event of illness or accident, Guests may have to be landed ashore by the Carrier and/or Master for medical treatment. The Carrier makes no representations regarding the quality of any medical treatment ashore to which any Guest is referred.
- 14.7. In relation to medical equipment, which any Guest intends to bring on board, it is the responsibility of the concerned Guest to arrange delivery to the docks prior to check-in of all medical equipment.
- 14.8. The requirement for Guests to notify to the QAA at the time of booking if they need to bring their own medical equipment on-board is to ensure that the medical equipment can be carried and/or carried safely.
- 14.9. It is the concerned Guest's responsibility to ensure that all personal medical equipment is in good working order and for arranging enough equipment and supplies to last the entire Voyage. The Vessel does not carry any replacement.
- 14.10. The concerned Guest must be able to operate all own equipment. If there are any particular conditions requiring a personal care or supervision then such personal care or supervision must be arranged by that Guest at his/her expense. The Vessel is unable to provide or arrange respite services, one to one personal care or supervision or any other form of carer for physical or psychiatric or other conditions.

15. OTHER INDEPENDENT CONTRACTORS

- 15.1. The Vessel carries on board service providers who operate as independent contractors. Their services and products are charged as extras. The Carrier is not responsible for their performance or products. These contractors may include: hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, shopkeepers and others providing services. The limitations of liability referred to into these Boarding Conditions shall apply to all independent contractors.
- 15.2. The Carrier shall not be responsible in any way for the conduct, products or services provided by such independent contractors.

16. GUEST'S LUGGAGE AND PERSONAL PROPERTY

- 16.1. Guests are encouraged to limit their checked Luggage to two suitcases and two pieces of hand Luggage per person.
- 16.2. In no case will the maximum amount of Luggage in each cabin exceed 100 kg and 8 pieces among all Guests in the same cabin. Equipment required by Disabled Persons and Medical Equipment is not included as part of this luggage limit provided that additional weight and/or numbers are communicated to the Carrier in advance who may refuse to embark them on the grounds of safety. Prams and wheelchairs are always allowed but must be kept in cabins when not in use and must not block any exits when in use around the Vessel.

- 16.3. All Luggage is to be kept in the cabin, keeping all exits free of any obstacles.
- 16.4. Guests' Luggage and property shall include only personal belongings, and any commercial property shall be subject to an additional charge. Guest bookings of a commercial nature, such as FIFA sponsors, shall, at the discretion of the SC and subject to Carrier's agreement, not be subject to additional charges for the storage of commercial property.
- 16.5. The Carrier shall not be responsible for any fragile or perishable property carried by a Guest.
- 16.6. No animals are permitted on board, except for Recognised Assistance Dogs licensed to a Guest. The concerned Guest shall have full responsibility for any Recognised Assistance Dogs.
- 16.7. Guests with their own wheelchairs must check that suitable accommodations are available at the time of booking, and the relevant reference is to be added to the Booking Confirmation or eVoucher (where applicable) or request for embarkation. If medical mobility or other equipment is required, this must be notified at the time of booking or within a reasonable time prior to the Voyage to MH who will pass on the information to the QAA to enable the Carrier to assess whether such equipment can be carried safely. It is the concerned Guest's responsibility to ensure that such equipment is in good working order and that the Guest can operate such equipment.
- 16.8. All Luggage must be securely packed and distinctly labelled. The Carrier shall not be liable for loss, damage or delay in delivery of any Luggage, if Luggage is not sufficiently labelled.
- 16.9. The Carrier shall not be liable for loss or damage to the Guests' Luggage while in the custody or control of stevedores or other independent shore side contractors.
- 16.10. All Luggage must be claimed at disembarkation from the Vessel or it will be stored at the Guest's risk and expense.
- 16.11. The Guest shall not be liable to pay or receive any general average contribution in respect of Luggage.
- 16.12. The Carrier shall have a lien upon and the right to sell by auction or otherwise, without notice to any Guest, any Luggage in satisfaction of unpaid monies or of any other monies that may in any way have become due by any Guest to the Carrier or to its servants, agents or representatives.

17. GUEST'S LIABILITY FOR DAMAGE

Guests shall be liable for and shall reimburse the Carrier for any damage to the Vessel and/or its furnishings or equipment or any other property of the Carrier caused by any wilful or negligent act or omission by the Guests or any person for whom the Guests are responsible including, but not limited to, Minors travelling with a Guest.

18. FORCE MAJEURE & EVENTS BEYOND THE CARRIER'S CONTROL

Except as provided by law, the Carrier shall not be liable for any loss, injury, damage, or inability to perform the Voyage arising from any Force Majeure circumstances such as, but not limited to: war, terrorism - actual or threatened - fire, natural disasters, acts of God, labour strikes, bankruptcy, failure of subcontractors to perform, or any other events beyond the Carrier's control and/or any events which are unusual and/or unforeseeable.

19. LIABILITY OF THE CARRIER

- 19.1. The liability (if any) of the Carrier for damages suffered as a result of death or personal injury to the Guest, or loss or damage to Luggage shall be determined in accordance with the following Conventions whose limits apply including in any claims for loss of or damage to Luggage and or death and or personal injury and are hereby expressly incorporated into these Boarding Conditions:

- a) The International Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 (The Athens Convention 1974) or where applicable The Athens Convention 2002,

or EU Regulation 392/2009 Concerning the Rights of Passengers when travelling by sea in the event of Accidents (EU Regulation 392/2009).

- b) The Athens Convention 2002 where ratified and applicable to the boarding contract shall apply where EU 392/2009 does not apply.
 - c) For bookings where the Athens Convention 2002 does not apply and which are not made in the EU or the Vessel does not have an EU flag or and where the place of embarkation or disembarkation is not in the EU then the provisions of the Athens Convention 1974 and the limits therein shall apply and are hereby expressly incorporated into these Boarding Conditions.
 - d) Copies of the Athens Convention 1974, 2002 and EU Regulation 392/2009 are available on request and can be downloaded from the Internet at www.imo.org and [https://www.imo.org/en/About/Conventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-\(PAL\).aspx](https://www.imo.org/en/About/Conventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-(PAL).aspx).
 - e) A summary of EU Regulation 392/2009 can be found at <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=URISERV:tr0018&from=EN>
 - f) It is agreed that the Carrier shall at all times be deemed a ship owner for the purposes of the Convention on Limitation of Liability for Maritime Claims 1976, whether as amended by the Protocol of 1996 or otherwise and as in force in any relevant jurisdiction from time to time, and so entitled to limit liability thereunder.
 - g) If any provision of these Boarding Conditions is rendered null and void by the Athens Convention 1974, Athens Convention 2002, or EU Regulation 392/2009 or otherwise then any such invalidity shall be limited to the particular clause and not to the Boarding Conditions.
- 19.2. The level of damages a Carrier may be liable to pay in relation to death and/or personal injury and or loss of or damage to Luggage is limited and shall in no circumstances whatsoever exceed the limits of liability set out under the Athens Convention 1974 or, where applicable, The Athens Convention 2002 or EU Regulation 392/2009.
- 19.3. The liability of the Carrier for death, personal injury or illness to a Guest shall not exceed 46.666 Special Drawing Rights ("SDR") as provided and defined in the Athens Convention 1974 or, where applicable, the maximum sum of 400,000 SDR pursuant to EU Regulation 392/2009 or The Athens Convention 2002 and, where there is liability for war and terrorism under EU Regulation 392/2009 or The Athens Convention 2002, the maximum sum of 250,000 SDR.
- 19.4. Liability of the Carrier for loss of or damage to a Guest's Luggage shall not exceed 833 SDR per Guest under the Athens Convention 1974 or 2,250 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies.
- 19.5. It is agreed that such liability of the Carrier shall be subject to the applicable deductibles per passenger, such sum to be deducted from the loss or damage to Luggage.
- 19.6. The Guests understand that the conversion rate of SDR's fluctuates daily and may be obtained from a bank or Internet. The value of an SDR can be calculated by visiting http://www.imf.org/external/np/fin/data/rms_five.aspx.
- 19.7. It is presumed under the Athens Convention 1974 and where applicable The Athens Convention 2002 or EU Regulation 392/2009 that the Carrier has delivered Luggage to a Guest unless written notice is given by the Guest within the following periods:
- a) in the case of apparent damage before or at the time of disembarkation or redelivery;
 - or
 - b) in the case of damage which is not apparent or loss of Luggage within fifteen days from the disembarkation or delivery or of the date that such delivery should have taken place.
- 19.8. The Carrier shall not be liable for loss or damage to any valuables such as monies, negotiable securities, precious metal items, jewellery, art, cameras, computers, electronic equipment, or any other valuables unless they are deposited with the Carrier for safe-keeping, and a higher

limit is agreed expressly and in writing at the time of deposit, and an extra charge is paid by the Guests for declared value protection. Use of the Vessel's safe is not a deposit with the Vessel. Where there is liability for loss of or damage to valuables deposited with the Vessel then such liability is limited to 1,200 SDR under the Athens Convention 1974 or 3,375 SDR where EU Regulation 392/2009 or Athens Convention 2002 applies. The Carrier and the Guests agree not to demand any security from the other in connection with a claim of any kind. The Guests waive the right to arrest the Vessel or to attach any other asset owned, chartered or operated by the Carrier. If the Vessel is arrested or attached, then the ship and the Carrier shall have the right to any limitation and all defences available herein.

- 19.9. In addition to the restrictions and exemptions from the liability provided in the Boarding Conditions, the Carrier shall have full benefit of any applicable laws providing for limitation and/or exoneration of liability (including without limitation, law and/or the laws of the Vessel's flag in respect of/or the global limitation on damages recoverable from the Carrier). Nothing in these Boarding Conditions is intended to operate to limit or deprive the Carrier of any such statutory or otherwise limitation or exoneration or liability. The servant and/or agents of the Carrier shall have the full benefit of all such provisions relating to the limitation of liability.
- 19.10. If any action is brought against any company pertaining and/or connected to the Carrier, the owners or the disponent owners, the Master or crew or any servant, agent or independent contractor of MSC, or against any person or entity having an interest in the relevant Vessel including but not limited to the operator of the Vessel, any of these persons or entities shall be entitled to avail themselves of all defences, limits of liability and indemnities that the Carrier is entitled to invoke under the Booking and under the provisions of law applicable including, but not limited to, the benefit of any defence to or limitation of liability. Save as provided in this clause, no third party shall have the right to enforce or apply any term hereof and the Contracts (Rights of Third Parties) Act 1999 is expressly excluded. The parties may vary the provisions of the Booking, or terminate it, without the consent of any third party who derives any right pursuant to its terms even if such variation or termination varies or terminates the rights of such third party.
- 19.11. Without prejudice to the provisions above, if any claim is brought against the Carrier in any jurisdiction where the applicable exemptions and limitations incorporated in these Boarding Conditions are held to be legally unenforceable then the Carrier shall not be liable for death, injury, illness, damage, delay or other loss or detriment to any person or property arising out of any cause of whatsoever nature which has not been shown to have been caused by the Carrier's own negligence or fault.

20. **ANGUISH/DISTRESS**

No compensation is payable by the Carrier to any Guest for any emotional stress, mental anguish and/or psychological injury of any kind save where legally recoverable against the Carrier as a result of any injury caused by an accident due to the fault or neglect of the Carrier.

21. **APPLICABLE LAW**

These Boarding Conditions and any claims against of whatever nature (including claims for death and or personal injury) brought by or on behalf of or by heirs and or dependants of any Guest shall be subject to English law.

22. **JURISDICTION**

- 22.1. Except as provided by law all claims of any nature related to these Boarding Conditions shall be brought in and be subject to the exclusive jurisdiction of the High Court of London.
- 22.2. Without prejudice to the sub clause above, the Carrier shall be entitled to commence proceedings against any Guest in the place where that Guest normally resides.

23. NOTICES OF CLAIMS

- A. The Carrier shall be under no liability whatsoever in respect of any claim arising from an accident which was not reported by a Guest to the Master or safety officer whilst on-board the Vessel.
- B. Notices of Claim for loss or damage to Luggage shall be given to the Carrier in writing before or at the time of disembarkation, or if not apparent, within fifteen (15) days from the date of disembarkation. Notices should be sent to MSC Cruises SA, c/o MSC Crociere S.p.A., Via A. Depretis, 31, 80133 Naples, Italy.
- C. Complaints under EU Regulation. 1177/2010 concerning accessibility, cancellation or delays must be made to the Carrier within two (2) months from the date the service was performed. The Carrier shall respond within 1 month to advise whether the complaint is substantiated, has been rejected or is still being considered. A final reply shall be provided within two (2) months. The Guests shall provide such further information as may be required by the Carrier to deal with the Complaint. If the Guest is not satisfied with the response then it may complain to the relevant enforcement body in the country of embarkation.

24. TIME LIMITS FOR FILING SUIT

All claims against the Carrier or the Vessel for illness, emotional stress or personal injury to a Guest or for loss or damage to Luggage shall be time barred after two (2) years from the date of final disembarkation or in the case of death, the date on which final disembarkation would have taken place as provided by Article 16 of the Athens Convention 1974 and or where applicable The Athens Convention 2002 or EU Regulation 392/2009. These time limits are applicable to Minors and persons under a disability.

25. DATA PROTECTION

Personal data relating to individual Guests shall be collected, processed, stored and used securely and in accordance with relevant data protection laws. The Guests consent to the collection, processing, storing and use of their personal data to enable the Carrier to perform its services to the QAA during the Voyage and the QAA to provide accommodation to the Guest. This may include providing the Guests details to Governments, immigration, port state control, police, flag state and other competent authorities and or as may be required by law. In the case of emergencies, the Guests consent to the Carrier providing personal data to shore side doctors, next of kin, the Carrier's insurers and advisors and the Guest's medical insurers. Personal data shall only be kept for as long as is necessary or required by law.