FINAL TOURNAMENT OF THE 2017/2019 UEFA EUROPEAN UNDER-21 CHAMPIONSHIP PARTICIPATING NATIONAL ASSOCIATIONS FAN SALES TICKETING TERMS AND CONDITIONS

A. INTRODUCTION

1. Scope

The following Participating National Associations Fan Sales Ticketing Terms and Conditions for the Final Tournament of the 2017/2019 UEFA European Under-21 Championship (the "Terms and Conditions") are designed to ensure a fair, correct and efficient process for distribution and use of Tickets to the Final Tournament of the 2017/2019 UEFA European Under-21 Championship. The distribution and use of such Tickets are subject to the following Terms and Conditions and any other applicable laws or regulations (as defined below under "Regulations") pertaining to access and usage of the Stadium(s) (as defined below).

2. Definitions

Accessibility Ticket	one of the types of Ticket offered for sale by the Ticket Seller, being either an Easy Access Seating Ticket or a Wheelchair Ticket for the Match(es).
Buyer	any natural person over 18 years of age with legal capacity to apply and enter into an agreement for the purchase of Tickets to the Tournament in accordance with these Terms and Conditions and the terms and conditions of the Ticket Seller.
Companion Ticket	a complimentary general public Ticket issued with an Accessibility Ticket pursuant to Article 3.5 for the use of the personal companion/assistant accompanying a disabled Ticket Holder.
Easy-Access Seating Ticket	a Ticket for disabled people who do not use a wheelchair but require seating with easy access that is close to accessible amenities in the Stadium.
Guest	an individual accompanying the Buyer to the Match to whom Tickets may be transferred in accordance with these Terms and Conditions.
Host Association	the Italian Football Federation (FIGC), with its registered office at Via Gregorio Allegri, 14 - 00198 Roma, which is responsible for the organisation and staging of the tournament in Italy. For the avoidance of doubt, the Host Association is deemed to be the "organiser" of the Matches and the Tournament under the applicable law.
Match(es)	any official match played as part of the Tournament.
Online Ticket Sales Platform	the Ticket Seller's website at <u>www.europeanfans.vivaticket.it</u>
Participating National Association (PNA)	any national association that has qualified for and will participate in the Tournament.
PNA Allocation Rules	a rule or set of rules defined and applied by the PNAs to allocate Tickets to its supporters.

Purchase Price	the total purchase price for the Ticket(s) selected by the Buyer including VAT.
Refund Policy	the refund policy as applicable from time to time which is available for review on the Ticket Seller's website at <u>www.vivaticket.it/eng/aboutus/regolamento</u>
Regulations	means, without limitation, the terms of the following:
	- Laws of Italy;
	- Stadium Regulations; and/or
	- UEFA and Host Association's statutes and regulations applicable for the Tournament.
Stadium	the entire premises of the relevant stadium at which the relevant Match is played and any other areas which require a Ticket (or other access device, if applicable) to gain access.
Stadium Owner	the owner of the relevant Stadium and any operator or lessee of such Stadium.
Stadium Regulations	the Stadium Regulations as applicable to the Match which can be accessed at:
	www.uefa.com/under21
Ticket	the paper ticket held by the Ticket Holder which (subject to these Terms and Conditions) grants the Ticket Holder the right to attend the relevant Match and occupy a seat at the relevant Stadium as indicated on each such Ticket.
Ticket Holder	any person who is in actual and legitimate possession of a Ticket including, without limitation, successful Buyers and their Guests (as the case may be).
Ticket Seller	VIVATICKET S.p.A. with its registered office at Antonio Canova street, 16/20 - 40138 Bologna, Italy and VAT number 02011381205, which has been appointed by the Host Association, the organiser of the Tournament in Italy, to sell the Tickets.
Tournament or UEFA EURO UNDER-21 2019	the Final Tournament of the 2017/2019 UEFA European Under-21 Championship to be held from 16 June 2019 to 30 June 2019 (or on such other date(s) as notified by UEFA).
UEFA	Union des associations européennes de football whose offices are located at Route de Genève 46, 1260 Nyon 2, Switzerland and any wholly owned subsidiary thereof, including but not limited to, UEFA Events SA. For the avoidance of doubt, UEFA is not the seller of Tickets to the Tournament; the seller of Tickets is the Ticket Seller (as defined above).
Wheelchair Ticket	a Ticket for a disabled person using a wheelchair within a designated wheelchair space at the Stadium.

B. <u>SALE OF TICKETS</u>

3. General Purchase Rules

- 3.1. Buyers who are eligible to purchase Tickets under the PNA Allocation Rules may, subject to availability, purchase Ticket(s) from the Ticket Seller in the following ways and in accordance with the purchase rules and requirements communicated to the Buyer by the PNA and/or the Ticket Seller:
 - a. via the Online Ticket Sales Platform, which will be open from 18 March 2019 until such time(s) as specified on the Online Ticket Sales Platform.
- 3.2. When purchasing a Ticket the Buyer acknowledges that he/she has read, understood and agrees to comply with these Terms and Conditions and the terms and conditions of the Ticket Seller available at <u>www.europeanfans.vivaticket.it</u>.
- 3.3. During the Ticket purchase process on the Online Ticket Sales Platform, the Buyer shall be required to provide his/her family name, given name, date of birth, place of birth (if an Italian citizen), country of birth (for all non-Italian citizen's) and his/her email address. The Buyer shall also be required to provide the family name, given name, date of birth, place of birth (if an Italian citizen), country of birth (for all non-Italian citizen's) for each of his/her Guest(s).
- 3.4. Tickets will be available in such price categories, in such packages, at such prices and in such locations as identified on the Online Ticket Sales Platform or as otherwise notified to the Buyer during the purchase process. The seat map indicating the respective price categories will be displayed on the Online Ticket Sales Platform. UEFA, the Host Association and the Ticket Seller give no warranty that the Buyer will have the opportunity to purchase Tickets in any particular Ticket category or at all.
- 3.5. A limited number of Accessibility Tickets (being either an Easy-Access Seating Ticket or a Wheelchair Ticket) will be available for purchase for the Tournament in accordance with the instructions of the Host Association as notified to Buyers on<u>www.europeanfans.vivaticket.it</u>. Accessibility Tickets will be delivered to a successful Buyer with a complimentary Companion Ticket.
- 3.6. Accessibility Tickets can be located in various areas of the Stadium, depending on its layout.
- 3.7. A Buyer who requests Accessibility Tickets will be required to provide a valid official document confirming her/his disability in accordance with the instructions and further requirements of the Ticket Seller and/or the Host Association.
- 3.8. Each Buyer can purchase a maximum of four (4) Tickets per Match. Purchases which exceed four (4) Tickets per Match are not permitted and will be rejected or cancelled.

4. Payment

4.1. Payment for the Ticket(s) can be made by such methods indicated to the Buyer by the Ticket Seller.

5. Offer Acceptance

5.1. The agreement between the Ticket Seller and the relevant Buyer for the purchase of the Ticket(s) will be concluded (under these Terms and Conditions and the terms and conditions of the Ticket Seller) only after successful payment for the Ticket(s) in accordance with Article 4.

6. Distribution of Tickets

6.1. Tickets will be distributed to the Buyers in the following way:

by virtue of "Print@home" e-tickets if such method of tickets are made available by the Ticket Seller (who shall decide on such method of ticket distribution at their sole discretion). A duly printed hard copy of the e-ticket must be physically presented by each Ticket Holder at the Stadium. Where the Buyer has been notified that the Ticket(s) will be remitted via "Print@home" e-tickets, it is the responsibility of the Buyer to print such e-tickets and UEFA, the Host Association and the Ticket Seller shall be under no obligation to do so or to provide any alternative paper Ticket(s).

- 6.2. Defective Print@home Ticket(s) such as for example, with illegible printing or missing any part of the printed area of the Ticket, will be rejected at the entrance to the Stadium. UEFA, the Host Association, the Stadium Owner and the Ticket Seller shall not be responsible for defective, lost or stolen Ticket(s) and will accept no obligation to reprint or refund any such Ticket(s).
- 6.3. Tickets shall remain the property of UEFA at all times.

C. <u>USE OF TICKETS</u>

7. Prohibited Use of the Ticket(s)

- 7.1. Except as expressly permitted in Article 7.2, any resale, transfer of Ticket(s), offer or advertisement of Ticket(s) for resale or transfer, whether for free or for consideration, is strictly prohibited.
- 7.2. The Buyer shall be permitted to transfer Tickets to his/her Guest(s) provided that (jointly):
 - a. the Buyer will attend the Match together with his/her Guest(s);
 - b. the Tickets are for their personal use;
 - c. such permitted transfer is free of any extra consideration over and above the face value of the Ticket; and
 - d. Guests, by accepting the transfer of Tickets from the Buyer, agree to be subject to these Terms and Conditions.
- 7.3. The Ticket(s) shall not be:
 - a. used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
 - b. used as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake;
 - c. combined with and sold as part of any package of goods or services; or
 - d. combined with and sold as part of any travel or hospitality package (for example combining flights, hotels and the Ticket(s)).
- 7.4. Ticket Holders shall not:
 - a. run any advertisements or promotions relating to UEFA, the Match(es) or the Tournament;
 - b. advertise, promote, give away, distribute, sell or offer for sale any product or service from any part of the Stadium or via the display of overt commercial messages on clothing worn or items brought into the Stadium; or
 - c. exploit any marketing or promotional opportunities in relation to the Ticket(s).

For the avoidance of doubt, no branding, which may be aimed at promotional or marketing purposes whatsoever, may be displayed by any Ticket Holder at the Stadium.

7.5. Ticket(s) acquired or used in breach of Article 7 and/or Article 12 of these Terms and Conditions shall be void and any person seeking to use such Ticket(s) will be deemed a trespasser and will be refused entry or be evicted from the Stadium with no right to a refund, and may be liable to further legal action. Any unauthorised sale or transfer of the Ticket(s) may be reported to the police.

8. Entrance to the Stadium

- 8.1. Access to the Stadium will be permitted during such hours as published on the UEFA website at <u>www.europeanfans.vivaticket.it</u>.
- 8.2. Entrance to the Stadium shall be:
 - a. subject to compliance with:
 - i. these Terms and Conditions;
 - ii. the Stadium Regulations;
 - iii. all applicable laws (whether statutory or otherwise and including health and safety requirements) governing access or presence at the Stadium, attendance at the Match, use of the Tickets, general safety certificate and any special safety certificate applying to the Stadium, issued by any authority that has jurisdiction or authority in relation to the holding of the Match at the Stadium; and
 - b. authorised upon presentation of a valid Ticket per person (regardless of age) and, upon request, proof of identity with valid photograph and signature (passport or national identity card). Ticket Holders leaving the Stadium will not be re-admitted.

9. Conduct at the Stadium

- 9.1. For safety and security purposes, all persons attending the Match, if and when so requested by stewards, safety personnel and/or any other legally authorised persons representing the organiser of the Match, shall:
 - a. produce a valid Ticket together with proof of identity with valid photograph and signature (passport or national identity card);
 - submit to inspections, body checks and examinations including through the use of technical aids – to ensure that they are not in possession of dangerous, prohibited or unauthorised items. Safety personnel, stewards or police shall be entitled to search any person's clothing and his/her belongings; and
 - c. comply with all instructions and guidelines issued by such persons.
- 9.2. The Stadium Regulations contain detailed lists of prohibited items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein. Abbreviated versions of these Terms and Conditions and/or the Stadium Regulations, or simple icons illustrating prohibited items or conduct, may also be included on the Ticket and must be fully complied with by the Ticket Holder.
- 9.3. Without limitation, it is strictly forbidden to do any of the following inside the Stadium:
 - a. occupy or access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Ticket category held by the Ticket Holder;

- b. restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits; and/or
- c. engage in any other conduct which may endanger any person at the Stadium.
- 9.4. Fans supporting the teams participating in the Match may not be segregated at the Stadium and each Ticket Holder will be required to behave responsibly and in line with the safety and security guidelines communicated by the Host Association.

10. Sound and Image Recordings

- 10.1. Ticket Holders attending the Match at the Stadium, consent to being photographed, filmed or taped by UEFA, the Host Association and/or the Stadium Owner, and/or any third parties appointed thereby, which shall have the right to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration, the Ticket Holder's voice, image and likeness by means of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.
- 10.2. Ticket Holders shall not take, record and/or transmit any sound, image and/or description of the Stadium or the Match (as well as any result and/or statistics of the Match) other than for his/her exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Stadium for any commercial purposes). It is strictly forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, picture, image, data, description, result and/or statistics of the Match in whole or in part, or to assist any other person(s) conducting such activities. Copyright, database rights and any other intellectual property rights in any unauthorised recording or transmission under this clause is assigned (by way of present assignment of future rights) to UEFA. Ticket Holder's further agree (if and whenever required to do so by UEFA) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to UEFA absolutely and free of all encumbrances and other charges.

D. <u>MISCELLANEOUS</u>

11. Liability

- 11.1. In the event that UEFA, the Host Association and/or the Stadium Owner is in breach of their obligations (under these Terms and Conditions or otherwise), UEFA, the Host Association and/or the Stadium Owner shall only be responsible for such loss or damage suffered by the Ticket Holder which was reasonably foreseeable as a result of the breach. UEFA, the Host Association and/or the Stadium Owner shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time the Applicant entered into a contract pursuant to these Terms and Conditions.
- 11.2. Notwithstanding Article 11.1, UEFA, the Host Association and/or the Stadium Owner is not liable for any business losses and UEFA, the Host Association and/or the Stadium Owner will have no liability to any Ticket Holder for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3. In any event, to the maximum extent permitted by law, UEFA, the Host Association and/or the Stadium Owner hereby exclude any liability for loss, damage or injury to a Ticket Holder and/or their property, including (but not limited to) any indirect or consequential loss or damage, including (but not limited to) loss of enjoyment or travel

or accommodation costs, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

- 11.4. UEFA, the Host Association and/or the Stadium Owner shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 11.5. Notwithstanding any provision in these Terms and Conditions, UEFA, the Host Association and/or the Stadium Owner does not seek to exclude or limit their liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by the UEFA's, the Host Association's and/or the Stadium Owner's negligence or the negligence of any of their officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by law.
- 11.6. Nothing stated or implied in these Terms and Conditions will affect the Ticket Holder's statutory rights.

12. Unauthorised Spectators

- 12.1. Ticket Holders are permitted to attend the Match only provided that they are not an Excluded Person.
- 12.2. For the purpose of this Article 12, "Excluded Person" means:
 - a. any person banned by the Host Association from membership of the fan club for the national football team (or banned from any equivalent official supporters club by a football governing body in any jurisdiction in the World);
 - b. any person subject to a football banning order pursuant to a conviction under the Laws of Italy;
 - c. any person banned by UEFA, FIFA, any football governing body or otherwise, from travelling to or attending an association football match;
 - d. any person banned by UEFA, the Host Association and/or the Stadium Owner from attending events at the Stadium; and
 - e. any person who has breached or is in breach of these Terms and Conditions.

13. Privacy

- 13.1. By purchasing Tickets the Buyer:
 - a. acknowledges and agrees that the personal data provided during the Ticket purchase process (and, if applicable, the personal data of his/her Guest(s)) submitted pursuant to these Terms and Conditions and the terms and conditions of the Ticket Seller are processed by the Ticket Seller and transferred to the Host Association and will be entered into a database owned by the Host Association for the purposes of the organisation and running of the Tournament and/or Match (in particular in connection with the Ticket sales and/or any relevant safety and security measures), and
 - b. warrants that, if applicable, he/she has obtained the consent of his/her Guest(s) for the processing of their data for the purposes specified in point a. above.
- 13.2. The Buyer acknowledges that the Host Association may transfer the Buyer's personal data, and if applicable, the personal information of his/her Guest(s), to UEFA and/or the Stadium Owner (and their agents), for the purposes set out above. Furthermore, provided that the Buyer has specifically granted his/her consent during the Ticket purchase process, his/her personal data can be used to provide him/her (or his/her

Guest) with information on products, services, commercial activities and events of UEFA and/or its commercial partners.

- 13.3. Personal data provided by the Buyer during the Ticket purchase process is stored and processed in accordance with the Ticket Agent's privacy policies. These policies can be found at: www.vivaticket.it/eng/aboutus/privacy.
- 13.4. By providing their personal information during the Ticket purchase process, each Buyer acknowledges and agrees, and shall ensure that their Guest(s) acknowledges and agrees, that they have understood, accepted, and will comply with this Article 13

14. Unforeseen Circumstances

- 14.1. UEFA, the Host Association and/or the Stadium Owner reserve the right to make alterations to the time, date and location of any Match and/or the Tournament due to unforeseen extraordinary circumstances: force majeure, safety and/or security reasons or other decisions made by any competent authority which have a major impact on any Match and/or the Tournament being played at the Stadium.
- 14.2. In the event of cancellation, abandonment, postponement or replaying of any Match and/or the Tournament, the Buyer will be bound by the refund policy adopted by the Ticket Seller.
- 14.3. Subject to the foregoing and Article 11, UEFA, the Host Association and/or the Stadium Owner will not have any liability to the Ticket Holder on account of any such cancellation, abandonment, postponement, replay or other failure or deficiency in the conduct of any Match and/or the Tournament.

15. Severability and Amendment

- 15.1. In case of any change to the Terms and Conditions (if necessary to ensure proper and safe staging of the Tournament) at the Stadium, the Ticket Seller will notify Buyers of such changes and Buyers will have the choice to consent to such changes or to withdraw his/her application or withdraw from the agreement concluded with the Ticket Seller.
- 15.2. Should any provisions of the Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of the Terms and Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.

16. Authentic Text

16.1. Terms and Conditions have been drafted in the English language and translated into Italian. In the event of any discrepancy between the English and the translated version, the English version shall prevail.

17. General

- 17.1. The Buyer consents to these Terms and Conditions on behalf of themselves and on behalf of his/her Guest (i.e. Buyer shall ensure that his/her Guest understands, agrees with and will conform to the Terms and Conditions).
- 17.2. These Terms and Conditions and the terms and conditions of the Ticket Seller constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Terms and Conditions or the terms and conditions of the Ticket Seller which is not already set out in these Terms and Conditions or the terms and conditions or the terms and conditions of the Ticket Seller which is not already set out in these Terms and Conditions or the terms and conditions of the Ticket Seller.
- 17.3. These Terms and Conditions are governed by the laws of Italy. The parties agree that the courts of Italy, or that of the place of residence or domicile of the Buyer if the latter

qualifies as a consumer, have exclusive jurisdiction to settle any dispute arising under or in connection with these Terms and Conditions.

18. Contact

Any information requests about the ticketing sales process should be addressed to the Ticket Seller:

By <u>phone</u> to the following paid number 0039 892.234

By completing and submitting the online form at: <u>https://uefaeurounder21.vivaticket.it/eng/assistenza (English version)</u>