

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 rooms (“**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.

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 5.6 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 may alternatively 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 may require MATCH Hospitality to provide the names 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. 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

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. **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.

5.2. 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.

Therefore, 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 Customer's use of the Client Rooms even if they are caused by MATCH Hospitality's negligence , (other than wilful misconduct or gross negligence) unless MATCH Hospitality are in breach of a material contractual duty. MATCH Hospitality shall not be liable in the event of gross negligence of the Accommodation Providers as MATCH Hospitality's suppliers unless there is a breach of a material contractual duty under these Accommodation Sales Regulations and the Confirmation of Purchase.

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.

- 5.3. **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. 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).
- 5.4. **Warranty:** Except to the extent otherwise expressly provided for in this Section 5.4, 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.
- 5.5. **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...

- 5.6. **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 sequestrated 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.
- 5.7. **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.
- 5.8. **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.
- 5.9. **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.
- 5.10. **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, 24th Floor,
Street 810-Majlis Al Taawon St, Zone 60,
West Bay, Doha, Qatar

E-Mail Address: accommodation@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.

- 5.11. **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.

- 5.12. **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.

- 5.13. **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.

- 5.14. **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 5.10 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.

- 5.15. Subject to Section 5.8, 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.
- 5.16. **Governing Law:** the Customer's Confirmation of Purchase and these Accommodation Sales Regulations shall (subject to Section 5.8 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.
- 5.17. **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.
- 5.18. **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 5.17 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 5.17.
- 5.19. **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.
- 5.20. **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 Saferpay 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 rooms 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, 24th 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.