

FIFA World Cup Qatar 2022™
OFFLINE ACCOMMODATION SALES REGULATIONS

These Accommodation Sales Regulations apply between the client (“**You**”) and MATCH Hospitality WLL (“**us**”), a company incorporated and registered in Doha, Qatar with company number 150991 and relate to the booking of overnight lodging rooms (“**Sleeping Rooms**”) in connection with the FIFA World Cup Qatar 2022™ (“**The Event**”).

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

1. RESERVING AND BOOKING THE SLEEPING ROOM(S)

- 1.1. **Making the Initial Reservation:** An Order constitutes your binding offer to us for the purchase of the reserved Sleeping Rooms as identified in such Order (the “**Client Rooms**”) on the terms outlined in these Accommodation Sales Regulations. All Orders must be signed by you (or your authorised representative) and may be accepted or rejected by us in accordance with Section 1.4. Any Sales Document provided by us for you to sign and complete will not under any circumstances constitute an offer by us.
- 1.2. **Delivery of Order:** You are responsible for the delivery of your Order to us in a complete, undamaged and unaltered state. Incomplete, damaged or altered Orders may be rejected by us. We shall not be responsible or liable in any way to you or any third party for Orders which are lost, misplaced, rejected or whose delivery to us is delayed.
- 1.3. **Authority to Sign:** If any Order is received by us (whether from any corporate or other legal entity), we shall be entitled to rely on the signature applied to the Order (or where appropriate any other acceptance method recognised by us) as evidence that the relevant signatory party has full legal authority to sign on your behalf and that, if appropriate, all relevant approvals have been obtained.
- 1.4. **Confirmation of Purchase:** If we elect to accept an Order, this shall only occur when we issue you with our written confirmation and acceptance of your Order (“**Confirmation of Purchase**”), at which point your right to the Client Rooms pursuant to these Accommodation Sales Regulations shall come into effect (“**Confirmed Rooms**”). We shall use reasonable endeavours to accept or reject any Order as soon as reasonably possible, and notify you accordingly
- 1.5. **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 Sales Document.
- 1.6. **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 us. We will therefore allocate Client Rooms (subject to availability) only where we are 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 our satisfaction.
- 1.7. **Onward Sale of Client Rooms and Room Rates:** You agree that in any onward sale by you of Client Rooms you will not charge the buyer an amount greater than the FIFA World Cup Rate applicable to such Client Rooms. You will further stipulate in your terms of business with your own customers that the Client Rooms are not under any circumstances for onward resale. The FIFA World Cup

Rate for the Client Rooms is the rate at which rooms at the same property and of the same room type are listed in the accommodation brochure issued by MATCH Hospitality and/or on MATCH Hospitality's on-line webshop, or as confirmed to you by us upon your written request (the "**Maximum Selling Rate**").

- 1.8. **Revised Confirmation of Purchase:** Following the Confirmation of Purchase you may wish to request additional Sleeping Rooms at the same property or reduce the number of Confirmed Rooms in accordance with Section 3 below. Where you submit a request for additional Sleeping Rooms in writing we will, subject to availability, issue you with a revised Confirmation of Purchase ("**Revised Confirmation of Purchase**") which will include the updated details of all Confirmed Rooms contracted by you following your request, followed by invoices reflecting these adjustments. Where you reduce the number of Confirmed Rooms in accordance with Section 3, we will likewise issue you with a Revised Confirmation of Purchase, detailing all relevant adjustments and any applicable Processing Fee and Cancellation Fee. Any Revised Confirmations of Purchase issued by us in accordance with your requests will be considered fully binding on both parties and regulated by these Accommodation Sales Regulations in the same way as the Confirmation of Purchase, which shall be superseded by the Revised Confirmation of Purchase. You should therefore check the Revised Confirmation of Purchase carefully and without delay, to ensure all details are in accordance with your submitted request.

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

- 2.1. **The Order Total and Payment Currency:** Subject to any cancellations in accordance with these Accommodation Sales Regulations, you agree to be invoiced in US Dollars "**USD**" and to pay in USD for the total amount set out in the Confirmation of Purchase or any Revised Confirmation of Purchase ("**Order Total**") and as invoiced by us and payable by you in USD in accordance with these Accommodation Sales Regulations. We acknowledge that (subject to Section 2.5.e) this amount shall include all applicable taxes, duties, levies and charges at the prevailing rate.
- 2.2. **Incidental Charges:** The Order Total does not cover, and we shall not under any circumstances be responsible for, any incidental charges incurred by or on behalf of the person(s) using the 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. You or your 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.
- 2.3. **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 you from us, such service is subject to terms and conditions to be defined separately.
- 2.4. **MATCH Hospitality Additional Accommodation Services:** MATCH Hospitality Additional Services comprise certain services and benefits which we **and not the Accommodation Provider** provide and which prices form part of the Order Total. 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 your accommodation can be reported at your earliest convenience in order for us to assist in the problem's resolution.
 - (ii) **Emergency Ground Support** – in emergency situations, our 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 our online website for the purchase of inventory, and additional group sales customers (on request) are provided with access to our client portal to assist in the management and the fulfilment of their accommodation purchases. Please contact our Sales Team for more details.

- 2.5. **Payment Schedule:** you agree to pay as follows (in USD in accordance with these Accommodation Sales Regulations) for all Confirmed Rooms together with any appropriate Cancellation Fees and Processing Fees as set out in Sections 3.2, 3.3, 3.4, 3.5 and 3.6 (the “**Total**”):
- a. 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 within 15 days from issue of the Confirmation of Purchase;
 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.
 - b. When the Confirmation of Purchase is issued between 01 May 2021 and 31 December 2021, payment will be due and payable in three (3) instalments:
 1. thirty percent (30%) being due and payable within 15 days from issue of the Confirmation of Purchase;
 - 2.. a further thirty percent (30%) being due and payable on or before 31 January 2022; and
 4. a further forty percent (40%) being due and payable on or before 01 July 2022.
 - c. When the Confirmation of Purchase is issued between 01 January 2022 and 30 June 2022, payment will be due and payable in two (2) instalments:
 1. sixty percent (60%) being due and payable within 15 days from issue of the Confirmation of Purchase; and
 - 2.. a further forty percent (40%) being due and payable on or before 01 July 2022.
 - d. When the Confirmation of Purchase is issued after 01 July 2022, you shall pay the Total in full in one (1) instalment by no later than 01 August 2022 or immediately upon receipt of invoice.
 - e. We reserve the right to include adjustments to the Total caused by changes in the applicable VAT or tax rates, duties, levies or charges from those prevailing at the time of the Confirmation of Purchase or the Revised Confirmation of Purchase and which may be charged retrospectively.
 - f. Any and all bank or wire payments, currency conversion, currency exchange control, credit card charges or other charges incurred by you 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.
 - g. Cancellation Fees and Processing Fees will be invoiced in full and separately from the payment schedule above. The applicable amount will be determined in accordance with Section 3.5 and 3.6 below.
 - h. Invoices in respect of the above payments will be issued by us to you no more than forty-five (45) days prior to the due payment dates.
- 2.6. **Payment Arrangements:** your payments to us shall be made to the bank account indicated by us on the invoice. Any payments made by you to us shall not be considered to be effected until cleared funds have been received in the nominated bank account. You acknowledge that any payment we receive from you may be applied in our discretion towards payment of any sums due from you under this or any other Confirmation of Purchase or invoice.
- a. **Late Payment:** If full payment of any amount due to us under this or any other Confirmation of Purchase or any Revised Confirmation of Purchase has not been received by the due date

and we have not received payment from you fifteen (15) days after serving notice to you requesting such payment, we shall be entitled to:

- i) Charge you 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 our obligations under the Confirmation of Purchase, Revised Confirmation of Purchase and/or these Accommodation Sales Regulations,
- iii) claim for all further losses, damages and costs suffered by us as a result of non-payment and/or late payment; and
- iv) Apply our termination rights pursuant to Section 6.6 below.

2.7. **Fulfilment:**

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

- 2.8. **Data:** The Accommodation Provider may require us to provide the names and contact details of you and/or your guests in order to verify those who will be using the Confirmed Rooms. You acknowledge and agree that you will provide this information to us on request and that we may use, process and store such data for this purpose and provide it to the Accommodation Provider. You acknowledge your responsibility to obtain the written consent of each of your 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 our Privacy Policy available at www.match-hospitality.com.

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

- 3.1. **Cancelling a Client Room on or before the Order Date:** Until your Order is received by us ("the **Order Date**") you may cancel any or all of the Client Rooms without charge. Until we have submitted the Confirmation of Purchase (the "**Confirmation of Purchase Date**"), we may decline to accept your Order.
- 3.2. **Cancelling Confirmed Rooms after the Confirmation of Purchase Date:** Depending on when you cancel the Confirmed Room after the Confirmation of Purchase Date, you will become liable to pay the Processing Fee as defined at Section 3.5 below and/or the cancellation fees as set out in Section 3.6 below, as applicable (the "**Cancellation Fee**").
- 3.3. **Contract Value:** The contract value shall be the total value for the Confirmed Rooms as specified in the relevant Order Total (or Order Totals in the event that you have more than one Confirmation of Purchase or Revised Confirmation of Purchase at the same accommodation establishment), calculated on an accommodation establishment by accommodation establishment basis and adjusted in accordance with the Attrition Schedule appearing at Section 3.6 below ("**Contract**

Value”). The **“Permissible Attrition”** shall be the percentage (indicated in Section 3.6 below) of the Contract Value which you are permitted to cancel without payment of a Cancellation Fee. The **“Excess Value Cancelled”** shall be the amount cancelled above the Permissible Attrition, for which a Cancellation Fee applies in accordance with Section 3.6 below.

- 3.4. Any Cancellation Fees and Processing Fees payable by you shall be established by reference to the Contract Value, and then invoiced to you in USD.
- 3.5. **The Processing Fee:** If you cancel Confirmed Rooms after the Confirmation of Purchase Date you shall pay to us a Processing Fee equal to one percent (1%) of the total Contract Value (as defined in Section 3.3) relating to all cancelled Confirmed Rooms (the **“Processing Fee”**). The Processing Fee shall not be applied for those Confirmed Rooms where a Cancellation Fee of one hundred percent (100%) is due. For any Excess Value Cancelled, you will pay the Cancellation Fee indicated in Section 3.6 in addition to the Processing Fee, which shall not detract from our right to claim any additional damages from you which we may suffer as a result of your breach of these Accommodation Sales Regulations.
- 3.6. **The Cancellation Fee and Attrition Schedule (Partial Cancellation):** After the Confirmation of Purchase Date and depending on when we receive notification of your cancellation, you will be liable to pay a Cancellation Fee as follows. On an accommodation establishment by accommodation establishment basis, you may cancel without charge, other than the Processing Fee, the percentage of the Contract Value indicated in the following subsections (Permissible Attrition). For any Excess Value Cancelled you shall pay the Processing Fee plus the Cancellation Fee indicated in the following subsections;
- a. Between the Confirmation of Purchase Date and the following Attrition Deadline Date in the schedule below, you may cancel up to the percentage of the total Contract Value of the Confirmed Rooms held as of the Confirmation of Purchase Date as per schedules detailed below. You shall pay a Cancellation Fee equal to the defined penalty percentage of the Excess Value Cancelled as per schedules detailed below;
 - b. During the period following an Attrition Deadline Date and up to and including the next Attrition Deadline Date appearing in the schedule below, you may cancel up to the identified Permitted Attrition percentage of the total Contract Value of the Confirmed Rooms held as of the last previous attrition deadline date as per schedules detailed below. You shall pay a Cancellation Fee equal to a defined penalty percentage of the Excess Value Cancelled as per schedules detailed below;
 - c. Permissible Attrition is the relevant percentage designated below of the overall value of the Confirmed Rooms still reserved by you. Such overall value takes into account any previous reductions applied by you having exercised your attrition rights in the schedule below.

Attrition Deadline Date	Permissible Attrition Based on Contract Value	Cancellation Fee on Excess Value Cancelled (Penalty)
15 January 2022	30%	20%
15 June 2022	20%	30%
01 August 2022	10%	50%
After 01 August 2022	0%	100%

- d. After the last attrition deadline stated on the schedule, the booking of all Confirmed Rooms shall be FINAL and you shall pay one hundred percent (100%) of the total Contract Value for any Confirmed Room which is cancelled.

Subject to our rights under paragraph one of Section 2.6, in the event that you cancel any Confirmed Rooms and incur a Cancellation Fee and/or a Processing Fee we will apply all your previous payments firstly towards these sums, secondly toward payment of any Late Payment Fee and/or any amount due in accordance with Section 2.6 and thereafter toward payment of your remaining Confirmed Rooms. Any balance remaining will be refunded directly to you.

Client Rooms sold subject to a Minimum Stay Requirement cannot be cancelled in such a way as to result in your holding Confirmed Rooms on any peak night that are greater in number to the Confirmed Rooms held on the other nights in the original minimum stay reservation.

- 3.7. If you cancel Confirmed Rooms after the time when the sale of all Confirmed Rooms has become FINAL in accordance with Section 3.6(d) above, you shall have the opportunity to receive a refund from us of eighty percent (80%) of the Contract Value conditional on us being able to re-sell the Confirmed Rooms in question.
- 3.8. In circumstances where you hold Confirmed Rooms which are no longer required for the benefit of those attending matches of the FIFA World Cup Qatar 2022™ using Hospitality Packages for the Event that have been officially purchased from us ("**Surplus Confirmed Rooms**"), you shall exercise your above attrition rights to return such Surplus Confirmed Rooms to us. You will not under any circumstances sell, transfer or otherwise dispose of such Surplus Confirmed Rooms.

4. CREDIT NOTES

- 4.1. Credit notes will be issued no more than forty-five (45) days prior to the final payment date under Section 2.5 above, the only exception being where you have cancelled your Confirmation of Purchase and any Revised Confirmation of Purchase in full, in which case the relevant credit note will be issued immediately following your notification to us of such cancellation.
- 4.2. Any credit due to you will be established as a USD amount by reference to the Confirmation of Purchase and any Revised Confirmation of Purchase and any reduction to the Contract Value.

5. 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.

5.1. 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.

5.2. For the avoidance of doubt the provisions of clause 5.1 shall not apply to any Resellers.

6. MISCELLANEOUS

6.1. **Our liability to you:** In order to supply the accommodation under these Accommodation Sales Regulations, we have contracted with third party suppliers which we will take reasonable care and skill to ensure are reputable. Our role after that point is to secure your booking at the accommodation establishment and although we will try to resolve matters where the Accommodation Provider has not complied with any of its obligations, we emphasise that we do not have control over or responsibility for the actual services provided to you by the Accommodation Provider or for the actions of it or its employees.

6.2. We do, however, accept liability where we or our staff, have not properly performed our contracted obligations except where such failure / improper performance arose:

- a. due to the acts and / or omissions of the person(s) affected;
- b. due to acts and / or omissions of a person unconnected with the provision of your contracted services and in circumstances beyond our control;
- c. due to any event which was beyond our control and which we or the supplier of the service could not have forestalled or foreseen even with all due care.

Therefore, we shall not be liable for any loss, costs, expenses, fines, liabilities, direct or indirect damage, including any extrinsic, special, penal, punitive, exemplary or consequential damage or damages of any kind whatsoever ("**Damage**") or howsoever caused in connection with your use of the Client Rooms even if they are caused by our negligence (other than wilful misconduct or gross negligence), unless we are in breach of a material contractual duty. We shall not be liable in the event of gross negligence of the Accommodation Providers as our suppliers unless there is a breach of a material contractual duty under these Accommodation Sales Regulations and the Confirmation of Purchase and/or the Revised Confirmation of Purchase.

We shall (other than arising from our wilful misconduct or gross negligence) not be liable for any Damages that are untypical and unforeseeable under these Accommodation Sales Regulations and the Confirmation of Purchase and/or the Revised 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, you confirm that you and each of your guests voluntarily assume all risks related to exposure to Covid-19. You further acknowledge and accept that it and each of your 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 you or your guests to a refund or any other form of compensation.

- 6.3. **Your liability to us:** Although we arrange your reservation with the Accommodation Provider(s), we cannot be held responsible for the acts and omissions of you and any of the Voucher holders who use the Confirmed Rooms allocated to you. In the event of any claim, cost or expense arising against us in respect of any such act or omission including any claim initiated against us by any of your guests who use the Confirmed Rooms, you confirm that you will fully indemnify us and bear the responsibility for this, either by settling and paying for such claims, fines, costs or expenses or, if you dispute any such claim, fine, cost or expense, that you will be responsible for the costs arising in defending such a claim including our own reasonable costs (if any).
- 6.4. **Warranty:** Except to the extent otherwise expressly provided for in this Section 6.4, and to the extent permissible by law, we provide no warranties, whether express, tacit or implied, arising by operation of law or otherwise, in respect of any of the services provided to you. We specifically disclaim any implied warranties of fitness for a particular purpose or merchantability. Your primary rights in the event the Accommodation Provider services are not performed properly in accordance with these Accommodation Sales Regulations and the Confirmation of Purchase and the Revised Confirmation of Purchase, shall be our assigning of our warranty claims, if any, against the respective Accommodation Provider to you. In any case the warranty shall be limited to the Accommodation Provider services being in accordance with the specification given by us.
- 6.5. **Amendments:** To the extent permitted by applicable law we 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 you notice of any such amendments by e-mail. You may not amend or alter these Terms and Conditions without our prior written agreement.
- 6.6. **Term and Termination:** These Accommodation Sales Regulations shall apply to all transactions between us. You may terminate these Accommodation Sales Regulations by notice in writing in the event that we commit any serious breach of its material terms and fail to remedy such breach within five (5) business days. We shall be entitled to terminate these Accommodation Sales Regulations and/or recall any or all Confirmed Rooms by notice in writing to you and to apply the Cancellation Fees and Processing Fees referred to at Sections 3.2, 3.3, 3.4, 3.5 and 3.6 above if: (a) you commit an irremediable breach, or a remediable breach and fail to remedy it within fifteen (15) days of receipt of notice of said breach requiring remedy of same; (b) you make any voluntary surrender or arrangement with your creditors or become subject to an administrative order or (being an individual or firm) are sequestered or become bankrupt or (being a company) go into provisional or final liquidation or placed under judicial management (otherwise than for the purpose of solvent amalgamation or reconstruction) or are placed under any other similar or replacement regime covered from time to time by Swiss insolvency law or cease or threaten to cease to carry on business or an encumbrancer takes possession or a receiver is appointed to any of your property or assets or if we reasonably apprehend that any such event is about to occur and notify you accordingly.
- 6.7. **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 your rights nor our rights under these Accommodation Sales Regulations will be deemed to have been waived by any act or conduct on either your or our part, or by any neglect to exercise or enforce such right or power or by any delay in doing so. The rights and powers that are given to either of us

under these 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.

- 6.8. **Assignment:** The Accommodation Sales Regulations that apply on each Confirmation of Purchase are personal to you and you may not assign, transfer, subcontract or otherwise part with any benefits or obligations without our prior written consent, nor may you assign or transfer the right to use any of the Confirmed Rooms without our 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 you do allow someone else to use the Confirmed Rooms in accordance with this Clause then you agree to ensure that these Accommodation Sales Regulations will apply to that person also. We may assign these Accommodation Sales Regulations together with all respective rights and obligations hereunder to any of our subsidiary or associated companies and in the event we do so will notify you in writing, and the 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.
- 6.9. **Independent Contractors:** For the avoidance of any doubt, you and ourselves shall each be and remain independent contractors with respect to each other and with respect to all rights obtained and services performed. Nothing herein shall be construed to:
- a. Constitute you and ourselves as partners, joint ventures or co-owners;
 - b. Constitute you or us as the agent, employee or representative of the other;
 - c. Empower you or us to act for, bind or otherwise create or assume any obligations on behalf of the other.
- 6.10. **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 us:

MATCH Hospitality WLL
Tornado Tower Building No. 17, 24th Floor,
Street 810-Majilis 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 us in writing to you.
 - b. If intended for you, at the address provided by you and given on your Order or to such other address as may be designated by you in writing to us.
- Such notices, demands or other communications shall be deemed given within five (5) days of posting and upon the date of faxing 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.
- 6.11. **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.

- 6.12. **Binding Agreement:** Both you and we intend to rely upon the written terms set out here in these Accommodation Sales Regulations and in the Confirmation of Purchase and any Revised Confirmation of Purchase. If either party requires any changes which are agreed by the other, both parties should make sure to ask that these be put in writing. **BOTH PARTIES ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING DOCUMENT. BEFORE AGREEING TO THE SALES DOCUMENT YOU SHOULD READ IT CAREFULLY AND ENSURE THAT IT CONTAINS EVERYTHING YOU WANT AND NOTHING YOU ARE NOT PREPARED TO AGREE TO.**

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.

- 6.13. **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.
- 6.14. **Resolution of Complaints:** If you encounter a problem in relation to the services being supplied you should immediately inform the Accommodation Provider and also our own representative who will do what they can to resolve matters to your satisfaction. If the difficulty is not resolved at the time to your satisfaction you must ensure that you contact us in writing no later than twenty-eight (28) days after your return at the address provided to you in Section 5.10 above. If you fail to advise us and/or the supplier promptly about such difficulties this may affect our ability to properly look into and resolve this matter for you.
- 6.15. Subject to Section 6.8, these Accommodation Sales Regulations shall be governed and interpreted in accordance with the Law of the State of Qatar. The parties shall endeavor in good faith to resolve any dispute arising from, and/or in connection with these 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.
- 6.16. **Governing Law:** your Confirmation of Purchase, any Revised Confirmation of Purchase and these Accommodation Sales Regulations shall (subject to Section 6.8) 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.
- 6.17. **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 our staff), riot or civil disorder, acts of terrorism, curtailment of transportation facilities (to the extent such curtailment was beyond our reasonable control), inclement weather, the rescheduling or cancellation of the Event, its being held "behind closed doors", or its being relocated to another venue or any other emergencies beyond the affected party's control making it illegal or impossible to perform its obligations under these 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 we recover monies from the Providers we will refund such monies to you and we will use our reasonable efforts to obtain such recovery.

- 6.18. **Insurance:** you are responsible for (and we strongly recommend you do so) arranging and obtaining your own travel insurance (including cancellation insurance) in respect of all issues arising out of these Accommodation Sales Regulations including in particular Section 6.17 above. We cannot be responsible for any losses incurred by you arising from a Force Majeure event to the extent we are unable to recover such monies as set out at Section 6.17.
- 6.19. **No Commercial Use of Transaction; Commercial Identification Prohibition:** We have no right to grant and you shall not use commercial identification rights of any kind relating to the FIFA World Cup Qatar 2022™ or the services described therein. All such commercial identification rights must be granted by FIFA.