

# Ticket Terms of Use

effective from 17 January 2022

## 1. Purpose and applicability of these Ticketing Terms of Use

- 1.1. These Ticket Terms of Use (“**Terms of Use**”) apply to each official ticket (“**Ticket**”) for an official match (“**Match**”) of the FIFA World Cup Qatar 2022™ football tournament (“**Competition**”) organised by Fédération Internationale de Football Association, having its domicile in Zurich, Switzerland (“**FIFA**”).
- 1.2. A Ticket may only be used by a person who purchases or otherwise receives the Ticket (“**Ticket Purchaser**”) directly from FIFA Ticketing AG, a Swiss domiciled company (“**FIFA Ticketing**”), or any third party authorised by FIFA or FIFA Ticketing to sell Tickets, and those associated individuals to whom a Ticket Purchaser is expressly authorised by FIFA Ticketing to distribute their Tickets, such as invited guests. “**Ticket Holder**” shall mean each Ticket Purchaser and each individual to whom the Ticket Purchaser validly distributes their Tickets.
- 1.3. By accepting, purchasing or using a Ticket, a Ticket Holder unconditionally and irrevocably agrees to be legally bound by and comply with these Terms of Use at all times. Each Ticket Purchaser shall ensure that each Ticket Holder for whom they purchase or otherwise provide a Ticket is made aware of, agrees, and complies at all times with these Terms of Use. Each Ticket shall remain at all times the property of FIFA Ticketing. Notwithstanding that Tickets may only be used by a Ticket Holder, any other individual who accepts, possesses or uses a Ticket is also subject to and bound by all restrictions applicable to Ticket Holders set out under these Terms of Use.
- 1.4. Tickets obtained from any source that is not expressly authorised by FIFA Ticketing are not valid and will not be accepted. Authorised ticket sources will be listed by FIFA Ticketing from time to time on [www.FIFA.com/tickets](http://www.FIFA.com/tickets) (“**Ticketing Website**”). Any individual attempting to use a Ticket is responsible for ensuring the Ticket is valid and may be required, upon request, to verify that they have obtained the Ticket through an authorised source. If an individual attempting to use a Ticket fails to verify to the satisfaction of FIFA Ticketing that they have obtained their Ticket through an authorised source, they may be refused entry to a Stadium (or may be removed from a Stadium) and may have their Ticket cancelled without notice.
- 1.5. Each Ticket Holder is also legally bound by and shall comply with FIFA’s rules governing Stadium safety, security and conduct (“**Stadium Code of Conduct**”) when attending a Match, the terms of which shall be deemed incorporated herein. The Stadium Code of Conduct will include a list of prohibited behaviours and items that a Ticket Holder may not bring into a Stadium and will be made available on the Ticketing Website prior to the start of the Competition. Under the Stadium Code of Conduct, each Ticket Holder will be required to follow all applicable laws, regulations, orders and instructions given by FIFA, FIFA Ticketing, FIFA World Cup Qatar 2022 LLC (“**Q22**”), stadium security and local authorities whilst inside the Stadium.
- 1.6. These Terms of Use and the Stadium Code of Conduct may be modified or revised by FIFA or FIFA Ticketing at any time by providing an updated version of the Terms of Use or the Stadium

Code of Conduct on the Ticketing Website. Ticket Holders should visit the Ticketing Website periodically to review the latest versions of the Terms of Use and the Stadium Code of Conduct.

- 1.7. These Terms of Use govern the use of Tickets. The purchase (or complimentary receipt) of Tickets is governed by separate terms and conditions, which may differ depending on the category of purchaser (*e.g.* group sales customer or general public customer) or the type of product being purchased (*e.g.* hospitality package or individual Ticket) ("**Terms of Sale**").
- 1.8. Any individual who has been banned at any time from attending football matches in any location by law enforcement, sports governing bodies, stadium operators or football match organisers, or any individual deemed a safety or security risk by law enforcement or any other relevant authorities (including, without limitation, private security at a Stadium), may be refused entry to a Stadium (or may be removed from a Stadium) and may have their Ticket cancelled without notice.
- 1.9. TICKET HOLDERS ARE NOT ENTITLED TO ANY REFUNDS OR OTHER FORMS OF COMPENSATION FOR CANCELLED TICKETS OR UNDER ANY OTHER CIRCUMSTANCES UNDER THESE TERMS OF USE. PARAGRAPH 16 OF THESE TERMS OF USE CONTAINS ADDITIONAL INFORMATION REGARDING REFUNDS.
- 1.10. Any Ticket Holder information provided to FIFA Ticketing in connection with the receipt or use of a Ticket is covered by FIFA's Data Protection Policy, available at the Ticketing Website.

## **2. Nature and Use of Tickets**

- 2.1. Each Ticket represents a personal, revocable licence for one person to enter a Competition stadium ("**Stadium**") and occupy a seat to attend the Match specified on the Ticket during the hours designated by FIFA, subject at all times to these Terms of Use.
- 2.2. To enter a Stadium for a Match, a Ticket Holder must present a valid Ticket, in a form authorised and distributed by FIFA Ticketing, at the designated Stadium access point(s). FIFA Ticketing has the right to determine, at its sole discretion, what form of Ticket is required to enter a Stadium (*e.g.* paper ticket, print-at-home ticket, mobile ticket, etc.). Certain distribution methods, such as mobile ticket distribution, may require a Ticket Holder to possess a compatible and fully functional mobile device and download a software application to access and use a Ticket. The use of such software application may require the Ticket Holder to accept separate terms of use applicable to the application.
- 2.3. Every person wishing to attend a Match needs their own Ticket, irrespective of their age. Persons under the age of fifteen (15) years must be accompanied by an adult at all times whilst in the Stadium and its surrounding areas. Parents or legal guardians of any minor under the age of eighteen (18) years using a Ticket are responsible for the conduct of the minor at all times.
- 2.4. Depending on the category of Ticket Purchaser by whom Tickets are purchased, certain Tickets may be personalised to a Ticket Holder, for example by their first and last name. Each Ticket Purchaser is responsible for ensuring Tickets are accurately personalised for each applicable Ticket Holder. A Ticket Holder must be able to demonstrate, to the satisfaction of FIFA or Stadium security, that they are validly entitled to use the respective Ticket, for example by verifying their identity. Acceptable forms of identification will be described from time to time

on the Ticketing Website. If the Ticket Holder is not able to demonstrate their entitlement to use a Ticket, they may be refused entry to the Stadium (or removed from the Stadium) and the Ticket may be cancelled without notice.

- 2.5. The competing teams, seat location, Match date, Match kick-off time, Match duration and Stadium associated with any Ticket may be changed by FIFA at any time. Changes to the location of a seat are also subject to Clause 4 of these Terms of Use and changes to the date or Stadium of a Match are also subject to Clause 12 of these Terms of Use.
- 2.6. Ticket Holders are responsible for arranging, at their own cost, transportation to and from the Stadium as well as any accommodation that they may require. Ticket Holders acknowledge that transportation between Stadiums is subject to delays and that it may be difficult or impossible for a Ticket Holder to attend multiple Matches held at different Stadiums on the same day.
- 2.7. Each Ticket Holder is responsible, at their own cost, for arranging and securing their own travel and entry into and out of the State of Qatar. A Ticket Holder may be required to apply for and obtain a visa or other forms of permission from the State of Qatar or other governmental authorities to travel to Qatar. A Ticket Holder may be required to adhere to prescribed medical measures prior to travel, and upon arrival in, the State of Qatar (see also Clause 13.2). If a Ticket Holder fails to obtain the requisite permissions from the State of Qatar or other governmental authorities or is refused entry to the State of Qatar due to his/her failure to adhere to the prescribed medical measures, the Ticket Holder is not entitled to any form of compensation from FIFA Ticketing or any of the Released Parties.
- 2.8. A Ticket Holder permitted to enter the State of Qatar may also be required to obtain (and present upon entry to a Stadium) a fan identification device ("**Fan ID**") issued by the State of Qatar or other governmental authority in order to attend any Match. Neither FIFA nor FIFA Ticketing is responsible for the issuance of Fan IDs. Without prejudice to the foregoing, FIFA Ticketing may from time to time provide information to Ticket Purchasers via email or the Ticketing Website on how Ticket Holders can apply for a Fan ID. Each Ticket Purchaser shall be responsible for notifying any associated Ticket Holders of the obligation and process by which they can obtain a Fan ID. Any failure to obtain a Fan ID in sufficient time to attend a Match, will not entitle a Ticket Holder to a Ticket refund or any form of compensation.
- 2.9. Ticket Holders must maintain possession of their Tickets (and, if applicable, their Fan ID as described in Clause 2.8) at all times whilst in the Stadium. Ticket Holders who leave the Stadium after entry will not be permitted to re-enter the Stadium except in exceptional circumstances as determined by FIFA in its sole discretion.
- 2.10. A Ticket does not permit a Ticket Holder to park a vehicle at a Stadium.

### **3. Accessibility and Companion Tickets**

- 3.1. The issuance and use of Tickets for disabled people and people with limited mobility ("**Accessibility Tickets**") is restricted to those who meet FIFA Ticketing's eligibility criteria. As part of the application process for Accessibility Tickets the Ticket Purchaser, either on their own behalf or on behalf of another individual in accordance with the Terms of Sale, is required to submit to FIFA Ticketing certain information and/or official documents demonstrating the individual's eligibility for an Accessibility Ticket ("**Proof of Eligibility**"). Any holder of an

Accessibility Ticket (“**Accessibility Ticket Holder**”) has been issued an Accessibility Ticket on the basis that they meet FIFA Ticketing’s eligibility requirements. If FIFA Ticketing determines at any time that the Accessibility Ticket Holder does not meet FIFA Ticketing’s eligibility requirements, including as a result of a misrepresentation in the Proof of Eligibility, FIFA Ticketing may cancel the Accessibility Ticket without notice.

- 3.2. Certain categories of Accessibility Tickets permit the Accessibility Ticket Holder to be accompanied in the Stadium by a companion (“**Companion**”), who is entitled to a complimentary Ticket in accordance with the Terms of Sale (“**Companion Ticket**”). The holder of a Companion Ticket is required to enter the Stadium with the Accessibility Ticket Holder and accompany the Accessibility Ticket Holder at all times whilst inside the Stadium.
- 3.3. In order to enter and remain inside the Stadium, an Accessibility Ticket Holder (or Companion on their behalf) must carry and be able to present their Proof of Eligibility upon the request of FIFA or Stadium security. Failure to do so may result in the cancellation of the Accessibility Ticket (and, consequently, any associated Companion Ticket).
- 3.4. Except as set out in this Section 3, Accessibility Tickets are subject to the same terms as other Tickets under these Terms of Use (including the terms regarding cancellation). If an Accessibility Ticket is cancelled for any reason, any Companion Ticket associated with the cancelled Accessibility Ticket shall automatically be deemed cancelled.

#### **4. Seating**

- 4.1. Each Ticket will be assigned to a specific seat in the Stadium within the seating category to which the Ticket applies (*e.g.* Category 1, Category 2, etc.) (“**Seat Location**”). FIFA Ticketing or the relevant Stadium authorities may determine and change the Seat Location for a given Ticket at any time, including after a Ticket has been purchased and on the date of the Match, provided that the new Seat Location is in the same seating category or a seating category associated with a higher Ticket face value. A Ticket Holder may only sit in the Seat Location assigned to their Ticket unless otherwise instructed by FIFA Ticketing or the relevant Stadium authorities.
- 4.2. The consumption of alcohol within the Stadium by a Ticket Holder is subject to such restrictions as may be determined by FIFA, Stadium security and the laws of the State of Qatar. Such restrictions may include, without limitation, limiting the purchase and/or consumption of alcohol to designated times and/or areas within the Stadium.
- 4.3. Tickets purchased together may be assigned Seat Locations that are not adjacent to or in close proximity to one another. In addition, Tickets that may at one time be assigned Seat Locations that are adjacent to or in close proximity to one another may have their corresponding Seat Locations changed pursuant to Clause 4.1 above to Seat Locations that are not adjacent to or in close proximity to one another.
- 4.4. FIFA Ticketing may at any time reduce the number of Ticket Holders that can attend a Match as a result of safety, security, technical, health or other reasons FIFA Ticketing considers appropriate. In such event, FIFA Ticketing may determine in its sole discretion which Tickets will be cancelled and will notify the Ticket Purchaser of the cancelled Tickets by email. The Ticket Purchaser is responsible for notifying any associated Ticket Holders that their Tickets have been cancelled.

- 4.5. VIEWS OF THE FIELD OF PLAY MAY BE OBSTRUCTED FROM CERTAIN SEATS. FIFA TICKETING MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND THAT THE SEAT LOCATION WILL GIVE A TICKET HOLDER AN UNINTERRUPTED OR UNINHIBITED VIEW OF THE MATCH.

## **5. Stadium Searches of Ticket Holder and Belongings**

To use a Ticket to attend a Match, a Ticket Holder must consent to their person and belongings being searched prior to and/or after entry into the Stadium. If the Ticket Holder refuses to consent to such searches, the Ticket Holder may be refused entry into, or may be required to leave, the Stadium.

## **6. Ticket Transfer Restrictions**

- 6.1. Except as expressly authorised in writing by FIFA Ticketing, or as permitted by these Terms of Use, Ticket Holders shall not, whether physically or online, offer for sale, sell, offer at auctions, give away or otherwise transfer (“**Transfer**”) or attempt to Transfer, or engage a third party to facilitate or solicit offers for the Transfer of their Tickets under any circumstances, including any use or attempted use of Tickets for promotions, incentive programmes, sweepstakes, contests, giveaways or raffles or as part of hotel, flight, hospitality or travel packages. Tickets that have been impermissibly Transferred are not valid and may be cancelled at any time without notice. Tickets may also not be used for any advertising, promotional or other commercial purposes without FIFA Ticketing’s express prior written authorisation.
- 6.2. FIFA Ticketing restricts the Transfer of Tickets for reasons including: (i) Match security; (ii) consumer protection; (iii) avoidance of counterfeit tickets; and (iv) protection of a fair pricing scheme as described in greater detail on the Ticketing Website from time to time.
- 6.3. FIFA Ticketing may, but has no obligation to, permit a Ticket Purchaser to resell their Tickets on a resale platform authorised by FIFA Ticketing, subject to any resale terms determined by FIFA Ticketing, which may include a resale fee. If FIFA Ticketing decides to authorise the resale of Tickets on an authorised resale platform, FIFA Ticketing will provide information about the resale process, platform and terms on the Ticketing Website.
- 6.4. Any actual or attempted Transfer of any Tickets in violation of these Terms of Use may result in civil and criminal fines and penalties.

## **7. Safeguarding of Tickets**

- 7.1. Ticket Holders are responsible for safeguarding their Tickets at all times. FIFA Ticketing is not under any obligation to replace lost, stolen, damaged or corrupted Tickets.
- 7.2. A Ticket Holder presenting a damaged, defective or altered Ticket to attend a Match may be refused entry into the Stadium.
- 7.3. Where applicable, FIFA Ticketing shall provide instructions on using and safeguarding print-at-home Tickets and mobile Tickets on the Ticketing Website, which must be followed at all times.

- 7.4. Ticket Holders acknowledge that the attempted duplication of a Ticket may result in the Ticket Holder being refused entry to (or being removed from) the Stadium and the Ticket being cancelled without notice.

## **8. Image and Likeness Release**

By using a Ticket to attend the Competition, each Ticket Holder grants FIFA and any third party authorised by FIFA the unrestricted right and licence to use worldwide and in perpetuity the Ticket Holder's image, likeness, actions, name, voice and statements in connection with any live or delayed broadcast or other transmission or reproduction of the Competition, in whole or in part, by means of any media existing now or in the future, for any purpose and without compensation, consideration or notification. Each Ticket Holder waives in advance all rights and actions seeking to oppose such use.

## **9. FIFA's Commercial and Intellectual Property Rights**

- 9.1. Each Ticket Holder acknowledges that FIFA is the sole and exclusive owner of the Competition and of all commercial and intellectual property rights relating thereto, including all copyright, trademarks, trade names, trade dress, symbols, logos and emblems. Each Ticket Holder further acknowledges that, other than as may be permitted by existing laws on fair use, the Ticket Holder has no right to use, display or exploit FIFA's commercial and intellectual property rights without FIFA's prior written approval.
- 9.2. Ticket Holders are strictly prohibited from conducting any activities in or around the Stadium, on behalf of themselves or any third parties which, in FIFA's opinion, may directly or indirectly create a commercial association between the Ticket Holder or a third party and FIFA, the Competition (or any part of it) or its commercial affiliates without the authorisation of FIFA, whether by way of an unauthorised use of logos or otherwise ("**Ambush Marketing**"). Ambush Marketing includes, without limitation, marketing, sales, product or sample distribution as well as any promotional or advertising activities of any kind, including wearing, possessing or holding promotional or commercial items without the authorisation of FIFA. Such items may be confiscated by FIFA or Stadium authorities without compensation to the Ticket Holder.
- 9.3. Ticket Holders are strictly prohibited from conducting, or assisting others in conducting, from within the Stadium any form of live transmission, broadcast, streaming or other live dissemination of any audio, still or moving images, or statistics or data relating to any Match or Competition-related event.

## **10. Event Content and Licence**

- 10.1. Any photographs, sounds, videos, other audio, visual or audio-visual material, accounts or descriptions of any Match (such as text, data or imagery) or any other content relating to the Competition which is captured or produced by a Ticket Holder whilst attending the Stadium ("**Event Content**") may only be captured or produced with equipment that is permitted to be brought into the Stadium under the Stadium Code of Conduct and must only be used for personal, non-commercial purposes.
- 10.2. Each Ticket Holder hereby grants to FIFA a worldwide, perpetual, royalty-free, irrevocable licence to use and exploit their Event Content (including all copyright, database rights and any

other intellectual property rights relating thereto) for any purpose whatsoever. The licence granted to FIFA herein shall be exclusive, save in respect of any Event Content used solely by the Ticket Holder for personal, non-commercial purposes, in which case the licence shall be non-exclusive.

- 10.3. Examples of personal, non-commercial purposes may include posting non-live Event Content on the Ticket Holder's personal webpage or social media account, or sharing such Event Content (by means of physical or electronic media) with the Ticket Holder's close friends and family. Personal, non-commercial purposes never include any live dissemination of Event Content prohibited under Clause 9.3 above, using Event Content to promote, sponsor, endorse or sell products or services, or posting or displaying Event Content on any form of physical or electronic media which purports to be affiliated to, associated with or sponsored by FIFA or the Competition. FIFA reserves the right, at its sole discretion, to determine whether any use of Event Content represents a violation of these Terms of Use.
- 10.4. Each Ticket Holder acknowledges that FIFA, at its sole discretion, has the right but not the obligation to enforce its rights in relation to any Event Content.

## **11. Match Details**

- 11.1. The teams playing in a Match are subject to change without notice. No specific players or other individuals are guaranteed to play or otherwise participate in a given Match.
- 11.2. The duration of a Match is not guaranteed, and a Match may be cancelled, stopped prematurely, interrupted or replayed in its entirety for any reasons FIFA considers appropriate, including due to the International Football Association Board (IFAB) Laws of the Game of association football then in force or due to events beyond FIFA's reasonable control.

## **12. Cancellation, Rescheduling, Relocation and Replay of Matches**

- 12.1. **Cancellation.** A Match is cancelled if FIFA determines that a Match will not be played as originally scheduled and FIFA has no intention at the time of cancellation of rescheduling the Match. FIFA has the right to cancel a Match at any time for any reason, including due to events beyond FIFA's reasonable control. Upon cancellation of a Match, all Tickets for such Match shall automatically be cancelled. FIFA Ticketing will notify the Ticket Purchaser by email that a Match has been cancelled. The Ticket Purchaser is responsible for notifying any associated Ticket Holders that the Match has been cancelled.
- 12.2. **Rescheduling.** A Match is rescheduled if FIFA determines that a Match will not be played on the date and/or time originally scheduled and FIFA intends to hold the Match at a new date and/or time. FIFA has the right to reschedule a Match at any time for any reason, including due to events beyond FIFA's reasonable control. If a Match is rescheduled, FIFA Ticketing may determine at its sole discretion and on a Ticket-by-Ticket basis whether a Ticket for the originally scheduled Match will remain valid for the rescheduled Match, whether a new Ticket will be issued to the Ticket Purchaser for the rescheduled Match, or whether a Ticket for the originally scheduled Match will be cancelled. FIFA Ticketing will notify the Ticket Purchaser by email that a Match has been rescheduled and whether some or all of the Tickets purchased or otherwise received by the Ticket Purchaser have been cancelled. The Ticket Purchaser is responsible for notifying any associated Ticket Holders that the Match has been rescheduled.

- 12.3. **Relocation.** A Match is relocated if FIFA changes the location of the Stadium in which the Match will be played, irrespective of whether the Match is also rescheduled in connection with the Stadium change. FIFA has the right to relocate a Match at any time for any reason, including due to events beyond FIFA's reasonable control. If a Match is relocated, FIFA Ticketing may determine at its sole discretion and on a Ticket-by-Ticket basis whether a Ticket for the originally located Match will remain valid for the relocated Match, whether a new Ticket will be issued to the Ticket Purchaser for the relocated Match, or whether a Ticket for the originally located Match will be cancelled. FIFA Ticketing will notify the Ticket Purchaser by email that a Match has been relocated and whether some or all of the Tickets purchased or otherwise received by the Ticket Purchaser have been cancelled. The Ticket Purchaser is responsible for notifying any associated Ticket Holders that the Match has been relocated.
- 12.4. **Replay.** A Match is replayed if FIFA decides to replay a completed or partially-completed Match. FIFA has the right to replay a completed or partially-completed Match at any time for any reason, including due to events beyond FIFA's reasonable control, without any notification. A replayed Match is considered a new Match and Tickets issued for the original Match are not valid for the replayed Match.

### **13. Infectious Disease Safety Precautions & Protocols**

- 13.1. In order to attempt to reduce the spread of or the risk of contracting certain infectious diseases, such as COVID-19, FIFA may adopt rules and protocols that a Ticket Holder must agree to abide by in order to attend a Match. FIFA Ticketing will notify Ticket Purchasers by email of any such rules and protocols. Each Ticket Purchaser shall be responsible for notifying any associated Ticket Holders of such rules and protocols. Due to the evolving understanding about appropriate and effective methods to reduce the risk of spreading or contracting certain infectious diseases, including COVID-19, such rules and protocols may only be provided to Ticket Holders shortly before a Match and may be subject to change.
- 13.2. Ticket Holders may also be required to adhere to health and safety rules and protocols imposed by local authorities of the State of Qatar aimed at reducing the spread of or the risk of contracting certain infectious diseases, such as COVID-19. Such rules and protocols may include a Ticket Holder being required to demonstrate prior to and/or upon arrival in the State of Qatar, to the satisfaction of such local authorities and in accordance with applicable law (i) a sufficient status of vaccination against any such infectious disease, (ii) a test result indicating that the Ticket Holder is negative for the presence of any such infectious disease, tested and recorded in accordance with local authority requirements, and (iii) that they meet any other health and safety requirement(s) imposed by any local authority of the State of Qatar. Ticket Holders are solely responsible for ensuring that they are aware of, and adhere to, all such rules and protocols.
- 13.3. Tickets Holders will not be entitled to any refunds or other form of compensation if they are unable or unwilling to abide by any such rules and protocols imposed by FIFA or any local authority of the State of Qatar.

### **14. Cancellation of Tickets**

- 14.1. Without limiting any other circumstances under which Tickets may be cancelled as set out in these Terms of Use, a Ticket may be cancelled without notice to the Ticket Holder if:
- 14.1.1. the Ticket Holder fails to comply with or otherwise violates any of these Terms of Use (including the Stadium Code of Conduct); or
  - 14.1.2. the Ticket Purchaser who purchased or received the Ticket violates the Terms of Sale or Terms of Use.
- 14.2. If a Ticket is cancelled, the licence to enter and remain in the Stadium associated with the Ticket is immediately and automatically revoked.

## **15. Assumption of Risk; Waiver and Release of Liability**

- 15.1. EACH TICKET HOLDER ACKNOWLEDGES AND VOLUNTARILY ASSUMES ALL RISKS RELATED TO ATTENDING A MATCH AT A STADIUM AND PARTAKING IN ANY EVENTS AND ACTIVITIES IN AND AROUND THE STADIUM, INCLUDING THE RISK OF PERSONAL INJURY (INCLUDING TEMPORARY OR PERMANENT DISABILITY OR DEATH), THE RISK OF EXPOSURE TO COMMUNICABLE DISEASES, VIRUSES, BACTERIA OR ILLNESSES OR THE CAUSES THEREOF, SICKNESS, LOST, STOLEN OR DAMAGED PROPERTY, LOUD MUSIC, FLASHING LIGHTS AND FIREWORKS, TEMPERATURE AND WEATHER CONDITIONS, OFFENSIVE, VULGAR OR OBSCENE LANGUAGE OR MATERIALS, THE ACTIONS OR INACTIONS (INCLUDING NEGLIGENT ACTIONS OR INACTIONS) OF OTHER PERSONS WITHIN AND AROUND THE STADIUM. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, EACH TICKET HOLDER HEREBY WAIVES ALL CLAIMS RELATING TO SUCH RISKS.
- 15.2. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING STADIUM 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 STADIUM PROPERTY, A TICKET HOLDER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19.
- 15.3. To the maximum extent permitted under the applicable law, each Ticket Holder fully, irrevocably and unconditionally releases FIFA, FIFA Ticketing AG, FIFA Ticketing LLC and all of their affiliated entities, Q22, each member association and confederation that is part of FIFA, the owner and operator of any Stadium, and the officers, directors, members, shareholders, employees, elected and appointed officials of each of the foregoing entities ("**Released Parties**") from any and all claims that the Ticket Holder may have against any of the Released Parties that relate to any of the risks described in Clauses 15.1 and 15.2 above, whether caused by any action, inaction or the active or passive negligence of any Released Party or otherwise.
- 15.4. Each Ticket Holder consents to receiving medical treatment that may be deemed advisable or necessary in the event of an injury, accident or illness suffered by the Ticket Holder whilst attending a Match, and fully releases FIFA (and its designees), Q22, the Supreme Committee for Delivery and Legacy and the Ministry of Public Health of the State of Qatar from any and all liability resulting from taking such action.

## **16. Refunds; Limitation of Liability; Indemnification**

- 16.1. THESE TERMS OF USE DO NOT ENTITLE ANY TICKET HOLDERS TO ANY REFUNDS OR ANY OTHER FORM OF COMPENSATION UNDER ANY CIRCUMSTANCES. IN THE EVENT THAT A TICKET IS CANCELLED PURSUANT TO THESE TERMS OF USE, THE ONLY PERSON OR ENTITY THAT MAY BE ENTITLED TO A REFUND IS THE ORIGINAL TICKET PURCHASER OF THE CANCELLED TICKET, AND ONLY IF AND TO THE EXTENT THE TICKET PURCHASER IS ENTITLED TO A REFUND UNDER THE APPLICABLE TERMS OF SALE GOVERNING THE PURCHASE OF THE CANCELLED TICKETS. NO OTHER TICKET HOLDER IS ENTITLED TO A REFUND OR ANY OTHER COMPENSATION, UNDER ANY CIRCUMSTANCES, INCLUDING (WITHOUT LIMITATION) IN CONNECTION WITH THE USE, ATTEMPTED USE OR CANCELLATION OF A TICKET OR THE RESCHEDULING, RELOCATION, POSTPONEMENT OR REPLAY OF A MATCH.
- 16.2. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT SHALL ANY RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND. WITHOUT LIMITING ANY OTHER PROVISIONS OF THESE TERMS OF USE, INCLUDING (WITHOUT LIMITATION) CLAUSE 16.1, TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, THE MAXIMUM LIABILITY OF ANY RELEASED PARTY TO A TICKET HOLDER SHALL NOT EXCEED THE FACE VALUE OF THE TICKET.
- 16.3. EACH TICKET HOLDER SHALL BE FULLY LIABLE FOR ANY ACTS OR OMISSIONS IN VIOLATION OF THESE TERMS OF USE OR THE STADIUM CODE OF CONDUCT. EACH TICKET HOLDER FULLY INDEMNIFIES AND HOLDS HARMLESS THE RELEASED PARTIES FOR ANY LOSS SUFFERED BY THEM RESULTING THEREFROM.

## **17. Miscellaneous**

- 17.1. FIFA, FIFA Ticketing and their respective affiliated entities may enforce these Terms of Use, including the right to cancel Tickets under these Terms of Use.
- 17.2. Although these Terms of Use have been distributed in multiple languages, the English version shall control in the event of any dispute or in the event of any conflict or ambiguity between the different versions.
- 17.3. Certain provisions of these Terms of Use may be restated in a condensed version on a Ticket. In the event of any ambiguity or inconsistency between the condensed version and the full-form version of the Terms of Use set out herein, the full-form version shall always govern.
- 17.4. If any portion of these Terms of Use is held invalid, illegal or unenforceable by a competent court, the invalid, illegal or unenforceable terms shall be severed from these Terms of Use and the remainder of these Terms of Use shall remain in effect.

## **18. Places of Jurisdiction and Governing Laws**

- 18.1. These Terms of Use and any dispute or claim arising out of or in connection therewith (each, a “**Dispute**”) shall be, subject to Clause 18.2 below, governed by and construed in accordance with Qatari law.
- 18.2. FIFA Ticketing and the Ticket Holder each acknowledge that, to the extent that a Ticket Holder is acting as a Consumer (as defined below), certain mandatory provisions of the law of the country in which that Consumer is resident may apply (the “**Mandatory Provisions**”). To the

extent that any Mandatory Provisions do apply by virtue of applicable law, then the Consumer shall be entitled to rely on and benefit from those Mandatory Provisions. In this Clause 18.2, “**Consumer**” means a natural person for a purpose which can be regarded as being outside his or her trade or profession.

- 18.3. FIFA and/or FIFA Ticketing (on the one hand) and the Ticket Holder (on the other hand) may submit any Dispute to the non-exclusive jurisdiction of the courts in the State of Qatar (and, for the avoidance of doubt, this does not include the courts within the Qatar Financial Centre) (the “**Qatari Courts**”). In this Clause 18.3, “**non-exclusive**” means that any of FIFA, FIFA Ticketing or the Ticket Holder may bring any Dispute to the jurisdiction of the Qatari Courts but none of FIFA, FIFA Ticketing or the Ticket Holder is required to submit a Dispute to the jurisdiction of the Qatari Courts and each may, at their discretion, submit any such Dispute to a competent court in a different jurisdiction to the extent such court accepts jurisdiction.