

UEFA EURO 2024™ UEFA GROUP SALES TICKETING TERMS AND CONDITIONS

A. <u>INTRODUCTION</u>

1. Scope

The following UEFA EURO 2024™ UEFA Group Sales Ticketing Terms and Conditions (the "Terms and Conditions") are designed to ensure a fair, correct and efficient process for distribution and use of Tickets to UEFA EURO 2024™ purchased in the UEFA Group Sales. The distribution and use of such Tickets are subject to the following Terms and Conditions and any other applicable laws or regulations (as defined below under "Applicable Laws" and "Regulations") pertaining to access and usage of the Stadium (as defined below).

To prevent violence and criminal acts associated with attendance at the Stadium (as defined below), to enforce stadium bans, to separate fans of the teams participating in the Match (as defined below) and to prevent the unauthorised resale of Tickets (as defined below) for UEFA EURO 2024™, in particular to prevent price speculation on Tickets (e.g. purchasing Tickets for the purpose of an outright resale above face value pursuant to Article 8.1) and, therefore, also to prevent fans and consumers from being misled into paying excessive Ticket prices that are not in line with the fair price structure established for UEFA EURO 2024™, it is in the interests of both EURO 2024 GmbH and its customers and spectators, as well as in the particular interest of spectator safety, to appropriately restrict the unauthorised resale of Tickets.

2. Definitions

App the 'UEFA Mobile Tickets' app (or such other app as

communicated to the Successful Applicant by EURO 2024 GmbH) which will be made available by UEFA Parties or its partners through the Apple App Store, Google Play Store and any such other app store as notified by EURO 2024 GmbH.

Applicable Laws all laws, statutes, common law, regulations, ordinances,

codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures, of any governmental authority that apply to the Applicant, Successful Applicant and/or Ticket Holder, or

the subject matter of these Terms and Conditions.

Applicant the individual or entity applying for Tickets to UEFA EURO

2024™ in accordance with these Terms and Conditions.

DFB EURO GmbH the wholly owned subsidiary of the Host Association, which is

appointed by the Host Association to carry out certain tasks and obligations in relation to the Tournament, including to be the "organiser" of the Tournament under Applicable Laws.

DFB Parties the Host Association and DFB EURO GmbH.

EURO 2024 GmbH

the entity with its business seat at Otto-Fleck-Schneise 6 in 60528 Frankfurt, Germany, which is a joint-venture company established under German law by UEFA Events SA and DFB EURO GmbH, and which is established for the planning, preparation, staging, organisation and dismantling of the Tournament.

Future Ticket Holder

any person who the Successful Applicant envisages as future holder of a Ticket delivered to the Successful Applicant in accordance with these Terms and Conditions.

Host Association

Deutscher Fußball-Bund eV (DFB), the German Football Federation, DFB-Campus, Kennedyallee, 274, 60528 Frankfurt am Main Germany, the UEFA member association appointed by UEFA to host and stage the Tournament.

Host Cities

the following cities in the Host Territory (or such other towns or cities as notified by UEFA):

- a) Berlin;
- b) Cologne;
- c) Dortmund;
- d) Düsseldorf;
- e) Frankfurt;
- f) Gelsenkirchen;
- g) Hamburg;
- h) Leipzig;
- i) Munich; and
- j) Stuttgart.

Host Territory

Germany.

Match

the relevant UEFA EURO 2024™ match(es).

Notification

the email notification of acceptance by EURO 2024 GmbH of the Applicant's offer to purchase and/or be allocated Tickets, with confirmation of the allocation of the Ticket(s) indicated in such Notification, as sent by EURO 2024 GmbH to the email address provided by the Applicant in the Request.

Purchase Price

the total purchase price for the Ticket(s) selected by the Applicant, inclusive of the shipping/delivery fee and VAT.

Refund Policy

the refund policy of EURO 2024 GmbH as applicable from time to time which is available for review at:

https://ticketingdocs.page.link/EURO_2024_Refund_Policy_EN

Regulations

without limitation, the terms of the following:

- Stadium Rules; and/or
- UEFA and the Host Association's statutes and regulations applicable for the Match.

Request the electronic form filled-in and submitted by an Applicant

online via the Ticket Portal being the request of the Applicant to purchase the Ticket(s) for the Purchase Price indicated on

the Ticket Portal.

Stadium(s) the entire premises of the relevant stadium at which the

relevant Match is played and any other areas which require a Ticket (or other access device, if applicable) to gain access.

Stadium Owner the owner of the relevant Stadium and any operator or lessee

of such Stadium.

Stadium Rules the Stadium Rules as applicable to the Match which can be

accessed at:

https://ticketingdocs.page.link/EURO_2024_Stadium_Rules_

ΕN

Successful Applicant any Applicant whose Request has been accepted by EURO

2024 GmbH.

Ticket the electronic/mobile (or, in limited cases, paper) ticket(s)

provided by EURO 2024 GmbH to the Successful Applicant for the relevant Match. For the avoidance of doubt any mobile or other electronic device which has the App, which in turn has an electronic/mobile ticket assigned to it, shall be considered a Ticket for the purposes of these Terms and Conditions.

Ticket Holder any person who is in actual and legitimate possession of a

Ticket from the relevant Successful Applicant's allocation.

Ticket Portal the internet platform, the specific URL of which will be

communicated to the Applicant by UEFA Parties, on which

Applicants can apply for Tickets.

UEFA Union des associations européennes de football whose offices

are located at Route de Genève 46, 1260 Nyon 2, Switzerland.

UEFA EURO 2024™ /

Tournament

the final tournament of the UEFA European Football Championship™ 2022-2024 which is scheduled to be staged in the Heat Torritory from 14 June 2024 until 14 July 2024 and

in the Host Territory from 14 June 2024 until 14 July 2024, and for which UEFA holds the relating rights of exploitation under

the terms of the national law of the Host Territory.

UEFA Events SA UEFA Events SA of Route de Genève 46, 1260 Nyon 2,

Switzerland, a wholly owned subsidiary of UEFA.

UEFA PartiesUEFA, UEFA Events SA and EURO 2024 GmbH.

B. SALE OF TICKETS

3. General Application Rules

3.1. For the purposes of these Terms and Conditions:

- a. EURO 2024 GmbH is the seller of the Tickets and is responsible for the planning, preparation, staging, organisation and dismantling of the Tournament;
- b. UEFA is the owner of the commercial rights of UEFA EURO 2024™;
- c. UEFA Events SA carries out certain operational tasks in relation to the Tournament;
- d. The Host Association is the UEFA member association appointed by UEFA to host and stage the Tournament; and
- e. DFB EURO GmbH carries out certain operational tasks for the Host Association and is the organiser of the Tournament.
- 3.2. Applicants may apply for Ticket(s) via the Ticket Portal in accordance with the instructions of UEFA Parties and within the application deadlines communicated to the Applicants.
- 3.3. Tickets will be available in such categories as indicated on the Ticket Portal however UEFA Parties give no warranty that the Applicant will be allocated such Ticket(s) as they request on the Ticket Portal, save in circumstances where UEFA Parties are contractually bound to provide Tickets in specific categories to the Applicant. The Applicant will not be able to select specific seats and, in the event that the Request is confirmed by EURO 2024 GmbH, seats will be randomly allocated by EURO 2024 GmbH based on the Ticket type and quantity of Tickets allocated to the Successful Applicant.
- 3.4. In the event that Tickets in the price category selected by the Applicant are no longer available, the Applicant may be allocated Tickets in another price category, provided that they have expressly authorised EURO 2024 GmbH to do so by clicking the respective box in the Request.
- 3.5. It is the sole responsibility of the Applicant to ensure that:
 - a. the Request has been filled-in completely with all required personal details and (if applicable) payment information;
 - b. the acceptance of these Terms and Conditions as required by EURO 2024 GmbH on the Ticket Portal are properly given by clicking the respective box(es) in the Request;
 - c. the Request is properly submitted to EURO 2024 GmbH. An email with the Request receipt affirmation will be issued by EURO 2024 GmbH and sent automatically to the email address provided by the Applicant in the Request. If the Applicant does not receive this affirmation-email they should report it to UEFA Parties without delay. This affirmation-email shall not be construed as an acceptance of the Applicant's offer, but be subject to the availability of the Tickets requested, the acceptance of the Applicant's offer according to Article 5 below and the observance of particular circumstances (e.g. safety or health aspects); and
 - d. sufficient funds to cover the Purchase Price for the Ticket(s) (if applicable) (and any bank fees referred to in Article 4.4) are available.
- 3.6. Timely submission of the correctly filled-in Request, properly received by EURO 2024 GmbH, constitutes the offer of the Applicant to conclude an agreement for purchase of the Ticket(s) indicated in the Request, which may be accepted by EURO 2024 GmbH in accordance with Article 5.1.

4. Payment

4.1. Payment for the Ticket(s) may only be made by such methods as indicated to the Applicant on the Ticket Portal.

- 4.2. Following selection of the category and quantity of the Ticket(s) requested by the Applicant, the Purchase Price for the Ticket(s) will be clearly indicated in the Request. The Applicant agrees to make payment of the Purchase Price by clicking the confirmation button/field in the Request.
- 4.3. In the event that the Ticket(s) requested by the Applicant have been allocated to the Applicant by EURO 2024 GmbH, EURO 2024 GmbH will contact the Applicant to request payment (if applicable) of the Purchase Price. Where payment for the Ticket(s) is required by the Applicant, the Applicant is required to log into the Ticket Portal and select their required payment method. EURO 2024 GmbH will process the payment in the method selected by the Applicant and charge the Applicant in the currency indicated in the Request.
- 4.4. The Applicant's bank will apply its own currency exchange rates (if applicable) and may levy additional fees or charges for payment of the Ticket(s). Applicants shall contact their respective payment bank before submitting the Request in order to enquire about their payment bank's exchange rates, charges or fees. UEFA Parties and DFB Parties shall not be responsible for any such exchange rates, fees or charges levied by Applicant's payment bank in respect of payment for the Ticket(s).

5. Offer Acceptance

- 5.1. The agreement between EURO 2024 GmbH and the relevant Successful Applicant for the purchase of the Ticket(s) will be concluded (under these Terms and Conditions) only after the:
 - a. successful processing of the payment for the Ticket(s) indicated in the Request, in accordance with Article 4; and
 - b. acceptance of the Applicant's offer to EURO 2024 GmbH by way of submission of the Notification to the Applicant.
- 5.2. Successful Applicants are requested to review their Notification for any inaccuracies, in particular with regards to their Ticket(s) quantity, price, and category. Any inaccuracies must be immediately notified to EURO 2024 GmbH.

6. Allocation of Tickets by the Successful Applicant

- 6.1. Each Ticket (including the relevant seating information of block, row and seat number) must be linked to an individual Ticket Holder. Ticket Holders shall provide (individually or through the Successful Applicant) to EURO 2024 GmbH their title, first name(s), last name, email address, date of birth, mobile phone number and passport/ID issued by country name, along with any other information required under Applicable Laws and by such deadline (if any) and the procedure as communicated to the Successful Applicant by UEFA Parties. In the event that the personal data of Ticket Holders is not provided by any deadline or the procedure communicated by UEFA Parties, the relevant Tickets may be cancelled with no right to a refund. Notwithstanding the preceding provisions of this Article, the Successful Applicant shall, in any event, provide UEFA Parties with the details of its Ticket Holders upon request and shall ensure that all such personal data is true, accurate, current, complete and available and provided in accordance with the instructions of UEFA Parties and/or the relevant authorities for matters related to safety and security at the Match.
- 6.2. In the event that a Ticket Holder is unable to attend the relevant Match for personal reasons (for example, illness or medical reasons), the Successful Applicant shall not be entitled to a refund in respect of such Ticket but the Successful Applicant shall be entitled to transfer such Ticket to such other individual as determined by the Successful Applicant (who shall, in turn, become the Ticket Holder for the purposes of these Terms and Conditions), provided that such transfer is carried out in compliance with, and subject to these Terms and Conditions and that the personal details of such individual are provided in accordance with the procedure notified to the Successful Applicant by EURO 2024 GmbH.

- 6.3. The Successful Applicant shall ensure that, where it collects data directly from the Ticket Holder(s), the collection, processing and transfer of the Ticket Holder's data pursuant to Articles 6.1 and 6.2 is carried out in compliance with the Successful Applicant's Applicable Laws, including in relation to obtaining any required consents from the Ticket Holders.
- 6.4. The Successful Applicant shall ensure that the Ticket Holders comply with these Terms and Conditions. Tickets will be distributed to the Ticket Holders in accordance with the rules established and communicated to the Ticket Holders by the Successful Applicant. UEFA Parties and DFB Parties shall not be liable for any problems arising from or damages sustained as a result of the distribution process implemented by the Successful Applicant. Any information requests regarding the distribution of Tickets should be addressed directly to the Successful Applicant.
- 6.5. The Successful Applicant shall assume the risk of any Ticket loss or late delivery, unless UEFA Parties and/or DFB Parties can be proven to have acted with gross negligence or be at fault.
- 6.6. Tickets shall remain the property of EURO 2024 GmbH at all times.

7. Delivery of Tickets

- 7.1. Tickets will be delivered to the Successful Applicant (or directly to the Future Ticket Holder, if applicable and agreed with EURO 2024 GmbH) in the following ways, with such method to be determined at EURO 2024 GmbH's sole discretion:
 - a. by virtue of electronic "mobile phone tickets" (which shall be the default delivery method). Where Tickets are remitted in this manner, the Future Ticket Holder is required to download the App on their mobile phone and the electronic Tickets will need to be displayed on the mobile phone in order to enter the Stadium (and if the Tickets are remitted to the Successful Applicant for onward transmission to the Future Ticket Holder(s), it is the responsibility of the Successful Applicant to download the App on their mobile phone and transfer the Ticket(s) to the Future Ticket Holder(s)). It is then the responsibility of the Future Ticket Holder to download and install the App and to ensure that the Tickets are displayed correctly on their mobile phone. In the event that the Successful Applicant and/or Future Ticket Holder has problems with the installation of the App or the retrieval of the Tickets through the App, the Successful Applicant must immediately inform **EURO** 2024 GmbH (via https://support.ticketseuro2024.uefa.com/hc/en-us/requests/new) and in any event no later than 1 (one) day prior to the day of the Match. The Future Ticket Holder will be required to provide, by such deadline (if any) as communicated to the Successful Applicant by UEFA Parties. their title, first name, last name, email address, mobile phone number, date of birth and passport/ID issued by country name, along with any other information required under Applicable Laws, when downloading and registering within the App. The Future Ticket Holder and the Successful Applicant accept and acknowledge that any failure to provide the required personal details within the timescales and despite the deadlines communicated to them shall result in the relevant Ticket(s) being cancelled, with no right to a refund;
 - b. in limited cases, by personal pick-up by the Future Ticket Holder. Where personal pick-up is applicable, EURO 2024 GmbH will notify the respective Successful Applicant by email, providing the exact details of the Ticket collection point as well as the opening times during which the Ticket(s) can be collected. In order to collect such Tickets, the Future Ticket Holder must present a valid identification document (passport or national identity card) for themselves.
- 7.2. Successful Applicants will not be able to request: (i) a change to the delivery method by EURO 2024 GmbH (unless in exceptional circumstances, as determined by EURO 2024 GmbH); and/or (ii) a refund of the Ticket(s) on the basis of the distribution method applicable to their Ticket(s). For the avoidance of doubt, Successful Applicants will not receive a refund for any Ticket(s) which they or a Future Ticket Holder to which they have transmitted a Ticket fail to

download using the App, or which the Successful Applicant or a Future Ticket Holder to which they have transmitted a Ticket does not collect in accordance with Article 7.1.b.

- 7.3. Defective mobile phone Ticket(s) such as for example, Tickets not displayed in the App, Tickets not being displayed due to defective mobile phone or insufficient battery, or with incorrect personal information displayed on the Ticket, will be rejected at the entrance to the Stadium. UEFA Parties, DFB Parties and the Stadium Owner shall not be responsible for defective, lost or stolen Ticket(s) and will accept no obligation to reissue any such Ticket(s) provided that where there is a defect of a mobile Ticket or other complications with regard to the access procedure (including but not limited to with the functionality of the App) entirely or predominantly attributable to EURO 2024 GmbH, EURO 2024 GmbH shall where reasonably possible and subject to identification of the Ticket Holder's legitimacy in accordance with Article 9.2b either rectify any defect or block the Ticket concerned after notification of the defect and issue a new Ticket to the Successful Applicant (or directly to the Ticket Holder, if applicable and agreed with EURO 2024 GmbH) upon provision of sufficient evidence from the Successful Applicant.
- 7.4. As determined by EURO 2024 GmbH at EURO 2024 GmbH's sole discretion, Successful Applicants may be able to allocate Tickets to the Future Ticket Holder(s) before the Tickets have been remitted to the Successful Applicants in accordance with Article 7.1.a via the procedure foreseen on the Ticket Portal or communicated by UEFA Parties respectively.

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

8. Prohibited Use of the Ticket(s)

- 8.1. Tickets from the Successful Applicant's allocation are for the personal use of the Ticket Holder to whom such Ticket has been allocated by the Successful Applicant. Any resale or transfer or offer for resale or transfer of the Ticket(s), whether for free or for consideration, is strictly prohibited without the prior written (email sufficient) approval of UEFA Parties (to be given at UEFA Parties' sole discretion). Any permitted transfer of a Ticket from the Successful Applicant to the Ticket Holder must be free of any extra consideration over and above the face value of the Ticket.
- 8.2. Unless authorised in advance and in writing (email sufficient) by UEFA Parties, the Ticket(s) shall not be:
 - a. used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
 - b. used as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake;
 - c. combined with and sold as part of any package of goods or services; or
 - d. combined with and sold as part of any travel or hospitality package (for example combining flights, hotels and the Ticket(s)).

8.3. Ticket Holders shall not:

- a. offer for sale and/or sell Tickets publicly, in particular at auctions or online and/or on resale platforms not explicitly authorised by the UEFA Parties or DFB Parties;
- b. sell or transfer Tickets to any commercial or professional reseller and/or ticket broker;
- c. run any advertisements or promotions relating to UEFA Parties, DFB Parties, UEFA EURO 2024™ or the Match;

- d. advertise, promote, give away, distribute, sell or offer for sale any product or service from any part of the Stadium or via the display of overt commercial messages on clothing worn or items brought into the Stadium; or
- e. exploit any marketing or promotional opportunities in relation to the Ticket(s).

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

- 8.4. Ticket(s) acquired or used in breach of Article 8 and/or Article 14 of these Terms and Conditions shall be void with no right to a refund and any person seeking to use such Ticket(s) will be deemed a trespasser and will be refused entry or be evicted from the Stadium, and may be liable to further legal action. Any unauthorised (re-) sale or transfer of the Ticket(s) may be reported to the police or other security authorities.
- 8.5. Any breach of these Terms and Conditions, any Applicable Laws and/or of any Regulations' clauses shall entitle EURO 2024 GmbH to:
 - a. cancel and invalidate the Ticket and any other Ticket(s) that have been allocated to the Successful Applicant, with no right to a refund; and
 - b. in cases of an unauthorised resale of Tickets pursuant to this Article 8,
 - i. impose a contractual penalty on the Ticket Holder in accordance with Article 12; and
 - ii. to claim full or partial repayment from the Ticket Holder of any profit in excess of the face value of the Ticket generated through the unauthorised resale of the Ticket (whether and the extent as to which the afore-mentioned profit shall be compensated shall be determined in accordance with the conditions set out in Article 12.2).

9. Entrance to the Stadium

- 9.1. Access to the relevant Stadium will be permitted during such hours as notified to the Ticket Holder by the Successful Applicant who distributed the Ticket or as published on www.euro2024.com. Ticket Holders are obliged to ensure that they keep themselves informed about possible alterations of the Match.
- 9.2. Entrance to the relevant Stadium shall be:
 - a. subject to compliance with:
 - i. these Terms and Conditions;
 - ii. the Stadium Rules;
 - iii. any sanitary measures or policies in place;
 - iv. all Applicable Laws (whether statutory or otherwise and including health and safety requirements and any sanitary measures) governing access or presence at the Stadium, attendance at the Match, use of the Tickets, general safety certificate and any special safety certificate applying to the Stadium, issued by any authority that has jurisdiction or authority in relation to the holding of the Match at the Stadium;
 - b. authorised upon presentation of a valid Ticket per person (regardless of age) and, upon request, proof of identity with valid photograph and signature (passport or national identity card); and
 - c. where the Applicable Laws of the Host City or Host Territory stipulate a minimum age for attendance at football matches, authorised only to such persons who meet the minimum age requirements.

- 9.3. Any breach of these Terms and Conditions by the Applicant, Successful Applicant and/or Ticket Holder (as applicable) shall result in the Ticket Holder being deemed a trespasser and shall give UEFA Parties and/or DFB Parties the right to eject said Ticket Holder from the Stadium.
- 9.4. Ticket Holders leaving the Stadium will not be re-admitted.

10. Conduct at the Stadium

- 10.1. For safety and security purposes, all persons attending the Match, if and when so requested by stewards, safety personnel and/or any other legally authorised persons representing UEFA Parties and/or DFB Parties, shall:
 - a. produce a valid Ticket together with proof of identity with valid photograph and signature (passport or national identity card) in order to give satisfactory evidence that the Ticket Holder's identity corresponds to the data provided in the App and/or by the Successful Applicant to UEFA Parties;
 - submit to inspections, body checks and examinations including through the use of technical aids – to ensure that they are not in possession of dangerous, prohibited or unauthorised items. Safety personnel, stewards or police shall be entitled to search any person's clothing and their belongings;
 - c. comply with all instructions and guidelines issued by such persons;
 - d. comply with all sanitary measures and policies in place at the Stadium and follow any and all instructions from safety personnel, stewards and/or police and/or any other duly authorised persons at the Stadium in relation to sanitary and hygiene measures; and
 - e. be subject to additional safety controls inside the Stadium, as the case may arise.
- 10.2. It shall be strictly forbidden inside the Stadium to express, display or disseminate of any insulting, discriminatory, racist, xenophobic, sexist, religious, political or other illegal/prohibited messages.
- 10.3. The Stadium Rules contain detailed lists of prohibited items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein. Abbreviated versions of these Terms and Conditions and/or the Stadium Rules, or simple icons illustrating prohibited items or conduct, may also be included on the Ticket and must be fully complied with by the Ticket Holder.
- 10.4. Without limitation, it is strictly forbidden to do any of the following inside the Stadium:
 - a. occupy or access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Ticket category held by the Ticket Holder;
 - b. restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits;
 - c. occupy any seat other than that indicated on the Ticket; and/or
 - d. engage in any other conduct which may endanger any person at the Stadium.

The above list is not exhaustive. Ticket Holders should refer to the Stadium Rules for more information on the required conduct.

10.5. Fans supporting the teams participating in the Match may not be segregated at the Stadium and each Ticket Holder agrees to behave responsibly and in line with the Stadium Rules and any other safety and security guidelines communicated by UEFA Parties, DFB Parties and/or the Stadium Owner.

11. Sound and Image Recordings

- 11.1. Ticket Holders attending the Match at the Stadium, take note that their voice, image and likeness recorded during their time in the Stadium ("Recordings") may be used, free of charge, in any image, sound and audiovisual material in connection with that Match or UEFA EURO 2024™ in general, either simultaneously or at a later date. The Stadium Authority (which shall, for the purposes of this Article 11, mean the competent entitled authority) or third parties engaged or otherwise authorised in each case (e.g., broadcasting, press) create Recordings for the purpose and on the basis of their legitimate interest of public reporting and promotion of UEFA EURO 2024™ in general and the respective Matches pursuant to Art. 6 para. 1 (1) lit. f of the GDPR. Recordings may be processed, exploited and publicly reproduced by the Stadium Authority or third parties authorised in each case (e.g., broadcasting, press) within the scope of the same legitimate interest pursuant to Art. 6 para. 1 (1) lit. f of the GDPR.
- 11.2. Ticket Holders shall not collect, record, use or disseminate any sound, image, recording or depiction of the Stadium or the Match (including any results, statistics, information or other data about the match, in whole or in part) over the internet, radio, television or any other current or future media - or assist any other persons in doing so - other than for private use. For the avoidance of doubt, the Stadium Authority or other authorised third parties, in particular UEFA, are entitled to delete, or cause to be deleted, any images transmitted or publicly displayed in breach of this provision, and to bring any other claim against the responsible person (collecting, recording disseminating as described above) in a judicial or extrajudicial proceeding. In addition, by disseminating any sound, image, recording or depiction in breach of the preceding provisions of this Article, Ticket Holders shall grant UEFA Parties the irrevocable right to use, reproduce and commercially exploit such disseminations including the intellectual property rights, if any, in such disseminations. Ticket Holders further agree (if and whenever required to do so by UEFA Parties) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to UEFA absolutely and free of all encumbrances and other charges.
- 11.3. To ensure the safety of the public and effective law enforcement, the Stadium and, in part, its surroundings are monitored with a closed circuit television system in accordance with Art. 6 para. 1 (1) lit. f of the GDPR generally operated by the Stadium Authority regarding the Match. The respective recordings are treated confidentially by the Stadium Authority but can serve as evidence in particular in the event of suspicion and/or the occurrence of criminal offences; the Stadium Authority may transfer their recordings to the competent public safety authorities in these cases. In addition, the competent public safety authorities may also use video surveillance equipment on match days on their own responsibility to avert danger and prosecute offenders in accordance with the applicable legal provisions.
- 11.4. If a Match is uneventful in respect of suspicion and/or the occurrence of criminal offences, the recordings will be deleted in accordance with the applicable provisions of data protection law, in particular the GDPR and the German Federal Data Protection Act (BDSG).

12. Contractual Penalty

- 12.1. In case of a culpable breach of these Terms and Conditions by the Applicant or the Ticket Holder (as applicable), in particular of Article 8, EURO 2024 GmbH is entitled, in addition to the other measures and sanctions under these Terms and Conditions and without prejudice to any further claims, to impose an appropriate contractual penalty of up to EUR 2,500 on the Applicant or Ticket Holder (as applicable).
- 12.2. The amount of the contractual penalty shall be determined by the quantity and intensity of the violations, the type and degree of culpability (intent or negligence), the efforts of the Applicant or Ticket Holder (as applicable) in making restitution, whether there is a repeated infringement, and, in case of unauthorised resale of Tickets, the quantity of Tickets offered, resold, as well as any proceeds or profits generated by the resale.

D. <u>MISCELLANEOUS</u>

13. Liability

- 13.1. Subject to Article 13.5, in the event that UEFA Parties, DFB Parties and/or the Stadium Owner is in breach of their obligations (under these Terms and Conditions or otherwise), UEFA Parties, DFB Parties and/or the Stadium Owner shall only be responsible for such loss or damage suffered by the Ticket Holder which was reasonably foreseeable as a result of the breach. UEFA Parties, DFB Parties and/or the Stadium Owner shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time the Successful Applicant entered into a contract pursuant to these Terms and Conditions.
- 13.2. Notwithstanding Article 13.1 and subject to Article 13.5, UEFA Parties, DFB Parties and/or the Stadium Owner are not liable for any business losses and UEFA Parties, DFB Parties and/or the Stadium Owner will have no liability to any Ticket Holder for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3. Subject to Article 13.5, in any event, to the maximum extent permitted by law, UEFA Parties, DFB Parties and/or the Stadium Owner hereby exclude any liability for loss, damage or injury to a Ticket Holder and/or their property, including (but not limited to) any indirect or consequential loss or damage, including (but not limited to) loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.
- 13.4. Subject to Article 13.5, UEFA Parties, DFB Parties and/or the Stadium Owner shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 13.5. Notwithstanding any provision in these Terms and Conditions, UEFA Parties, DFB Parties and/or the Stadium Owner does not seek to exclude or limit their liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by UEFA Parties', DFB Parties' and/or the Stadium Owner's negligence or the negligence of any of their officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by the Applicable Laws.
- 13.6. Nothing stated or implied in these Terms and Conditions will affect the Ticket Holder's statutory rights or any rights that cannot be excluded under the Applicable Laws of the Host Territory.

14. Unauthorised Spectators

- 14.1. Ticket Holders are permitted to attend the relevant Match provided that:
 - a. they are not an Excluded Person (as defined in Article 14.2);
 - b. the Ticket has been obtained in accordance with these Terms and Conditions; and
 - c. where the Ticket Holder travels to the Host Territory, they have complied with any requirements which are in place regarding entry into the Host Territory (including but not limited to any travel and entry requirements, including any requirement to obtain a valid VISA, imposed under Applicable Laws).

For the avoidance of doubt, UEFA Parties, DFB Parties and/or the Stadium Owner shall not be liable for any loss or damage suffered by a Ticket Holder should they fail to comply with the provisions of this Article 14.1 and/or, where required, fail to obtain the necessary documents.

14.2. For the purpose of this Article 14, "Excluded Person" means:

- a. any person banned by the Host Association from membership of the fan club for the national football team (or banned from any equivalent official supporters club by a football governing body in any jurisdiction in the World);
- b. any person subject to an administrative or judicial football ban under the Applicable Laws of the relevant Host City and/or Host Territory;
- c. any person banned by UEFA, FIFA, any football governing body or otherwise, from travelling to or attending an association football match;
- d. any person banned by UEFA, the Host Association and/or the relevant Stadium Owner from attending events at the Stadium;
- e. any person who is deemed by the participating teams in the Match to be a person to whom Tickets should not be allocated (including but not limited to persons who have been issued with a stadium ban by the respective participating team);
- f. any person who is deemed by the relevant public authorities to be a person to whom Tickets should not be allocated for safety and security reasons; and
- g. any person who has breached or is in breach of these Terms and Conditions.

15. Personal Data

15.1. Personal data (including but not limited to first name(s) and, last name, date of birth, email address, passport/ID issued by country name, address and telephone number) of Applicants and Ticket Holders are collected in accordance with the Privacy Notification.

16. Unforeseen Circumstances

- 16.1. UEFA Parties, DFB Parties and/or the Stadium Owner reserve the right to make alterations to the time, date and location of the Match(es) due to unforeseen extraordinary circumstances: force majeure, safety and/or security reasons or other decisions made by any competent authority which have a major impact on the Match being played at the Stadium.
- 16.2. In the event of cancellation, abandonment, rescheduling or replaying of the Match, or in the event of a change of venue, reduction of Stadium capacity or the playing of the relevant Match behind closed doors, the Successful Applicant will be bound by the Refund Policy in respect of any refunds of the Tickets purchased by the Successful Applicant provided however that:
 - a. any refunds may be made only to the Successful Applicant (and not to the Ticket Holder) and only up to the Purchase Price paid by such Successful Applicant for the Ticket(s), and shall not, for the avoidance of doubt, entitle the Successful Applicant to a refund of any costs and expenses incurred by the Successful Applicant or Ticket Holder in relation to travel or accommodation;
 - b. subject to the foregoing and Article 13, UEFA Parties, DFB Parties and/or the Stadium Owner will not have any liability to the Successful Applicant or any Ticket Holder on account of any such cancellation, abandonment, rescheduling, replay, reduction of Stadium capacity, change of venue or playing of the relevant Match behind closed doors or other failure or deficiency in the conduct of the Match.

17. Severability and Amendment

17.1. EURO 2024 GmbH reserves the right to change these Terms and Conditions if necessary to ensure proper and safe staging of UEFA EURO 2024™ and/or the relevant Match(es). EURO 2024 GmbH will notify each Ticket Holder (via the relevant Applicable or Successful Applicant, as the case may be) of any material changes and

- a. the Future Ticket Holder will have the choice to consent to such changes or to refuse to accept the Ticket(s) and thus not to be bound by the amended Terms and Conditions; or
- b. the Ticket Holder will have the choice to consent to such changes or return the Ticket(s) to the Successful Applicant or to EURO 2024 GmbH) and thus not to be bound by the amended Terms and Conditions.
- 17.2. Should any provisions of these Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority;
 - a. the remainder of these Terms and Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included; and
 - b. EURO 2024 GmbH and the Applicant (or Successful Applicant, as the case may be) shall replace the invalid provision with a provision, which closely approximates the economic purpose of such invalid provision in good faith.

18. Authentic Text

18.1. These Terms and Conditions have been drafted in the English language. In the event of any discrepancy between the English and any translated version of these Terms and Conditions, the English version shall prevail.

19. General

- 19.1. The Regulations (which shall be provided on request by EURO 2024 GmbH) shall be incorporated into these Terms and Conditions and each Applicant, Successful Applicant and Ticket Holder shall abide by the Regulations.
- 19.2. These Terms and Conditions must be incorporated into all agreements to (re)sell, transfer or supply Ticket(s) and brought to the attention of any Ticket Holder. All Ticket Holders must comply with these Terms and Conditions at all times.
- 19.3. The Ticket Holder consents to these Terms and Conditions by accepting the Ticket provided to them by the Successful Applicant.
- 19.4. These Terms and Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the Terms and Conditions which is not already set out in the Terms and Conditions.
- 19.5. Save where precluded under any Applicable Laws, the laws of the Host Territory govern these Terms and Conditions. The parties agree that, save where precluded under any Applicable Laws, the courts of the relevant Host City shall have exclusive jurisdiction, save that if the Successful Applicant is deemed to be a consumer for the purposes of any Applicable Laws, any proceedings arising out of or in respect of these Terms and Conditions can be brought in the courts of the place of residence of the domicile of such Successful Applicant.

20. Contact

Any information requests about the ticketing sales process should be addressed to the Successful Applicant who distributed the relevant Ticket to the Ticket Holder.