



MATCH FOR SOLIDARITY

MATCH FOR SOLIDARITY TICKETING TERMS AND CONDITIONS

A. INTRODUCTION

1. **Scope**

The following Match for Solidarity ticketing terms and conditions (the “Terms and Conditions”) are designed to ensure a fair, correct and efficient process for the purchase and use of Tickets to the Match for Solidarity. The sale and use of such Tickets are subject to the following Terms and Conditions and any other applicable laws or regulations (as defined below under “Regulations”) pertaining to access and usage of the Stade de Genève in Geneva.

2. **Definitions**

Buyer	any natural person, aged 18 years or over, with legal capacity to enter into an agreement for purchase of Tickets to the Match in accordance with these Terms and Conditions.
Fondation du Stade de Genève	which is responsible for the organisation and staging of the Match and which is deemed to be the “organiser” of the Match under the applicable law.
Guest	an individual accompanying the Buyer to the Match to whom Tickets may be transferred in accordance with these Terms and Conditions.
Match	the Match for Solidarity, due to be held at the Stadium on 21 April 2018 (or on such other date/location as notified by SFC, Fondation du Stade de Genève, UEFA and/or the Stadium Owner).
Purchase Methods	the authorised methods through which a Buyer can purchase Tickets and as specified on the Website.
Purchase Price	the total purchase price for the Ticket(s) selected by the Buyer inclusive of the inclusive of the shipping/delivery fee and VAT.
Refund Policy	the refund policy of the Ticket Agent as applicable from time to time which is available for review on www.ticketcorner.ch .
Regulations	means, without limitation, the terms of the following: <ul style="list-style-type: none">- Laws of Switzerland; and/or- Stadium Regulations.
SFC	Servette Football Club 1890 SA, who is the deemed seller of all Tickets for the Match.

Stadium	the entire premises of the Stade de Genève, Route des Jeunes 16, 1211 Genève including all areas which require a Ticket (or other access device, if applicable) to gain access.
Stadium Owner	Fondation du Stade de Genève, who is the owner of the Stadium, and any operator or lessee of the Stadium.
Stadium Regulations	the “Stade de Genève Regulations” as applicable from time to time which are available on the Website.
Ticket	the paper or plastic ticket issued by SFC and held by the Ticket Holder which (subject to these Terms and Conditions) grants the Ticket Holder the right to attend the Match.
Ticket Agent	Ticketcorner AG which has been appointed by SFC to assist SFC in Ticket sales.
Ticket Holder	any person who is in actual and legitimate possession of a Ticket including, without limitation, Buyer’s and their Guest(s) (as the case may be).
UEFA	Union des associations européennes de football whose offices are located at Route de Genève 46, 1260 Nyon 2, Switzerland and any wholly owned subsidiary thereof, including but not limited to, UEFA Events SA.
Website	www.matchforsolidarity.com or such other website as utilised by UEFA in respect of the Match.

B. SALE OF TICKETS

3. Buying Tickets

- 3.1. Tickets (subject to availability) can be purchased by a Buyer via the Purchase Methods. All Tickets sold via the Purchase Methods are sold by SFC or the Ticket Agent who, for the avoidance of doubt, are the official ticketing agency appointed by SFC for the Match.
- 3.2. All Tickets are sold subject to these Terms and Conditions and the general terms of use of the Ticket Agent’s website, as notified to them on the Ticket Agent’s website.
- 3.3. Tickets will be available in such categories and at such prices as indicated to the Buyer during the Ticket purchase process via their respective Purchase Method.
- 3.4. All contracts for the purchase of Tickets shall be concluded between the Buyer and SFC (via the Ticket Agent, where applicable).
- 3.5. The Buyer, regardless of the particular Purchase Method selected by the Buyer in order to buy the Ticket(s), is required to provide their surname, first name, and email address or postal address. The Buyer further agrees to provide the surname and first name of their Guest(s) upon request by SFC, Fondation du Stade de Genève or UEFA.
- 3.6. The Buyer cannot purchase more than ten (10) Tickets unless otherwise agreed with SFC.
- 3.7. The Buyer acknowledges and agrees that all Ticket purchases, regardless of the Purchase Method, are final and that (save for circumstances where the Refund Policy applies) no cancellations will be permitted and/or refunds or exchanges given following

full and successful payment by the Buyer of the relevant Purchase Price for the Ticket(s).

4. Distribution of Tickets

- 4.1. Tickets will be delivered to the Buyer in such way as identified to the Buyer during the Purchase Process.
- 4.2. Tickets shall remain the property of SFC at all times. SFC, however, authorise UEFA (and its representatives) to enforce these Terms and Conditions on its behalf.
- 4.3. Defective Ticket(s) such as, Tickets with illegible data, shall be notified to SFC or the Ticket Agent (as applicable) immediately upon receipt. Defective Ticket(s) will be replaced free of charge provided that the original defective Ticket(s) are returned/remitted to SFC or the Ticket Agent (as applicable) in their original condition. SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA and the Stadium Owner shall not be responsible for lost, stolen, damaged or destroyed Ticket(s) after their delivery to the Buyer. In particular SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA and the Stadium Owner shall not be liable to refund any Ticket(s) or to re-print Ticket(s).

USE OF TICKETS

5. Prohibited Use of the Ticket(s)

- 5.1. Except as expressly permitted in Article 5.2, any resale, transfer, offer or advertisement for resale or transfer of the Ticket(s) whether for free or for consideration, is strictly prohibited without the prior written approval of SFC or UEFA (to be given at SFC or UEFA's sole discretion).
- 5.2. Buyers shall be permitted to transfer Tickets to his/her Guest(s) provided that :
 - a. the Buyer will attend the Match together with his/her Guest(s);
 - b. the Tickets are for their personal use;
 - c. such permitted transfer is free of any extra consideration over and above the face value of the Ticket; and
 - d. Guests, by accepting the transfer of Tickets from the Buyer, agree to be subject to these Terms and Conditions.
- 5.3. The Ticket(s) shall not be:
 - a. used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
 - b. used as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake;
 - c. combined with and sold as part of any package of goods or services; or
 - d. combined with and sold as part of any travel or hospitality package (for example combining flights, hotels and the Ticket(s)).
- 5.4. Ticket Holders shall not:
 - a. run any advertisements or promotions relating to the Match, the participants in the Match, SFC, UEFA, the United Nations and the UEFA Foundation for Children;

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

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

- 5.5. Ticket(s) acquired or used in breach of this Article 5 and/or Article 10 of these Terms and Conditions shall be void and any person seeking to use such Ticket(s) will be deemed a trespasser and will be refused entry or be evicted from the Stadium with no right to a refund, and may be liable to further legal action. Any unauthorised sale or transfer of the Ticket(s) may be reported to the police.

6. Entrance to the Stadium

- 6.1. Access to the Stadium will be permitted during such hours as published on the Website.

- 6.2. Entrance to the Stadium shall be:

- a. subject to compliance with:
 - i. these Terms and Conditions;
 - ii. the Stadium Regulations;
 - iii. all applicable laws (whether statutory or otherwise and including health and safety requirements) governing access or presence at the Stadium, attendance at the Match, use of the Tickets, general safety certificate and any special safety certificate applying to the Stadium, issued by any authority that has jurisdiction or authority in relation to the holding of the Match at the Stadium; and
- b. authorised upon presentation of a valid Ticket per person (regardless of age) and, upon request, proof of identity with valid photograph (passport or national identity card). Ticket Holders leaving the Stadium will not be re-admitted.

7. Conduct at the Stadium

- 7.1. For safety and security purposes, all persons attending the Match, if and when so requested by stewards, safety personnel and/or any other legally authorised persons representing the organiser of the Match, shall:

- a. produce a valid Ticket together with proof of identity with valid photograph (passport or national identity card);
- b. 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 and/or police shall be entitled to search any person's clothing and his/her belongings; and
- c. comply with all instructions and guidelines issued by safety personnel, stewards and/or police and/or any other duly authorised persons at the Stadium.

- 7.2. The Stadium Regulations contain detailed lists of prohibited items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein. Abbreviated versions of these Terms and Conditions and/or Stadium Regulations, or simple icons illustrating prohibited items or conduct, may also be included on the Ticket and must be fully complied with by the Ticket Holder.

- 7.3. Without limitation, it is strictly forbidden to do any of the following inside the Stadium:
- a. occupy or access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Ticket category held by the Ticket Holder;
 - b. restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits; and/or
 - c. engage in any other conduct which may endanger any person at the Stadium.
- 7.4. 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 safety and security guidelines communicated by SFC, Fondation du Stade de Genève, UEFA and/or the Stadium Owner.

8. Sound and Image Recordings

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

C. MISCELLANEOUS

9. Liability

- 9.1. In the event that SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA and/or the Stadium Owner is in breach of their obligations (under these Terms and Conditions or otherwise), SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA 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. SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA 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 Buyer entered into a contract pursuant to these Terms and Conditions.
- 9.2. Notwithstanding Article 9.1, SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA and/or the Stadium Owner is not liable for any business losses and SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA 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.

- 9.3. In any event, to the maximum extent permitted by law, SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA 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.
- 9.4. SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA 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) their position at the Stadium and/or (ii) the actions of other spectators.
- 9.5. Notwithstanding any provision in these Terms and Conditions, SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA 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 SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA and/or the Stadium Owner's negligence or the negligence of any of their officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by law.
- 9.6. Nothing stated or implied in these Terms and Conditions will affect the Ticket Holder's statutory rights.

10. Unauthorised Spectators

- 10.1. Ticket Holders are permitted to attend the Match only provided that they are not an Excluded Person and provided that the transfer of the Ticket to the Guest(s) (if applicable) is made subject to and in accordance with Article 5.2 of these Terms and Conditions.
- 10.2. For the purpose of this Article 10, "Excluded Person" means:
- a. any person banned from membership of the fan club for their national football team;
 - b. any person subject to a football banning order pursuant to a conviction under the Laws of Switzerland;
 - 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 SFC, Fondation du Stade de Genève and/or the Stadium Owner from attending events at the Stadium; and
 - e. any person who has breached or is in breach of these Terms and Conditions.

11. Data

- 11.1. By purchasing Tickets, the Buyer:
- a. acknowledges and agrees that the personal data provided during the Ticket purchase process and, if applicable, the name(s) of his/her Guest(s) submitted pursuant to these Terms and Conditions are processed by SFC and/or the Ticket Agent (as applicable) and will be entered into a database owned by SFC and/or the Ticket Agent for the purposes of the organisation and running of the Match (in particular in connection with the Ticket sales and/or any relevant safety and security measures), and
 - b. warrants that he/she has obtained the consent of his/her Guest(s) for the processing of their data for the purposes specified in point a. above.

- 11.2. The Buyer acknowledges that:
- a. where the purchase of Tickets has been conducted through the Ticket Agent, the Ticket Agent will transfer the Buyer's personal data (and the name(s) of his/her Guest(s), if requested) to SFC; and
 - b. SFC may transfer the Buyer's personal data (and the name(s) of his/her Guest(s), if requested) to Fondation du Stade de Genève, UEFA and/or the Stadium Owner (and their agents) and to SFC's, Fondation du Stade de Genève and UEFA's service providers and third parties, in particular to Stadium security and access service providers, as well as to the relevant authorities for the above mentioned purposes, and in the performance of their activities
- 11.3. By providing their personal information during the Ticket purchase process, each Buyer acknowledges and agrees, and shall ensure that their Guest(s) acknowledges and agrees, that they have understood, accepted, and will comply with this Article 11.

12. Unforeseen Circumstances

- 12.1. SFC, Fondation du Stade de Genève, UEFA and/or the Stadium Owner reserve the right to make alterations to the time, date and location of the Match 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.
- 12.2. In the event of cancellation, abandonment, postponement or replaying of the Match, the Buyer will be bound by the Refund Policy in respect of any refunds of the Tickets purchased by the Buyer provided however that:
- a. any refunds may be made only to the Buyer (and not to the Guest(s)) and only up to the Purchase Price paid by such Buyer for the Ticket(s), and shall not, for the avoidance of doubt, entitle the Buyer to a refund of any costs and expenses incurred by the Buyer or Guest(s) in relation to travel or accommodation;
 - b. subject to the foregoing and Article 9, SFC, the Ticket Agent, Fondation du Stade de Genève, UEFA and/or the Stadium Owner will not have any liability to the Buyer or any Guest(s) on account of any such cancellation, abandonment, postponement, replay or other failure or deficiency in the conduct of the Match.

13. Severability and Amendment

- 13.1. SFC, Fondation du Stade de Genève, the Stadium Owner and UEFA reserve the right to change these Terms and Conditions if deemed necessary, including to ensure proper and safe staging of the Match at the Stadium. SFC or the Ticket Agent (as applicable) will notify each Buyer of such changes via the contact details indicated by the Buyer during the Ticket purchase process and the Buyer will have the choice to consent to such changes or to withdraw from the agreement concluded with SFC.
- 13.2. Should any provisions of these Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, 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.

14. Authentic Text

- 14.1. These Terms and Conditions have been drafted in the English language and translated into French. In the event of any discrepancy between the English and the translated version, the English version shall prevail.

15. General

- 15.1. The Buyer consents to these Terms and Conditions himself/herself and on behalf of his/her Guest(s) (i.e. the Buyer shall ensure that his/her Guest(s) understand(s), agree(s) with and will conform to these Terms and Conditions).
- 15.2. 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 these Terms and Conditions which is not already set out in these Terms and Conditions.
- 15.3. These Terms and Conditions are governed by the laws of Switzerland. The parties agree that the courts of Geneva, or that of the place of residence or domicile of the Buyer if the Buyer qualifies as a consumer, have exclusive jurisdiction to settle any dispute arising under or in connection with these Terms and Conditions.