

# 2023 UEFA YOUTH LEAGUE™ FINAL TOURNAMENT TICKETING TERMS AND CONDITIONS FOR FOOTBALL SCOUTS

## A. <u>INTRODUCTION</u>

## 1. Scope

The following 2023 UEFA Youth League™ Final Tournament ticketing terms and conditions (the "Terms and Conditions") are designed to ensure a fair, correct and efficient process for the request and use of Tickets to the 2023 UEFA Youth League™ Final Tournament at the Stade de Genève in Geneva. The allocation and use of such Tickets is 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.

## 2. Definitions

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 (including any issued in the context of COVID-19), of any governmental or local authority that apply to the Applicant and/or Ticket Holder, or the subject matter of

these Terms and Conditions.

**Applicant** any natural person over 18 years of age who has legal capacity

to apply and enter into an agreement for the allocation of Tickets to the Tournament in accordance with these Terms

and Conditions.

Application Form the electronic form filled-in and submitted by an Applicant

online via the FAME Portal being the request of the Applicant

to be allocated Ticket(s).

FAME Portal UEFA's online Football Administration and Management

Environment, the specific URL of which will be communicated to the Applicant by UEFA Parties, on which Applicants can

apply for Tickets by submitting the Application Form.

Guest an individual accompanying the Applicant to the Match to

whom Tickets may be transferred by the Applicant in

accordance with these Terms and Conditions.

**Match** any official match to be played as part of the Tournament.

**Notification** the email notification of acceptance by UEFA of the Applicant's

offer with confirmation of the allocation of the Ticket(s) indicated in such Notification, as sent by UEFA to the email address provided by the Applicant in the Application Form.

**Regulations** means, without limitation, the terms of the following:



- Stadium Rules; and/or

UEFA's statutes and regulations applicable for the Match.

SFC Servette Football Club 1890 SA of Route des Jeunes 10

1212 Grand-Lancy, Switzerland, who is the organiser of the Tournament and the seller of the Tickets for the Tournament.

**Stadium** the entire premises of the Stade de Genève, Route des Jeunes

16, 1211 Genève, including all areas which require a Ticket to

gain access to.

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

Stadium.

Stadium Rules the "Stade de Genève Stadium Rules" as applicable from time

to time which can be accessed at:

https://www.uefa.com/uefayouthleague/ and

https://servettefc.ch/2023-uefa-youth-league/

**Ticket** the paper, electronic print@home or mobile ticket held by the

Ticket Holder which (subject to these Terms and Conditions) grants the Ticket Holder the right to attend the Match and occupy a seat at the Stadium as indicated on each such Ticket.

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

Ticket including, without limitation, successful Applicants and

Guests (as applicable).

**Tournament** the final tournament of the UEFA Youth League™ 2022/2023

to be held at the Stadium on 21 April and 24 April 2023 (or on such other dates or at such other location as notified by

UEFA).

**UEFA** Union des associations européennes de football whose offices

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

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

Switzerland, a wholly owned subsidiary of UEFA.

**UEFA Parties**UEFA and UEFA Events SA.

## B. SALE OF TICKETS

#### 3. General Application Rules

- 3.1. For the purposes of these Terms and Conditions, SFC is the seller of the Tickets and the organiser of the Tournament. UEFA are the owner of the commercial rights in the Tournament and UEFA Events SA carries out certain operational tasks in relation to the Tournament.
- 3.2. Applicants may apply for the Ticket(s) via the FAME Portal within the application deadlines communicated to the Applicants.



- 3.3. By clicking the confirmation button/field in the Application Form on the FAME Portal, the Applicant acknowledges that they have read, understood and agree to comply with these Terms and Conditions and SFC's ticketing terms and conditions, which are available at <a href="https://servettefc.ch/2023-uefa-youth-league/">https://servettefc.ch/2023-uefa-youth-league/</a>.
- 3.4. Tickets will be available in one category as indicated on the FAME Portal however UEFA reserves the right to relocate the Ticket Holders at the Stadium.
- 3.5. In the Application Form, the Applicant is required to provide their surname, first name, organisation they represent, email address and phone number. The Applicant is also required to upload the details of their scout identification document. In addition, the Applicant is required to provide the surname and first name of their Guest.
- 3.6. It is the sole responsibility of the Applicant to ensure that:
  - a. the Application Form has been filled-in completely with all required personal details;
  - b. the mandatory acknowledgements and acceptances in relation to personal data processing and acceptance of these Terms and Conditions as required by UEFA in the Application Form are properly given by clicking the respective box(es) in the Application Form; and
  - c. the Application Form is properly submitted to UEFA. An email with the Application Form receipt confirmation will be issued by UEFA and sent automatically to the email address provided by the Applicant in the Application Form. If the Applicant does not receive this confirmation they should report it to UEFA without delay.
- 3.7. Timely submission of the correctly filled-in Application Form, properly received by UEFA, constitutes an offer of the Applicant to conclude an agreement to be allocated the Ticket(s) indicated in the Application Form, which may be accepted by UEFA in accordance with Article 4.1.

#### 4. Offer Acceptance

- 4.1. The agreement between UEFA and the relevant Applicant for the allocation of the Ticket(s) will be concluded (under these Terms and Conditions) only after the acceptance of the Applicant's offer to UEFA by way of submission of the Notification to the Applicant.
- 4.2. Applicants are requested to review their Notification for any inaccuracies, in particular with regards to their Ticket(s) quantity. Any inaccuracies must be immediately notified to UEFA.

# 5. Distribution of Tickets

- 5.1. Tickets will be delivered to the Applicants by virtue of "print@home" e-tickets and will be sent to the email address provided by the Applicant on the Application Form. A duly printed hard copy of the e-ticket or presentation of such e-ticket on a mobile device must be physically presented by each Ticket Holder at the Stadium. It is the responsibility of the Ticket Holder to print such e-tickets or show such e-tickets on a mobile device at the Stadium and SFC, UEFA Parties and the Stadium Owner shall be under no obligation to print such e-tickets for the successful Applicant and/or Ticket Holder or to provide any alternative paper Ticket(s).
- 5.2. Tickets shall remain the property of UEFA at all times.
- 5.3. Defective print@home Tickets, such as, for example, with illegible printing or missing any part of the printed area of the Ticket, will be rejected at the entrance of the Stadium. SFC, UEFA Parties and the Stadium Owner shall not be liable for defective, lost or stolen Tickets and shall not accept any obligation to reprint or refund such Tickets.



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

### 6. Prohibited Use of the Ticket(s)

- 6.1. Except as expressly permitted in Article 6.2, 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 UEFA (to be given at UEFA's sole discretion).
- 6.2. Applicants shall be permitted to transfer the Ticket to their Guest provided that (jointly):
  - a. the Applicant will attend the Match together with their Guest (unless otherwise permitted by UEFA);
  - b. each Guest(s) shall attend the Match and shall not resell or transfer their Ticket;
  - c. the Tickets are for their personal use;
  - d. such permitted transfer is free of any consideration; and
  - e. Guests, by accepting the transfer of Tickets from the Applicant, agree to be subject to these Terms and Conditions.

## 6.3. 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)).

#### 6.4. Ticket Holders shall not:

- a. run any advertisements or promotions relating to UEFA Parties, the UEFA Youth League™, the Tournament or the Match;
- 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.

- 6.5. Ticket(s) acquired or used in breach of Article 6 and/or Article 11 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 and may be liable to further legal action. Any unauthorised sale or transfer of the Ticket(s) may be reported to the police.
- 6.6. Any breach of these Terms and Conditions, any Applicable Laws and/or the Regulations shall entitle UEFA or SFC to cancel and invalidate the Ticket and any other Ticket(s) for the Tournament that have been allocated to the Applicant, with no right to a refund.



## 7. Entrance to the Stadium

- 7.1. Access to the Stadium will be permitted during such hours as specified in the Notification or as published on the UEFA Parties website at <a href="https://www.uefa.com/uefayouthleague/">https://www.uefa.com/uefayouthleague/</a>.
- 7.2. Entrance to the 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 in the context of COVID-19) 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).
- 7.3. Any breach of these Terms and Conditions by a Ticket Holder shall result in the Ticket Holder being deemed a trespasser and shall give SFC and UEFA Parties the right to eject said Ticket Holder from the Stadium.
- 7.4. Ticket Holders leaving the Stadium will not be re-admitted.

#### 8. Conduct at the Stadium

- 8.1. 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) in order to provide satisfactory evidence that the Ticket Holder's identity corresponds to that of the Applicant/Guest;
  - 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 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.
- 8.2. It shall be strictly forbidden inside the Stadium to express, to disseminate of any insulting, racist, xenophobic, sexist (relating to either men or women), religious, political or other illegal/prohibited



messages, particularly discriminatory propaganda messages or being in possession of such material.

- 8.3. 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.
- 8.4. 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; and/or
  - c. 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.

8.5. 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 safety and security guidelines communicated by SFC, UEFA Parties and/or the Stadium Owner.

#### 9. Sound and Image Recordings

- 9.1. Ticket Holders attending the Match at the Stadium, acknowledge being informed that they may be photographed, filmed or taped by UEFA Parties, SFC and/or the Stadium Owner, and/or any third parties appointed thereby, which shall have the right, in perpetuity or for the maximum term permitted under Applicable Laws, to reasonably 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.
- 9.2. Ticket Holders shall not collect, 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 their 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. Where assignment is not possible under applicable laws, the Ticket Holder grants to UEFA an exclusive, irrevocable and royalty free licence to use such copyright, database and other intellectual property rights. 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.

## D. MISCELLANEOUS

## 10. Liability



- 10.1. In the event that UEFA Parties, SFC and/or the Stadium Owner are in breach of their obligations (under these Terms and Conditions or otherwise), UEFA Parties, SFC 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, SFC 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 Applicant entered into a contract pursuant to these Terms and Conditions.
- 10.2. Notwithstanding Article 10.1 and subject to Article 10.5, UEFA Parties, SFC and/or the Stadium Owner is not liable for any business losses and UEFA Parties, SFC 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.
- 10.3. Subject to Article 10.5, in any event, to the maximum extent permitted by law, UEFA Parties, SFC and/or the Stadium Owner hereby excludes 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.
- 10.4. Subject to Article 10.5, UEFA Parties, SFC 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.
- 10.5. Notwithstanding any provision in these Terms and Conditions, UEFA Parties, SFC and/or the Stadium Owner do not seek to exclude or limit their liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by UEFA Parties', SFC's 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.
- 10.6. Nothing stated or implied in these Terms and Conditions will affect the Ticket Holder's statutory rights.

#### 11. Unauthorised Spectators

- 11.1. Ticket Holders are permitted to attend the Match only provided that:
  - a. they are not an Excluded Person (as defined in Article 11.2);
  - b. the Ticket has been obtained in accordance with these Terms and Conditions;
  - c. they comply with any and all entry requirements and/or acknowledgements (including any epidemiological acknowledgements, if required) in the context of COVID-19, as notified to them and/or the Applicant by SFC or UEFA Parties;
  - d. where required, they have obtained a valid VISA for entry into the country in which the Tournament is taking place; and
  - e. where the Ticket Holder travels to the country in which the Tournament is taking place, they have complied with any requirements which are in place regarding entry into such country (including but not limited to any travel and entry requirements imposed under Applicable Laws and/or otherwise in the context of COVID-19).

For the avoidance of doubt, UEFA Parties, SFC 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 11.1 and/or, where required, fail to obtain the necessary documents.



- 11.2. For the purpose of this Article 11, "Excluded Person" means:
  - a. any person banned from membership of the fan club for their national football team;
  - b. any person subject to an administrative or judicial football ban 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 UEFA, SFC and/or the Stadium Owner from attending events at the Stadium;
  - e. any person who is deemed by the participating clubs 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 club);
  - 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.

# 12. Privacy

- 12.1. UEFA is subject to applicable data protection laws when collecting and processing personal data. Personal data provided and processed pursuant to these Terms and Conditions is stored and processed via the FAME Portal in accordance with the FAME Portal Terms and Conditions, the Privacy Notification associated with these Terms and Conditions and the UEFA Privacy Policy as set out at https://www.uefa.com/privacypolicy/index.html.
- 12.2. By submitting the Application Form, each Applicant acknowledges and agrees, and shall ensure that their Guest(s) (if applicable) acknowledges and agrees, that they have understood this Article 12.

#### 13. Unforeseen Circumstances

- 13.1. UEFA Parties, SFC 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 (including in the context of COVID-19) made by any competent authority which have a major impact on the Match being played at the Stadium.
- 13.2. In the event of cancellation, abandonment, postponement, 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 Applicant will not be entitled to a refund of any costs and expenses incurred by the Applicant or Guest in relation to travel or accommodation.
- 13.3. Subject to Article 10, UEFA Parties, SFC and/or the Stadium Owner will not have any liability to the Applicant or any Guest on account of any such cancellation, abandonment, postponement, replay or other failure or deficiency in the conduct of the Match.

## 14. Severability and Amendment

14.1. UEFA reserves the right to change these Terms and Conditions if deemed necessary, including to ensure proper and safe staging of the Match at the Stadium. UEFA will notify each Applicant of any material changes via an email sent to the address indicated by the Applicant in the Application Form and the Applicant will have the choice to consent to such changes or to



- withdraw their application or withdraw from the agreement concluded with UEFA in accordance with Article 4.1 (as applicable).
- 14.2. 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.

#### 15. Authentic Text

15.1. These Terms and Conditions have been drafted in the English language.

#### 16. General

- 16.1. The Applicant consents to these Terms and Conditions themselves and on behalf of their Guest(s) (i.e. the Applicant shall ensure that their Guest(s) understand(s), agree(s) with and will conform to these Terms and Conditions).
- 16.2. 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 or the terms and conditions of SFC. In the event of any conflict between these Terms and Conditions and the terms and conditions of SFC, these Terms and Conditions shall prevail.
- 16.3. Save where precluded under any Applicable Laws, the laws of the Switzerland govern these Terms and Conditions. The parties agree that, save where precluded under any Applicable Laws, the courts of the Nyon shall have exclusive jurisdiction, save that if the 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 Applicant.

## 17. Contact

17.1. Any information requests about the ticketing process should be addressed to <a href="https://www.uyl.com/uyl.com