# UEFA SUPER CUP 2012 TICKETING TERMS AND CONDITIONS

#### A. INTRODUCTION

## 1 Scope

The following terms and conditions ("Terms and Conditions") are designed to ensure a fair, correct and efficient process for the purchasing of the Tickets for the UEFA SUPER CUP 2012. The sale and use of such Tickets are subject to the following Terms and Conditions and any other applicable laws or regulations ("Regulations") pertaining to access and usage of the Stade Louis II.

## 2 Definitions

Applicant means any individual with legal capacity to apply for Ticket(s) for

the UEFA SUPER CUP 2012 in accordance with these Terms

and Conditions.

Application Form means the document submitted by an Applicant via the UEFA

Super Cup 2012 Ticket Portal in order to be considered for

Tickets.

AS Monaco FC means AS Monaco FC Football Club with offices at Stade Louis

II, 7, Avenue des Castelans, BP 698, MC - 98014 Monaco

Cedex. Tel. +377 92 05 74 73, Fax +377 97 77 33 79.

Guest an individual for whom the Applicant may be applying and to

whom Ticket may be transferred in accordance with these Terms and Conditions. Children under 4 years of age will not be permitted to attend the UEFA SUPER CUP 2012. Children attending the UEFA SUPER CUP 2012 must be accompanied by an adult over 16 years of age and must be in possession of a

valid Match Ticket.

Host means the two entities being the Principality and AS Monaco FC

jointly referred to as the Host and responsible for the organisation of the UEFA SUPER CUP 2012 match in Monaco (including

without limitation the issuance of Tickets).

Match the UEFA SUPER CUP 2012 to be held at the Stadium on 31

August 2012 at 20:45 local time.

Notification means the confirmation or rejection of the allocation of Tickets.

Principality means the government of Monaco, one of the entities appointed

by the UEFA to be responsible for hosting the UEFA Super Cup

2012.

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

- Laws and Regulations of Monaco;

- UEFA Regulations.

Stadium means the entire premises of the Stade Louis II in Monaco in

which the Match will be played, including all areas which require a Ticket to gain access, as well as the immediate vicinity of such areas.

Ticket (s) means a Ticket giving right of entrance to the Match in

accordance with the information stated thereon.

Ticket Holder means any individual holding a Ticket.

UEFA means the Union des Associations Européennes de Football,

with offices at Route de Genève 46, 1260 Nyon, Switzerland.

UEFA Super Cup 2012 Ticket Portal means the platform from where Applicants can order the ticket(s)

at https://ticketing.uefa.com/uefasupercup.

## B. TICKETS

# 3 Applications

- 3.1 Individuals may apply for Ticket(s) for the Match via the online service provided by UEFA and the Host (or its agent) through the UEFA Super Cup 2012 Ticket Portal. Failure to complete the Application Form correctly will result in the application being rejected.
- 3.2 Each Applicant can apply for a maximum of two (2) Tickets. Any duplicate or multiple applications made by an Applicant will be rejected. UEFA, the Host and their agents reserve the right to cancel or reject any application at their sole discretion. False applications may be subject to legal action.
- 3.3 Applicants, by submitting their application, acknowledge and agree that Tickets are not guaranteed for the Match. Applicants must only apply for Tickets in one price category.
- 3.4 Post-ballot sales phase: in the event that there are any Tickets available after the pre-ballot sales phase, sales will be re-opened at a date to be announced in due course and Application Forms received by UEFA and the Host (or its agent) after such date will be assessed and Tickets will be allocated on a first come first served basis. Applicants will be notified of the result of their application within one week.
- 3.5 Neither UEFA nor the Host are liable for any damages sustained as a result of incorrect entry of information, any technical malfunctions of the internet, any failure of computer hardware or software, or any lost, incomplete or illegible applications.
- 3.6 Applicants shall indicate, by ticking the "I Agree" box, that they have understood, agreed with and will conform to these Terms and Conditions <a href="http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/01/81/67/91/1816791\_DOWNLOAD.pdf">http://www.uefa.com/MultimediaFiles/Download/competitions/Ticketing/01/81/67/91/1816791\_DOWNLOAD.pdf</a>

## 4 Ticket Allocation

4.1 Pre-ballot sales phase: Application Forms must be registered via the UEFA Super Cup 2012 Ticket Portal no later than 12.00 CET on 2 July 2012. Late applications will not be accessed or processed. If demand exceeds supply for the Match and/or category, all Tickets and/or category thereof shall be

- allocated by random selection via a ballot. All Applicants, whether successful or unsuccessful, will be informed by email not later than 6 July 2012.
- 4.2 A limited number of complimentary Tickets for Applicants using wheelchairs will be available. Furthermore, a complimentary Ticket will be provided for their personal assistant/carer. Applications for such tickets can be made until 2 July 12.00 CET via the AS Monaco FC email address: <a href="mailto:billetterie.supercup@asm-fc.com">billetterie.supercup@asm-fc.com</a>.
- 5 Payment and Distribution of Tickets
- 5.1 Payment of Tickets can be made by using a valid credit card (Mastercard, Visa, JCB or Diners only). The total amount for the purchase of Ticket(s) will be charged during the period from 4 July to 5 July 2012 to the credit card specified on the Application Form and will include an administrative charge of 5 Euros per application.
- 5.2 Sufficient funds must be available in order to purchase Ticket(s) and the credit card must have an expiry date beyond August 2012. Failure to make payment shall entitle UEFA or the Host (or its agent) to cancel the allocated Tickets and re-allocate them to another Applicant.
- 5.3 Ticket(s) shall be picked up by the applicant at the Stadium. The applicant must present a copy of the winner confirmation email and also a valid ID document. The Ticket Collection Point will be open on 30 August from 10:00 to 18:00 and on 31 August from 10:00 to 18:00. Tickets will not be dispatched by courier.
- 5.4 Duplicate Tickets will not be issued under any circumstances.
- 5.5 APPLICANTS SHALL PROVIDE THEIR NAME AND FULL ADDRESS DETAILS ON THE APPLICATION FORM. APPLICANTS SHALL BE FULLY AND UNCONDITIONALLY RESPONSIBLE FOR ENSURING THAT THEIR GUEST UNDERSTANDS, AGREES TO AND COMPLIES WITH THE TERMS AND CONDITIONS AND ANY APPLICABLE LAWS AND REGULATIONS.
- 5.6 Ticket Holders may only elect to cancel or exchange Tickets during the sales phase notified by UEFA on the UEFA Super Cup 2012 Ticket Portal. No cancellation will be accepted after the 2 July 2012. All successful sales shall be processed in full and payment deducted from Ticket Holder credit card after this date.
- 6 Use of Tickets
- 6.1 Entrance to the Stadium will be authorised on Match day only upon presentation of a valid Ticket per person and, if so requested, valid proof of identification with photograph (passport or national ID). Ticket Holders leaving the Stadium shall not be permitted to re-enter.
- 6.2 Neither UEFA nor the Host (including their respective representatives and agents) will be liable for any loss, injury or damage howsoever caused to the holder of a Ticket. The possession of a Ticket shall constitute unconditional acceptance by the Ticket Holder of these Terms and Conditions and imply an undertaking on the part of the Ticket Holder to observe and comply with them.

In the event of any breach of these Terms and Conditions by the Ticket Holder, UEFA and the Host (including their representatives and agents), reserve the right to cancel the Ticket Holder's Ticket(s) and retain the money paid therefore.

- 6.3 Both UEFA and the Host have the right to strictly enforce these Terms and Conditions and the Regulations. All Tickets remain the property of UEFA and, except as set out in Article 6.5, are not transferable. In case of any breach of these Terms and Conditions, Ticket(s) shall be voided, access to the Stadium will be denied to such breaching Ticket Holder(s) and the Ticket(s) shall, upon request of UEFA or the Host (or any of its duly authorized representatives present at the Stadium), be delivered up to UEFA.
- 6.4 APPLICANTS SHALL PURCHASE THE TICKET(S) EXCLUSIVELY FOR HIS/HER OWN PERSONAL USE (AND FOR HIS/HER GUEST'S PERSONAL USE, AS APPLICABLE). ANY OTHER USE IS PROHIBITED. APPLICANTS SHALL NOT PURCHASE TICKET(S) AS AN AGENT FOR ANY OTHER PERSON.
- 6.5 APPLICANTS WHO PURCHASE MORE THAN ONE (1) TICKET, ARE ENTITLED TO RETAIN ONE (1) TICKET FOR PERSONAL USE AND MAY TRANSFER THE SECOND TICKET TO HIS/HER GUEST FOR PERSONAL USE, PROVIDED HOWEVER THAT SUCH TRANSFER SHALL NOT BE FOR A PRICE WHICH EXCEEDS THE FACE VALUE OF SUCH TICKET PLUS THE PRO-RATED ADMINISTRATIVE CHARGES AS DESCRIBED IN THESE TERMS AND CONDITIONS. EXCEPT AS PROVIDED IN THE PRECEEDING SENTENCE, TICKET HOLDERS MAY NOT SELL, OFFER FOR SALE, AUCTION BY ANY MEANS (WHETHER ALONE OR WITH OTHER ITEMS), RE-SELL OR OTHERWISE TRANSFER THE TICKET(S) WITHOUT THE PRIOR WRITTEN APPROVAL OF UEFA.
- 6.6 EACH TICKET HOLDER ACKNOWLEDGES AND AGREES THAT ANY PERSON FOUND SELLING OR OTHERWISE DISPOSING OF THE TICKET(S) WITHOUT THE EXPRESS AUTHORISATION OF UEFA WILL BE REPORTED TO THE RELEVANT AUTHORITIES.
- 6.7 APPLICANTS, BY SUBMITTING THEIR APPLICATION, ACKNOWLEDGE AND AGREE THAT TICKETS ARE ISSUED SUBJECT TO ANY APPLICABLE LOCAL LAWS AT THE STADIUM AND ANY REGULATIONS OR RULES IN FORCE AT THE STADIUM FOR THE MATCH.

#### C. SAFETY AND SECURITY

- For the purpose of maintaining safety and security all persons attending the Match shall, if requested by police, stewards, safety personnel, and/or any other duly authorised persons, co-operate at any time (if so requested) in respect of: (a) handing over for verification a valid Ticket and photographic proof of identity (b) submitting to inspections, body checks and removal of unauthorised objects; and (c) complying with the instructions and guidelines of all such personnel.
- 7.1 No person shall enter or attempt to enter, the Stadium whilst under the influence of alcohol or drugs, or in possession of, whilst using, holding or attempting to bring without limitation the following items:

- (a) all weapons, regardless of type, and all objects that can be used as such;
- (b) all objects, materials or substances likely to pose a threat to safety, public order, or to disrupt the Match, or cause injury to persons or damage to goods;
- (c) projectiles of any kind such as bolts, pieces of wood or metal, stone, glass, cans, bottles (whether filled with combustible substances or not), prohibited containers which are, or were, capable of holding liquid and which, if thrown would be capable of causing injury to another person;
- (d) flammable or explosive substances, liquids and gasses, fireworks or flares of any kind;
- (e) alcoholic beverages, drugs, narcotics, stimulants or similar substances;
- banners or other signs or material bearing offensive, malicious, provocative, political or racial or sectarian text or messages and commercial/promotional materials;
- (g) flags, flagpoles, banners, badges, headgear, inflatable items, or symbols likely to disrupt order and safety or to impair visibility of other spectators;
- (h) animals except guide dogs (upon prior authorisation obtained from the Host);
- (i) promotional and commercial objects and materials of whatever nature, including but not limited to documents, leaflets, brochures, apparel, badges, signs, symbols, banners or similar;
- (j) other objects identified by police, stewards, safety personnel and/or any other duly authorised persons, which may affect security, public health, public order and/or the reputation of UEFA and/or the Host.

# 7.2 Whilst inside the Stadium no person shall:

- (a) throw, cast, thrust or fire any objects;
- (b) act in a violent or disruptive way or in any way incite violence, racism, sectarianism or xenophobia which may affect security, public health, public order and/or the reputation of UEFA and/or the Host;
- (c) express national, political, religious, ethnic and/or racial ideas or pursuits;
- (d) create any threat to the life or safety of himself/herself or others, or harm another person in any way whatsoever;
- (e) climb lighting masts, fences, roofs, dug-outs, and any other apparatus or constructions, or stand on seats;
- (f) stand on the pitch or area around the pitch at any time;
- (g) stand within viewing areas of the Stadium;
- (h) smoke within the Stadium;

- (i) move from one sector to another, if this movement is not permitted;
- (j) cause injury to persons or damage to any objects at any time;
- (k) remain at the Stadium longer than is strictly necessary for the purposes of watching the Match, or enter, block or otherwise use areas meant to be used in the event of any danger, such as emergency exits, entrances, stairs, landings etc.

### D. MISCELLANEOUS

- 8 Commercial Activity
- 8.1 Tickets may not be used for any commercial purposes such as, without limitation, for promotion, advertising, use as a prize in a competition or sweepstake, or as part of a hospitality or travel package (for example: combining flights, hotel and Tickets) without the prior written approval of UEFA.
- 8.2 No person at the Stadium may conduct promotional or commercial activity, including transmitting of match results, statistics or other data without the prior written approval of UEFA.
- 8.3 Any person at the Stadium is strictly prohibited from using, possessing or holding goods with promotional or commercial aims, as well as offering to sell, selling or possessing goods with intents to sell such drinks, food, souvenirs, Tickets, clothes, promotional and/or commercial items. All such items may be removed or temporarily confiscated by police and/or by stewards and/or any other duly authorised persons.
- 9 Sound and Image Recordings
- 9.1 Any person attending the Match acknowledges that use may be made, free of charge, of his/her voice, image and likeness by means of live or recorded video display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.
- 9.2 Any person attending the Match shall not 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 private use. In particular, it is strictly forbidden to disseminate over the internet, radio, television or any other current and/or future media, any sound, image, description, result or statistics of the Match in whole or in part, or assist any other person(s) conducting such activities.
- 10 Non Compliance with these Terms and Conditions and Regulations
- 10.1 Any Ticket Holder(s) whose actions are inconsistent with, or whose Ticket(s) have not been obtained in accordance with these Terms and Conditions will be refused entry to the Stadium or expelled from the Stadium with no right to refund and the relevant Ticket (s) will be cancelled. Ticket Holders shall be

obliged, upon request, to give an explanation as to how, from whom and from where their Ticket(s) have been obtained.

10.2 UEFA and the Host reserve all other legal rights.

## 11 Unauthorised Spectators

Individuals banned from attending football matches by the competent authorities or sports governing bodies are prohibited from applying for Tickets or attending the Match.

#### 12 Indemnification

Applicants and their Guests are responsible for the use of all Tickets allocated to them and shall indemnify and hold UEFA and Host harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from or arising out of a breach of these Terms and Conditions and the Regulations.

#### 13 Data Protection

Applicants acknowledge and agree that the personal data provided by them and contained in the Application Form is collected, stored and used by UEFA, the Host and its agents. Applicants consent to their personal data being processed 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 to this end, UEFA shall be permitted to transfer such personal data to third parties, including, if appropriate, the Host (and its agent), who shall only be processing such personal data at UEFA's request and instruction. Furthermore, provided that consent has been specifically given by Applicants in the Application Form, personal data can be used in order to provide Applicants with information on products and services of UEFA or other companies which have been carefully selected by UEFA, as well as in connection with future commercial activities or other UEFA events.

#### 14 Unforeseen Circumstances

- 14.1 UEFA, the Host and any competent authority, reserve the right to make alterations to the time, date and venue of the Match under unforeseen circumstances, including without limitation, force majeure, any safety and security concerns or decisions from UEFA or any other competent authority.
- 14.2 In the event that the Match is cancelled, an adequate and proportionate refund/compensation process will be set up depending on the circumstances, within the limits of the applicable law.

## 15 Severability and Amendments

15.1 In the event that any provision(s) of these Terms and Conditions or the Regulations are declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions or the Regulations shall

remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.

15.2 Within the limits of the applicable law, UEFA reserves the right to make reasonable amendments to these Terms and Conditions from time to time, the most up to date version of which shall be available on <a href="http://www.uefa.com">http://www.uefa.com</a> and, upon request, from the Host.

# 16 Authentic Text

These Terms and Conditions have been drafted in English and translated into other languages including French, German and Spanish and are available on <a href="http://www.uefa.com">http://www.uefa.com</a> and, upon request, from the Host. In the event of any discrepancy between the English and translated texts, the English text shall prevail.

- 17 Applicable Law and Jurisdiction
- 17.1 These Terms and Conditions and Regulations shall be governed by and interpreted in accordance with the laws of Monaco.
- 17.2 All disputes arising from or related to these Terms and Conditions shall be resolved by the competent court in Monaco. Nevertheless, UEFA and the Host reserve the right to pursue any legal proceedings in the competent courts at the defendant's domicile.

### 18 Information

Information requests in relation to the ticketing process for all general public sales should be addressed to AS Monaco FC:

By phone: Ticketing services + 377 92 05 37 54

Reception +377 92 05 74 73

(Monday to Friday, from 10:00 to 12:00 and 14:00 to 16:00, local time)

By e-mail to: <u>billetterie.supercup@asm-fc.com</u>