

2017 UEFA SUPER CUP™ TICKETING TERMS AND CONDITIONS

A. INTRODUCTION

1. Scope

The following 2017 UEFA Super Cup™ 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 2017 UEFA Super Cup™. 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 Stadium (as defined below).

2. Definitions

Accessibility Ticket	one of the types of Ticket (as further described in Article 3.3b below) offered for sale on the Ticket Portal, being either an Easy Access Seating Ticket or a Wheelchair Ticket for the Match.
Applicant	any natural person over 18 years of age with legal capacity to apply and enter into an agreement for the purchase of Tickets to the 2017 UEFA Super Cup™ in accordance with these Terms and Conditions.
Application Form	the electronic form filled-in and submitted by an Applicant online via the Ticket Portal in order to make a Request.
Companion Ticket	a complimentary general public Ticket issued with an Accessibility Ticket pursuant to Article 3.3b for the use of the personal companion/assistant accompanying a disabled Ticket Holder.
Easy-Access Seating Ticket	a Ticket for disabled people who do not use a wheelchair but require seating with easy access that is close to accessible amenities in the Stadium.
Guest	an individual accompanying the Successful Applicant to the Match to whom Tickets may be transferred in accordance with these Terms and Conditions and whose details were provided on the Application Form.
Host Association	the Football Federation of Macedonia, bul. ASNOM bb, MK – 1000 Skopje, FYR Macedonia, which is responsible for the organisation and staging of the Match in FYR Macedonia. For the avoidance of doubt, the Host Association is deemed to be the “organiser” of the Match under the applicable law.
Match	the 2017 UEFA Super Cup™ to be held at the Stadium on 8 August 2017 (or on such other date/location as notified by UEFA).
Purchase Notification	the notification of the Request confirming the allocation of such Ticket(s) indicated in such Purchase Notification, as sent by UEFA to the email address provided by the Applicant in the Application Form and as notified by updating the Applicant’s Request status on the Ticket Portal.

Purchase Price	the total purchase price for the Ticket(s) selected by the Applicant in the Application Form, inclusive of the shipping/delivery fee and VAT.
Refund Policy	the refund policy of UEFA as applicable from time to time which is available for review on the Ticket Portal.
Regulations	means, without limitation, the terms of the following: <ul style="list-style-type: none"> - Laws of FYR Macedonia; - Stadium Regulations; and/or - UEFA and the Host Association's statutes and regulations applicable for the Match.
Restricted View Ticket	one of the types of Tickets which may be offered for sale on the Ticket Portal, being a Ticket for the Match which has a restricted view of the pitch.
Request	the order placed by an Applicant via the Application Form for Ticket(s) to the Match in accordance with these Terms and Conditions. For the avoidance of doubt, a Request does not create a binding agreement between UEFA and the Applicant unless the requested Ticket(s) have been successfully allocated and the Request has been accepted in accordance with Article 5.
Single Ticket	one of the types of Tickets offered for sale on the Ticket Portal, being a Ticket for the Match.
Successful Applicant	any Applicant whose Request has been accepted by UEFA in accordance with Article 5.
Stadium	the stadium in Skopje at which the Match will be held, including all areas which require a Ticket (or hospitality pass, if applicable) to gain access.
Stadium Owner	the Joint Stock Company for Construction and Management of Housing and Business Premises of Importance for the Republic – Skopje, and any operator or lessee of the Stadium.
Stadium Regulations	the Stadium Regulations as applicable from time to time which can be accessed at: www.uefa.com/skopje
Ticket	the paper or plastic 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 their Guest(s) (as applicable).
Ticket Portal	the internet platform on which Applicants can apply for Tickets at: https://supercup.tickets.uefa.com/ .

Ticket Type	the Accessibility Ticket(s), Restricted View Ticket(s) (if applicable) and/or the Single Ticket(s).
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.
Wheelchair Ticket	a Ticket for a disabled person using a wheelchair within a designated wheelchair space at the Stadium.

B. SALE OF TICKETS

3. Buying Tickets on the Ticket Portal

- 3.1. Any Request for Ticket(s) requires the prior registration of the Applicant on the Ticket Portal and the Applicant must register on the Ticket Portal by following the procedure stipulated on the Ticket Portal.
- 3.2. An Applicant can submit a Request via the Ticket Portal which will be open until such time as specified on the Ticket Portal. During this period, the Applicant may access the Ticket Portal at any time to modify or cancel their Request. Following the closure of the Ticket Portal, no modification or cancellation will be permitted. Timely submission of a correctly filled-in Application Form, properly received by UEFA constitutes a firm and non-revocable undertaking to purchase the Ticket(s) indicated in the Application Form, which may be accepted by UEFA in accordance with Article 5.
- 3.3. The Ticket Portal will offer an Applicant the opportunity to submit a Request for Tickets as follows:
 - a. Single Tickets and Restricted View Tickets (if applicable but which, for the avoidance of doubt, are not guaranteed to be offered for sale on the Ticket Portal) will be available in three (3) price categories ("Price Categories"), based on the location of the seat in the Stadium. The seat map indicating the respective Price Categories will be displayed on the Ticket Portal;
 - b. a limited number of Accessibility Tickets (being either an Easy-Access Seating Ticket or a Wheelchair Ticket) will be available on the Ticket Portal, which will be delivered to a Successful Applicant with a complimentary Companion Ticket. For enforcement purposes under these Terms and Conditions:
 - i. where the Applicant is not the disabled spectator themselves, the disabled spectator will be considered as the Guest;
 - ii. where the Applicant is the disabled spectator, the personal companion/assistant will be considered as the Guest.
- 3.4. An Applicant cannot submit a Request for more than four (4) Tickets for the Match (including Single Tickets, Restricted View Tickets (if applicable) and Accessibility Tickets) on the Ticket Portal. Requests for more than four (4) Tickets (including Single Tickets, Restricted View Tickets (if applicable) and Accessibility Tickets) and/or multiple applications by the Applicant are not permitted and will be rejected or cancelled.
- 3.5. Guests named in an Applicants application for Tickets cannot be named in multiple applications for Tickets, regardless of whether such Guest is the named Applicant or the named Guest of another Applicant. Applications which result in the named Guest

being named on multiple applications (whether as a Guest or an Applicant) are not permitted and will be rejected or cancelled.

- 3.6. Any Applicant or Guest who has purchased or been allocated Tickets for the Match via any other method (including but not limited to Tickets purchased and allocated via the sales processes implemented by the clubs participating in the Match) are not permitted to receive Tickets pursuant to these Terms and Conditions. Any Request for such Tickets will be rejected or cancelled.
- 3.7. Accessibility Tickets can be located in various areas of the Stadium, depending on its layout, however all Accessibility Tickets will be priced as Category 3 tickets.
- 3.8. An Applicant applying for Accessibility Tickets on the Ticket Portal will be required to upload on the Ticket Portal a valid official document confirming her/his disability or the disability of the Guest (whichever the case may be). In this respect, the Centre for Access to Football in Europe (CAFE) and UEFA work in close collaboration.
- 3.9. The Applicant will not be able to select specific seats. Subject to Articles 3.16 and 3.17, seats will be randomly allocated based on the Price Category, Ticket Type and quantity of Tickets selected by the Applicant on the Ticket Portal.
- 3.10. Upon identifying Ticket(s) which they wish to purchase, the Applicant will notify UEFA with an offer that the Applicant is willing to purchase the Tickets from UEFA for the Purchase Price by completing and submitting the Application Form on the Ticket Portal.
- 3.11. In the Application Form, the Applicant is required to provide the surname, first name, date of birth, country of nationality, Passport or ID number for himself/herself and his/her Guest(s) and a postal address and phone number for the himself/herself.
- 3.12. 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 and payment information;
 - b. the mandatory consents 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;
 - c. the Application Form is properly submitted to UEFA in accordance with the instructions specified on the Ticket Portal; and
 - d. sufficient funds to cover the Purchase Price for the Ticket(s) (and any credit card issuing bank fees referred to in Article 4.4) are available on the credit card indicated for payment in their Application Form.

Any failure to comply by the Applicant with the above requirements will result in the Application Form (and thus such Applicant's offer to purchase Ticket(s)) being rejected.

- 3.13. The Applicant acknowledges and agrees that all Ticket purchases made on the Ticket Portal are final and that (save for circumstances where the Refund Policy applies) no cancellations will be permitted and/or refunds or exchanges given following the closure of the Ticket Portal and successful processing of the Applicant's credit card payment in accordance with Article 4.
- 3.14. By clicking the 'SUBMIT YOUR APPLICATION' button/field in the Application Form on the Ticket Portal, the Applicant acknowledges that he/she has read, understood and agrees to comply with these Terms and Conditions.
- 3.15. Submission of a correctly completed Application Form, properly received by UEFA, constitutes the offer of the Applicant to conclude an agreement for the purchase of the

Ticket(s) indicated in the Application Form, which may be accepted by UEFA in accordance with Article 5.1.

- 3.16. If demand for the Tickets exceeds its supply (whether for the Match itself or for any particular category of the Tickets) Tickets and/or categories thereof shall be allocated to Applicants by random selection via a lottery. Applicants whose applications were unsuccessful in such lottery will be informed by UEFA by no later than 14 July 2017 via an email sent to the address indicated by such Applicant in the Application Form.
- 3.17. In the event that Ticket(s) in the relevant Price Category selected by the Applicant are no longer available, the Applicant may be allocated Tickets in another Price Category provided that the Applicant has expressly authorised UEFA to do so by clicking the respective field in the Application Form. The Applicant recognises and accepts that by clicking the relevant field, the Applicant may have to pay a Purchase Price corresponding to the Price Category directly lower or higher than the one originally requested, thereby resulting in the payment of a lower or higher Purchase Price.
- 3.18. The Applicant acknowledges that any order which results in the Applicant exceeding the Ticket purchase limits identified in Article 3.4 or being allocated Tickets which would result in a breach of Article 3.6 shall be cancelled in full, regardless of whether such Applicant has become a Successful Applicant.
- 3.19. Any Applicant who, in the reasonable opinion of UEFA, purchases Ticket(s) using any computer software which is designed to afford the Applicant with an increased chance of being successful in the purchase of Tickets on the Ticket Portal (such as bots or spiders) shall have any Tickets purchased by them cancelled in full, regardless of whether the Applicant has become a Successful Applicant.

4. Payment

- 4.1. Payment for the Ticket(s) may only be made by credit card (MasterCard, Visa). Such credit card shall have an expiry date beyond July 2017.
- 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 Application Form. The Applicant acknowledges that by clicking the confirmation button/field in the Application Form, the Applicant permits the payment to be processed, and the Applicant's credit card to be charged in accordance with Article 4.3, provided the requested Ticket(s) are allocated. The allocation of Ticket(s) constitutes acceptance of the Request by UEFA and will be notified by updating the Applicant's Request status on the Ticket Portal.
- 4.3. Upon conclusion of the Request phase, as defined under Article 3.2 above, and following the allocation process of Tickets via lottery (if applicable) UEFA will process the credit card payment between 4 July 2017 and 14 July 2017 charging the Successful Applicant's credit card for the Purchase Price due for the Tickets selected by the Applicant or allocated via lottery (if applicable). All Purchase Prices are indicated in the Application Form and all payments will be made in EURO (€) currency.

CAVEAT:

IN THE EVENT THAT THE APPLICANT'S REQUEST IS ACCEPTED IN ACCORDANCE WITH ARTICLE 5 BELOW, THE APPLICANT UNDERTAKES TO HAVE SUFFICIENT FUNDS FOR THE PAYMENT OF THE TICKET(S) ON THE ACCOUNT CORRESPONDING TO THE COMMUNICATED CREDIT CARD.

THE APPLICANT UNDERSTANDS AND AGREES THAT HER/HIS REQUEST WILL BE REJECTED AND THAT HER/HIS TICKETS WILL NOT BE ALLOCATED IN THE EVENT THAT THE APPLICANT'S BANK REJECTS PAYMENT OF THE PURCHASE PRICE.

- 4.4. UEFA and the Ticket Portal are located in Switzerland and all credit card payments for the Tickets will be processed in Switzerland. The Applicant's credit card issuing bank will apply its own currency exchange rates (if applicable) and may levy additional fees or charges for such transaction. Applicants shall contact their respective credit card issuing bank before submitting the Application Form in order to enquire about the credit card issuing bank's exchange rates, charges or fees. UEFA and the Host Association shall not be responsible for any such exchange rates, fees or charges levied by the Successful Applicant's credit card issuing bank.

5. Offer Acceptance

- 5.1. The Agreement between UEFA and the Successful Applicant for the purchase of the Ticket(s) will be concluded and confirmed (under these Terms and Conditions) only after the:
- a. successful processing of the credit card payment for the Ticket(s) indicated in the Request, in accordance with Article 4; and
 - b. acceptance of the Applicant's offer by UEFA by way of submission of the Purchase Notification to the Successful Applicant.
- 5.2. Successful Applicants are requested to review their Purchase Notification for any inaccuracies, in particular with regards to their Ticket(s) quantity, price, and category. Any inaccuracies shall be immediately notified to UEFA in accordance with Article 18.

6. Distribution of Tickets

- 6.1. Tickets will be delivered to Successful Applicants in the following ways:
- a. by express courier sent to the delivery address of the Successful Applicant as provided to UEFA in the Application Form;
 - b. if a delivery attempt by express courier services in the country of residence of the Successful Applicant is not successful or if express courier delivery to the delivery address of the Successful Applicant is not possible for other exceptional reasons non-attributable to UEFA, the Ticket(s) will be remitted to such Successful Applicant personally during the official opening hours of the Ticket collection point at the Stadium (or in its vicinity) as further described in Article 6.3;
 - c. in relation to a limited number of Tickets, UEFA may decide (at its sole discretion) to remit the Tickets to the Successful Applicant by virtue of electronic "mobile tickets". Where Tickets are remitted in this manner, the Successful Applicant is required to download a dedicated application on their mobile phone. Such application will be made available by UEFA or its partners through the Apple App Store and the Google Play Store only and the electronic Tickets, will need to be displayed on the mobile phone in order to enter the Stadium. Where the Successful Applicant has been notified that the Ticket(s) will be remitted via "mobile tickets", it is the responsibility of the Successful Applicant to download and install the respective application and to ensure that the Tickets are displayed correctly on their mobile phone. In the event that the Successful Applicant has problems with the installation of the relevant app or the retrieval of the Tickets through the app, the Successful Applicant must immediately inform UEFA and in any event no later than 7 days prior to the day of the Match;
 - d. in relation to a limited number of Tickets, as part of the general effort aimed at maximising safety and security for the Match and preventing the black market resale of the Tickets, UEFA may decide (at its reasonable discretion) to remit the Tickets personally to the respective Successful Applicant during the official opening hours of the Ticket collection point at the Stadium (or in its vicinity) as further described in Article 6.4.

- 6.2. Subject to Articles 6.3 and 6.4, the Ticket delivery method will be notified to the Successful Applicant during the Ticket-purchase process on the Ticket Portal and will be confirmed to the Successful Applicant in the Purchase Notification. Successful Applicants will not be able to request: (i) a change thereof by UEFA; 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) sent by express courier in accordance with Article 6.1.a which the Successful Applicant rejects delivery of, fails to rearrange delivery of or fails to collect from the express courier company or which the Successful Applicant does not collect in accordance with Articles 6.3 and 6.4.
- 6.3. If delivery of the Tickets is not possible in accordance with Article 6.1.b, the Successful Applicant will be informed by email as soon as reasonably practicable that her/his Ticket(s) can be collected during the opening hours at the Ticket collection point. The email will provide the exact details of the Ticket(s) collection point as well as the opening times during which the Ticket(s) can be collected. Such location shall be in the vicinity of the Stadium or in Skopje city centre. In order to collect such Ticket(s), the Successful Applicant must show a personal identification document (passport or national identity card) for them and their Guest(s) and the print-out of the above mentioned email. The Guest(s) must be present at the Ticket collection point with the Successful Applicant in order to collect the Tickets.
- 6.4. In the event of that the Successful Applicant is required to collect his/her tickets in accordance with Article 6.1.d, the Successful Applicant will be informed by email, no later than 10 days prior to the Match, that her/his Ticket(s) can be collected during the opening hours at the Ticket collection point. The email will provide the exact details of the Ticket(s) collection point as well as the opening times during which the Ticket(s) can be collected. Such location shall be in the vicinity of the Stadium or in Skopje city centre. In order to collect such Ticket(s), the Successful Applicant must show a personal identification document (passport or national identity card) for them and their Guest(s) and the print-out of the above mentioned email. The Guest(s) must be present at the Ticket collection point with the Successful Applicant in order to collect the Tickets.
- 6.5. Where the Successful Applicant is required to collect her/his Ticket(s) in accordance with Articles 6.3 and 6.4 above, the Applicant acknowledges that UEFA shall take a photograph of the Successful Applicant as he/she collects the Ticket(s) and the Applicant hereby agrees to such photograph being taken.
- 6.6. In the event that the Successful Applicant requests that her/his Ticket(s) are delivered to an alternative address and/or recipient by the express courier service nominated by UEFA to deliver the Ticket(s), Applicants acknowledge and agree that the courier service will notify UEFA of such alternative delivery details and/or recipient details and that identity checks may be carried out at the Stadium in respect of the Tickets allocated to the Successful Applicant.
- 6.7. Tickets shall remain the property of UEFA at all times.
- 6.8. Defective Ticket(s) such as, for example, Tickets with illegible printing or missing seat numbers, shall be notified to UEFA in writing in accordance with Article 18 within seven (7) days of receipt of the Tickets (save for where such Ticket(s) have been collected by the Successful Applicant at the Stadium (or in its vicinity), in which case the Successful Applicant must immediately notify UEFA). Defective Ticket(s) will be replaced free of charge provided that the original defective Ticket(s) are returned/remitted to UEFA in their original condition. UEFA, the Host Association and the Stadium Owner shall not be responsible for lost, stolen, damaged or destroyed Ticket(s) after their delivery to the Successful Applicant. In particular UEFA, the Host Association and the Stadium Owner shall not be liable to refund any Ticket(s) or to re-print Ticket(s).
- 6.9. Defective mobile Ticket(s) such as for example: Tickets not displayed in the dedicated 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, the Host Association 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).

C. USE OF TICKETS

7. Prohibited Use of the Tickets

7.1. Except as expressly permitted in Article 7.2, any resale, transfer of Ticket(s), offer or advertisement of Ticket(s) for resale or transfer, whether for free or for consideration, is strictly prohibited.

7.2. The Successful Applicant shall be permitted to transfer Tickets to his/her Guest(s) (the details of whom were provided in the Application Form) provided that (jointly):

- a. the Successful Applicant 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 Successful Applicant, agree to be subject to these Terms and Conditions.

7.3. 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)).

7.4. Ticket Holders shall not:

- a. run any advertisements or promotions relating to UEFA, the UEFA Super Cup™ 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.

7.5. Ticket(s) acquired or used in breach of Article 7 and/or Article 12 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.

8. Entrance to the Stadium

- 8.1. Access to the Stadium will be permitted during such hours as specified on the Ticket or as published on UEFA's website at www.uefa.com.
- 8.2. 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 and signature (passport or national identity card).
- 8.3. Ticket Holders leaving the Stadium will not be re-admitted.

9. Conduct at the Stadium

- 9.1. 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 and signature (passport or national identity card) in order to provide satisfactory evidence that the Ticket Holder's identity corresponds to that of the Applicant/Guest whose details were provided in the Application Form;
 - 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.
- 9.2. 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 the 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.
- 9.3. 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.

- 9.4. 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 UEFA, the Host Association and/or the Stadium Owner.

10. Sound and Image Recordings

- 10.1. Ticket Holders attending the Match at the Stadium, consent to being photographed, filmed or taped by UEFA, the Host Association 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.
- 10.2. 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.

D. MISCELLANEOUS

11. Liability

- 11.1. In the event that UEFA, the Host Association and/or the Stadium Owner is in breach of their obligations (under these Terms and Conditions or otherwise), UEFA, the Host Association 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, the Host Association 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.
- 11.2. Notwithstanding Article 11.1, UEFA, the Host Association and/or the Stadium Owner is not liable for any business losses and UEFA, the Host Association 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.
- 11.3. In any event, to the maximum extent permitted by law, UEFA, the Host Association 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.
- 11.4. UEFA, the Host Association 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.

- 11.5. Notwithstanding any provision in these Terms and Conditions, UEFA, the Host Association 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 the UEFA's, the Host Association'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.
- 11.6. Nothing stated or implied in these Terms and Conditions will affect the Ticket Holder's statutory rights.

12. Unauthorised Spectators

12.1. 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 7.2 of these Terms and Conditions.

12.2. For the purpose of this Article 12, "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 a football banning order pursuant to a conviction under the Laws of FYR Macedonia;
- 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 the UEFA, the Host Association 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); and
- f. any person who has breached or is in breach of these Terms and Conditions.

13. Data

13.1. By clicking the confirmation button/field in the Application Form on the Ticket Portal, the Applicant:

- a. acknowledges and agrees that the personal data submitted pursuant to these Terms and Conditions, including in the Application Form, and the name of his/her Guest(s) are processed by UEFA and will be entered into a database owned by UEFA 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 any other match(es) organised and run by UEFA; 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.

13.2. The Applicant acknowledges that UEFA may transfer the Applicant's personal data and the personal data of his/her Guest(s) to the Host Association, the Stadium Owner (and their agents) and/or the relevant authorities, for the purposes set out above. Furthermore, provided that the Applicant has specifically granted his/her consent on the Application Form, his/her personal data can be used to provide him/her (or his/her Guest(s)) with information on products, services, commercial activities and events of UEFA and/or its commercial partners.

13.3. Personal data provided and submitted pursuant to these Terms and Conditions, including in the Ticket Portal and Application Form, is stored and processed via the Ticket Portal in accordance with the Ticket Portal and UEFA's privacy policies. These policies can be found at: <http://uefa.to/2lg9QjJ>.

13.4. By submitting the Application Form, each Applicant acknowledges and agrees, and shall ensure that their Guest(s) acknowledges and agrees, that they have understood, accepted, and will comply with this Article 13.

14. Unforeseen Circumstances

14.1. UEFA, the Host Association 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.

14.2. In the event of cancellation, abandonment, postponement or replaying of the Match, 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 Guest(s)) 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 Guest(s) in relation to travel or accommodation;
- b. subject to the foregoing and Article 11, UEFA, the Host Association and/or the Stadium Owner will not have any liability to the Successful Applicant or any Guest(s) on account of any such cancellation, abandonment, postponement, replay or other failure or deficiency in the conduct of the Match.

15. Severability and Amendment

15.1. UEFA reserves the right to change these Terms and Conditions if necessary to ensure proper and safe staging of the Match at the Stadium. UEFA will notify each Applicant of such 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 his/her application or withdraw from the agreement concluded with UEFA in accordance with Article 5.1 (as applicable).

15.2. 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.

16. Authentic Text

These Terms and Conditions have been drafted in the English language and translated into the language of FYR Macedonia and are available on the Ticket Portal and, upon request, from UEFA. In the event of any discrepancy between the English and the translated version, the English version shall prevail.

17. General

17.1. Each Applicant consents to these Terms and Conditions himself/herself and on behalf of his/her Guest(s) (i.e. the Applicant shall ensure that his/her Guest(s) understand(s), agree(s) with and will conform to these Terms and Conditions).

17.2. 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.

- 17.3. These Terms and Conditions are governed by the laws of FYR Macedonia. The parties agree that the courts of FYR Macedonia, or that of the place of residence or domicile of the Applicant if the latter qualifies as a consumer, have exclusive jurisdiction to settle any dispute arising under or in connection with these Terms and Conditions.

18. Contact

Any information requests about the ticketing sales process should be addressed to the customer service appointed by UEFA in relation to the ticketing process for the Match, through:

<https://support.tickets-scup.uefa.com/hc/>

or via e-mail:

support.tickets.scup@uefa.ch