

UEFA EUROPA LEAGUE™ FINAL 2013 TICKETING TERMS AND CONDITIONS

A. INTRODUCTION

1. **Scope**

The following UEFA Europa League™ Final 2013 Ticketing terms and conditions ("Terms and Conditions") are designed to ensure a fair, correct and efficient process for the purchase and use of Tickets to the UEFA Europa League™ Final 2013. 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 Amsterdam ArenA. In case there is a conflict between the Terms and Conditions and the Ground Regulations the respective provisions of the Terms and Conditions shall prevail.

2. **Definitions**

Applicant	any individual with legal capacity to apply for Tickets to the UEFA Europa League™ Final 2013 in accordance with these Terms and Conditions.
Application Form	the document submitted by an Applicant online as specified under Article 3.1 of these Terms and Conditions in order to be considered for Tickets.
Ground Regulations	the Amsterdam ArenA stadium regulations (also referred to by the Stadium Operator as the House Rules or Visitor Policy) as applicable from time to time which can be accessed via the Amsterdam ArenA website (http://www.amsterdamarena.nl/other/huisregels/en/).
Guest	an individual accompanying the Applicant to the Match to whom Tickets may be transferred in accordance with these Terms and Conditions.
Host Association	the Koninklijke Nederlandse Voetbalbond whose offices are located at Woudenbergseweg 56-58, 3707 HX Zeist, the Netherlands, including the entity established by the Host Association in relation to the Match, the foundation Stichting Europa League Finale 2013, whose offices are located at Woudenbergseweg 56-58, 3707 HX Zeist, the Netherlands.
Match	the final match of the UEFA Europa League™ 2012/2013 to be held at the Stadium on 15 May 2013 (or on such other date as notified by UEFA).
Notification	the confirmation or rejection of the application for the allocation of Tickets by the Host Association.

Refund Policy	the refund policy of UEFA as applicable from time to time which is available for review on the UEFA Europa League Final 2013 Ticket Portal.
Regulations	means, without limitation, the terms of the following: <ul style="list-style-type: none"> - Laws and regulations of the Netherlands; - Ground Regulations; and/or - UEFA and Host Association Statutes and Regulations.
Stadium	the entire premises of Amsterdam ArenA, including all areas which require a Ticket to gain access.
Stadium Operator	the owner and/or operator of the Stadium, being a limited partnership Stadion Amsterdam C.V. as well as the public limited company Stadion Amsterdam N.V. with offices at Arena Boulevard 1, 1101 AX Amsterdam Zuidoost, the Netherlands.
Ticket	the ticket provided by UEFA and/or the Host Association to the Ticket Holder which (subject to these Terms and Conditions) grants the Ticket Holder the right to attend the Match and occupy a seat or space at the Stadium which is identified on the each such paper or plastic ticket.
Ticket Holder	any individual who is in actual and legitimate possession of a Ticket including, without limitation, Applicants and Guests.
UEFA Europa League Final 2013 Ticket Portal	the platform on which Applicants can apply for the Tickets at https://ticketing.uefa.com/uefaeuropaleague .
UEFA	the Union des associations européennes de football, which is responsible for the organisation of the UEFA Europa League™, with offices at Route de Genève 46, 1260 Nyon 2, Switzerland.

B. Sale of Tickets

3. General Application Rules

- 3.1. Individuals may apply for Tickets to the Match via the UEFA Europa League Final 2013 Ticket Portal at <https://ticketing.uefa.com/uefaeuropaleague>. Failure to complete the Application Form correctly will result in the application being rejected. The Application Form constitutes a mere offer to conclude an agreement and requires subsequent confirmation from UEFA and the Host Association (or their agents).

- 3.2. Each Applicant can apply for a maximum of two (2) Tickets. Any duplicate or multiple applications made by any Applicant will be rejected. UEFA, the Host Association and their agents reserve the right to cancel or reject any application at their sole discretion and false applications may be subject to contractual and criminal sanctions.
- 3.3. The Tickets are subject to availability. Applicants may only apply for one (1) price category. In the event Tickets in the applied-for price category are sold out, UEFA, the Host Association and their agents may allocate Tickets in a different price category or area than that requested by the Applicant, in case the Applicant has expressly confirmed this option in the application process.
- 3.4. Neither UEFA nor the Host Association 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, unless caused by UEFA or the Host Association's gross negligence or fault.

4. Application Process

- 4.1. Submission of an Application Form: Application Forms must be registered via the UEFA Europa League Final 2013 Ticket Portal by no later than 12:00 CET on 18 January 2013. Late applications will not be considered or processed. Applicants shall confirm, by clicking the respective confirmation button/field within the Application Form on the UEFA Europa League Final 2013 Ticket Portal, that they have understood, agreed with and will conform to these Terms and Conditions and all applicable laws, and shall ensure that their Guests understand, agree with and will conform to these Terms and Conditions and all applicable laws.
- 4.2. Applicants are required to provide in the Application Form the full name and date of birth of their Guests.
- 4.3. If demand exceeds supply for the Match and/or any categories, all Tickets and/or categories thereof shall be allocated by random selection via a ballot. All Applicants, whether successful or unsuccessful, will be informed by email by no later than 1 February 2013. Tickets are sold exclusively by order and for account of the Host Association.
- 4.4. After the Host Association has received the full payment for the Tickets allocated to the Applicant, the agreement between UEFA and the relevant Applicant will be deemed to have been concluded and shall incorporate these Terms and Conditions.
- 4.5. A limited number of Category 4 Tickets will be available for wheelchair users, furthermore, a complimentary Ticket will be provided for the wheelchair user's personal assistant/carer. If demand for these Tickets exceeds supply such Tickets shall be allocated by random selection via a ballot.

5. Payment and Distribution of Tickets

- 5.1. Payment for Tickets may only be made by using a valid credit card (MasterCard or Visa). The total amount for the purchase of Tickets will be charged during the period from 18 January 2013 to 1 February 2013 to the

credit card specified in the Application Form and will include an administrative charge, as follows:

- a. Within the Netherlands € 8;
- b. Within Europe € 20;
- c. Outside of Europe € 35.

Sufficient funds must be available in order to purchase Tickets and the credit card must have an expiry date beyond May 2013. Non-payment or insufficient payment shall entitle UEFA and the Host Association (or their agents) to cancel the allocated Tickets and re-allocate them to another Applicant. In such case, UEFA and the Host Association (or their agents) expressly reserve the right to claim compensation.

- 5.2. Except as provided in Article 5.3 below, Tickets will be dispatched by no later than the end of April 2013, by express courier to the declared delivery address of the Applicant stated on the Application Form as specified under 3.1 of these Terms and Conditions. Where courier services are not provided for in the country of the Applicant as stated in the Application Form, UEFA and the Host Association reserve the right to distribute the Tickets to the Applicants personally on the day of the Match as further described in Article 5.3.
- 5.3. As part of the general effort aimed at maximizing safety and security during the event, UEFA and the Host Association may select a limited number of Tickets for personal pick-up on the day of the Match in the location communicated by UEFA sufficiently in advance of the Match. Such location shall be in close vicinity of the Stadium or in Amsterdam city centre. In order to collect the Tickets, the Applicant must present the same credit card as was used to pay for the Tickets as well as an additional form of identification (passport or national identity card) for the Applicant and his/her Guest. UEFA will communicate the exact details of the Ticket collection point as well as the opening time during which Tickets may be collected by no later than seven (7) days before the Match.
- 5.4. Ticket Holders are obliged to check order confirmations and the physical Tickets received for any inaccuracies, in particular with regard to their number, price, and category. Complaints about obvious defects (N.B.: the allocation of tickets as specified under Article 3.3 of these Terms and Conditions shall NOT be considered a defect) such as faulty printing, missing key data, e.g. seat number, etc. shall be made within ten (10) days following receipt of the Tickets in writing, either by e-mail or regular mail, to the contact address provided. Ticket Holders whose complaints arrive on time and are considered justified, will receive new Tickets free of charge. Article 3.3 of these Terms and Conditions shall remain unaffected. The date of receipt of the complaint by the Host Association shall be deemed decisive. Complaints sent after the ten (10)-day period specified above shall not be considered, and no Tickets will be taken back and/or exchanged.

C. Use of Tickets

6. General Rules for the Use of Tickets

- 6.1. Applicants shall be permitted to transfer their Tickets to Guests provided that:
- a. the Applicant will attend the Match together with his/her Guest;
 - b. the Tickets are used by the Applicant and Guests for personal use only; and
 - c. such permitted transfer shall be free of any consideration whatsoever (including, without limitation, any charges, costs, cash, non-cash consideration or benefits in kind).
- 6.2. Other than expressly permitted herein, resale or transfer of the Tickets is strictly prohibited without the prior written approval of UEFA. Any Ticket supplied or obtained in breach of the Terms and Conditions shall be void and all rights conferred therewith shall be nullified. Any person seeking to use a Ticket obtained in breach of these Terms and Conditions in order to gain or provide access to or remain at the Stadium will be a trespasser and will be liable to be refused entry or evicted from the Stadium, and be liable to legal action. The Applicant acknowledges (and shall ensure that each of his/her Guests acknowledge) that the unauthorised sale or disposal of Tickets may, be reported to the police should UEFA, the Stadium Operator and/or the Host Association become aware that Tickets are being offered or sold illegally.
- 6.3. Tickets may not be:
- a. used for any promotion, advertising, fundraising, auction or similar purposes;
 - b. used as 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 Tickets).

For the avoidance of doubt, no commercial branding whatsoever may be displayed by the Applicant and/or his/her Guests at the Stadium.

- 6.4. The Applicant shall not and shall ensure that each of his/her Guests shall not:
- a. run any advertisements or promotions relating to UEFA, the UEFA Europa LeagueTM 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 use of the Tickets including, without limitation, any display of any Applicant or Guest's corporate or business logo, trademark or trade name.

6.5. All Tickets remain the property of UEFA at all times.

7. Entrance to the Stadium

7.1. Access to the Stadium will be permitted during such hours as are notified to the Applicant or as published on the UEFA website.

7.2. Entrance to the Stadium shall be:

- a. subject to compliance with:
 - i. these Terms and Conditions;
 - ii. the Ground Regulations;
 - iii. all present and future laws, ordinances, orders, rules and regulations (whether statutory or otherwise and including health and safety requirements) governing the Stadium, and/or attendance at the Match, and/or use of the Tickets, the general safety certificate and any special safety certificate applying to the Stadium, the bye-laws, rules, regulations, orders, directions, codes of practice, the Police Service, the Fire Brigade, UEFA and any other authority or organisation that has jurisdiction or authority in relation to the holding of the Match at the Stadium from time to time; 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). 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 a Match, if and when so requested by stewards, safety personnel and/or any other legally authorised persons, shall:

- a. produce a valid Ticket together with proof of identity with valid photograph and signature (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 weapons or other prohibited or unauthorised items. Safety officials, stewards or police shall be entitled to search any person's clothing and other items in their possession; and
- c. comply with all instructions and guidelines issued by such personnel.

8.2. The Ground Regulations contain detailed lists of prohibited items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein. Abbreviated version of the Terms and Conditions and/or Ground 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.

- 8.3. It is strictly forbidden to do any of the following inside the Stadium, without limitation:
- a. access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Ticket category;
 - b. restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits; and/or
 - c. any other conduct which is not authorized.

9. Damages

- 9.1. The Applicants acknowledge that any damage to the Stadium (including to seats) that is caused by the Applicant and/or his/her Guests shall be the Applicant's sole responsibility and shall be rectified at the Applicant's cost.

10. Sound and Image Recordings

- 10.1. Ticket Holders when attending the Match at the Stadium, consent to being photographed, filmed or taped by the Host Association, the Stadium Operator, UEFA and/or any third parties appointed by them, which shall have the right to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration, of 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 private and domestic use. 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.

D. MISCELLANEOUS

11. Non-Compliance with these Terms and Conditions

- 11.1. Any Applicant or Guest whose Ticket has not been obtained in accordance with these Terms and Conditions or whose actions are in breach of these Terms and Conditions or the Ground Regulations, will be refused entry to or will be expelled from the Stadium with no right to refund. In such case, all the Applicant's Tickets will be void and all rights conferred therewith shall be nullified and any person seeking to use Tickets that have not been obtained in accordance with these Terms and Conditions or whose actions are in breach of these Terms and Conditions or the Ground Regulations in order to gain or provide access to or remain at the Stadium will be a trespasser and will be liable to be refused entry or evicted from the Stadium, and be liable to legal action. Any Ticket Holder may be required, upon request, to give an explanation as to how, from whom and from where he/she obtained his/her Ticket.

- 11.2. The Applicant will indemnify the Host Association, the Stadium Operator, UEFA and their respective affiliates, officers, employees, agents and contractors (the “Indemnified Parties”) against any liability, losses, claims, demands, costs and expenses, including, without limitation, legal and other professional fees:
- a. arising out of any personal injury or property damage caused by any act or omission of such Applicant and/or his/her Guests;
 - b. incurred by the Indemnified Parties in the enforcement of the Terms and Conditions whether or not litigation is actually commenced and including any appeal proceedings; and
 - c. incurred by the Indemnified Parties in order to repair any damage (other than ordinary wear and tear) to the passageways, stairways, escalators and lifts giving access to the hospitality areas and/or any other seat(s) and any other part of the Stadium caused by any act or omission of such Applicant and/or his/her Guests.

12. Disclaimer of Liability

- 12.1. All terms of the Terms and Conditions are subject to all applicable laws. The Host Association, the Stadium Operator and/or UEFA will not be in breach of the Terms and Conditions by reason of compliance with the applicable laws.
- 12.2. The Host Association, the Stadium Operator and/or UEFA will not be liable for, and the Applicant or any Guest will not assert any claim of any nature against the Host Association, the Stadium Operator and/or UEFA for any act or omission of or any breach or default by any person other than the Host Association, the Stadium Operator and/or UEFA (and then subject to the remainder of this Article 12).
- 12.3. To the extent permitted by law, the Host Association, the Stadium Operator, UEFA and their respective affiliates, officers, employees, agents and contractors will not be liable or responsible for any loss, damage, or injury to the Applicant or any Guest, or any property of the Applicant or any Guest (including any lost or stolen Tickets), resulting from any cause whatsoever.
- 12.4. Subject to Article 12.3, the Host Association, the Stadium Operator and UEFA's aggregate liability to the Applicant or any Guest in connection with the Terms and Conditions, whether in contract or tort (including negligence) or in any other way, will not exceed the aggregate sum paid by the Applicant for the relevant Tickets as at the relevant date.
- 12.5. Notwithstanding Articles 12.3 and 12.4, nothing in the Terms and Conditions shall exclude or limit the liability of any person for death or personal injury caused by him/her, or his/her officers', employees' or agents' negligence or for any fraud or wilful misconduct.
- 12.6. Subject to Article 12.5, the Host Association, the Stadium Operator and/or UEFA will not be liable to the Applicant or any Guest whether in contract, tort or otherwise for any indirect, incidental, special or consequential loss or damage or for any loss of profit or revenue, loss of use, loss of business or contracts or loss of opportunity.

- 12.7. Applicants and Guests are responsible for the use of the Tickets allocated to them and shall indemnify and hold the Host Association, the Stadium Operator and/or UEFA harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from or arising out of a breach of the Terms and Conditions and/or the Ground Regulations.
- 12.8. Nothing stated or implied in the Terms and Conditions will affect the Applicant's or Guest's statutory rights under any applicable law.

13. Default

- 13.1. If, in the reasonable opinion of UEFA, the Host Association or the Stadium Operator, the Applicant or any Guest:
- a. causes any disturbance or nuisance in the Stadium;
 - b. otherwise prejudices the safety or welfare of any person present in the Stadium;
 - c. contravenes any of the undertakings contained in the Terms and Conditions or the Ground Regulations or any applicable laws whether before or during the Match; or
 - d. makes any unauthorised advertisement, sale, offer for sale, exposure for sale or transfer of (or gives away to a person who agrees to pay for some other goods or services or offers to do so) any Ticket (whether such Ticket is provided pursuant to the Terms and Conditions or otherwise) or facilitates in any direct or indirect way such unauthorised advertisement, offer for sale, exposure for sale, sale or transfer of Ticket or such other benefits (or of any other tickets to events at the Stadium) by others,

the following shall apply:

- a. all rights conferred via any Ticket shall be void and nullified without any refund;
- b. any person seeking to use a Ticket obtained in breach of these Terms and Conditions in order to gain or provide access to or remain at the Stadium will be a trespasser and will be liable to be refused entry or evicted from the Stadium, and be liable to legal action;
- c. UEFA may refuse the Applicant and/or his/her Guests entry into the Stadium without any refund; and/or
- d. UEFA may require such persons to leave the Stadium without any refund;

The rights and remedies of the Host Association, the Stadium Operator and UEFA under this Article 12.8 shall be in addition to any other right or remedy of the Host Association, the Stadium Operator and UEFA under the Terms and Conditions or under the law or in equity.

14. Unauthorised Spectators

14.1. 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 is made subject to and in accordance with Article 6.1 of the Terms and Conditions.

14.2. For the purpose of this Article 14 “Excluded Person” means:

- a. any person from time to time banned by the Host Association from membership of the Netherlands official supporters club for the senior men’s 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 from time to time subject to a football banning order pursuant to a conviction under the Law of the Netherlands;
- c. any other person from time to time known or reasonably believed by the Host Association to have been banned by the Host Association, the Stadium Operator, UEFA, FIFA, any football governing body or otherwise, from travelling to or attending an association football match;
- d. any person from time to time banned by the Host Association or the Stadium Operator from attending events at the Stadium; and
- e. any person known or reasonably believed by UEFA, the Host Association and/or the Stadium Operator to have been engaged in (or to have facilitated in any direct or indirect way) the unauthorised advertisement, offer, sale or transfer of Tickets or tickets to any other football match or any other sporting or other match whether the match is held at the Stadium or otherwise.

15. Data

15.1. The Applicant acknowledges and agrees that the personal data provided on the Application Form and the names of his/her Guests submitted pursuant to the Terms and Conditions are collected by UEFA and will be entered into a database owned by UEFA. The Applicant consents to his/her personal data and the names of his/her Guests being processed for the purposes of the organisation and running of the Match (in particular in connection with the hospitality sales and/or any relevant safety and security measures), and warrant that he/she has obtained the consent of his/her Guests in relation to the same.

15.2. UEFA shall be permitted to transfer the Applicant’s personal data and the names of his/her Guests to third parties, including, the Host Association and the Stadium Operator (and their agents), 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 Guests) with information on products, services, commercial activities and events of UEFA and/or its commercial partners.

16. Unforeseen Circumstances

- 16.1. The Host Association, the Stadium Operator and UEFA 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 an impact on the Match being played at the Stadium.
- 16.2. In the event of cancellation, abandonment, postponement or replaying of the Match, Article 12 of the Terms and Conditions shall apply. The Applicant will be bound by the Refund Policy for any refunds of the Tickets purchased by the Applicant provided however that:
- a. Any refunds may be made only to the Applicant and not the Guest and only up to the face value of the Tickets purchased by such Applicant (and shall not, for the avoidance of doubt, entitle the Applicant to a refund of any costs and expenses incurred by the Applicant or Guests in relation to travel or accommodation);
 - b. In any event of a postponement, the Ticket will be applicable to the rearranged match; and
 - c. Subject to the foregoing and Article 12.3 and 12.5, the Stadium operator and/or UEFA 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.

17. Severability and Amendment

- 17.1. UEFA reserves the absolute right to change the Terms and Conditions from time to time in order to ensure proper and safe staging of the Match at the Stadium. UEFA will notify the Applicant of such changes if they materially affect Applicant's rights as a consumer.
- 17.2. 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.

18. Authentic Text

- 18.1. The Terms and Conditions have been drafted in the English language and translated into Dutch and are available on the UEFA Europa League Final 2013 Ticket Portal and, upon request, from UEFA. In the event of any discrepancy between the English and translated version, the English version shall prevail.

19. General

- 19.1. The Applicants have entered into the Terms and Conditions for themselves and on behalf of each Guest (and must inform each Guest of the same).
- 19.2. The Terms and Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any

statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the Terms and Conditions which is not already set out in the Terms and Conditions.

19.3. If the Applicant or any Guest fails to comply with any of the provisions of the Terms and Conditions, the Host Association, the Stadium Operator and/or UEFA may at their sole discretion, and without prejudice to any of their other remedies:

- a. move the Applicant and/or any Guest to a different location within the Stadium;
- b. eject the Applicant and/or any Guest from the Stadium; and/or
- c. suspend with immediate effect the provision by UEFA to the Applicant of Tickets without any refund.

19.4. The Terms and Conditions are governed by the law of the Netherlands. The parties agree that the courts of the Netherlands have exclusive jurisdiction to settle any dispute arising under or in connection with the Terms and Conditions.

20. Contact

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

By phone to the following numbers:

Monday to Friday, from 09:00 to 17:00 CET:

0031 343 499 333 (outside Netherlands)

0343 499 333 (within Netherlands)

By email to: uelf2013@knvb.nl