

FINALIST TICKET ALLOCATION AGREEMENT

This agreement (the agreement and all its appendices being referred to as the “**Agreement**”) is entered by and between the

Finalist Club: Manchester City Football Club Limited

Address: Etihad Stadium, Etihad Campus, Manchester, M11 3FF

(hereinafter the “**Finalist**”),

and

UEFA Events SA, with its registered office at Route de Genève 46, 1260 Nyon 2, Switzerland,

(“**UEFA Events SA**”)

in respect of the 2023 UEFA Super Cup™ due to be held at the Stadio Georgios Karaiskakis in Piraeus, Greece on Wednesday 16 August 2023 (the “**Match**”).

This Agreement consists of this document and the following Appendices:

- **Appendix A:** 2023 UEFA Super Cup™ UEFA Group Sales Ticketing Terms and Conditions;
- **Appendix B:** 2023 UEFA Super Cup™ UEFA Group Sales Privacy Notification; and
- **Appendix C:** Details regarding the Personal Data transferred between the Parties.

Background

- A. UEFA is the official body for European football responsible to its member associations for the governing of the sport of football in Europe in accordance with its rules and regulations and for the sanctioning and staging of certain football competitions including the Match.
- B. UEFA Events SA is the wholly-owned subsidiary of UEFA which is tasked with certain operational tasks pertaining to the organisation of UEFA’s events and competitions. UEFA Events SA is responsible for all aspects of the Ticket (as defined below) sales and has the sole and exclusive authority to conduct the Portal (as defined below) and the Finalist Fans Sales Ticketing Portal (as defined below).
- C. The Finalist is one of the clubs that has qualified for the Match and is duly authorised to receive an allocation of Tickets (as defined below) to be used by the Finalist’s internal guests and fans.
- D. In relation to the Tickets (as defined below) to be sold to the fans of the Finalist, the Finalist wishes to appoint UEFA Events SA to execute such sales in line with the guidelines and allocation rules requested by the Finalist.

- E. In this Agreement, UEFA Events SA and the Finalist wish to set forth the rules and requirements governing allocation, distribution and sales of the Tickets being made available by UEFA Events SA to the Finalist.

It is agreed as follows:

1. Allocation of the Tickets

- 1.1. The Finalist is one of the two (2) clubs participating in the Match.
- 1.2. UEFA Events SA will supply a quota of tickets for the Match ("**Tickets**") to the Finalist in accordance with this Agreement (the "**Finalist Tickets**").
- 1.3. The Finalist Tickets that will be allocated to the Finalist by UEFA Events SA are split into two (2) groups:
 - a. purchasable and complimentary Finalist Tickets solely for the internal use of the Finalist (the "**Internal Allocation Tickets**"); and
 - b. Finalist Tickets sold directly by UEFA Events SA to the Finalist's fans (the "**Finalist Fans Sales Tickets**").
- 1.4. The exact quantity and category of the Finalist Tickets being allocated to the Finalist under this Agreement are as communicated to the Finalist by UEFA Events SA.
- 1.5. The Finalist shall comply and be bound by all of the requirements set forth in the Regulations of the 2023 UEFA Super Cup™ and the UEFA Safety and Security Regulations 2019 and with all the terms of this Agreement (including its Appendices).

2. Allocation Rules

- 2.1. Internal Allocation Tickets
 - a. UEFA Events SA will supply the Finalist with the Internal Allocation Tickets through;
 - i. the relevant UEFA Events SA ticketing portal, the specific URL of which shall be communicated to the Finalist (the "**Portal**"); and
 - ii. if requested by the Finalist to UEFA Events SA, and in relation to such maximum quantity of Internal Allocation Tickets as specified by UEFA Events SA, the use of particular website access codes (the "**Finalist Internal Allocation Tickets Access Codes**") which are generated by UEFA Events SA and sent to the Finalist and which subsequently allow individuals selected by the Finalist (and who receive such Finalist Internal Allocation Tickets Access Codes direct from the Finalist) to purchase Internal Allocation Tickets directly from UEFA Events SA on the ticketing portal used for Finalist fan sales, the specific URL(s) of which shall be notified to the Finalist by UEFA (the "**Finalist Fans Sales Ticketing Portal**").
 - b. The Finalist shall comply (and shall cause all persons who are involved in Finalist Ticket handling and distribution on the Finalist's side to comply) with all of the requirements set forth in this Agreement and in the Portal.
 - c. In particular, the Finalist acknowledges and agrees that:

- i. the 2023 UEFA Super Cup™ UEFA Group Sales Ticketing Terms and Conditions; and
- ii. the 2023 UEFA Super Cup™ UEFA Group Sales Privacy Notification

shall be applicable to the Internal Allocation Tickets requested by the Finalist on the Portal and shall be provided to or made available (as required under the applicable law) by the Finalist to each person to whom Internal Allocation Tickets are provided (if necessary, in the applicable local language, which shall be arranged by the Finalist and at the Finalists cost) and will obtain each such person's acceptance thereof prior to confirming any allocation of the Internal Allocation Tickets.

Where Internal Allocation Tickets are made available using the Finalist Internal Allocation Tickets Access Codes, the Finalist Fans Sales Ticketing Portal will contain separate ticketing terms and conditions (the “**Finalist Fans Sales Ticketing Portal Terms and Conditions**”), which those who purchase Internal Allocation Tickets on the Finalist Fans Sales Ticketing Portal will be required to accept and confirm their agreement to prior to purchasing any Internal Allocation Tickets (and such Finalist Fans Sales Ticketing Portal Terms and Conditions will be available for review by such purchasers on the Finalist Fans Sales Ticketing Portal prior to purchasing any Internal Allocation Tickets). A privacy notification will also be available on the Finalist Fans Sales Ticketing Portal (the “**Finalist Fans Sales Privacy Notification**”) and purchasers will be required to acknowledge this Finalist Fans Sales Privacy Notification when purchasing Internal Allocation Tickets on the Finalist Fans Sales Ticketing Portal. The Finalist Fans Sales Ticketing Portal Terms and Conditions and Finalist Fans Sales Privacy Notification shall be the same terms and conditions and privacy notification as those applicable to the sales of the Finalist Fans Sales Tickets.

- d. The Finalist will be required to pay to UEFA Events SA the total amount due in respect of the purchasable Internal Allocation Tickets (save for, if applicable, any Internal Allocation Tickets which are sold directly by UEFA on the Finalist Fans Sales Ticketing Portal using the Finalist Internal Allocation Tickets Access Codes) after the Match. The total amount due in accordance with this clause will be settled with the UEFA prize money allocated to the Finalist. The euro (€) shall be considered as the reference currency applicable when converting the prices to any other currencies as applicable for the Finalist.

2.2. Finalist Fans Sales Tickets

- a. UEFA Events SA will conduct the sales of the Finalist Fans Sales Tickets via the Finalist Fans Sales Ticketing Portal. UEFA Events SA will conduct the sales of the Finalist Fans Sales Tickets under the specific allocation rules defined by the Finalist and communicated to UEFA Events SA and in accordance with the process agreed with the Finalist.

The Finalist acknowledges and confirms that the sales process defined by the Finalist and communicated to UEFA Events SA is fully compliant with applicable laws, in particular the fan ticket selection rules which will be implemented by the Finalist and the data protection requirements set out under Clause 3 below.

- b. The Finalist Fans Sales Tickets will be made available by UEFA Events SA to the Finalist's fans (as notified to UEFA Events SA by the Finalist) during such period as notified to the Finalist by UEFA Events SA. Following the expiry of this period, any Finalist Fans Sales Tickets which are not sold shall be reallocated by UEFA Events SA at its sole discretion.

- c. The Finalist Fans Sales Ticketing Portal Terms and Conditions (available at https://ticketingdocs.page.link/SCUP_2023_GP_Fans_Terms_and_Conditions_EN), which apply to the sales by UEFA Events SA of the Finalist Fans Sales Tickets, will be available for review by each person applying for the Finalist Fans Sales Tickets on the Finalist Fans Sales Ticketing Portal and each buyer will be required to confirm their agreement to these terms and conditions prior to purchasing any Finalist Fans Sales Tickets. In addition, each buyer of Finalist Fans Sales Tickets will be required to acknowledge the Finalist Fans Sales Privacy Notification (available at https://ticketingdocs.page.link/SCUP_2023_GP_Fans_Privacy_Notification_EN) which will be available on the Finalist Fans Sales Ticketing Portal.
- d. UEFA Events SA shall decide on the seating arrangements of the Finalist Fans Sales Tickets holders within the allocated areas for each Finalist.

3. Data Protection

- 3.1. In the context of the performance of this Agreement, the Parties may be required to exchange information relating to identified or identifiable applicants for Finalist Tickets ("**Personal Data**") as further described under Clause 4 and Appendix C.
- 3.2. Both Parties undertake that each Party shall act as an independent Data Controller in order to process the Personal Data for their own means and purposes in accordance with applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority with jurisdiction over the Parties relating to the processing of personal data, including but not limited to the EU General Data Protection Regulation 2016/679 (the "GDPR"), the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC) and any national implementing legislation, as well as the Swiss Federal Data Protection Act and its ordinance, in each case as amended and replaced from time to time ("**Applicable Data Laws**").
- 3.3. Both Parties represent and warrant that they will comply with Applicable Data Laws when processing Personal Data regarding the Finalist Tickets.

4. Personal Data of the Ticket Holders

- 4.1. Internal Allocation Tickets shall be distributed to the Finalist as mobile Tickets and the holders of such Tickets shall, in accordance with the 2023 UEFA Super Cup™ UEFA Group Sales Ticketing Terms and Conditions and by the deadline communicated to the Finalist by UEFA Events SA, provide their personal details to UEFA Events SA directly in the mobile ticketing app used for the 2023 UEFA Super Cup™. Personal details required shall include: first name(s), surname, date of birth, passport/ID issued by country name, passport/ID number for each such Internal Allocation Ticket holder. In addition, holders of Internal Allocation Tickets shall be required to provide any such other Personal Data as required by law (the details of which, if applicable, shall be notified to the Finalist by UEFA Events SA). In the event that the personal data of the holders of such Internal Allocation Tickets is not provided by the deadline, the relevant Tickets may be cancelled with no right to a refund. Notwithstanding the requirement for the holders of Internal Allocation Tickets to provide their personal details in the mobile ticketing app, the Finalist shall ensure that it maintains a record of the Personal Data of the persons to whom it provides Internal Allocation Tickets and that the personal details of such Internal Allocation Ticket holders are linked by the Finalist with each Ticket (including the relevant information of block, row and seat number) in accordance with Article 6.1 of the 2023 UEFA Super Cup™ UEFA Group Sales Ticketing Terms and Conditions. The Finalist shall ensure that all such Personal Data is correct and available and provided in accordance with the

instructions of UEFA, UEFA Events SA and/or the relevant authorities for matters related to safety and security.

- 4.2. In the event that Internal Allocation Tickets need to be distributed to the Finalist as paper Tickets for troubleshooting reasons, such troubleshooting paper Tickets shall be provided to the Finalist on the day of the Match and the Finalist shall ensure that all persons to whom it allocates or distributes such troubleshooting paper Internal Allocation Tickets, provide the Finalist with their personal details including also those of their own guest(s) (and the Finalist shall subsequently transfer such personal details to UEFA Events SA by such method and in accordance with such timescales and deadlines as notified to the Finalist by UEFA Events SA). Personal details required shall include: first name(s), surname, date of birth, passport/ID issued by country name, passport/ID number for each Internal Allocation Ticket holder to whom such troubleshooting paper Tickets are provided. In addition, holders of such troubleshooting paper Internal Allocation Tickets shall be required to provide any such other Personal Data as required by law (the details of which, if applicable, shall be notified to the Finalist by UEFA Events SA). Personal details shall be linked with the seating information (block, row and seat). The Finalist shall ensure that such data collection, processing and transfer is carried out fully in accordance with any Applicable Data Laws, including in relation to obtaining any required consents from the Internal Allocation Ticket holders. In the event that the personal data of the holders of such Internal Allocation Tickets is not provided by the deadline, the relevant Tickets may be cancelled with no right to a refund.

The Finalist shall ensure that all such Personal Data is correct and available and provided in accordance with the instructions of UEFA, UEFA Events SA and/or the relevant authorities for matters related to safety and security.

- 4.3. Where Internal Allocation Tickets are sold directly by UEFA Events SA on the Finalist Fans Sales Ticketing Portal, purchasers of Internal Allocation Tickets will be required to provide their personal details, including: first name(s), surname, date of birth, passport/ID issued by country name, passport/ID number, mobile telephone number, email address, postal address and up-to-date credit or debit card details. The purchaser of any Internal Allocation Tickets on the Finalist Fans Sales Ticketing Portal shall also be required to provide, when requested by UEFA Events SA (which may be during the purchase phase or at a later date), the Personal Data of their guest(s) (if such purchaser has been permitted by the Finalist to purchase Internal Allocation Tickets for a guest(s)). Such Personal Data shall include: first name(s), surname, date of birth, passport/ID issued by country name, passport/ID number. In addition, purchasers of Internal Allocation Tickets on the Finalist Fans Sales Ticketing Portal shall be required to provide any such other Personal Data for themselves and their guest(s) (if applicable) as required by law (the details of which, if applicable, shall be notified to the purchasers by UEFA Events SA).
- 4.4. Each person applying for the Finalist Fans Sales Tickets on the Finalist Fans Sales Ticketing Portal will be required to provide their personal details, including: first name(s), surname, date of birth, mobile telephone number, email address, passport/ID issued by country name, passport/ID number, address, Finalist fan club membership number (if applicable and requested), proof of disability (if applicable) and, when requested by UEFA Events SA (which may be either at the point of application or following confirmation of a successful application, depending on the sales process which the Finalist has asked UEFA Events SA to implement), credit or debit card details. In addition, when requested by UEFA Events SA (which may be during the application phase or at a later date), persons applying for (or applicants who have been allocated) Finalist Fans Sales Tickets shall also provide the personal details of their guest(s) (if applicable). Such Personal Data shall include: first name(s), surname, date of birth, passport/ID issued by country name, passport/ID number and (if applicable and requested) Finalist fan club membership number. In addition, purchasers of Finalist Fans Sales Tickets

shall be required to provide any such other Personal Data for themselves and their guest(s) (if applicable) as required by law (the details of which, if applicable, shall be notified to the purchasers by UEFA Events SA). In the event that the personal data of the holders of such Finalist Fan Sales Tickets is not provided by the deadline communicated by UEFA Events SA, the relevant Tickets may be cancelled with no right to a refund. Notwithstanding the requirement for persons applying for Finalist Fans Sales Tickets on the Finalist Fans Sales Ticketing Portal to provide their personal details to UEFA Events SA, the Finalist shall ensure that it maintains a record of the Personal Data of the persons to whom Finalist Fans Sales Tickets are offered/allocated along with the applicable access code provided by the Finalist to such person. The Finalist shall ensure that all such Personal Data is correct and available and provided in accordance with the instructions of UEFA, UEFA Events SA and/or the relevant authorities for matters related to safety and security.

5. Ticket Distribution Rules

- 5.1. The Internal Allocation Tickets (which, for the avoidance of doubt, includes any Internal Allocation Tickets which are sold on the Finalist Fans Sales Ticketing Portal using the Finalist Internal Allocation Tickets Access Codes) is the quota to which the Finalist is entitled to satisfy its internal needs, namely: players' families, internal staff and business relations, players union, sponsors, youth teams and any other relevant target groups for the Finalist. This is not an exhaustive list and this quota shall satisfy all non-individual fan related needs of the Finalist.
- 5.2. Internal Allocation Tickets, save for any Internal Allocation Tickets which are sold on the Finalist Fans Sales Ticketing Portal using the Finalist Internal Allocation Tickets Access Codes, shall be distributed to the Finalist's in accordance with Article 7 of the 2023 UEFA Super Cup™ UEFA Group Sales Ticketing Terms and Conditions (as set out in [Appendix A](#)).
- 5.3. The Finalist shall, save for any Internal Allocation Tickets which are sold directly by UEFA on the Finalist Fans Sales Ticketing Portal using the Finalist Internal Allocation Tickets Access Codes, be responsible for the distribution of the Internal Allocation Tickets to their Internal Allocation Ticket holders. Internal Allocation Tickets, save for any Internal Allocation Tickets which are sold directly by UEFA Events SA on the Finalist Fans Sales Ticketing Portal using the Finalist Internal Allocation Tickets Access Codes, shall be distributed in accordance with the rules established and communicated to the Internal Allocation Ticket holders by the Finalist. UEFA and UEFA Events SA shall not be liable for any problems arising from or out of or any damages sustained as a result of the distribution process implemented by the Finalist. Any information requests regarding the distribution of Tickets should be addressed to and be handled directly by the Finalist.
- 5.4. For the avoidance of doubt, the Finalist shall not sell, offer for sale or arrange for the sale of the Internal Allocation Tickets to, by or through ticket brokers, travel agents, tour operators, hospitality companies or any other person.

6. Compliance with the relevant Ticketing Terms and Conditions

- 6.1. Any Internal Allocation Tickets provided to the Finalist:
 - a. shall, in accordance with Clause 5.1, be used by the Finalist for its own purposes only and may not be sold, resold and/or otherwise transferred without the prior written approval of UEFA and/or UEFA Events SA (to be given at UEFA and/or UEFA Events SA's sole discretion);
 - b. can be provided by the Finalist to Internal Allocation Ticket holders on a complimentary basis or for the face value of the relevant Internal Allocation Ticket. For the avoidance of

doubt, any Internal Allocation Tickets sold on the Finalist Fans Sales Ticketing Portal using Finalist Internal Allocation Access Codes shall be sold for the face value of the relevant Internal Allocation Ticket (i.e. complimentary Internal Allocation Tickets will not be available on the Finalist Fans Sales Ticketing Portal);

- c. are not transferable to any person other than the designated holder of the relevant Internal Allocation Tickets; and
- d. may not be used by any person or organisation other than the Finalist (including the Finalist's partners for any promotional or commercial purposes).

6.2. The Finalist shall distribute Internal Allocation Tickets and provide Finalist Internal Allocation Tickets Access Codes to their guests, provided that:

- a. the Finalist complies with all safety and security requirements concerning the Internal Allocation Tickets as communicated to them from time to time, in particular related to ensuring that Internal Allocation Tickets are not allocated to, and that Finalist Internal Allocation Tickets Access Codes are not provided by the Finalist to, any persons banned from attending football matches or who may otherwise pose a safety risk at the stadium.
- b. Internal Allocation Tickets cannot be:
 - i. used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
 - ii. used as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake;
 - iii. combined with and sold as part of any package of goods or services; or
 - iv. combined with and sold as part of any travel or hospitality package (for example combining flights, hotels and Ticket(s)).

6.3. UEFA and/or UEFA Events SA may refuse the Internal Allocation Ticket holder access to the stadium for the Match, if it appears that the Internal Allocation Ticket has not been obtained via the official channels of the Finalist, UEFA or UEFA Events SA or that the person holding the Internal Allocation Ticket(s) is in breach of the 2023 UEFA Super Cup™ UEFA Group Sales Ticketing Terms and Conditions or Finalist Fans Sales Ticketing Portal Terms and Conditions (as applicable). In the event of a breach of the 2023 UEFA Super Cup™ UEFA Group Sales Ticketing Terms and Conditions or the Finalist Fans Sales Ticketing Portal Terms and Conditions (as applicable), the relevant Internal Allocation Ticket(s) may be cancelled without any refund.

6.4. In accordance with the Finalist Fans Sales Ticketing Portal Terms and Conditions, any resale, transfer of Ticket(s) (save for the transfer of Tickets for medical reasons in accordance with the provisions of the Finalist Fans Sales Ticketing Portal Terms and Conditions), offer or advertisement of Ticket(s) for resale or transfer, whether for free or for consideration, is strictly prohibited. Provision of any Finalist Tickets purchased on the Finalist Fan Sales Ticketing Platform to the guest of the actual buyer (if applicable and permitted in accordance with the rules communicated by the Finalist) will be possible only if made in compliance with the Finalist Fans Sales Ticketing Portal Terms and Conditions.

6.5. Furthermore, the Finalist acknowledges and agrees that the Finalist Fans Sales Ticketing Portal Terms and Conditions shall specifically state that:

- a. Finalist Fans Sales Tickets (which shall, for the purposes of this clause 6.5.a, include Internal Allocation Tickets sold using Finalist Internal Allocation Tickets Access Codes) cannot be:
 - i. used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
 - ii. used as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake;
 - iii. combined with and sold as part of any package of goods or services; or
 - iv. combined with and sold as part of any travel or hospitality package (for example combining flights, hotels and Ticket(s)).
- b. and that Finalist Fans Sales Ticket (which shall, for the purposes of this clause 6.5.b, include Internal Allocation Tickets sold using Internal Allocation Tickets Access Codes) holders shall not:
 - i. run any advertisements or promotions relating to UEFA, the UEFA Super Cup™ or the Match;
 - ii. 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
 - iii. exploit any marketing or promotional opportunities in relation to the Ticket(s).

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

- 6.6. Finalist Fans Sales Ticket(s) (which shall, for the purposes of this clause 6.6, include Internal Allocation Tickets sold using Internal Allocation Tickets Access Codes) acquired or used in breach of the Finalist Fans Sales Ticketing Portal Terms and Conditions shall be void with no right to a refund and any person seeking to use such Finalist Fans Sales Ticket(s) will be deemed a trespasser and will be refused entry to or be evicted from the Stadium, and may be liable to further legal action. Any unauthorised sale or transfer of the Finalist Fans Sales Ticket(s) may be reported to the police.
- 6.7. Any breach of the Finalist Fans Sales Ticketing Portal Terms and Conditions shall entitle UEFA Events SA to cancel and invalidate the relevant Finalist Ticket and any other Tickets that have been purchased by such person for the Match.

7. Security aspects

- 7.1. If legally permitted, the Finalist shall provide its list of persons excluded from attending matches through either judicial or administrative banning mechanisms to UEFA Events SA, so that UEFA Events SA can exclude such applicants from any Ticket sales phase(s).
- 7.2. If the total number of Finalist Fans Sales Tickets requested through the Finalist Fans Sales Tickets programme of the Finalist is expected to be below the total quota available to the Finalist,

UEFA Events SA will decide in collaboration with the Finalist to reduce the allocation of the respective Finalist Fans Sales Tickets quota by the end of the Finalist Fans Sales Tickets period. In due course and subject to safety and security measures, UEFA Events SA may offer these Finalist Tickets to the fans of the Finalist's team opponent or the general public and will then take the necessary steps in close collaboration with the Finalist and the Finalist's team opponent to maintain an appropriate separation system of the two supporters' groups.

8. Miscellaneous

- 8.1. The Finalist shall comply with all relevant UEFA and UEFA Events SA decisions or instructions and shall cooperate with UEFA and UEFA Events SA fully (including undertaking legal action) where any unauthorised sale, promotion or other unauthorised activity which may involve the Finalist Tickets is identified by UEFA and/or UEFA Events SA.
- 8.2. If the Finalist, including any of its directors, officials or employees, suspects or becomes aware of any unauthorised Finalist Ticket sale, auction or transfer, the Finalist shall take appropriate measures to prevent or cancel such transfer and report the case to UEFA and/or UEFA Events SA immediately.
- 8.3. If any event outside the control of either Party affects the performance of this Agreement or if the Match is cancelled, then each Party shall be relieved from its obligations under this Agreement as a result thereof.
- 8.4. The Finalist shall not assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of UEFA Events SA.
- 8.5. In the event of any breach of this Agreement, UEFA Events SA shall be entitled to withhold or withdraw, partially or fully, the Finalist Ticket allocation to the Finalist in addition to any remedies available to UEFA Events SA by law.
- 8.6. The Finalist, at its own cost, shall indemnify, defend and hold UEFA and UEFA Events SA harmless from any and all losses, claims, liabilities, damages, costs and expenses, including legal fees but excluding indirect/consequential damages/costs, resulting from any breach of its obligations under this Agreement. UEFA Events SA, at its own cost, shall indemnify, defend and hold the Finalist harmless from any and all direct losses, claims, liabilities, damages, costs and expenses, including legal fees but excluding indirect/consequential damages/costs, resulting from any breach of its obligations under this Agreement.
- 8.7. Neither Party excludes or limits its liability under this Agreement for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any type of liability which cannot by law be excluded or limited.
- 8.8. Subject to Clause 8.7, neither Party shall be liable to the other under this Agreement whether in contract, tort (or delict) or otherwise (including any liability for any negligent act or omission) for: (a) any loss of profits; (b) any loss of revenue, business, contracts or goodwill; or (c) any consequential, special or indirect loss or damage (in each case howsoever arising out of or in connection with this Agreement and even if a Party has been advised of the possibility of such loss or damage occurring).
- 8.9. Subject to Clause 8.7, the maximum liability of each Party under and in connection with this Agreement, whether such liability arises in contract, tort (including negligence), delict or otherwise, shall not in aggregate exceed a sum equivalent to the aggregate face value of all Finalist Tickets allocated by UEFA Events SA to the Finalist pursuant to this Agreement.

8.10. Except as otherwise provided in this Agreement, if any provision of this Agreement is or becomes invalid, the other provisions shall not be affected and the parties shall use their best efforts to reach agreement or have the invalid provisions replaced by a valid arrangement coming as close as possible to the purpose of the invalid provision.

8.11. The Parties agree that the conclusion of this Agreement between them is valid and legally binding i) upon on the exchange of any original, handwritten signature versions of the documentation, or ii) the handwritten signed and exchanged electronic 'PDF' version of the Agreement, or iii) the signed and exchanged electronic version of the Agreement through the electronic signature application then used by UEFA Events SA (being DocuSign® eSignature as at the date of this Agreement), according to UEFA Events SA's instructions.

The Parties further agree that in any and all cases, this Agreement shall not be concluded and binding upon the Parties unless UEFA Events SA accepts, signs (with a handwritten signature or through the electronic signature application used by UEFA Events SA being DocuSign® eSignature as at the date of this Agreement) and returns to the Finalist a signed copy of the Agreement.

8.12. This Agreement shall be governed and interpreted in accordance with the laws of Switzerland, to the exclusion of all other laws. All disputes arising from or in relation to this Agreement shall be submitted to the Court for Arbitration in Sport (CAS), in Lausanne, Switzerland. Disciplinary procedures by UEFA are reserved.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorised representatives.

(the FINALIST)

Signature: _____

Name: _____

Title: _____

Date: _____

UEFA EVENTS SA

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix A

2023 UEFA SUPER CUP™ UEFA GROUP SALES TICKETING TERMS AND CONDITIONS

A. INTRODUCTION

1. Scope

The following 2023 UEFA Super Cup™ UEFA Group Sales Ticketing Terms and Conditions (the “Terms and Conditions”) are designed to ensure a fair, correct and efficient process for distribution and use of Tickets to the 2023 UEFA Super Cup™ purchased in the UEFA Group Sales. The distribution and use of such Tickets are 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 (as defined below).

2. Definitions

App	the 'UEFA Mobile Tickets' app (or such other app as communicated to the Successful Applicant by UEFA Events SA) which will be made available by UEFA Parties or their partners through the Apple App Store or Google Play Store only.
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, of any governmental authority that apply to the Applicant, Successful Applicant and/or Ticket Holder, or the subject matter of these Terms and Conditions.
Applicant	the individual or entity applying for Tickets to the 2023 UEFA Super Cup™ in accordance with these Terms and Conditions.
Host	Olympiacos FC of Alexandra's Square, GR-185 34, Piraeus, Greece, which is responsible for the organisation and staging of the Match in Greece. For the avoidance of doubt, the Host is deemed to be the “organiser” of the Match under the Applicable Law.
Host City	Athens.
Host Territory	Greece.
Match	the 2023 UEFA Super Cup™ due to be held at the Stadium on 16 August 2023 (or on such other date/location as notified by UEFA).
National Association	the Hellenic Football Federation of Parko Goudi, PO Box 14161, Postal Code 11527, Athens, Greece, the UEFA member association in the Host Territory.
Notification	the email notification of acceptance by UEFA Events SA of the Applicant's offer to purchase and/or be allocated Tickets, with confirmation of the allocation of the Ticket(s) indicated in such

	Notification, as sent by UEFA Events SA to the email address provided by the Applicant in the Request.
Purchase Price	the total purchase price for the Ticket(s) selected by the Applicant, inclusive of the shipping/delivery fee and VAT.
Refund Policy	the refund policy of UEFA Events SA as applicable from time to time which is available for review at: https://ticketingdocs.page.link/SCUP_2023_Refund_Policy_EN
Regulations	without limitation, the terms of the following: <ul style="list-style-type: none"> - Stadium Rules; and/or - UEFA and the Host's statutes and regulations applicable for the Match.
Request	the electronic form filled-in and submitted by an Applicant online via the Ticket Portal being the request of the Applicant to purchase the Ticket(s) for the Purchase Price indicated on the Ticket Portal.
Stadium	the entire premises of the stadium at which the Match is scheduled to be held, including all areas which require a Ticket (or hospitality pass, if applicable) to gain access.
Stadium Owner	the owner of the Stadium and any operator or lessee of the Stadium.
Stadium Rules	the Stadium Rules as applicable to the Match which can be accessed at: www.uefa.com/athens
Successful Applicant	any Applicant whose Request has been accepted by UEFA Events SA.
Ticket	the electronic/mobile (or in limited cases, paper) ticket provided by UEFA Events SA to the Successful Applicant and subsequently transferred 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 at the Stadium as indicated on each such ticket. For the avoidance of doubt any mobile or other electronic device which has the App, which in turn has an electronic/mobile ticket assigned to it, shall be considered a Ticket for the purposes of these Terms and Conditions.
Ticket Holder	any person who is in actual and legitimate possession of a Ticket from the relevant Successful Applicant's allocation.
Ticket Portal	the internet platform, the specific URL of which will be communicated to the Applicant by UEFA Parties, on which Applicants can apply for Tickets.
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, UEFA Events SA is the seller of the Tickets and UEFA are the owner of the commercial rights in the Match. The Host is the organiser of the Match and is responsible for its staging.
- 3.2. Applicants may apply for Ticket(s) via the Ticket Portal in accordance with the instructions of UEFA Parties and within the application deadlines communicated to the Applicants.
- 3.3. Tickets will be available in such categories as indicated on the Ticket Portal however UEFA Parties give no warranty that the Applicant will be allocated such Ticket(s) as they request on the Ticket Portal, save in circumstances where UEFA Parties are contractually bound to provide Tickets in specific categories to the Applicant. The seat map indicating the respective price categories will be displayed on the Ticket Portal. The Applicant will not be able to select specific seats and, in the event that the Request is confirmed by UEFA Events SA, seats will be randomly allocated by UEFA Events SA based on the ticket type and quantity of Tickets allocated to the Successful Applicant.
- 3.4. In the event that Tickets in the price category selected by the Applicant are no longer available, the Applicant may be allocated Tickets in another price category, provided that they have expressly authorised UEFA Events SA to do so by clicking the respective box in the Request.
- 3.5. It is the sole responsibility of the Applicant to ensure that:
 - a. the Request has been filled-in completely with all required personal details and (if applicable) payment information;
 - b. the acceptance of these Terms and Conditions as required by UEFA Events SA on the Ticket Portal are properly given by clicking the respective box(es) in the Request;
 - c. the Request is properly submitted to UEFA Events SA. An email with the Request receipt confirmation will be issued by UEFA Events SA and sent automatically to the email address provided by the Applicant in the Request. If the Applicant does not receive this confirmation they should report it to UEFA Events SA without delay; and
 - d. sufficient funds to cover the Purchase Price for the Ticket(s) (and any bank fees referred to in Article 4.4) are available.
- 3.6. Timely submission of the correctly filled-in Request, properly received by UEFA Events SA, constitutes the offer of the Applicant to conclude an agreement for purchase of the Ticket(s) indicated in the Request, which may be accepted by UEFA Events SA in accordance with Article 5.1.

4. Payment

- 4.1. Payment for the Ticket(s) may only be made by such methods as indicated to the Applicant on the Ticket Portal.
- 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 Request. The Applicant

agrees to make payment of the Purchase Price by clicking the confirmation button/field in the Request.

- 4.3. In the event that the Ticket(s) requested by the Applicant are confirmed as being allocated to the Applicant by UEFA Events SA, UEFA Events SA will contact the Applicant to request payment (if applicable) of the Purchase Price. Where payment for the Ticket(s) is required by the Applicant, the Applicant is required to log into the Ticket Portal and select their required payment method. UEFA Events SA will process the payment in the method selected by the Applicant and charge the Applicant in the currency indicated in the Request.
- 4.4. The Applicant's bank will apply its own currency exchange rates (if applicable) and may levy additional fees or charges for payment of the Ticket(s). Applicants shall contact their respective payment bank before submitting the Request in order to enquire about their payment bank's exchange rates, charges or fees. UEFA Parties, the Host and the National Association shall not be responsible for any such exchange rates, fees or charges levied by Applicant's payment bank in respect of payment for the Ticket(s).
- 4.5. The Applicant acknowledges and accepts that UEFA Events SA may use service providers throughout the sales process (including, but not limited to, for the purposes of invoicing where such invoices may be issued by the National Association) however, and for the avoidance of doubt, UEFA Events SA shall remain the seller of the Tickets and retain ownership of the Tickets.

5. Offer Acceptance

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

6. Allocation of Tickets by the Successful Applicant

- 6.1. Each Ticket (including the relevant seating information of block, row and seat number) must be linked to an individual Ticket Holder. Ticket Holders shall provide their title, first name(s), last name, email address, date of birth, mobile phone number, passport/ID issued by country name, passport/ID number directly in the App, along with any other information required under Applicable Laws. Notwithstanding the preceding sentence, the Successful Applicant shall provide UEFA Parties with the details of its Ticket Holders upon request and shall ensure that all such personal data is true, accurate, current, complete and available and provided in accordance with the instructions of UEFA Parties and/or the relevant authorities for matters related to safety and security at the Match.
- 6.2. In the event that a Ticket Holder is unable to attend the Match for medical reasons (including but not limited to medical reasons in the context of COVID-19), the Successful Applicant shall not be entitled to a refund in respect of such Ticket but shall be entitled to transfer such Ticket to such other individual as determined by the Successful Applicant (who shall, in turn, become the Ticket Holder for the purposes of these Terms and Conditions), provided that such transfer is carried out in compliance with, and subject to these Terms and Conditions and that the personal details of such individual are provided in accordance with the procedure notified to the Successful Applicant by UEFA Events SA.

- 6.3. The Successful Applicant shall ensure that, where it collects data directly from the Ticket Holder(s), the collection, processing and transfer of the Ticket Holder's data pursuant to Articles 6.1 and 6.2 is carried out in compliance with the Successful Applicant's applicable laws, including in relation to obtaining any required consents from the Ticket Holders.
- 6.4. The Successful Applicant shall ensure that the Ticket Holders comply with these Terms and Conditions. Tickets will be distributed to the Ticket Holders in accordance with the rules established and communicated to the Ticket Holders by the Successful Applicant. UEFA Parties, the Host and/or the National Association shall not be liable for any problems arising from or damages sustained as a result of the distribution process implemented by the Successful Applicant. Any information requests regarding the distribution of Tickets should be addressed directly to the Successful Applicant.
- 6.5. The Successful Applicant shall assume the risk of any Ticket loss, damage or late delivery, unless UEFA Parties, the Host and/or the National Association can be proven to have acted with gross negligence or be at fault. Any Ticket loss shall be notified to UEFA Parties without delay. UEFA Parties shall be entitled to disable the relevant Tickets immediately following receipt of such notification.
- 6.6. Tickets shall remain the property of UEFA Events SA at all times.

7. Distribution of Tickets

- 7.1. Tickets will be delivered to the Successful Applicant (or direct to the Ticket Holders of the Successful Applicant, if applicable and agreed with UEFA Events SA) in one of the following ways:
- a. by virtue of electronic "mobile phone tickets" (which shall be the default delivery method). Where Tickets are remitted in this manner, the Ticket Holder is required to download the App on their mobile phone and the electronic Tickets will need to be displayed on the mobile phone in order to enter the Stadium (and if the Tickets are remitted to the Successful Applicant for onward transmission to the Ticket Holder(s), it is the responsibility of the Successful Applicant to download the App on their mobile phone and transfer the Ticket(s) to the Ticket Holder(s)). It is the responsibility of the Ticket Holder 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 and/or Ticket Holder has problems with the installation of the App or the retrieval of the Tickets through the App, the Successful Applicant must immediately inform UEFA Events SA and in any event no later than 1 (one) day prior to the day of the Match. The Ticket Holder will be required to provide their title, first name, last name, email address, mobile phone number, date of birth, passport/ID issued by country name and passport/ID number, along with any other information required under Applicable Laws, when downloading the App;
 - b. in limited cases, by personal pick-up by the Ticket Holder. Where personal pick-up is applicable, UEFA Events SA will notify the respective Successful Applicant by email, providing the exact details of the Ticket collection point as well as the opening times during which the Ticket(s) can be collected. In order to collect such Tickets, the Ticket Holder must present a valid identification document (passport or national identity card) for themselves.
- 7.2. Defective mobile Ticket(s) such as for example: Tickets not displayed in the 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 Parties, the Host, the National 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

8. Prohibited Use of the Ticket(s)

- 8.1. Tickets from the Successful Applicant's allocation are for the personal use of the Ticket Holder to whom such Ticket has been allocated by the Successful Applicant. Any resale or transfer or offer for resale or transfer of the Ticket(s), whether for free or for consideration, is strictly prohibited without the prior written approval of UEFA Parties (to be given at UEFA Parties' sole discretion).
- 8.2. Unless authorised in advance and in writing by UEFA Parties, 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)).
- 8.3. Ticket Holders shall not:
- a. run any advertisements or promotions relating to UEFA Parties, 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.

- 8.4. Ticket(s) acquired or used in breach of Article 8 and/or Article 13 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.
- 8.5. Any breach of these Terms and Conditions, any Applicable Laws and/or of any Regulations' clauses shall entitle UEFA Events SA to cancel and invalidate the Ticket and any other Ticket(s) for the Match that have been allocated to the Successful Applicant, with no right to a refund.

9. Entrance to the Stadium

- 9.1. Access to the Stadium will be permitted during such hours as notified to the Ticket Holder by the Successful Applicant who distributed the Ticket or as published on UEFA Parties' website at www.uefa.com.
- 9.2. 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 in place from time to time (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;
 - 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); and
 - c. where the Applicable Laws of the Host City or Host Territory stipulate a minimum age for attendance at football matches, authorised only to such persons who meet the minimum age requirements.
- 9.3. Any breach of these Terms and Conditions by the Applicant, Successful Applicant and/or Ticket Holder (as applicable) shall result in the Ticket Holder being deemed a trespasser and shall give UEFA Parties and/or the Host the right to eject said Ticket Holder from the Stadium.
- 9.4. Ticket Holders leaving the Stadium will not be re-admitted

10. Conduct at the Stadium

- 10.1. 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 give satisfactory evidence that the Ticket Holder's identity corresponds to the data provided in the App and/or by the Successful Applicant to UEFA Parties;
 - 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 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

- 10.5. 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 UEFA Parties, the Host and/or the Stadium Owner.

11. Sound and Image Recordings

- 11.1. Ticket Holders attending the Match at the Stadium, acknowledge being informed that they may be photographed, filmed or taped by UEFA Parties, the Host 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 the Applicable Laws of the Host Territory, 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.
- 11.2. 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. Ticket Holders further agree (if and whenever required to do so by UEFA Parties) 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

12. Liability

- 12.1. Subject to Article 12.5, in the event that UEFA Parties, the Host, the National Association and/or the Stadium Owner is in breach of their obligations (under these Terms and Conditions or otherwise), UEFA Parties, the Host, the National 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 Parties, the Host, the National 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 Successful Applicant entered into a contract pursuant to these Terms and Conditions.
- 12.2. Notwithstanding Article 12.1 and subject to Article 12.5, UEFA Parties, the Host, the National Association and/or the Stadium Owner are not liable for any business losses and UEFA Parties, the Host, the National 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.
- 12.3. Subject to Article 12.5, in any event, to the maximum extent permitted by law, UEFA Parties, the Host, the National 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.

- 12.4. Subject to Article 12.5, UEFA Parties, the Host, the National 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.
- 12.5. Notwithstanding any provision in these Terms and Conditions, UEFA Parties, the Host, the National 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 UEFA Parties', the Host's, the National 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.
- 12.6. Nothing stated or implied in these Terms and Conditions will affect the Ticket Holder's statutory rights.

13. Unauthorised Spectators

- 13.1. Ticket Holders are permitted to attend the relevant Match provided that:

- a. they are not an Excluded Person (as defined in Article 13.2);
- b. the Ticket has been obtained in accordance with these Terms and Conditions; and
- c. where the Ticket Holder travels to the Host Territory, they have complied with any requirements which are in place regarding entry into the Host Territory (including but not limited to any travel and entry requirements, including any requirement to obtain a valid VISA, imposed under Applicable Laws).

For the avoidance of doubt, UEFA Parties, the Host, the National Association 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 13.1 and/or, where required, fail to obtain the necessary documents.

- 13.2. For the purpose of this Article 13, "Excluded Person" means:

- a. any person banned by the National 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 an administrative or judicial football ban under the laws of the Host City and/or Host Territory;
- 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, the Host 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.

14. Personal data

- 14.1. UEFA, acting as data controller, collects and processes personal data for the following three purposes: for organisational purposes related to the Match, including for any safety, security or sanitary measures (14.2), for the purposes of the Ticket sales (14.3), and/or for commercial purposes (14.4).
- 14.2. UEFA collects and processes the Applicant's following personal data for the purpose of processing the application for Tickets and carrying out any access check procedure or other necessary screening: identification data such as title, first name(s), last name, date of birth, place of birth, country of residence, mobile telephone number, email address, passport/ID number, passport/ID issued by country name, contact details such as complete postal address, and any other information required under Applicable Laws. For each Ticket Holder to whom the Successful Applicant provides any Tickets, Ticket Holders are requested to provide the following personal data when downloading the App, along with any other information required under Applicable Laws: title, first name(s), last name, email address, mobile telephone number, date of birth, passport/ID issued by country name and passport/ID number. Notwithstanding the previous sentence, the Successful Applicant shall provide the following data, and any other information required under Applicable Laws, for each of its Ticket Holders upon request by UEFA Parties: identification data such as first name(s), last name, date of birth, passport/ID issued by country name and passport/ ID number. All such personal data is collected and processed for the purpose of processing the Requests as well as for the purposes of identification related to the Match, including for any safety, security or sanitary measures.

Personal data is required and is necessary prior to entering into and for the performance of the contract, as well as for the legitimate interest of determining eligibility of persons interested in purchasing Ticket(s) and ensuring Tickets are delivered to the right individual as well as of guaranteeing an effective security system and a safe environment inside and around the Stadium, as well as to combat the unlawful sale of Tickets.

- 14.3. UEFA collects and processes the Applicant's personal data for the purpose of selling and issuing the Tickets: identification data such as title, first name(s), last name, contact details such as postal address, city, zip code, email address and payment details such as credit card details (if applicable) which will be only used for the purchase of Ticket(s) following their allocation, in accordance with these Terms and Conditions), for the purpose of invoicing and delivery of the Tickets.

Personal data is required and is necessary for the performance of the contract and any subsequent steps following a successful Ticket allocation.

- 14.4. Provided that consent has been given by the Applicant when making the Request, personal data such as first name(s), last name and email address will be collected and processed by UEFA to provide the Applicant by electronic means with information and publicity on UEFA's products, services, commercial activities and events.

If the Applicant does not wish to receive, or no longer wishes to receive any offers and information from UEFA, they can opt-out directly in their account.

- 14.5. UEFA is subject to applicable data protection laws when collecting and processing personal data. Personal data submitted by the Applicant to UEFA will be stored and processed via the Ticket Portal in accordance with these Terms and Conditions, [the Privacy Notification](#) and the UEFA Privacy Policy set out at <http://www.uefa.com/privacypolicy/index.html>.
- 14.6. UEFA uses the following categories of third party and may transfer personal data to these recipients for the sole purpose of the performance of their activities:

- i. technical service providers which help to maintain the security and performance of the Ticket Portal and the App;

- ii. service providers which help to issue and deliver the Tickets;
- iii. the National Association;
- iv. the Host; and
- v. the Stadium Owner, Stadium security and access service providers and any such other providers which help to organise the Match and maintain safety and security (including in relation to sanitary measures).

The transfer of personal data to the relevant public authorities, based on legal provisions and obligations, for the purpose of safety, security and sanitary measures and law enforcement related to the Match, is reserved.

- 14.7. The personal data of Applicants and Ticket Holders provided to UEFA pursuant to these Terms and Conditions is only collected and processed by UEFA for no longer than is necessary for the purposes described in Articles 14.2, 14.3 and 14.4, unless the use of such personal data is further required for ongoing administrative or judicial proceedings relating to the Match or, where necessary, for preventing or detecting unlawful actions.
- 14.8. UEFA will implement appropriate safeguards in the event of a transfer of personal data to the parties identified above located in a country which does not ensure an adequate level of protection within the meaning of applicable data protection laws. To learn more about those safeguards, please contact us at: privacy@uefa.ch.
- 14.9. Applicants, Successful Applicants and Ticket Holders have the right to request access to or information about the personal data related to them which are processed by UEFA. They can access, update and/or request the deletion of their personal data in accordance with the applicable data protection legislation. Any requests relating thereto shall be sent via <https://support.tickets-scup.uefa.com/hc/en-us/requests/new>. To do so, UEFA may require the Applicant, Successful Applicant or Ticket Holder (as applicable) to provide verification of their identity (e.g. copy of official Identification Document with a photo mentioning their date & place of birth). UEFA may refuse, restrict or defer a request where a formal enactment so provides, where this is required to protect the overriding interests of third parties and/or where its own overriding interests so require or where requests are manifestly unfounded or excessive and where UEFA has the right to do so under the applicable data protection laws (for example, where another legal justification for processing applies). Applicants, Successful Applicants and Ticket Holders have the right to file a privacy complaint with their local supervisory authority. The list of relevant local Data Protection Supervisory Authorities in the European Union is available [here](#). Where an Applicant, Successful Applicant or Ticket Holder legitimately withdraws or restricts their consent, or otherwise objects to how UEFA process their personal data, UEFA may be unable to allow such individual to purchase a Ticket and/or attend the Match.
- 14.10. Each Applicant accepts and acknowledges that they have understood how UEFA will process their personal data under this Article 14 and, where consent is required under applicable data protection laws, consents to the processing of their personal data as detailed herein. Each Applicant also confirms that they are authorised by each Ticket Holder to disclose the personal data of its Ticket Holder(s) to UEFA for the purposes detailed hereunder and, where consent is required under applicable data protection laws, has obtained each Ticket Holder's consent to the processing of their personal data as detailed herein.

15. Unforeseen Circumstances

- 15.1. UEFA Parties, the Host, the National 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 (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.
- 15.2. In the event of cancellation, abandonment, postponement or 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 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 Ticket Holder) 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 Ticket Holder in relation to travel or accommodation;
- b. subject to the foregoing and Article 12, UEFA Parties, the Host, the National Association and/or the Stadium Owner will not have any liability to the Successful Applicant or any Ticket Holder on account of any such cancellation, abandonment, postponement, replay, reduction of Stadium capacity, change of venue or playing of the relevant Match behind closed doors or other failure or deficiency in the conduct of the Match.

16. Severability and Amendment

- 16.1. UEFA Parties reserve the right to change these Terms and Conditions if necessary to ensure proper and safe staging of the Match at the Stadium. UEFA Events SA will notify each Ticket Holder (via the relevant Successful Applicant) of any material changes and the Ticket Holder will have the choice to consent to such changes or to refuse to accept the Ticket(s) (and if already in possession of the Ticket(s), return the Ticket(s) to the Successful Applicant) and thus not to be bound by the amended Terms and Conditions.
- 16.2. Should any provisions of these Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority;
 - a. 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; and
 - b. where required and/or permitted under Applicable Laws, the invalid provision shall be replaced with a provision, which closely approximates the economic purpose of such invalid provision.

17. Authentic Text

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

18. General

- 18.1. The Regulations (which shall be provided on request by UEFA Events SA) shall be incorporated into these Terms and Conditions and each Applicant, Successful Applicant and Ticket Holder shall abide by the Regulations.
- 18.2. The Ticket Holder consents to these Terms and Conditions by accepting the Ticket provided to them by the Successful Applicant.
- 18.3. 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 the Terms and Conditions which is not already set out in the Terms and Conditions.
- 18.4. Save where precluded under any Applicable Laws, these Terms and Conditions are governed by the laws of the Host Territory. The parties agree that, save where precluded under any Applicable Laws, the courts of the Host City shall have exclusive jurisdiction, save that if the Ticket Holder is deemed to be a consumer for the purposes of any Applicable Laws, any proceedings can be brought in the courts of the place of residence of the domicile of such Ticket Holder.

19. Contact

- 19.1. Any information requests about the ticketing sales process should be addressed to the Successful Applicant who distributed the relevant Ticket to the Ticket Holder.

Appendix B

Privacy Notification

2023 UEFA SUPER CUP™ - UEFA Group Sales Ticketing Sales

Identity of the Data Controller	You have provided, are about to provide or will provide personal data of data subjects to Union des Association Européennes de Football (UEFA) , whose offices are located at Route de Genève 46, 1260 Nyon 2, Switzerland, acting as data controller, via the Ticket Portal and the App (as defined in the 2023 UEFA Super Cup™ Group Sales Ticketing Terms and Conditions) (the “ Terms and Conditions ”).
Categories of personal data	<p>When applying for tickets on the Ticketing Portal (as defined in the Terms and Conditions), data subjects are requested to provide the following personal data, where relevant:</p> <ul style="list-style-type: none"> • title • first name(s) and last name • email address • telephone number • date of birth • passport/ID issued by country name • passport/ID number • residence address (billing and delivery address), zip code and city • country / region • payment details such as credit card details (if applicable) <p>Data subjects are requested to provide the following additional personal data, where relevant, and other information required under Applicable Laws (as defined in the Terms and Conditions) where they are Ticket Holders (as defined in the Terms and Conditions):</p> <ul style="list-style-type: none"> • first name(s) and last name • email address • telephone number • date of birth • passport/ID issued by country name • passport/ID number
Purposes of the processing	<p>The personal data are collected and processed:</p> <ul style="list-style-type: none"> (i) for the purposes of providing the data subject with a ticket supply (if the application is successful) and in this respect for organising and running the ticket sales for the 2023 UEFA Super Cup™; and/or (ii) for the purposes of any relevant safety, security and sanitary measures related to the Match (as defined in the Terms and Conditions).

Legal basis	<p>The personal data are processed on the basis that such processing is necessary:</p> <ul style="list-style-type: none"> (i) for the performance of the contract which may be entered into between UEFA Events SA and the Applicant (if such Applicant becomes a Successful Applicant), including for determining eligibility of individuals interested in purchasing Ticket(s) and ensuring Tickets are delivered to the right individuals. (ii) for the legitimate interests of guaranteeing an effective security system and safe environment inside and around the Stadium (as defined in the Terms and Conditions), and combatting the unlawful sale of Tickets. <p>The personal data are processed for marketing communication upon the explicit consent of the data subject.</p>
Failure to provide the data	<p>If you refuse to provide personal data, you may not be able to apply for, purchase and/or be allocated Tickets.</p>
Categories of recipients	<p>You understand that the personal data will be available to UEFA, its subsidiary UEFA Events SA, and any third party appointed by UEFA to assist in the organisation of the Match.</p> <p>UEFA uses the following categories of third-party recipients and may transfer certain personal data to these recipients for the sole purpose of the performance of their activities related to the Match:</p> <ul style="list-style-type: none"> - the Host and the National Association (as defined in the Terms and Conditions) who are independent data controllers; - technical service providers which help to maintain the security and performance of the Ticket Portal and the App; - service providers which help to issue and deliver the Tickets (as defined in the Terms and Conditions); - the relevant Stadium Owner (as defined in the Terms and Conditions), Stadium security and access service providers and any such other providers which help to organise the Match and maintain safety and security (including in relation to sanitary measures).
Onward transfer	<p>Certain personal data may be further transferred to any relevant public authorities, based on legal provisions and obligations, for the purpose of safety, security and sanitary measures and law enforcement related to the Match.</p> <p>UEFA will implement appropriate safeguards in the event of a transfer of personal data to the parties identified above located in a country which does not ensure an adequate level of protection within the meaning of applicable data protection laws. To learn more about those safeguards, please contact us at: privacy@uefa.ch.</p>

Storage	All personal data provided to UEFA shall be stored in UEFA's online ticketing platform, which is managed by SecuTix SA, Avenue Frédéric-César-de-La-Harpe 22 – 24, 1007 Lausanne, Switzerland.
Your rights	<p>The data subject may access, update or delete their personal data by contacting us at: https://support.tickets-scup.uefa.com/hc/en-us/requests/new</p> <p>The data privacy team can be contacted at: privacy@uefa.ch.</p> <p>Data subjects have also the right to lodge a complaint with their local Data Protection Supervisory Authority and have the ability to seek to enforce their rights through a judicial remedy. The list of relevant local Data Protection Supervisory Authorities in the European Union is available here.</p>
Retention period	The personal data is only collected and processed by UEFA for no longer than is necessary for the purposes described above, unless the use of such personal data is further required for ongoing administrative or judicial proceedings relating to the Match or, where necessary, for preventing or detecting unlawful actions.
Personal data obtained from others	IF YOU SUBMIT PERSONAL DATA ON BEHALF OF OR FOR OTHERS, YOU CONFIRM HAVING INFORMED THE DATA SUBJECT OF THE CONTENT OF THIS PRIVACY NOTIFICATION PRIOR TO DATA CAPTURE. YOU ACCEPT THE RESPONSIBILITY OF INFORMING EACH PERSON OR ENTITY OF THESE RULES AND PROCEDURES. UEFA IS ENTITLED TO REQUIRE AT ANY TIME EVIDENCE OF THE PROVISION OF SUCH INFORMATION.
Additional information	<p>You understand and acknowledge that your personal data is being collected and processed in accordance with the Terms and Conditions and the UEFA Privacy Policy available at https://www.uefa.com/privacypolicy/index.html.</p>

Appendix C

Details regarding the Personal Data transferred between the Parties

As of the date of execution of this Agreement, the Parties have agreed to undertake the following transfer in relation to Personal Data.

Identity of data importer	Union des association européennes de Football (UEFA) Route de Genève 46, 1260 Nyon, Switzerland
Identity of data exporter	Manchester City Football Club Limited (Finalist) Etihad Stadium, Etihad Campus, Manchester, M11 3FF
Categories of data subjects	Football fans of the Finalist who: <ol style="list-style-type: none"> 1. have been identified as a member of the Finalist's fan club/loyalty scheme; or 2. have identified themselves as a fan of the Finalist during their request for tickets to the 2023 UEFA Super Cup™.
Purposes of the transfer(s)	To allow UEFA Events SA to operate the sale and/or distribution of the Finalist's ticket allocation for the 2023 UEFA Super Cup™, including by operating the fan club/loyalty scheme ticket allocation process determined by the Finalist.
Categories of data	<ul style="list-style-type: none"> • E-mail address of the applicant • First name(s) of the applicant and, if applicable, their guest(s) • Surname of the applicant and, if applicable, their guest(s) • Date of birth of the applicant and, if applicable, their guest(s) • Finalist fan club membership number of the applicant and, if applicable, their guest(s)
Sensitive data (if appropriate)	n/a
Recipients or categories of recipients	Parties' affiliates and their authorised employees
Data protection registration information of data exporter (where applicable)	Registered with the Information Commissioner's Office with registration reference: Z3583134
Additional useful information (storage limits and other relevant information)	N/A
Contact points for data protection enquiries	UEFA: privacy@uefa.ch
	The Finalist: DPO@cityfootball.com

