

## Thomas Cook Sport Booking Conditions

The conditions set out below are all concerned with arrangements you make for travel to sporting events ("Event") such as football, rugby or tennis matches. You must appreciate that Thomas Cook's legal liabilities to you in relation to travel arrangements are very different to their legal liabilities to you in relation to Events. All these liabilities are detailed below. However, we want to emphasise from the start as clearly as possible that Thomas Cook has no control or involvement in Events and Thomas Cook cannot have any responsibility to you for anything which goes wrong with an Event, such as a cancellation or a postponement.

The following booking conditions, which you must read carefully, reflect the above and set out the terms and conditions of the contract between you and either Thomas Cook Retail Limited, trading as Thomas Cook Sport (for UK departures), or Capitol Holdings Ltd, trading as Thomas Cook Sport (for Ireland departures). The terms "we", "us" and "our" as used in these terms and conditions mean either Thomas Cook Retail Ltd or Capitol Holdings Ltd (as appropriate). Section A details the conditions which apply if the purpose of your travel is to attend an Event or you are booking an Event through us.

Our obligations in relation to travel arrangements vary depending upon whether or not what you book with us is a "package" as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992 (for UK departures) or the Package Holidays and Travel Trade Act 1995 (for Ireland departures), collectively referred to in these conditions as the "Package Travel Regulations". Section B details the conditions which apply to a package booking. If your booking is not a package but one where you have booked individual components or the travel arrangements will cover less than 24 hours ("Day Trips"), or comprise accommodation and a match ticket ("Match Breaks"), the conditions in Section C, and not Section B will apply. Section D details the terms which apply to any type of travel booking

### A. Events and Event Tickets

When we book an event ticket for you, our responsibility is limited to the arranging of the tickets. We do not have any responsibility for the supply, provision or conduct of the event itself, and those responsible are not our suppliers. The tickets may contain important information and conditions which you must read carefully. Tickets are non-transferable unless otherwise stated. Unfortunately, whilst rare, events can be cancelled, postponed, rescheduled, abandoned or curtailed at short notice or even without notice. We make every effort to obtain and pass on to you up to date information regarding events, players and tour leaders/celebrities. This information is based on details supplied to us but we cannot guarantee its accuracy or that changes will not occur. The cancellation of an event, the non-appearance of a player or advertised tour leader/celebrity or other changes are entirely outside our control and outside our contractual responsibility and we cannot accept any responsibility for them.

We cannot therefore accept any responsibility or pay any refund, compensation or other sum for any changes in or cancellation of any advertised or confirmed programme or itinerary, even where this involves the cancellation of an event which may have been your main reason for making your booking. We will always do our best to find a suitable alternative, but cannot promise to be able to do so. If however, we obtain a refund from the organiser, this will be passed on to you.

We accept no liability for either the validity of any tickets you purchase, or for any cancellation or alteration of the event. No refund or compensation or other sum will be paid by us. If we are able to change our services to coincide with the re-arrangement of the event we will inform you of the changes and any addition or reduction in costs that may apply. In some cases we will not be able to alter arrangements and we will continue to supply the original travel services which we have agreed to supply you. This applies even where there has been the cancellation of an event which may have been your main reason for booking.

In addition to the above, please also note the following important information:

#### A1. Stadium / Venue Admission and Facilities

Admission to stadium/venues is controlled by the match organizer, stadium officials and/or the police. Where we provide you with a ticket for an event, our responsibility is limited to the provision of the ticket itself and this does not guarantee your admission to the stadium. Your actions or behaviour or the behaviour or actions of others may result in you being denied entry to the stadium/venue. Such circumstances are beyond our control and we accept no responsibility if this happens. We accept no liability whatsoever for either the quality of any event or stadium/venue facilities, or for any injury sustained in the stadium/venue or in the vicinity of the stadium/venue or during the event (except where such injury is caused by our negligence). Stadium and Ticket regulations apply which will be stated on your ticket or available on request from the match organizer.

#### A2. Replacement Tickets

Event organisers, clubs, stadiums or Thomas Cook Sport will not issue duplicate/replacement tickets. Thomas Cook accept no responsibility for lost or stolen tickets.

#### A3. Club/Association Membership Requirements

The issuing of event tickets may be restricted to supporters who satisfy certain eligibility criteria as determined by clubs or associations connected with the event. We do not determine your eligibility for tickets but we have the right to refuse to accept a booking or cancel a confirmed booking where you have failed to comply with any

club/association membership requirements advised to us by the club/association. Cancellation can be made any time up to the event and any refunds will be at the discretion of Thomas Cook Sport depending on whether Thomas Cook Sport have incurred costs in relation to the booking.

### B. Thomas Cook Sport Package

The terms set out below, together with the terms set out in section D, apply when you book a package.

#### B1. Your Contract/Financial Protection

We have observed the financial bonding requirements of the Civil Aviation Authority (CAA) and the Commission for Aviation Regulation (CAR) in relation to the provision of all our Packages. Our CAA ATOL number is 0020 for UK departures [and our ABTA membership number J8601]. Our CAR licence number is 066 [and our ABTA membership number is Z1922] for Ireland departures. These arrangements ensure that payments made by you for your Package would be refunded and/or you would be repatriated in the unlikely event of our insolvency. The financial protection arrangements cover all monies paid, which includes any payment for Events but this does not, legally, impose liability pursuant to the Package Travel Regulations upon Thomas Cook for Events. Thomas Cook Retail Ltd registered office is The Thomas Cook Business Park, Coningsby Road, Peterborough PE3 8SB, and the company registration number is 00102630 England. Capitol Holdings Ltd registered office is 10B Beckett Way, Parkwest Business Park, Dublin 12, and company registration number is 163008.

#### B2. Price Changes

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your Package may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Package, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that 2%, plus an administration charge of £1.00 per person (or Euro equivalent) together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your Package (excluding insurance premiums and amendment charges), you will have the option of accepting a change to another Package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your Package go down due to the changes mentioned above, by more than 2% of your Package cost, then any refund due will be paid to you. However, please note that Package are not always purchased in local currency and some apparent changes have no impact on the price of your Package due to contractual and other protection in place.

#### B3. Changes Made By Us Before Travel

From time to time we may have to change details of the package you have booked. If any change will have a significant effect on your package, we will tell you about it before your package, if there is time. Changes we will tell you about include:

- Change of your UK or Ireland departure airport (except a change between London airports including Gatwick, Heathrow, Stansted, Luton)
- A change of more than 12 hours to the time you leave the UK or Ireland or your destination
- a change of the time you are due to arrive at your event venue so that you will miss the event or the start of the event;
- If we downgrade your accommodation by a lower official rating
- If we substitute a domestic internal flight for a domestic internal coach transfer resulting in increased travel time to selected matches.

If you do not want to accept a significant change, which we will tell you about before you depart, we will, if we are able to do so, offer you an alternative package of equivalent or closely similar standard and price at no extra cost, or a less expensive package, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different package offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your package and receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Unless the change is as a result of circumstances listed section D7 below headed "Circumstances Beyond our Control", we will pay you compensation as shown in the table below. If you accept the significant change or amend to a different package offered for sale by us you will receive compensation as per Option 1 in the table below. If you reject the significant change and cancel your booking you will receive compensation as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

Period of notice we give you or your travel agent before departure	Compensation* for each full fare paying passenger	
	Option 1	Option 2
57+ days	£0	£0
56-43 days	£10	£5
42-29 days	£20	£10
28-15 days	£30	£15
14-0 days	£40	£25

\*Compensation for Ireland departures will be paid in the equivalent Euro (€) value to the amounts in the table.

#### B4. Minor Changes By Us Before Travel

Any change which is not deemed to be significant, as outlined in the section entitled "Changes made by us before travel", will be classed as a minor change. We will endeavor to tell you about a minor change before you travel however, we will not pay compensation as a result of this change.

#### B5. Transport Delays

Transport delays sometimes occur. We work closely with the transport operators and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements will normally be the responsibility of the airline/train operator. If you have taken out our recommended holiday insurance or a comparable policy you should have cover against delays.

#### B6. Our Liability to You

(i) Our obligations, and those of our suppliers providing any service or facility involved in your Package, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.

(ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraph (i) above and (v) below, should any part of your Package not be as described in this Guide or elsewhere by us before you leave the UK or Ireland. If we have liability, we will, subject to paragraph (vi) and clause D10 and D12 below, pay you reasonable compensation. However, the maximum we will pay you in any circumstances is twice the price of the Package. This maximum will only be payable when every aspect of your Package has gone wrong and you have not received any benefit from your Package. Any sums received by you from suppliers, will be deducted from any sum paid to you as compensation by us.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your Package, we have liability subject to paragraph (i) above and (v) below. If we accept liability, we will, subject to paragraphs (vi) and (vii) and clause D10 below, pay you reasonable compensation.

(iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (vi) and (vii) and clause D10 below except where the cause of the failure in your Package or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the Package and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(v) You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below entitled "If you have a complaint".

(vi) Should you become ill while on your Package, you must, in addition to reporting your illness to your accommodation provider, consult a local doctor and also consult your GP upon your return to the UK or Ireland. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.

(vii) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of any activity which does not form part of your contracted Package arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking (or equivalent Euro amount). If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

(viii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Package.

#### B7. Airline Collapse

In the unlikely event that the airline with which you are travelling ceases to trade whilst you are abroad, you must contact us at the earliest opportunity to allow us to seek to find you an alternative return flight. We shall not be liable for any costs you incur in making your own return flight arrangements if you have not given us the opportunity to arrange an alternative flight home for you.

### C. Travel Components, Day Trips and/or Match Breaks

Where you choose to book individual travel components, and/or where the arrangements you book cover a period of 24 hours or less ("Day Trips"), or involve accommodation and a match ticket ("Match Breaks") the conditions which particularly apply to such a booking, are detailed below and in section D.

#### C1. Price Changes

Price increases may occur any time prior to departure, you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavor to provide details to you. For example, this may include extra costs associated with repositioning aircraft or changes in supplier costs advised at short notice.

#### C2. Our Liability to You

Our obligations under our contract are limited to using our reasonable skill and care to arrange for the provision of the transport services and/or accommodation included in your booking by independent third parties. We have no responsibility or liability for the provision of the actual transport services, accommodation or the event or for the acts or omissions of the transport/accommodation provider concerned or any of its/their employees, agents, suppliers or subcontractors. The transport provider's conditions of carriage will apply to your contract (see "Suppliers Conditions" in section D). We are not an airline or air carrier, or train, coach or ferry operator and do not enter into a contract for carriage with you. We do not provide or undertake to provide any transport services; we simply agree to arrange these where included in your travel arrangements.

Except in the case of death or personal injury caused by our negligence, our maximum liability if we are found to be at fault in connection with our contractual obligations to you is limited to twice the cost of your confirmed booking.

However, in the event that we are found liable in relation to any transport services or for any transport provider's acts or omissions in any respect or on any basis whatsoever, the maximum amount we will have to pay you will be limited to the maximum amount the transport provider would have to pay you in accordance with applicable International Convention(s) or Regulation(s) as stated in section D10 below titled "International Conventions".

When making any payment to you, we are entitled to deduct any money which you have received or are due to receive from the transport provider for the complaint or claim in question.

Please note, unless you have booked a flight that we have advised is protected by our ATOL or CAR bond, in the unlikely event of our collapse/insolvency, any money you have paid is not protected by a scheme of financial protection. If this is important to you, we recommend you obtain suitable travel insurance.

#### C3. "Match Breaks"

When you book a Match Break, accommodation will be reserved for you on either the night before or the night of the scheduled date of the fixture. Where a fixture is rescheduled for any reason whatsoever to a kick-off time within 36 hours of the previously confirmed time, we will, subject to availability, offer you the option to change the night of your accommodation booking to coincide with the fixture change. This change does not constitute a significant change and no refund will be payable if you cancel your Match Break. For fixture changes of 36 hours or more, you may cancel your Match Break and receive a full refund.

### D. All Bookings

For some arrangements, we may allow you to advance register or apply to make a booking – you may be required to sign and return our booking form and a deposit may be payable. This does not guarantee we will confirm your booking, only that you have made a request for a booking to be made and accept our terms and conditions. We may change or withdraw the travel arrangements during the registration/application period in which case we will offer you a refund of any deposit paid.

For all bookings as described in Section B and/or Section C above, a contract will exist between you and us when we issue a confirmation invoice/receipt/e-mail. This is with the exception of certain bookings whereby a contract will exist between you and us when we receive your signed copy of the Thomas Cook Sport Booking Form and, subject to the arrangements being available at the price stated, the booking being made.

The person who signs the booking form or completes the booking online or over the telephone is the 'lead name'. He or she must be a minimum age of 18 and is responsible for payment of the total booking price, and subsequent cancellation/amendment charges that may be payable. He/she also agrees to provide accurate and full information to the remainder of the traveling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date agree to be bound by these conditions, and all other information on our website and brochure (as applicable).

#### D1 How will we contact you after your booking is confirmed

After booking we may communicate with you by e-mail (if you have booked online or given us an e-mail address we may use to contact you), by post or by telephone (unless you booked via your travel agent or team travel club in which case all communications will be sent to your travel agent or team travel club). By making your booking or enquiry online or otherwise providing us with an e-mail address, you authorise us to contact you in relation to your booking or enquiry using the e-mail address you have used to contact us or which you have otherwise provided. You must accordingly check your e-mails on a regular basis. Not all communications can go by e-mail. We may also contact you by post or by telephone if, for example and for whatever reason, we have difficulty contacting you by e-mail or we urgently need a response from you.

#### D2. Payment terms

Payment terms may vary depending on the arrangements you book and the time in which you book. We may, depending on the suppliers we use, require a deposit at the time of booking followed by full balance payment by a specified date. In other cases, particularly when bookings are made close to departure, full payment will be required at the time of booking. You will be advised at the time of booking what payment is required for the arrangements in question. PLEASE NOTE FAILURE TO PAY ON TIME WILL RESULT IN CANCELLATION.

If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

#### D3. Method of Payment

**Credit Cards:** We accept Barclaycard/Visa, Access/MasterCard and American Express. Customers choosing to use this method of payment will be subject to a credit card handling fee of which will be advised at the time of booking.

#### D4. Insurance

It is a condition of our contract with you that you have suitable insurance cover for all bookings which are not Day Trips, even where you book a Day Trip we strongly recommend you arrange appropriate cover. Where insurance is obligatory, you must if requested by us provide us with the name and address of the insurance company from which you have purchased suitable alternative cover. If you purchase Thomas Cook insurance and decide that the cover provided does not meet your specific requirements, you may return the certificate to us within 14 days of purchase and a full refund of the premium will be made to you provided you have not traveled and have not made or are intending to make an insurance claim. If you cancel your Thomas Cook insurance, you must immediately arrange for alternative cover.

#### D5. Changes you make before travel

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to the transport providers terms and conditions. In some cases where event tickets are included in your package, any restrictions on the transfer of event tickets to another person may also mean you are restricted from changing linked travel arrangements. Please note that typically changes to scheduled flight tickets are very restrictive.

Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply charges for each person on the booking and for each item you want to change as shown in the table below. Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made. If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra and may lose any free or reduced infant and child places or any free group places. And remember any change to your departure date, airport, transport, destination, accommodation, or length of stay has to apply to all members of your booking.

The costs shown are in £'s per change per person. For Ireland departures the equivalent € amount will apply.

	Notice given more than 56 days	Notice given 56 days or less
Transport (e.g. Air/Sea/Road/Rail)	£30 a change	£40 a change
Date of travel (see Note 1)	£30 a change	Cancellation charges – see 'Cancellation By You'
Destination Airport	£30 a change	Cancellation charges – see 'Cancellation By You'
Name Change (see Note 2)	£30 per name change	£40 per name change
<b>Note: the transport provider may impose additional charges up to 100% of the ticket cost; any such charges will be in addition to the amendment fees listed above – see the Exception in the section "Cancellation By You" below.</b>		
Accommodation	£30 a change	£40 a change
Optional Extras – See Note 3	The greater of £25 or Loss of Deposit	Cancellation charges – see 'Cancellation By You'

**Note 1:** It is not possible to transfer your booking to a departure date more than 3 months after your original travel date without incurring cancellation charges.

**Note 2:** You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking

must remain, unless you are prevented from traveling for reasons beyond your control and not simply from a change of mind.

**Note 3:** When we refer to 'Optional Extras', we mean anything you choose to add to your booking that is additional to the inclusive transport and accommodation arrangements you book. For example, car hire. If you cancel any Optional Extras for which there is a cost, we will apply the charges above. If you cancel any Travel insurance you booked through us your premium will not be refunded, as cover under the policy will already have begun.

#### D6. Cancellation By You

The lead name on the booking must give notice to cancel in writing and the charges shown below apply from the date we receive the notice at our offices or the travel agent activates the cancellation. In order to cover our expected losses from the cancellation of the booking there is a set scale of charges which must be paid by you if you or anyone traveling with you cancels. Also note 'Exception A and B' described below which may apply in addition to the scale of charges.

Time we receive your notice to cancel before departure	Cancellation charge
More than 56 days	Loss of deposit
56-29 days	50% cost of holiday
28-22 days	70% cost of holiday
21-8 days	90% cost of holiday
7 days or fewer	100% cost of holiday

Please note, for UK departures, the price of your travel arrangements (provided that it includes a flight, except if it is a 'published fare' flight subject to section C above) includes the amount (currently £1 per person) which we are required to pay to the CAA as part of the ATOL Protection Contribution ("the APC Sum"). In the event that you cancel your booking the APC Sum in the Holiday cost is not refundable in any circumstances

If any member of the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay any insurance premiums and amendment charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

**'Exception' A:** Cancellation of certain transport arrangements, typically Scheduled airline and Eurostar tickets can result in up to 100% cancellation charges regardless of the notice period given to us. We reserve the right to pass on these charges which will apply to the transport element of your booking and the cancellation charges in the scale above will apply to the other elements of your booking (e.g. accommodation, optional extras). Similarly, name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the transport element of your booking and you must also pay the charge listed in the section "Changes You Make Before You Travel" above. Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

**'Exception' B:** Cancellation of arrangements you book in connection with certain major sporting events such as, for example, World Cup Finals and European Finals can result in up to 100% cancellation charges regardless of the notice period given to us. In most cases the deposits, installments or balances we collect will reflect the payments we are required to make to our suppliers. These payments may be higher than our suppliers typically charge at other times of the year due to the high demand for services in connection with major events. In order to cover the costs we incur from your cancellation, these charges will be passed on to you. Where payments you are required to make are non-refundable, details will be stated on our website or advised to you when you book.

#### D7. Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change the arrangements you have booked with us after departure, or we, or our suppliers, cannot supply your arrangements, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any situation that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. This particularly applies where circumstances beyond our control lead to the cancellation of events or to the rearrangement or re-scheduling of events so that they do not coincide with your other travel arrangements and we are unable to change your travel arrangements or you are unable to take any changed travel arrangements we can offer – see section A above for further details. Circumstances beyond our control will also usually include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, vandalism, road traffic accidents/congestion, bad weather (actual or threatened) and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date and building work from a third party (such as resort development).

#### D8 Changes Made After Travel

If, after your departure, a significant part of your pre-booked arrangements cannot be provided, you will be offered a suitable alternative if possible. If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, we will return you to the place of your departure. Please note that any cancellation of, or change to, an event, whether or not part of your booking, will not create any obligation on our part to arrange or in any way provide an earlier departure. If appropriate, we will also pay you compensation, unless your return has been due to circumstances beyond our control. The amount of compensation will be reasonable, taking account of all the circumstances.

#### D9. Suppliers' conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our Suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of your application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

#### D10. International Conventions

If any international convention applies to or governs any of the services or facilities arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. You can get copies of the relevant conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your travel arrangements.

#### D11. Flight and Other Travel Timings

Flight, Rail and other transport timings are provided by airlines / train and other transport operators and are subject to Air Traffic Control and Network Rail restrictions, as applicable. Local Police Authorities and safety officers may also influence the timing of transport schedules particularly where events involve large numbers of spectators and crowd control is necessary. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart or arrive at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

#### D12. Denied Boarding

Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Regulation (EC) 261/2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Regulation (EC) 261/2004. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the carrier in relation to the claim that gives rise to that compensation payment.

#### D13. Excursions

Excursions include, but are not restricted to, any sightseeing trips or other tours. Excursions can be booked and/or paid for overseas ("Overseas Booked Excursions") or pre-booked and paid for before you go ("Pre-booked Excursions"). We do not provide Overseas Booked Excursions or Pre-booked Excursions and they are supplied by third party suppliers and are subject to the clause "Suppliers' Conditions" at section D9 above. Excursions do not form part of your package and are not governed by the Package Travel Regulations with the exception of selected Pre-booked Excursions. Only Pre-booked Excursions which are included in the advertised package price of your trip and which are not sold separately as an optional add-on to your package at a later time are governed by the Package Travel Regulations. We do not have any responsibility or liability whatsoever for anything which may go wrong on Excursions which do not form part of your package. We, our servants, employees or agents are acting depending upon the actual Excursion, either as agents for the relevant Excursion supplier or as agent for you. In any event the contract for any Excursion is between you and the Excursion provider, unless the Excursion forms part of your package. It is your responsibility to note carefully any conditions of contract contained in any Excursion literature, ticket or receipt you are given.

#### D14. Complaints

If you are not satisfied with any aspect of your travel arrangements please complain as soon as possible to the relevant person (for example, the hotel management). If they cannot help you must contact us on the telephone number supplied to you on your invoice/receipt

and we will do everything reasonably possible to sort the problem out. If you are still not satisfied please write to our offices in the UK within 28 days of returning home. If you have special needs, which prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone.

For **UK** departures, the address to send complaints to is:

Customer Relations Department  
Thomas Cook Sport  
2/4 Godwin Street  
Bradford  
BD1 2ST.  
E-mail: [customer.relations@thomascook.com](mailto:customer.relations@thomascook.com)

For **Ireland** departures, the address to send complaints to is:

Customer Relations Department  
Thomas Cook Sport  
Capitol Holidays Ltd  
10B Beckett Way,  
Parkwest Business Park,  
Dublin 12

We would point out that failure to follow the above procedures and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible properly to investigate a complaint if we are not told about it reasonably quickly once your trip is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your trip, prevent us from carrying out a proper investigation.

We aim to resolve all complaints ourselves, but if this is not possible your complaint can be considered under a dispute resolution scheme devised by ABTA and administered by IDRS Ltd, (or in Ireland under the Arbitration Rules of the Chartered Institute of Arbitrators – Irish Branch). We will give you details of this scheme if you ask.

#### D15. Passports & Visas (British & Irish Citizens) and Health Requirements

It is your responsibility to ensure that you and all those travelling with you have a valid passport and any necessary visa and that you have obtained any necessary vaccinations to gain entry to any country you are visiting. It can often take some time to obtain a passport or visa therefore you should apply well in advance. In peak periods it is advisable to allow at least 4 weeks. General information on passport and visa requirements for British & Irish Citizens is available through our website or within the details sent to you. However, passport and visa regulations and health requirements can change at any time, therefore, we recommend that you check passport/visa requirements with the Embassy or Consulate of the country you intend to visit and that you consult your GP. Travel advice, including health requirements can also be obtained from the UK Foreign Office ([www.fco.gov.uk](http://www.fco.gov.uk)) and Irish Foreign Affairs ([www.foreignaffairs.gov.ie](http://www.foreignaffairs.gov.ie)). Also, visit websites such as [www.nathnac.org.uk](http://www.nathnac.org.uk) and [www.hpa.gov.uk](http://www.hpa.gov.uk) for information. If you are visiting a European Union (EU) country you should obtain a European Health Insurance Card (EHIC) or in Ireland an E111 form from your local health board, and take it with you when you travel. The EHIC can be obtained free of charge by completing an application form available from main Post Offices and from [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers). Please note, the EHIC is in addition to Travel Insurance, not instead of it.

We will have no liability to you if you or any member of your party travel without the correct passport and visa or without the necessary vaccinations, and you will have to pay to us any costs which we incur through helping you because of any such failure on your part.

#### D16. Special requests:

If you have a special request for anything that is not automatically part of the travel arrangements you book through us, please advise us when you book and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice/receipt and we also confirm the request separately in writing. We must emphasise that, verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights

#### D17. Information Accuracy

Descriptions of accommodation, destinations, facilities and services we provide are based on information obtained from our suppliers. Sometimes the facilities described will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation.

**Transfer Times:** Any transfer times we quote are approximate and, depending on circumstances, the journey time to your destination may be longer.

Please note if coach transfers are provided instead of domestic internal flights the coach transfer time will significantly increase travel times from that of a domestic flight.

Distance from Johannesburg to:

Durban	600km 6 ½ hours
Port Elizabeth	1075km 13 hours
Cape Town	1408km 18 hours

Distance from Cape Town to:

Johannesburg	1408km 18 hours
Port Elizabeth	750km 8 ½ hours

Should a transfer be required to Cape Town, Durban or Port Elizabeth, Thomas Cook Sport will endeavour to make you aware of this method of transportation as soon as possible. Please refer to section B3 of these conditions regarding your entitlement if we do substitute a domestic flight for a domestic coach transfer.

#### D18. Personal Information

We will provide your personal information, as well as any personal information you provide in relation to those other persons who form your booking party, to suppliers and carriers who might be located outside the UK/Ireland and/or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious or disability-related requirements, which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services to you.

#### D19. Your Responsibility

We want all our customers to have an enjoyable and carefree trip. But you must remember that you are responsible for your actions and the affect they may have on others. If we (or another person in authority) believe your actions could upset other customers, our suppliers or our own staff, or put them in danger, your travel arrangements may be ended and this could mean we or our suppliers may either ask you to leave your booked accommodation, or offload you or prevent you from boarding the aircraft or other means of transport. Our suppliers will deny boarding or impose additional conditions of carriage on any passenger who, for example, is intoxicated and/or disruptive or found to be smoking on board the aircraft or other means of transport. If this happens, we will not pay compensation, make refunds, or cover any expenses you suffer as a result. You also have a duty to act responsibly at the event. Stadium officials or the police may refuse your entry or eject you from the stadium if you are or are suspected to be intoxicated, or abusive or your actions/behaviour is felt to be inappropriate or in breach of the club or stadium's rules. In this event, Thomas Cook Sport cannot become involved in any dispute and you may be prevented from using the transport services or have additional conditions of carriage imposed on you. If this happens, we will not pay compensation, make any refund, reimburse any expenses you suffer as a result or otherwise have any liability to you.

#### D20. Law and Jurisdiction

For UK departures, your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate), can deal with any disputes. For Ireland departures, your contract will be governed by Irish law and disputes will be dealt with in the courts of Ireland.

## 2010 FIFA WORLD CUP SOUTH AFRICA™ TOUR OPERATOR PROGRAMME TICKET SALES REGULATIONS

**1. Purpose of these Sales Regulations.** These 2010 FIFA World Cup South Africa™ Tour Operator Programme Ticket Sales Regulations ("Sales Regulations") shall apply to, and govern, the distribution and sales of tickets ("Tickets") for match(es) ("Matches") of the 2010 FIFA World Cup South Africa™ ("Event") through the 2010 FIFA World Cup South Africa™ Tour Operator Programme.

The Fédération Internationale de Football Association, through its South African subsidiary 2010 FIFA World Cup™ Ticketing (Pty) Limited (collectively, "FIFA") has authorized certain tour operators (referred to as "Participating Tour Operators" or "PTOs") to act as its agent solely in connection with the distribution of Tickets that are in Ticket-inclusive travel packages for the Event ("Ticket Inclusive Travel Packages"). Each such Ticket Inclusive Travel Package must also include overnight accommodation (applicable to all PTOs) and international transportation (applicable to PTOs outside of South Africa only or PTOs within South Africa who have been appointed for Territories outside of South Africa), which are combined by the PTO in the form of travel packages of their own creation sold under their own terms of business. In connection with any transaction related to the acquisition of a Ticket Inclusive Travel Package, FIFA requires the PTO to provide each of its customers who wish to purchase Ticket Inclusive Travel Packages, including you (a "PTO Client") with a copy of: (a) these Sales Regulations, and (b) the 2010 FIFA World Cup South Africa™ General Terms and Conditions for the Use of Tickets ("GTCs") which govern the use of the Tickets and admission to the Event stadium. FIFA also requires the PTO to gather from PTO Clients certain personal data in connection with the allocation of Tickets (the same personal data as FIFA collects from other members of the general public who purchase Tickets from FIFA). The format the PTO uses to reflect the personal data will be referred to as a "Ticket Application Form".

**2. Transaction Details.** The PTO has an allocation of Tickets that it may sell to PTO Clients in accordance with an agreement between FIFA and the PTO. In accordance with that agreement, upon the PTO's notification to FIFA of the allocation of TOP Tickets to a PTO Client, FIFA automatically becomes the principal in the sale of the Ticket (but not the other elements of the transaction between the PTO Client and the PTO). This means that FIFA has the right to exercise rights with respect to Tickets pursuant to the Sales Regulations and the Ticket GTCs. However, with respect to all other matters, the PTO Client would still look to the PTO for assistance or recourse except as identified below. The PTO has been authorized to sell Ticket Inclusive Travel Packages in an all-inclusive package price. The financial terms, conditions and requirements in connection with the transaction are determined between the PTO and the PTO Clients, and FIFA has no involvement in that transaction other than as specifically described in these Sales Regulations. Should a PTO Client have any problem regarding a Ticket Inclusive Travel Package, the PTO Client would need to contact the PTO, not FIFA for resolution of the problem.

**3. Acceptance of the Sales Regulations, GTCs and the Stadium Code of Conduct.** Each PTO Client irrevocably agrees, acknowledges and undertakes to fully comply with the Sales Regulations, GTCs and the applicable safety and security measures adopted by the FIFA, the 2010 FIFA World Cup™ Organising Committee South Africa ("LOC"), the 2010 FIFA World Cup Ticketing Center, the FIFA Ticketing Office the stadium management and/or the South African governmental entity(ies) responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors (together "FIFA World Cup Authorities"), which shall be reflected in the stadium code of conduct identified on [www.FIFA.com](http://www.FIFA.com) ("Stadium Code of Conduct") and posted at the stadium in which an Event Match takes place and which is under the control of the FIFA World Cup Authorities on Match day ("Stadium").

**4. Completion of Ticket Application Forms.** The PTO is responsible for the submission of the Ticket Application Form for each PTO Client to FIFA. Address information provided by the PTO Client should include valid street addresses, not post office boxes. Under certain circumstances, FIFA may determine it is necessary to deliver Tickets directly to PTO Clients. Neither FIFA, the FWCTC, FTO, the LOC nor any other FIFA World Cup Authority shall be held liable for any sort of incorrect entry of information, technical malfunctions of the Internet, failure of computer hardware or software, or lost, incomplete or illegible applications or for failure of other communication systems. Furthermore, neither FIFA nor its agents will be responsible or liable in any way as a result of any late delivery of a Ticket which arises as a result of a failure of and/or interruption of any delivery service.

**5. Personal Data.** The PTO Client will ensure that the personal data initially required to be provided in the Ticket Application Form is up-to-date at all times. Updates must be provided to the PTO so that the PTO can provide the information to FIFA. The PTO Client acknowledges and agrees that the personal data provided to FIFA pursuant to these Sales Regulations will, subject to applicable law, be

used, processed, stored, and transferred to third parties designated by FIFA (located both within and outside of South Africa) for purposes relating to (i) Ticket sales and allocation procedures, (ii) any relevant safety and security measures, (iii) rights protection measures in connection with the Event. The PTO Client acknowledges his responsibility to obtain the consent of each person identified in the Ticket Application Form to use their personal data to the same extent, and for the same purposes, as described above for the PTO Client. The PTO Clients should be given the opportunity to update, correct, amend their personal data through the PTO. If a Ticket application is cancelled, PTO Clients may request deletion of their personal data by contacting the PTO or the 2010 FIFA World Cup Ticketing Centre through [www.FIFA.com](http://www.FIFA.com).

**6. Age Requirements.** PTO Clients must be of legal age to enter into binding contracts.

**7. Household Limits.** A PTO Client can only receive up to four (4) single Tickets for up to seven (7) Matches per household. If a PTO Client is determined to have been allocated more Tickets than allowed per Match or for more than one single Match on the same Match day, or multiple Ticket applications for the same Match have been submitted through various Ticket sales channels, all Ticket applications from that PTO Client, or allocations to that PTO Client, are subject to cancellation.

**8. Distribution of Tickets.** If a PTO Client has not received his Tickets within two (2) weeks prior to the first Match of the Event, it is the responsibility of the PTO Client to immediately notify the PTO. Certain Tickets may also be made available at official Ticket centres within South Africa, either to the PTO or to the PTO Client. The PTO should provide the PTO Client with detailed information regarding Ticket delivery and/or pick-up significantly in advance of the first Match.

**9. Ticket Applicants with Disabilities.** A limited number of Tickets will be made available exclusively for individuals who are unable to attend a Match: (a) without a wheelchair due to their physical disability, and (b) his or her accompanying person ("Companion"). The PTO Client needs to address the requirement of a wheelchair and/or the necessity of a Companion by notifying the PTO prior to allocation of Tickets. Valid proof of disability will be required. PTO Clients with other disabilities requiring specific accommodation recognized by law should contact the PTO regarding their specific requirements, who will in turn contact FIFA.

**10. Compliance by Ticket Holders.** Each PTO Client shall be fully responsible for ensuring that each person who, directly or indirectly, receives a Ticket through him (a "Ticket Holder") has read, understood, accepted and complies with the GTCs and the Stadium Code of Conduct. For that purpose, the PTO Client will provide such Ticket Holder with a copy of the GTCs and the Stadium Code of Conduct or will direct such Ticket Holder to where the GTCs and the Stadium Code of Conduct are made available.

**11. Seating.** Tickets for seats booked under the name of one PTO Client will, wherever possible, be allocated adjacent to one another. Seats may not always be allocated together in the same section.

**12. Miscellaneous.** Should any provision(s) of the Sales Regulations be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained. The Sales Regulations have been drafted in English and may be translated by the PTO into another language. In the event of any discrepancy between the English and translated texts, the English text will always prevail and will always be used to solve doubts of interpretation and application. To ensure continuity of application and clarity, the Sales Regulations will be governed by, and interpreted in accordance with, the laws of South Africa. To the fullest extent allowed by applicable law, for disputes regarding a Ticket, interpretation of the Sales Regulations, or attendance at the Event, the parties will seek to resolve such dispute amicably. If the parties fail to reach such amicable solution: (a) the PTO Client undertakes to, wherever legally possible, exclusively pursue any dispute in the High Court in South Africa, and more specifically in the Witwatersrand Local Division or its successor in title; (b) the PTO, FIFA and the PTO Client submit to the jurisdiction of the Witwatersrand Local Division or its successor in title. In the event that the FIFA World Cup Authorities bring a matter in the Magistrates' Court, the PTO Client submits to the jurisdiction of the Magistrates' Court. Subject to applicable law, FIFA reserves the right to bring any legal action in relation to the Sales Regulations in the local court of the domicile or residence of the PTO Client.

## GENERAL TERMS AND CONDITIONS FOR THE USE OF TICKETS

### 1. Acceptance of GTCs by the Ticket Holder

Any use of 2010 FIFA World Cup South Africa™ ("Event") match tickets ("Tickets") and the terms of admission to the Stadium at which an Event match ("Match") is taking place will be subject to the following General Terms and Conditions ("GTCs") as established by the Fédération Internationale de Football Association, through its South African subsidiary 2010 FIFA World Cup™ Ticketing (Pty) Limited (collectively, "FIFA"). Anyone who purchases, holds or uses a Ticket ("Ticket Holder") will be deemed to have fully and irrevocably agreed with FIFA to these GTCs.

### 2. Confirmation of the GTCs

In addition to Section 1, by completion and submission to FIFA of an online or hard copy application form for Tickets or any other order form issued by FIFA (or any third party approved by FIFA) for Tickets products that include Tickets ("Ticket Application Form") each

person who applies for, or orders, Tickets ("Ticket Applicant") confirms that: (a) he has read, understood and accepted the GTCs, and (b) undertakes that each individual receiving a Ticket through the Ticket Applicant (directly or indirectly) will have read, understood and accepted the GTCs prior to receiving a ticket. For that purpose, the Ticket Applicant will provide a copy of these GTCs to the individuals receiving Tickets from him and will direct the individuals to the additional sources for copies of the GTCs that are identified in Clause 11.2 below.

### 3. Entry to the Stadium

3.1 Entry into a stadium, which includes areas under the control of the FIFA World Cup™ Authorities on a Match day ("Stadium"), will be authorised on a Match day only upon the presentation of a valid Ticket by each person seeking to gain entrance, regardless of his age.

3.2 Each Ticket evidences permission to enter the Stadium on a Match day which can, at any time, be revoked for good reason by FIFA, the 2010 FIFA World Cup™ Organising Committee South Africa ("LOC"), the 2010 FIFA World Cup™ Ticketing Centre ("FWCTC"), the FIFA Ticketing Office ("FTO"), the Stadium management and/or the South African governmental entity(ies) responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors (together the "FIFA World Cup™ Authorities").

3.3 All Ticket Holders must comply with the applicable safety and security rules adopted by the FIFA World Cup™ Authorities for the Stadium on Match days. These rules are summarized in the stadium code of conduct, which is published and available from the sources identified in Clause 11.2 below ("Stadium Code of Conduct"). Examples of items that may be prohibited by the FIFA World Cup™ Authorities at any time in accordance with the Stadium Code of Conduct include, without limitation, weapons of any kind or anything that could be used as a weapon, fireworks, flares or other pyrotechnics, commercial materials or similar items which could infringe any rights of FIFA for the Event, and other objects which could compromise public safety and/or harm the reputation of the 2010 FIFA World Cup South Africa™ as reflected in the Stadium Code of Conduct. The Stadium Code of Conduct should be read carefully before attendance at a Match.

3.4 The FIFA World Cup™ Authorities will be entitled to carry out checks on any Ticket Holder. Tickets may be rendered null and void, and entrance into a Stadium can be refused for any person who, or a Ticket Holder can be refused admission or ejected from the Stadium if such Ticket Holder:

- a) is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance;
- b) is behaving, or is likely to behave, violently, harmfully or in a manner liable to disrupt public order or cause a nuisance to other Ticket Holders; or
- c) has failed to comply with the terms of these GTCs, the Stadium Code of Conduct or all sales regulations applicable to the Ticket Applicant outlined in the Ticket Application Form (the "Sales Regulations"), which are all available through the sources identified in Clause 11.2 below or any relevant laws or by-laws.

3.5 Individuals who have been banned from attending football Matches by competent authorities or sports governing bodies in any country, or who are considered as a security risk, are prohibited from receiving Tickets and from entering or remaining in the Stadium.

3.6 Ticket Holders leaving the Stadium will not be re-admitted unless otherwise approved by FIFA.

3.7 Each Ticket is numbered to identify a specific seat. Each Ticket Holder must sit in the seat allocated to the respective Ticket. The FIFA World Cup™ Authorities reserve the right to substitute the seat identified on the Ticket with another seat, if appropriate for security reasons, without compensation to the Ticket Holder.

3.8 The FIFA World Cup™ Authorities cannot guarantee:

- a) that a specific player will participate in a Match; or
- b) the length of time that any Match will be played; or
- c) that the Ticket Holder will have uninterrupted and/or uninhibited view of the Match from the seat provided. The FIFA World Cup™ Authorities will use reasonable efforts to identify obstructed view seats prior to purchase.

### 4. Limitation on Transfer of Tickets

4.1 Ticket Holders may not sell, offer for sale, resell, donate or otherwise transfer their Ticket in any way, without the specific prior written approval of FIFA. Transfer requests will be considered in accordance with the Ticket Transfer Policy defined by FIFA and available on [www.FIFA.com](http://www.FIFA.com). The purposes for the rule limiting Ticket transfers include: (a) event security, (b) consumer protection, and (c) economic fairness as described in greater detail on [www.FIFA.com](http://www.FIFA.com).

4.2 Tickets may only be purchased from FIFA through FIFA or officially authorised agents of FIFA. Any Ticket obtained from any other source (for example, unauthorised intermediaries such as ticket brokers, internet auctions, internet ticket agents) will be rendered invalid, and all rights of entry into the Stadium will be nullified. Such Tickets will be cancelled by electronic or other means, and any person seeking to use such a Ticket obtained through unauthorised sources will be refused entry into the Stadium, ejected from the Stadium and/or will have their Ticket seized by the FIFA World Cup™ Authorities, in addition to other remedies available to the FIFA World Cup™ Authorities.

4.3 Upon request from FIFA, Ticket Holders must explain how, from whom, for what consideration and from where they obtained their Tickets.

### 5 Sound and Image recordings

5.1 Any Ticket Holder attending a Match expressly acknowledges that it is a public event that is being recorded. To the extent permitted by applicable law, any person attending a Match agrees that use may be

made in perpetuity, free of charge or any compensation, of his/her voice, image, photograph and likeness by means of live or recorded video display, broadcast, streaming or other transmission or recording, photographs or any other current and/or future media technologies (now known or hereinafter invented and/or devised), and irrevocably consents to the use of such voice, image, photograph or likeness by FIFA or third parties authorised by FIFA to use such media. Each Ticket Holder waives in advance all rights and actions seeking to oppose such exploitation, subject to applicable law. FIFA (and third parties authorised by FIFA with respect to the use of such media) will be bound by, and comply with, all applicable laws with respect to any use they may make of such media.

5.2 Ticket Holders may not record or transmit any sound, moving or still image or description of the Match (or any result or statistic of the Match) other than for private use. It is strictly forbidden to disseminate any sound, moving or still image, description, result or statistic of the Match, in whole or in part, for any sort of public access, irrespective of the transmission form, whether over the internet, radio, television, mobile phone, data accessory or any other current and/or future media (now known or hereinafter invented and/or devised). Ticket Holders may not assist any other person(s) to conduct such activities.

#### 6 Prohibitions Regarding Ambush Marketing and Other Marketing Activities

6.1 Ticket Holders may not engage in any form of activity which may result in an unauthorised commercial association with FIFA, the Event or parts of it to the detriment of FIFA or its commercial affiliates, whether by way of an unauthorised use of logos or otherwise ("**Ambush Marketing**").

6.2 At the Stadium on Match days, Ticket Holders are strictly prohibited from using, wearing, possessing or holding promotional or commercial objects and materials, or offering to sell, selling or possessing with the intent to sell drinks, food, souvenirs, clothes, or other promotional and/or commercial items. All such items may be removed or confiscated by the FIFA World Cup™ Authorities.

6.3 Ticket Holders are strictly prohibited from providing any type of commercial service or undertaking any commercial promotions in the Stadium, unless expressly authorised by FIFA in writing.

6.4 Ticket Holders are strictly prohibited from handing out pamphlets or information relating to, or in any way promoting or drawing attention to, any business, cause, charity or concern, whether commercial or not, in the Stadium, unless expressly authorised by FIFA in writing.

6.5 Ticket Holders may not use a Ticket for commercial purposes, such as without limitation, for promotions or advertising activities, use as a prize in a competition or sweepstake.

6.6 Tickets may not be sold, or otherwise included for commercial purposes as part of a travel package (for example combining Tickets with flights and/or a hotel room night) or as part of a hospitality package (for example combining Tickets with pre or post Match catering services in proximity to the Stadia), without the prior written approval of FIFA.

#### 7 Acceptance of Risk and Limited Liability

7.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TICKET HOLDER (IN HIS OWN NAME AND ON BEHALF OF ANY MINORS USING A TICKET BOUGHT BY HIM) ACCEPTS ALL RISKS AND DANGERS WHICH THE TICKET HOLDER MAY FACE OR ENDURE WHILE ATTENDING ANY MATCH AND WAIVES ANY CLAIMS AGAINST THE FIFA WORLD CUP™ AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE TICKET HOLDER (IN HIS OWN NAME AND ON BEHALF OF ANY MINORS USING A TICKET BOUGHT BY HIM) ACCEPTS THAT THERE ARE RISKS TO HIS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE STADIUM. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A TICKET HOLDER TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A FIFA WORLD CUP™ AUTHORITY.

7.2 EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE "FIFA WORLD CUP™ AUTHORITIES" HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE EVENT. ONE FIFA WORLD CUP™ AUTHORITY SHOULD NOT BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER FIFA WORLD CUP™ AUTHORITY. EACH FIFA WORLD CUP™ AUTHORITY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.

7.3 NOTHING IN THIS AGREEMENT WILL AFFECT THE STATUTORY RIGHTS OF ANY TICKET HOLDER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY A FIFA WORLD CUP™ AUTHORITY OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### 8 Orders of the FIFA World Cup™ Authorities and Non-compliance by Ticket Holder

8.1 For security reasons, and in order to ensure the orderly and smooth implementation of the Event, the Ticket Holder must follow the orders of the FIFA World Cup™ Authorities at the Stadia on Match days. Each Ticket holder is required to cooperate with the FIFA World Cup™ Authorities in the event the Ticket Holder is requested to provide proof of his identity or to consent to the confiscation of prohibited items that may be in his possession at the Stadia.

8.2 If a Ticket is rendered null and void, admission is refused, or a Ticket Holder is ejected from the Stadium based on a violation of the GTCs, the Sales Regulations, the Stadium Code of Conduct or any other relevant laws or by-laws, the FIFA World Cup™ Authorities, to

the full extent permitted by applicable law, will not be obligated to issue any refund.

8.3 In the event of a violation of any terms of the GTCs, the Sales Regulations, the Stadium Code of Conduct or any other relevant laws or by-laws, in addition to the other rights and remedies that the FIFA World Cup™ Authorities may have, the FIFA World Cup™ Authorities will have the right to:

- render null and void the Tickets of the Ticket Holder;
- refuse entry into the Stadium to the Ticket Holder or eject the Ticket Holder from the Stadium;
- file suit to enforce the GTCs and claim damages, if appropriate; and/or
- notify governmental authorities of a violation of the provisions of the GTCs, the Sales Regulations, the Stadium Code of Conduct and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

8.4 In addition to laws applicable in other countries, the South African government may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets in violation of the GTCs, the Sales Regulations, the Stadium Code of Conduct or any other relevant laws or by-laws. Ticket Holders are advised to obtain information about applicable laws relating to Tickets.

8.5 In addition to the remedies identified in Section 8.2, 8.3 and 8.4 above, the Ticket Holder agrees to give over to a charitable organisation identified by FIFA all revenues or other consideration received from an unauthorised transfer of Tickets as and to the extent determined by FIFA.

8.6 EACH TICKET HOLDER IS RESPONSIBLE FOR THE USE OF HIS TICKET. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY TICKET HOLDER INDEMNIFIES AND HOLDS HARMLESS THE FIFA WORLD CUP™ AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:

- HIS MISUSE OF A TICKET; OR
- THE MISUSE OF A TICKET BY A MINOR IF THE TICKET WAS BOUGHT BY THE TICKET HOLDER; OR
- THE MISUSE OF A TICKET BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET THROUGH THE TICKET HOLDER; OR
- A VIOLATION OF THE GTCs, THE SALES REGULATIONS, THE STADIUM CODE OF CONDUCT AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR
- ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET.

THIS MEANS: IF A TICKET HOLDER VIOLATES ANY TICKET RELATED RULES, HE WILL HAVE TO TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS THAT THE FIFA WORLD CUP™ AUTHORITIES MAY INCUR, IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

#### 9 Data

The personal data that the Ticket Holders provide to the Ticket Applicant, and that the Ticket Applicant provides to FIFA pursuant to the Sales Regulations and/or the Ticket Transfer Policy will, subject to applicable law, be used, processed, stored, and transferred to third parties designated by FIFA (located both within and outside of South Africa) for purposes relating to Ticket sales and allocation procedures, any relevant safety and security measures and/or rights protection measures in connection with the Event.

#### 10 Unforeseen Circumstances

10.1 The FIFA World Cup™ Authorities will not be held liable, no claim will be admissible, and no reimbursement will be made, in the event of the cancellation or modification of the times, dates and/or places of one or more Matches of the Event as a result of a Force Majeure event or any change of teams participating in a Match. A "Force Majeure" event means a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, act of terrorism, rebellion, strikes, lock-outs or other industrial disputes, acts of governments or other prevailing authorities, or any other similar or related event which is beyond the control of FIFA or another FIFA World Cup™ Authority which delays, prevents the holding of, or causes the cancellation, postponement and/or relocation of, one or more Matches or a substantial part of such a match or matches.

10.2 FIFA reserves the right to make alterations or corrections to the times, dates and places of the Matches, or change the teams participating in a Match due to circumstances other than Force Majeure. If FIFA makes a change to the time or date of the Match, the Ticket will be valid for the re-scheduled Match. If FIFA changes the teams participating in a Match, the Ticket will be valid for the Match with the new teams. If a Match is relocated to another venue within South Africa, then procedures will be implemented for the exchange of Tickets for the alternative location to the extent possible.

10.3 If any Matches in South Africa are cancelled due to circumstances other than Force Majeure, FIFA will make every effort to refund the face value of each ticket to the Ticket Holder. No other circumstances will give rise to a refund.

10.4 Should the Ticket Holder be entitled to a refund for any reason whatsoever, no interest or costs will be due on any monies paid in relation to such a refund. No such refund will exceed the price paid to FIFA for the Ticket. Compensation of further costs and expenses (for example travel or accommodation costs) is excluded. Furthermore, only the Ticket Holder named in the Ticket Application Form will be eligible to apply for any refund. If a refund process is initiated, the Ticket Holder must produce the Ticket for which a refund is sought by the deadline specified by the FIFA.

10.5 Due to security concerns, neither FIFA nor its agents will issue duplicate Tickets because duplicate Tickets could result in more spectators entering the Stadium than the Stadium could safely accommodate. Neither FIFA nor its agents will be liable for any lost or damaged Tickets or late delivery caused by malfunction or interruption of mail or delivery services. **TREAT YOUR TICKETS WITH CARE AND KEEP THEM IN A SAFE LOCATION AT ALL TIMES.**

#### 11 Miscellaneous

11.1 Any information requests relating to Tickets should be addressed to FIFA through the FWCTC at: PO BOX 4928, Cresta, 2118, South Africa. Information will also be provided through [www.FIFA.com](http://www.FIFA.com).

11.2 THE GTCs, THE SALES REGULATIONS AND THE STADIUM CODE OF CONDUCT ARE: (A) MADE AVAILABLE TO ALL TICKET HOLDERS AT [www.FIFA.com](http://www.FIFA.com); (B) PROVIDED TO ANY PERSON UPON REQUEST AT THE CONTACT ADDRESS AND NUMBER INDICATED ABOVE; (C) PROVIDED TO THE TICKET APPLICANT IN ORDER TO BE DISTRIBUTED BY HIM TO EVERY TICKET HOLDER RECEIVING TICKETS THROUGH HIM; AND (D) POSTED AT OFFICIAL TICKETING CENTRES. IN ADDITION, THE STADIUM CODE OF CONDUCT WILL BE POSTED AT THE STADIA ON MATCH DAYS.

11.3 Should any provision(s) of these GTCs be declared void, ineffective or unenforceable by any competent court, the remainder of these GTCs will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.

11.4 These GTCs have been drafted in English. Translations of the GTCs are available through [www.FIFA.com](http://www.FIFA.com), and, upon request, from FIFA at the address set out in Clause 11.1. In the event of any discrepancy between the English and translated texts, the English text will be used to solve doubts of interpretation and application.

11.5 Certain provisions of these GTCs will be restated in a condensed format so that they may be printed within the small confined space allocated on the back of the Tickets. If there is any doubt regarding the scope or meaning of the condensed provisions on the Ticket backs, the terms of these GTCs will govern.

11.6 To ensure continuity of application and clarity, these GTCs will be governed by, and interpreted in accordance with, the laws of South Africa.

11.7 To the fullest extent allowed by applicable law, for disputes regarding a Ticket, interpretation of these GTCs, compensation or refunds or attendance at the Event, the parties will seek to resolve such dispute amicably. If the parties fail to reach such amicable solution:

- the Ticket Holder undertakes to, wherever legally possible, exclusively pursue any dispute in the High Court in South Africa, and more specifically in the Witwatersrand Local Division or its successor in title;
- FIFA and the Ticket Holder submit to the jurisdiction of the Witwatersrand Local Division or its successor in title.

In the event that the FIFA World Cup™ Authorities bring a matter in the Magistrates' Court, the Ticket Holder submits to the jurisdiction of the Magistrates' Court. Subject to applicable law, FIFA reserves the right to bring any legal action in relation to these GTCs in the local court of the domicile or residence of the Ticket Holder.

## FIFA World Cup Finals Stadium Code of Conduct

#### 1. Purpose of this Stadium Code of Conduct

This Stadium Code of Conduct has been adopted by the Fédération Internationale de Football Association ("FIFA"), the 2010 FIFA World Cup™ Ticketing (Pty) LTD, the 2010 FIFA World Cup™ Organising Committee South Africa ("LOC"), the 2010 FIFA World™ Ticketing Centre ("FWCTC"), the FIFA Ticketing Office ("FTO"), the Stadium management and/or the South African governmental entity(ies) responsible for safety and security in connection with the matches ("**Matches**") of the 2010 FIFA World Cup South Africa™ ("**Event**"), and their respective employees, volunteers, agents, representatives, officers and directors (together the "**FIFA World Cup Authorities**"). This Stadium Code of Conduct ("**Stadium Code of Conduct**") describes the applicable safety and security measures and policies for the conduct of (a) every person using a match ticket ("**Ticket**") to attend a Match ("**Stadium Visitor**") or (b) every person using an entry pass for working purposes issued by the FIFA World Cup Authorities ("**Accreditation**") to such person ("**Accredited Person**") within a stadium in which a Match takes place and which is under the control of the FIFA World Cup Authorities on Match days ("**Stadium**").

#### 2. Notice and Acknowledgement of the Stadium Code of Conduct by the Ticket Holder

This Stadium Code of Conduct remains subject to changes. The most up-to-date and applicable version of this Stadium Code of Conduct is made available on [www.FIFA.com](http://www.FIFA.com) and on Match days at the Stadium. Each Stadium Visitor and Accredited Person agrees and acknowledges that he has read, understood, accepted and will comply with this Stadium Code of Conduct as well as any specific instructions given by any of the FIFA World Cup Authorities. If considered necessary, in addition to this Stadium Code of Conduct, further mandatory instructions may be issued by the FIFA World Cup Authorities in order to prevent or eliminate any risk to life, health or personal belongings.

### 3. Entry to the Stadium

Stadium Visitors and Accredited Persons shall cooperate with the FIFA World Cup Authorities, by:

- a) producing a Ticket or an Accreditation and, as requested by the FIFA World Cup Stadium Authorities, proof of identity; and
- b) submitting to inspections, body checks and removal of items that are prohibited to use, possess, hold or bring into the Stadium on Match days ("**Prohibited Items**").

Stadium Visitors and Accredited Persons agree and acknowledge to have restricted access to specified areas within the Stadium,

### 4. Prohibited Items

Unless otherwise authorized by the FIFA World Cup Authorities in writing, Stadium Visitors and Accredited Persons are not permitted to use, possess, hold or bring into the Stadium the following Prohibited Items:

- a) weapons of any kind;
- b) anything that could be used as a weapon or to cut, thrust or stab, or as a projectile, in particular long umbrellas and other unwieldy implements;
- c) bottles, cups, jugs or cans of any kind as well as other objects made from PET, glass or any other fragile, non-shatterproof or especially tough material or Tetrapak packaging, hard cooler boxes;
- d) fireworks, flares, smoke powder, smoke canisters, smoke bombs or other pyrotechnics;
- e) alcoholic beverages of any kind, narcotics or stimulants;
- f) racist, xenophobic cause, charity or ideological concern related materials, including but not limited to banners, signs, symbols and leaflets, objects or clothing, which could impair the enjoyment of the Event by other spectators, or detract from the sporting focus of the Event;
- g) flagpoles or banner poles of any kind. Only flexible plastic poles and so-called double-poles that do not exceed 1 metre in length and 1 cm in diameter and which are not made of inflammable material are permitted;
- h) banners or flags larger than 2m x 1m50. Smaller flags and banners are permitted provided that they are made from material which is deemed "of low flammability" and complies with national regulations and standards;
- i) any sort of animals;
- j) any promotional or commercial, materials, including but not limited to banners, signs, symbols and leaflets, or any kind of promotional or commercial objects, material and clothing;
- k) gas spray cans, corrosive, flammable substances, dyes or receptacles containing substances which are harmful to health or are highly flammable. Standard pocket cigarette lighters are permitted;
- l) unwieldy objects such as ladders, stools, (folding) chairs, boxes, paperboard containers, large bags, rucksacks, suitcases and sports bags. "Unwieldy" is given to mean all objects which are larger than 25cmx25cmx25cm and which cannot be stowed under the seat in the Stadium;
- m) large quantities of paper and/or rolls of paper;
- n) mechanically-operated instruments which produce an excessive volume of noise such as megaphones, hooters or gas-powered horns. Unbranded vuvuzelas are not considered Prohibited Items;
- o) laser pointers;
- p) cameras (except for private use and then only with one set of replacement or rechargeable batteries), video cameras or other sound or video recording equipment;
- q) computers or other devices used for the purposes of transmitting or disseminating sound, pictures, descriptions or results of the events via the internet or other forms of media; and
- r) other objects which could compromise public safety and/or harm the reputation of the Event as assessed at the sole discretion of the FIFA World Cup Authorities.

### 5. Common Sense Conduct inside the Stadium

**5.1** All Stadium Visitors and Accredited Persons shall, at all times during their stay in the Stadium, conduct themselves in a manner so as not to offend, endanger the safety, or unnecessarily hinder or harass other Stadium Visitors and/or Accredited Persons.

**5.2** All Stadium Visitors must occupy only the seat indicated on their Ticket and shall access it only via the designated entrance unless otherwise directed by the FIFA World Cup Authorities. For security reasons and to avert danger, Stadium Visitors shall move to seats other than those allocated, whether in the same or another section of the Stadium, if instructed to do so by the FIFA World Cup Authorities.

**5.3** All access stairways and emergency exits must be kept clear at all times to the best possible extent.

**5.4** All Stadium Visitors and Accredited Persons are requested not to drop litter, packaging or empty containers, but to dispose of such items in the appropriate litter bins inside the Stadium.

**5.5** Smoking is only permitted in designated areas. In any case smoking will be prohibited in the Stadium stands and in the area around the pitch.

**5.6** Furthermore, unless otherwise authorized by the FIFA World Cup Authorities, Stadium Visitors and Accredited Persons shall not:

- a) enter the pitch or the area around the pitch;
- b) stand on seats in the spectator areas or unreasonably obstruct the view of other spectators;
- c) throw objects or liquids of any kind, particularly in the direction of another person or in the direction of the area around the pitch or the pitch itself;
- d) start a fire, let off or launch fireworks, flares, smoke powder, smoke bombs or other pyrotechnics;
- e) engage in conduct which expresses racist, xenophobic, cause, charity or ideological concern related views, which could impair the enjoyment of the Event by other spectators, or detract from the sporting focus of the Event;
- f) act in a way which may be interpreted by others as provocative, threatening, discriminatory or offensive;
- g) offer for sale or sell goods or Tickets, distribute printed material or make collections;
- h) create any threat to the life or safety of oneself or others, or harm anyone else in any way whatsoever;
- i) cause damage to anyone or anything at any time;

j) climb on or over structures and installations not intended for general use, particularly facades, fences, walls, fencing, barriers, lighting masts, camera platforms, trees, masts of any kind and roofing;

k) restrict or impede circulation, footpaths and roadways, entrances and exits to visitor areas and emergency exits, or obstruct or interfere with zones open to traffic;

l) access areas (e.g. function rooms, VIP and media areas, etc.) which are closed to the public or for which access is unauthorised (except with proper access passes);

m) write or paint on or affix anything to structural elements, installations or pathways;

n) relieve oneself anywhere other than in the toilets, or litter the stadium by discarding objects such as rubbish, packaging, empty containers, etc.;

o) record (except for private purposes), transmit, or in any other manner disseminate over the internet or any other media, including mobile devices, any sound, image, description, or result of any event taking place within the Stadium, in whole or in part, or assist any other person(s) conducting such activities; commercially exploit any photographs or images taken within the Stadium;

p) engage in other activities which could compromise public safety and/or harm the reputation of the Event, as assessed at the sole discretion of the FIFA World Cup Authorities and/or any other legally-authorized persons.