

UEFA CUP FINAL 2009 TICKETING TERMS AND CONDITIONS

A. INTRODUCTION

1 Scope

The following terms and conditions ("Terms and Conditions") are designed to ensure a fair, correct and efficient process for the purchasing of the Tickets for the UEFA CUP FINAL 2009. The sale and use of such Tickets are subject to the following Terms and Conditions and any other applicable laws or regulations ("Regulations") pertaining to access and usage of the Fenerbahçe Şükrü Saracoğlu Stadium.

2 Definitions

Applicant	means any individual with legal capacity to apply for Ticket(s) for the UEFA CUP FINAL 2009 in accordance with these Terms and Conditions.
Application Form	means the document submitted by an Applicant in order to be considered for Tickets.
Guest	an individual for whom the Applicant may be applying and to whom Ticket may be transferred in accordance with these Terms and Conditions. Children under 4 years of age will not be permitted to attend the UEFA CUP FINAL 2009. Children attending the UEFA CUP FINAL 2009 must be accompanied by an adult over 16 years of age and must be in possession of a valid Match Ticket.
Host Association	means the Turkish Football Federation, which is responsible for implementing the organisation of the UEFA CUP FINAL 2009 in Istanbul and whose registered office is located at Konaklar Mahallesi Ihlamurlu Sokak No:9 34330 4.Levent, Istanbul.
Match	the UEFA CUP FINAL 2009 to be held at the Stadium on 20 May 2009 at 21:45 local time (20:45 CET).
Notification	means the confirmation or rejection of the allocation of Tickets.
Regulations	means, without limitation, the terms of the following: Fenerbahçe Şükrü Saracoglu Stadium Regulations; As displayed on UEFA website http://www.uefa.com and the Host Association website http://www.tff.org are incorporated by reference and are binding and enforceable in this respect.
Stadium	means the entire premises of the Fenerbahçe Şükrü Saracoğlu Stadium in Istanbul in which the Match will be played, including all areas which require a Ticket to gain access, as well as the immediate vicinity of such areas.
Stadium	means Fenerbahçe Football Club Şükrü Saracoğlu Stadium

Operator	Recep Peker Caddesi Kiziltoprak, Kadikoy Istanbul Turkey
Ticket (s)	means a Ticket giving right of entrance to the Match in accordance with the information stated thereon.
Ticket Holder	means any individual holding a Ticket.
UEFA	means the Union des Associations Europeennes de Football, is responsible for the organisation of the UEFA Cup Competition, with offices at Route de Geneve 46, 1260 Nyon, Switzerland.

B. TICKETS

3 Applications

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

4 Ticket Allocation

- 4.1 Pre-ballot sales phase: Application Forms must be registered via the website of UEFA (<http://www.uefa.com>) no later than 18.00 CET on 20 March 2009. Late applications will not be accessed or processed. If demand exceeds supply for the Match and/or category, all Tickets and/or category thereof shall be allocated by random selection via a ballot. All Applicants, whether successful or unsuccessful, will be informed by email not later than 3 April 2009

- 4.2 A limited number of Tickets for Wheelchair Users, which shall be charged at Category 4 price will be available. Furthermore, a complimentary Ticket will be provided for the wheelchair user's personal assistant/carer.

5 Payment and Distribution of Tickets

- 5.1 Payment of Tickets can be made by using a valid credit card (Mastercard or Visa Credit Card only). The total amount for the purchase of Tickets will be charged during the period 23 March to 3 April 2009 to the credit card specified on the Application Form and will include an administrative charge, as follows:

- (a) Turkish based EUR 15
- (b) Within Europe EUR 30
- (c) Outside Europe EUR 40.

- 5.2 Sufficient funds must be available in order to purchase Tickets and the credit card must have an expiry date beyond May 2009. Failure to make payment shall entitle UEFA or the Host Association (or its agent) to cancel the allocated Tickets and re-allocate them to another Applicant.

- 5.3 Tickets will be dispatched between 15 and 24 April 2009, by express courier, to the declared delivery address of the Applicant stated on the Application Form submitted to UEFA via their official website.

- 5.4 Duplicate Tickets will not be issued under any circumstances. In any event, neither UEFA nor the Host Association or its Agent shall be held liable for any Ticket loss or late delivery caused by malfunction or interruption of mail services or incomplete or inaccurate personal information or addresses.

- 5.5 APPLICANTS SHALL PROVIDE THE NAME AND ADDRESS DETAILS ON THE APPLICATION FORM. APPLICANTS SHALL BE FULLY AND UNCONDITIONALLY RESPONSIBLE FOR ENSURING THAT THEIR GUEST UNDERSTANDS, AGREES TO AND COMPLIES WITH THE TERMS AND CONDITIONS AND ANY APPLICABLE LAW OR REGULATIONS.

- 5.6 All sales are final upon payment. Ticket Holders cannot elect to return or exchange Tickets for which a payment has been made.

6 Use of Tickets

- 6.1 Entrance to the Stadium shall only be authorised upon presentation of a complete and valid Ticket per person and, upon request, photographic proof of identity. Ticket Holders leaving the Stadium shall not be permitted to re-enter.

- 6.2 Neither UEFA nor the Host Association (including their respective servants and agents) will be liable for any loss, injury or damage howsoever caused to the holder of a Ticket. The possession of a Ticket shall constitute an acceptance by the holder of the Terms and Conditions and imply an undertaking on the part of the holder to observe them. In the event of any breach of these conditions by the Ticket Holder, UEFA and the Host Association (including their servants

and agents), reserve the right to cancel the Ticket Holder's Ticket and retain the money paid therefore.

- 6.3 Both UEFA and the Host Association have the right to strictly enforce these Terms and Conditions and the Regulations. All Tickets remain the property of UEFA and, except as set out in Article 6.5, are not transferable. If there is a breach of any of these Terms and Conditions, Tickets shall be void and shall not allow the Ticket Holder entry to the Stadium and the Tickets shall, upon request of UEFA, be delivered up to UEFA.
- 6.4 THE APPLICANT BUYS THE TICKETS EXCLUSIVELY FOR HIS/HER OWN PERSONAL USE OR FOR HIS/HER GUEST'S PERSONAL USE. ANY OTHER USE IS PROHIBITED. THE APPLICANT SHALL NOT PURCHASE TICKETS AS AN AGENT FOR ANY OTHER PERSON.
- 6.5 APPLICANTS SHALL RETAIN ONE (1) TICKET FOR PERSONAL USE AND SHALL TRANSFER, FOR NO GREATER THAN THE FACE VALUE AND THE PRO-RATED ADMINISTRATIVE CHARGES, THE REMAINING TICKET TO HIS/HER GUEST FOR PERSONAL USE. SUBJECT ONLY TO THE FOREGOING SENTENCE, NEITHER THE APPLICANT NOR THEIR GUEST MAY SELL, OFFER FOR SALE, AUCTION BY ANY MEANS (WHETHER ALONE OR WITH OTHER ITEMS), RE-SELL OR OTHERWISE TRANSFER THE TICKET WITHOUT THE PRIOR WRITTEN APPROVAL OF UEFA.
- 6.6 THE APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT TICKETS ARE ISSUED SUBJECT TO ANY APPLICABLE LOCAL LAWS AT THE STADIUM AND ANY REGULATIONS OR RULES IN FORCE AT THE STADIUM FOR THE MATCH. WITHOUT PREJUDICE TO THE PROVISIONS OF ARTICLE 6.5, THE APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT IT IS A CRIMINAL OFFENCE TO SELL OR OTHERWISE DISPOSE OF A TICKET UNLESS AUTHORISED TO DO SO.

C. SAFETY AND SECURITY

- 7 For the purpose of maintaining safety and security all persons attending the Match shall, if requested by police, stewards, safety personnel, and/or any other duly authorised persons, co-operate by at any time: (a) producing a valid Ticket and photographic proof of identity (b) submitting to inspections, body checks and removal of unauthorised objects; and (c) complying with the instructions and guidelines of all such personnel.
- 7.1 No person shall enter or attempt to enter, the Stadium whilst drunk, or in possession of, whilst using, holding or attempting to bring the following items, without limitation:
 - (a) all weapons, regardless of type, and all objects that can be used as such;
 - (b) all objects, materials or substances likely to pose a threat to safety, public order, or to disrupt the process of the Match, or cause damage to persons or goods;
 - (c) projectiles of any kind such as bolts, pieces of wood or metal, stone, glass, cans, bottles (whether filled with combustible substances or not),

prohibited containers which are, or were, capable of holding liquid and which, if thrown would be capable of causing injury to another person;

- (d) flammable or explosive substances, liquids and gasses, fireworks or flares of any kind;
- (e) alcoholic drinks, narcotics or stimulants;
- (f) banners or other signs or material bearing offensive, malicious, provocative, political or racial or sectarian text or messages and commercial/promotional materials;
- (g) flags, flagpoles, banners, badges, headgear, inflatable items, or symbols likely to disrupt order and safety or to impair visibility of other spectators;
- (h) animals – except guide dogs (by prior arrangement with the Stadium Operator);
- (i) other objects identified by police, stewards, safety personnel and/or any other duly authorised persons, which may affect security, public health, public order and/or the reputation of UEFA and the Host Association;
- (j) promotional and commercial objects and materials of whatever nature, including but not limited to documents, leaflets, badges, signs, symbols, banners and headgear.

7.2 Whilst inside the Stadium no person shall:

- (a) throw, cast, thrust or fire any objects;
- (b) act in a violent way or in any way incite violence, racism, sectarianism or xenophobia which may affect security, public health, public order and/or the reputation of UEFA and/or the Host Association;
- (c) express national, political, religious, ethnic and/or racial ideas or pursuits;
- (d) create any threat to the life or safety of himself/herself or others, or harm another person in any way whatsoever;
- (e) climb lighting masts, fences, roofs, dug-outs, and any other apparatus or constructions, or stand on seats;
- (f) stand on the pitch or area around the pitch at any time;
- (g) stand within viewing areas of the Stadium;
- (h) smoke within the Stadium;
- (i) move from one sector to another, if this movement is not permitted;
- (j) damage persons or goods at any time;
- (k) remain longer than is strictly necessary, or enter or leave the Stadium at places laid aside for any easy exit in the event of danger, such as emergency exits, entrances, stairs, landings etc.

D. MISCELLANEOUS

8 Commercial Activity

- 8.1 Tickets may not be used for any commercial purposes such as, without limitation, for promotion, advertising, use as a prize in a competition or sweepstake, or as part of a hospitality or travel package (for example: combining flights, hotel and Tickets) without the prior written approval of UEFA.
- 8.2 No person at the Stadium may conduct promotional or commercial activity, including transmitting of match results, statistics or other data to unauthorised third parties, without the prior written approval of UEFA.
- 8.3 Any person at the Stadium is strictly prohibited from using, possessing or holding goods with promotional or commercial aims, as well as offering to sell, selling or possessing goods with intents to sell such drinks, food, souvenirs, Tickets, clothes, promotional and/or commercial items. All such items may be removed or temporarily confiscated by the Police and/or by stewards and/or any other duly authorised persons.

9 Sound and Image Recordings

- 9.1 Any person attending the Match acknowledges that use may be made, free of charge, of his/her voice, image and likeness by means of live or recorded video display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.
- 9.2 Any person attending the Match shall not record and/or transmit any sound, image and/or description of the Stadium or the Match (as well as any result and/or statistics of the Match) other than for private use. In particular, it is strictly forbidden to disseminate over the internet, radio, television or any other current and/or future media, any sound, image, description, result or statistics of the Match in whole or in part, or assist any other person(s) conducting such activities.

10 Non Compliance with these Terms and Conditions and Regulations

- 10.1 Any Ticket Holders whose actions are inconsistent with, or whose Tickets have not been obtained in accordance with these Terms and Conditions will be refused entry to the Stadium or expelled from the Stadium with no right to refund and the relevant Ticket (s) will be cancelled. Ticket Holders shall be obliged, upon request, to give an explanation as to how, from whom and from where their Tickets have been obtained.
- 10.2 In the event that it appears that neither the Applicant nor the Guest have conformed to these Terms and Conditions, the entire party (Applicant and Guest) will be refused entry to the Stadium or expelled from the Stadium with no right to refund and the relevant Tickets will be cancelled.
- 10.3 UEFA, the Host Association and the Stadium Operator reserve all other legal rights.

11 Unauthorised Spectators

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

12 Indemnification

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

13 Data Protection

13.1 Applicants acknowledge and agree that the personal data provided by them and contained in the Application Form is collected by UEFA and will be entered into a database owned by UEFA. Applicants consent to their personal data being used for the purposes of the organisation and running of the Match (in particular in connection with the Ticket sales and/or any relevant safety and security measures) and to this end, UEFA shall be permitted to transfer such personal data to third parties, including, if appropriate, the Host Association (and its agent), who shall only be processing such personal data at UEFA's request and instruction. Furthermore, provided that consent has been specifically given by Applicants in the Application Form, personal data can be used in order to provide Applicants with information on products and services of UEFA or other companies which have been carefully selected by UEFA, as well as in connection with future commercial activities or other UEFA events.

14 Unforeseen Circumstances

14.1 UEFA, the Host Association and any competent authority, reserves the right to make alterations to the time, date and venue of the Match under unforeseen circumstances, including without limitation, force majeure, any safety and security concerns or decisions from UEFA or any other competent authority.

14.2 In the event that the Match is cancelled, an adequate and proportionate refund/compensation process will be set up depending on the circumstances, within the limits of the applicable law.

15 Severability and Amendments

15.1 In the event that any provision(s) of these Terms and Conditions and Regulations be declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions and Regulations shall remain in effect as if such void, ineffective or unenforceable provision (s) had not been contained.

15.2 Within the limits of the applicable law, UEFA reserves the right to make reasonable amendments to these Terms and Conditions from time to time,

which updated version shall be available on <http://www.uefa.com> and, upon request from the Host Association.

16 Authentic Text

These Terms and Conditions have been drafted in English and translated into other languages including Turkish, French, German, Spanish, Portuguese and Italian and are available on <http://www.uefa.com> and, upon request, from the Host Association. The Applicant acknowledges and agrees that he/she has read and understood, and that by ticking the "I Agree" box agrees to be bound by these Terms and Conditions and the Regulations and that he/she is fully aware of the rights and obligations arising therefrom. In the event of any discrepancy between the English and translated texts, the English text shall prevail.

17 Applicable Law and Jurisdiction

17.1 These Terms and Conditions and Regulations shall be governed by and interpreted in accordance with the Law of Turkey.

17.2 All disputes arising from or related to these Terms and Conditions shall be resolved by the competent court in Turkey. Nevertheless, UEFA and the Host Association reserve the right to pursue any legal proceedings in the competent courts at the defendant's domicile.

18 Information

Any information requests should be addressed to Biletix

By phone to the following number: +90 216 556 98 05

By e-mail to: uefacupfinal2009@biletix.com