

**2019 Nitto ATP Finals  
HOSPITALITY SALES REGULATIONS**

**1 Purpose and Applicability of the Sales Regulations**

- 1.1 These Sales Regulations outline the terms and conditions which apply to, and govern, the sale and use of Hospitality Packages for the 2019 Nitto ATP Finals.
- 1.2 Each Applicant acknowledges and agrees that, by signing a MATCH Hospitality order form (“**Order Form**”) and delivering it to MATCH Hospitality in the manner described in the Order Form, it confirms that the Applicant has read, understood and agrees to be irrevocably bound by these Sales Regulations.
- 1.3 MATCH Hospitality reserves the right to amend the manner in which it sells Hospitality Packages, and reserves the right to amend these Sales Regulations from time to time. Each Sales Agreement will be governed by the Sales Regulations in force at the date on which the applicable Order Form is signed by the Applicant. MATCH Hospitality may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.
- 1.4 All capitalised terms used in these Sales Regulations shall have the meaning ascribed to them in Section 16.
- 1.5 MATCH Hospitality reserves the right to impose a limit upon the number of Hospitality Packages an Applicant may purchase.

**2 Order Forms**

- 2.1 Each Applicant is responsible for the delivery of its signed Order Form to MATCH Hospitality in a complete, undamaged and unaltered state with all information fields completed clearly, legibly and accurately. Incomplete, damaged or illegible Order Forms may be rejected by MATCH Hospitality. MATCH Hospitality shall not be responsible or liable in any way to the Applicant or any third party for signed Order Forms which are lost, misplaced or whose delivery to MATCH Hospitality is delayed.
- 2.2 In respect of each Order Form received by MATCH Hospitality (whether from any corporate or other legal entity), MATCH Hospitality shall be entitled to rely on the signature applied to the Order Form as evidence that the relevant signatory party has full legal authority to sign on behalf of the Applicant and that, if applicable, all relevant approvals have been obtained.

**3 Sales Agreement**

- 3.1 A binding sales agreement (“**Sales Agreement**”) shall come into force between the Applicant and MATCH Hospitality when MATCH Hospitality at its discretion elects to approve an Order Form and sends to the Applicant (who is now a Purchaser for the purpose of these Sales Regulations) a confirmation of purchase.
- 3.2 Each Sales Agreement shall consist of, and incorporate the terms of:
- (i) the Order Form;
  - (ii) the Product Description;
  - (iii) these Sales Regulations;
  - (iv) the Ticket GTCs; and
  - (v) the Venue Rules or other applicable rules put into place by the ATP.

3.3 The Sales Agreement represents the sole and complete statement of the respective rights and obligations of MATCH Hospitality and the Customer with regard to the subject matter thereof and supersedes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Hospitality Packages which are the subject of the Order Form.

3.4 All sales of Hospitality Packages are final.

#### **4 Hospitality Packages**

4.1 The scope of the services and benefits made available to the Customer by MATCH Hospitality in respect of each Hospitality Package will be outlined in the Order Form and in the Product Description. Customers may not, following the conclusion of the Sales Agreement, request substitutions for, or alterations to, any Hospitality Package services and benefits.

4.2 The Customer accepts and acknowledges that the scope of the Hospitality Package services and benefits made available to it under the Sales Agreement or any seat location are subject to such changes as may be required for reasons of public safety and security, or by MATCH Hospitality and/or ATP (acting reasonably) from time to time. MATCH Hospitality shall notify the Customer of such changes as soon as reasonably possible.

4.3 The Customer and each of its Guests are required to bring with them, on the applicable session, the type of Ticket applicable to the relevant Hospitality Package, valid identification and, if applicable, the Hospitality Access Pass to enable them to access a court seat and to access the Hospitality Facilities.

4.4 Customers who require special assistance (such as wheelchair seating and/or wheelchair access to Hospitality Facilities and/or the Venue) must notify in writing MATCH Hospitality prior to the acquisition of a Hospitality Package. In the event that any Customer, following execution of a Sales Agreement, subsequently wishes to provide a Hospitality Package to a person who requires any such facilities, the Customer shall notify MATCH Hospitality as soon as reasonably practical and MATCH Hospitality will use reasonable efforts to provide such facilities (subject to availability).

#### **5 Payment**

5.1 The price of each Hospitality Package which is the subject of a Sales Agreement concluded on or before 30 June 2019 will be due and payable within twenty (20) days of the date on which the applicable invoice is issued by MATCH Hospitality.

5.2 The price of each Hospitality Package which is the subject of a Sales Agreement concluded between 01 July 2019 and 15 September 2019 will be due and payable in full in one (1) instalment by the Customer within ten (10) days of the date on which the applicable invoice is issued by MATCH Hospitality.

5.3 The full price of each Hospitality Package which is the subject of a Sales Agreement concluded after 16 September 2019 will be due and payable in one (1) instalment by the Customer immediately following the issue of the applicable invoice by MATCH Hospitality.

5.4 Payments may only be made by wire transfer or those credit cards identified as being accepted by MATCH Hospitality from time to time.

5.5 The price of the Hospitality Package is set out in the Order Form and the Order Form shall detail any VAT and/or other consumption or applicable local tax, fees or dues which will be due and payable by the Customer.

5.6 Payments must be received in full in the currency identified in the Order Form, unless otherwise agreed in writing by the parties. Unless otherwise agreed by MATCH Hospitality, any and all bank, payment, currency conversion, currency exchange control, credit card charge or other charges incurred in connection with any payment obligation outlined in Section 5.1 above will (to the extent permitted by law) be the sole responsibility of, and be borne by, the Customer.

- 5.7 No refunds of any amounts paid by the Customer to MATCH Hospitality will be made to the Customer under any circumstances.
- 5.8 If any monies which are due and payable pursuant to Section 5.1, 5.2 or 5.3 are not received by MATCH Hospitality in full by the applicable due date, MATCH Hospitality may upon giving notice to the Customer, in addition to all other remedies available to it at law:
- (i) terminate the entire Sales Agreement;
  - (ii) terminate the Sales Agreement in respect of a certain number of specified Hospitality Packages only;
  - (iii) immediately and without further notice make available for sale to third parties each Hospitality Package which is the subject of any termination;
  - (iv) retain, as a non-refundable deposit, any amounts paid by the Customer as at the date of such termination;
  - (v) charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5.8(v) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
  - (vi) terminate or suspend any of MATCH Hospitality's obligations under the Sales Agreement; and/or
  - (vii) claim for all further losses and costs suffered by MATCH Hospitality as a result of non-payment and/or late payment.

MATCH Hospitality retains the right to claim damages which are in excess of the amounts specified above.

## **6 Delivery of Hospitality Package Components**

- 6.1 Where the Hospitality Packages include e-Tickets, the Customer acknowledges and accepts:
- (i) the e-Tickets will be emailed to the Customer;
  - (ii) the Customer will be required to print off the e-Tickets;
  - (iii) e-Tickets must be printed in portrait mode (vertical) on blank white A4 paper (on both sides), without changing the print size using a laser or inkjet printer. No other medium (electronic, PC screen, portable screen, mobile screen etc) is valid. Any e-Ticket that is partly printed, soiled, damaged or illegible shall not be considered valid;
  - (iv) Customer and Guests will be required to have valid identification in order to access the Venue with e-Tickets.
- 6.2 Where the Hospitality Packages include paper Tickets and/or, if applicable, Hospitality Access Passes (which are not required to be collected at the Venue) and/or parking passes these will be (as MATCH Hospitality shall determine acting reasonably):
- (i) delivered to the address stated in the Order Form, or to a different address in the UK subsequently notified in writing by the Customer and duly acknowledged in writing by MATCH Hospitality, by a method of MATCH Hospitality's choice no later than two (2) weeks before the first session of the 2019 Nitto ATP Finals; or

- (ii) made available for collection by the Customer from MATCH Hospitality at the Venue in accordance with policies to be established by MATCH Hospitality and notified to the Customer.

The Customer acknowledges and agrees that the delivery or the availability for collection, of Hospitality Package components is subject to the Customer having complied in full with all elements of the Sales Agreement.

- 6.3 MATCH Hospitality will not be responsible or liable in any way to a Customer or any third party as a result of any late delivery of a Hospitality Package which arises as a result of a failure of and/or interruption to any delivery services.
- 6.4 MATCH Hospitality will not deliver Hospitality Packages to post office boxes, unless agreed otherwise in writing by MATCH Hospitality on a case-by-case basis. The Customer is required to provide a street address as well as the name and contact details of an individual which has been authorised to take delivery of the Hospitality Packages. It is the Customer's responsibility to arrange for an authorised representative to be present at the delivery address to take delivery of every Hospitality Package and to notify MATCH Hospitality of any change in the proposed delivery address.
- 6.5 If the Customer has not received the Ticket, Hospitality Access Pass and all other applicable Hospitality Package components at such time indicated in Section 6.2 (i), it is the sole responsibility of the Customer to immediately notify MATCH Hospitality in writing.
- 6.6 Any paper Ticket, Hospitality Access Pass or parking pass (if applicable) which has become damaged in any way after delivery to, or collection by, the Customer and is, as a consequence, unreadable, may not be accepted for admission to, or use at, a Venue and/or Hospitality Facility. It is the sole responsibility of the Customer to notify MATCH Hospitality in the event that any paper Ticket, Hospitality Access Pass or parking pass (if applicable) is delivered or collected in a damaged condition. In the absence of any such notification, the relevant Ticket, Hospitality Access Pass or parking pass (if applicable) will be deemed to be undamaged at delivery or collection.
- 6.7 To the extent permitted by the applicable law (including consumer rights if and when applicable), ATP and MATCH Hospitality shall not be responsible or liable in any way to a Customer or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket, Hospitality Access Pass or parking passes (if applicable) or other Hospitality Package component.
- 6.8 MATCH Hospitality reserves the right to determine whether to issue replacement Hospitality Access Passes, paper Tickets or parking passes (if applicable) in the event of any occurrence of the circumstances outlined in Sections 6.5, 6.6 and/or 6.7, and to determine the conditions which may apply to any such replacements. MATCH Hospitality reserves the right to determine the conditions which shall apply to the replacement Hospitality Access Passes, paper Tickets or parking passes (if applicable) in the event of any occurrence of the circumstances outlined in Sections 6.5, 6.6 and/or 6.7.

## **7 Hospitality Services**

The Customer acknowledges and accepts that:

- (i) access to the Venue and/or Hospitality Facilities is strictly limited to the session in respect of which a Hospitality Package has been purchased, and to the times indicated by MATCH Hospitality. All timings are approximate, subject to the Nitto ATP Finals Authorities' discretion and may vary depending on the length of preceding matches;
- (ii) the delivery of all hospitality services and benefits in connection with a Hospitality Package are subject to applicable laws;
- (iii) MATCH Hospitality retains the right to amend the scope of the Hospitality Facilities and hospitality services and benefits applicable to any Hospitality Package, provided that MATCH Hospitality provides the Customer with replacement hospitality services and benefits of substantially similar or better quality and value; and

- (iv) access to Hospitality Facilities will be limited to Customers and Guests who are in possession of Hospitality Access Passes.

## **8 Ticket GTCs and the Venue Rules**

- 8.1 The Ticket GTCs, the Venue Rules and these Sales Regulations each form an integral part of the Sales Agreement, and the Customer irrevocably undertakes to fully comply with the Ticket GTCs, the Venue Rules and these Sales Regulations.
- 8.2 The Customer further agrees to ensure that its Guests fully comply with the Ticket GTCs, the Venue Rules and these Sales Regulations and remains primarily liable to MATCH Hospitality for any non-compliance. It is the Customer's responsibility to notify to each individual Guest in writing of the requirements of the Ticket GTCs, the Venue Rules and these Sales Regulations and to procure full compliance with the same by its Guests.
- 8.3 For the avoidance of doubt, all of the terms and conditions reflected in the Ticket GTCs and these Sales Regulations with respect to the Venue to which a Customer or Guest gains access through the use of a Ticket shall also apply to the Hospitality Facilities, in so far as is relevant, to which the Customer or Guest gains access through the use of Hospitality Access Pass on the specific session.
- 8.4 Any measures taken or imposed by a Nitto ATP Finals Authority (including, without limitation, the police authorities) with respect to any session of the 2019 Nitto ATP Finals, any Ticket or the Venue shall apply to the Customer and/or its Guests. By way of illustration only, if any Ticket is cancelled or a Customer or Guest is expelled from, or refused entrance to, the Venue and/or the Hospitality Facilities as a result of a violation of the Ticket GTCs, the Venue Rules or these Sales Regulations or as result of any action authorised pursuant to any law or by-law, the Customer and/or the Guest may lose all rights pursuant to its Hospitality Package(s) (including the Ticket component), with no right of refund.

## **9 Data**

- 9.1 The Customer agrees that it shall comply with ATP's directives with regard to the provision of individual data for Guests. The Customer shall provide MATCH Hospitality, immediately following any request by MATCH Hospitality and/or any third party authorised by ATP, with full details relating to its identity and the identity of each of its Guests, including the Guest's name, passport/identity card numbers, nationality and date of birth and email address. Furthermore, the Customer agrees, if requested by MATCH Hospitality, to provide each of its Guests with the Ticket specifically allocated, by Ticket number or by block, seat or row number, to such Guest.
- 9.2 MATCH Hospitality is the controller of the Customers' and its Guests' personal data provided to MATCH Hospitality. MATCH Hospitality does not collect any information relating to the Customers' and its Guests' without their knowledge and consent, when required. MATCH Hospitality undertakes that the processing of personal data, for the purposes of the performance of the Hospitality Packages delivery, is carried out in compliance with all applicable laws (including but not limited to the General Data Protection Regulation).
- 9.3 Where data is requested from Customers and Guests by ATP and/or any third party authorised by ATP for their own purposes, the latter act as controllers of the data processing, by determining the means and purposes of such processing. The Customers and Guests must, therefore, refer to the relevant Privacy Notices available on their respective websites.
- 9.4 The data supplied under Section 9.1 is necessary for the processing of the Customers and Guests Hospitality Packages' orders and the performance of associated services. In some cases, such data are also necessary for MATCH Hospitality to comply with its legal obligations. In the absence of such data, MATCH Hospitality will not be able to proceed with the Hospitality Packages delivery. In the event that the Customer fails to provide such data, MATCH Hospitality reserves the right to withhold delivery of the Hospitality Packages until such data is provided, to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or any Hospitality Facility to any Customer or Guest for which data

has not been provided, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by MATCH Hospitality.

- 9.5 MATCH Hospitality or a Nitto ATP Finals Authority may carry out access controls at the Venue. In the event that a Customer or Guest attempts to use a Hospitality Package at the Venue and/or Hospitality Facility and the personal details of such Customer or Guest do not match the data provided in respect of such Hospitality Package, MATCH Hospitality or the Nitto ATP Finals Authority expressly reserves the right to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or Hospitality Facility to the Customer or Guest, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) may be made available for re-sale by MATCH Hospitality.
- 9.6 In their capacity as data subjects, Customers and Guests hold certain rights with regards to the processing of their personal data by MATCH Hospitality, including the right to be provided with information regarding the processing. In this respect, MATCH Hospitality will process their personal data in accordance with MATCH Hospitality Privacy Policy (current version of this Policy is available at [www.match-hospitality.com/privacy-policy](http://www.match-hospitality.com/privacy-policy)).
- 9.7 The personal data provided to MATCH Hospitality will, subject to applicable law, be used, processed, stored, shared with ATP and any third party authorised by ATP pursuant to these Sales Regulations and transferred to third parties designated by MATCH Hospitality and/or ATP (located both within and outside of the UK and Switzerland) in accordance with MATCH Hospitality Privacy Policy (current version of this Policy is available on request or at [www.match-hospitality.com/privacy-policy](http://www.match-hospitality.com/privacy-policy)) and for purposes relating to: (i) Hospitality Package sales and allocation procedures, (ii) any relevant safety and security measures, and (iii) rights protection measures in connection with the 2019 Nitto ATP Finals.
- 9.8 Applicants may update, correct or amend their personal data by contacting MATCH Hospitality in writing. If an Application is cancelled, the Applicant may request deletion of its personal data provided in connection with the Application Form by contacting MATCH Hospitality in writing.
- 9.9 In case Hospitality Packages are bought by, lawfully allocated to or otherwise issued by way of contract to a legal entity, the legal entity will have to ensure that it has: (a) informed the individuals benefiting from the Hospitality Packages whose personal data is required, of the processing of their data, the purposes of the processing, the recipients of such data and their rights with respect to such data; (b) informed the individuals benefitting from the Hospitality Packages that MATCH Hospitality is the controller of their personal data, and (c) obtained from them their express consent, where requested.

## **10 Prohibition on the Resale and Transfer of Hospitality Packages**

- 10.1 Except where explicitly agreed by MATCH Hospitality, the Customer is prohibited from:
- (i) conducting any re-sale, exchange or other transfer (other than the provision to a Guest) of any Hospitality Package, Ticket, Hospitality Access Pass, parking pass (if applicable) or other benefit or service provided in connection with a Hospitality Package, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package; and
  - (ii) acting, purporting to act, or advertising its ability to act, as an agent, facilitator or representative of a third party for the purchase, or purported purchase, of Hospitality Packages (or any component of a Hospitality Package) by the third party.
- 10.2 Hospitality Packages may only be used by the Customer itself or by its Guests to which the Customer provides the Hospitality Packages.
- 10.3 The Customer shall ensure that none of its Guests resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Hospitality Package, Ticket, Hospitality Access Pass, parking pass (if applicable) or other benefit or service provided in connection with a Hospitality Package, and that all Guests are informed in writing of this prohibition.

10.4 For the avoidance of doubt, any Customer or Guest who is entitled to use any component of a Hospitality Package must be the same person as the Customer or Guest who uses each of the corresponding components of the relevant Hospitality Package.

10.5 At no stage will a Guest become a party to the Sales Agreement, or be entitled to any recourse against MATCH Hospitality or ATP or any Nitto ATP Finals Authority under the Sales Agreement.

## **11 Use of Hospitality Packages**

11.1 The Customer expressly acknowledges and agrees that the purchase of a Hospitality Package does not grant the right to, or permit the Customer and/or its Guest(s) to exercise, any marketing, advertising or promotional rights with respect to the 2019 Nitto ATP Finals or any ancillary events operated by the ATP, any match, player or official participating in the 2019 Nitto ATP Finals, ATP, MATCH Hospitality or any other affiliated body or event.

11.2 The Customer shall not, and shall ensure that each of its Guests shall not, hold itself out as a sponsor of, or otherwise associate itself or its name in any manner whatsoever with, the 2019 Nitto ATP Finals or any ancillary event operated by the ATP, any match, player or official participating in the 2019 Nitto ATP Finals, ATP, MATCH Hospitality or any other affiliated body or event.

11.3 The Customer shall not, and shall ensure that each of its Guests shall not, before, during and after the 2019 Nitto ATP Finals:

- (i) use a Hospitality Package or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;
- (ii) conduct any promotional, advertising or marketing activity in connection with the 2019 Nitto ATP Finals or any ancillary event operated by ATP, any match, player or official participating in the 2019 Nitto ATP Finals, ATP, MATCH Hospitality or any other affiliated body or event; or
- (iii) conduct any activity which MATCH Hospitality or ATP reasonably believes may lead to an association between the Customer and/or its Guest and the 2019 Nitto ATP Finals or ancillary event operated by ATP, any match, any player or official participating in the 2019 Nitto ATP Finals, ATP, MATCH Hospitality or any other affiliated body or event.

11.4 The Customer shall not, and shall ensure that each of its Guests shall not, develop, use or register any name, logo, trademark, symbol service mark or other mark (including without limitation the official name and logo of the 2019 Nitto ATP Finals) which may be inferred by the public as identifying with ATP, the 2019 Nitto ATP Finals, including the words "The O2" or "ATP" (or any other term used in any language to identify the 2019 Nitto ATP Finals) or any similar indicia or derivation of such terms in any language.

11.5 Save as expressly permitted by MATCH Hospitality, the Customer shall not, and shall ensure that each of its Guests shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into the Venue or Hospitality Facility, including any banner, sign or leaflet for the purposes of display or distribution. By way of illustration only, the Customer and each of its Guests shall refrain from wearing, in any Venue or Hospitality Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Customer and/or its Guest(s) and which is intended to be worn as part of a group wearing the same or similar clothing in a way which MATCH Hospitality or ATP may regard as the conduct of a promotional, advertising or commercial activity.

11.6 The Customer shall not, and shall ensure that each of its Guests shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at the Venue or Hospitality Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by any Nitto ATP Finals Authority or, at the entrance of and within

a Hospitality Facility, by MATCH Hospitality, and any person engaging in such activities is subject to ejection from the Venue and/or Hospitality Facility.

## **12 Acceptance of Risk, Limitations on Liability, Customer and Guest Responsibilities**

- 12.1 The following limitations of liability apply with respect to all Hospitality Package components, including, but not limited to, Tickets.
- 12.2 THE CUSTOMER SHALL NOT BE ENTITLED TO ANY RECOURSE AGAINST ATP IN RELATION TO ANY HOSPITALITY PACKAGES SOLD PURSUANT TO THE SALES AGREEMENT.
- 12.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING THE 2019 Nitto ATP Finals OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST MATCH HOSPITALITY AND THE NITTO ATP FINALS AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE VENUE AND THE OTHER SITES. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF MATCH HOSPITALITY OR A NITTO ATP FINALS AUTHORITY.
- 12.4 SUBJECT TO SECTION 12.6 BELOW, MATCH HOSPITALITY AND EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE "NITTO ATP FINALS AUTHORITIES" HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE 2019 Nitto ATP Finals. NEITHER MATCH HOSPITALITY NOR ANY NITTO ATP FINALS AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER NITTO ATP FINALS AUTHORITY OR MATCH HOSPITALITY. MATCH HOSPITALITY AND EACH NITTO ATP FINALS AUTHORITY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.
- 12.5 SUBJECT TO SECTION 12.6 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MATCH HOSPITALITY SHALL NOT BE LIABLE TO THE CUSTOMER AND/OR ANY GUEST FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR ANY BREACH OF THE SALES AGREEMENT AND THE MAXIMUM LIABILITY OF MATCH HOSPITALITY TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SALES AGREEMENT SHALL NOT EXCEED THE TOTAL PRICE PAID FOR HOSPITALITY PACKAGES BY THE CUSTOMER TO MATCH HOSPITALITY IN RESPECT OF THE SALES AGREEMENT.
- 12.6 NOTHING IN THE SALES AGREEMENT WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER OR GUEST OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY MATCH HOSPITALITY OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 12.7 THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THE USE OF ITS TICKET AND/OR HOSPITALITY ACCESS PASS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST INDEMNIFIES AND HOLDS HARMLESS MATCH HOSPITALITY AND THE NITTO ATP FINALS AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:
- (i) ITS MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS; OR
  - (ii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY A MINOR IF THE TICKET AND/OR HOSPITALITY ACCESS PASS WAS PROVIDED BY THE CUSTOMER; OR

- (iii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET AND/OR HOSPITALITY ACCESS PASS THROUGH IT; OR
- (iv) A VIOLATION OF THE TICKET GTCS, THESE SALES REGULATIONS, THE VENUE RULES AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR
- (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET AND/OR HOSPITALITY ACCESS PASS.

THIS MEANS THAT IF A CUSTOMER OR GUEST VIOLATES ANY TICKET AND/OR HOSPITALITY ACCESS PASS RELATED RULES, IT MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT MATCH HOSPITALITY AND/OR THE NITTO ATP FINALS AUTHORITIES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

- 12.8 THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE HOSPITALITY PACKAGES (INCLUDING, WITHOUT LIMITATION, TRAVEL AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER AND EACH GUEST AT THEIR OWN RISK AND MATCH HOSPITALITY SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE CUSTOMER AND ANY GUESTS.

### **13 Unforeseen Circumstances and Insurance**

- 13.1 MATCH Hospitality shall not be liable for any failure to provide Hospitality Facilities and hospitality services and benefits due under any Hospitality Package as a result of any delay, cancellation, abandonment and/or interruption, relocation or postponement of the 2019 Nitto ATP Finals (whether in whole or in part) whether due to a Force Majeure Event or not. Furthermore, Applicant acknowledges that players may withdraw or decide not to play in the 2019 Nitto ATP Finals for a variety of reasons and that the failure of any player to play or continue to play in the 2019 Nitto ATP Finals shall not be considered a breach of this Agreement and shall not entitle Applicant to any reduction, rebate or refund of or credit against any consideration rendered hereunder.
- 13.2 The Customer is responsible for, and is recommended to arrange, its own insurance (such as, without limitation, travel insurance, public liability insurance or cancellation insurance) to cover risks and associated costs arising out of or connected to these Sales Regulations.

### **14 Termination**

- 14.1 In the event that any Customer fails to ensure that MATCH Hospitality receives, in full and by the due date set out in Section 6 and also specified in the relevant invoice, the amount specified in the relevant invoice as consideration due and payable, MATCH Hospitality reserves the rights specified in Section 5.6, including, without limitation, the right to terminate the Sales Agreement in full or in part.
- 14.2 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, these Sales Regulations, the Venue Rules or any other relevant regulations, rules, laws or by-laws, MATCH Hospitality shall, in addition to all other rights and remedies that MATCH Hospitality may have, retain the right to:
- (i) terminate the Sales Agreement in whole or in part;
  - (ii) render null and void any applicable Hospitality Access Pass;
  - (iii) enforce ATP's right to cancel and/or rescind the Ticket(s) comprised in the Hospitality Package;
  - (iv) refuse entry into the Venue and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Venue and/or Hospitality Facility;
  - (v) file suit to enforce the Sales Agreement and claim damages, if appropriate; and/or

- (vi) notify governmental authorities of a violation of the provisions of the Ticket GTCs, these Sales Regulations, Venue Rules, and/or the relevant regulations, rules, laws or by-laws that correspond to violations of applicable criminal or other laws.
- 14.3 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, or the Venue Rules or any other relevant regulations, rules, laws or by-laws, ATP, or MATCH Hospitality acting on ATP's behalf, shall, in addition to all other rights and remedies that ATP may have, retain the right to:
- (i) cancel and/or rescind any Ticket being part of the Hospitality Package; and/or
  - (ii) refuse entry into the Venue and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Venue and/or Hospitality Facility.
- 14.4 The Customer agrees and acknowledges that:
- (i) MATCH Hospitality remains entitled to terminate, in whole or in part, the Sales Agreement if ATP has exercised any of its rights set out in Section 14.3 above; and
  - (ii) ATP remains entitled to cancel and/or rescind the Ticket(s) comprised within the Hospitality Package if MATCH Hospitality has exercised any of its rights set out under Section 14.2 above.
- 14.5 In addition to laws applicable in other countries, the UK or may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets or Hospitality Access Passes in violation of the Ticket GTCs, these Sales Regulations, the Venue Rules, or any other relevant laws or by-laws. Customers and their Guests are advised to obtain information about applicable laws relating to Tickets and Hospitality Access Passes.
- 14.6 Further to other termination rights granted under the Ticket GTCs and the corresponding right to cancel Hospitality Packages reflected in these Sales Regulations, MATCH Hospitality shall have the right to cancel any Hospitality Package in the event of:
- (i) any insolvency, bankruptcy filing or liquidation of the Customer;
  - (ii) the appointment of an administrator in respect of the Customer;
  - (iii) the Customer entering into an arrangement with its creditors; or
  - (iv) any other event which may give rise to the reasonable belief that the Customer will not be able to complete the full payment of the Hospitality Package purchase price;
- provided that any such events occur prior to receipt by MATCH Hospitality of the full purchase price of the Hospitality Package.
- 14.7 In the event of termination, any payment made by the Customer, whether in full or in part, will be retained by MATCH Hospitality as partial compensation for the administration and cancellation fees and production costs. MATCH Hospitality nevertheless retains the right to sue for a higher level of applicable damages.

## **15 Miscellaneous**

- 15.1 Should any provision(s) of these Sales Regulations or the Sales Agreement be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations and the Sales Agreement will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 15.2 The Sales Agreement (together with its component parts) has been drafted in English.

- 15.3 Certain provisions of the Ticket GTCs and these Sales Regulations may be restated in a condensed format so that they may be printed, respectively, within the confined space allocated on the back of each Ticket and the Hospitality Passes. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket GTCs as located on the reverse side of any Ticket and these Sales Regulations as located on the reverse side of any Hospitality Passes, the full terms of the Ticket GTCs and these Sales Regulations will apply and will prevail over the condensed provisions.
- 15.4 MATCH Hospitality reserves the right to refuse the purchase of Hospitality Packages by Applicants who are identified by ATP as being prohibited from any such purchase.
- 15.5 If there is any inconsistency between the provisions of these Sales Regulations and the Ticket GTCs with respect to any matter pertaining to the use of a Ticket at the Venue, the Ticket GTCs shall apply and will prevail over the terms of the Sales Regulations.
- 15.6 The Sales Agreement will be governed by, and interpreted in accordance with, the substantive laws of England.
- 15.7 To the fullest extent allowed by applicable law, and in the absence of amicable settlement, any disputes arising out of or in connection with the Sales Agreement shall be resolved exclusively by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in force at the time when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3). The seat of arbitration shall be London, UK. The arbitral proceedings shall be conducted in English.
- 15.8 Clauses 15.9 to 15.15 are applicable only if and when English consumer law applies.
- 15.9 In the event of a dispute between MATCH Hospitality and the Customer, an amicable settlement shall be sought prior to any legal action. To this end, the Customer is asked to contact MATCH Hospitality customer services (contact details are set out in clause 16.14 below) and provides his/her last name, address, email, and where appropriate the order number.
- 15.10 The Customer is informed that he/she is also permitted to seek assistance from a consumer mediator in view of amicably resolving disputes over the execution of a sales or service provision contract by traders. To this end, MATCH Hospitality proposes for the Customer to use the services of ADR Group of The Dounsells, Mores Lane, Brentwood, Essex CM14 5RZ (telephone: 020 3600 5050 and email: consumer-dispute@adrgroup.co.uk).
- 15.11 The consumer mediator may be able to examine a dispute only if MATCH Hospitality customer services have not replied in a satisfactory manner to the client's written complaint.
- 15.12 The consumer mediator will not be able to examine a dispute if: (i) the request is clearly ungrounded or abusive; (ii) the dispute has been previously examined or is being examined by another mediator or a court; (iii) the Customer has filed the request to the mediator more than one year after sending the written complaint to MATCH Hospitality; or (iv) the dispute does not fall within its jurisdiction.
- 15.13 The Customer's request should contain the following elements in order to be processed as quickly as possible:
- (i) full name, postal, email and telephone contact details of the Customer, and the full contact details of MATCH Hospitality; and
  - (ii) a brief explanation of the facts and proof that the Customer has first tried to resolve the dispute directly with Match Hospitality without success prior approaching the mediator.
- 15.14 For any information or questions, the Customer may contact MATCH Hospitality Customers Services telephone number: +44 (0) 20 3763 6130 and email: customerservice@match-hospitality.com.

- 15.15 The European Commission also provides an online dispute resolution platform at the disposal of the Customer for disputes such as the Customer may have with MATCH Hospitality, which can be found at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.
- 15.16 The Customer agrees to indemnify and hold harmless MATCH Hospitality and the Nitto ATP Finals Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:
- (i) any claim by any Guest against MATCH Hospitality or a Nitto ATP Finals Authority in connection with any purported breach by MATCH Hospitality of the Sales Agreement;
  - (ii) any activity conducted by the Customer or any of its Guests which causes damage to MATCH Hospitality or a Nitto ATP Finals Authority or to the enjoyment of Hospitality Packages by any other Customer or Guest; and
  - (iii) any activity conducted by the Customer or any of its Guests which infringes the intellectual property rights of MATCH Hospitality and/or ATP.
- 15.17 A notice under or in connection with the Sales Agreement must be in writing and must be delivered personally or sent by overnight mail delivery service or by fax to the party due to receive the notice at its address specified in the Order Form or to another address specified by the receiving party by written notice to the other party.
- 15.18 The Sales Agreement shall not be amended or modified, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both MATCH Hospitality and the Customer.

## 16 Definitions

**“Applicant”** means any entity or individual which expresses an interest in acquiring a Hospitality Package by signing and returning an Order Form.

**“ATP”** means the governing body of the international men's professional tennis circuit known as the ATP World Tour.

**“Nitto ATP Finals Authority”** means any out of ATP, the Venue management and/or any UK governmental entity responsible for safety and security in connection with the 2019 Nitto ATP Finals, and their respective employees, volunteers, agents, representatives, officers and directors.

**“Customer”** means any legal entity or individual duly identified in the Order Form, which has acquired a Hospitality Package.

**“Force Majeure Event”** shall mean 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 ATP or another Nitto ATP Finals Authority.

**“Guest”** means any individual invited by the Customer and to whom a Customer provides a Hospitality Package which has been sold to the Customer by MATCH Hospitality.

**“Hospitality Access Pass”** means the pass, badge, wristband or other device which may be issued entitling the holder (being only the Customer or a Guest) to access Hospitality Facilities.

**“Hospitality Facility”** means any location or facility either offsite or at the site of the Venue to which Customers and Guests are admitted, by virtue of the rights afforded by a Hospitality Package, to enjoy the provision of official 2019 Nitto ATP Finals hospitality services and benefits.

**“Hospitality Package”** means any official hospitality package comprising a Ticket and certain session hospitality benefits and services to be provided at any Hospitality Facility in connection with the 2019 Nitto ATP Finals. Where stated in the Product Description Hospitality Packages may include park and ride services but otherwise do not include services or benefits provided other than at a Hospitality Facility, such as (without limitation) ground transportation, air travel or accommodation services.

**“MATCH Hospitality”** means MATCH Hospitality AG (UK Branch Office) of The Gatehouse, 16 Arlington Street, London, SW1A 1RD.

**“Order Form”** means as defined in Section 1.2.

**“Product Description”** means the description of each Hospitality Package, or series of Hospitality Packages which are the subject of any Order Form.

**“Sales Agreement”** means the agreement between MATCH Hospitality and the Customer for the purchase of Hospitality Packages, as more fully described in Section 3.

**“Sales Regulations”** means these regulations governing the sale and use of Hospitality Packages.

**“Ticket”** means any ticket (in whatever form ATP may decide including paper ticket or e-ticket) which is issued by ATP (or a third party authorised by ATP) and which entitles its holder to access the Venue and to seat within a specific court of the Venue on the date and session specified on the ticket.

**“Ticket GTCs”** means the 2019 Nitto ATP Finals Ticket Terms and Conditions (as may be updated from time to time), representing the general terms and conditions issued by ATP which apply to the use of any and all Tickets, which are, among others, binding on, and enforceable against, any person purchasing, holding or using a Ticket, including any Ticket being part of a Hospitality Package.

**“Venue”** means The O2, London.

**“Venue Rules”** means the rules, regulations and bylaws of the Venue, which set out the terms of each guests’ access to the Venue, as may be updated from time to time.