To the members of FIFA

Circular no. 1188

Zurich, 13 May 2009
SG/jpk

FIFA Ticketing Terms for the 2010 FIFA World Cup South Africa™

Dear Sir or Madam,

In its preparations for the 2010 FIFA World Cup South Africa™, FIFA has approved a 2010 FIFA World Cup Prohibited Transfer Prevention Plan (the “Enforcement Plan”), which sets out FIFA’s policies with regard to the prevention and handling of any unauthorised sale, resale, exchange or other transfer (“Prohibited Transfers”) of tickets to the 2010 FIFA World Cup™ matches (“Tickets”). FIFA has appointed MATCH Services to implement the Enforcement Plan on its behalf.

FIFA and MATCH are divulging as much information as possible on the rules governing the sale and distribution of Tickets in order to avoid infringements to these rules. Rules regarding Prohibited Transfers are critical to the smooth running of the 2010 FIFA World Cup™ and the goodwill associated with the event.

As a FIFA Member Association, in accordance with the FIFA Ticketing Regulations for the 2010 FIFA World Cup™ which have been approved by the FIFA Ticketing Subcommittee, you will have access to match Tickets. Therefore, we would like to highlight to you some of the issues covered by the Enforcement Plan and the contract that you will be required to sign in accordance with the Regulations prior to being allocated Tickets (so called “Ticket Allocation Agreements”). We would like to avoid any situation created by any uncertainty about these important matters.

The purposes of the Enforcement Plan and the reasoning behind the Prohibited Transfer rules are as follows:

(a) Safety and Security - Top priority is being given, and millions are being spent, on safety and security plans for the 2010 FIFA World Cup™ in order to ensure the well being of all fans and spectators attending the event. FIFA’s Ticketing Policy and the Enforcement Plan were developed with these concerns in mind.

(b) Consumer Protection - Prohibited Transfers pose a threat to consumers who may end up:
   - paying higher than the face-value for Tickets;
receiving Tickets that are in stadium locations different to those which they thought they were getting;
- learning that Tickets they bought from unauthorized sources are ultimately counterfeit or invalid;
- falling victim to non-delivery of tickets or fraud.

(c) Ensuring Economic Fairness
- FIFA sets ticket prices which are affordable for football fans, often way below market-value, to ensure that matches are accessible to as many fans as possible;
- FIFA believes that the economic value of selling Tickets to attend the matches should benefit the entities committing their energy and resources to stage the event;
- FIFA does not want Tickets to be used for event piracy activities like Ambush Marketing by companies that are not affiliated to FIFA in any way.

For 2010, FIFA has developed new and unique systems for the distribution of a very large percentage of all Tickets, which involve the actual Ticket purchaser going to a Venue Ticketing Centre with a valid identification card provided by MATCH Services, or a credit card (the one used to purchase Tickets), in order to pick up the Tickets. MATCH Services has to work very closely with the entities that are authorized by FIFA to receive Tickets. These operational plans cannot accommodate the activities of third parties who are selling unauthorized, illegitimate tickets. While this same distribution/collection system may not be applicable to all the Tickets issued to Member Associations (some of which may be provided in bulk to you as a Member Association), we raise the point to highlight how different this event will be from other events with respect to Ticket distribution plans and mechanisms.

The 2010 FIFA World Cup™ Ticket Terms and Conditions are set forth on all official application forms, Ticket confirmations and the Tickets themselves (including Tickets which you will be provided with as part of your association with FIFA). All potential purchasers are required to accept those Terms and Conditions when applying for or confirming an order for any Tickets and all Ticket holders are required to accept those Terms and Conditions prior to their receipt or use of those Tickets. Amongst other things, the 2010 FIFA World Cup™ Ticket Terms and Conditions state that:

*Tickets purchased from any commercial source other than FIFA through FIFA or its authorised agents may be rendered invalid or illegitimate.*

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

*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.*
For purposes related to event security, consumer protection, and economic fairness, that Tickets may not be sold, or otherwise included for commercial purposes, such as part of a travel package or as part of a hospitality package, without the prior written approval of FIFA.

Furthermore, on 14 April 2009, the Republic of South Africa issued a regulation that makes it an offence to: (a) sell or otherwise dispose of 2010 FIFA World Cup South Africa™ Tickets or any rights pertaining to them, to another person for commercial purposes; (b) use 2010 FIFA World Cup South Africa™ Tickets for advertising, sales or promotional purposes, or as a benefit, give away, competition or sweepstakes prize or as part of a hospitality or travel package; or (c) to use any Ticket transferred or acquired in violation of (a) or (b) above, without the written authority of FIFA.

Furthermore, all Tickets provided to you by FIFA for the 2010 FIFA World Cup™ will be governed by a Ticket Allocation Agreement ("TAA"). Though the number of tickets you are allocated will depend on whether or not you qualify for the 2010 FIFA World Cup™, the TAA will include clear guidelines on the distribution of those Tickets, to ensure that the core principles and objectives of the Enforcement Plan are upheld. In particular, under the TAA, tickets provided to Member Associations (whether Participating or Non-Participating) may not:

(a) Be resold, offered for resale, donated, or otherwise transferred without the prior written approval of FIFA;
(b) Be made available for purchase by members of the general public (other than through the PAMAS system that has been established for you will be available for your team’s general public supporters through a webpage dedicated to your PMA); or
(c) Be made available to professional ticket brokers.

The TAA will also include guidelines regarding travel packages. In particular, Tickets may not be:

(a) Offered as part of a travel package;
(b) Provided to travel agents or tour operators; or
(c) Made available on the condition that other travel product(s)/services (for example, transport, accommodation) are also purchased

Although your designated travel agents/tour operators may provide transport and accommodation services to individuals to whom you have already provided Tickets (existing Ticket Holders and Guests); ticket-inclusive travel packages may only be created and sold by authorized Participating Tour Operators who have been approved under the 2010 FIFA World Cup™ Tour Operator Programme ("TOP").
Although tickets to the 2010 FIFA World Cup™ went on sale to the general public only as recently as 20 February 2009, it has already come to our attention that, without FIFA’s authorisation, a number of companies across the world are:

- marketing and advertising the sale and promotion of Tickets and Ticket-inclusive travel packages;
- marketing and advertising the sale and promotion of hospitality packages that are represented as packages including tickets;
- misleading the public to purchase Tickets to which it has no rights or expectations;
- misrepresenting that it is authorised to sell Tickets; and
- unlawfully infringing FIFA’s intellectual property rights.

In close cooperation with FIFA, MATCH Services is taking measures to make these unauthorized activities stop. In addition, MATCH Services investigates the purported source of every unauthorized Ticket reseller. As noted above, Ticket Holders will be required to disclose the source of their Tickets, if and when asked. In addition, even without the Ticket Holder’s cooperation, information encoded into the Tickets make it possible for us to determine the original source for the Ticket, and thereby to trace the source for unauthorized transfers. Operations call for stadium access staff to check Tickets as spectators approach the stadium and also upon entry into the Stadium. So in addition to taking pre-emptive steps to prevent unauthorized transfers, match-day operations are designed to assist us in determining when a Ticket has been the subject of a Prohibited Transfer.

The South African regulation mentioned above criminalizes the commercial transfer/or use of Tickets. We will need your cooperation in order to avoid situations where participating member associations’ fans are frustrated and/or could suffer consequences if the Tickets they think they have secured are actually from an unauthorized source which is caught by the criminal regulation. We do not want true fans to be victims of the criminal activity of the unauthorized ticket resellers.

As you can imagine, we need your help. Should you come to discover any unauthorised sales, resale’s or exchange of Tickets, or unauthorized Ticket-inclusive travel packages or further unauthorized Ticket products, we would be grateful if you would take reasonable steps to notify both MATCH Services Enforcement Team (Imran Patel - imran.patel@match-ag.co.uk and Desiree Queiroz - desiree.queiroz@match-ah.co.za) and FIFA’s Rights Protection Programme Team (rpp@fifa.org), who will be prepared to deal with any queries which you may have with respect to the Enforcement Plan and appropriately act on any cases you report.

Furthermore, because of your access to a significant number tickets, your cooperation and full compliance with all terms and conditions contained in the TAA is crucial to ensuring that the Ticket Terms are upheld and FIFA’s rights are preserved in the lead up to, and during, the 2010 FIFA World Cup. To avoid any unwanted problems, please help us to make sure that unauthorized resellers do not have access to Tickets and that their unauthorized activities are reported. Please make sure that your staff are aware of these rules.
Finally, we would like to take this opportunity to thank you, in anticipation, for your co-operation and assistance.

Yours faithfully,
FEDERATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

Jerome Valcke
Chairman of Board of Directors
2010 FIFA World Cup™ Ticketing PTY

cc: - FIFA Executive Committee
    - Confederations