

# 2018 FIFA World Cup Russia<sup>TM</sup>

## Ticket Transfer and Resale Policy

## **General Principles**

#### (i) Sales are final:

All match ticket ("Ticket") sales for the 2018 FIFA World Cup Russia™ (the "Event") by FIFA Ticketing AG or 2018 FIFA World Cup Ticketing LLC, a subsidiary of FIFA Ticketing AG, which is, itself, a subsidiary of Fédération Internationale de Football Association (jointly referred to as "FIFA") are final. This means that in principle a person who applies for, and purchases a Ticket ("Ticket Purchaser") or a person who holds a Ticket ("Ticket Holder") may not transfer or resell a Ticket unless such transfer or resale is authorized under this FIFA Ticket Transfer and Resale Policy, which is also posted on www.FIFA.com/tickets ("Ticket Transfer/Resale Policy").

Clause 4.1 of the 2018 FIFA World Cup Russia General Terms and Conditions for the Use of Tickets ("GTCs") stipulates that Ticket Purchasers and Tickets Holders:

"MAY NOT SELL, OFFER FOR SALE, OFFER AT AUCTIONS, RESELL, DONATE TICKETS, ACT AS COMMERCIAL TICKET AGENT FOR ANOTHER PARTY ... OR OTHERWISE TRANSFER A TICKET IN ANY WAY WITHOUT THE SPECIFIC PRIOR WRITTEN CONSENT OF FIFA.

FIFA will only give such consent in case a (i) Ticket Holder wishes to transfer a Ticket to a privately invited guest with whom there is a pre-existing relationship or a family member for free or for the price charged to the Ticket Holder by FIFA; (ii) a guest of the Ticket Holder is seriously ill, unable to obtain a valid visa to travel to Russia or has died; (iii) there is an event of force majeure; (iv) due to a change in personal circumstances; or (v) any other reasons which may be defined by FIFA in the Ticket Transfer and Resale Policy available on www.FIFA.com/tickets."

#### (ii) Rationale:

The purposes of the rule limiting Ticket transfers include event security, consumer protection, avoidance of counterfeit tickets and protection of a fair pricing scheme. The rule aims to:

- (a) ensure that Tickets are sold to true fans of the Event, not those who are simply seeking to buy and resell tickets for their own commercial gain;
- (b) ensure that once sold, all Tickets to all matches are actually used by true fans;
- (c) maximize access to Tickets for true fans;
- (d) provide opportunities for consumers who, after successfully acquiring Tickets later realize that they (or their Guests as defined in Section 3 (iv) below) are unable to attend the Event or single matches;
- (e) provide a safe, legitimate means for consumers to transact in a secondary market for Tickets without being subject to the misleading practices of those who engage in unauthorised re-sales and undermine the law and policies established by FIFA; and
- (f) facilitate security plans and policies for the Event.



FIFA's consent and authorisation for Ticket transfers and resales are subject to the rules identified below.

## **Eligibility for Transfer or Resale**

## (i) General Public Tickets:

Tickets Purchasers, being members of the general public who purchased Tickets via the FIFA World Cup Ticketing Centre ("FWCTC") online via <a href="www.FIFA.com/tickets">www.FIFA.com/tickets</a>, at a FIFA Venue Ticketing Centre or through the downloadable Official Ticket Application Form are eligible to transfer or resell those Tickets under this Ticket Transfer and Resale Policy. Guests of Ticket Purchasers are not eligible to transfer or resell Tickets through this Ticket Transfer and Resale Policy, and must liaise with their host, the Ticket Purchaser.

## (ii) Group Sales:

Tickets obtained through:

- (a) Event sponsors;
- (b) Member Associations;
- (c) the Local Organising Committee;
- (d) Match Hospitality, directly, via an official MATCH Hospitality agent acting on behalf of MATCH Hospitality or by MATCH Hospitality clients; or
- (e) any other group sale customer

are NOT eligible to be transferred or resold under this Ticket Transfer and Resale Policy. Those holding such Tickets should contact the individual or entity from which they received the Ticket.

### (iii) Unauthorised Sales Channels:

Tickets obtained from an unauthorised sales channel are NOT eligible to be transferred or resold under this Ticket Transfer and Resale Policy. Any such Tickets are held in violation of the GTCs and will be automatically rendered void and invalid, and access to the stadium may be denied or revoked.

## **Ticket Transfers**

## (i) <u>Principle</u>:

FIFA recognises that Ticket Purchasers and Guests' circumstances may change over time. The Guest Ticket Transfer programme is intended to provide easy to use, accessible systems to facilitate Guest Ticket Transfers by the Ticket Purchaser, and to collect accurate data regarding Guests. Ticket Purchasers should not transfer Tickets for commercial purposes or to individuals with whom there is no pre-existing relationship. Ticket Purchasers are not permitted to transfer any Tickets allocated to the Ticket Purchaser himself/herself. If the Ticket Purchaser is unable to attend the match for which he/she has purchased Tickets, then he/she may submit all of his/her Tickets for possible resale as stated in Section 4 below.

#### (ii) Definition:



A "Guest Ticket Transfer" is the transfer of a Ticket allocated by the Ticket Purchaser from one of his/her original Guests (whose details are held by the FWCTC pursuant to the original ticket application of the Ticket Purchaser) to another individual Guest nominated by the Ticket Purchaser subsequent to the receipt of a Ticket Confirmation issued by FIFA. Any such Guest must have a pre-existing relationship with the Ticket Purchaser as contemplated in this Section 3 (iv) below.

Ticket Purchasers may not transfer the Ticket allocated to himself/herself or all Tickets allocated. If the Ticket Purchaser is unable to use a Ticket, he may submit all of his/her Tickets to FIFA for resale.

As indicated above, Guests who are holding Tickets cannot request a transfer of the Ticket they hold. Only the Ticket Purchaser can make transfer requests to change the composition of his/her Guests.

#### (iii) Time Window:

Guest Ticket Transfers may be made from 18 April, 2018, 12:00h Moscow time until the end of the day (i.e. midnight, 24:00h Moscow time) 3 full days prior to the start of the relevant match. For example, a ticket for match 01, played on 14 June, 2018 may be transferred up until midnight, 24:00h Moscow time on 10 June, 2018.

## (iv) Guest Eligibility:

Tickets may only be transferred to bona fide "Guests" of the Ticket Purchaser, namely, relatives, close friends, colleagues and/or the companions of individuals in wheelchairs or other disabilities. Note that the Ticket Purchaser has legal responsibility for his Guests as identified in the Ticket Sales Regulations and the GTCs.

#### (v) Reasons:

In order to avoid abuse of the Ticket Transfer programme, especially by individuals seeking to commercially resell tickets for a profit to the detriment of the new customer purchasing the Ticket ("New Ticket Customer"), FIFA only gives consent to Ticket Transfer in the following cases:

- (a) a Ticket Purchaser wishes to transfer a Ticket from a named Guest to a family member;
- (b) a nominated Guest is ill, unable to obtain a valid visa to travel to Russia, is prohibited from travelling from his point of origin or dies or a close relative of the nominated Guest dies;
- (c) there is an event of force majeure; or
- (d) due to a change in personal circumstances.

A Ticket Purchaser may be requested by the FWCTC to provide documents to establish the grounds for the valid reason. FIFA retains the right to refuse a transfer if the supporting documents are not supplied.

#### (vi) Fees:

There are no fees applicable to Guest Transfers.

## (vii) Process:



The Ticket Purchaser must submit a transfer request online within their ticketing account of www.FIFA.com/tickets or seek assistance at a FIFA Venue Ticketing Centre within Russia.

(viii) Venue Specific Ticket Series ("VSTs") and Team Specific Ticket Series ("TSTs"):

Ticket Purchasers who have purchased VSTs or TSTs may only submit the entire VSTs or TSTs series for a Ticket transfer (and not any parts thereof) and must do so at least 3 full days prior to the start of the first match. For Ticket Purchasers who wish to bring different Guests to different matches, individual match Tickets may be applied for, which do allow for different Guests to be nominated for different matches.

## **Ticket Resales**

## (i) <u>Principle</u>:

If a Ticket Purchaser cannot use any or all of the Tickets that he/she has purchased, he/she may submit these Tickets to FIFA for resale to another fan. If a Guest cannot attend any or all of the matches, and the Ticket Purchaser is unable to transfer these Tickets to another Guest (as per Clause 3) the Ticket Purchaser may submit these Tickets to FIFA for resale. For the avoidance of doubt, the Ticket Purchaser may not submit his own Ticket(s) for resale while retaining the Tickets for his/her Guests. There is no guarantee that a Ticket returned to FIFA for resale will actually be resold. A Ticket will be made available for resale once all tickets in the same category for the same match have been sold by FIFA. In case Tickets in the same category for the same match become available after Tickets has been made available for resale (but has not been sold), such resale Ticket shall remain available on the platform. A Ticket returned to FIFA for resale is considered "resold" if the specific seat originally allocated to the customer is sold to a New Ticket Customer. If a Ticket is resold, such transaction will allow the Ticket to be legitimately acquired by a New Ticket Customer for the official price, and resale proceeds will be provided to the original Ticket Purchaser (less a fee as defined in Clause 4 (ix) below). If the Ticket Purchaser's Tickets are not resold, no resale proceeds will be returned to the Ticket Purchaser.

#### (ii) Definition:

A "Ticket Resale" is a transaction pursuant to which a Ticket is submitted to the FWCTC by the Ticket Purchaser by way of a ticket resale request for potential resale to a third person not nominated by the Ticket Purchaser and is sold to such a New Ticket Customer.

#### (iii) Time Window for Ticket Resale Request:

Ticket resale requests may be submitted to FIFA from 18 April, 2018, 12:00h Moscow time until the end of the day (i.e. midnight, 24:00h Moscow time) 3 full days prior to the start of the relevant match. For example, a ticket for match 01, played on 14 June, 2018 may be submitted to FIFA up until midnight, 24:00h Moscow time on 10 June, 2018.

### (iv) <u>Timing for Resale Transaction</u>:

No resales will be made by the FWCTC until the inventory of Tickets allocated for the general public in a particular category for a specific match has been sold-out. Tickets submitted for resale will be placed in an inventory pool of available Tickets. Tickets will be resold based on



actual demand by match and Ticket category. THERE IS NO GUARANTEE THAT TICKETS WILL BE RESOLD. At FIFA's sole discretion, Tickets submitted for resale may be made available for resale to all constituent groups through all sales channels.

#### (v) Process:

The Ticket Purchaser must submit a resale request as follows:

- (a) Online for Tickets that Have Not Been Printed: For Tickets which have not yet been printed or dispatched for delivery, the Ticket Purchaser may submit a request online within the Ticket Purchaser's ticketing account accessed through FIFA.com.
- (b) Over-the-Counter for Tickets that Have Not Been Printed: For Tickets which have not yet been printed or dispatched for delivery, the Ticket Purchaser may submit a request at one of the FIFA Venue Ticketing Centre's Help Desks as follows:
  - In relation to Tickets purchased online via FIFA.com, the Ticket Purchaser may seek assistance at one of the FIFA Venue Ticketing Centre's Help Desks regarding the applicable process for the submission of Tickets for resale within the Ticket Purchaser's ticketing account accessible through FIFA.com;
  - In relation to Tickets purchased by means of submission of a Downloadable Ticket Application Form or Over-the-Counter at one of the FIFA Venue Ticketing Centres, the Ticket Purchaser may submit a request for resale at one of the FIFA Venue Ticketing Centre's Help Desks.
- (c) Only Over-the-Counter for Tickets that Have Been Printed: For Tickets which have already been printed and either collected by the Ticket Purchaser or are in transit for delivery or have been delivered, the Ticket Purchaser must go to a FIFA Venue Ticketing Centre Help Desk, surrender the physical Ticket to the FIFA Venue Ticketing Centre Help Desk staff, and complete the Ticket Resale request form developed for such purpose, or to send their Tickets via courier back to the FWCTC offices in either Moscow, Russia or Manchester, United Kingdom to the addresses available at <a href="https://www.FIFA.com/tickets">www.FIFA.com/tickets</a>. In such case:
  - Tickets must be received by the FWCTC at least 7 days prior to the match;
  - All costs in relation to the return of the Tickets by courier are to be borne by the Ticket Purchaser;
  - Ticket Purchaser will be solely liable for any undelivered or lost Tickets;
  - Ticket Purchaser must complete any documents as required; and
  - FIFA Venue Ticketing Centre staff will follow enhanced security protocols to deal with the returned Tickets.

As part of the resale request process, the Ticket Purchaser must also provide a secondary means for receipt of the resale proceeds (i.e. bank account details). Once the FWCTC have received the Tickets (in case they have been printed) and cancelled them, the Ticket Purchaser will need to return to their online account to make them available for resale.

(vi) <u>VSTs, TSTs and Conditional Supporter Tickets (CSTs)</u>:



Ticket Purchasers who have purchased VSTs and TSTs, but whose Guests cannot attend any or all of the matches, may submit one or more Tickets of their Guests' VSTs and TSTs for resale subject to the requirements reflected in this policy. However, this does only apply to actual Tickets and does not apply to conditional Tickets contained in a TST series. Such conditional Tickets as well as any CSTs may only be submitted for resale once the respective team has qualified to the respective round and the Match fixture is known.

## (vii) Refund:

In case a Ticket has been successfully resold, the Ticket Purchaser will receive a refund based on the face value price paid for the Ticket by the Ticket Purchaser (regardless of the price for which the Ticket was resold), i.e. the original Ticket customer receives a refund based on the full price, reduced by a Resale Handling Fee (described below) of 10% of the full price paid by the original Ticket Purchaser.

## (viii) Refund Process:

If the Tickets are resold, the FWCTC will initiate the payment of resale proceeds to the Ticket Purchaser no later than thirty (30) days after:

- (a) last Ticket put on resale was sold; or
- (b) the last match being the subject of the Ticket resale request taking place.

Proceeds will be provided to the Ticket Purchaser by way of a credit to the Ticket Purchaser's payment card or, if the Ticket Purchaser paid for Tickets via bank transfer or Over-the-Counter at one of the FIFA Venue Ticketing Centres, resale proceeds can be sent by bank transfer to the same account, provided the Ticket Purchaser reconfirms the bank account details. THE TICKET PURCHASER MUST BE AWARE AND SHALL ALLOW FOR BANK AND PAYMENT CARD COMPANY PROCESSING TIMES. The FWCTC is not responsible for delays caused by time taken via banks, payment card processing companies, or third parties involved in the transaction process.

The Ticket Purchaser is responsible for checking on the status of a resale request, by accessing his/her Ticketing Account at FIFA.com/tickets or contacting the FWCTC via the contact form or via telephone. The Ticket Purchaser is also responsible for making sure that he/she has provided the FWCTC with an effective method of providing payment of the resale proceeds, and should check with the FWCTC if the status of the request indicates that the Tickets have been resold, but no resale proceeds have been received within the time period identified, to make sure that there was not a problem with the payment method provided by the Ticket Purchaser.

The resale proceeds will be provided in US dollars or Russian Rubles depending on the currency used in the original transaction as applicable. Once resale proceeds are credited to the Ticket Purchaser's payment card or bank account or are otherwise paid, the exchange rates applicable for conversion into other currencies are dependent on the banks or payment card companies involved. If resale proceeds have to be provided by bank transfer, the amount will be reduced by the cost of the bank transfer fees. Currency fluctuations may further reduce the amount of the resale proceeds.



The name of the individual Ticket Purchaser must be the same as the name of the individual on the payment card being provided with the credit, or the bank account to which the resale proceeds are being transferred.

## (ix) Resale Handling Fee:

An administration fee of 10% of the price printed on the face of a Ticket (Face Price) rounded up to the next USD / RUB amount (the "Resale Handling Fee"), for each Ticket identified in the Ticket Resale Request that is actually resold, will be deducted from the amount paid to the Ticket Purchaser. Therefore, if the Tickets are resold, the original Ticket Purchaser will be entitled to resale proceeds equal to the amount he paid, less the Resale Handling Fee and less any bank charges if the Ticket Purchaser requests payment by a method for which banking fees are imposed and any currency conversion differences (if applicable). The New Ticket Customer will pay the official price applicable to the sale of Tickets at the time of sale as defined in the official price list issued by FIFA for such type of Tickets.

The original Ticket Purchaser will NOT receive back any fees that he may have paid when originally purchasing the Ticket.

## (x) Changing Resale Status:

A Ticket Purchaser can change his/ her mind, and take his/ her Tickets out of the resale programme at any time, as long as the Tickets have not yet been resold, by selecting the option in his Ticketing Account online or by returning to a FIFA Venue Ticketing Centre at any time prior to the Ticket being resold until 48 hours prior to the kick-off of the match.

## (xi) Unsuccessful Resale:

If the Tickets have not been resold by the day of the match, the Tickets will be available for the Ticket Purchaser to pick up at the FIFA Venue Ticketing Centres. Customers are recommended to collect their Tickets as far in advance as possible.

## (xii) No cancellation:

Once a Ticket is communicated as resold, the resale is treated as final regardless of whether or not the New Ticket Customer cancels a purchase.