

## **FIFA CONFEDERATIONS CUP RUSSIA 2017**

### **DELIVERY TERMS OF SERVICE FOR GENERAL PUBLIC TICKETS**

#### **Deliveries inside of Russia**

##### **1. Purpose of these Delivery Terms of Service**

1.1 These delivery terms of service (“**Delivery Terms of Service**”) shall apply to, and govern, deliveries of tickets (“**Tickets**”) to individuals being a resident of Russia for match(es) (“**Matches**”) of the FIFA Confederations Cup Russia 2017 (“**Competition**”) that are made available by 2018 FIFA World Cup Ticketing LLC, a subsidiary of FIFA Ticketing AG, which is itself a subsidiary of Fédération Internationale de Football Association (collectively, “**FIFA**”).

1.2 FIFA has appointed CSE LLC as the third party, independent, professional delivery company (“**Delivery Company**”) which will carry the Ticket packages by any means the Delivery Company chooses, including air, road or any other carrier.

1.3 Except for:

- (i) Tickets purchased after 5 April, 2017;
- (ii) Tickets purchased in the last minute sales phase;
- (iii) Tickets for which delivery may not be possible in time due to operational and/or stadium-related reasons,

Tickets will be delivered by the Delivery Company to the individual that purchased such Tickets (“**Ticket Holder**”) without a request by the Ticket Holder or a confirmation by FIFA or the FIFA World Cup Ticketing Centre (“**FWCTC**”) being necessary. A Ticket Holder may not (i) reject the delivery of Tickets; (ii) request collection of Tickets; and/or (iii) request delivery of Tickets to a guest.

1.4 In the event Tickets will not be delivered pursuant to Clause 1.3 above, all Tickets allocated by FIFA to a Ticket Holder will be made available for collection in Russia at the ticketing centres as well as additional ticket collection locations operated by FIFA in all venues of the Competition prior and during the Competition (“**FIFA Venue Ticketing Centres**”, “**FVTCs**”) at such time and place as described at [www.fifa.com/tickets](http://www.fifa.com/tickets) and in accordance with the Ticket Sales Regulations for the FIFA Confederations Cup 2017 (“**Sales Regulations**”). The Ticket Holder will be contacted by the FWCTC to notify them that their Tickets are available for collection.

##### **2. General Delivery Terms of Service**

2.1 Ticket Holders must elect Ticket delivery to an address within Russia.

2.2 The Ticket Holder agrees that the delivery of Tickets will be subject to these Delivery Terms of Service and such standard, general terms and conditions as applied by the Delivery Company for the provision of its services to the Ticket Holder (“**Delivery Company Terms**”).

2.3 In order to benefit from Ticket delivery free of any additional charge on top of the price printed on the face of the Ticket, the Ticket Holder irrevocably agrees, acknowledges, and undertakes to fully comply with these Delivery Terms of Service. In any case of a breach of these Delivery Terms of Service by the Ticket Holder, in addition to the rights specifically reserved under these Delivery Terms of Service, FIFA may reject delivery of the Tickets to the Ticket Holder.

**2.4 IN THE EVENT THAT THE TICKET HOLDER PURCHASES ADDITIONAL TICKETS AFTER 05 APRIL 2017, THOSE ADDITIONAL TICKETS WILL NOT BE INCLUDED IN THE TICKET DELIVERY AND THE TICKET HOLDER WILL HAVE TO COLLECT THOSE ADDITIONAL TICKETS AT THE FVTC.**

### **3. Rejection of Delivery by FIFA**

#### **3.1 THE TICKET HOLDER AGREES AND ACKNOWLEDGES THAT**

- (i) SHIPMENTS CANNOT BE DELIVERED TO P.O BOXES OR VIRTUAL ADDRESSES ;**
- (ii) SHIPMENTS MAY NOT BE DELIVERED PERSONALLY TO THE TICKET HOLDER;**
- (iii) THAT SOME AREAS AND/OR SPECIFIC LOCATIONS WITHIN RUSSIA MAY NOT BE COVERED BY THE DELIVERY COMPANY.**
- (iv)** FIFA reserves the right to reject to provide delivery services to, any areas and/or specific location within Russia, or to provide alternate service arrangements or to intercept, hold or return any shipment when, among other reasons, the Delivery Company in its sole discretion, determines that it is unsafe or economically or operationally impracticable to provide service or its services are being used in violation of applicable laws or for fraudulent purposes.

FIFA will list the areas and/or specific locations within Russia which the Delivery Company will not service from time to time via [FIFA.com/tickets](http://FIFA.com/tickets) and communicate this information to the affected Ticket Holders via [FIFA.com/bilet](http://FIFA.com/bilet).

### **4. Change of the Delivery Information by Ticket Holder**

4.1 The Ticket Holder is entitled to change the delivery information, provided ALL of the following conditions are met:

- (i)** The change request must be received by FIFA prior to 10 March 2017;
- (ii)** The Ticket Holder himself/herself, and not any of his/her guests, requests the change;
- (iii)** Change of the delivery information must be made online through the main Ticket Applicant's (as defined in the Sales Regulations) ticketing account on [www.fifa.com/tickets](http://www.fifa.com/tickets). **FOR THE AVOIDANCE OF ANY DOUBT, CHANGES TO THE DELIVERY REQUEST CANNOT BE MADE AT ANY FVTC OR BY ANY ALTERNATIVE MEANS;**
- (iv)** Change of the delivery information will apply to all Tickets purchased by the Ticket Holder prior to 05 April 2017 (all subsequently purchased Tickets must be collected at the FVTCs); and
- (v)** The change cannot include a delivery address outside of Russia.
- (vi)** The relevant Tickets have not already printed for shipment.

Finally, if directly contacted by the Delivery Company, upon request by the Delivery Company, Ticket Holders may change the delivery information.

4.2 The Ticket Holder will be solely responsible for submitting accurate delivery information, including his/her address, as part of the Ticket Application Form in a timely and complete manner. If the Delivery Company is unable to deliver any Tickets because of inaccurate delivery information, such as an incorrect address, neither FIFA nor the FWCTC, a service provider appointed by FIFA, shall be responsible for the failure to deliver the Tickets to the Ticket Holder.

## 5. Delivery Operations

5.1 For security reasons, Tickets will not be delivered prior to the beginning of May 2017. The Ticket Holder will be notified by FIFA at a later stage of the time when the Delivery Company commences the delivery/transit process for Tickets in relation to the Competition. The Ticket Holder agrees and acknowledges that neither FIFA, nor the FWCTC, nor the Delivery Company can schedule or guarantee a specific delivery time or date.

## 6. Delivery Costs

6.1 The delivery of Tickets is free of any additional charge on top of the price printed on the face of the Ticket.

6.2 Should the Ticket Holder collect the Tickets in a FVTC in Russia and/or should delivery of the Tickets not be possible or be rejected by FIFA, for whatsoever reason(s) including, but not limited to, the reasons listed in Clauses 1.3 and 3 above, the Ticket Holder agrees and acknowledges not to be entitled to any refund or other form of compensation or reimbursement by FIFA, the Delivery Company and/or the FWCTC.

## 7. Limitation of Liability

**7.1 NEITHER FIFA NOR THE FWCTC NOR THE DELIVERY COMPANY SHALL BE HELD LIABLE FOR ANY:**

**(i) DELIVERY FAILURES OR DELAYS CAUSED BY INCORRECT ADDRESS INFORMATION OR INCORRECT DATA PROVIDED BY THE TICKET HOLDER.** If the Delivery Company is unable to deliver any Ticket because of an incorrect address, the Delivery Company will use reasonable efforts to secure the correct address, but neither FIFA, the FWCTC nor the Delivery Company accept any liability for the delivery of the Tickets under that circumstance;

**(ii) INCORRECT OR INCOMPLETE COLLECTION, INPUTTING, TRANSFER OR HANDLING OF DATA AND FURTHER INFORMATION OR MANAGEMENT THEREOF, INCLUDING FOR ANY LOST, INCORRECT OR INCOMPLETE DELIVERY REQUESTS;**

**(iii) TECHNICAL MALFUNCTIONS, SUCH AS ANY FAILURE OF COMPUTER HARDWARE OR SOFTWARE OR ANY INTERNET OR PRINTING MALFUNCTIONS;**

**(iv) FAILURE TO COMMUNICATE WITH ANY TICKET HOLDER BY E-MAIL, POST, SMS OR OTHERWISE, INCLUDING THE FAILURE TO DELIVER, OR DELAYED DELIVERY OF, THE**

**DELIVERY CONFIRMATION VIA THE TICKET HOLDERS' EMAIL, PHONE OR THROUGH ANY OTHER SERVICE PROVIDERS;**

**(vii)**

**(v) ANY DELAY IN THE DELIVERY OF TICKETS (TO THE EXTENT LEGALLY PERMITTED); AND/OR**

**(viii)**

**(vi) INTERRUPTION OF DELIVERY SERVICE, LOSSES OR DAMAGES DUE TO A CAUSE BEYOND THEIR CONTROL, INCLUDING BUT NOT LIMITED TO THE ABSENCE OF A PERSON OR THE REFUSAL OF A PERSON ACCEPTING DELIVERY OF THE SHIPMENT, THEFT, LOSS OR DAMAGE TO TICKETS IN TRANSIT, ELECTRICAL OR MAGNETIC DAMAGE TO, OR ERASURE OF, ELECTRONIC IMAGES, DATA OR RECORDINGS, ACTION OF THE PUBLIC AUTHORITIES WITH REAL OR APPARENT AUTHORITY OVER FACILITIES OR SERVICES, ACTION OR OMISSIONS OF THE CUSTOMS AUTHORITIES OR OTHER SIMILAR AUTHORITIES OR ANY THIRD PARTY NOT CONTRACTED OR EMPLOYED BY FIFA, THE FWCTC OR DELIVERY COMPANY, RIOTS, STRIKES, OR OTHER LABOR DISPUTES, PUBLIC DISTURBANCES, FACTORS THAT DISRUPT AIR AND GROUND TRANSPORTATION SYSTEMS SUCH AS WEATHER CONDITIONS OR NATURAL DISASTERS, AN ACT OF GOD OR ANY OTHER SIMILAR FACTOR INCLUDED IN THE DEFINITION OF FORCE MAJEURE IN THE "2017 FIFA CONFEDERATIONS CUP GENERAL TERMS AND CONDITIONS RELATING TO THE USE OF TICKETS".**

7.2 Notwithstanding the foregoing, in case FIFA, the FWCTC or the Delivery Company are considered liable for any damages whatsoever related to the delivery of Tickets, the aggregate liability shall be strictly limited to direct loss and damage only and to the limit in this Clause 7.2. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to FIFA, the FWCTC or the Delivery Company's attention before or after acceptance of the delivery by FIFA and the Delivery Company. If the shipment of Tickets combines carriage by air, road or other mode of transport, it shall be deemed to have been carried by air.

FIFA, the FWCTC or the Delivery Company's liability in respect of any one shipment transported is limited to its actual cash value and shall not exceed RUB 405 in total for any shipment, irrespective of whether such shipment is transported by air, road or other non-road mode of transportation.

7.3 Claims are limited to one claim per shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

7.4 Any claims related to delivery of Tickets shall be submitted in writing to the FWCTC within 25 days after receipt of a notice from the FWCTC that the Tickets have been dispatched for delivery. Thereafter, FIFA, the FWCTC and the Delivery Company shall have no liability whatsoever.

## **8. Contact Information**

Any information requests relating to Tickets, these Delivery Terms of Service, the Delivery Request and/or the Delivery Confirmation should be addressed to FIFA through the FWCTC. The address of the FWCTC will be made available at [www.fifa.com/tickets](http://www.fifa.com/tickets), in the Ticket Application Form and further Ticket sales materials which FIFA may choose to publish.

## **9. Miscellaneous**

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

9.2 These Delivery Terms of Service have been drafted in English and have been translated in Russian and other languages. In the event of any discrepancy between the English version, the Russian version and any translated version, the English version will always prevail and will always be used to solve doubts of interpretation and application.

9.3 To ensure continuity of application and clarity, to the extent allowed by applicable laws, these Delivery Terms of Service will be governed exclusively by, and interpreted in accordance with, the laws of the Russian Federation. If the shipment is transported by air, the Montreal Convention or the Warsaw Convention, as applicable, governs. The Convention for the International Carriage of Goods by Road may apply. These conventions limit liability.

9.4 To the fullest extent allowed by applicable laws, for all disputes regarding and in connection with any rights and obligations deriving from these Delivery Terms of Service, the parties will seek to resolve such dispute amicably. If FIFA and the Ticket Holder, or its successor, fail to reach such amicable solution, to the extent allowed by applicable laws the exclusive place of jurisdiction shall be Moscow, Russia. Irrespective hereof and subject to applicable laws, FIFA reserves the right to bring any legal action in relation to these Delivery Terms of Service in the local court of the domicile or residence of the Ticket Holder.

9.5 These Delivery Terms of Service are made available to all Ticket Holders at [www.fifa.com/tickets](http://www.fifa.com/tickets).