

## SALES TERMS AND CONDITIONS FOR HOSPITALITY PACKAGES

These terms and conditions (the "**Terms and Conditions**") together with the Ticket Terms and Conditions, the Hospitality Offer and the Hospitality Confirmation (collectively the "**Agreement**") govern the purchase of Hospitality Packages by the Customer. By ordering a Hospitality Package, the Customer has accepted to be bound by each of the terms and conditions contained in the Agreement.

### 1 DEFINITIONS

"**OC WM**" means the Organizing Committee 2020 IIHF World Championship AG whose registered office is at Grafenauweg 2, 6302 Zug, Switzerland.

"**Skyboxes**" means in each Arena a defined area or room within the Arena containing a defined number of seats and a function area to be used in connection with the seats for viewing the Games.

"**Day**" means a calendar day.

"**Customer**" means any individual, duly identified in The Hospitality Offer, who is intending to acquire, or has acquired, a Hospitality Package under the Agreement.

"**Code of Conduct**" means the set of rules outlined in article 6 of the Terms and Conditions governing the conduct of any person, and in particular the Customer and its Guests, attending a Game and being present in the Venues.

"**Event**" means the 2020 IIHF World Championship.

"**Game(s)**" means a game or games to be played as part of the Event.

"**Guest(s)**" means any guest of the Customer benefiting from a Hospitality Package sold to the Customer and holding the Ticket contained therein and who will be subject, under the Customer's responsibility, to the relevant terms and conditions of this Agreement.

"**Hospitality Confirmation**" means the full or partial acceptance by the OC WM of a Hospitality Offer from the Customer. Upon receipt of the Hospitality Confirmation, the Agreement is considered to be validly concluded.

"**Hospitality Offer**" means the offer of the Customer to the OC WM to purchase Hospitality Packages.

"**Hospitality Package**" means for each Game, Hospitality Services provided to a Customer by the OC WM and the tickets. Reference to Hospitality Packages shall also include packages named "Legends Premium Club", "History Lounge Premium", "History Lounge", "The Cooly Inn" and "Skyboxes".

"**Hospitality Package Information**" means any information given by the OC WM to the Customer in whatever form (including, but not limited to, sales material, brochures, websites, internet, e-mail or correspondence) with regard to the Hospitality Packages.

"**Hospitality Services**" means the hospitality products and/or services, which may include, depending on the Hospitality Package, (i) catering services, (ii) entertainment, (iii) use of hospitality infrastructures, (iv) parking services, (v) match programmes, commemorative gifts and (vi) any other related services and/or products.

"**IIHF**" means the International Ice Hockey Federation.

"**Person**" means an individual, firm, corporation, association, or any body corporate.

"**Price**" means the price of the Hospitality Package as described in the Hospitality Offer and/or the Hospitality Confirmation.

"**Arena**" means the entire premises of the Stadium used for Games which require a Ticket to gain access.

"**Ticket**" means any physical item (in whatever format OC may decide) issued by IIHF or the OC WM entitling the ticket holder to access the Arena and to view a Game from a seat or a Box.

"**Hospitality Ticket**" means any digital item (in whatever format OC may decide, most probably with a QR code) issued by the OC WM entitling the ticket holder to access the hospitality area. A hospitality ticket is not the same as the above mentioned game ticket, which gives access to the arena.

"**Ticket Terms and Conditions**" means the general terms and conditions relating to the purchase and use of Tickets issued by IIHF and/or the OC WM enforceable against any person holding a Ticket.

"**Venue**" means the Arena and locations where Hospitality Services are provided to the Customer and the Guests situated either in the Arena or situated in temporary structures or existing facilities such as, without limitation, sports halls, restaurants, hotels or reception areas to which access is limited and controlled.

### 2 ORDER, PRICE AND PAYMENT

#### 2.1 Sales Contract Offer

a) The Hospitality Offer must be read and construed as an irrevocable undertaking from the Customer to purchase the number and type of Hospitality Packages described therein.

b) The Hospitality Offer will only be considered by the OC WM if it is submitted together with the Terms and Conditions, both duly signed by the Customer and sent to the OC WM by mail or accepted within the hospitality online booking tool.

c) The OC WM will not give any guarantee to the Customer that it will obtain any of the requested Hospitality Packages. The Hospitality Offer does not create any obligation for the OC WM.

d) The OC WM may restrict the number of Hospitality Packages per Customer and/or per Game.

#### 2.2 Hospitality Confirmation

a) upon receipt of the signed copy of The Hospitality Offer or a request via hospitality online tool, the OC WM reserves the right to determine, at its sole discretion, and in particular subject to the availability of Hospitality Packages, whether and to what extent any Sales Contract Offer of a Customer will be accepted and processed.

b) The OC WM will inform the Customer of the number of Hospitality Packages allocated to the Customer (if any) by sending an e-mail.

c) If the Customer does not receive The Hospitality Confirmation within five (5) days after sending the signed Hospitality Offer to the OC WM, he is advised to contact the Resort Marketing & Events of the OC WM via [hospitality@2020.iihfworlds.com](mailto:hospitality@2020.iihfworlds.com). If the Customer does not receive the Hospitality Confirmation within ten (10) days after sending the signed Hospitality Offer and the Customer has not notified the OC WM accordingly within such period, the Hospitality Offer is deemed not to have been accepted and shall finally lapse.

### **2.3 Payment**

a) Payment of the Price shall be made by the Customer as set out in The Hospitality Confirmation. The payments can only be made by wire transfer to the OC WM. Bank account information will be provided to the Customer in The Hospitality Offer.

b) Any payment, whether partial or in full, made by the Customer is non-refundable except as otherwise expressly stated in the Agreement.

c) The payment shall be due immediately upon receipt of the Hospitality Confirmation and invoice by the Customer. If payment is not received in full within ten (10) days of the Hospitality Confirmation being issued by the OC WM, the contract is automatically terminated for good cause and the OC WM shall be entitled to redistribute the Hospitality Packages. Amounts already paid by the Customer will be retained as liquidated damage. Both the OC WM and the Customer have the right to prove a higher or lower damage.

### **3. DELIVERY OF HOSPITALITY PACKAGES**

a) Unless the parties agreed that the Hospitality Packages will be picked up by the Customer at the OC WM customer service centre, the Hospitality Packages will be delivered by secured courier or registered mail to the address stated on the Hospitality Confirmation (or to a different address subsequently notified in writing by the Customer and duly acknowledged by the OC WM).

b) It is the Customer's responsibility to arrange for an authorised representative to be present at the delivery address to receive Hospitality Packages and to notify the OC WM of a new delivery address.

c) If the Customer has not received the Hospitality Package within a reasonable timeframe before the Game, it is the sole responsibility of the Customer to contact the Ressort Marketing of the OC WM at +41 41 723 16 66. The OC WM will then conduct any reasonable investigation in connection with the problem reported by the Customer, such investigation being at the Customer's cost, to the extent the Customer turns out to be responsible for the problem.

### **4. NO SPONSORSHIP RIGHTS OR ASSOCIATION WITH THE EVENT**

a) The Customer expressly acknowledges and accepts that the purchase of Hospitality Packages does not grant any marketing or promotional rights with respect to the Event, the Game, IIHF or the OC WM.

b) The Customer shall not hold itself out as a sponsor of, or otherwise associate itself or its name in any manner whatsoever with the Event, the Game, IIHF or the OC WM.

c) The Customer shall not, before, during and after the Event use the Hospitality Package or any part thereof for marketing or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes or any other similar operations or conduct any promotional, advertising or marketing activity in relation with the Event, the Game, IIHF or the OC WM.

d) The Customer shall have no right to use the official emblem, official designations and mascot(s) (if any) of the Event. It is prohibited to introduce into the Arena where any Game is being played any promotional or commercial items of whatever nature including, but not limited to, banners, signs, symbols and leaflets as detailed further hereafter.

e) Any recognition sign of the Customer in any manner whatsoever at the Venues is strictly prohibited.

### **5. HOSPITALITY-SERVICES**

a) The OC WM shall provide the Customer with the Hospitality Services as accepted in The Hospitality Confirmation.

b) The Customer acknowledges and accepts that:

- Access to the Venue is strictly limited to the Game day and to the time indicated by the OC WM;
- The Hospitality Services will have to comply with the local applicable law in force during the Event;
- Due to security constraints or the implementation of media equipment or other imperative reasons in connection with the staging of the Event, the OC WM will have the right to modify the seats, areas or services initially ordered by the Customer and this is expressly accepted by the Customer provided that the OC WM offers equivalent seats, areas or services;
- Access to the locations where Hospitality Services are provided will be restricted to persons having the right to access such locations.

### **6. CODE OF CONDUCT**

a) Ticket Terms and Conditions as set out in The Hospitality Offer and in the Hospitality Package Information as well as Clause 4 above are part of the Code of Conduct. The Code of Conduct shall apply to the Customer and its Guests and any reference to the Customer shall be deemed to be a reference to a Guest and vice versa.

b) It will be the Customer's responsibility to notify to each Guest, on a stand alone basis, the Code of Conduct and to procure full compliance with the same by its Guests.

c) Any measures taken or imposed by the competent authorities and especially the police authorities shall apply to the Customer and/or the Guests with regard to Hospitality Services. In particular, if Tickets are cancelled or a Customer or a Guest is expelled from or refused entrance to the Arena as a result of a breach of the Code of Conduct, the Customer and/or the Guest shall lose all its rights with regard to Hospitality Services with no right of refund.

#### **6.1 Lost or mutilated tickets or passes**

a) Tickets and access/parking passes that are unreadable due to mutilation of any kind will not be accepted for admission.

b) The OC WM is not responsible for lost, stolen, damaged, destroyed, forgotten or mutilated Tickets and access/parking passes (if any), which will not be replaced nor reimbursed.

#### **6.2 Prohibition to re-sell or exchange**

a) The Customer represents and warrants that it is entering into this Agreement and purchasing the Hospitality Package for use by itself and its Guests. The Customer cannot in any manner whatsoever resell, exchange or make available to any person (except to its Guests) the Hospitality Package, the Tickets, parking passes, access passes or other parts thereof provided by the OC WM.

b) A Customer is not authorised to promote itself as a reseller of Tickets and/or Hospitality Packages.

### **6.3 Guest**

a) Any Guest who fails to comply with this Code of Conduct and all other rules and safety regulations established at each Venue or who is disruptive to the Event or the enjoyment, comfort or safety of other spectators (whether because under the influence of alcohol, narcotics or other behaviour-modifying substance or otherwise) may be refused admission or removed, with no right of refund of the payment made by the Customer which will be kept in full by the OC WM as compensation for administration and cancellation fees and production costs.

b) It is forbidden to use, possess, hold or bring the following items into the Venue: All weapons, regardless of type, and all objects that can be used as such; all objects, materials or substances suitable to pose a threat to safety, public order, or to disrupt the process of the Game, or cause damage to persons or goods; projectiles of any kind such as bolts, pieces of wood or metal, stone, glass, cans, bottles; flammable or explosive substances, liquids and gases, fireworks of any kind; alcoholic drinks, narcotics or stimulants; banners or other signs bearing commercial, offensive, malicious, provocative, political, ideological or religious texts or messages; flags, banners, badges, inflatable items, or symbols usable to disrupt order and safety or to impair visibility of other spectators; animals (except service animals); promotional and commercial objects and materials of whatever nature, including but not limited to documents, leaflets, badges, signs, symbols and banners; other objects identified by the stewards, safety personnel and/or any other duly authorised persons, which may affect security and/or the reputation of the Event.

c) Guests found with prohibited items or found misusing restricted items inside a Venue can have the items confiscated and/or can be removed from the Venue and/or referred to local authorities for investigation.

d) Any Guest at the Venue is strictly prohibited from holding, selling or distributing any kind of promotional or commercial items such as, without limitation, drinks, food, souvenirs, clothes and flyers. All such items can be removed or temporarily confiscated by stewards or any other authorised persons and any Guest engaging in such activity can be removed from the Venue.

e) Any Guest attending a Game acknowledges that it is a public event and thus agrees 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.

f) Any Guest attending a Game shall not record and/or transmit any sound, image and/or description of the Venue or the Game (as well as any result and/or statistics of the Game) other than for private use. This prohibition extends, without limitation, to any use for broadcast, publication or any other commercial purposes whether on the Internet, radio, television, cellular phones or any other current and/or future media.

### **7. MISCELLANEOUS**

Guests attend the Event at their own risk and renounce any claim, demand, action against the OC WM, IIHF and the local organizing committee for any loss, damage or injury suffered arising out of or incidental to the attendance at the Event. Guests assume all danger and loss, including bodily harm and property damage or loss arising out of or incidental to the attendance at the Event, whether occurring before, during or after the Event.

### **8. RESCHEDULING / RELOCATION**

a) The times, dates and places of a Game may be modified under unforeseen circumstances, including, without limitation, force majeure, safety and security concerns or a decision from IIHF, the OC WM or any other competent authority.

b) If a Game is rescheduled or relocated for one of the reasons contemplated above, the OC WM shall use its best efforts to arrange for Hospitality Services to be provided at the rescheduled or relocated Game, but will have no obligation to do so unless the decision to reschedule or relocate the Game has been announced with a reasonable notice of at least fourteen (14) Days. In that case, the Hospitality Services contained in the Hospitality Packages remain valid for the rescheduled or relocated Game, but the Customer acknowledges and accepts that the provision of the Hospitality Services may be altered.

c) If a Game is rescheduled or relocated with less than fourteen (14) Days notice, the OC WM will use its best efforts to provide Hospitality Services contained in the Hospitality Package on terms and conditions to be notified to the Customer.

d) The above constitutes the sole and exclusive remedy to which the Customer is entitled with no right for the Customer to claim any refund.

e) For the avoidance of doubt, the above does not affect the validity of the Tickets, which are exclusively governed by the Ticket Terms and Conditions.

### **9. CANCELLATION**

a) If a Game or any part thereof is cancelled as a consequence of unforeseen circumstances such as force majeure, safety and security concerns or a decision from IIHF, OC WM or any competent authority or disqualification or withdrawal of a team, the Customer will have no right to claim any refund unless the decision to cancel the Game has been announced with a reasonable notice of fourteen (14) Days. In that case, the OC WM shall refund a portion of the Price to be determined by reference to the prevailing circumstances and such refund shall constitute the sole and exclusive remedy to which the Customer is entitled.

b) For the avoidance of doubt, the above does not affect the validity of the Tickets, the cancellation of which is exclusively governed by the Ticket Terms and Conditions.

### **10. LIABILITIES**

a) Save for the specific remedies available to the Customer by express reference in the Terms and Conditions, the OC WM's liability shall be limited as follows:

b) Irrespective of the cause of action, the OC WM's liability shall be limited to damages caused by the OC WM, its employees or subcontractors due to wilful misconduct, gross negligence or, in case of a violation of an essential contractual duty, also simple negligence.

c) If the OC WM is held liable for simple negligence under the preceding paragraph, the OC WM's liability shall be limited to those typical damages that were reasonably foreseeable at the time the Agreement was concluded or, at the latest at the time of the violation of the relevant contractual duty.

d) The OC WM's liability for any damages caused by the breach of a specific guarantee or for damages to be compensated under the Product Liability Act and for damages due to loss of life, injury or prejudice to health remains unaffected.

e) The Customer shall be responsible for all damage caused by itself and/or its Guests.

#### **11. TERMINATION**

a) Further to other termination rights granted under this agreement, both the OC WM and the Customer shall have the right to cancel the sale and the reservation of the Hospitality Packages for good cause. For the OC WM such good cause shall in particular include:

- Any failure by the Customer to make payment pursuant to Clause 2.4. above (automatic termination);
- Any other material breach of the Agreement;
- Any breach of the Code of Conduct whether by the Customer or one (or more) of its Guests.

b) In this case any payment made by the Customer will be kept by the OC WM as compensation for the cancellation fees and production costs. Both the OC WM and the Customer have the right to prove a higher or lower damage.

#### **12. MISCELLANEOUS**

##### **12.1 Notice**

A notice under or in connection with this Agreement must be in writing and must be delivered personally or sent by mail or by fax to the party due to receive the notice at its address specified in The Hospitality Confirmation or to another address specified by the receiving party by written notice to the other party.

##### **12.2 Entire Agreement; Amendments; No waiver**

Except as otherwise provided in this Agreement, this Agreement shall not be amended, modified or terminated, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both the OC WM and the Customer. This shall apply equally to this Clause 12.2.

##### **12.3 Applicable law and jurisdiction**

The Agreement shall be governed by and interpreted in accordance with the laws of Switzerland. All disputes arising out of or in connection with this Agreement, including the validity thereof, shall be resolved by the ordinary courts in Zug, Switzerland, which shall have exclusive jurisdiction.