



**Emirates**

**General Terms and Conditions**

**for the sale of**

**Travel Packages to the 2010 FIFA World Cup™ South  
Africa**

**("Terms and Conditions")**

Effective date: January, 2010

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## **1 ARTICLE 1- Agreement between you and Emirates**

- 1.1 Thank you for visiting emirates.com (the 'Website'). Please read these terms and conditions carefully before you start to use the Website. By accessing and using this Website, you indicate that you accept (unconditionally and irrevocably) these terms and conditions (the 'Agreement'). If you do not agree to these terms and conditions, please refrain from using our Website and exit immediately.
- 1.2 The Website is owned and operated by Emirates, whose principal office is at Emirates Group Headquarters Building, PO Box 686, Dubai, United Arab Emirates. Emirates is a Dubai corporation established by Decree No.2 of 1985 (as amended) of the Government of Dubai.
- 1.3 You represent and warrant you possess the legal right and ability to enter into this Agreement and to use this Website in accordance with all terms and conditions herein.
- 1.4 You promise to us you are old enough to enter legally binding contracts through this Website and you know you will be responsible for all payments due to us for bookings made by you or another person using your login information.
- 1.5 Please also make sure that you have read and accept our Privacy Policy.
- 1.6 We may change these terms and conditions at any time without advance notice. Changed terms will become effective once posted on the Website, and will not have any retrospective effect on existing contractual arrangements made through this Website. Your continued use of this Website after any change means you have accepted the changed terms and conditions.
- 1.7 Your access to and use of software and other materials on, or through, this Website is solely at your own risk. We make no warranty whatsoever about the reliability, stability or virus free nature of such software.
- 1.8 We have taken reasonable steps to ensure the information provided by us on this Website is accurate at the time you view it. However, we cannot and have not checked

the accuracy of all information provided by outside sources for example by the providers of other information, or of other parties linked to or from the Website.

- 1.9 Commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed or act upon any of its contents.
- 1.10 We aim to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed and we reserve the right to withdraw or amend the service we provide on the Website without notice. Also, your access to the Website may occasionally be suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction. We will not be liable if for any reason our Website is unavailable at any time or period.
- 1.11 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES RELATING TO THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES CONTAINED IN THIS WEB SITE. ALL SUCH INFORMATION IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS AND SERVICES CONTAINED IN THIS WEB SITE INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 1.12 IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING AMONG OTHER THINGS LOSS OF REVENUE OR PROFITS), PUNITIVE, OR EXEMPLARY, DAMAGES OF ANY KIND OR SUBJECT TO EQUITABLE OR INJUNCTIVE REMEDIES (WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF: ACCESS TO, OR USE OF THIS WEB SITE, OR DELAY OR INABILITY TO USE THIS WEB SITE, OR ANY INFORMATION CONTAINED IN THIS WEB SITE; OR, THE AVAILABILITY AND UTILITY OF

PRODUCTS AND SERVICES (EXCEPT CARRIAGE BY AIR PERFORMED BY US). NOTHING IN THIS LIMITATION OF LIABILITY SHALL EXCLUDE LIABILITIES NOT PERMITTED TO BE EXCLUDED BY APPLICABLE LAW. ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY US.

- 1.13 As a condition of use of this Website, you agree to indemnify us from and against any and all liabilities, expenses (including attorney's fees) and damages arising out of claims resulting from your use of this Website, including without limitation any claims alleging facts that if true would constitute a breach by you of these terms and conditions.
- 1.14 This Website may contain links and pointers to Internet sites maintained by third parties. We do not operate or control in any respect any information, products or services on such third-party sites. Third party links and pointers are included solely for your convenience, and do not constitute any endorsement by us. You assume sole responsibility for use of third party links and pointers.
- 1.15 You agree to use this Website solely to determine the availability of goods and services and make legitimate reservations or transact business with us. You agree to use the Website only for personal, non-commercial use.
- 1.16 You agree to use the Website's services to make only legitimate reservations or purchases. You agree not to make any false reservation or any reservation in anticipation of demand. We may cancel, without notice, all confirmations associated with multiple reservations to one or more destination on or about the same date.
- 1.17 You agree to all of our terms and conditions of purchase, including, but not limited to, full and timely payment of all amounts due and compliance with all rules concerning availability of fares, products, or services. All fees, assessments, charges, taxes and duties arising out of use of the Website are your sole responsibility.
- 1.18 You agree to not abuse the Website. 'Abuse' includes, without limitation, using the Website to:
  - a. Defame, harass, stalk, threaten, abuse or otherwise violate others' rights as defined by applicable law.
  - b. Harm or interfere with the operation of others' computers and software in any

respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses.

- c. Violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software.
- d. Omit or misrepresent the origin of, or rights in, any file you download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright or trademark.
- e. Transmit, post, or otherwise disclose trade secrets, or other confidential or protected proprietary material or information.
- f. Download or upload files that are unlawful to distribute through the Website.
- g. Transmit any information or software obtained through the Website, or copy, create, display, distribute, license, perform, publish, recreate, reproduce, sell, or transfer works deriving from the Website.
- h. Cause an excessively large load on the infrastructure of the Website.
- i. Falsely use a password or personal identification number during logging into the Website, or misrepresent one's identity or authority to act on behalf of another.
- j. Violate this Agreement in any other manner.

1.19 Since we provide services and products in many parts of the world, this Website (and its links and pointers) may refer to certain goods, products and/or services that are not available in your area. A reference to goods, products and/or services without limiting their geographical scope does not imply that we offer or intend to offer the same in all locations.

1.20 All content of this Website are: Copyright © Emirates 1994-2009. All rights reserved.

1.21 This Site is for the your personal, noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from this Website. Emirates, Skywards, Emirates Skycargo, Emirates Holidays, Emirates Hotels & Resorts, The Emirates High Street, Congress Solutions International, Arabian Adventures, Arabian Airpass, Al Maha, Al Maha Desert Resort and any other product or trade names of Emirates referenced herein are our service marks or registered service marks. Other product and company names mentioned herein may be the trademarks of their respective owners. Please also refer to Article 16.1 below providing further terms and conditions on trade marks.

1.22 The Website is currently available for flights departing from Australia only:

- 1.23 Please contact our [Local Emirates Offices](#) for assistance, or email us at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com) for delivery/payment options in your country of departure.
- 1.24 We will take all reasonable measures to insure information you transmit to us using the Website will remain confidential and protected from unauthorized access. Despite those measures, we do not warrant unauthorized access to that information can never happen. We will not be liable for any such unauthorized access unless caused solely by our gross negligence, in which event you will be entitled to compensation up to a maximum of the value of the services purchased by you.
- 1.25 To insure secure online payment and all other transactions of personal data, the Website uses a technology called SSL (Secure Socket Layer). SSL encrypts all communications between your computer and our server so that the information can only be read and understood by us. A closed lock in the bottom corner of your browser window shows a secure connection. For further information, please consult your browser's security specifications. If your browser is equipped with SSL your transaction will automatically be secured. The common standard in the Internet to signal a secure site is a closed lock at the bottom of the browser. As long as the lock is displayed closed your information is secure and encrypted to avoid abuse. If you click the secure transaction link and still cannot see the closed lock, the reason may be that the window is in nested in another frame. To check that you have a secure connection (in Internet Explorer), click the right mouse button and properties, then certificates. Then you will see if the connection is secure or not. Another way is to click the right mouse button and 'view frame info' at the bottom of the text you will see security information.
- 1.26 Currency rates are based on several publicly available sources. The accuracy of such rates is not verified, and actual rates may vary. Currency quotes are not updated every day. We believe in the accuracy of the information supplied by this application, but we do not warrant or guarantee such accuracy. If using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorize the use of this information for any other purposes, except for personal use, and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes.

- 1.27 If you have a query regarding your online booking or encountered any problems whilst making your booking, please email us at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com).
- 1.28 If you experience any technical problems during your interaction with this website, please contact our [Local Emirates Offices](#) for assistance, or email us at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com). Contact details whilst in South Africa will be provided to you approximately 4 weeks before departure.
- 1.29 If these Terms and Conditions are inconsistent with any mandatory and superior laws which apply to your agreement with us, the law will apply. If one of these Terms and Conditions becomes invalid in this way, the other conditions will still apply.
- 1.30 If these Terms and Conditions are inconsistent with any other terms and conditions or conditions of carriage these Terms and Conditions will prevail. If part of one of any other terms and conditions or conditions of carriage becomes invalid in this way, the other parts of any such other terms and conditions or conditions of carriage will still apply.
- 1.31 The headings in these Terms and Conditions are for ease of reference only and shall not affect the construction of these Terms and Conditions;

## 2 ARTICLE 2 — Definitions

“**Article**” means an article of these Terms and Conditions;

“**Base Camp**” means, either, Johannesburg, Durban or Cape Town or any other place as advised by us and as described in Article 8 herein;

“**Companion**” means a person (adult, child or infant) that travels together with the Lead Person on the same booking;

“**Conditions of Carriage or CoC**” means the conditions of carriage of Emirates or another airline including any of its annexes as well as their respective regulations;

“**Confirmation Notification**” means the document with the unique booking reference number that you receive after making a booking and purchasing a Package;

“**FIFA**” means the Fédération Internationale de Football Association, the governing body responsible for organisation of the FIFA World Cup™;

**“Emirates”** means the international airline based in Dubai, United Arab Emirates;

**“Event”** means the 2010 FIFA World Cup South Africa™ being hosted in South Africa from 11<sup>th</sup> June to 11<sup>th</sup> July 2010 and any Match as part of the Event;

**“Final”** means the final football match of the Event;

**“Force Majeure”** means unusual and unforeseen circumstances which cannot be controlled and the consequences of which cannot be avoided by taking reasonable care, including, but not limited to, acts of God, fire, flood, lightning, war, revolution, acts of terrorism, shortage of supplies, riot or civil commotion, strikes, lock-outs or other industrial action;

**“GTC’s”** means the 2010 FIFA World Cup South Africa™ General Terms and Conditions for the Use of Tickets which govern the use of the Tickets and admission to the Event stadium;

**“IATA”** means the International Air Transport Association;

**“Lead Person”** means the name of the person who pays for the booked Package;

**“Match”** means a football match as part of the Event;

**“Match Specific Packages”** has the meaning as further describe in Article 6;

**“Package”** means the Emirates World Cup Package as further described in these Terms and Conditions;

**“RSA”** means Republic of South Africa;

**“Sales Regulations”** means the 2010 FIFA World Cup South Africa Tour Operator Programme Ticket Sales Regulations as it applies to you and as attached hereto in Annex B;

**“Team Specific Packages”** has the meaning as further describe in Article 5;

**“Terms and Conditions”** means these terms and conditions;

**“Ticket(s)”** means match ticket(s) for a football match at the Event;

**“We”, “we”, “us”, “our”** means Emirates;

**“Website”** means our internet website with the address [www.emirates.com](http://www.emirates.com);

**“World Cup”** means the 2010 FIFA World Cup South Africa™;

**“You”, “you”, “your”, “yourself”** means any person (whether adult, child or infant) holding FIFA

World Cup™ Package Confirmation Notification for a Package including your Companion (s).

### **3 ARTICLE 3 - World Cup Packages**

- 3.1 Subject to availability you may choose between, Team Specific Packages and Match Specific Packages. Match Specific Packages include tournament stages ranging from round of 16 through to the Final. Team Specific Packages include Tickets to follow your preferred national team. Either of these Packages include;
- a. return Economy, or Business, or First Class flight tickets to/from one of the Emirates destinations in South Africa (Cape Town, Durban, or Johannesburg);
  - b. accommodation in either a two, three, four, or five star hotel at your chosen Base Camp on room only basis (exclusive of meals and beverages);
  - c. transfer arrangements to/from airport, hotel and stadiums of play whilst in South Africa;
  - d. World Cup Match Ticket(s);
  - e. all taxes and service charges;
  - f. as further specified herein.
- 3.2 All components of the Packages are inclusive and can not be sold partially or separately. All Package prices apply equally to both adults and children, there are no child reductions. Travel documents, including Emirates flight tickets and accommodation vouchers will be sent by e-mail to you approximately 4 weeks prior to your date of departure.
- 3.3 If you are prevented from proceeding with your booking, your Package (excluding the Ticket(s)) is not transferable to another person.

### **4 ARTICLE 4 - Match Tickets**

- 4.1 There will be a total of 32 national teams participating in the Event including South Africa (the host nation). The remaining 31 teams are determined based on their success in qualifying matches taking place around the world throughout 2009. On or about the 4<sup>th</sup> December 2009 FIFA's final draw will be announced after which time we will be able to advise where teams will be playing their group level matches. For up to date information

on official Match schedule, you may wish to visit the FIFA web site: [www.fifa.com](http://www.fifa.com).

- 4.2 As the official partner of the Event, we offer you Tickets of type CAT01 for all Matches made available in our Packages. Please refer to the diagram set out in Annex D depicting CAT01 seating in blue shading.
- 4.3 Depending on your choice our Package will allow a maximum of four (4) Tickets per match or four (4) Team Specific Tickets for the team of your choice. It is not possible to receive tickets to more than one match on the same day. You can only receive up to four (4) single Tickets for up to seven (7) Matches per booking under the name of the Lead Person. If you are determined to have been allocated more Tickets than allowed per Match or for more than one single Match on the same Match day, or multiple Ticket applications for the same Match have been submitted through various Ticket sales channels, all your Ticket applications, or allocations are subject to cancellation by FIFA.
- 4.4 Match Tickets will be made available for collection at the registration desk located in the Base Camp. The Ticket holders must be physically present at the registration desk to collect their Match Tickets and passports will be required for identification purposes when collecting Match tickets. The location of the registration desk at each Base Camp will be communicated to you by e-mail (if you have booked online or given us an e-mail address we may use to contact you), by post or by telephone, approximately 4 weeks prior to your date of departure. If you have not received your Ticket please contact us as follows: [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com)

Neither we, FIFA, the 2010 FIFA World Cup Ticketing Centre, the FIFA Ticketing Office, the 2010 FIFA World Cup™ Organising Committee South Africa nor any other FIFA authority shall be held liable for any sort of incorrect entry of information, technical malfunctions of the Internet, failure of computer hardware or software, or lost, incomplete or illegible applications or for failure of other communication systems. Furthermore, neither FIFA nor its agents will be responsible or liable in any way as a result of any late delivery of a Ticket which arises as a result of a failure of and/or interruption of any delivery service.

- 4.5 Event organizers, stadiums or Emirates will not issue duplicate or replacement Match tickets for lost or stolen tickets and we accept no responsibility for lost or stolen tickets.

4.6 Our responsibility is limited to the sale of the Package as governed by these Terms and Conditions. You hereby agree that we do not have any responsibility for the supply, provision or conduct of the Event or any Match. The Tickets may contain important information and conditions which you must read carefully. Tickets are non transferable. For further information please refer to Article 7 below.

## 5 ARTICLE 5 - Team Specific Packages

5.1 Team Specific Packages include Ticket strips to follow the national team of your choice. Your Team Specific Package may include between one and seven Matches as shown below;

| Code | Matches included in the Team Specific Series                         | No of Tickets | Fixed Package Duration (Nights) |
|------|--|---------------|---------------------------------|
| TSS1 | Group Match 1  | 1             | 5                               |
| TSS1 | Group Match 2  | 1             | 5                               |
| TSS1 | Group Match 3  | 1             | 5                               |
| TSS2 | Group Match 1 & 2  | 2             | 10                              |
| TSS2 | Group Match 2 & 3  | 2             | 10                              |
| TSS3 | Group Match 1, 2 & 3   | 3             | 15                              |
| TSS4 | Group Match 1, 2, 3 & Round of 16                                    | 4             | 20                              |
| TSS5 | Group Match 1, 2, 3, Round of 16, Quarter Final                      | 5             | 25                              |
| TSS7 | Group Match 1, 2, 3, Round of 16, Quarter Final, Semi Final & Final) | 7             | 32                              |

5.2 If you have purchased a Team Specific Package to follow a national team which fails to qualify for the Event, you will be refunded the amount paid by you less 10% of the total price of the Package purchased to cover our administrative costs, after due verification. Payment with Visa card receives a 95% refund instead of a 90% refund in the event their team does not qualify. Please allow up to 5 weeks processing time pending this date.

5.3 If your chosen national team is eliminated and your Team Specific Package includes rounds after the Match in which your team exits the Event, your remaining Tickets stay valid to follow the winning team of the group of your chosen national team – as indicated below:

|                        |  |  |
|------------------------|--|--|
| EVENT STAGE            | Ticket(s) received as per your: TEAM SPECIFIC PACKAGE  |  |
|                        | Your team participates in this Stage   | Your team does not participate in this Stage                               |
| Group Matches          | Ticket(s) included in Group Matches (all qualifying teams will play their corresponding 3 Group Matches) |  |
| Round of Sixteen Match | A Ticket for your team's round of sixteen  | A Ticket for the round of sixteen Match of the winner of your team's Group |
| Quarter-Final Match    | A Ticket for your team's quarter-final Match   | A Ticket for the winner of the round of sixteen Match you attended         |
| Semi-Final Match       | A Ticket for your team's semi-final Match  | A Ticket for the winner of the round of quarter-final Match you attended   |
| The Final              | A Ticket to the final  |  |

5.4 As referred to above Team Specific Packages which include group Match stages fall into one of three possible sets of dates, to be determined once FIFA's final draw takes place on 4<sup>th</sup> December 2009, revealing the full group Match schedule. The table below illustrates the three (3) possible sets of dates corresponding to Team Specific Packages.

| Team Specific Series  | Three possible sets of dates |                |                |
|---|------------------------------|----------------|----------------|
|   | Set 1                        | Set 2          | Set 3          |
| TSS1 (Group Match 1)  | 10-15 Jun                    | 11-16 Jun      | 12-17 Jun      |
| TSS1 (Group Match 2)  | 15 -20 Jun                   | 16-21 Jun      | 17-22 Jun      |
| TSS1 (Group Match 3)  | 20-25 Jun                    | 21-26 Jun      | 22 -27 Jun     |
| TSS2 (Group Match 1 & 2)  | 10-20 Jun                    | 11-21Jun       | 12-22 Jun      |
| TSS2 (Group Match 2 & 3)  | 15-25 Jun                    | 16-26 Jun      | 17-27 Jun      |
| TSS3 (Group Match 1, 2 & 3)                                       | 10-25 Jun                    | 11-26 Jun      | 12-27 Jun      |
| TSS4 (Group Match 1, 2, 3 & Round of 16)                          | 10-30 Jun                    | 11 Jun -01 Jul | 12 Jun -02 Jul |
| TSS5 (GM 1, 2, 3, Round of 16, Quarter Final)                     | 10 Jun-05 Jul                | 11 Jun -06 Jul | 12 Jun- 07 Jul |
| TSS7 (GM 1, 2, 3, Round of 16, Quarter Final, Semi Final & Final) | 10 Jun-12 Jul                | 11 Jun -13 Jul | 12 Jun- 14 Jul |

## 6 ARTICLE 6 - Match Specific Packages

6.1 Match Specific Packages simply include tournament matches available from round of 16

through to the Final and may include between one and three Matches as shown below. Please be aware, that we do not guarantee that a particular team will be playing in a specific Match.

| Code            | Match Specific Packages                               | No of Tickets | Fixed Package Duration (Nights) |
|-----------------|---|---------------|---------------------------------|
| R16             | Two Round of 16                                       | 2             | 6                               |
| QTR             | Round of Quarter Final                                | 1             | 5                               |
| SEMI            | Semi Finals (both matches)                            | 2             | 4                               |
| QTR /SEMI       | One Quarter Final & Semi Finals (both matches)        | 3             | 9                               |
| SEMI/FINAL      | Semi Finals (both matches) & Final                    | 3             | 7                               |
| QTR /SEMI/FINAL | One Quarter Final, Semi Finals (both matches) & Final | 4             | 12                              |
| FINAL           | Final   | 1             | 3                               |

6.2 Dates for Match specific packages are set and will not change. See chart below illustrating Match Specific dates Packages, to remain unchanged.

| Match Specific                                 | Dates           |
|--|-----------------|
| 2 Round of 16                                  | 25 – 01 Jul     |
| 1 Quarter Final                                | 30 Jun – 05 Jul |
| Semi Finals (both matches)                     | 05 – 09 Jul     |
| 1 Quarter & Semi Finals (both matches)         | 30 Jun – 09 Jul |
| Semi Finals (both matches) & Final             | 05 – 12 Jul     |
| 1 Quarter & Semi Finals (both matches) & Final | 30 Jun – 12 Jul |
| Final  | 09 – 12 Jul     |
|  | 10 – 13 Jul     |

## 7 ARTICLE 7 – Specific Terms for Match Tickets

7.1 For the sale of Tickets as part of the Package we act only as agents of FIFA. Please refer to Article 14.1 as well as to the Sales Regulations and GTCs. By buying a Package from us you confirm that you have received a copy of, read, understood and accept:

- a. these Terms and Conditions;
- b. Annex A - General Terms And Conditions (GTC) For The Use Of Tickets;
- c. Annex B - Tour Operator Programme Ticket Sales Regulations;

- d. Annex C - Stadium Code of Conduct;
- e. Annex D – Conditions of Carriage (CoC) of domestic air carriers in RSA.
- f. Emirates' Conditions of Carriage as they apply to the international flight component of your Package for travel to and from RSA and as further detailed in Article 9.1 of these Terms and Conditions;

Copies of the documents under (a) – (f) above can also be obtained, by emailing us at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com)

- 7.2 You further irrevocably agree, acknowledge and undertake to fully comply with, the applicable safety and security measures adopted by the FIFA, the 2010 FIFA World Cup™ Organising Committee South Africa, the 2010 FIFA World Cup Ticketing Center, the FIFA Ticketing Office the stadium management and/or the South African governmental entity(ies) responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors (together “FIFA World Cup Authorities”), which shall be reflected in the stadium code of conduct identified on [www.fifa.com](http://www.fifa.com) (“Stadium Code of Conduct” as attached in Annex C) and posted at the stadium in which an Event Match takes place and which is under the control of the FIFA World Cup Authorities on Match day (“Stadium”) a copy of which is attached hereto in Annex C

## **8 ARTICLE 8 – Hotel Accommodation – Base Camp**

- 8.1 You may choose to stay in a 2 stars to 5 stars rated hotel available as a Base Camp during the Event in one of three RSA destinations to which Emirates flies, i.e. Johannesburg, Cape Town and Durban.
- 8.2 It is important to note whilst accommodation is offered in all our Packages, availability per Base Camp is limited and will be allocated on a first come first served basis only.

## **9 ARTICLE 9 – Domestic (Air) Transportation**

- 9.1 Return airport transfers and return transfers from your booked accommodation to the stadium of play where your chosen Match takes place are included in all our Packages. In some cases there may be a considerable distance from your accommodation to the stadium, whereby air transportation (economy class only) will be provided for in addition

to ground transfers. Regardless of which stadium and/or city your team's Match is being played at, you will be collected from your accommodation and transferred by bus, aircraft or both to the stadium and/or city of play. All airport transfer(s) to/from the booked accommodation will be surrendered if you or any of your Companion's arrival and/or departure date is different from the fixed Package dates.

- 9.2 We shall notify you of the transportation schedule by e-mail to you approximately 4 weeks prior to your date of departure but it will be your sole responsibility or that of anyone travelling with you to board the allocated mode of transportation at the designated time. Transportation providers are not obligated to wait for customers who do not comply with the schedule requirements. Punctuality is crucial and neither will transportation providers nor will we be responsible for your failure to board any means of transportation in time. Variations in scheduling and services may occur. Any quoted transfer times are approximate and, depending on circumstances, the journey time to your destination may be longer. Seating reservations on any mode of transportation may not be possible.
- 9.3 Where your Package comprises air transportation within RSA the CoC of that airline will apply. Copies of those CoC of that airline can be obtained, by emailing us at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com)
- 9.4 You are obliged to comply with all transportation providers' requirements regarding safety and security as well as with applicable regulations and laws in this regard.
- 9.5 Minors under the age of eighteen (18) must be accompanied by an adult on all modes of transportation. Heightened security concerns (e.g., to prevent the international abduction of minors) may result in the adoption of practices in RSA which require a non-travelling parent to issue the minor with written travel consents. It is your responsibility to provide such consent.
- 9.6 You are not permitted to be accompanied by pets, unless required as service animals for individuals with disabilities and where applicable laws require us to allow service animals. Please be informed that service animals may be subject to quarantine laws. You must inform us about your needs prior to booking.

- 9.7 In the event that you require special assistance (such as wheelchair seating) you must advise us prior to booking. We will use reasonable efforts to provide the requested assistance or facilities (subject to availability) but we cannot guarantee its availability. Please contact us on [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com) so that we can advise you whether we or our suppliers are able to provide the assistance you require.
- 9.8 A non-smoking policy may be in effect in any mode of transportation (including domestic flights).
- 9.9 All baggage must be identified with your name and address. In the interests of security, it is advisable to travel with lockable suitcases. The risk of loss or damage to personal effects will be borne by you, and we advise you to insure against loss of, or damage to, baggage. Limitations on the number and/or size and/or weight of items of baggage may apply and will be communicated with your Emirates flight tickets by e-mail to you approximately 4 weeks prior to your date of departure (as may excess surcharges which shall also be borne by you).
- 9.10 We as well as third party service providers reserve the right to refuse service or eject you from any modes of transportation in the event that your conduct is deemed incompatible with the interests of other persons or the transportation providers. There will be no refunds in the event of any such refusals and/or ejections.

## **10 ARTICLE 10 –Air Transportation**

- 10.1 The Package includes transportation by air to and from RSA via Dubai, United Arab Emirates and will be provided by Emirates. The flight component of your Package will be governed by Emirates' Conditions of Carriage which are incorporated into these Terms and Conditions and which can be read and downloaded by visiting: [http://www.emirates.com/english/Images/COC-eng\\_2006\\_tcm233-194795.pdf](http://www.emirates.com/english/Images/COC-eng_2006_tcm233-194795.pdf). If you do not have access to the Internet, please contact our [Local Emirates Offices](#). By way of purchasing a Package and/or by embarking an Emirates aircraft you agree to be bound by and confirm that you have read, understood and accepted Emirates' CoC. Where your Package comprises transportation within RSA or where your air transportation to and from RSA will be operated by another airline the CoC of that other airline will apply.

Copies of those CoC of such airline or Emirates can be obtained, by emailing us at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com)

- 10.2 Flight date changes made by you or any of your Companions to already booked Packages will incur a flight amendment fee of US\$300, per person, per change and be subject to flight availability. The flight amendment fee applies to changes made by the passenger following “FIFA’s final draw” taking place on 4<sup>th</sup> December 2009 (Emirates flight tickets will be ticketed from 4<sup>th</sup> December 2009). Amendments to Emirates flights at the time of booking are free of charge prior to FIFA’s final draw and/or ticketing, which ever is earlier.
- 10.3 You are permitted to upgrade your Emirates’ flights to a higher class of travel. For example if you have booked your Package to fly with Emirates in Economy, then an upgrade to Business or First class is possible. However you must travel in the same class on all sectors. Hence if you fly Business class to South Africa, you must also travel Business class on your return sector back from South Africa. Upgrade charges apply when doing so however no service fee will apply. Downgrading to a lower booking class is not permitted. Please email us on [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com)

## **11 ARTICLE 11 - Changes to your World Cup Package**

- 11.1 All Packages feature prearranged dates for Emirates flights, airport transfers to the hotel, hotel accommodation, Match Ticket(s) and transport to Match stadiums. Tickets, hotel and transfers within Packages are fixed dated and non-changeable.
- 11.2 As set out in Article 10.2 Emirates’ flights dates can be amended but be aware airport transfer(s) will be surrendered on arrival and/or departure date if different from your original purchased Package. Furthermore we can not extend or shorten your accommodation booked as part of your Package. You will need to find additional accommodation (if required) at your own expense or forfeit any unused nights.
- 11.3 No changes are allowed to your selected Base Camp, hotel, national team chosen to follow, or Match specific Event booked under your Package. It is important that you carefully select your Base Camp, accommodation, national team to follow or Match specific team when you make your booking as you will not be able to amend these key

components.

## **12 ARTICLE 12 – Cancellations by You**

- 12.1 If you wish to cancel your booking for Packages, the Lead Person must give notice to cancel in writing for him/her and any of the Companions and the charges shown below will apply from the actual date we receive the notice at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com) or the date upon which we activates the cancellation. You will be refunded as per the schedule below, after due verification. From 1 May 2010, any cancellations will be 100% non-refundable. If you are entitled to a refund, please allow up to five (5) weeks for processing from the date of receipt of your cancellation request. Once a Package is cancelled none of the Package components; Emirates' flights, accommodation, Match Tickets, transfer arrangements can be utilised and all services would be voided immediately. See chart below illustrating refund policy relating to cancellations and team specific non qualification:

| Refund policy / Team elimination & Cancellation by You                        | Cancellation Charge |
|---|---------------------|
| Team booked under Team Specific Series package fails to qualify               | 10%*                |
| Cancellation of World Cup Package on or before 04 <sup>th</sup> December 2009 | 25%                 |
| Cancellation of World Cup Package on or before 31 <sup>st</sup> January 2010  | 50%                 |
| Cancellation of World Cup Package on or before 30 <sup>th</sup> April 2010    | 75%                 |
| Cancellation of World Cup Package on or after 01 <sup>st</sup> May 2010       | 100%                |

(\* payment with their VISA card receives a 95% refund instead of a 90% refund in the event their Team does not qualify).

## **13 ARTICLE 13 - Payment terms**

- 13.1 Full payment for all Packages and Companions is due at the time of booking. We accept most major credit cards, and the credit card holder must be the Lead Person. We accept credit cards issued in the country of departure and a few other selected countries as specified during the booking process. If you do not have a credit card. please contact us at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com), Please note failure to pay on time will result in cancellation of the booking.

## **14 ARTICLE 14 – Liability**

- 14.1 As stated above, we only act as FIFA's agent for the sale of Ticket(s). Therefore FIFA automatically becomes the party with whom you enter into a contractual relationship as far as your Ticket is concerned when you purchase your Package. This means that FIFA has the right to exercise rights with respect to Tickets pursuant to the Sales Regulations and the GTC's and you hereby agree that you have no right of recourse against us in connection with the sale of Ticket. However, we shall reasonably assist you with any problems arising out of the use of your Ticket to the extent we are able.
- 14.2 Unfortunately, whilst rare, the Events or a particular Match may be cancelled, postponed, rescheduled, abandoned or curtailed by FIFA at short notice or even without notice. We agree to make every effort to obtain and pass on to you up to date information but we cannot guarantee its accuracy or that changes will not occur. The cancellation of the Event or a Match is entirely outside of our control and outside of our responsibility. You agree that in such cases we cannot therefore accept any responsibility or pay any refund, compensation or other sum for any changes in or cancellation of any advertised or confirmed Match, even where this involves the cancellation of the Event which may have been your main reason for buying a Package. If however, we obtain a refund from FIFA or any of the authorized agents with whom we are in contract, this will be passed on to you on a proportionate basis. To the extent permitted by applicable law you acknowledge that we are not responsible for any event of Force Majeure and that no refund of any nature can be given by us for any such events of Force Majeure.
- 14.3 Except to the extent otherwise expressly provided for in these Terms and Conditions or as dictated by applicable law to us in our capacity as your tour operator, our services are provided as-is and we provide no warranties, whether express, tacit or implied, arising by operation of law or otherwise, in respect of any of the services provided to you. We specifically disclaim any implied warranties of fitness for a particular purpose or merchantability.
- 14.4 Descriptions of accommodation, destinations, facilities and services we provide are based on information obtained from our suppliers. Sometimes the facilities described

may be unavailable for reasons such as maintenance, bad weather or lack of demand from guests. Some activities or facilities, water-sports for example, may not be available all year round. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will inform you as soon as possible in accordance with our legal obligations to you under applicable laws and regulations. There may be a charge for some facilities, for example, TVs, safety deposit boxes, sun-lounges, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your Package.

14.5 You or any of your companions are responsible for your or any of your Companions' actions and the affect they may have on others. If we (or another person in authority or third party supplier) believe your actions or the actions of any of your Companions could upset other customers, our suppliers, business partners or our own staff, or put them in danger, your Package or the Package of your Companions will be cancelled or brought to an end and this could mean we or our suppliers may either ask you or any of your Companions to leave your booked accommodation, or offload you or prevent you or any of your Companions from boarding the aircraft or any other means of transport. Our suppliers may deny boarding or impose additional conditions of carriage on any passenger who, for example, is intoxicated and/or disruptive or found to be smoking on board the aircraft or other means of transport. If this happens, we will not pay compensation, make refunds, or cover expenses you or any of your Companions suffer as a result. You or any of your Companions also have a general duty to act responsibly at the Event in addition to obligations laid down in the GTCs and Stadium Code of Conduct.

14.6 Admission to the stadium is controlled by the Match organizer, stadium officials and/or the police. Where we provide you with a Ticket for a Match, our responsibility is limited to the provision of the ticket itself on behalf of FIFA and this does not guarantee your admission to the stadium. Your actions or behaviour or the actions or behaviour of any of your Companions or the behaviour or actions of others may result in you or any of your Companions being denied entry to the stadium. Such circumstances are beyond our control and you agree that we accept no responsibility if this happens. You further agree that we further accept no liability whatsoever for either the quality of the Event or

stadium facilities or for any injury sustained in the stadium or in the vicinity of the stadium or during the Event or a Match. For further stadium and Ticket regulations please refer to the regulations referred to in Article 7.1 or visit the FIFA's Website under: [www.fifa.com](http://www.fifa.com).

- 14.7 If any of our obligations as part of your Package, after departure, is not performed or is improperly performed by us or our suppliers, you must advise us immediately. Where the package is performed improperly by our suppliers, your sole right of recourse against us shall be the assignment by us to you of our warranties and rights, if any, against our supplier. We will not be liable for any losses, costs, direct or indirect damage caused by your use of the Package or any services provided there under. Furthermore, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.
- 14.8 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the price of your Package. Our liability will also be limited in accordance with and/or in an identical manner to: (a) the contractual terms of the companies that provide the transportation for your travel arrangements including Emirates and any other transportation provider; and (b) any relevant international convention, for example the Montreal Convention 1999 in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. You agree that where legally possible we avail ourselves of any limits of liability available under laws and regulations. All these terms are hereby incorporated into this contract. You can ask for copies of GTCs, Stadium Code of Conduct, Emirates' Conditions of Carriage or any other transport companies' contractual terms, or the international conventions, by contacting us at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com)

## **15 ARTICLE 15 — Privacy and Personal Data**

- 15.1 You recognise that your personal data (including sensitive personal data) has been provided to us for the purposes of: making a reservation; recording and issuing a booking confirmation; issuing a boarding pass and other ancillary documentation associated with your carriage; advising you of changes to your itinerary; responding to your queries or requests; issuing receipts; providing you with your carriage; providing you with ancillary services related to your carriage, including, for example, provision of wheelchair assistance, limousine services and third party services; administration of accounting, billing and auditing procedures and other administrative purposes; facilitating immigration and entry procedures; facilitating security checks including, for example, use of biometrics; dealing with customs control; dealing with immigration authorities; meeting security requirements; prevention and detection of crime; handling customer relations issues; analysis of statistics; assisting us in future transactions with you; systems testing; market analysis; tailoring our marketing to your specific carriage needs; benchmarking and performance measures; IT maintenance or development training; operating frequent flyer programmes; meeting legal obligations to you and/or others; making data available to government agencies in connection with your carriage (for example, security, customs or immigration where we are required by applicable law or otherwise to do so); and other purposes associated with or incidental to your carriage.

For all these purposes, you authorise us to retain and use such data and to transmit to and/or to share it with: our own offices, our authorised agents, our other companies and/or brands, anyone to whom we transfer our rights and duties; third party companies offering related services (including, for example, car rental, hotels, limousines, transfers, ancillary services), governments and government agencies and authorities, credit card and other payment card companies, and other airlines or providers of such related services. Sensitive personal data, for example data relating to your health or disabilities, religion, criminal record or otherwise may likewise be processed by us. We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such information in the future please send your name and address details to [FIFA.Support@emirates.com](mailto:FIFA.Support@emirates.com)

- 15.2 In processing your data we may transfer it to countries which may not afford any level of data protection. You recognise that, by providing us with personal data and sensitive personal data you give your explicit consent for us to process it and disclose it to third parties for the above purposes. We undertake to collect, process, store, save and

transfer your data in compliance with relevant data protection legislation in force from time to time.

- 15.3 We may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes.
- 15.4 We may require the name and contact details of a third party whom we may contact in an emergency. It is your responsibility to ensure that the third party consents to the disclosure of the information provided for that purpose.
- 15.5 If you would like to know what personal data we are holding about you and/or correct the personal data that we hold about you, please contact us at [FIFA\\_Support@emirates.com](mailto:FIFA_Support@emirates.com)
- 15.6 Without prejudice to Article 15.1 to 15.5 FIFA requires certain personal data in connection with the allocation of Tickets which will have to be provided for each booking and Companion. Due to security reasons it is essential that the name, address and passport number of each ticket user shall be available for the relevant sources and authorities. The following information will therefore be required at the time of booking:
- a. First Name as in passport;
  - b. Last Name as in passport;
  - c. Date of birth;
  - d. ID / Passport number;
  - e. Nationality;

As the Lead Person you will also need to provide the following details:

- a. Home Address (must be a street address, not a P.O. Box);
- b. Contact Details (email and telephone number, ideally a mobile/cell number).

We will forward all information received to FIFA, LOC and/or police authorities. Please see further Event specific terms and conditions on: [www.fifa.com](http://www.fifa.com).

- 15.7 Your Companions will also be required to provide personal information to you so that you can complete the booking process and purchase the Package(s). You must ensure that the personal data initially required to be provided for each booking is up-to-date at all times. If any changes occur to the personal data provided by you must update,

correct and amend the personal data immediately so that we can provide the information to FIFA. You acknowledge and agree that the personal data provided to FIFA pursuant to these Terms and Conditions will, subject to applicable law, be used, processed, stored, and transferred to third parties designated by FIFA (located both within and outside of South Africa) for purposes relating to (i) Ticket sales and allocation procedures, (ii) any relevant safety and security measures, (iii) rights protection measures in connection with the Event. You further acknowledge that it is your responsibility to procure for the personal data of your Companions and to obtain the consent of each person identified in each booking to use their personal data to the same extent, and for the same purposes, as described above. If the booking is cancelled, you may request deletion of your personal data by contacting us or the 2010 FIFA World Cup Ticketing Centre through [www.fifa.com](http://www.fifa.com).

## **16 ARTICLE 16 – Miscellaneous**

- 16.1 You agree to not develop, use or register any name, logo, trademark, symbol service mark or other mark (including without limitation the official name and mascot of the 2010 FIFA World Cup South Africa™) which may be inferred by the public as identifying with FIFA, the 2010 FIFA World Cup South Africa™ or the LOC, including the words “World Cup”, “Mundial”, “FIFA”, “Coupe du Monde”, “Copa do Mundo”, “Copa del Mundo”, “WM” or “Weltmeisterschaft” (or any other term used in any language to identify the 2010 FIFA World Cup South Africa™) or the development, use or registration of the year 2010 in connection with the Republic of South Africa, or any similar indicia or derivation of such terms or date in any language.
- 16.2 Travel insurance providing medical, accident, baggage and cancellation protection in emergency circumstances is strongly recommended.
- 16.3 The Lead Person must be a minimum age of 18 and is responsible for payment of the total booking price for all Companions, and subsequent cancellation and/or amendment charges that may be payable. You also agree to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirm that all the other Companions, including any that may be added at a later date agree to be bound by these Terms and Conditions, and all other information on our website and brochure (as applicable). You shall be fully responsible for ensuring

that each Companion and anyone who, directly or indirectly, receives a booking or a Ticket through you (a "Ticket Holder") has read, understood, accepted and complies with the GTCs, these Terms and Conditions and the Stadium Code of Conduct and any other applicable terms and conditions referred to herein. For that purpose, you will provide such Ticket Holder and Companion with a copy of the documents set out in Article 7.1 above, the GTCs and the Stadium Code of Conduct or will direct such Ticket Holder and Companion to where such documents and regulations are made available.

## **17 ARTICLE 17 — Travel Documents**

- 17.1 You and your Companions are responsible for obtaining and holding all of the travel documents you or your Companions need for any country you are visiting (even as a transit passenger).
- 17.2 None of our employees and/or agents is authorised to provide legally binding information on visa requirements or immigration advice. For details of required travel documents and/or visa requirements, you must contact the embassy, consulate or other relevant body of all relevant countries you intend to travel to, from or through, in sufficient time prior to your travel to enable you (or your Companions) to complete any additional immigration requirements. You are also responsible to ensure that the requirements which are applicable to you and your Companions have not changed when you commence your Package and that your travel documents remain valid for all planned flights and destinations. You are also responsible to ensure that the requirements which are applicable to you and your Companions have not changed when you commence your journey and that your travel documents remain valid for all planned flights and destinations.
- 17.3 If requested, you must present to us all passports, visas, health certificates and other travel documents needed for your and your Companion's journey, permit us to take photocopies of those documents or deposit those documents with our suppliers or government agencies to enable us to perform our obligations to you pursuant to these Terms and Conditions.
- 17.4 We will not be liable to you if you or any of your Companions do not have all passports,

visas, health certificates and other travel documents needed for a journey or if any of those documents are out of date or if you have not obeyed all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your journey. Further, see Emirates' Conditions of Carriage which will apply to the international flight component of your Package.

- 17.5 If you or any of your Companions are refused entry to a country (including a country you transit through while en route to your destination), you must reimburse us in full on request any fine, penalty or charge assessed against us by any party or the government concerned (including detention costs) as well as the fare for transporting you, and an escort if required, from that country. You must reimburse us in full on request the amount of any fine, penalty, detention costs, deportation or removal expenses, escorting charges (if any), cost of booking confirmation(s) issued for you, or any of your Companions or any other expenditure we incur because you or any of your Companions have failed to comply with any laws, regulations, orders or other travel requirements of the country you have travelled to or because you have failed to produce the required travel documents on seeking entry to a country or you or any of your Companions have been refused admission into the country. We may use the value of any of your funds in our possession to pay sums due to us from you.

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## **Annex A**

### 2010 FIFA World Cup South Africa™

#### GENERAL TERMS AND CONDITIONS FOR THE USE OF TICKETS

##### 1 Acceptance of GTCs by the Ticket Holder

Any use of 2010 FIFA World Cup South Africa™ (“Event”) match tickets (“Tickets”) and the terms of admission to the Stadium at which an Event match (“Match”) is taking place will be subject to the following General Terms and Conditions (“GTCs”) as established by the Fédération Internationale de Football Association, through its South African subsidiary 2010 FIFA World Cup™ Ticketing (Pty) Limited (collectively, “FIFA”). Anyone who purchases, holds or uses a Ticket (“Ticket Holder”) will be deemed to have fully and irrevocably agreed with FIFA to these GTCs.

##### 2 Confirmation of the GTCs

In addition to Section 1, by completion and submission to FIFA of an online or hard copy application form for Tickets or any other order form issued by FIFA (or any third party approved by FIFA) for Tickets products that include Tickets (“Ticket Application Form”) each person who applies for, or orders, Tickets (“Ticket Applicant”) confirms that: (a) he has read, understood and accepted the GTCs, and (b) undertakes that each individual receiving a Ticket through the Ticket Applicant (directly or indirectly) will have read, understood and accepted the GTCs prior to receiving a ticket. For that purpose, the Ticket Applicant will provide a copy of these GTCs to the individuals receiving Tickets from him and will direct the individuals to the additional sources for copies of the GTCs that are identified in Article 11.2 below.

##### 3 Entry to the Stadium

3.1 Entry into a stadium, which includes areas under the control of the 2010 FIFA World Cup™ Authorities on a Match day (“Stadium”), will be authorised on a Match day only upon the presentation of a valid Ticket by each person seeking to gain entrance, regardless of his age.

3.2 Each Ticket evidences permission to enter the Stadium on a Match day which can, at any time, be revoked for good reason by FIFA, the 2010 FIFA World Cup™ Organising Committee South Africa (“LOC”), the 2010 FIFA World Cup™ Ticketing Centre

("FWCTC"), the FIFA Ticketing Office ("FTO"), the Stadium management and/or the South African governmental entity(ies) responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors (together the "FIFA World Cup™ Authorities").

- 3.3 All Ticket Holders must comply with the applicable safety and security rules adopted by the 2010 FIFA World Cup™ Authorities for the Stadium on Match days. These rules are summarized in the stadium code of conduct, which is published and available from the sources identified in Article 11.2 below ("Stadium Code of Conduct"). Examples of items that may be prohibited by the 2010 FIFA World Cup™ Authorities at any time in accordance with the Stadium Code of Conduct include, without limitation, weapons of any kind or anything that could be used as a weapon, fireworks, flares or other pyrotechnics, commercial materials or similar items which could infringe any rights of FIFA for the Event, and other objects which could compromise public safety and/or harm the reputation of the 2010 FIFA World Cup South Africa™ as reflected in the Stadium Code of Conduct. The Stadium Code of Conduct should be read carefully before attendance at a Match.
- 3.4 The 2010 FIFA World Cup™ Authorities will be entitled to carry out checks on any Ticket Holder. Tickets may be rendered null and void, and entrance into a Stadium can be refused for any person who, or a Ticket Holder can be refused admission or ejected from the Stadium if such Ticket Holder:
- a) is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance;
  - b) is behaving, or is likely to behave, violently, harmfully or in a manner liable to disrupt public order or cause a nuisance to other Ticket Holders; or
  - c) has failed to comply with the terms of these GTCs, the Stadium Code of Conduct or all sales regulations applicable to the Ticket Applicant outlined in the Ticket Application Form (the "Sales Regulations"), which are all available through the sources identified in Article 11.2 below or any relevant laws or by-laws.
- 3.5 Individuals who have been banned from attending football Matches by competent authorities or sports governing bodies in any country, or who are considered as a

security risk, are prohibited from receiving Tickets and from entering or remaining in the Stadium.

- 3.6 Ticket Holders leaving the Stadium will not be re-admitted unless otherwise approved by FIFA.
- 3.7 Each Ticket is numbered to identify a specific seat. Each Ticket Holder must sit in the seat allocated to the respective Ticket. The 2010 FIFA World Cup™ Authorities reserve the right to substitute the seat identified on the Ticket with another seat, if appropriate for security reasons, without compensation to the Ticket Holder.
- 3.8 The 2010 FIFA World Cup™ Authorities cannot guarantee:
  - a) that a specific player will participate in a Match; or
  - b) the length of time that any Match will be played; or
  - c) that the Ticket Holder will have uninterrupted and/or uninhibited view of the Match from the seat provided. The 2010 FIFA World Cup™ Authorities will use reasonable efforts to identify obstructed view seats prior to purchase.

#### 4 Limitation on Transfer of Tickets

- 4.1 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. Transfer requests will be considered in accordance with the Ticket Transfer Policy defined by FIFA and available on [www.fifa.com](http://www.fifa.com). The purposes for the rule limiting Ticket transfers include: (a) event security, (b) consumer protection, and (c) economic fairness as described in greater detail on .
- 4.2 Tickets may only be purchased from FIFA through FIFA or officially authorised agents of FIFA. Any Ticket obtained from any other source (for example, unauthorised intermediaries such as ticket brokers, internet auctions, internet ticket agents) will be rendered invalid, and all rights of entry into the Stadium will be nullified. Such Tickets will be cancelled by electronic or other means, and any person seeking to use such a Ticket obtained through unauthorised sources will be refused entry into the Stadium, ejected from the Stadium and/or will have their Ticket seized by the 2010 FIFA World Cup™ Authorities, in addition to other remedies available to the 2010 FIFA World Cup™ Authorities.
- 4.3 Upon request from FIFA, Ticket Holders must explain how, from whom, for what

consideration and from where they obtained their Tickets.

5 Sound and Image recordings

5.1 Any Ticket Holder attending a Match expressly acknowledges that it is a public event that is being recorded. To the extent permitted by applicable law, any person attending a Match agrees that use may be made in perpetuity, free of charge or any compensation, of his/her voice, image, photograph and likeness by means of live or recorded video display, broadcast, streaming or other transmission or recording, photographs or any other current and/or future media technologies (now known or hereinafter invented and/or devised), and irrevocably consents to the use of such voice, image, photograph or likeness by FIFA or third parties authorised by FIFA to use such media. Each Ticket Holder waives in advance all rights and actions seeking to oppose such exploitation, subject to applicable law. FIFA (and third parties authorised by FIFA with respect to the use of such media) will be bound by, and comply with, all applicable laws with respect to any use they may make of such media.

5.2 Ticket Holders may not record or transmit any sound, moving or still image or description of the Match (or any result or statistic of the Match) other than for private use. It is strictly forbidden to disseminate any sound, moving or still image, description, result or statistic of the Match, in whole or in part, for any sort of public access, irrespective of the transmission form, whether over the internet, radio, television, mobile phone, data accessory or any other current and/or future media (now known or hereinafter invented and/or devised). Ticket Holders may not assist any other person(s) to conduct such activities.

6 Prohibitions Regarding Ambush Marketing and Other Marketing Activities

6.1 Ticket Holders may not engage in any form of activity which may result in an unauthorised commercial association with FIFA, the Event or parts of it to the detriment of FIFA or its commercial affiliates, whether by way of an unauthorised use of logos or otherwise (“Ambush Marketing”).

6.2 At the Stadia on Match days, Ticket Holders are strictly prohibited from using, wearing, possessing or holding promotional or commercial objects and materials, or offering to sell, selling or possessing with the intent to sell drinks, food, souvenirs, clothes, or other promotional and/or commercial items. All such items may be removed or confiscated by the 2010 FIFA World Cup™ Authorities.

- 6.3 Ticket Holders are strictly prohibited from providing any type of commercial service or undertaking any commercial promotions in the Stadium, unless expressly authorised by FIFA in writing.
- 6.4 Ticket Holders are strictly prohibited from handing out pamphlets or information relating to, or in any way promoting or drawing attention to, any business, cause, charity or concern, whether commercial or not, in the Stadium, unless expressly authorised by FIFA in writing.
- 6.5 Ticket Holders may not use a Ticket for commercial purposes, such as without limitation, for promotions or advertising activities, use as a prize in a competition or sweepstake.
- 6.6 Tickets may not be sold, or otherwise included for commercial purposes as part of a travel package (for example combining Tickets with flights and/or a hotel room night) or as part of a hospitality package (for example combining Tickets with pre or post Match catering services in proximity to the Stadium), without the prior written approval of FIFA.
- 7 Acceptance of Risk and Limited Liability
- 7.1 To the fullest extent permitted by applicable law, the ticket holder (in his own name and on behalf of any minors using a ticket bought by him) accepts all risks and dangers which the ticket holder may face or endure while attending any match and waives any claims against the 2010 FIFA World Cup™ authorities relating to such risks and dangers. The ticket holder (in his own name and on behalf of any minors using a ticket bought by him) accepts that there are risks to his personal safety or property loss on the way to or from and outside of or within the stadium. Nothing in this paragraph is intended to require a ticket holder to accept risks or dangers from, or waive rights to damages arising from, the gross negligence or wilful misconduct of a 2010 FIFA World Cup™ authority.
- 7.2 Each of the respective entities referred to as the “2010 FIFA World Cup™ authorities” have independent roles and responsibilities in connection with the event. One 2010 FIFA World Cup™ authority should not be held responsible for the activities or omissions of another 2010 FIFA World Cup™ authority. Each 2010 FIFA World Cup™ authority is responsible for its own acts and omissions.
- 7.3 Nothing in this agreement will affect the statutory rights of any ticket holder or exclude or restrict any liability for death or personal injury arising from the negligence or improper conduct by a 2010 FIFA World Cup™ authority or any other liability which cannot be excluded or limited under applicable law.
- 8 Orders of the 2010 FIFA World Cup™ Authorities and Non-compliance by Ticket Holder

- 8.1 For security reasons, and in order to ensure the orderly and smooth implementation of the Event, the Ticket Holder must follow the orders of the 2010 FIFA World Cup™ Authorities at the Stadia on Match days. Each Ticket holder is required to cooperate with the 2010 FIFA World Cup™ Authorities in the event the Ticket Holder is requested to provide proof of his identity or to consent to the confiscation of prohibited items that may be in his possession at the Stadia.
- 8.2 If a Ticket is rendered null and void, admission is refused, or a Ticket Holder is ejected from the Stadium based on a violation of the GTCs, the Sales Regulations, the Stadium Code of Conduct or any other relevant laws or by-laws, the 2010 FIFA World Cup™ Authorities, to the full extent permitted by applicable law, will not be obligated to issue any refund.
- 8.3 In the event of a violation of any terms of the GTCs, the Sales Regulations, the Stadium Code of Conduct or any other relevant laws or by-laws, in addition to the other rights and remedies that the 2010 FIFA World Cup™ Authorities may have, the 2010 FIFA World Cup™ Authorities will have the right to:
- a. render null and void the Tickets of the Ticket Holder;
  - b. refuse entry into the Stadium to the Ticket Holder or eject the Ticket Holder from the Stadium;
  - c. file suit to enforce the GTCs and claim damages, if appropriate; and/or
  - d. notify governmental authorities of a violation of the provisions of the GTCs, the Sales Regulations, the Stadium Code of Conduct and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.
- 8.4 In addition to laws applicable in other countries, the South African government may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets in violation of the GTCs, the Sales Regulations, the Stadium Code of Conduct or any other relevant laws or by-laws. Ticket Holders are advised to obtain information about applicable laws relating to Tickets.
- 8.5 In addition to the remedies identified in Section 8.2, 8.3 and 8.4 above, the Ticket Holder agrees to give over to a charitable organisation identified by FIFA all revenues or other consideration received from an unauthorised transfer of Tickets as and to the extent determined by FIFA.
- 8.6 Each ticket holder is responsible for the use of his ticket. To the fullest extent permitted by applicable law, any ticket holder indemnifies and holds harmless the 2010 FIFA World

Cup™ authorities from and against any and all claims, damages and liabilities suffered and/or incurred in connection with, arising out of or resulting from:

- a) his misuse of a ticket; or
- b) the misuse of a ticket by a minor if the ticket was bought by the ticket holder; or
- c) the misuse of a ticket by any other third party which has obtained, directly or indirectly, a ticket through the ticket holder; or
- d) a violation of the GTCs, the sales regulations, the stadium code of conduct and/or any other relevant laws or by- laws; or
- e) any other harmful conduct in connection with the ticket.

This means: if a ticket holder violates any ticket related rules, he will have to take full financial responsibility and pay for any damage, including legal costs that the 2010 FIFA World Cup™ authorities may incur, in managing or resolving the problems caused by the violation.

## 9 Data

The personal data that the Ticket Holders provide to the Ticket Applicant, and that the Ticket Applicant provides to FIFA pursuant to the Sales Regulations and/or the Ticket Transfer Policy will, subject to applicable law, be used, processed, stored, and transferred to third parties designated by FIFA (located both within and outside of South Africa) for purposes relating to Ticket sales and allocation procedures, any relevant safety and security measures and/or rights protection measures in connection with the Event.

## 10 Unforeseen Circumstances

- 10.1 The 2010 FIFA World Cup™ Authorities will not be held liable, no claim will be admissible, and no reimbursement will be made, in the event of the cancellation or modification of the times, dates and/or places of one or more Matches of the Event as a result of a Force Majeure event or any change of teams participating in a Match. A “Force Majeure” event means 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 FIFA or another 2010

- FIFA World Cup™ Authority which delays, prevents the holding of, or causes the cancellation, postponement and/or relocation of, one or more Matches or a substantial part of such a match or matches.
- 10.2 FIFA reserves the right to make alterations or corrections to the times, dates and places of the Matches, or change the teams participating in a Match due to circumstances other than Force Majeure. If FIFA makes a change to the time or date of the Match, the Ticket will be valid for the re-scheduled Match. If FIFA changes the teams participating in a Match, the Ticket will be valid for the Match with the new teams. If a Match is relocated to another venue within South Africa, then procedures will be implemented for the exchange of Tickets for the alternative location to the extent possible.
- 10.3 If any Matches in South Africa are cancelled due to circumstances other than Force Majeure, FIFA will make every effort to refund the face value of each ticket to the Ticket Holder. No other circumstances will give rise to a refund.
- 10.4 Should the Ticket Holder be entitled to a refund for any reason whatsoever, no interest or costs will be due on any monies paid in relation to such a refund. No such refund will exceed the price paid to FIFA for the Ticket. Compensation of further costs and expenses (for example travel or accommodation costs) is excluded. Furthermore, only the Ticket Holder named in the Ticket Application Form will be eligible to apply for any refund. If a refund process is initiated, the Ticket Holder must produce the Ticket for which a refund is sought by the deadline specified by the FIFA.
- 10.5 Due to security concerns, neither FIFA nor its agents will issue duplicate Tickets because duplicate Tickets could result in more spectators entering the Stadium than the Stadium could safely accommodate. Neither FIFA nor its agents will be liable for any lost or damaged Tickets or late delivery caused by malfunction or interruption of mail or delivery services. Treat your tickets with care and keep them in a safe location at all times.
- 11 Miscellaneous
- 11.1 Any information requests relating to Tickets should be addressed to FIFA through the FWCTC at: PO BOX 4928, Cresta, 2118, South Africa. Information will also be provided through .
- 11.2 The GTCs, the sales regulations and the stadium code of conduct are: (a) made available to all ticket holders at ; (b) provided to any person upon request at the contact address and number indicated above; (c) provided to the ticket applicant in order to be distributed by him to every ticket holder receiving tickets through him; and (d) posted at

official ticketing centres. In addition, the stadium code of conduct will be posted at the stadia on match days.

- 11.3 Should any provision(s) of these GTCs be declared void, ineffective or unenforceable by any competent court, the remainder of these GTCs will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 11.4 These GTCs have been drafted in English. Translations of the GTCs are available through , and, upon request, from FIFA at the address set out in Article 11.1. In the event of any discrepancy between the English and translated texts, the English text will be used to solve doubts of interpretation and application.
- 11.5 Certain provisions of these GTCs will be restated in a condensed format so that they may be printed within the small confined space allocated on the back of the Tickets. If there is any doubt regarding the scope or meaning of the condensed provisions on the Ticket backs, the terms of these GTCs will govern.
- 11.6 To ensure continuity of application and clarity, these GTCs will be governed by, and interpreted in accordance with, the laws of South Africa.
- 11.7 To the fullest extent allowed by applicable law, for disputes regarding a Ticket, interpretation of these GTCs, compensation or refunds or attendance at the Event, the parties will seek to resolve such dispute amicably. If the parties fail to reach such amicable solution:
  - i. the Ticket Holder undertakes to, wherever legally possible, exclusively pursue any dispute in the High Court in South Africa, and more specifically in the Witwatersrand Local Division or its successor in title;
  - ii. FIFA and the Ticket Holder submit to the jurisdiction of the Witwatersrand Local Division or its successor in title.

In the event that the 2010 FIFA World Cup™ Authorities bring a matter in the Magistrates' Court, the Ticket Holder submits to the jurisdiction of the Magistrates' Court. Subject to applicable law, FIFA reserves the right to bring any legal action in relation to these GTCs in the local court of the domicile or residence of the Ticket Holder.

## Annex B

### 2010 FIFA WORLD CUP SOUTH AFRICA™

#### TOUR OPERATOR PROGRAMME TICKET SALES REGULATIONS

1. Purpose of these Sales Regulations. These 2010 FIFA World Cup South Africa™ Tour Operator Programme Ticket Sales Regulations (“Sales Regulations”) shall apply to, and govern, the distribution and sales of tickets (“Tickets”) for match(es) (“Matches”) of the 2010 FIFA World Cup South Africa™ (“Event”) through the 2010 FIFA World Cup South Africa™ Tour Operator Programme. The Fédération Internationale de Football Association, through its South African subsidiary 2010 FIFA World Cup™ Ticketing (Pty) Limited (collectively, “FIFA”) has authorized certain tour operators (referred to as “Participating Tour Operators” or “PTOs”) to act as its agent solely in connection with the distribution of Tickets that are in Ticket-inclusive travel packages for the Event (“Ticket Inclusive Travel Packages”). Each such Ticket Inclusive Travel Package must also include overnight accommodation (applicable to all PTOs) and international transportation (applicable to PTOs outside of South Africa only or PTOs within South Africa who have been appointed for Territories outside of South Africa), which are combined by the PTO in the form of travel packages of their own creation sold under their own terms of business. In connection with any transaction related to the acquisition of a Ticket Inclusive Travel Package, FIFA requires the PTO to provide each of its customers who wish to purchase Ticket Inclusive Travel Packages, including you (a “PTO Client”) with a copy of: (a) these Sales Regulations, and (b) the 2010 FIFA World Cup South Africa™ General Terms and Conditions for the Use of Tickets (“GTCs”) which govern the use of the Tickets and admission to the Event stadium. FIFA also requires the PTO to gather from PTO Clients certain personal data in connection with the allocation of Tickets (the same personal data as FIFA collects from other members of the general public who purchase Tickets from FIFA). The format the PTO uses to reflect the personal data will be referred to as a “Ticket Application Form”.
2. Transaction Details. The PTO has an allocation of Tickets that it may sell to PTO Clients in accordance with an agreement between FIFA and the PTO. In accordance with that agreement, upon the PTO’s notification to FIFA of the allocation of TOP Tickets to a PTO Client, FIFA automatically becomes the principal in the sale of the Ticket (but not the other elements of the transaction between the PTO Client and the PTO). This means that FIFA has the right to exercise rights with respect to Tickets pursuant to the Sales Regulations and the Ticket GTCs. However, with respect to all other matters, the PTO Client would still look

to the PTO for assistance or recourse except as identified below. The PTO has been authorized to sell Ticket Inclusive Travel Packages in an all-inclusive package price. The financial terms, conditions and requirements in connection with the transaction are determined between the PTO and the PTO Clients, and FIFA has no involvement in that transaction other than as specifically described in these Sales Regulations. Should a PTO Client have any problem regarding a Ticket Inclusive Travel Package, the PTO Client would need to contact the PTO, not FIFA for resolution of the problem.

3. Acceptance of the Sales Regulations, GTCs and the Stadium Code of Conduct. Each PTO Client irrevocably agrees, acknowledges and undertakes to fully comply with, the Sales Regulations, GTCs and the applicable safety and security measures adopted by the FIFA, the 2010 FIFA World Cup™ Organising Committee South Africa ("LOC"), the 2010 FIFA World Cup Ticketing Center, the FIFA Ticketing Office the stadium management and/or the South African governmental entity(ies) responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors (together "FIFA World Cup Authorities"), which shall be reflected in the stadium code of conduct identified on ("Stadium Code of Conduct") and posted at the stadium in which an Event Match takes place and which is under the control of the FIFA World Cup Authorities on Match day ("Stadium").
4. Completion of Ticket Application Forms. The PTO is responsible for the submission of the Ticket Application Form for each PTO Client to FIFA. Address information provided by the PTO Client should include valid street addresses, not post office boxes. Under certain circumstances, FIFA may determine it is necessary to deliver Tickets directly to PTO Clients. Neither FIFA, the FWCTC, FTO, the LOC nor any other FIFA World Cup Authority shall be held liable for any sort of incorrect entry of information, technical malfunctions of the Internet, failure of computer hardware or software, or lost, incomplete or illegible applications or for failure of other communication systems. Furthermore, neither FIFA nor its agents will be responsible or liable in any way as a result of any late delivery of a Ticket which arises as a result of a failure of and/or interruption of any delivery service.
5. Personal Data. The PTO Client will ensure that the personal data initially required to be provided in the Ticket Application Form is up-to-date at all times. Updates must be provided to the PTO so that the PTO can provide the information to FIFA. The PTO Client acknowledges and agrees that the personal data provided to FIFA pursuant to these Sales Regulations will, subject to applicable law, be used, processed, stored, and transferred to third parties designated by FIFA (located both within and outside of South Africa) for

purposes relating to (i) Ticket sales and allocation procedures, (ii) any relevant safety and security measures, (iii) rights protection measures in connection with the Event. The PTO Client acknowledges his responsibility to obtain the consent of each person identified in the Ticket Application Form to use their personal data to the same extent, and for the same purposes, as described above for the PTO Client. The PTO Clients should be given the opportunity to update, correct, amend their personal data through the PTO. If a Ticket application is cancelled, PTO Clients may request deletion of their personal data by contacting the PTO or the 2010 FIFA World Cup Ticketing Centre through .

6. Age Requirements. PTO Clients must be of legal age to enter into binding contracts.
7. Household Limits. A PTO Client can only receive up to four (4) single Tickets for up to seven (7) Matches per household. If a PTO Client is determined to have been allocated more Tickets than allowed per Match or for more than one single Match on the same Match day, or multiple Ticket applications for the same Match have been submitted through various Ticket sales channels, all Ticket applications from that PTO Client, or allocations to that PTO Client, are subject to cancellation.
8. Distribution of Tickets. If a PTO Client has not received his Tickets within two (2) weeks prior to the first Match of the Event, it is the responsibility of the PTO Client to immediately notify the PTO. Certain Tickets may also be made available at official Ticket centres within South Africa, either to the PTO or to the PTO Client. The PTO should provide the PTO Client with detailed information regarding Ticket delivery and/or pick-up significantly in advance of the first Match.
9. Ticket Applicants with Disabilities. A limited number of Tickets will be made available exclusively for individuals who are unable to attend a Match: (a) without a wheelchair due to their physical disability, and (b) his or her accompanying person ("Companion"). The PTO Client needs to address the requirement of a wheelchair and/or the necessity of a Companion by notifying the PTO prior to allocation of Tickets. Valid proof of disability will be required. PTO Clients with other disabilities requiring specific accommodation recognized by law should contact the PTO regarding their specific requirements, who will in turn contact FIFA.
10. Compliance by Ticket Holders. Each PTO Client shall be fully responsible for ensuring that each person who, directly or indirectly, receives a Ticket through him (a "Ticket Holder") has read, understood, accepted and complies with the GTCs and the Stadium Code of Conduct. For that purpose, the PTO Client will provide such Ticket Holder with a copy of the GTCs and the Stadium Code of Conduct or will direct such Ticket Holder to where the GTCs and

the Stadium Code of Conduct are made available.

11. Seating. Tickets for seats booked under the name of one PTO Client will, wherever possible, be allocated adjacent to one another. Seats may not always be allocated together in the same section.
12. Miscellaneous. Should any provision(s) of the Sales Regulations be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
13. The Sales Regulations have been drafted in English and may be translated by the PTO into another language. In the event of any discrepancy between the English and translated texts, the English text will always prevail and will always be used to solve doubts of interpretation and application.
14. To ensure continuity of application and clarity, the Sales Regulations will be governed by, and interpreted in accordance with, the laws of South Africa. To the fullest extent allowed by applicable law, for disputes regarding a Ticket, interpretation of the Sales Regulations, or attendance at the Event, the parties will seek to resolve such dispute amicably. If the parties fail to reach such amicable solution:
  - a) the PTO Client undertakes to, wherever legally possible, exclusively pursue any dispute in the High Court in South Africa, and more specifically in the Witwatersrand Local Division or its successor in title;
  - b) the PTO, FIFA and the PTO Client submit to the jurisdiction of the Witwatersrand Local Division or its successor in title.

In the event that the FIFA World Cup Authorities bring a matter in the Magistrates' Court, the PTO Client submits to the jurisdiction of the Magistrates' Court. Subject to applicable law, FIFA reserves the right to bring any legal action in relation to the Sales Regulations in the local court of the domicile or residence of the PTO Client.

## Annex C

### 2010 FIFA WORLD CUP SOUTH AFRICA™

#### STADIUM CODE OF CONDUCT

##### 1. Purpose of this Stadium Code of Conduct

This Stadium Code of Conduct has been adopted by the Fédération Internationale de Football Association ("**FIFA**"), the 2010 FIFA World Cup™ Ticketing (Pty) LTD, the 2010 FIFA World Cup™ Organising Committee South Africa ("**LOC**"), the 2010 FIFA World™ Ticketing Centre ("**FWCTC**"), the FIFA Ticketing Office ("**FTO**"), the Stadium management and/or the South African governmental entity(ies) responsible for safety and security in connection with the matches ("**Matches**") of the 2010 FIFA World Cup South Africa™ ("**Event**"), and their respective employees, volunteers, agents, representatives, officers and directors (together the "**FIFA World Cup Authorities**").

This Stadium Code of Conduct ("**Stadium Code of Conduct**") describes the applicable safety and security measures and policies for the conduct of (a) every person using a match ticket ("**Ticket**") to attend a Match ("**Stadium Visitor**") or (b) every person using an entry pass for working purposes issued by the FIFA World Cup Authorities ("**Accreditation**") to such person ("**Accredited Person**") within a stadium in which a Match takes place and which is under the control of the FIFA World Cup Authorities on Match days ("**Stadium**").

##### 2. Notice and Acknowledgement of the Stadium Code of Conduct by the Ticket Holder

This Stadium Code of Conduct remains subject to changes. The most up-to-date and applicable version of this Stadium Code of Conduct is made available on [www.fifa.com](#) and on Match days at the Stadium.

Each Stadium Visitor and Accredited Person agrees and acknowledges that he has read, understood, accepted and will comply with this Stadium Code of Conduct as well as any specific instructions given by any of the FIFA World Cup Authorities. If considered necessary, in addition to this Stadium Code of Conduct, further mandatory instructions may be issued by the FIFA World Cup Authorities in order to prevent or eliminate any risk to life, health or personal belongings.

##### 3. Entry to the Stadium

Stadium Visitors and Accredited Persons shall cooperate with the FIFA World Cup Authorities, by:

- a) producing a Ticket or an Accreditation and, as requested by the FIFA World Cup Stadium Authorities, proof of identity; and

- b) submitting to inspections, body checks and removal of items that are prohibited to use, possess, hold or bring into the Stadium on Match days ("**Prohibited Items**").

Stadium Visitors and Accredited Persons agree and acknowledge to have restricted access to specified areas within the Stadium,

#### 4. Prohibited Items

Unless otherwise authorized by the FIFA World Cup Authorities in writing, Stadium Visitors and Accredited Persons are not permitted to use, possess, hold or bring into the Stadium the following Prohibited Items:

- a) weapons of any kind;
- b) anything that could be used as a weapon or to cut, thrust or stab, or as a projectile, in particular long umbrellas and other unwieldy implements;
- c) bottles, cups, jugs or cans of any kind as well as other objects made from PET, glass or any other fragile, non-shatterproof or especially tough material or Tetrapak packaging, hard cooler boxes;
- d) fireworks, flares, smoke powder, smoke canisters, smoke bombs or other pyrotechnics;
- e) alcoholic beverages of any kind, narcotics or stimulants;
- f) racist, xenophobic cause, charity or ideological concern related materials, including but not limited to banners, signs, symbols and leaflets, objects or clothing, which could impair the enjoyment of the Event by other spectators, or detract from the sporting focus of the Event;
- g) flagpoles or banner poles of any kind. Only flexible plastic poles and so-called double-poles that do not exceed 1 metre in length and 1 cm in diameter and which are not made of inflammable material are permitted;
- h) banners or flags larger than 2m x 1m50. Smaller flags and banners are permitted provided that they are made from material which is deemed "of low flammability" and complies with national regulations and standards;
- i) any sort of animals;
- j) any promotional or commercial, materials, including but not limited to banners, signs, symbols and leaflets, or any kind of promotional or commercial objects, material and clothing;
- k) gas spray cans, corrosive, flammable substances, dyes or receptacles containing substances which are harmful to health or are highly flammable. Standard pocket cigarette lighters are permitted;

- l) unwieldy objects such as ladders, stools, (folding) chairs, boxes, paperboard containers, large bags, rucksacks, suitcases and sports bags. "Unwieldy" is given to mean all objects which are larger than 25cmx25cmx25cm and which cannot be stowed under the seat in the Stadium;
- m) large quantities of paper and/or rolls of paper;
- n) mechanically-operated instruments which produce an excessive volume of noise such as megaphones, hooters or gas-powered horns. Unbranded vuvuzelas are not considered Prohibited Items;
- o) laser pointers;
- p) cameras (except for private use and then only with one set of replacement or rechargeable batteries), video cameras or other sound or video recording equipment;
- q) computers or other devices used for the purposes of transmitting or disseminating sound, pictures, descriptions or results of the events via the internet or other forms of media; and
- r) other objects which could compromise public safety and/or harm the reputation of the Event as assessed at the sole discretion of the FIFA World Cup Authorities.

#### 5. Common Sense Conduct Inside the Stadium

- a) All Stadium Visitors and Accredited Persons shall, at all times during their stay in the Stadium, conduct themselves in a manner so as not to offend, endanger the safety, or unnecessarily hinder or harass other Stadium Visitors and/or Accredited Persons.
- b) All Stadium Visitors must occupy only the seat indicated on their Ticket and shall access it only via the designated entrance unless otherwise directed by the FIFA World Cup Authorities. For security reasons and to avert danger, Stadium Visitors shall move to seats other than those allocated, whether in the same or another section of the Stadium, if instructed to do so by the FIFA World Cup Authorities.
- c) All access stairways and emergency exits must be kept clear at all times to the best possible extent.
- d) All Stadium Visitors and Accredited Persons are requested not to drop litter, packaging or empty containers, but to dispose of such items in the appropriate litter bins inside the Stadium.
- e) Smoking is only permitted in designated areas. In any case smoking will be prohibited in the Stadium stands and in the area around the pitch.
- f) Furthermore, unless otherwise authorized by the FIFA World Cup Authorities, Stadium Visitors and Accredited Persons shall not:

- i. enter the pitch or the area around the pitch;
- ii. stand on seats in the spectator areas or unreasonably obstruct the view of other spectators;
- iii. throw objects or liquids of any kind, particularly in the direction of another person or in the direction of the area around the pitch or the pitch itself;
- iv. start a fire, let off or launch fireworks, flares, smoke powder, smoke bombs or other pyrotechnics;
- v. engage in conduct which expresses racist, xenophobic, cause, charity or ideological concern related views, which could impair the enjoyment of the Event by other spectators, or detract from the sporting focus of the Event;
- vi. act in a way which may be interpreted by others as provocative, threatening, discriminatory or offensive;
- vii. offer for sale or sell goods or Tickets, distribute printed material or make collections;
- viii. create any threat to the life or safety of oneself or others, or harm anyone else in any way whatsoever;
- ix. cause damage to anyone or anything at any time;
- x. climb on or over structures and installations not intended for general use, particularly facades, fences, walls, fencing, barriers, lighting masts, camera platforms, trees, masts of any kind and roofing;
- xi. restrict or impede circulation, footpaths and roadways, entrances and exits to visitor areas and emergency exits, or obstruct or interfere with zones open to traffic;
- xii. access areas (e.g. function rooms, VIP and media areas, etc.) which are closed to the public or for which access is unauthorised (except with proper access passes);
- xiii. write or paint on or affix anything to structural elements, installations or pathways;
- xiv. relieve oneself anywhere other than in the toilets, or litter the stadium by discarding objects such as rubbish, packaging, empty containers, etc;
- xv. record (except for private purposes), transmit, or in any other manner disseminate over the internet or any other media, including mobile devices, any sound, image, description, or result of any event taking place within the Stadium, in whole or in part, or assist any other person(s) conducting such activities;

commercially exploit any photographs or images taken within the Stadium;  
xvi.engage in other activities which could compromise public safety and/or harm the reputation of the Event, as assessed at the sole discretion of the FIFA World Cup Authorities and/or any other legally-authorized persons.

## **Annex D**

2010 FIFA WORLD CUP SOUTH AFRICA™

[Conditions of Carriage of domestic air carriers in SA](#)

**Annex E**

2010 FIFA WORLD CUP SOUTH AFRICA™

SEATING CHART

(CAT01 SEATING IN BLUE SHADING)

