

**HOSPITALITY SALES REGULATIONS
FOR BOOKING VIA WWW.BOOKMYSHOW.COM**

1. Purpose and Applicability of the Sales Regulations

- 1.1. These Sales Regulations outline the terms and conditions which apply to, and govern, the facilitation of sale through the Website and use of Hospitality Packages for the 2018 FIFA World Cup Russia™, which are being made available by Book My Show directly to the Customer via the Website on behalf of Match Hospitality. MATCH Hospitality has authorised Book My Show to act as its sub-agent solely in connection with the facilitation of sale and distribution of Hospitality Packages. MATCH Hospitality has also authorised Book My Show to make Hospitality Packages available for booking via the Website.
- 1.2. By agreeing to purchase any Hospitality Packages from Book My Show, and as a condition of any purchase of any Hospitality Packages from Book My Show, the Customer further irrevocably and unconditionally agrees with MATCH Hospitality (under a separate legally binding agreement) to these Sales Regulations and the Additional Terms. Each Customer acknowledges and agrees that, by (i) completing the Application Process, and (ii) clicking the Acceptance of Terms and Conditions Box, the Customer confirms that it has read, understood and accepts these Sales Regulations and, subject to Section 9, the Additional Terms, and that it agrees to be irrevocably and unconditionally bound by these Sales Regulations and the Additional Terms. For the avoidance of doubt, these Sales Regulations form an integral part, and are a binding component, of any agreement between Book My Show and the Customer in relation to the purchase of Hospitality Packages by the Customer, and by clicking the Acceptance of Terms and Conditions Box the Customer agrees with MATCH Hospitality, under a separate legally binding agreement, to be bound by these Sales Regulations and the Additional Terms. The terms and conditions contained in these Sales Regulations shall, in any case, prevail over any other terms that the Customer may seek to impose or incorporate under its agreement with MATCH Hospitality, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by MATCH Hospitality.
- 1.3. MATCH Hospitality reserves the right to amend the manner in which it sells Hospitality Packages, and reserves the right to amend these Sales Regulations from time to time. Each Sales Agreement will be governed by the Sales Regulations in force at the date on which the Customer completes the Application Process and clicks the Acceptance of Terms and Conditions Box. MATCH Hospitality may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.
- 1.4. All capitalised terms used in these Sales Regulations shall have the meaning ascribed to them in Section 17.

2. Transaction Details

- 2.1. Book My Show has an allocation of Hospitality Packages that it is entitled to make available directly to Customers in accordance with an agreement with MATCH Hospitality.
- 2.2. Other than as specifically described in these Sales Regulations with respect to the Hospitality Packages provided by MATCH Hospitality, the financial and commercial terms, conditions and requirements under which Book My Show makes Hospitality Packages available to the Customer are determined by Book My Show (at its sole discretion) and agreed between Book My Show and the Customer.

- 2.3. The Customer acknowledges and agrees that MATCH Hospitality has no involvement, responsibility or liability for any ancillary service transactions (such as travel, accommodation or other amenities) which the Customer may secure from Book My Show and any such transactions are subject to separate arrangements agreed between Book My Show and the Customer.
- 2.4. Book My Show has the obligation to ensure that: (a) the MATCH Hospitality official prices of the Hospitality Packages are disclosed to the Customer; (b) the Customer is informed that Hospitality Packages can always be purchased separately from any other ancillary services, and Book My Show is prohibited from requiring the Customer to buy any other ancillary services as a condition for the purchase of official Hospitality Packages; and (c) all Hospitality Packages governed by these Sales Regulations will be delivered by Book My Show to the Customer. Customer should promptly contact MATCH Hospitality directly if Book My Show has not acted in compliance with these requirements.
- 2.5. The Customer acknowledges and agrees that the Application Process involves a number of steps including but not limited to: (i) creating an account with the Website, (ii) providing payment details to Book My Show via the Website, (iii) completing and submitting an Order Form to Shankai via the Website, and (iv) clicking the Acceptance of Terms and Conditions Box.

3. [DELETED]

4. The Sales Agreement

- 4.1. Subject to Section 9, each Customer irrevocably agrees, acknowledges and undertakes to comply with:
 - (i) these Sales Regulations;
 - (ii) the Ticket GTCs; and
 - (iii) the Stadium Code of Conduct.

Any other samples, drawings, descriptive matter or advertising issued by MATCH Hospitality or Book My Show (whether or not on the Website), and any illustrations or descriptions of the Hospitality Packages contained in Book My Show' or MATCH Hospitality's catalogues or brochures are issued, displayed or published for the sole purpose of giving an approximate idea of the Hospitality Packages, and shall not, under any circumstance, constitute an offer or public offer by MATCH Hospitality. They shall not form part of the Sales Agreement or have any contractual force.

Book My Show is making available Hospitality Packages to Customers on behalf of MATCH Hospitality. Customer hereby accepts that BookMyShow is an intermediary for the purpose of facilitation of booking of Hospitality Package vide the website and the sale at all times shall be concluded between Customer, and MATCH Hospitality concerning the supply of the Hospitality Package and acknowledges that, based on this direct relationship between MATCH Hospitality and Customer with respect to Hospitality Packages. MATCH Hospitality has the right to exercise any of the rights and remedies with respect to the Hospitality Package, pursuant to these Sales Regulations. The Customer further acknowledges and agrees, however, that MATCH Hospitality has been authorised by FIFA to provide, as an agent for FIFA, a Ticket to the Customer as an integral part of each Hospitality Package and that FIFA, upon MATCH Hospitality's notification to FIFA of the

sale of Hospitality Packages to Customers, automatically becomes the principal in the sale of the Ticket being part of a Hospitality Package. The Customer hereby accepts this direct contractual relationship with FIFA concerning the sale of the Ticket being part of the Hospitality Package and acknowledges that, based on this direct relationship between FIFA and Customer with respect to Tickets, FIFA has the right to exercise any of the rights and remedies with respect to Tickets pursuant to the Ticket GTCs and the Stadium Code of Conduct.

The Customer acknowledges and agrees that Book My Show has no power or authority to make any representations, commitments, promises, guarantees, warranties or undertakings on behalf of MATCH Hospitality and/or FIFA, or to bind MATCH Hospitality and/or FIFA in any way. These Sales Regulations represent the sole and complete statement of the respective rights and obligations of MATCH Hospitality and/ or FIFA only in connection with the supply of the Hospitality Packages.

5. Hospitality Packages

- 5.1. The scope of the services and benefits made available to the Customer by MATCH Hospitality in respect of each Hospitality Package will be outlined in the Product Description. Customer cannot request substitutions for, or alterations to, any Hospitality Package services and benefits. Customers may contact MATCH Hospitality directly with any questions about the Product Descriptions.
- 5.2. The Customer accepts and acknowledges that the scope of the Hospitality Package services and benefits made available to it are subject to such changes as may be required for reasons of public safety and security, or as may be reasonably determined by MATCH Hospitality and/or FIFA, from time to time and communicated to its respective agents and sub agents prior to making the same available on Book My Show. shall notify the Customer of such changes as soon as reasonably possible.
- 5.3. Certain hospitality benefits and/or services may be delivered by MATCH Hospitality in Hospitality Facilities which are located in temporary hospitality structures and/or in the Stadium in respect of which construction may not be completed as at the date the Customer secures the Hospitality Packages from Book My Show. In either circumstance, detailed descriptions of the applicable Hospitality Facility will be provided by MATCH Hospitality as and when practicable.
- 5.4. The Customer and each of its Guests are required to bring with them, on the applicable Match day, both the Ticket and the Hospitality Access Pass to enable them to access a seat to view the Match and to access the Hospitality Facilities, together with any additional or alternative document, pass or form of identification that are notified to the Customer in order for the Customer and each of its guests to access such seats and Hospitality Facilities. In the event that the Hospitality Access Pass and/or the Ticket is to be made available for collection at the venue rather than delivered to the Customer by Match Hospitality or Cutting Edge, the Customer should be notified in advance by Match Hospitality or Cutting Edge as the case may be.
- 5.5. Customers who require special assistance due to a disability (including but not limited to wheelchair seating and/or wheelchair access to Hospitality Facilities and/or a Stadium) must notify Book My Show prior to securing a Hospitality Package. In the event that any Customer subsequently wishes to provide a Hospitality Package to a person who requires any special assistance due to a disability, the Customer shall promptly notify Book My Show as soon as reasonably practical and MATCH Hospitality, having been notified by Book My Show, will use reasonable efforts to provide such special assistance (subject to availability).

- 5.6. The Customer acknowledges and agrees that some Stadiums are not yet at the point of final construction/renovation for the 2018 FIFA World Cup™ and that due to this fact, stadium plans may change between the purchase of a Hospitality Package and the relevant Match. Therefore, if a Customer purchases a Hospitality Package which incorporates the right to use a Suite, and the capacity or the location of the Suite must be changed as a result, the price payable in respect of such Hospitality Package may be subject to a corresponding increase or reduction of the price payable by the Customer. In the event of any reduction, Book My Show should credit the difference to the Customer and if there is any increase the Customer shall pay the additional amount to Book My Show or have the right to receive a refund in respect of the relevant Suite. Book My Show, on behalf of MATCH Hospitality will endeavour to notify the Customer of any required changes as soon as reasonably practicable.
- 5.7. Subject to the Product Description, the Customer acknowledges and agrees that parking passes (i) are subject to availability and final confirmation by MATCH Hospitality (ii) must be specifically requested in writing by the Customer and (iii) will, unless MATCH Hospitality determines otherwise (at its sole discretion), be allocated on the basis of one (1) automobile space per Match for every four (4) Hospitality Packages purchased per Match or one (1) bus space per Match for every forty (40) Hospitality Packages purchased per Match.
- 5.8. The Customer acknowledges that the Hospitality Package price is an all-inclusive price, which includes food, beverage and which may also include gift products, which are not typically served at the Stadium and are not capable of being separately priced or sold as individual servings.

6. [DELETED]

7. Delivery of Hospitality Package Components

- 7.1. Provided the Customer has paid in full for the Hospitality Packages allocated to it, the Customer's Hospitality Access Passes, Tickets, any parking pass and all other applicable Hospitality Package components will be:
- (i) delivered by MATCH Hospitality to Book My Show for onward distribution to the Customer; or
 - (ii) made available for collection by Book My Show for onward distribution to the Customer at MATCH Hospitality customer service centres, in accordance with policies to be established by MATCH Hospitality and notified to the Customer by Book My Show; or
 - (iii) made available for collection at an alternative location if this is notified in advance to the Customer by Book My Show.

The Customer acknowledges and agrees that the delivery or the availability for collection, of Hospitality Package components is subject to the Customer having complied in full with all elements of the Sales Regulations. MATCH Hospitality may, in its sole discretion, elect to deliver Hospitality Packages directly to the Customer.

- 7.2. MATCH Hospitality shall not be responsible on behalf of any Customer or Guest for applying for collecting or providing any travel visa or substitutional permits (including any form of fan identification system such as a fan passport or equivalent document or permit) to enter or exit Russia. The Customer remains responsible at all times for taking care of all general and event-specific requirements relating to their own and their Guests' entry to and exit

from Russia and in relation to their movement inside Russia. These Sales Regulations do not apply to, and do not govern, the application, issuance and use of other personalised identification documents (Fan ID) which, pursuant to Federal Law No. 108-FZ of 7 June 2013 are required by the Russian authorities in connection with the 2018 FIFA World Cup Russia™ or any ancillary event, such as for the purpose of entering or exiting the Russian Federation or access to a Stadium. MATCH Hospitality and FIFA do not assume any liability or responsibility in respect of the application, issuance and use of such identification documents (Fan ID). MATCH Hospitality and FIFA shall incur no liability whatsoever for (i) failure to perform or improper performance of its obligations under these Sales Regulations (except for the cases of willful misconduct) and/or (ii) any damage incurred by the Customer or any Guest in case where such failure to perform or improper performance of obligations took place or the damage was incurred as a result of or in connection with the Fan ID operation (including, without limitation, the development, issuance, support, operation, delivery, verification and use of such Fan IDs irrespective of the person actually performing such operations).

- 7.3. Neither MATCH Hospitality nor Book My Show will be responsible or liable in any way to a Customer or any third party as a result of any late delivery of a Hospitality Package which arises as a result of a failure of and/or interruption to any delivery services or failure, act or omission of any third party supplier or local authority or government department.
- 7.4. The Customer is required to provide Book My Show with a street address as well as the name and contact details of an individual which has been expressly authorised to take delivery of the Hospitality Packages. It is the Customer's responsibility to arrange for an authorised representative to be present at the delivery address to take delivery of every Hospitality Package and to notify Book My Show of any change in the proposed delivery address.
- 7.5. If the Customer has not received the Ticket, Hospitality Access Pass and all other applicable Hospitality Package components at least three (3) weeks prior to first Match of the 2018 FIFA World Cup Russia™, the Customer will immediately notify Book My Show in writing.
- 7.6. Any Ticket, Hospitality Access Pass or parking pass which has become damaged in any way after delivery to, or collection by, the Customer and is, as a consequence, unreadable, may not be accepted for admission to, or use at, a Stadium and/or Hospitality Facility. It is the sole responsibility of the Customer to immediately notify Book My Show, in writing, in the event that any Ticket, Hospitality Access Pass or parking pass is delivered or collected in a damaged condition. In the absence of any such written notification, the relevant Ticket, Hospitality Access Pass or parking pass will be deemed to be undamaged at delivery or collection.
- 7.7. FIFA, MATCH Hospitality and Book My Show shall not be responsible or liable in any way to a Customer or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket, Hospitality Access Pass or parking passes or other Hospitality Package component once received or collected by the Customer.
- 7.8. MATCH Hospitality reserves the right to determine whether to issue replacement Hospitality Access Passes, Tickets or parking passes in the event of any occurrence of the circumstances outlined in Sections 7.5, 7.6 and/or 7.7, and to determine the conditions which may apply to any such replacements. MATCH Hospitality reserves the right to determine the conditions which shall apply to the replacement Hospitality Access Passes, Tickets or Parking Passes in the event of any occurrence of the circumstances outlined in Sections 7.5, 7.6 and/or 7.7.

8. Hospitality Services

The Customer acknowledges and agrees that:

- (i) access to any Stadium and/or Hospitality Facilities is strictly limited to the day of the Match in respect of which a Hospitality Package has been purchased, and to the times indicated by MATCH Hospitality from time to time;
- (ii) the delivery of all hospitality services and benefits in connection with a Hospitality Package are subject to applicable laws. By way of illustration only, and without limitation, it may be that there is a general prohibition on the serving of alcoholic beverages at certain Stadium and/or Hospitality Facilities other than at certain times;
- (iii) MATCH Hospitality retains the right to amend the scope of the Hospitality Facilities and hospitality services and benefits applicable to any Hospitality Package, provided that MATCH Hospitality provides the Customer with replacement hospitality services and benefits of substantially similar or better quality and value;
- (iv) access to Hospitality Facilities will be limited to Customers and Guests who are in possession of an appropriate Hospitality Access Passes; and
- (v) MATCH Hospitality will use reasonable efforts to procure that Tickets which form part of Hospitality Packages which are the subject of a single transaction between the Customer and Book My Show will, wherever reasonably possible, correspond to Stadium seats which are adjacent to each other or in the same block. No guarantees or warranties are provided by MATCH Hospitality that seats will be adjacent to each other or in the same block.

9. Ticket GTCs and the Stadium Code of Conduct

- 9.1. The Ticket GTCs, the Stadium Code of Conduct and these Sales Regulations each form an integral part of the transaction between the Customer and Book My Show, and the Customer irrevocably and unconditionally undertakes and agrees to fully comply with the Ticket GTCs, the Stadium Code of Conduct and these Sales Regulations. The Ticket GTCs and Stadium Code of Conduct comprise the version to which the Customer agrees to be bound at the date the Customer transacts with Book My Show and as amended from time to time. The Customer agrees to accept and comply with any updated version of the Ticket GTCs and Stadium Code of Conduct issued subsequently. Each Customer and Guest who uses a Ticket to enter the Stadium will be deemed to have fully and irrevocably agreed to accept, and comply with, the Stadium Code of Conduct
- 9.2. The Customer further agrees to ensure that its Guests fully comply with the Ticket GTCs, the Stadium Code of Conduct and these Sales Regulations and the Customer, regardless of the Customer's fault, remains primarily liable to MATCH Hospitality for any non-compliance by the Guest. The Customer shall also remain directly liable to FIFA for any non-compliance by it or its Guest(s) of the Ticket GTCs or the Stadium Code of Conduct. It is the Customer's responsibility to notify to each individual Guest in writing of the requirements of the Ticket GTCs, the Stadium Code of Conduct and these Sales Regulations and to ensure full compliance with the same by its Guests.
- 9.3. All of the terms and conditions reflected in the Ticket GTCs and these Sales Regulations with respect to the Stadium to which a Ticket Holder gains access through the use of a Ticket shall also apply to the Hospitality Facilities, in so far as is relevant, to which the Customer gains access through the use of Hospitality Access Pass on Match days.

- 9.4. With respect to a Ticket which comprises part of a Hospitality Package, any reference to the "Ticket Applicant" in the Ticket GTCs shall be considered a reference to the Customer, and any reference to the "Ticket Holder" in the Ticket GTCs shall be considered a reference to the Customer and/or the Guest to whom the Customer provides a Ticket which forms part of a Hospitality Package.
- 9.5. Any measures taken or imposed by a FIFA World Cup™ Authority with respect to any Match, any Ticket or any Stadium shall apply to the Customer and/or its Guests. By way of illustration only, if any Ticket is cancelled or a Customer or Guest is expelled from, or refused entrance to, the Stadium and/or the Hospitality Facilities as a result of a violation of the Ticket GTCs, the Stadium Code of Conduct or these Sales Regulations or as result of any action authorised pursuant to any law or by-law, the Customer and/or the Guest may (without prejudice to any other rights or remedies MATCH Hospitality may have) lose all rights pursuant to its Hospitality Package(s) (including the Ticket component), with no right of refund.
- 9.6. The locations of seats for specific Ticket categories for Matches at the Stadiums are determined by FIFA in its discretion. MATCH Hospitality shall not be responsible or liable in any way to a Customer and/or any Guests in relation to any complaints regarding locations of seats provided the locations of such seats correspond with the correct Ticket category for the particular Match at the relevant Stadium. Product category and seat allocation decisions will not become final until 2018 while Stadium construction/renovation projects are on-going. Any drawings included as part of the Product Description are therefore approximate depictions, not actual and should not be considered definitive. Each Stadium and Match will be configured differently.

10. Data

- 10.1. The Customer agrees that it shall comply with the directives of FIFA and the competent Russian authorities with regard to the provision of individual or personal data for Guests. Not limiting the generality thereof, the Customer shall, in particular, provide MATCH Hospitality, immediately following any request by MATCH Hospitality, FIFA, any Russian authority and/or any third party authorised by FIFA or by the applicable laws, with full details relating to its identity and the identity of each of its Guests, including but not limited to the Guest's name, passport/identity card numbers, nationality and date of birth and such other information and/or data as FIFA or MATCH Hospitality may require from time to time. The Customer agrees, if requested by MATCH Hospitality, to provide each of its Guests with the Ticket specifically allocated, by Ticket number or by block, seat or row number, to such Guest.
- 10.2. In the event that the Customer fails to provide the details set out in Section 10.1, MATCH Hospitality reserves the right (without prejudice to any other rights or remedies MATCH Hospitality may have) to withhold delivery of the Hospitality Packages until such data is provided, to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Stadium and/or any Hospitality Facility to any Customer or Guest for which data has not been provided, with no right to any refund. The Customer acknowledges and agrees that any Ticket and any other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by MATCH Hospitality.
- 10.3. MATCH Hospitality or the FIFA World Cup™ Authority may carry out access controls and inspects at a Stadium. In the event that a Customer or Guest attempts to use a Hospitality Package at a Stadium and/or Hospitality Facility and the personal details of such Customer or Guest do not match the data provided in respect of such Hospitality Package, MATCH

Hospitality or the FIFA World Cup™ Authority expressly reserves the right to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Stadium and/or Hospitality Facility to the Customer or Guest, with no right to any refund. The Customer acknowledges and agrees that any such Ticket and other component of a Hospitality Package(s) may be made available for re-sale by MATCH Hospitality.

- 10.4. The personal data provided to MATCH Hospitality and/or any third party authorised by FIFA pursuant to these Sales Regulations will, subject to applicable law, be used, processed, stored, and transferred to third parties (including but not limited to cross-border transfer) designated by MATCH Hospitality and/or FIFA (located both within and outside of Switzerland) for purposes relating to; (i) Hospitality Package sales and allocation procedures, (ii) any relevant safety and security measures, and (iii) rights protection measures in connection with the Matches. The Customer acknowledges its responsibility to obtain the consent of each Guest to use his personal data for the purposes described above.
- 10.5. Customers may update, correct or amend their personal data by contacting Book My Show in writing.

11. Prohibition on the Resale and Transfer of Hospitality Packages

11.1. The Customer is prohibited from:

- (i) directly or indirectly conducting, allowing, permitting, authorising and/or approving:
- a. any re-sale, or the offering for resale (whether online or offline), and/or
 - b. the exchange or other transfer or assignment of rights (other than the provision to a Guest) (whether online or offline);

of any Hospitality Package, Ticket, Hospitality Access Pass, parking pass or other benefit or service provided in connection with a Hospitality Package, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package;

(ii) directly or indirectly conducting, allowing, permitting or approving:

- a. any re-sale, or the offering for resale (whether online or offline), and/or
- b. the exchange or other transfer or assignment of rights (other than the provision to a Guest) (whether online or offline);

of any Ticket, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package; and

(iii) acting, purporting to act, or advertising its ability to act, as an agent, facilitator or representative of a third party for the purchase, or purported purchase, of Hospitality Packages (or any component of a Hospitality Package) and/or Tickets by the third party.

11.2. The Customer shall ensure that any Hospitality Packages are only used by the Customer itself or by its Guests to which the Customer provides the Hospitality Packages.

- 11.3. The Customer shall ensure that none of its Guests resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Hospitality Package, Ticket, Hospitality Access Pass, parking pass or other benefit or service provided in connection with a Hospitality Package, and that all Guests are informed in writing by the Customer of this prohibition.
- 11.4. Any Customer or Guest who is entitled to use any component of a Hospitality Package must be the same person as the Customer or Guest who uses each of the corresponding components of the relevant Hospitality Package.
- 11.5. At no stage will a Guest become a party to the transaction described under the Sales Regulations or receive any rights under or in connection with the transaction described under the Sales Regulations, or be entitled to any recourse against MATCH Hospitality or FIFA or any FIFA World Cup™ Authority under the transaction described under the Sales Regulations.

12. Use of Hospitality Packages

- 12.1. The Customer expressly acknowledges and agrees that the purchase of a Hospitality Package does not grant the right to, or permit the Customer and/or its Guest(s) to exercise, any marketing, advertising or promotional rights with respect to the 2018 FIFA World Cup Russia™ or any ancillary event, any Match, any national team, player or official participating in the 2018 FIFA World Cup Russia™, FIFA, MATCH Hospitality, the LOC or any other affiliated body or event.
- 12.2. The Customer shall not, and shall ensure that each of its Guests shall not, hold itself out as a sponsor of, or otherwise associate itself or its name, services or products in any manner whatsoever with, the 2018 FIFA World Cup Russia™ or any ancillary event, any Match, any national team, player or official participating in the 2018 FIFA World Cup Russia™, FIFA, MATCH Hospitality, the LOC or any other affiliated body or event.
- 12.3. The Customer shall not, and shall ensure that each of its Guests shall not, before, during and after the 2018 FIFA World Cup Russia™:
 - (i) use a Hospitality Package or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;
 - (ii) conduct any promotional, advertising or marketing activity in connection with the 2018 FIFA World Cup Russia™ or any ancillary event, any Match, any national team, player or official participating in the 2018 FIFA World Cup Russia™, FIFA, MATCH Hospitality, the LOC or any other affiliated body or event; or
 - (iii) conduct any activity which MATCH Hospitality or FIFA reasonably believes may lead to an association between the Customer, its Guest and/or the Customer's or its Guests' name, services or products and the 2018 FIFA World Cup Russia™ or ancillary event, any Match, any national team, player or official participating in the 2018 FIFA World Cup Russia™, FIFA, MATCH Hospitality, the LOC or any other affiliated body or event.
- 12.4. The Customer shall not, and shall ensure that each of its Guests shall 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 2018 FIFA World Cup Russia™) which may be inferred by the public as identifying with FIFA, the 2018 FIFA World Cup Russia™ 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 2018 FIFA World Cup Russia™) or the development, use or registration of the year 2018 in connection with the Russian Federation, or any similar indicia or derivation of such terms or date in any language.

- 12.5. The Customer shall not, and shall ensure that each of its Guests shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into a Stadium or Hospitality Facility, including any banner, sign or leaflet for the purposes of display or distribution. By way of illustration only, the Customer and each of its Guests shall refrain from wearing, in any Stadium or Hospitality Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Customer and/or its Guest(s) and which is intended to be worn as part of a group wearing the same or similar clothing in a way which MATCH Hospitality or FIFA may regard as the conduct of a promotional, advertising or commercial activity.
- 12.6. The Customer shall not, and shall ensure that each of its Guests shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at any Stadium or Hospitality Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by any FIFA World Cup™ Authority or, at the entrance of and within a Hospitality Facility, MATCH Hospitality, and any person engaging in such activities is subject to ejection from the Stadium and/or Hospitality Facility.
- 12.7. The Customer agrees and acknowledges that any violation by Customer and/or its Guests of the terms relating to the use of Hospitality Package pursuant to Clauses 12.1 to 12.6 above represents a material breach of these Sales Regulations by Customer. In such case:
 - (i) Book My Show is entitled to terminate with immediate effect the transaction with the Customer for the purchase of Hospitality Packages pursuant to Section 15.2 below;
 - (ii) FIFA is entitled to exercise its rights pursuant to Sections 15.3 and 15.4 below; and
 - (iii) the Customer agrees and acknowledges to be directly liable to FIFA under the Ticket sales agreement pursuant to Section 4.2 above for any direct and indirect damages suffered by FIFA, including but not limited to consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

13. Acceptance of Risk, Limitations on Liability, Customer and Guest Responsibilities

- 13.1. The following limitations of liability apply with respect to all Hospitality Package components, including, but not limited to, Tickets.
- 13.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING ANY MATCH OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST MATCH HOSPITALITY, BOOK MY SHOW AND THE FIFA WORLD CUP™ AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE STADIUM AND THE OTHER SITES. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO

ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES, LOSSES, COSTS, EXPENSES, CLAIMS OR FEES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF MATCH HOSPITALITY, BOOK MY SHOW OR A FIFA WORLD CUP™ AUTHORITY.

- 13.3. SUBJECT TO SECTION 13.5 BELOW, MATCH HOSPITALITY, BOOK MY SHOW AND EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE "FIFA WORLD CUP™ AUTHORITIES" HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE 2018 FIFA WORLD CUP RUSSIA™. NEITHER MATCH HOSPITALITY, BOOK MY SHOW OR ANY FIFA WORLD CUP™ AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER FIFA WORLD CUP™ AUTHORITY OR MATCH HOSPITALITY OR BOOK MY SHOW. MATCH HOSPITALITY, BOOK MY SHOW AND EACH FIFA WORLD CUP™ AUTHORITY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.
- 13.4. SUBJECT TO SECTION 13.5 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MATCH HOSPITALITY SHALL NOT BE LIABLE TO THE CUSTOMER AND/OR ANY GUEST FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR ANY BREACH OF THE SALES REGULATIONS AND THE MAXIMUM LIABILITY OF MATCH HOSPITALITY TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SALES REGULATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID FOR HOSPITALITY PACKAGES BY THE CUSTOMER TO MATCH HOSPITALITY IN RESPECT OF THE SALES AGREEMENT.
- 13.5. NOTHING IN THE SALES AGREEMENT WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER OR GUEST OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY A FIFA WORLD CUP™ AUTHORITY, MATCH HOSPITALITY, BOOK MY SHOW OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 13.6. THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THE USE OF ITS TICKET AND/OR HOSPITALITY ACCESS PASS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST INDEMNIFIES AND HOLDS HARMLESS MATCH HOSPITALITY, BOOK MY SHOW AND THE 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:
- (i) ITS MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS; OR
 - (ii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY A MINOR IF THE TICKET AND/OR HOSPITALITY ACCESS PASS WAS PROVIDED BY THE CUSTOMER; OR
 - (iii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET AND/OR HOSPITALITY ACCESS PASS THROUGH IT; OR
 - (iv) A VIOLATION OF THE TICKET GTCS, THESE SALES REGULATIONS, THE STADIUM CODE OF CONDUCT AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR

- (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET AND/OR HOSPITALITY ACCESS PASS.

THIS MEANS THAT IF A CUSTOMER OR ANY GUEST VIOLATES ANY TICKET AND/OR HOSPITALITY ACCESS PASS RELATED RULES, THE CUSTOMER MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT MATCH HOSPITALITY, BOOK MY SHOW AND/OR THE FIFA WORLD CUP™ AUTHORITIES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

- 13.7. THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE HOSPITALITY PACKAGES (INCLUDING, WITHOUT LIMITATION, TRAVEL AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER AND EACH GUEST AT THEIR OWN RISK AND MATCH HOSPITALITY SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE CUSTOMER AND ANY GUESTS.

14. Unforeseen Circumstances

- 14.1. If a Match is rescheduled or relocated owing to a Force Majeure Event, MATCH Hospitality shall use reasonable efforts to arrange for corresponding hospitality services and benefits to be provided at the rescheduled or relocated Match, but will have no obligation to do so. MATCH Hospitality reserves the right to make alterations to the times, dates and locations in connection with the delivery of hospitality benefits and services as a result of any such unforeseen circumstances.
- 14.2. Regardless of the availability of hospitality services and benefits, the rescheduling or relocation of any Match owing to a Force Majeure Event or another circumstance outside the control of MATCH Hospitality does not affect the validity of any Ticket for that Match (other than as specified in the Ticket GTCs). Tickets are exclusively governed by the Ticket GTCs with respect to the rescheduling or relocation of any Match.
- 14.3. If a Match or any part thereof is cancelled due to a Force Majeure Event (including but not limited to a safety and security concern or a decision made by FIFA, the LOC or any other FIFA World Cup™ Authority or the disqualification or withdrawal of a team), MATCH Hospitality shall refund to Book My Show a portion of the price of each affected Hospitality Package, such refund to be determined by reference to the prevailing circumstances (and to be subject to the deduction of all unrecoverable costs). Any such refund shall constitute the sole and exclusive remedy to which Book My Show is entitled. Book My Show should provide the benefit of the refund to the Customer.
- 14.4. The cancellation of any Match or part thereof due to a Force Majeure Event (including but not limited to a safety and security concern or a decision made by FIFA, the LOC or any other FIFA World Cup™ Authority, or the disqualification or withdrawal of a team) does not affect the validity of any Ticket for that Match (other than as specified in the Ticket GTCs). Tickets are exclusively governed by the Ticket GTCs with respect to the cancellation of any Match.

15. Termination

- 15.1. The Customer agrees and acknowledges that, in the event of a violation or breach of any term of the Ticket GTCs, these Sales Regulations, the Stadium Code of Conduct or any other

relevant laws or by-laws, MATCH Hospitality shall, in addition to all other rights and remedies that MATCH Hospitality may have, retain the right to:

- (i) terminate the agreement for the provision of Hospitality Packages in whole or in part immediately without further notice;
- (ii) render null and void any applicable Hospitality Access Pass;
- (iii) enforce FIFA's termination of the sale of the Ticket being part of the Hospitality Package and FIFA's right to render null and void the Ticket(s) comprised in the Hospitality Package;
- (iv) refuse entry into the Stadium and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Stadium and/or Hospitality Facility;
- (v) enforce these Sales Regulations and/or claim damages; and/or
- (vi) notify governmental authorities of a violation of the provisions of the Ticket GTCs, these Sales Regulations, Stadium Code of Conduct, and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

15.2. The Customer agrees and acknowledges that, in the event of a violation or breach of any term of the Ticket GTCs, or the Stadium Code of Conduct or any other relevant laws or by-laws, FIFA, or MATCH Hospitality acting on FIFA's behalf, shall, in addition to all other rights and remedies that FIFA may have, retain the right to:

- (i) terminate, in whole or in part, the direct agreement between FIFA and the Customer concerning the sales of the Ticket being part of the Hospitality Package;
- (ii) cancel, or render null and void, any Ticket being part of the Hospitality Package; and/or
- (iii) refuse entry into the Stadium and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Stadium and/or Hospitality Facility.

15.3. The Customer agrees and acknowledges that:

- (i) MATCH Hospitality shall be entitled to terminate, in whole or in part, the agreement for the provision of Hospitality Packages if FIFA has exercised any of its rights set out in Section 15.3 above; and
- (ii) FIFA shall be entitled to terminate the direct agreement between FIFA and the Customer concerning the sale of a Ticket being part of the Hospitality Package if MATCH Hospitality has exercised any of its rights set out under Section 15.2 above.

15.4. In addition to laws applicable in other countries, the Russian or Swiss governments may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets or Hospitality Access Passes in violation of the Ticket GTCs, these Sales Regulations, the Stadium Code of Conduct, or any other relevant laws or by-laws. Customers and their Guests are advised to obtain information about applicable laws relating to Tickets and Hospitality Access Passes.

16. Miscellaneous

- 16.1. Should any provision(s) of these 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.
- 16.2. These Sales Regulations (together with its component parts) has been drafted in Cantonese and English. The Ticket GTCs may be translated into the three (3) other official FIFA languages and Russian, and made available through FIFA.com. In the event of any discrepancy between the English and other language version of these Sales Regulations and the GTCs, the English text will prevail and will be used to resolve all questions of interpretation and application.
- 16.3. Certain provisions of the Ticket GTCs and these Sales Regulations may be restated in a condensed format so that they may be printed, respectively, within the confined space allocated on the back of each Ticket and the Hospitality Passes. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket GTCs as located on the reverse side of any Ticket and these Sales Regulations as located on the reverse side of any Hospitality Passes, the full terms of the Ticket GTCs and these Sales Regulations will apply and will prevail over the condensed provisions.
- 16.4. MATCH Hospitality reserves the right to refuse (at its sole discretion) the purchase of Hospitality Packages by Customers who are the subject of football match banning orders or who are identified by FIFA as being prohibited from any such purchase.
- 16.5. If there is any inconsistency between the provisions of these Sales Regulations and the Ticket GTCs with respect to any matter pertaining to the use of a Ticket at a Stadium, the Ticket GTCs shall apply and will prevail over the terms of the Sales Regulations.
- 16.6. These Sales Regulations and the Ticket sales agreement with FIFA pursuant to Section 4.2 above will be governed by, and interpreted in accordance with, the substantive laws of Switzerland and to the exclusion of the Vienna Convention on the International Sale of Goods.
- 16.7. To the fullest extent allowed by applicable law, and in the absence of amicable settlement, any disputes arising out of or in connection with these Sales Regulations and/or the Ticket sales agreement with FIFA pursuant to Section 4.2 above shall, unless otherwise determined by MATCH Hospitality or FIFA (if applicable), be resolved exclusively by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force at the time when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3). The seat of arbitration shall be Zürich, Switzerland. The arbitral proceedings shall be conducted in English.
- 16.8. The Customer agrees to indemnify and hold harmless MATCH Hospitality and Book My Show and the FIFA World Cup™ Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:
 - (i) any claim by any Guest against MATCH Hospitality (or Book My Show) or a FIFA World Cup™ Authority in connection with any purported breach by MATCH Hospitality of these Sales Regulations;

- (ii) any activity conducted by the Customer or any of its Guests which causes damage to MATCH Hospitality (or Book My Show) or a FIFA World Cup™ Authority or to the enjoyment of Hospitality Packages by any other Customer or Guest; and
 - (iii) any activity conducted by the Customer or any of its Guests which infringes the intellectual property rights of MATCH Hospitality and/or FIFA.
- 16.9. A notice under or in connection with these Sales Regulations must be in writing and must be delivered personally or sent by overnight mail delivery service or by fax or by PDF attached to an email to the party due to receive the notice at its address or to another address specified by the receiving party by written notice to the other party.
- 16.10. These Sales Regulations shall not be amended or modified, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both MATCH Hospitality and the Customer.

17. Definitions

"Acceptance of Terms and Conditions Box" means the tick box located on the Website which reads substantially as follows: "I hereby accept and will comply with the Book My Show Sales Regulations, the MATCH Hospitality Sales Regulations, Additional Terms and other requirements of the Application Process."

"Additional Terms" means the Ticket GTCs and the Stadium Code of Conduct (as amended from time to time).

"Application Process" means the online application process under which the Customer applies for Hospitality Packages on the Website.

"Customer" means any legal entity or individual who purchases a Hospitality Package from Book My Show.

"FIFA" means the Fédération Internationale de Football Association (FIFA), the world governing body of Association Football.

"FIFA World Cup™ Authority" means any out of FIFA, the LOC, the FIFA Ticketing Centre, the FIFA Ticketing Office, the Stadium management and/or any Russian governmental entity responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors.

"Force Majeure Event" shall mean any event or circumstances which is beyond the control of MATCH Hospitality, FIFA, the LOC or another FIFA World Cup™ Authority including but not limited to 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 requirement, whether operational, organisational or other, of any FIFA World Cup™ Authority.

"Guest" means any individual invited by the Customer and to whom a Customer provides a Hospitality Package which has been sold to the Customer by Book My Show.

"Hospitality Access Pass" means the pass, badge, wristband or other device issued by MATCH Hospitality which identifies the holder and will seek to entitle the holder (being only the Customer or a Guest) to access Hospitality Facilities.

"Hospitality Facility" means any location or facility at the site of a Stadium to which Customers and Guests are admitted, by virtue of the rights afforded by a Hospitality Package, to enjoy the provision of official 2018 FIFA World Cup Russia™ hospitality services and benefits.

"Hospitality Package" means any official hospitality package created by MATCH Hospitality and sold by Book My Show comprising a Ticket and certain Match-day hospitality benefits and services to be provided at any Hospitality Facility in connection with the 2018 FIFA World Cup Russia™. Hospitality Packages do not include services or benefits provided other than at a Hospitality Facility, such as (without limitation) ground transportation, air travel or accommodation services.

"LOC" means the Autonomous Non-profit Organisation "Organizing Committee Russia 2018" Russia.

"Match" means any football match comprising one of the sixty-four (64) matches scheduled to comprise the 2018 FIFA World Cup Russia™ football tournament.

"MATCH Hospitality" means the branch of MATCH Hospitality AG in the city of Moscow, 12 Presnenskaya naberezhnaya, Moscow, 123317, the Russian Federation.

"Product Description" means the description of each Hospitality Package, or series of Hospitality Packages which are the subject of any transaction between the Customer and Book My Show.

"Sales Regulations" means these regulations governing the sale through the Website and use of Hospitality Packages.

"Book My Show" means Big Tree Entertainment Private Limited of Ground Floor, Wajeda House, Gulmohar Cross Road No. 7, Juhu Scheme, Mumbai, India 400049

"Suite" means an elevated box or suite which is customarily an enclosed private or collective compartment inside the Stadium, with direct access to guests' seats, which are separated from other seats in the Stadium.

"Stadium" means any stadium (including the entire surrounding and adjacent areas which are under the control of FIFA) at which a Match takes place.

"Stadium Code of Conduct" means the applicable safety and security measures adopted by FIFA, the LOC or any other FIFA World Cup™ Authority as reflected in the Stadium-specific code of conduct (and which shall be provided by FIFA from time to time).

"Team Specific Hospitality Package" means any Hospitality Package which forms part of a single or a series of Hospitality Packages which are designed to permit the Customer to follow a specific team through the extent of its participation in the final competition of the 2018 FIFA World Cup Russia™.

"Ticket" means any physical device (in whatever form FIFA may decide) which is issued by FIFA (or a third party authorised by FIFA) and which entitles its holder to access the Stadium on a Match day and to view a Match "live" and in person from a seat.

"Ticket GTCs" means the 2018 FIFA World Cup Russia™ General Terms and Conditions for the Use of Tickets, representing the general terms and conditions issued by FIFA which apply to the use of any and all Tickets, which are, among others, binding on, and enforceable against, any

person purchasing, holding or using a Ticket, including any Ticket being part of a Hospitality Package.

“**Website**” means www.bookmyshow.com where potential Customers can purchase Hospitality Packages from Book My Show.