

TERMS AND CONDITIONS OF BOOKING

Contract Ref #: FWC18/Online International

These Terms and Conditions apply between the client (“**You**”) and MATCH Accommodation AG (“**us**”) acting in the territory of the Russian Federation through the Branch of MATCH Accommodation AG in the city of Moscow registered at: 12 Presnenskaya Naberezhnaya, Moscow 123100 (TIN 9909449840, State Accreditation Number 10160000565), doing business under the business name of “MATCH Accommodation 2018” (“**us**”) and relate to the booking of hotel rooms (“**Hotel Rooms**”) and the provision of additional benefits and services provided by us (“**MATCH Accommodation Additional Services**”) in connection with the 2018 FIFA World Cup Russia™ (“**The Event**”).

You confirm that you agree to book Hotel Rooms directly from us via our website <http://hotels.fifa.com/> in accordance with these Terms and Conditions.

1. 1. APPLYING FOR AND BOOKING THE HOTEL ROOM(S)

- 1.1. You acknowledge and agree that the online application process to apply for Accommodation (the “**Application Process**”) involves a number of steps including (i) providing payment details to us (ii) completing, checking and submitting the online booking summary and payment page (the “**Booking Summary**”) and (iii) clicking the box accepting the Terms and Conditions.
- 1.2. When applying for Accommodation via the Application Process you should carefully check and approve your Booking Summary before proceeding and ensure that all Accommodation you wish to purchase (the “**Client Rooms**”) is correctly identified.
- 1.3. Your completion of the Application Process and submission of your Booking Summary constitutes your offer to purchase the Client Rooms. The confirmation of your offer by us depends on several aspects, such as, without limitation, the number of Client Rooms available, payment by you of the total amount payable as set out on the Booking Summary and the correct and complete provision by you of all information required under the Application Process. If we confirm your offer, we will e-mail you a confirmation with full details of your confirmed Client Rooms (the “**Confirmed Rooms**”) and the amount paid (the “**Order Confirmation**”). For the avoidance of doubt you agree that payment in full for the Confirmed Rooms will be taken by us prior to e-mailing you the Order Confirmation.
- 1.4. You are responsible for correctly completing and providing all information required under the Application Process including the full completion and submission of the Booking Summary. We reserve the right to reject any applications which are incomplete or incorrect. We shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost or incomplete applications or failure to communicate with you by e-mail due to the non-acceptance or delivery failure of the Order Confirmation by your e-mail.
- 1.5. If the Booking Summary is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Booking Summary and clicks the acceptance of the Terms and Conditions box represents and warrants that he/she has the legal capacity and authority to bind the company/legal entity indicated in the Booking Summary. Furthermore, you represent that you are of legal age to enter into binding agreements.

2. PAYING FOR THE HOTEL ROOM(S)

- 2.1. **The Confirmation Total:** You agree to be invoiced in Euros “EUR” and to pay in EUR for the total amount set out in the Booking Summary (“**Confirmation Total**”) and as invoiced by us and payable by you in EUR in accordance with these Terms and Conditions. We acknowledge that this amount shall include all applicable taxes, duties, levies and charges at the prevailing rate, except the migration registration fee if applicable (charged independently to international visitors by the hotel per person per stay).

Amounts invoiced by MATCH under these Terms and Conditions are not subject to VAT in accordance with the point 3 article 143 of the Tax Code of the Russian Federation.

- 2.2. **Payment Currency:** Payment must be made in EUR. The Confirmation Total appearing on the Booking Summary will be specified in Russian Roubles (“RUB”)

- 2.3. **The Foreign Exchange (FX) Rate:** In order to ascertain the EUR amount due for the Confirmed Rooms, we will identify the relevant RUB value due and apply the RUB/EUR foreign exchange rate (“FX Rate”) as follows:

- a. The FX Rate will be determined by (i) identifying the daily RUB/EUR rates for the previous business week; (ii) calculating the average of the above rates to establish a single average daily rate for the previous business week; and (iii) increasing the above average amount by three percent (3%) – such addition representing an amount to cover our currency risk and conversions costs.

The RUB/EUR daily rates will be derived from the Central Bank of Russia (<http://www.cbr.ru/>).

- b. The applicable FX Rate will be calculated each Monday on a weekly basis and will be available upon request. The FX Rate will be applied to all invoices issued from Monday of that week and will remain in force for a period of seven (7) days.
- c. If for any reason the relevant rates are not published by the Central Bank of Russia, we reserve the right to use an alternative data source but will apply the same principles as those outlined above. We also reserve the right to adjust the EUR price payable in the event of error or miscalculation of the published RUB/EUR daily rate.

- 2.4. **Incidental Charges:** The Confirmation Total does not cover, and we shall not under any circumstances be responsible for, any incidental charges incurred by or on behalf of the person(s) using the Confirmed Rooms, including but not limited to room service, food and beverage (unless expressly included), laundry services, telephone calls and all corresponding service charges and taxes. You or your guests may therefore be required by the Hotel upon check-in (arrival) to guarantee payment of incidental charges with a major credit card or cash deposit.

- 2.5. **Hotel Rooms and MATCH Accommodation Additional Services:** The Confirmation Total comprises payment for both the Hotel Rooms reserved for you and the MATCH Accommodation Additional Services that we provide and which are identified in Section 2.7 below. The MATCH Accommodation Additional Services are an integral element of our

business structure and of the services we provide. Hotel Rooms are not available from us without their inclusion. In completing and submitting your Booking Summary, you acknowledge and confirm your wish to reserve both Hotel Rooms and MATCH Accommodation Additional Services from us.

- 2.6. **State Regulation:** Hotel Rooms included within each Confirmation are provided by us at prices that are in compliance with Russian Federation Government Resolution No. 89 of February 10 2016 *“On State Regulation of the Cost of Hotel Service within the Constituent Entities of the Russian Federation in which Sporting Competitions of the 2018 FIFA World Cup and the 2017 FIFA Confederations Cup will be Held”* and which form part of the confirmation total.
- 2.7. **MATCH Accommodation Additional Services:** MATCH Accommodation Additional Services comprise certain services and benefits which we **and not the hotel** provide and which prices form part of the Confirmation Total. The MATCH Accommodation Additional Services include:
- (i) **“Check In Guarantee”** – We and our corporate group have entered agreements with hotels which include a penalty in the event the hotel does not provide the purchased inventory to our guests. These penalties facilitate the highest inventory fulfilment level and acts as our *“Check In Guarantee”* mechanism.
 - (ii) **24 hours / 7 days Support Number** – Clients are provided with a MATCH Accommodation 2018 contact number which can be contacted 24 hours a day and 7 days a week throughout the tournament period. Any issues with the provision of your accommodation can be reported at your earliest convenience in order for us to assist in the problem’s resolution.
 - (iii) **Emergency Ground Support** – in emergency situations, our staff can be deployed to certain designated hotels to assist and co-ordinate resolution of issues.
 - (iv) **Part Refund Process** – This benefit is detailed in Section 2.11 below and identifies a significant and unique advantage of reserving accommodation through us.
 - (v) **Online Support Services** – all clients have access to our online website for the purchase of inventory, and additional group sales customers (on request) are provided with access to our AMS client portal to assist in the management and the fulfilment of their accommodation purchases. Please contact our Sales Team for more details on AMS.
- 2.8. **Payment Schedule:** you agree to pay in full (in EUR in accordance with these Terms and Conditions) the Confirmation Total for all Confirmed Rooms upon your submission of Booking Summary (the **“Total”**).
- 2.9. **Payment Arrangements:** your payments to us shall be made online. Online payment shall be available for those credit cards identified as being accepted by MATCH.
- 2.10. **eVouchers:** We shall provide you with electronic vouchers (we shall notify you when electronic vouchers will be available to you online) that specify the details of the Confirmed Rooms together with the name(s) of the allocated guest(s) and which shall provide evidence of your reservation with the Property and which you must print-out and present to the Property upon check-in (**“eVouchers”**). Guests presenting their eVouchers

upon check-in will be required by the Property to provide proof of identification to ensure that this matches the name details appearing on the eVoucher. In the event that you cancel your Confirmed Rooms after the eVoucher has been sent to you, then your eVoucher shall be invalidated by us immediately.

- 2.11. **Potential Change of Price:** We are designated as FIFA Accommodation Services Provider and Coordinator and as such may be eligible to receive a refund / partial refund of the Russian VAT charged by the hotel to us for the provision of accommodation in respect of the 2018 FIFA World Cup™ and related events.

In this regard the Total, payable within the deadlines indicated in the Section 2.8, shall be considered preliminary and may be decreased as stipulated by this Section in the event we obtain the refund of the above VAT amounts from the budget of the Russian Federation (“**Change of Price**”).

In the event we receive a VAT refund from Russian budget and decide to decrease the Total, we will calculate the possible amount of the decrease (and will determine the procedure of the calculation) to be applied as a discount on your online Booking Summary and we will process the resulting refund to the bank card used to make the initial online payment.

Should this bank card not be valid at the time we try to process the refund, we will contact you in order to receive new bank card details from you to process the refund. In such case, if no new bank card details were provided by you within 3 (three) months from the date we requested new bank card details, MATCH would be unable to process the refund.

For the avoidance of doubt, the Change of Price shall relate to the Hotel Room prices and may not relate to prices for MATCH Accommodation Additional Services.

3. CANCELLING THE HOTEL ROOM(S)

- 3.1. **Cancelling Confirmed Rooms after the receipt of the Order Confirmation:** Depending on when you cancel the Confirmed Room, you will become liable to pay the Processing Fees or Cancellation Fees as set out in Sections 3.2 and 3.5 below, as applicable (the “Cancellation Fee”).
- 3.2. **The Processing Fee:** On each occasion you cancel Confirmed Rooms up to and including 19 March 2018 (whether it is a partial cancellation or a full cancellation) you shall pay to us a processing fee of EUR 30.00 (the “**Processing Fee**”). For any Confirmed Rooms you cancel in any Property after 19 March 2018, you will pay the Cancellation Fee indicated in Section 3.5.
- 3.3. **Contract Value:** The contract value shall be the total value in RUB for the Confirmed Rooms as specified in the relevant Booking Summary (“**Contract Value**”).
- 3.4. In the event of partial cancellation of your Order Confirmation, the Confirmed Rooms that you retain must comply with any applicable minimum stay requirements identified during the Application Process.

- 3.5. **The Cancellation Fee:** Depending on when your cancellation is made online, you will be liable to pay a Cancellation Fee as follows.
- a. Up to 19 March 2018 inclusive, you may cancel any or all of the Confirmed Rooms without charge, other than the Processing Fee;
 - b. After the 19 March 2018, the booking of all Confirmed Rooms shall be FINAL and you shall pay one hundred percent (100%) of the Contract Value for any Confirmed Room which is cancelled;
- 3.6. **Reduction of Rooms:** Provided you comply with your payment obligations in accordance with these Terms and Conditions, do not commit a serious breach of contract we shall not have any right to reduce the number of Confirmed Rooms once we have confirmed the Confirmed Rooms available to you.

4. INVOICES

The appropriate invoices shall be raised in EUR and provided to you by e-mail once the Order Confirmation has been sent to you. You may request duplicate copies of such invoice by contacting us directly at the address provided below at Section 5.10.

5. MISCELLANEOUS

- 5.1. **Our liability to you:** In order to supply the Hotel accommodation under these Terms and Conditions we have contracted with third party suppliers which we will take reasonable care and skill to ensure are reputable. Our role after that point is to secure your booking at the Hotel and although we will try to resolve matters where the Hotel has not complied with any of its obligations, we emphasise that we do not have control over or responsibility for the actual services provided to you by the Hotel or for the actions of it or its employees.
- 5.2. We do, however, accept liability where we or our staff, have not properly performed our contracted obligations except where such failure / improper performance arose:
- a. due to the acts and / or omissions of the person(s) affected;
 - b. due to acts and / or omissions of a person unconnected with the provision of your contracted services and in circumstances beyond our control;
 - c. due to any event which was beyond our control and which we or the supplier of the service could not have forestalled or foreseen even with all due care.

Therefore, we shall not be liable for any loss, costs, expenses, fines, liabilities, direct or indirect damage, including any extrinsic, special, penal, punitive, exemplary or consequential damage or damages of any kind whatsoever ("**Damage**") or howsoever caused in connection with your use of the Client Rooms even if they are caused by our negligence (including gross negligence), unless we are in breach of a material contractual duty. We shall not be liable in the event of gross negligence of the Hotels as our suppliers

unless there is a breach of a material contractual duty under these Terms and Conditions and the Order Confirmation.

We shall not be liable for any Damages that are untypical and unforeseeable under these Terms and Conditions and the Order Confirmation.

- 5.3. **Your liability to us:** Although we arrange your reservation with the Hotel(s), we cannot be held responsible for the acts and omissions of yours and of any guests who use the Confirmed Rooms allocated to you. In the event of any claim, cost or expense arising against us in respect of any such act or omission including any claim initiated against us by any of your guests who use the Confirmed Rooms, you confirm that you will fully indemnify us and bear the responsibility for this, either by settling and paying for such claims, fines, costs or expenses or, if you dispute any such claim, fine, cost or expense, that you will be responsible for the costs arising in defending such a claim including our own reasonable costs (if any).
- 5.4. **Warranty:** Except to the extent otherwise expressly provided for in this Section 5.4, and to the extent permissible by law, 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. Your primary rights in the event the Hotel services are not performed properly in accordance with these Terms and Conditions and the Confirmation and the Revised Confirmation, shall be our assigning of our warranty claims, if any, against the respective Hotel to you. In any case the warranty shall be limited to the Hotel services being in accordance with the specification given by us.
- 5.5. **Amendments:** Neither we nor you may alter these Terms and Conditions without the other's prior written agreement.
- 5.6. **Term and Termination:** These Terms and Conditions shall apply to all transactions between us in connection with the Event. You may terminate these Terms and Conditions by notice in writing in the event that we commit any serious breach of its material terms and fail to remedy such breach within five (5) business days. We shall be entitled to recall any or all Confirmed Rooms by notice in writing to you and to apply the Cancellation Fees and Processing Fees referred to at Sections 3.2 and 3.5 above if: (a) you commit an irremediable breach, or a remediable breach and fail to remedy it within fifteen (15) days of receipt of notice of said breach requiring remedy of same; (b) you make any voluntary surrender or arrangement with your creditors or become subject to an administrative order or (being an individual or firm) are sequestered or become bankrupt or (being a company) go into provisional or final liquidation or placed under judicial management (otherwise than for the purpose of solvent amalgamation or reconstruction) or are placed under any other similar or replacement regime covered from time to time by Swiss insolvency law or cease or threaten to cease to carry on business or an encumbrancer takes possession or a receiver is appointed to any of your property or assets or if we reasonably apprehend that any such event is about to occur and notify you accordingly.
- 5.7. **Waiver:** None of these Terms and Conditions may be waived except with the express written consent of the party or parties who is going to be bound by the waiver. Neither your rights nor our rights under these Terms and Conditions will be deemed to have been waived by any act or conduct on either your or our part, or by any neglect to exercise or enforce such right or power or by any delay in doing so. The rights and powers that are

given to either of us under these Terms and Conditions shall continue to apply unless and until the person who is going to be bound by a waiver has specifically waived or released such powers in writing and signed in confirmation thereof. No waiver shall operate as a waiver of any other default or of the same default on a future occasion.

5.8. **Assignment:** The Terms and Conditions that apply on each Order Confirmation are personal to you and you may not assign, transfer, subcontract or otherwise part with any benefits or obligations without our prior written consent, provided however that you may assign or transfer the right to use any number of Confirmed Rooms without our prior written consent. Please note that if you do allow someone else to use the Confirmed Rooms in accordance with this Clause then you agree to ensure that these Terms and Conditions will apply to that person also. We may assign these Terms and Conditions together with all respective rights and obligations hereunder to any subsidiary or associated company of MATCH Accommodation AG.

5.9. **Independent Contractors:** For the avoidance of any doubt, you and ourselves shall each be and remain independent contractors with respect to each other and with respect to all rights obtained and services performed. Nothing herein shall be construed to:

- a. Constitute you and ourselves as partners, joint ventures or co-owners;
- b. Constitute you or us as the agent, employee or representative of the other;
- c. Empower you or us to act for, bind or otherwise create or assume any obligations on behalf of the other.

5.10. **Notices:** All notices, demands, requests or other communications shall be in writing and shall be sent via registered mail or transmitted by hand delivery, e-mail or fax to the address or details chosen by each party as follows:

- a. If intended for us:

Addressed to: the Branch of MATCH Accommodation AG in the city of Moscow,
12 Presnenskaya naberezhnaya,
Moscow, 123100, Russian Federation;

E-Mail Address: enquiries@2018match.com

Phone number: +7 (499) 658 2010

Or to such other address as may be designated by us in writing to you.

- b. If intended for you, at the address provided by you and given on your Confirmation or to such other address as may be designated by you in writing to us.

Such notices, demands or other communications shall be deemed given within five (5) days of posting and upon the date of faxing or hand delivery unless the contrary can be proved. In the case of transmission by fax, confirmation of the transmission must be made by mailing the original notice demand or communication not later than the business day following the transmission.

- 5.11. **Severability:** If any provision or portion of any provision is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provisions shall not be affected by this.
- 5.12. **Binding Agreement:** Both you and we intend to rely upon the written terms set out here in these Terms and Conditions and in the Confirmation and any Revised Confirmation. If either party requires any changes which are agreed by the other, both parties should make sure to ask that these be put in writing. **BOTH PARTIES ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING DOCUMENT. BEFORE AGREEING TO THE ORDER CONFIRMATION YOU SHOULD READ IT CAREFULLY AND ENSURE THAT IT CONTAINS EVERYTHING YOU WANT AND NOTHING YOU ARE NOT PREPARED TO AGREE TO.**
- 5.13. **Headings:** Section and subsection headings are for ease of reference only and shall not constitute a part of these Terms and Conditions nor be given any substantive effect.
- 5.14. **Resolution of Complaints:** If you encounter a problem in relation to the services being supplied you should immediately inform the Hotel and also our own representative who will do what they can to resolve matters to your satisfaction. If the difficulty is not resolved at the time to your satisfaction you must ensure that you contact us in writing no later than twenty-eight (28) days after your return at the address provided to you in Section 5.10 above. If you fail to advise us and/or the supplier promptly about such difficulties this may affect our ability to properly look into and resolve this matter for you.
- 5.15. These Terms and Conditions shall be governed and interpreted in accordance with the laws of Switzerland (the Vienna Convention on the Sale of Goods being expressly excluded). The parties shall endeavour in good faith to resolve any dispute arising from, and/or in connection with these Terms and Conditions by way of good faith discussion and negotiation. If the parties do not resolve any such dispute within thirty (30) days from the date on which negotiations are initiated, the dispute shall, to the exclusion of the courts, be exclusively referred to, and finally resolved by, an arbitral tribunal in accordance with the Swiss Rules of International Arbitration of the Swiss Chamber's Court of Arbitration and Mediation. The seat of the arbitration shall be Zurich, Switzerland. The language of the proceedings shall be English. For the avoidance of doubt, any determination by the arbitral tribunal shall be final and binding on the parties.
- 5.16. **Governing Law:** your Confirmation, any Revised Confirmation and these Terms and Conditions shall be governed by, construed, interpreted, applied and enforced in accordance with, the laws of Switzerland (without giving effect to principles of conflict of law thereof) and the place of performance for the services provided under these Terms and Conditions shall be Switzerland.
- 5.17. **Force Majeure:** The performance of these Terms and Conditions by either party is subject to acts of God, war, government action or decree, disaster, strikes (other than strikes by our staff), riot or civil disorder, acts of terrorism, curtailment of transportation facilities (to the extent such curtailment was beyond our reasonable control), inclement weather, the postponement or cancellation of the Event, or its being relocated to another venue or any other emergencies beyond the affected party's control making it illegal or impossible to perform its obligations under these Terms and Conditions. In the event that performance of these Terms and Conditions is not possible by reason of Force Majeure, neither party shall be deemed to be in breach of the terms of these Terms and Conditions and neither party shall then be obligated in any manner to the other with respect to such performance.

Compensation will not be payable by either. To the extent we recover monies from the Hotels we will refund such monies to you and we will use our reasonable efforts to obtain such recovery.

- 5.18. **Insurance:** you are responsible for (and we strongly recommend you do so) arranging and obtaining your own travel insurance (including cancellation insurance) in respect of all issues arising out of these Terms and Conditions including in particular Section 5.17 above. We cannot be responsible for any losses incurred by you arising from a Force Majeure event to the extent we are unable to recover such monies as set out at Section 5.17.
- 5.19. **No Commercial Use of Transaction; Commercial Identification Prohibition:** We have no right to grant and you shall not use commercial identification rights of any kind relating to the 2018 FIFA World Cup Russia™ or the services described therein. All such commercial identification rights must be granted by FIFA.