

HOSPITALITY WEBSHOP SALES REGULATIONS

1. Purpose and Applicability of the Sales Regulations

- 1.1. These Sales Regulations outline the terms and conditions which apply to, and govern, the sale through the Webshop and use of Hospitality Packages for the CONMEBOL Copa América USA 2024™.
- 1.2. Each Customer acknowledges and agrees that, by (i) completing the Application Process, and (ii) clicking the Acceptance of Terms and Conditions Box, the Customer it confirms that it has read, understood and accepts these Sales Regulations and that it agrees to be irrevocably and unconditionally bound by these Sales Regulations. These Sales Regulations form an integral part, and are a binding component, of the Sales Agreement. 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, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by BEYOND.
- 1.3. Each Customer acknowledges and agrees that any use of a Ticket (including any Ticket forming part of a Hospitality Package) shall be governed by CONMEBOL's Ticket Terms of Use. Depending on the date of purchase of a Hospitality Package, each Customer acknowledges that the Ticket Terms of Use may be published and/or modified at a date following the Customer's entering into the Sales Agreement pursuant to these Sales Regulations. The Customer fully understands and accepts that it enters into any such Sales Agreement on this basis and to the extent permitted by applicable law this shall give rise to no claims against BEYOND and/or CONMEBOL.
- 1.4. BEYOND 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. BEYOND may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.
- 1.5. All capitalised terms used in these Sales Regulations shall have the meaning ascribed to them in Section 17.

2. Application Process

- 2.1. The Customer acknowledges and agrees that the Application Process involves a number of steps including but not limited to: (i) creating an account with BEYOND, (ii) providing payment details to BEYOND, (iii) completing and submitting an Order to BEYOND, and (v) clicking the Acceptance of Terms and Conditions Box.
- 2.2. Completion of the Application Process does not guarantee the availability of the Hospitality Packages which the Customer has ordered. Completion of the Application Process constitutes an irrevocable and binding offer by the Customer to BEYOND for the purchase of the Hospitality Packages for which the Customer has applied which may be accepted or rejected by BEYOND (at its sole discretion). Any template Order or other order form provided by BEYOND for the Customer to complete will not, under any circumstances, constitute an offer or public offer by BEYOND.

- 2.3. If BEYOND elects to accept the Customer's offer to purchase the Hospitality Packages, it will confirm its acceptance by sending the Customer a Confirmation of Purchase. The Customer acknowledges and agrees that payment in full of the price of the Hospitality Packages may be irrevocably debited from the Customer's account and credited to BEYOND's account prior to BEYOND emailing the Customer a Confirmation of Purchase.
- 2.4. BEYOND reserves the right in its sole discretion to impose a limit on Hospitality Packages which a Customer may purchase whether by reference to (i) quantities, (ii) package type, category series or location and/or (iii) monetary value.

3. Order

- 3.1. Each Customer is responsible for correctly completing and providing all information required by BEYOND under the Application Process including the full completion and submission of the Order. BEYOND reserves the right to reject any applications which are incomplete or incorrect.
- 3.2. BEYOND 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 any Customer by email due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Customer's email.
- 3.3. All purchases of Hospitality Packages made through the Webshop should be made on behalf of individuals only. In the event the company of any other legal entity wishes to purchase Hospitality Packages, it shall contact BEYOND sales Team.
- 3.4. The Customer acknowledges and agrees that it is responsible for maintaining the confidentiality of its account and password and is fully responsible for all activities that occur in respect of the account and password. The Customer agrees to: (i) immediately notify BEYOND of any unauthorised use of its account or password and any other breach of security, and (ii) ensure that it exits its account at the end of each session. BEYOND cannot and will not be liable for any loss or damage arising from the Customer's failure to comply with this Section 3.4.

4. The Sales Agreement

- 4.1. Subject to Section 9, each Sales Agreement shall consist of, and incorporate the terms of:
 - (i) the Order and Confirmation of Purchase;
 - (ii) the Product Description;
 - (iii) these Sales Regulations;
 - (iv) the Ticket Terms of Use; and
 - (v) the Travel Bundle Sales Regulations (if applicable).

Any other samples, drawings, descriptive matter or advertising issued by BEYOND or BEYOND Sales Agent (whether or not on the Webshop), and any illustrations or descriptions of the Hospitality Packages contained in BEYOND'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 BEYOND. They shall not form part of the Sales Agreement or have any contractual force.

- 4.2. BEYOND is the principal in the sale of Hospitality Packages to Customers. The Customer acknowledges and agrees, however, that BEYOND has been authorised by CONMEBOL to provide, as an agent for CONMEBOL, a Ticket to the Customer as an integral part of each Hospitality Package and that CONMEBOL, upon BEYOND's notification to CONMEBOL of the sale of Hospitality Packages to Customers, automatically becomes the principal in the sale of the Ticket forming part of a Hospitality Package. The Customer hereby accepts this direct contractual relationship with CONMEBOL concerning the sale of the Ticket forming part of the Hospitality Package and acknowledges that, based on this direct relationship between CONMEBOL and the Customer with respect to Tickets, CONMEBOL has the right to exercise any of the rights and remedies with respect to Tickets pursuant to the Ticket Terms of Use as well as any other documents of the Sales Agreement.
- 4.3. BEYOND has, in certain territories, appointed BEYOND Sales Agents to assist in the identification of Customers and in concluding agreements for the sale of Hospitality Packages. The Customer acknowledges and agrees that no BEYOND Sales Agent has the power or authority to formally accept or commit BEYOND to any Order (whether on its own account or on behalf of BEYOND), to make any representations, commitments, promises, guarantees, warranties or undertakings on behalf of BEYOND and/or CONMEBOL, or to bind BEYOND and/or CONMEBOL in any way.
- 4.4. The Sales Agreement represents the sole and complete statement of the respective rights and obligations of BEYOND and the Customer with regard to the sale (by BEYOND) and purchase (by the Customer) of the Hospitality Packages. The Sales Agreement supersedes and extinguishes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Hospitality Packages which are the subject of the Confirmation of Purchase.
- 4.5. All sales of Hospitality Packages under a Sales Agreement are final and binding on the Customer. Subject to Section 6.7 below, all payments made by Customers in connection with Hospitality Packages (whether or not such Hospitality Packages are the subject of a Sales Agreement which is terminated) are to be treated as non-refundable, and BEYOND shall be under no obligation to repay any sums to the Customer (unless BEYOND agrees otherwise).
- 4.6. Subject to Section 2.3. above the sale of certain Hospitality Packages may (where expressly stated) include an opportunity for the Customer to purchase certain additional Hospitality Packages in the same or a different category and at the same or alternative locations in the Stadium. Any such opportunity will be strictly subject to availability and BEYOND's formal written agreement.

5. Hospitality Packages

- 5.1. The scope of the services and benefits made available to the Customer by BEYOND in respect of each Hospitality Package will be outlined in the Product Description. Customers may not, following the conclusion of the Sales Agreement, request substitutions for, or alterations to, any Hospitality Package services and benefits.
- 5.2. The Customer accepts and acknowledges that the scope of the Hospitality Package services and benefits made available to it under the Sales Agreement are subject to such changes as may be required for reasons of public safety and security, or as may be reasonably determined by BEYOND and/or CONMEBOL, from time to time. BEYOND shall notify the Customer of such changes as soon as reasonably possible.

- 5.3. The Customer accepts and acknowledges that certain hospitality benefits and/or services may be delivered by BEYOND 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 of the Sales Agreement. In either circumstance, detailed descriptions of the applicable Hospitality Facility will be provided by BEYOND as and when practicable.
- 5.4. The Customer and each of its Guests are required to bring with them, on the applicable Match day, a Ticket 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. The Customer and each of its Guests acknowledge that the Hospitality Access Pass may (if applicable) be made available at the Stadium on the Match day. For the avoidance of doubt, each person accessing the Stadium shall require a Ticket. The timeline in which match tickets will be provided to the Customer will be communicated in due course closer to the event.
- 5.5. All children over 2 (two) years of age at the date of the Match will require a separate Ticket for a separate Seat when attending a Match. All children below 2 (two) years of age at the date of the Match will follow CONMEBOL's `Babies in Arms` policy and will not require a Ticket for a separate Seat. Tickets cannot be booked before birth, as the correct name and date of birth must match those stated in the passport. BEYOND will not reimburse any expenses that arise if the wrong type of Ticket is booked from the outset.
- 5.6. Customers who require special assistance due to a disability or limited mobility (including but not limited to wheelchair seating and/or wheelchair access to Hospitality Facilities and/or a Stadium) must promptly notify BEYOND (or the BEYOND Sales Agent) prior to submission of any Order. In the event that any Customer, following the purchase of any Hospitality Package, subsequently wishes to provide a Hospitality Package to a person who requires any special assistance due to a disability or limited mobility, the Customer shall promptly notify BEYOND in writing (or the BEYOND Sales Agent) as soon as reasonably practical and BEYOND will use reasonable efforts to provide such special assistance and the best level of service possible (subject to availability). Neither BEYOND nor CONMEBOL can be made responsible if the attendance of a disabled or limited mobility Customer and/or Guest at a Match has not been announced in writing well in advance of the Match and a suitable seating arrangement cannot be found. In addition, it is imperative to note that carers or companions accompanying disabled guests will also be required to purchase a full priced Hospitality Package to have access to Hospitality Facility.
- 5.7. Subject to the Product Description, the Customer acknowledges and agrees that parking passes (i) are subject to availability and final confirmation by BEYOND (ii) must be specifically requested by the Customer via a method as specified by BEYOND during the Application Process and (iii) will, unless BEYOND 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 voluntarily enters the Sales Agreement acknowledging 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. Payment

- 6.1. By completing the Application Process, the Customer authorises BEYOND to take payment from the Customer's Accepted Card or any Accepted Payment Method for the applicable aggregate amount set out in the Confirmation of Purchase ("**Price**") without further notice. The Customer is responsible for ensuring that there are sufficient funds available on its Accepted Card or Accepted Payment Method account at the time any payment is taken by BEYOND.
- 6.2. Payments through the Webshop may only be made by Accepted Card or any Accepted Payment Method, provided that other payments to BEYOND in respect of the purchased Hospitality Package (for the avoidance of doubt other than through the Webshop) may be made by wire transfer or those credit cards and Accepted Payment Methods identified as being accepted by BEYOND from time to time.
- 6.3. The full price of each Hospitality Package which is the subject of a Sales Agreement will be due and payable in one (1) instalment by the Customer immediately during the online checkout.
- 6.4. Any VAT, sales tax and/or other consumption or applicable local tax, fees or dues (which is payable either at the time of the Order or in the future) will be reflected in the Confirmation of Purchase and/or during the online checkout at the applicable rate and shall be payable by the Customer in addition to the price of the Hospitality Package. For the avoidance of doubt, BEYOND may charge VAT, sales tax and/or other consumption or applicable local tax, fees or dues retrospectively after the date of an invoice in the event of any changes in applicable laws.
- 6.5. Payments must be received in full in the currency identified during the Application Process, and subsequently confirmed in the Confirmation of Purchase. The misuse of an Accepted Card or use without authorisation of the legal holder of the Accepted Card is viewed in the most serious manner by BEYOND and BEYOND reserves the right to take legal action against those committing or attempting to commit online fraud, or similar criminal or civil offence.

BEYOND reserves the right to refuse to process payments in respect of Customers with a prior history of questionable charges or where BEYOND reasonably believes a sale may result in a breach of the Sales Agreement. BEYOND may carry out such checks as it considers appropriate before processing an Accepted Card payment for security purposes. As part of such checks, the Customer grants to BEYOND the right to disclose personal data to third parties for the purposes of carrying out these security checks. The Customer acknowledges and agrees that BEYOND will not be liable for any damages resulting from its decision not to process a payment. The Customer explicitly approves the transfer of their personal data in this context.

- 6.6. Any and all bank or wire payment, currency conversion, currency exchange control, payment card charge (incurred by the Customer as a result of the payment with a payment card) or other charges incurred in connection with any payment obligation outlined in this Section 6 will be the sole responsibility of, and be borne and payable by the Customer in addition to the price of the Hospitality Packages.
- 6.7. No refunds of any amounts paid by the Customer to BEYOND will be made to the Customer under any circumstances except with respect to:
 - (i) the cancellation of any Hospitality Package in the circumstances described in Section 5.6;
or
 - (ii) the cancellation of any Match in the manner outlined in Section 14.3.

No interest shall be payable in relation to any such refunds payable to the Customer under the Sales Agreement. Refunds payable in connection with:

- (i) Section 6.7 (i) above shall be made no later than thirty (30) days after the relevant Hospitality Package cancellation; and
 - (ii) Section 6.7 (ii) above shall be made no later than thirty (30) days after the cancellation of the Match.
- 6.8. If payment of any monies which are due and payable pursuant to Section 6 is not received by BEYOND in full for any reason, BEYOND may upon giving notice to the Customer, in addition to all other rights and remedies available to it at law:
- (i) terminate the entire Sales Agreement, or, alternatively, revoke its acceptance as regards the entire Sales Agreement;
 - (ii) terminate the Sales Agreement in respect of a certain number of specified Hospitality Packages only or, alternatively, revoke its acceptance as regards the Sales Agreement in respect of a certain number of specified Hospitality Packages only;
 - (iii) immediately and without further notice make available for sale to third parties each Hospitality Package which is the subject of any termination or revocation;
 - (iv) retain, as a non-refundable deposit, any amounts paid by the Customer as at the date of such termination or revocation;
 - (v) charge the Customer interest on all amounts outstanding at five percent (5%) above 12 month US Dollar Libor rate as it may vary from time to time from the date payment became due until actual payment is made;
 - (vi) terminate or suspend any of BEYOND's obligations under the Sales Agreement; and/or
 - (vii) claim for all further losses and costs suffered by BEYOND as a result of non-payment and/or late payment.

BEYOND retains the right to claim damages which are in excess of the amounts specified above.

7. Delivery of Hospitality Package Components

- 7.1. Subject to Sections 7.2-7.8 inclusive, BEYOND will use reasonable endeavours to procure that Hospitality Access Passes (if applicable), any parking pass and all other applicable Hospitality Package components will be:
- (i) made available for collection by the Customer at BEYOND customer service centres, in accordance with policies to be established by BEYOND and notified to the Customer; or
 - (ii) made available for collection at an alternative location if this is notified in advance to the Customer by BEYOND.

BEYOND shall be under no obligation to deliver the Hospitality Access Passes, any parking passes and all other applicable Hospitality Package components at the same time and may

deliver the respective components at different times and to different locations in accordance with Section 7.1 (i) and (ii) above.

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 Agreement.

7.2. Where Hospitality Packages include e-Tickets/mobile Tickets and/or e-parking passes (which may include mobile tickets/parking passes and/or 'print-at-home' tickets/parking passes) the Customer acknowledges and accepts:

(i) the e-Tickets and/or e-parking passes will be emailed to the Customer or made available for download;

(ii) with respect to print-at-home e-Tickets and/or parking passes, the Customer will be required to print off the e-Tickets and/or e-parking passes;

(iii) print-at-home e-Tickets and/or e-parking passes must be printed in portrait mode (vertical) on blank white A4 paper (on both sides), without changing the print size using a laser or inkjet printer. No other medium (electronic, PC screen, portable screen, mobile screen etc) is valid. Any e-Ticket and/or e-parking pass that is partly printed, soiled, damaged or illegible shall not be considered valid;

(iv) with respect to other forms of e-Tickets and/or e-parking passes, the Customer will be required to follow all instructions provided by BEYOND and/or CONMEBOL and that use of such e-Tickets and/or e-parking passes may require the Customer and its Guests to download a mobile application and agree to separate terms and conditions applicable thereto;

(v) Customer and Guests will be required to have valid identification in order to access the Venue with e-Tickets.

Unless otherwise notified in writing to the Customer by BEYOND, neither BEYOND nor CONMEBOL shall be responsible on behalf of any Customer or Guest applying for, collecting or providing any travel visa or substitutional permits (to enter or exit the United States of America). 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 United States of America and in relation to their movement inside the United States of America. In the event that a visa application is not submitted, is rejected, or is provided later than anticipated, no refunds will be provided.

7.3. Neither BEYOND nor any BEYOND Sales Agent 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. Save in respect of last minute sales or as BEYOND may determine (acting reasonably), if the Customer has not received the confirmation of the Ticket, Hospitality Access Pass (if applicable) and all other applicable Hospitality Package components at least two (2) weeks prior to the first Match of the CONMEBOL Copa América USA 2024™, the Customer will immediately notify BEYOND (or the BEYOND Sales Agent) in writing.

- 7.5. Any Ticket, Hospitality Access Pass (if applicable) 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 BEYOND or a BEYOND Sales Agent, in writing, in the event that any Ticket, Hospitality Access Pass (if applicable) 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 (if applicable) or parking pass will be deemed to be undamaged at delivery or collection.
- 7.6. CONMEBOL, BEYOND and BEYOND Sales Agents 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 (if applicable) or parking passes or other Hospitality Package component once received or collected by the Customer.
- 7.7. BEYOND reserves the right to determine whether to issue replacement Hospitality Access Passes (if applicable), Tickets or parking passes in the event of any occurrence of the circumstances outlined in Sections 7.4, 7.5 and/or 7.6, and to determine the conditions which may apply to any such replacements. BEYOND reserves the right to determine the conditions which shall apply to the replacement Hospitality Access Passes (if applicable), Tickets or Parking Passes in the event of any occurrence of the circumstances outlined in Sections 7.4, 7.5 and/or 7.6.

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 BEYOND from time to time;
- (ii) the delivery of all hospitality services and benefits in connection with a Hospitality Package are subject to applicable laws;
- (iii) BEYOND retains the right to amend the scope of the Hospitality Facilities and hospitality services and benefits applicable to any Hospitality Package, provided that BEYOND 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 Pass (if applicable); and
- (v) BEYOND will use reasonable efforts to procure that Tickets which form part of Hospitality Packages which are the subject of a single Sales Agreement 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 CONMEBOL or BEYOND that Seats will be adjacent to each other or in the same block.

9. Ticket Terms of Use

- 9.1. The Ticket Terms of Use and these Sales Regulations each form an integral part of the Sales Agreement, and the Customer irrevocably and unconditionally undertakes and agrees to fully comply with the Ticket Terms of Use and these Sales Regulations. The Ticket Terms of Use may be amended by CONMEBOL and/or any of CONMEBOL Copa America USA 2024™ Authority and/or any Stadium authority from time to time. The Customer agrees to accept

and comply with any updated version of the Ticket Terms of Use. To that end, the Customer undertakes to periodically check for updates to the Ticket Terms of Use available at the CONMEBOL Ticketing website and/or CONMEBOL Copa America USA 2024™ Authority website and/or any Stadium authority website. 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 prevailing version of the Ticket Terms of Use.

- 9.2. The Customer further agrees to ensure that its Guests fully comply with the Ticket Terms of Use and these Sales Regulations and the Customer, regardless of the Customer's fault, remains primarily liable to BEYOND for any non-compliance by the Guest(s). The Customer shall also remain directly liable to CONMEBOL for any non-compliance by it or its Guest(s) of the Ticket Terms of Use. It is the Customer's responsibility to notify to each individual Guest in writing of the requirements of the Ticket Terms of Use 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 Terms of Use 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 a Hospitality Access Pass (if applicable) on Match days.
- 9.4. With respect to a Ticket which comprises part of a Hospitality Package, any reference to the "Ticket Purchaser" in the Ticket Terms of Use shall be considered a reference to the Customer, and any reference to the "Ticket Holder" in the Ticket Terms of Use 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. Any reference to the "Terms of Sale" in the Ticket Terms of Use shall be considered a reference to these Sales Regulations.
- 9.5. Any measures taken or imposed by a CONMEBOL Copa América USA 2024™ 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 Terms of Use 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 BEYOND 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 CONMEBOL in its discretion. Neither BEYOND nor CONMEBOL shall 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. 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 CONMEBOL, Swiss data protection law, European data protection law and the competent authorities of the United States of America with regard to the provision of individual or personal data for Guests. Not limiting the generality thereof the Customer shall, in particular, provide BEYOND, immediately following any request by BEYOND, CONMEBOL, any authority of the United States of America and/or any third party authorised by CONMEBOL (to the extent it is

required by applicable law) 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 CONMEBOL or BEYOND may require from time to time. The Customer agrees, if requested by BEYOND, 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, BEYOND reserves the right (without prejudice to any other rights or remedies BEYOND 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 BEYOND.

10.3. BEYOND or a CONMEBOL Copa América USA 2024™ Authority may carry out access controls and inspections 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, BEYOND or the CONMEBOL Copa América USA 2024™ 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 BEYOND.

10.4. The personal data provided to BEYOND and/or any third party authorised by CONMEBOL 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 BEYOND and/or CONMEBOL (located both within and outside of Switzerland and/or United States of America) 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 BEYOND in writing. If an Order is rejected by BEYOND or the Sales Agreement is cancelled or terminated (for whatever reason), the Customer may request deletion of its personal data provided in connection with the Order by contacting BEYOND in writing.

11. Use of Hospitality Packages

11.1. 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 CONMEBOL Copa América USA 2024™ or any ancillary event, any Match, any national team, player or official participating in the CONMEBOL Copa América USA 2024™, CONMEBOL, BEYOND or any other affiliated body or event.

11.2. 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 CONMEBOL Copa América USA 2024™ or any ancillary event, any

Match, any national team, player or official participating in the CONMEBOL Copa América USA 2024™, CONMEBOL, BEYOND- or any other affiliated body or event.

11.3. The Customer shall not, and shall ensure that each of its Guests shall not, before, during and after the CONMEBOL Copa América USA 2024™:

- (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 CONMEBOL Copa América USA 2024™ or any ancillary event, any Match, any national team, player or official participating in the CONMEBOL Copa América USA 2024™, CONMEBOL, BEYOND or any other affiliated body or event; or
- (iii) conduct any activity which BEYOND or CONMEBOL 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 CONMEBOL Copa América USA 2024™ or ancillary event, any Match, any national team, player or official participating in the CONMEBOL Copa América USA 2024™, CONMEBOL, BEYOND or any other affiliated body or event.

11.4. 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 CONMEBOL Copa América USA 2024™) which may be inferred by the public as identifying with CONMEBOL, the CONMEBOL Copa América USA 2024™, including the words "Copa America", "CONMEBOL" (or any other term used in any language to identify the CONMEBOL Copa América USA 2024™) or the development, use or registration of the year 2024 in connection with Copa America, or any similar indicia or derivation of such terms or date in any language.

11.5. 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 (including handheld lollipop signs) 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 BEYOND or CONMEBOL may regard as the conduct of a promotional, advertising or commercial activity.

11.6. 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 CONMEBOL Copa América USA 2024™ Authority or, at the entrance of and within a Hospitality Facility, BEYOND, and any person engaging in such activities is subject to ejection from the Stadium and/or Hospitality Facility.

11.7. By using any component of a Hospitality Package to attend a Hospitality Facility or Stadium, each Customer grants, and confirms that each of its Guests grants, CONMEBOL and any third party authorised by CONMEBOL the unrestricted right and licence to use worldwide and in perpetuity the Customer's and Guests' image, likeness, actions, name, voice and statements in connection with any live or recorded broadcast or other transmission or reproduction of the CONMEBOL Copa América USA 2024™, in whole or in part, by means of any media

existing now or in the future, for any purpose and without compensation, consideration or notification. The Customer waives, and confirms that each of its Guests waives, in advance all rights and actions seeking to oppose such use.

11.8. Nothing in these Sales Regulations or the Ticket Terms of Use grants any person in possession of a Ticket or Hospitality Access Pass (if applicable) the right to capture or produce any photographs, sounds, videos, other audio, visual or audio-visual material, accounts or descriptions of any Match or any other content relating to the CONMEBOL Copa América USA 2024™ while attending the Hospitality Facility or Stadium ("**Event Content**") other than for personal, non-commercial purposes. Any Event Content captured or produced in contravention of this Section 11.8 is strictly prohibited. Furthermore, the live streaming of any Match, Event Content, or related activities, including but not limited to platforms such as Youtube Live, Instagram Live or TikTok Live, is expressly prohibited. Individuals are prohibited from broadcasting, transmitting, or making available live streams of any event associated with the CONMEBOL Copa América USA 2024™. Any violation of this prohibition may result in immediate expulsion from the Hospitality Facility or Stadium, cancellation of Tickets or Hospitality Access Passes, and legal action as deemed appropriate by CONMEBOL.

11.9. The Customer acknowledges and agrees that any violation by Customer and/or its Guests of the terms relating to the use of a Hospitality Package pursuant to Sections 11.1 to 11.8 above represents a material breach of these Sales Regulations by Customer. In such case:

- (i) BEYOND is entitled to terminate with immediate effect the Sales Agreement pursuant to Section 15.2 below;
- (ii) CONMEBOL is entitled to exercise its rights pursuant to Sections 15.3 and 15.4 below; and
- (iii) the Customer acknowledges and agrees to be directly liable to CONMEBOL for any direct and indirect damages suffered by CONMEBOL, including but not limited to consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

12. Travel Bundles

Where an EU Customer's or a UK Customer's booking is for a Travel Bundle that BEYOND has organised, BEYOND will act as the organiser of the component elements of the Travel Bundle and the Customer will additionally be bound to the terms of the Travel Bundle Sales Regulations.

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 BEYOND, THE BEYOND SALES AGENTS AND THE CONMEBOL COPA AMÉRICA USA 2024™ 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 BEYOND, THE BEYOND SALES AGENTS OR A CONMEBOL COPA AMÉRICA USA 2024™ AUTHORITY.

AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING STADIUM PROPERTY. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS, TEMPORARY AND PERMANENT DISABILITY, AND DEATH. PRE-EXISTING RISK FACTORS SUCH AS UNDERLYING MEDICAL CONDITIONS AND ADVANCED AGE MAY MAKE CERTAIN INDIVIDUALS PARTICULARLY VULNERABLE. BY ENTERING ANY HOSPITALITY FACILITY OR STADIUM, THE CUSTOMER CONFIRMS THAT IT AND EACH OF ITS GUESTS VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19. THE CUSTOMER FURTHER ACKNOWLEDGES AND ACCEPTS THAT IT AND EACH OF ITS GUESTS WILL FOLLOW ANY AND ALL RULES AND/OR PROTOCOLS THAT THE CONMEBOL COPA AMÉRICA USA 2024™ AUTHORITIES MAY IMPLEMENT THROUGHOUT THE CONMEBOL COPA AMÉRICA USA 2024™ IN ORDER TO ATTEMPT TO REDUCE THE SPREAD OF OR THE RISK OF CONTRACTING COVID-19 AND THAT THE INABILITY OR UNWILLINGNESS TO COMPLY WITH SUCH RULES AND/OR PROTOCOLS SHALL NOT ENTITLE THE CUSTOMER OR ITS GUESTS TO A REFUND OR ANY OTHER FORM OF COMPENSATION.

13.3. SUBJECT TO SECTION 14.5 BELOW, BEYOND, THE BEYOND SALES AGENTS AND EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE “CONMEBOL COPA AMÉRICA USA 2024™ AUTHORITIES” HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE CONMEBOL COPA AMÉRICA USA 2024™. NEITHER BEYOND, THE BEYOND SALES AGENTS OR ANY CONMEBOL COPA AMÉRICA USA 2024™ AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER CONMEBOL COPA AMÉRICA USA 2024™ AUTHORITY OR BEYOND OR THE BEYOND SALES AGENTS. BEYOND, THE BEYOND SALES AGENTS AND EACH CONMEBOL COPA AMÉRICA USA 2024™ 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, NEITHER BEYOND NOR CONMEBOL SHALL 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 AGREEMENT. THE MAXIMUM LIABILITY OF BEYOND TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SALES AGREEMENT SHALL NOT EXCEED THE TOTAL PRICE PAID FOR HOSPITALITY PACKAGES BY THE CUSTOMER TO BEYOND 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 CONMEBOL COPA AMERICA USA 2024™ AUTHORITY, BEYOND, THE BEYOND SALES AGENTS 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 (IF APPLICABLE). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST INDEMNIFIES AND HOLDS HARMLESS BEYOND, THE BEYOND SALES AGENTS AND THE CONMEBOL COPA AMÉRICA USA 2024™ 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 (IF APPLICABLE); OR
- (ii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) BY A MINOR IF THE TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) WAS PROVIDED BY THE CUSTOMER; OR
- (iii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) THROUGH IT; OR
- (iv) A VIOLATION OF THE TICKET TERMS OF USE, THESE SALES REGULATIONS 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 (IF APPLICABLE).

THIS MEANS THAT IF A CUSTOMER OR ANY GUEST VIOLATES ANY TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) RELATED RULES, THE CUSTOMER MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT BEYOND, THE BEYOND SALES AGENTS AND/OR THE CONMEBOL COPA AMÉRICA USA 2024™ 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, ANY FORM OF TRANSPORTATION AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER AND EACH GUEST AT THEIR OWN RISK AND BEYOND 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, BEYOND 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. BEYOND 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. Subject to Section 14.2 below, in the event of a rescheduling or a relocation of a Match, neither party shall be relieved from its obligations under this Agreement, it being understood that the respective obligation (together with any payments) shall be transferred and applied instead to the rescheduled/relocated Match.

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 BEYOND does not affect the validity of any Ticket for that Match (other than as specified in the Ticket Terms of Use). The use of Tickets is exclusively governed by the Ticket Terms of Use with respect to the rescheduling or relocation of any Match.

14.3. If a Match or any part thereof is cancelled or is held behind closed doors due to a Force Majeure Event or another circumstance outside the control of BEYOND (including but not limited to a safety and security concern or a decision made by CONMEBOL or any other CONMEBOL Copa América USA 2024™ Authority or the disqualification or withdrawal of a team), BEYOND shall refund the full price of each affected Hospitality Package, such refund

to be determined by reference to the prevailing circumstances. Any such refund shall constitute the sole and exclusive remedy to which the Customer is entitled.

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 CONMEBOL or any other CONMEBOL Copa América USA 2024™ 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 Terms of Use). Tickets are exclusively governed by the Ticket Terms of Use with respect to the cancellation of any Match.

14.5. Furthermore, in the event a Match is cancelled, held behind closed doors, rescheduled or relocated, any additional costs incurred by the Customer or any Guest, including but not limited to flights and accommodation, due to the unforeseen change, shall be the sole responsibility of the Customer. BEYOND shall not be liable for any expenses or losses arising from the Match being cancelled, held behind closed doors, rescheduled or relocated and Customers are encouraged to consider insurance or other protective measures to mitigate potential financial implications.

15. Termination

15.1. In the event that any Customer fails to ensure that BEYOND receives, in full any amount due and payable, BEYOND reserves the rights specified in Section 6, including, without limitation, the right to terminate the Sales Agreement in full or in part.

15.2. The Customer acknowledges and agrees that, in the event of a violation or breach of any term of the Ticket Terms of Use, these Sales Regulations or any other relevant laws or by-laws, BEYOND shall, in addition to all other rights and remedies that BEYOND may have, retain the right to:

- (i) terminate the Sales Agreement in whole or in part immediately without further notice in unilateral and extrajudicial manner by way of refusal to perform;
- (ii) render null and void any applicable Hospitality Access Pass (if applicable);
- (iii) enforce CONMEBOL's termination of the sale of the Ticket(s) forming part of the Hospitality Package and CONMEBOL'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 the Sales Agreement and/or claim damages; and/or
- (vi) notify governmental authorities of a violation of the provisions of the Ticket Terms of Use, these Sales Regulations and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

15.3. The Customer acknowledges and agrees that, in the event of a violation or breach of any term of the Ticket Terms of Use, or any other relevant laws or by-laws, CONMEBOL, or BEYOND acting on CONMEBOL's behalf, shall, in addition to all other rights and remedies that CONMEBOL may have, retain the right to:

- (i) terminate, in whole or in part, the direct agreement between CONMEBOL and the Customer concerning the sale of the Ticket(s) forming part of the Hospitality Package;
- (ii) cancel or render null and void any Ticket forming 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.

15.4. The Customer acknowledges and agrees that:

- (i) BEYOND shall be entitled to terminate, in whole or in part, the Sales Agreement if CONMEBOL has exercised any of its rights set out in Section 15.3 above; and
- (ii) CONMEBOL shall be entitled to terminate the direct agreement between CONMEBOL and the Customer concerning the sale of a Ticket forming part of the Hospitality Package if BEYOND has exercised any of its rights set out under Section 15.2 above.

15.5. In addition to laws applicable in other countries, the United States of America or Swiss governments may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets or Hospitality Access Passes (if applicable) in violation of the Ticket Terms of Use, these Sales Regulations 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 (if applicable).

15.6. Further to other termination rights granted under the Ticket Terms of Use and the corresponding right to cancel Hospitality Packages reflected in these Sales Regulations, BEYOND shall have the right to cancel any Hospitality Package in the event of:

- (i) any insolvency, bankruptcy filing or liquidation of the Customer;
- (ii) the appointment of an administrator in respect of the Customer;
- (iii) the Customer entering into an arrangement with its creditors; or
- (iv) any other event which may give rise to the reasonable belief that the Customer will not be able to complete the full payment of the Hospitality Package purchase price;

provided that any such events occur prior to receipt by BEYOND of the full purchase price of the Hospitality Package.

15.7. In the event of termination of the Sales Agreement or cancellation of any Ticket forming part of the Hospitality Package, any payment made by the Customer, whether in full or in part, will be retained by BEYOND and/or CONMEBOL as partial compensation for the administration, cancellation fees and production costs and/or instead of damages or other compensation. BEYOND nevertheless retains the right to sue for a higher level of applicable damages.

15.8. The termination of the Sales Agreement for any reason whatsoever shall not affect any provision of the Sales Agreement which is intended to survive its termination, nor prejudice or affect the rights of either party against the other in respect of any breach of the Sales Agreement, or in respect of any monies payable by the Customer to BEYOND in respect of any period prior to termination.

16. Miscellaneous

- 16.1. Should any provision(s) of these Sales Regulations and/or the Sales Agreement be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations and the Sales Agreement will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 16.2. The Sales Agreement (together with its component parts) has been drafted in English and Spanish. The Ticket Terms of Use may be translated into English and Spanish. In the event of any discrepancy between the English and other language version of the Ticket Terms of Use, the English text will prevail and will be used to resolve all questions of interpretation and application.
- 16.3. Certain provisions of the Ticket Terms of Use and these Sales Regulations may be restated in a condensed format so that they may be included, respectively, within the confined space allocated on each Ticket and the Hospitality Passes. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket Terms of Use 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 Terms of Use and these Sales Regulations will apply and will prevail over the condensed provisions.
- 16.4. BEYOND 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 CONMEBOL as being prohibited from any such purchase.
- 16.5. If there is any inconsistency between the provisions of these Sales Regulations and the Ticket Terms of Use with respect to any matter pertaining to the use of a Ticket at a Stadium, the Ticket Terms of Use shall apply and will prevail over the terms of the Sales Regulations.
- 16.6. Subject to Section 16.8, the Sales Agreement will be governed by the Laws of Switzerland and to the exclusion of the Vienna Convention on the International Sale of Goods; and the Ticket sales agreement with CONMEBOL pursuant to Section 4.2 will be governed by, and interpreted in accordance with, the substantive laws as set out in the Ticket Terms of Use.
- 16.7. Subject to Section 16.8, to the fullest extent allowed by applicable law and without affecting any consumer rights of the Customer and in the absence of amicable settlement, any disputes arising out of or in connection with the Sales Agreement shall, unless otherwise determined by BEYOND (if applicable), be exclusively referred to, and finally resolved by, an arbitral tribunal in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce. 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. To the fullest extent allowed by applicable law and without affecting any consumer rights of the Customer and in the absence of amicable settlement, any disputes arising out of or in connection with the Ticket sales agreement with CONMEBOL pursuant to Section 4.2 shall, unless otherwise determined by CONMEBOL (if applicable), be exclusively referred to, and finally resolved by, in accordance with the terms set out in the Ticket Terms of Use.
- 16.8. The Customer acknowledges and agrees that BEYOND may transfer and assign its rights and obligations under the Sales Agreement to an BEYOND Affiliated Company and in the event it does so will notify the Customer in writing, and the Sales Agreement will be governed by, and interpreted in accordance with, the substantive laws of the jurisdiction in which the BEYOND Affiliated Company is located ("**BEYOND Affiliated Company's Jurisdiction**") and any disputes arising out of or in connection with the Sales Agreement shall be resolved in

accordance with the equivalent rules of arbitration that apply in the BEYOND Affiliated Company's Jurisdiction.

16.9. The Customer agrees to indemnify and hold harmless BEYOND and BEYOND Sales Agents and the CONMEBOL Copa América USA 2024™ 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 BEYOND (or any BEYOND Sales Agent) or a CONMEBOL Copa América USA 2024™ Authority in connection with any purported breach by BEYOND of the Sales Agreement;
- (ii) any activity conducted by the Customer or any of its Guests which causes damage to BEYOND (or any BEYOND Sales Agent) or a CONMEBOL Copa América USA 2024™ 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 BEYOND and/or CONMEBOL.

16.10. A notice under or in connection with the Sales Agreement must be in writing and must be delivered personally or sent by overnight mail delivery service or by PDF attached to an email to the party due to receive the notice. BEYOND's address and email details are those specified in the Confirmation of Purchase. The Customer's address and email details are those specified in the Order. Either party may amend such details by written notice to the other party.

16.11. Without limiting CONMEBOL's ability to modify the Ticket Terms of Use in accordance with Section 9.1 above, the Sales Agreement 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 BEYOND and the Customer.

17. Definitions

"Accommodation" means any overnight accommodation services provided by BEYOND or any authorised third party on behalf of BEYOND to its Customers in connection with the CONMEBOL Copa América USA 2024™.

"Acceptance of Terms and Conditions Box" means the tick box located on the check out page which reads substantially as follows: "I hereby confirm that I have read, accept and will comply with the Sales Regulations, Product Description, Ticket Terms of Use and other requirements of the Application Process and application form. I also hereby accept and acknowledge that all sales of the Hospitality Packages are final. I accept, acknowledge and agree that any payments made by purchasers in connection with the Hospitality Packages are to be treated as non-refundable."

"Accepted Payment Method" means payment method as accepted by BEYOND from time to time.

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

"Accepted Card" means credit or debit card, accepted by BEYOND.

“BEYOND Affiliated Company” means, in relation to BEYOND, any entity that directly or indirectly controls, is controlled by, or is under common control with BEYOND.

“BEYOND” means BEYOND Holdings Group AG of Baarerstrasse 38, 6300 Zug, Switzerland or any BEYOND Affiliated Company pursuant to Section 16.8.

“BEYOND Sales Agent” means any third party sales agent appointed by BEYOND to provide certain sales services to BEYOND in connection with the sale of Hospitality Packages.

“Category I Seat” means Seats associated with the best category of Tickets available to the general public.

“Confirmation of Purchase” means BEYOND’s written confirmation and acceptance of the Customer’s offer to purchase the Hospitality Packages which is issued by BEYOND in accordance with Section 2 and is sent to the Customer in the form of e-mail.

“CONMEBOL” means **CONFEDERACIÓN SUDAMERICANA DE FÚTBOL**, RUC 80006237-0, a civil association regulated by private law, a non-profit making organization and an association with restricted capacity governed by Title II of Book I of the Paraguayan Civil Code and the Paraguayan Sports Act, whose domicile is at Autopista Silvio Pettirossi, Esq. Avenida Sudamericana.

“CONMEBOL Copa América USA 2024™ Authority” means any out of CONMEBOL, CONCACAF, the Stadium management and/or any governmental entity of the United States of America responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors.

“Customer” means any legal entity or individual duly identified in the Order, who purchases a Hospitality Package which is subject to these Sales Regulations.

“EU Customer” means a Customer who is an European Economic Area (EEA) resident and/or a Swiss resident and a resident of one of the EEA member states or Switzerland.

“Flight” means any air travel services provided by BEYOND or any authorised third party on behalf of BEYOND to its Customers in connection with the CONMEBOL Copa América USA 2024™.

“Force Majeure Event” shall mean any event or circumstances which is beyond the control of BEYOND, CONMEBOL or another CONMEBOL Copa América USA 2024™ 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, any epidemic and/or pandemic, 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 any other CONMEBOL Copa América USA 2024™ 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 BEYOND.

“Hospitality Access Pass” means the pass, badge, wristband or other device issued by BEYOND 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 CONMEBOL Copa América USA 2024™ hospitality services and benefits.

“Hospitality Package” means any official hospitality package created by BEYOND comprising a Ticket and certain hospitality benefits and services to be provided at any Hospitality Facility in connection with the CONMEBOL Copa América USA 2024™. Hospitality Packages do not include services or benefits provided other than at a Hospitality Facility, such as (without limitation) ground transportation, air travel or overnight accommodation services.

“Match” means any football match comprising one of the thirty-two (32) matches scheduled to comprise the CONMEBOL Copa América USA 2024™ football tournament.

“Order” means the online order form for the purchase of Hospitality Packages on the Webshop.

“Product Description” means the description of each Hospitality Package, or series of Hospitality Packages which are the subject of any Confirmation of Purchase.

“Sales Agreement” means the agreement between BEYOND and the Customer for the purchase of Hospitality Packages, as more fully described in Section 4.

“Sales Regulations” means these regulations governing the sale through the Webshop and use of Hospitality Packages.

“Seat” means an individual sitting position within a designated seat block in a Stadium for each Match with a view onto the pitch and which may include Category I Seats.

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

“Stadium Code of Conduct” means the applicable safety and security measures adopted by CONMEBOL or any other CONMEBOL Copa America USA 2024™ Authority which may be incorporated into the Ticket Terms of Use and which are the integral part of the Ticket Terms of Use.

“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 CONMEBOL Copa América USA 2024™.

“Ticket” means any physical, digital or other device (in whatever form CONMEBOL may decide) which is issued by CONMEBOL (or a third party authorised by CONMEBOL) 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 Terms of Use” means the terms and conditions, including the Stadium Code of Conduct, issued by CONMEBOL and/or CONMEBOL Copa America USA 2024™ Authority which apply to the use of any and all Tickets and which are, among others, binding on, and enforceable against, any person purchasing, holding or using a Ticket, including any Ticket forming part of a Hospitality Package.

“Travel Bundle” means the Customer booking a combination of:

(a) Hospitality Packages with one or more of the following separate ancillary services:

- (i) Flight; and/or
- (ii) Accommodation;

provided that those separate ancillary services are purchased together from a single visit to the Webshop and are selected by the Customer via the Application Process and before any payment pursuant to Section 6 of these Sales Regulations has been made; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “Travel Bundle” or a similar term; or

(b) A Customer, having already booked a Hospitality Package on standalone basis, decides to also book both ancillary services (Flight and Accommodation) together provided that those ancillary services are purchased with a single signed Order and Confirmation of Purchase; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “Travel Bundle” or a similar term.

“Travel Bundle Sales Regulations” means the regulations governing the sale of Travel Bundles in respect of the CONMEBOL Copa América USA 2024™.

“UK Customer” means a Customer who is a resident of the United Kingdom.

“Webshop” means the BEYOND online sales shop for Hospitality Packages under which potential Customers can apply for Hospitality Packages.