

Team GB Live - Tokyo 2020 Olympic Games

Team GB House Hospitality Terms and Conditions

These Team GB House Hospitality Terms and Conditions (these "Terms") govern your purchase and use of Team GB House Hospitality provided by us. In purchasing or using Team GB House Hospitality from us, you and all your Guests utilising the Team GB House Hospitality shall be bound by and shall comply with the provisions contained in these Terms and the Ticket Terms and Conditions. Please make sure you have read and agreed to these Terms before purchasing any Team GB House Hospitality. This product is not a travel package and therefore does not benefit from any financial protection. Please note that access to the Team GB House Hospitality is not on the date of the Games Event.

1. Definitions

The defined terms used in these Terms are specified in Appendix One.

2. Orders and Price

- 2.1. To order Team GB House Hospitality you may make a request via our website or return a signed booking request form (that we have sent to you) to us. After you have completed your booking request and paid the Price in full you will receive a Booking Request Acknowledgement Email from us acknowledging that we have received your booking request. If you have not received a Booking Request Acknowledgement Email from us after submitting your booking request, please contact us (using the details set out in clause 13).
- 2.2. In order to make a booking request you must be at least 18 years old, have a valid credit/debit card issued in your name and have a residential address in Great Britain and Northern Ireland (including the Channel Islands and the Isle of Man) or any member state of the European Union or European Economic Area. Any booking request that does not comply with these requirements will be cancelled.
- 2.3. Numbers available for purchase of Team GB House Hospitality are limited. The number of Team GB House Hospitality per Games Event that you may purchase will be determined by us at our sole discretion.
- 2.4. We will consider your booking request and confirm to you in writing if we accept it. The contract with us forms and is binding when we issue our Booking Confirmation Email to you (the "Contract"). If we do not accept your booking request, we will not send you a Booking Confirmation Email and no contract will form. We will contact you if we cannot accept your booking request.
- 2.5. Confirmation of booking requests for Team GB House Hospitality are subject to availability and at our sole discretion.
- 2.6. It is your responsibility to check that the Team GB House Hospitality detailed in your Booking Confirmation Email is complete and accurate as this is what we will provide. If it is not complete or accurate you must let us know within five working days of receipt, any changes after this time may be subject to Charges (as set out in Appendix One: Charges).
- 2.7. It is always possible that, despite our best efforts, the information in your Booking Confirmation Email may be incorrect (for example, an incorrect Ticket category has been listed). If we discover an error in your Booking Confirmation Email we will inform you in writing of this error and we will give you the option of:
 - 2.7.1. paying any additional fees to continue to purchase the Team GB House Hospitality as incorrectly listed in your Booking Confirmation Email;
 - 2.7.2. accepting the correction to the Booking Confirmation Email; or
 - 2.7.3. cancelling your Team GB House Hospitality and receiving a full refund.
- 2.8. We will not proceed until we have your written instructions. If we are unable to contact you within seven days of the discovery of the error using the contact details you have provided, we will treat the Team GB House Hospitality as cancelled, refund all payments made and notify you in writing. Please note that if the error is obvious and unmistakeable and could have reasonably been recognised by you, we do not have to provide the incorrectly stated elements to you at the incorrect Price.

The provision of the original or incorrectly stated elements are subject to availability at the date the mistake is brought to our attention.

2.9. We do not accept booking requests that are conditional on any special requests you have made, unless we confirm this in your Booking Confirmation Fmail

3. Payment Terms

- 3.1. You are required to pay the full Price for the Team GB House Hospitality at the time you submit a booking request. We will hold your payment until the booking request is confirmed. If we do not accept your booking request, we will return the payment to you.
- 3.2. You must pay in Pound Sterling.
- 3.3. The total Price is inclusive of taxes. However, you will be responsible for paying any domestic and international bank transfer, processing, and other fees incurred as applicable.
- 3.4. You may pay the Price by any payment method we make available at the time of payment. Available payment methods will be set out on the relevant payment screen or in the payment documentation.
- 3.5. Your Booking Confirmation Email will specify what is included in the Price for your Team GB House Hospitality.
- 3.6. The following are not included in any Price unless specified and you should budget for these expenses accordingly: transport to and from Team GB House, transport to and from the Games Events, insurance, car parking, gratuities, internet access, baggage storage. This is not an exhaustive list if it is not in your Booking Confirmation Email it is not included in your Team GB House Hospitality. We shall not be liable for any costs, losses, loss of benefit or wasted expenditure (including, without limitation, any special, indirect and/or consequential loss or damage) suffered by you or your Guests in relation to these personal arrangements.
- 3.7. If, applicable, refunds will only be made to the payment source from which the payment originated.

4. Delivery of Team GB House Hospitality

- 4.1. The Price for your Team GB House Hospitality includes the cost of postage for your Event Documents and Tickets within the United Kingdom only. If you require postage outside the UK (and we agree to provide this) or special delivery instructions are requested by you, an additional postage/courier charge will be payable by you before the Event Documents and Tickets are sent. We are unable to calculate these charges at the time of your booking request. Please contact us for further information if required.
- 4.2. If you require postage outside of the United Kingdom (and we agree to provide this subject to you paying the applicable fees), the Team GB House Hospitality may require customs clearance, which may incur delays and customs charges of which you will be responsible to pay. You promise that you will provide all necessary information in order for us to arrange the delivery and such information will be accurate and provided without delay. You consent to us providing the delivery company with your contact information and any other relevant information for the purposes of arranging postage. We are unable to track packages once they have left the United Kingdom.
- 4.3. We will not send any Team GB House Hospitality Event Documents and Tickets until we have received full payment of the Price for the Team GB House Hospitality.
- 4.4. We do not guarantee that you will receive one delivery per booking and your items may arrive in multiple deliveries. We cannot guarantee that all deliveries will arrive at the same time.



- 4.5. In the event of any change to the delivery address detailed in your Booking Confirmation Email, you must provide us with adequate notice of the change prior to the planned delivery date. In the event that you do not provide adequate notice of a change in delivery address, we will not be responsible for any costs, damages or losses you incur in the event the Event Documents and Tickets are sent to the original delivery address.
- 4.6. You acknowledge that signature or personal seal may be required upon delivery of the Event Documents and Tickets and you agree that this is your responsibility. You further acknowledge and agree that, in the event we deliver the Event Documents and Tickets to the delivery address detailed in your Booking Confirmation Email (or the changed delivery address as aluly and adequately notified to us in accordance with clause 4.5), we shall be deemed to have fully performed our obligations in relation to the provision of the Events Documents and Tickets under the Contract, and shall take no further responsibility for such Event Documents and Tickets.
- 4.7. You must immediately inspect the contents of the Event Documents and Tickets delivered to you, and shall notify us immediately in the case of any mistake.
- 4.8. We shall not be liable to you for any failure or delay in delivery of the Event Documents and/or Tickets that is not attributable to us.

5. No Sponsorship Rights or Other Relationship

- 5.1. Unless otherwise authorised by the BOA, IOC or Tokyo 2020 and/or any other Olympic Party in a separate agreement, you and your Guests shall not represent that you/they have an association with the Games, the BOA, the IOC, Tokyo 2020 and/or any other Olympic Party, including but not limited to:
 - 5.1.1. referring to the Contract, the Games, Tokyo 2020, the NOCs or any other member of the Olympic movement verbally or in any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials;
 - 5.1.2. using or allowing the use of any service mark, trademark, trade name or other intellectual property now or which may hereafter be associated with or owned or licensed by the IOC, Tokyo 2020, the NOCs or any other member of the Olympic movement (including but not limited to any Olympic Marks) in connection with any goods or services; or
 - 5.1.3. contracting with or receiving money or anything of value from any person or commercial entity for the purpose of such person or entity obtaining any type of commercial identification, advertising or visibility in connection with the Games.
- 5.2. Whether before, during or after the Games Period, you and your Guests are prohibited from conducting the acts listed in the following subparagraphs:
 - .2.1. You may not resell all or part of the Team GB House Hospitality (including, but not limited to, Tickets and Event Documents) to any third party, and must not offer or advertise the resale of all or part of the Team GB House Hospitality whether through the internet, newspapers, ticket shops or other means. Also you may not provide all or part of the Team GB House Hospitality to a third party in conjunction with or as part of any other product or service. This includes transferring to a third party rights that are recognised or represented by Tickets and Event Documents included in the Team GB House Hospitality, such as QR codes and other information listed on Tickets.
 - 5.2.2. Tickets and Event Documents included in the Team GB House Hospitality that are sold or offered or advertised for sale in violation of these Terms will be invalidated. We or Tokyo 2020 may demand the return of invalidated Tickets and Event Documents and the Team GB House Hospitality in which they are included. No exchange or refund of already paid money will be provided for invalidated Tickets and Event Documents and the Team GB House Hospitality in which they are included.

- 5.2.3. Neither all nor part of the Team GB House Hospitality may be used for advertising, promotional, auction or marketing purposes (including competitions, contests, prizes, etc.). Tickets and Event Documents included in the Team GB House Hospitality used for such purposes will be invalidated. We or Tokyo 2020 may demand the return of invalidated Tickets and Event Documents and the Team GB House Hospitality in which they are included. In this case, no refunds will be provided.
- 5.2.4. You may not purchase or acquire all or part of the Team GB House Hospitality from any person other than us. We shall have no liability whatsoever with regard to Team GB House Hospitality not purchased from us.
- 5.3. You and your Guests hereby acknowledge that the Hospitality Area must be clean of any display or distribution of advertising, marketing and other branded materials, other than such materials approved by the BOA, Tokyo 2020 and IOC. You and your Guests acknowledge and agree that the BOA, Tokyo 2020 and/or IOC may obscure, cover or remove any advertising, marketing and other branded materials. Neither you nor your Guests may promote yours or their business in the Hospitality Area unless authorised by the BOA, Tokyo 2020 and/or IOC in advance in writing. Further, no display such as that of business names, etc. which might identify you or your Guests shall be permitted in the Hospitality Area unless authorised in advance in writing by the BOA, Tokyo 2020 and/or IOC.
- 5.4. All Trademarks are used under license by us. All such rights are reserved.

6. Team GB House Hospitality

- 6.1. Your Team GB House Hospitality is not transferable. You must not sell, advertise for sale, donate (including charity donations), auction or raffle your Team GB House Hospitality, or any part of it (including the Tickets, Event Documents etc.), to another person, company or organisation. If you breach this obligation Tokyo 2020 may cancel your Tickets and we reserve the right to cancel your booking (without liability to you) and retain your money or refuse to transfer your booking. Nothing in this clause is intended to exclude or limit your statutory rights in relation to your Team GB House Hospitality. For the avoidance of doubt, you hereby explicitly acknowledge that Article 36.1 of the Ticket Terms and Conditions shall not be applicable to any part of your Team GB House Hospitality (including without limitation Tickets) and this clause 6.1 shall be the sole provision applicable to the transfer of any Team GB House Hospitality by you.
- 6.2. Access to the Hospitality Area is strictly limited to the hours indicated by us in your Booking Confirmation Email, and access to the Hospitality Area where the Hospitality Elements are provided will be restricted to those persons granted access to such Hospitality Area by us.
- 6.3. We may, in our discretion, even if the Team GB House Hospitality has already been allocated to you, vary the content of the Team GB House Hospitality including seating, designated areas, services provided under the Hospitality Elements, etc.:
 - 6.3.1. in order to comply with legislation or administrative guidance;
 - 6.3.2. due to security constraints or other reasons in connection with the staging of the Games or our provision of the Team GB House Hospitality, including any operational reason as determined by us, the BOA, Tokyo 2020 or the IOC in their sole discretion

In such cases, we shall endeavour to provide you with an equivalent hospitality product to the Team GB House Hospitality you purchased and we shall notify you of the details of the altered Team GB House Hospitality.

6.4. Tickets will be allocated from our official allocation. Please note that Tokyo 2020 determine our allocation and location of Ticket categories within the Games Venues over which we have no control. You are not permitted to specify specific seats or request changes to the seats or spaces once they have been designated.



- 6.5. If you (or any of your Guest(s)) has an additional accessibility requirement such as use of wheelchairs, they are seated in a manner which makes provision for such requirements, provided that such additional accessibility requirements must be notified to us before the relevant order is placed in accordance with clause 2. No additional accessibility requests will be accepted nor fulfilled after an order is placed.
- 6.6. If you (or any of your Guest(s)) has a dietary requirement, such additional requirements must be notified to us before the relevant order is placed in accordance with clause 2. No additional dietary requirement will be accepted nor fulfilled after an order is placed. Any additional requirements will be subject to availability and may incur additional charges.

7. Conduct

- 7.1. You shall be responsible for notifying and procuring the full compliance of each Guest, with the provisions of these Terms and the Ticket Terms and Conditions, and further, any breach of these Terms by any Guest will be deemed to be a breach of these Terms and the Ticket Terms and Conditions by you.
- 7.2. In the event that you and/or your Guest breaches these Terms, we may cancel the booking.
- 7.3. You and your Guests shall comply with all safety regulations established at the Hospitality Area and if you and/or your Guests are disruptive, cause nuisance to or impede the safety of other customers and guests (including where caused by consumption of alcohol, controlled substances, etc.), you and/or your Guest may be refused admission or be removed by us.
- 7.4. If you or any Guest fails to comply with clauses 7.1 and 7.3 and we take measures thereto pursuant to these Terms, you will not receive a refund from us in respect of monies paid, and we shall bear no liability whatsoever towards you or your Guest.
- 7.5. You and your Guests shall at all times comply with all applicable laws in relation to the Team GB House Hospitality.
- 7.6. Smoking and e-cigarettes are not permitted on the premises.

8. Ambush Marketing and Filming

- 8.1. You and your Guests are forbidden from using, possessing, selling or distributing any Prohibited Materials in the Hospitality Area. If you and/or any Guest is found with any such Prohibited Materials, we may remove such items and/or remove you and/or your Guest from the Hospitality Area and/or refer you and/or your Guest to local authorities for investigation. If you or any Guest is removed in such circumstances, you shall not receive a refund from us in respect of monies paid, and we shall bear no liability whatsoever towards you or your Guest.
- 8.2. In addition to clause 8.1, you and your Guests are strictly prohibited from possessing, selling or distributing any kind of promotional or commercial items in the Hospitality Area (including drinks, food, souvenirs, clothes, flyers, etc.). We may remove such items and/or remove you or your Guest from the Hospitality Area. If you or any Guest is removed in such circumstances, you shall not receive a refund from us in respect of monies paid, and we shall bear no liability whatsoever towards you or your Guest.
- 8.3. You and your Guests agree to being photographed, filmed, identified and/or otherwise recorded by us and the BOA, in the Hospitality Area. Such persons, without payment, shall have the right to use any such photographs, film or recordings, both during and after the Games, for the maximum duration permitted under the applicable laws and, when applicable, at least until they are in the public domain, in any content format and through any media or technology whether now existing or created in the future and whether such use is commercial or noncommercial.
- 8.4. You and your Guests may take or record still and moving images and/or sounds within the Hospitality Area. In such case, you and your Guests agree that the BOA shall be the sole holder of any intellectual property rights in accordance with Article 33 of the Ticket Terms and Conditions.

9. Event Documents and Team GB House Hospitality Restrictions

- Event Documents that are damaged, defaced or unreadable may not be accepted as valid for admission to the Hospitality Area.
- 9.2. We shall not reissue or refund you for any lost, stolen, damaged, destroyed or defaced Event Documents, except in exceptional circumstances in our absolute discretion. The reissue of Event Documents may be subject to additional charges.
- 9.3. Except as otherwise permitted by us and Tokyo 2020, you may only purchase the Team GB House Hospitality for use by yourself and your Guests. You may not resell, exchange or allow the use by any other person of the whole or any portion of the Team GB House Hospitality (including but not limited to Tickets).
- 9.4. By purchasing Team GB House Hospitality, you acknowledge that you have read, understood and agreed to be bound by the Ticket Terms and Conditions. If you do not agree to the Ticket Terms and Conditions, or if you (or any of your Guests) cannot comply with any of the Ticket Terms and Conditions then you must not make a purchase of Team GB House Hospitality.
- 9.5. By using Team GB House Hospitality, you and your Guests shall be bound by these Terms and the Ticket Terms and Conditions.
- All Event Documents and Tickets are provided in hard copy only. No electronic copies will be made available.

10. Rescheduling, Relocation or Cancellation of a Games Event

- 10.1. Tokyo 2020 may change the times, dates and places of Games Events at any time (either before or during the Games). We therefore have no control over the running of the Games and/or the Games Events and give no warranty and make no representation that the Games and/or the Games Events shall actually take place.
- 10.2. Should a Games Event be brought forward, delayed, suspended, cancelled, postponed or otherwise changed (including changes in time, date and place; the same applies hereafter) for any reason outside of our control, the following provisions shall apply to the Ticket and Hospitality Elements of the Team GB House Hospitality:
 - 10.2.1. Use of Ticket at brought forward, delayed, postponed or otherwise changed Games Event:
 - Should a Games Event be brought forward, delayed, suspended, postponed or otherwise changed for any reason, the Ticket (which is included within the Team GB House Hospitality) shall be handled in accordance with Articles 37 and 38 of the Ticket Terms and Conditions at the determination of Tokyo 2020. If a refund of the Ticket is allowed, we shall provide the refund to you.
 - 10.2.2. Provision of hospitality at brought forward, delayed, postponed or otherwise changed Games Event:

Should a Games Event be brought forward, delayed, postponed or otherwise changed for any reason we shall provide (except as provided in clause 16) the Hospitality Elements of the Team GB House Hospitality in accordance with the original itinerary contained within the Event Documents. For the avoidance of doubt, hospitality will therefore be provided at the original time indicated by us and from the original Hospitality Area.

10.2.3. Cancellation of a Games Event:

If a Games Event is cancelled for any reason and not rescheduled (i.e. not held at all):

- 10.2.3.1. the Ticket for such cancelled Games Event shall be handled in accordance with Articles 37 and 39 of the Ticket Terms and Conditions. Ticket refunds are at the sole discretion of Tokyo 2020. A refund will be made to you (being the lead booker) to the extent that we receive a refund from Tokyo 2020; and
- 10.2.3.2. You shall be entitled to terminate your Team GB House Hospitality booking and claim a refund from us in respect of the Team GB House Hospitality, in



such case, you will be refunded the original value of the Team GB House Hospitality provided that the Games Event has been cancelled before the date of your access to the Team GB House Hospitality. If the Games Event is cancelled after you have attended the Team GB House Hospitality you will not be entitled to a refund or to terminate your booking, but the provisions of 10.2.3.1 shall apply to the Ticket. Notwithstanding the foregoing, in the event you terminate your Team GB House Hospitality booking and claim a refund, we shall be allowed to deduct an amount equal to any and all costs which we have incurred prior to the date of cancellation which we cannot recover from the amount to be refunded hereunder.

- 10.3. If there is any change to the schedule of a Games Event, we will use reasonable efforts to communicate such schedule changes to you, but it is yours (and your Guest's) responsibility to check and ascertain whether or not any schedule changes have been made to the Games Event schedule. We are not responsible for any other website data or country/team listings. We also provide no guarantee that you (and/or your Guests) will be informed of any such delay, interruption, rescheduling or postponement before the date of the Games Event concerned. All available information regarding any cancellations or reschedules of Games Events will be posted on the Tokyo 2020 Official Website (https://tokyo2020.org/jp/), which is the only website that Tokyo 2020 provides the official competition schedule. We provide no guarantee that the information of the official competition schedule, including dates, times and country/team draws posted on other websites, is correct or up to date.
- 10.4. You are advised to take out your own insurance to cover the risk and costs associated with a brought forward, delayed, suspended, cancelled, postponed or otherwise changed Games Event.

11. Limitation of Liability

- 11.1. We shall not be liable to you (or any Guest) for any indirect or consequential losses, special damages, any loss of profit or business, or loss of benefit or otherwise, which arise in relation to the provision or use of the Team GB House Hospitality (including Tickets).
- 11.2. Our total aggregate liability to you (or any Guest) of Team GB House Hospitality whether pursuant to the Contract, tort, breach of statutory duty, or other basis for claim shall not exceed the total Price paid in respect of the Team GB House Hospitality subject to the relevant claim.
- 11.3. You shall be liable for all damage caused by yourself, your Guests and any parties related to you.
- 11.4. You shall indemnify and hold us harmless from and against all claims, costs, losses, damages, expenses, demands and liabilities incurred by us as a result of a breach by you (or your Guests) of these Terms or in connection with, resulting from, or arising out of any and all acts or omissions of you (or your Guests).
- 11.5. You and your Guests are responsible for your own personal property brought to and into the Hospitality Area and we shall not be responsible for any loss, theft or damage of yours (or your Guests') personal property.
- 11.6. We do not have any authority to bind the BOA, Tokyo 2020 or the IOC or make any representations on behalf of the BOA, Tokyo 2020 or the IOC, and neither the BOA, Tokyo 2020 or the IOC shall be liable to you or your Guests in any respect for the provision or otherwise of the Team GB House Hospitality.

12. Termination Events

- 12.1. You may not withdraw an offer of, cancel or terminate the Contract in any case.
- 12.2. We may terminate the Contract with immediate effect if:
 - 12.2.1. in our judgment, there is a risk that you or any of your Guests has breached or will breach clauses 2, 5, 6, 8.1, 8.2 or 9.3 of these Terms; or

- 12.2.2. you or your Guest has breached any term of these Terms or the Ticket Terms and Conditions;
- 12.3. If we terminate the Contract pursuant to clause 12.2 of these Terms, we may additionally:
 - 12.3.1. demand that you immediately pay any monies due to us;
 - 12.3.2. cancel all your orders accepted by us pursuant to clause 2 of these Terms and reject any further orders; and
 - 12.3.3. pursue any other remedies, including claiming damages from you.
- 12.4. In addition we may terminate all or any part of the Contract (including, without limitation, cancelling any Team GB House Hospitality purchased as part of your booking) in the event:
 - 12.4.1. of a manifest error (as we reasonably determine) in the Booking Confirmation Email such that the confirmed booking is materially incorrect; or
 - 12.4.2. we become unable to provide the Team GB House Hospitality due to any operational reason (including, without limitation, where the ordered Team GB House Hospitality become unavailable).

In the event we terminate the Contract in accordance with this clause 12.4, you shall be entitled to a full refund of monies paid in respect of any cancelled Team GB House Hospitality.

- 12.5. Termination of the Contract shall not affect any rights or liabilities accrued prior to termination.
- 12.6. The following provisions shall survive termination of the Contract: clauses 5, 7, 8, 9, 11, this clause 12.6 and 12.5, 13 through to 18, 20 and the Appendix.

13. Notices

- 13.1. All notices provided in connection with the Contract shall be written in English and shall either be delivered by email, hand or sent by registered post to the address specified by the relevant party. You will specify such email address and postal address at the time of submitting your booking request. In the case of a change to your contact details, you shall promptly notify us of the changed details. In the case of a change in our contact details, these details will be posted on our website.
- 13.2. A notice sent according to clause 13.1 of these Terms shall be deemed to have been received:
 - 13.2.1. if sent by email, at the time when such email arrives at the email server of the recipient;
 - 13.2.2. if delivered by hand, at the time of delivery; or
 - 13.2.3. if sent by registered post, on the second day after posting.

If, pursuant to this clause 13.2, a notice would have been deemed to have been received outside of the hours of 9:30 to 17:30 on a day other than a Saturday, Sunday, national holiday in the UK ("Business Day"), it shall be deemed to have been received at 9:30 (British Standard Time) on the immediately following Business Day.

- 13.3. Any notice to us shall be sent via the following methods:
 - 13.3.1. by registered post or hand delivery, to our current address as made public on our website (www.teamgb.com/travel) and addressed for the attention of "Senior Events Operations Manager"; or
 - 13.3.2. by email, to operations@teamgblive.com.

14. Entire Agreement and Amendments to the Terms

14.1. The Contract constitutes the whole agreement and understanding between the parties with respect to the subject matter of the Contract and supersedes all prior agreements, negotiations and discussions between the parties relating to the subject matter of the Contract. You confirm that you have not concluded the Contract in reliance on any content or representation which has not been included in the Contract.



14.2. We reserve the absolute right to change these Terms from time to time. If such changes will materially affect your rights, we shall notify you of such changes by email.

15. Severability

In the event that any provision of the Contract is judged invalid, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of the Contract will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining terms of the Contract shall not in any way be affected or impaired thereby.

16. Force Majeure

- 16.1. We shall not be liable to you or any Guest for our inability to perform any obligations under the Contract caused by a Force Majeure Event.
- 16.2. In the event of a Force Majeure Event (excluding those circumstances described in clause 10 of these Terms), we shall notify (including posting via our website) you without delay of the nature and likely duration of the Force Majeure Event and endeavour to mitigate its effect.
- 16.3. If the relevant Force Majeure Event continues for a period of thirty (30) days or longer, we may terminate the Contract (provided that such Force Majeure Event is continuing at the date of termination), and you may claim a refund; provided however, that we shall be allowed to deduct an amount equal to any booking or operational expenses or other costs we have expended prior to the date of cancellation from the amount to be refunded hereunder.
- 16.4. Unless the Contract is terminated pursuant to clause 16.3, we shall notify you promptly when performance of our obligations under the Contract will resume.

17. Data Protection

- 17.1. Capitalised terms in this section shall have the meaning given to them in the Data Protection Act 2018.
- 17.2. We collect Personal Data about you and your Guests when you make
- 17.3. We collect and process your Personal Data in accordance with our Privacy Policy available on request or on our website.
- 17.4. We will update your Personal Data whenever we can to keep it current, accurate and complete. If any of your Personal Data changes you must provide us with the updated Personal Data at the earliest opportunity.
- 17.5. We are contractually obliged to pass on your Personal Data to STH, the BOA and Tokyo 2020 for ticket management and reporting purposes.
- 17.6. The Personal Data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your booking request, the processing of your payment details and the provision of support services. By submitting your personal data, you garee to this transfer, storing and processing.
- 17.7. By making a booking with us please note that we will be required to Process your Personal Data in the performance of the Contract.
- 17.8. In providing you with your Team GB House Hospitality we will be required to pass your Personal Data on to third parties. This may include, insurance providers, payment processors, governing bodies and event organisers. For full details about who we pass your Personal Data to please see our Privacy Policy.
- 17.9. If you have given your consent for us to do so, we will provide you, or permit selected third parties to provide you with information about goods and services that we feel may be of interest to you.
- 17.10. When you provide us with the Personal Data of your Guests you are confirming that you have obtained their consent to do so.
- 17.11. You may provide us with Special Categories of Personal Data including:17.11.1. a specific medical condition;
 - 17.11.2. specific dietary requirements; and/or

17.11.3. a requirement for special assistance.

17.12. When you provide us with Special Categories of Personal Data you consent to us processing such Personal Data for the purpose of providing you with your Team GB House Hospitality.

18. Non-Assignment

You and/or your Guests shall not transfer or assign any of your rights or obligations to us that arise in relation to the Team GB House Hospitality and/or the Contract, or your position as a party to the Contract, to any third party, nor take any action to pledge as collateral or create any other security or encumbrances on any of your rights that arise in the Team GB House Hospitality and/or the Contract for the benefit of any third party, without our prior written approval.

19. Age Policy

- 19.1. We reserve the right to request proof of age. Any Guests nineteen (19) years of age and under must be accompanied by a parent or legal guardian in the Hospitality Area.
- Alcohol will only be served to Guests who can prove they are over twenty (20) years old.

20. Governing Law and Jurisdiction

The Contract (which includes these Terms) will be governed by and interpreted in accordance with the laws of England and Wales, without reference to conflict of laws principles. Any dispute arising from or in connection with the Contract will be submitted to the exclusive jurisdiction of the English Courts.

APPENDIX ONE - DEFINITIONS

In these Terms, the words and expressions set out below shall, unless the context otherwise requires, have the following meanings:

BOA:

Booking Request
Acknowledgement
Fmail:

Booking Confirmation Email: means the British Olympic Association.

means the email sent by us to you confirming receipt of your booking request.

means the email sent us to you confirming that your booking request has been accepted by us and detailing the services that are included within your Team GB House Hospitality of which in addition to these Terms form part of your Contract with us.

Charges:

means the following charges that may be incurred in addition to the Price:

Amendment	Charge
Any changes to your Team GB House Hospitality	£25 per individual per change

Event Documents:

means any or all of the following: (a) presentation wallet: (b) itinerary; (c) Games Venue location map; and (d) your hospitality pass for access to the Hospitality Area.

Force Majeure Event:

means any event or circumstances beyond our reasonable control (including but not limited to) industrial or civil disputes, war, governmental action, decision by the BOA, Tokyo 2020 or the IOC, riot, fire, flood, drought, other natural disaster or act of God, crowd disorder caused by spectators, civil commotion, military operations, explosion, structural damage, terrorism (including the threat of terrorism) pandemic and epidemics, legislation, regulation, guidance, ruling or omission by relevant administrative authorities, shortage of power supplies or power failure, strike, lock-out, boycotts or other labour action, etc.

Games:

means the Tokyo 2020 Olympic Games.



TRAVEL | TICKETS | EVENTS

Games Body: means each of the IOC, the IPC, the JOC, the

JPC, OBS, TOKYO 2020 or any other organising committee of an Olympic and Paralympic

Games.

Games Event: means any session of the Games.

Games Venue: means a venue (including any public area) at, in or through which a Games Event is to be held or

takes place and any official training venue of the Games and includes any construction sites at which such venues are being constructed,

including the Athletes' Village.

Guest: means any named individual forming part of your booking (including family, friends, colleagues and other acquaintances) as detailed in your Booking

Confirmation Email.

Hospitality Area: means the areas in which the Team GB House

Hospitality is provided within Team GB House as detailed in your Booking Confirmation Email.

Hospitality Elements: means all those goods and/or services to be offered as part of the Team GB House Hospitality

(including without limitation catering, beverage and/or other hospitality services) but explicitly excluding the provision and use of the Tickets.

Intellectual Property

Rights:

means patents, trade-mark rights, service marks, logos, rights in designs, trade dress, trade names, domain names, goodwill associated with the foregoing, copyright (including rights in computer software) and moral rights, semi-conductor topography rights, rights in inventions, utility models, rights in know-how, confidential

models, rights in know-how, confidential information such as trade secrets and database rights and other intellectual property rights in each case whether registered or unregistered and all rights or forms of protection having

equivalent or similar effect anywhere in the world and "registered" includes registrations and applications for registrations.

IOC: means the International Olympic Committee.

IPC: means the International Paralympic Committee.

JPC: means the Japanese Olympic Committee.

JPC: means the Japanese Paralympic Committee.

Minor: means a person under the age of eighteen (18)

years old.

NOC: means the National Olympic Committee of each

country as recognised by the IOC.

OCOG: means any Olympic Games and Paralympic

Games organising committee, including TOKYO

2020.

OBS: means the Olympic Broadcasting Services London Limited (No. 06604033), a wholly owned

subsidiary of Olympic Broadcasting Services S.A., the entity designated by the IOC to be responsible for producing television and radio

coverage for the Games.

Olympic Mark: means any trade marks, trade or business names, logos or design rights (or applications for any of the foregoing) or any other Intellectual Property Rights of any Campa Rady (in each case whether

Rights of any Games Body (in each case, whether registrable or otherwise), including marks and designs relating to the Games, any Olympic or Paralympic teams, the Olympic Symbol (i.e. the five rings of the IOC), the Paralympic Symbol (i.e. the three agitos of the IPC), the words "Olympic", "Olympian", "Paralympic",

"Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word(s), motto, symbol or

representation.

Olympic Parties: means the IOC (including any IOC nominees),
NOCs and the OCOGs as well as OBS, Olympic

Channel Services S.A., the Olympic Foundation for Culture and Heritage, the Olympic Museum, Olympic Solidarity and the International

Federations.

Prohibited Materials: means:

- (a) vertical/horizontal banners or other signs bearing (in our judgment) commercial, offensive or provocative messages;
- (b) any items or documents having a promotional/advertising or commercial purpose (including documents, leaflets, badges, signs, symbols and vertical/horizontal banners, uniforms, clothing, etc.);
- (c) any items having a promotional/advertising or commercial purpose that incorporate the logos, branding, get-up of or slogans associated with you or any of your Guests; and
- (d) materials for which possession is restricted by Article 31 of the Ticket Terms and Conditions.

Price: means the price of the relevant Team GB House Hospitality paid or payable by you and which

price is inclusive of taxes.

STH: means Sports Travel & Hospitality Group Limited a company incorporated in England whose registered business office is at: One, Southampton

Row, London, WC1B 5HA.

Team GB House Hospitality: means a pre-specified bundle of products and services, the content of, and prices (Price(s)) applicable to which are planned out and implemented by us, for which we make available to you. While the content of Team GB House Hospitality may vary within the scope of a predetermined menu of options offered in accordance with the type of package purchased, all Team GB House Hospitality will

Tickets: means tickets for entry to Games Events or to the

Games Venues as issued by Tokyo 2020.

contain Tickets.

Ticket Terms and means Tokyo 2020 – Terms and Conditions of Ticket Purchase and Use, available at http://ticket.tokyo2020.org/Home/TicketTerm.

Tokyo 2020: means the Tokyo Organising Committee of the

Olympic Games and Paralympic Games.

Trademarks: means STH, the BOA and Tokyo 2020.

we, us: means Mike Burton Travel Limited trading as Team

GB Live of Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE. Company Number is

0261665

you, your: means the lead booker and the person that directly purchases Team GB Hospitality from us.

APPENDIX TWO - TICKET TERMS & CONDITIONS

Tokyo 2020 - Terms and Conditions of Ticket Purchase and Use

The Tokyo Organising Committee of the Olympic and Paralympic Games ("**Tokyo 2020**") has established the following terms and conditions for the purchase and use of Tickets to the Games. Please read these terms and conditions carefully when purchasing and using Tickets. By applying to purchase Tickets or receiving, possessing or using Tickets, the Users will be considered to have understood, accepted and agreed to comply with the terms and conditions.

Chapter 1 Definitions and Interpretation

Article 1 Definitions

Unless separately defined herein, the definition of each of the terms used in these terms and conditions shall be as follows:

- "Applicant" means the Person who has made an application to the Authorised Ticket Source to purchase a Ticket.
- (2) "Authorised Hospitality Package Provider" means, collectively, Tokyo 2020 Official Trip Package Providers, Tokyo 2020 Olympic Official Hospitality



Package Providers and any other distributors appointed by Tokyo 2020 to sell hospitality packages in Japan.

- (3) "ATR" means an authorised ticket reseller which is the NOC or NPC and/or an entity nominated by the NOC or NPC, approved by Tokyo 2020 and the IOC or IPC to promote, sell and distribute Tickets within the designated territory of the relevant NOC or NPC.
- (4) "Authorised Ticket Source" means Tokyo 2020, ATR, Authorised Hospitality Package Providers or any other Person who is appointed or authorised by Tokyo 2020 to sell or distribute Tickets to a third party.
- (5) "Force Majeure" means any cause beyond Tokyo 2020's reasonable control, including, without limitation, acts of God, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, flood, theft, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, public health emergency, and acts or regulations of national or local governments
- (6) "Games" means the Games of the XXXII Olympiad and the Tokyo 2020 Paralympic Games.
- (7) "Games Body" means collectively the IOC, IPC, JOC, JPC, NOCs, NPCs, IFs, NFs, Tokyo 2020 or any other organising committee of an Olympic or Paralympic Games.
- (8) "Holder" means the Person who has legitimate authority to possess a Ticket, such as a person who possess a Ticket purchased from Authorised Ticket Source, or has received a Ticket from the Purchaser or a third party pursuant to the Terms and Conditions.
- (9) "IF" means the International Federation, an organisation recognised by the IOC or IPC for each sport.
- (10) "IOC" means the International Olympic Committee.
- (11) "IPC" means the International Paralympic Committee.
- (12) "Japanese Resident" means an individual who resides in Japan.
- (13) "JOC" means the Japanese Olympic Committee.
- (14) "JPC" means the Japanese Paralympic Committee.
- (15) "NF" means the National Federation or National Governing Body for each sport.
- (16) "NOC" means the National Olympic Committee of each country.
- (17) "NPC" means the National Paralympic Committee of each country.
- (18) "OCOG" means the Organising Committees for the Olympic Games that will be held after the Games; namely, Beijing 2022, Paris 2024, Los Angeles 2028 and the city to be awarded the right to host the Olympic Winter Games in 2026.
- (19) "On-Site Authorised Ticket Sources" means the official on-site box offices authorised by Tokyo 2020 to sell or deliver Tickets. On-Site Authorised Ticket Sources will be installed at the Main Ticket Centres and near the Venues.
- (20) "Person" means an individual, corporation, association or any other legal person.
- (21) "Personal Information" means information regarding a living individual that can identify a specific individual.
- (22) "Purchaser" means the Person who has purchased a Ticket pursuant to the Terms and Conditions
- (23) "Session" means a period of time for which a single Ticket to a cultural event or sport event has been issued (including preliminaries, qualifying and final athletic competitions, the opening ceremony, closing ceremony, and potentially the medal ceremonies and other ceremonies).

- (24) "Terms and Conditions" means, collectively, these terms and conditions, the Ticket Guide, the provisions of the Ticket Application Form, Tokyo 2020's Privacy Policy (https://tokyo2020.org/en/privacy-policy/), the Venue Rules, and any other rules separately provided in regard to the Tickets by Tokyo 2020.
- (25) "Tickets" means the tickets for the Games issued by Tokyo 2020.
- (26) "Ticket Application Form" means the hard-copy or online application form that needs to be filled out in order to apply for the purchase of the Tickets.
- (27) "Ticket Guide" means the Ticket Purchase Guide for Tokyo 2020 Ticketing Website issued by Tokyo 2020. The Ticket Guide is available on the Tokyo 2020 Ticketing Website (https://ticket.tokyo2020.org/).
- (28) "Tokyo 2020 Official Trip Package Provider" means a Person who is appointed by Tokyo 2020 to sell Tokyo 2020 Olympic Official Trip Packages (namely, domestic trip packages including Tickets for the Games of the XXXII Olympiad) or Tokyo 2020 Paralympic Official Trip Packages (namely, domestic trip packages including Tickets for the Tokyo 2020 Paralympic Games).
- (29) "Tokyo 2020 Olympic Official Hospitality Package Provider" means a Person who is appointed by Tokyo 2020 to sell Tokyo 2020 Olympic Official Hospitality Packages (namely, an in-venue hospitality package product including Tickets for the Games of the XXXII Olympiad).
- (30) "Tokyo 2020 Ticket Resale Service" means the official online platform service enabling the authorised resale of Tickets by Purchasers who purchased the Tickets directly from Tokyo 2020.
- (31) "Tokyo 2020 Ticketing Website" means the official website (https://ticket.tokyo2020.org/)providing information about the Ticketing Programme and the opportunity to purchase Tickets.
- (32) "User" means, collectively, the Applicant, the Purchaser and the Holder.
- (33) "Venue" means any location under the control of Tokyo 2020 where a Session is to be held and which requires a Ticket to access.
- (34) "Venue Rules" means the rules and regulations provided for each Venue, the details of which may be confirmed at the website of each Venue or the On-Site Authorised Ticket Source of each Venue.

Chapter 2 Application of Terms and Conditions

Article 2 Scope of Terms and Conditions

- All Tickets shall be subject to the Terms and Conditions and all Users shall comply with the Terms and Conditions when applying for, purchasing, receiving, holding, using or reselling the Tickets, and the rights of Users in relation to Tickets are limited to those granted by Tokyo 2020 under the Terms and Conditions.
- Tokyo 2020 may set out separate rules for any specific event held by Tokyo 2020, in which case, Users who attend such event shall become subject to such separate rules in addition to the Terms and Conditions.

Article 3 Changes to Terms and Conditions

Tokyo 2020 reserves the absolute right to change the Terms and Conditions from time to time. If such changes will materially affect the rights of Users, Tokyo 2020 shall notify the Users of such changes by a method to be determined by Tokyo 2020. The latest version of these terms and conditions is available on the Tokyo 2020 Ticketing Website.

Chapter 3 Tickets

Article 4 Tickets Issued by Tokyo 2020

 All Tickets remain the exclusive property of Tokyo 2020, and Tokyo 2020 reserves the right to request Holders to return Tickets when such Tickets have become void or been sold or used in breach of the Terms and Conditions.



- The Holder may enter a Venue to attend a Session and occupy a seat or space specified by Tokyo 2020, pursuant to the content of the Tickets and the provisions of the Terms and Conditions.
- 3. Each individual will be required to have one Ticket in order to enter a Venue to view a Session, regardless of age; provided, however, that an infant under two years of age, who will view the Session with a Ticket Holder without using an additional seat, may enter a Venue and view a Session without a Ticket (up to one such infant per such Ticket Holder).
- 4. Tickets will be issued by Tokyo 2020 pursuant to the Terms and Conditions. The Tickets may be used in the following forms: (i) Tickets that are issued in hard-copy form; (ii) "print@home" Tickets that are electronically issued and printed out by the User; and (iii) mobile Tickets via an electronic ticketing service designated by Tokyo 2020 that are displayed on the screen of a mobile device.
- Unless expressly permitted by the Terms and Conditions, a Ticket User may not transfer his/her Tickets or all or any part of his/her rights recognised under the Terms and Conditions to a third party or provide the same as collateral.

Chapter 4 Purchasing Tickets

I. General Provisions

Article 5 Application to Purchase Tickets

- 1. A Person wishing to purchase Tickets for a specific Session shall follow the application procedures prescribed by Tokyo 2020, such as those for completing and submitting a Ticket Application Form to Tokyo 2020. For the avoidance of doubt, a Ticket Application Form is only used for applying to purchase Tickets from Tokyo 2020 and purchases of Tickets from the Authorised Ticket Source other than Tokyo 2020 shall be subject to the separate procedures provided by the relevant Authorised Ticket Source.
- Ticket Application Forms must be completed within the application period set out by Tokyo 2020. Applications to purchase Tickets may not be made after the end of the application period. Tokyo 2020 shall not be liable for any failure to submit Ticket Application Forms during the application period.
- 3. A Person applying to purchase Tickets may not alter, process, change or damage the Ticket Application Form. Tokyo 2020 may reject Ticket Application Forms that have been altered, processed, changed or damaged. In such instance as well, Tokyo 2020 shall not be liable for any failure to accept any applications to purchase Tickets.
- The act of filling out and submitting a Ticket Application Form does not guarantee the Applicant the availability of the Tickets applied for.
- An Applicant may not change or cancel the application for the purchase of Tickets once the Ticket Application Form has been submitted unless otherwise permitted by Tokyo 2020.

Article 6 Errors in Application Process

Tokyo 2020 shall not be liable for any incorrect entry of information on the Ticket Application Form or for any incomplete or illegible entries on the Ticket Application Form, technical malfunctions of the internet, or failure of computer hardware or software that prevents the completion of the Ticket Application Form.

Article 7 Limitation on Number of Tickets Applied for

There may be instances in which there will be a maximum number of Tickets that a Person may apply for at one time, in order to provide opportunities so that as many people as possible may view a Session. The number of Tickets that a Person may apply for in relation to certain Sessions may also be limited due to reasons such as the limited number of seats or the popularity of the Session. If the number of Tickets applied for exceeds the applicable maximum number, the applications for Tickets will be valid up to the applicable maximum number. The maximum number of Tickets that a Person may apply for will be determined by Tokyo 2020 and posted on the Tokyo 2020 Ticketing Website.

Article 8 Changes to Number of Tickets Sold; Resumption of Sales

Tokyo 2020 reserves the right to determine, at its sole discretion, the total number of Tickets to be distributed to the public, and Tokyo 2020 may increase or decrease the number of Tickets at any time. Tokyo 2020 also reserves the right to finish or resume the sales of Tickets at its sole discretion. For the avoidance of doubt, notwithstanding the increase or decrease of the total number of Tickets, or end or restart of the sales of Tickets, no application for the purchase of Tickets may be changed or cancelled in any case, and any Tickets already purchased may not be changed, cancelled, exchanged or refunded.

Article 9 Purchasing Tickets in Breach of Terms and Conditions

- Tokyo 2020 may, at its sole discretion, refuse or cancel the following applications:
 - applications to purchase Tickets made in breach of the Terms and Conditions or the laws and regulations;
 - (ii) applications to purchase Tickets from any Person suspected of intending to resell, distribute or offer a Ticket or Tickets in breach of the Terms and Conditions; or
 - (iii) applications to purchase Tickets from any Person suspected of having provided fraudulent or misleading information in the Ticket Application Form when submitting the same.
- Tickets may only be purchased directly from Authorised Ticket Sources.
 Tokyo 2020 is not responsible for any Tickets that are obtained from any
 Person other than an Authorised Ticket Source, and Tokyo 2020 reserves the
 right to void any such Ticket without refund and to request the Holder to
 return such Ticket in hard-copy form to Tokyo 2020.
- The existence of any Ticket violating the Terms and Conditions may be reported to the relevant customer service centre.

II. Purchase of Tickets through Tokyo 2020 Ticketing Website

Article 10 Ticket Purchases

- Japanese Residents may only purchase Tickets directly from Tokyo 2020 on the Tokyo 2020 Ticketing Website or through an On-Site Authorised Ticket Source, or from an Authorised Hospitality Package Provider, or any other Authorised Ticket Sources in Japan.
- 2. Persons other than Japanese Residents may purchase Tickets from ATRs which are appointed and authorised to sell Tickets in the territory where such Person resides (a list of ATRs is available at the Tokyo 2020 Ticketing Website). Any Person who resides in a territory where no ATR is appointed (except for Japan) may purchase Tickets from Tokyo 2020 after Tokyo 2020 commences the worldwide sale of Tickets, from which time any Person, including those reside outside of Japan, may purchase Tickets directly from Tokyo 2020 on the Tokyo 2020 Ticketing Website.
- 3. If a minor wishes to purchase Tickets, he/she must obtain the consent of his/her legal representative, such as a guardian or person in parental authority. Tokyo 2020 reserves the right to reject or cancel any application to purchase Tickets submitted by a minor who fails to obtain the consent of his/her legal representative.

Article 11 Pricing Categories

The availability of Tickets depends on the demand for and inventory of Tickets. If an Applicant has indicated his/her consent in the Ticket Application Form to be allocated Tickets from a lower price category than the price category specified as a first choice in such Ticket Application Form, the Purchaser agrees and acknowledges that he/she shall be deemed to have offered to purchase the same number of Tickets to the same Session in the next lowest pricing category with a different seat location in case the first choice Tickets cannot be allocated to the Applicant.

Article 12 Application for Special Tickets

 Tokyo 2020 may sell special "Tokyo 2020 Group Tickets" which are Tickets for groups of two (2) or more Japanese Residents with children, senior citizens, or persons with disabilities. For the avoidance of doubt, Tokyo 2020 Group



Tickets are only available to Japanese Residents. Tokyo 2020 Group Tickets are only available to groups that include at least one child, senior citizen or person with disabilities. All Holders under a Tokyo 2020 Group Ticket are required to enter the Venue together. The term "child" means any person who is of or under the age of twelve (12) years as of the date of the Session, a "senior citizen" means any person who is of or over the age of sixty (60) years as of the date of the Session, and a "person with disabilities" means any person who has a limitation in their daily activities such as in moving, obtaining information and/or speaking, or whose activity classification or level has been diminished or changed due to physical conditions, mental conditions or health issues; the details thereof are set forth in Tokyo 2020's Accessibility Guidelines (https://tokyo2020.org/jp/organising-committee/accessibility).

- 2. Holders under a Tokyo 2020 Group Ticket may be required to provide personal identification evidencing that the group includes at least one child, senior citizen or person with disabilities. If the group is unable to present any proof of eligibility for such Tokyo 2020 Group Ticket, Tokyo 2020 reserves the right to void the relevant Tokyo 2020 Group Ticket and refuse entry to the Venue for the Holders of such Tokyo 2020 Group Ticket.
- Additional details about Tokyo 2020 Group Tickets will be separately stipulated by Tokyo 2020 on the Tokyo 2020 Ticketing Website.

Article 13 Application through Tokyo 2020 Ticketing Website

Sales of Tickets by Tokyo 2020 will take place in various phases and there are specific purchase rules and procedures which are applicable to each sales phase and to certain categories of Applicants. When submitting an application to purchase Tickets, the Applicant shall comply with all such applicable rules and procedures. The specific details of the purchase rules and procedures are outlined as part of the purchase process and will be made available on the Tokyo 2020 Ticketing Website. Tokyo 2020 reserves the right to reject an application to purchase Tickets in the case of any attempt to circumvent or avoid adherence to the purchase rules and procedures.

Article 14 Prohibition of Multiple Applications

Any Person who wishes to purchase Tickets shall submit a Ticket Application Form with his/her own Tokyo 2020 ID. Neither registration of multiple Tokyo 2020 IDs nor multiple applications to the same Session with multiple Tokyo 2020 IDs is permitted. If applications are made with multiple Tokyo 2020 IDs, Tokyo 2020 reserves the right to cancel all the relevant applications made with the multiple Tokyo 2020 IDs and/or to void all the relevant Tickets purchased through the multiple applications. In such instance, no refunds will be available for the voided Tickets.

Article 15 Payment

- 1. By applying to purchase Tickets, the Applicant is deemed to have consented to pay the price for the Tickets applied for by using the payment method set forth by Tokyo 2020, including by way of card payment (meaning payment by credit card, debit card or prepaid card). Tokyo 2020 will only charge the Purchaser the price for the Tickets that were applied for and have been allocated. The Purchaser is required to pay the price using the payment method prescribed by Tokyo 2020 by the payment deadline set forth by Tokyo 2020.
- Payment of the Ticket price through the Tokyo 2020 Ticketing Website is only
 permitted by card payment or payment at a convenience store located in
 Japan and designated by Tokyo 2020. Tokyo 2020 reserves the right to
 determine any and all details regarding the payment methods at its sole
 discretion.
 - (1) As the exclusive payment technology sponsor of the Olympic Games, Visa is the only payment brand accepted on the Tokyo 2020 Ticketing Website. The card used when purchasing the Tickets must be registered in the name and address of the Applicant. Counterfeit or altered cards must not be used. When the Applicant breaches any of these conditions, Tokyo 2020 reserves the absolute right to refuse the Ticket orders or void any Tickets purchased in breach of such condition.
 - (2) Cash may only be used for payments made at convenience stores located in Japan and designated by Tokyo 2020, and cash may only

be used if the total amount of the Ticket price and the payment charges is less than JPY 300,000.

3. Even if a purchase application is completed, if payment in full is not made by the payment deadline determined by Tokyo 2020, Tokyo 2020 may revoke the application for purchase of the relevant Tickets and Tokyo 2020 will not be liable for any damage incurred by the Applicant or a third party arising therefrom. Further, Tokyo 2020 reserves the right to restrict the Applicant from using the services for purchasing Tickets provided by Tokyo 2020 and to refuse any further use of the services or applications for Tickets.

Article 16 Handling Fees

In addition to the face value of the Tickets, the Applicant shall be responsible for paying any fees payable for any transaction with Tokyo 2020 for the processing, payment and delivery of the relevant Tickets, including, without limitation, convenience store payment commission, issuance charge, and delivery charge.

Article 17 Allocation of Seats

- Tokyo 2020 will, at its sole discretion, designate the seats or spaces for viewing the Session to the Purchaser, based on the category of the Tickets purchased. The Purchaser is not permitted to specify specific seats or request changes to the seats or spaces once they have been designated.
- Tokyo 2020 shall endeavour to have Tickets for seats booked under one (1)
 Ticket Application Form be allocated adjacent to one another, wherever
 possible. The allocated seats may be on either sides of the aisle or in front
 of/behind one another.
- If it is necessary for the operation of the Games, such as for the arrangement
 of the Venue or to ensure safety, Tokyo 2020 reserves the right to move a
 ticketed seat or space to a comparable or better location, at Tokyo 2020's
 discretion, for any Venue or Session

Article 18 Delivery of Tickets

- Tokyo 2020 will issue Tickets to the Purchaser once the Tickets have been allocated and completion of payment in full is confirmed by Tokyo 2020. Tokyo 2020 reserves the right to withhold issuance of the Tickets until Tokyo 2020 confirms the completion of payment in full for the applied-for Tickets.
- At the time of the Ticket purchase procedure, the Purchaser shall select the desired method for receiving the Tickets from among the following options. Further, Tokyo 2020 may separately designate another method or methods to receive the Tickets, as necessary:
 - Receiving delivery of the Tickets in hard copy form at an address specified by the Purchaser (limited to addresses in Japan and additional issuance fee and delivery will be charged.);
 - (2) Collecting the Tickets in hard-copy form at an On-Site Authorised Ticket Source (please note that an additional issuance fee may be charged and that this option is not available in the case of lottery sales.);
 - (3) Using "print@home" to print out the Tickets on a printer at home or elsewhere; or
 - (4) Downloading a mobile Ticket by using the electronic ticketing service provided by Tokyo 2020 (receive by mobile device).
- 3. Regardless of the form of the Tickets, no duplicates or copies of the Tickets may be handed over to any other Person. If the Purchaser hands over any duplicate or copy of any Ticket to any other Person, this shall constitute a breach of the Terms and Conditions and Tokyo 2020 may void all of the Tickets purchased by such Purchaser without refund.
- 4. If the Purchaser wishes to receive delivery of the Tickets in hard-copy form, he/she shall designate an address in Japan by the deadline determined by Tokyo 2020. Please note that post office boxes (or similar) are not acceptable addresses for the delivery of Tickets. Tickets will be delivered to the relevant address by the carrier appointed by Tokyo 2020. The Purchaser may change the delivery address during a certain period as determined by



Tokyo 2020. A signature or personal seal may be required upon receiving delivery of the Tickets. If the Tickets have not been received for any reason (such as due to the delivery address being unknown or a failure to receive the Tickets at the time of delivery), Tokyo 2020 will send a notification by email to the Purchaser's registered email address and the Purchaser may select either: (i) redelivery of the Tickets (an additional delivery fee may be incurred); (ii) receipt by way of mobile Tickets; or (iii) using print@home. If, for any reason, the Tickets have not been received seven (7) day before the commencement of the relevant Session, the Purchaser should contact the customer service centre and he/she may need to receive the Tickets by way of mobile Tickets or print@home or any other method provided by Tokyo 2020.

- If the Purchaser chooses to collect the Tickets at an On-Site Authorised Ticket Source, only the Purchaser him/herself may collect the Tickets.
- The Purchaser should immediately check the contents of his/her Tickets upon receipt and promptly contact the customer service centre if there is any mistake.
- Tokyo 2020 will not be liable for any failure or delay of receipt of the Tickets that is not attributable to Tokyo 2020.

Article 19 Holder's Responsibility

Holders have responsibility for all Tickets in their possession. Removing any part of, altering or defacing a Ticket may result in entry to a Venue being refused. Tokyo 2020 shall not be liable for and shall not provide compensation for any lost, stolen, forgotten or damaged Tickets or for damages arising out of any use by a third party of any Ticket information (including QR codes) or account information of a TOKYO 2020 ID. After the Tickets are sold, the Holder may not make a request to Tokyo 2020 for a refund for the Tickets, unless a refund is to be made pursuant to Article 40 of these terms and conditions or Tokyo 2020 is otherwise obligated to make a refund under applicable law.

III. Purchase of Tickets through On-Site Authorised Ticket Sources

Article 20 Purchase Method through On-Site Authorised Ticket Sources

- Any Person may purchase Tickets from On-Site Authorised Ticket Sources.
- 2. When purchasing Tickets through On-Site Authorised Ticket Sources, there may be instances where it will be necessary to submit a Ticket Application Form at the On-Site Authorised Ticket Source. In such cases, there may be instances where it will be necessary to enter Personal Information specified by Tokyo 2020, such as the Applicant's address, name and contact information, as well as the names of those who will attend the Session together with the Ticket Applicant. Further details regarding the purchase process at On-Site Authorised Ticket Sources are available on the Tokyo 2020 Ticketing Website and at the On-Site Authorised Ticket Source.

IV. Price

Article 21 Ticket Price

Ticket prices shall be set forth by Tokyo 2020 and be denominated in Japanese Yen (JPY). Ticket prices are inclusive of all taxes (including consumption tax) but exclusive of any fees as provided for in Article 16 of these terms and conditions including, but not limited to, convenience store payment commission, issuance charge, and delivery charge.

V. Tickets Purchased from ATR

Article 22 Tickets Purchased from ATR

1. An NOC or NPC may nominate, and Tokyo 2020 may appoint, an organisation or agency to act as an ATR for a specific territory or territories. Upon receiving Tokyo 2020's prior approval, an ATR is responsible for determining the rules and processes governing the sale of Tickets within their designated territory or territories. An ATR may choose to implement limits on how many Tickets an Applicant may apply for, and to determine the purchase, distribution and payment methods for the Tickets. If there is any discrepancy between the purchase terms and conditions for Users which

may be put in place by an ATR and those under the Terms and Conditions, the provisions in the Terms and Conditions shall prevail.

- 2. An ATR may, at its sole discretion, refuse to sell Tickets to any Person who attempts to circumvent or does not intend to adhere to any purchase rules or restrictions put in place by the ATR. An ATR is obligated to refuse the sale of Tickets to any Person who it believes plans to distribute or offer any Ticket for resale other than in accordance with the Terms and Conditions.
- 3. An ATR will always conduct Ticket sales in the currency of such ATR's designated territory and will convert the Ticket price from Japanese yen (JPY) to the local currency using the rates published by Bloomberg at the following URL (https://www.bloomberg.com/markets/currencies). Any and all bank or other charges incurred as a result of currency conversion or making payment with a payment card will be the sole responsibility of the Purchaser.
- 4. An ATR may charge a reasonable per-ticket handling charge over and above the face value of the Ticket. For the Tickets of the Olympic Games, this fee may not be more than twenty percent (20%) of the face value of the Ticket, and in any event may not exceed the capped amount of 6,000 JPY per Ticket.
- If any Person, regardless of where they reside, believes they are being offered Tickets for purchase on terms that are in violation of the Terms and Conditions, he/she should immediately contact Tokyo 2020.

Chapter 5 Entry and Viewing

I. Holder's Liability

Article 23 Holder's Obligations

- The Holder acknowledges and accepts the risks and dangers inherent or involved in attending a Session.
- The Holder is solely responsible for his/her own safety, the safety of any accompanying children and the safety of his/her and their own personal property.
- The Holder is responsible for the conduct of any accompanying children and for their compliance with the Terms and Conditions.

II. Entry and Exit

Article 24 Attendance

- 1. The Holder should make sure to access and enter the Venue before the start of the Session, by considering the time required for travel to the Venue and for the security inspection. If the Holder arrives after the commencement of the Session, there may be instances where the Holder is required to wait for an appropriate break in the Session before being granted access or where the Holder's entry will be restricted. Tokyo 2020 will not refund the Ticket price even if the Holder arrives late to the Venue due to reasons which are not directly attributable to Tokyo 2020, such as public transportation delays or reasons arising due to the Holder's own convenience.
- Tokyo 2020 may reserve the right to restrict or delay the entry of the Holder
 to the Venue due to operational reasons (such as where the previous
 Session runs behind schedule) and Tokyo 2020 will not be responsible for any
 inconvenience caused to the Holder due to such restriction or delay, and
 Tickets will not be exchanged or refunded in any such event.

Article 25 Entry

- In order to gain admission to a Venue or Session, the Holder will need to present a valid Ticket to the Venue staff upon entry.
- If requested by a Tokyo 2020 employee, Venue staff, police officer or other authorised person, the Holder must comply with a request to provide confirmation of his identity and/or that he/she is authorised to possess the relevant Tickets in accordance with the Terms and Conditions.

Article 26 Security Inspections



- Tokyo 2020 may conduct security inspections of the Holder and his/her possessions to ensure safety at the Session.
- If the Holder refuses to undergo a security inspection, he/she will not be permitted to enter the Venue or will be required to immediately leave the Venue; in such event, no refund will be provided to the Holder or the Purchaser.

Article 27 No Re-entry

Unless otherwise permitted by Tokyo 2020, once the Holder exits the Venue, he/she may not re-enter the Venue with the same Ticket. Except in unavoidable instances (such as an emergency evacuation), if the Holder exits the Venue, Tokyo 2020 may void his/her Ticket and resell the unoccupied seat or space at such Session to another Person.

Article 28 Exit

Tokyo 2020 reserves the right to require the Holder to show his/her Ticket when leaving the Venue.

III. Viewing (Venue Rules)

Article 29 Presentation of Valid Ticket

- Holders must keep their Tickets on their person at all times while attending
 the Session and must present their Tickets for inspection upon request by a
 Tokyo 2020 employee, Venue staff member, police officer or other
 authorised person. Failure to present a Ticket may result in the Holder being
 asked to leave the Venue,
- Any person who enter the Venue by using a Ticket obtained in breach of the Terms and Conditions will be asked to leave the Venue, and there may be instances where legal measures will be taken in relation thereto.

Article 30 Personal Property

There will be no storage space available at the Venue, except for children's buggies/strollers, and wheelchairs; provided, however, that there may be some Venues where children's buggies/strollers cannot be brought in and must be kept in a storage space designated by Tokyo 2020. Tokyo 2020 shall not be held responsible for the safety of any of the Holder's personal belongings.

Article 31 Prohibited Items

- 1. Tokyo 2020 has the discretion to restrict the items that the Holder may bring into the Venue, and the Holder may not enter the Venue while in possession of any item that is in violation of such restrictions. If the Holder is found to be in possession of such item inside the Venue, he/she must immediately dispose of the item and/or exit the Venue. Furthermore, Tokyo 2020 may notify the relevant authorities if the Holder is found to be in possession of any illegal item.
- The list of restricted items will be provided by Tokyo 2020 at an appropriate time and the Terms and Conditions will be updated accordingly. Tokyo 2020 has the discretion to amend the list of such items, both generally and in respect of any particular Venue or Session.

Article 32 Forbidden Behaviour

- 1. If Tokyo 2020 determines that a Holder has engaged in any of the following acts, he/she may be prevented from entering the Venue or may be removed from the Venue at Tokyo 2020's discretion, and the Ticket held by such Holder will not be refunded. A more detailed list will be provided by Tokyo 2020 at an appropriate time and the Terms and Conditions will be updated accordingly. Tokyo 2020 has the discretion to amend the list, both generally and in respect of any particular Venue or Session.
 - an act that may prevent the smooth execution of a Session;
 - an act that may prevent the viewing of a Session;
 - an act that may cause damage to life, limb or property;

- an act that may harm the management or operation of the Venue;
- an act that violates a law or regulation; or
- any other act that Tokyo 2020 sets forth as constituting forbidden behaviour.

Article 33 Filming

- 1. The Holder understands and acknowledges that the Session for which he/she has purchased tickets is a public event and that his/her appearance and actions inside and near the perimeter of the Venue where the Session is occurring are public in nature. The Holder further understands and acknowledges that he/she shall have no expectation of privacy with regard to his/her actions or conduct at the Session.
- 2. The Holder agrees to being photographed, filmed, identified and/or otherwise recorded by Tokyo 2020, the IOC, the IPC, or any third parties authorised by the IOC, including, without limitation broadcasters, news media organisations, social media networks, IF, NOC, OCOG; who, without payment, shall have the right to use any such photographs, film or recordings, both during and after the Games, for the maximum duration permitted under the applicable laws and, when applicable, at least until they are in the public domain, in any content format and through any media or technology whether now existing or created in the future and whether such use is commercial or non-commercial, in relation to the celebration and direct or indirect promotion of the Olympic Games, the Olympic Movement and/or the IOC.
- 3. The Holder may take or record still and moving images and/or sounds within the Venue. In such case, the Holder agrees that the IOC shall be the sole owner of any intellectual property rights (including the rights set forth in Article 27 and Article 28 of the Copyright Act of Japan) in such content without further authorisation from, or compensation to, the Holder or anyone acting on his/her behalf. The Holder hereby assigns any rights he/she may have in respect of such content to the IOC, including, without limitation, the rights set forth in Article 27 and Article 28 of the Copyright Act of Japan, and agrees not to exercise any moral rights in and to the same.
- 4. Pursuant to the above, the IOC hereby grants to the Holder a limited and revocable licence to use the still and moving images and sounds taken or recorded within the Venue, on the condition that such use is personal, private, non-commercial and non-promotional. Notwithstanding the foregoing, the Holder shall not transmit or distribute (or otherwise provide to a third party) any moving images and/or sounds taken or recorded within the Venue over television, radio, the internet (including on social media and by livestreaming), or any other electronic media whether now existing or created in the future with new technology, without the IOC's prior consent.
- 5. The Holder is prohibited from taking pictures or recording audio or making any other recordings in any "Photography Prohibited Area" designated in the Venue and its surrounding areas, as well as in any other restricted areas designated by Tokyo 2020, the IOC or any other authorized Person.
- The Holder is prohibited from collecting, disseminating, transmitting or publishing any scores, statistics or other information related to the events taking place within the Venues for any commercial, betting or gambling purpose.

Chapter 6 Miscellaneous

I. Accessibility

Article 34 Accessibility

- Tokyo 2020 will endeavour to ensure that Persons with additional accessibility requirements are seated in a manner which makes provision for such requirements. Persons with additional accessibility requirements must notify Tokyo 2020 or other Authorised Ticket Source of such requirements when they apply for the Tickets.
- A limited number of Tickets shall be available exclusively for use by wheelchair users to attend a Session. Applications to purchase such Tickets may only be made through the Tokyo 2020 Ticketing Website. A Person who purchases a Ticket for a wheelchair user is entitled to purchase an



additional Ticket to the same Sessions for an individual accompanying such wheelchair user. As an example, if a Person purchases Tickets for two wheelchair users, he/she may also purchase two Tickets for accompanying individuals (i.e. one for each wheelchair user) for the same Session. The total number of Tickets applied for wheelchair users and their accompanying persons at one time shall be subject to the conditions described in Article 7. A Person who wishes to apply for a Ticket for a wheelchair use must select such Ticket and specify the number of wheelchair spaces required on their Ticket Application Form.

II. Resale Prohibition

Article 35 Resale Prohibition

- 1. The Holder may not resell any purchased Tickets to any third parties, except as set out in Article 36. The Holder may not offer or otherwise advertise the resale of any Tickets on the internet, in newspapers, at ticket shops or elsewhere. Tickets may not be provided to any Person together with or as part of any other goods or services. Resale or provision of the Tickets, including transfer to a third party of the rights conferred or evidenced by any Ticket, shall not be permitted in any way, including, without limitation, by provision of Ticket information such as QR codes or transfer of a TOKYO 2020 ID to any third party.
- Any Tickets which are sold or offered or advertised for sale in breach of the Terms and Conditions shall be void. Voided Tickets may be subject to a request for return by Tokyo 2020 and may not be exchanged or refunded.
- 3. Tickets may not be used for advertising, promotion, auctions or marketing purposes (including in competitions, contests and sweepstakes). Any Tickets used for such purposes shall be void. Voided Tickets may be subject to a request for return by Tokyo 2020 and may not be exchanged or refunded.
- 4. Tickets may not be purchased or obtained from or through any Person other than Authorised Ticket Sources except as set out in Article 36. Tokyo 2020 is not responsible in any way for Tickets purchased or obtained from any Persons other than Authorised Ticket Sources.
- 5. Upon Tokyo 2020's request, the Holder must disclose to Tokyo 2020 any information which he/she retains regarding the Tickets (including, without limitation, the Session and the number appearing in "My Ticket" in the Tokyo 2020 Ticketing Website and on the Ticket issued). If the Holder transfers Tickets to any other Person, the Holder (including any Person who was previously a Holder) must, upon Tokyo 2020's request, disclose to Tokyo 2020 any information which he/she retains regarding the transferred Tickets (including, without limitation the Session and the number appearing in "My Ticket" in the Tokyo 2020 Ticketing Website and on the Ticket issued) and the transferee (including the transferee's name, address and contact information).
- In order to prevent any unauthorised ticket sales, the Holder hereby expressly agrees that:
 - (1) when Tokyo 2020 becomes aware of any Person selling or offering or advertising to sell Tickets to a third party (including a retail shop or online shop) without authorisation from Tokyo 2020, Tokyo 2020 will be entitled to request such third party to disclose information regarding the Ticket and any Personal Information of the Holder who sold the Ticket, and the Holder will not raise any objection against Tokyo 2020 or the third party with regard to such disclosure; and/or
 - (2) If Tokyo 2020 becomes aware of any Ticket being listed, offered or advertised for sale on any online service, including an online ticket resale service, an online auction, an online flea market or on social media or any other service, Tokyo 2020 is entitled to: (i) receive any information regarding the Ticket and any Personal Information of the Holder who listed, offered or advertised the Ticket for sale from the respective service provider; and (ii) make a request to the service provider (on the Holder's behalf) to take down the listed Ticket or remove the information regarding the Ticket, and the Holder will not raise any objection against Tokyo 2020 or the service provider with regard to such disclosure, takedown or removal.

Unauthorised resale of Tickets may constitute a criminal offence. Tokyo 2020
may report to the police when Tokyo 2020 becomes aware of any such
resale or offer or advertisement for such that.

Article 36 Exceptions to Resale Prohibition

- Tickets directly purchased from Tokyo 2020 may be transferred to a third
 party but only at the purchase price and only by way of using the Tokyo
 2020 Ticket Resale Service, provided that the Purchaser may transfer the
 Tickets to such Purchaser's family member, friend, colleague or other
 acquaintance but any payment or other consideration for the transfer of
 the Tickets to those persons must not exceed the face value of the Tickets
 or any benefit equivalent thereto.
- 2. Tokyo 2020 reserves the right to request the Holder to confirm, at the Venue entrance or in the Venue, his identity and/or that he/she is authorised to possess the relevant Tickets in accordance with the Terms and Conditions. If the Holder fails to confirm his/her identity, or if Tokyo 2020 has reason to believe that the Holder is not a Person authorised by Tokyo 2020, Tokyo 2020 reserves the right to request the Person to leave the Venue.

III. Session Schedule Changes, Delays and Cancellation

Article 37 Session Schedule Changes

- 1. The Holders acknowledge that a Session may be rescheduled, such as being brought forward, delayed, cancelled, discontinued or postponed, at Tokyo 2020's discretion, due to circumstances such as the weather, the operational situation of the Games or where necessary to secure safety. Excluding the cases specified in the Terms and Conditions, Tokyo 2020 shall not be held responsible for any losses incurred by any User due to a Session being rescheduled.
- 2. If there is any change to the schedule of Sessions, Tokyo 2020 will use reasonable efforts to communicate such schedule changes to the Purchaser, it is the Holder's responsibility to check and ascertain whether or not any schedule changes have been made to the Session schedule. Tokyo 2020 is not responsible for any other website data or country/team listings. Tokyo 2020 also provides no guarantee that Holders will be informed of any such delay, interruption, rescheduling or postponement before the date of the Session concerned.
- 3. All available information regarding any cancellations or reschedules of Sessions will be posted on the Tokyo 2020 Official Website (https://tokyo2020.org/jp/) which is the only website that Tokyo 2020 provides the official competition schedule. Tokyo 2020 provides no guarantee that the information of the official competition schedule, including dates, times and country/team draws posted on other websites, is correct or up to date.

Article 38 Session Delays

- If a Session's scheduled start time is delayed but the Session is still completed
 on the same calendar day (including cases where the Session is extended
 and then finishes after midnight), the Tickets for such Session will not be
 eligible for a refund and there will be no exchange of Tickets for another
 Session in such case
- If a Session is interrupted and Tokyo 2020 determines that the Session has been substantially completed, the Tickets for such Session will not be subject to any refund and may not be exchanged for Tickets to another Session.
- 3. If a Session is interrupted and Tokyo 2020 determines that the Session has not been substantially completed, and the Session is then rescheduled to take place as a new Session (separate from the existing, scheduled Session), Tokyo 2020 reserves the right to decide, at its sole discretion, that: (i) the Holder may retain his/her original Ticket for admission to the rescheduled Session without refund; or (ii) the Ticket will be refunded to the Purchaser in accordance with the refund procedures set out in the Terms and Conditions, without exchange for another Session.
- 4. If a Session is interrupted and Tokyo 2020 determines that such Session has not been substantially completed, and the Session is then rescheduled as part of an existing, scheduled, Session (namely, it does not take place as a new Session), Tokyo 2020 may decide in its discretion on a case by case



basis what option, if any (including refund subject to the Terms and Conditions) is available to the Holder or the Purchaser, but in any case, there will be no exchange to a Ticket for another Session.

Article 39 Session Cancellation

- Tokyo 2020 has the sole discretion to cancel a Session. For the avoidance of doubt, for surfing events, a Session will not be deemed cancelled even if the competition is not held in whole or in part due to reasons such as wave conditions, as long as the associated festival event is still held.
- 2. If a Session is cancelled, Tokyo 2020 will use reasonable efforts to communicate such cancellation to the Purchaser. All available information regarding any cancellations will be posted on the Tokyo 2020 Official Website and it is the Holder's responsibility to check and ascertain whether or not a Session has been cancelled. Tokyo 2020 provides no guarantee that Holders will be informed of such cancellation before the date of the relevant Session.
- 3. If a Session is cancelled, the Purchaser may apply for a refund in accordance with the Terms and Conditions

IV. Refund Procedures

Article 40 Refund

- Refunds will be given up to the face value of the Tickets purchased and obtaining a refund is the sole and exclusive remedy available. No exchanges, changes or cancellations of purchased Tickets will be accepted by Tokyo 2020, and Tokyo 2020 will not accept any return of Tickets.
- If a refund is permitted, Tokyo 2020 will refund the face value of the Tickets
 to the Purchaser pursuant to the Terms and Conditions and other
 procedures determined by Tokyo 2020. It should be noted that expenses
 incurred in relation to the Tickets, such as convenience store payment
 commission, issuance charge, and delivery charge, are not subject to
- 3. Refunds will only be made to Purchasers who purchased Tickets directly from Tokyo 2020. No refunds will be made to Holders who are not Purchasers. Any Purchaser who purchased Tickets from the Authorised Ticket Source other than Tokyo 2020 will not be entitled to receive a refund directly from Tokyo 2020. Any inquiries regarding refunds for Tickets purchased from the Authorised Ticket Source other than Tokyo 2020 should be made to the contact point for such Authorised Ticket Source.
- 4. Refunds will only be made by Tokyo 2020 and, as provided for in Paragraph 3 above, Authorised Ticket Source, none of the other members of the Games Body including the IOC shall be responsible to refund money to Purchasers and/or Holders.

Article 41 Refund Method

- 1. If a Purchaser is entitled to a refund from Tokyo 2020, the Purchaser shall submit a refund application on the Tokyo 2020 Ticketing Website by the deadline set out by Tokyo 2020. The category and number of Tickets subject to the refund must be identified in the refund application form. Further details will be provided by Tokyo 2020 at an appropriate time and posted on the Tokyo 2020 Ticketing Website.
- There will be no on-site refunds for Tickets, including at any On-Site Authorised Ticket Sources. The refund procedures for Tickets purchased through On-Site Authorised Ticket Sources shall be made on the Tokyo 2020 Ticketing Website.
- Refund procedures may be taken on the "My Ticket" page by logging into the Tokyo 2020 Ticketing Website.
- 4. In the case where a refund is to be made by overseas remittance, the Purchaser may be subject to certain restrictions, delays and other burdens including unavailability of remittance as a refund method or the Purchaser may incur cost or charge including, wire transfer/receipt charges and costs (which may render the remaining amount available for refund to nil).

V. Personal Information

Article 42 Personal Information

Tokyo 2020 will handle the Personal Information that the User provides to Tokyo 2020 in accordance with the terms of Tokyo 2020's Privacy Policy (https://tokyo2020.org/en/privacy-policy/). Such handling of Personal Information may include sharing the same with the IOC or IPC.

VI. Exclusion of Anti-Social Forces

Article 43 Exclusion of Anti-Social Forces

If Tokyo 2020 determines that a Person is related to a criminal organisation, a member of a criminal organisation, an associate member of a criminal organisation, a criminal organisation-related company, an extortionist who threatens to disrupt shareholder meetings, an activist who pursues illegal profits by disguising him/herself as a social activist, an activist who pursues illegal profits by disguising him/herself as a political activist, a criminal organisation-related group with specialised knowledge or any similar group or individual (commonly referred to as "anti-social forces"), Tokyo 2020 may refuse to sell or deliver Tickets to such Person, or may deny entry by such Person into the Venue, refuse to allow such Person to view the Session or order the removal of such Person from the Venue.

VII. Invalidation of Tickets

Article 44 Invalidation of Tickets

- Any Ticket obtained, transferred, offered or advertise for resale or used in breach of these Terms and Conditions will be void without refund and all rights conferred or evidenced by such Ticket shall be nullified. Entry to the Venue and attendance to the Session with a voided Ticket is not permitted.
- Tokyo 2020 reserves the right to revoke a Purchaser's qualification to use their Tokyo 2020 ID subject to the Tokyo 2020 Site Service Terms of Service (https://id.tokyo2020.org/terms/ja/index.html]. If a Purchaser's qualification is revoked, all of the Tickets purchased by such Purchaser will automatically become void regardless of the Holders thereof.
- If a Ticket that was issued in hard-copy form becomes void, the Holder must promptly return the voided Ticket to Tokyo 2020 upon Tokyo 2020's request.

VIII. Liability

Article 45 Disclaimer

- Neither Tokyo 2020, any other Authorised Ticket Source nor any member of the Games Body shall be liable for any loss, theft, damage or defacement of the Tickets, and Tokyo 2020 will not reissue the Tickets in any such case.
- A Session may not be viewed with forged or voided Tickets, and Tokyo 2020 will not be liable in any way for the acquisition of forged or voided Tickets. Tickets must only be properly purchased from Authorised Ticket Source.
- Arrangements for issues such as travel, accommodation and food and beverages which are made by the Holder to participate in the Session shall be made at the Holder's sole responsibility, and Tokyo 2020, any other Authorised Ticket Source or any member of the Games Body will in no way be liable therefor.
- 4. Unless attributable thereto, none of Tokyo 2020, any other Authorised Ticket Source, any Venue owner, manager, any other Tokyo 2020 contractor or any member of the Games Body involved in the operation of the Games will in any way be liable for any damage that arises when a Holder participates in a Session, including, without limitation, any of the damage set forth below:
 - Damage due to the fair execution of the Session, such as the intrusion of a ball or other event equipment into the stands during the Session;
 - Damage due to an act engaged in by a User in contravention of the Terms and Conditions; and



(3) Damage due to Force Majeure.

Article 46 Force Majeure

Tokyo 2020 shall not be liable for any failure to perform any obligation under the Terms and Conditions to the extent that the failure is caused by a Force Majeure.

Article 47 Limitation of Liability

To the extent permitted by law, if a User incurs damage due to Tokyo 2020's breach of any of the Terms and Conditions, the maximum amount of damages payable to the User will be the total amount of the face value of the Tickets applied for, purchased or held. In addition, Tokyo 2020 will not be liable for any special, indirect or incidental damages due to their having breached the Terms and Conditions; provided, however, that such limitation of liability shall not apply in cases of wilful intent or gross negligence on Tokyo 2020's part with respect to the breaching act.

Chapter 7 General Provisions

Article 48 Severability

If any of the Terms and Conditions become invalid for any reason, the remaining provisions shall remain in full force and effect.

Article 49 Language

These terms and conditions have been drafted in Japanese. In the event of any discrepancy between the contents of these terms and conditions drafted in Japanese and the English translation hereof provided by Tokyo 2020, or a

translation hereof into another language provided by an ATR, the provisions of the Japanese version shall prevail.

Article 50 Governing Law, Jurisdiction

- I. The Terms and Conditions are governed by the laws of Japan.
- If a dispute arises between Tokyo 2020 and any User in connection with the Tickets or the Terms and Conditions, such dispute shall be resolved by goodfaith mutual consultation between the parties.
- In the event of the preceding clause, if the dispute cannot be resolved by way of such consultation, the dispute will be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Chapter 8 Inquiries

Article 51 Inquiries

Any information requests relating to Tickets should be addressed to the relevant customer service centre detailed on the Tokyo 2020 Ticketing Website or the Authorised Ticket Source from whom the Ticket purchase was made.

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