



TOTAL SPORTS TRAVEL BOOKING & CONDITIONS FORM FIFA WORLD CUP 2010™



Passenger Names (Full Names as they would appear in your passport e.g. William not Bill, Robert not Bob etc.....)

1. _____ Title _____ 2. _____ Title _____
3. _____ Title _____ 4. _____ Title _____

Postal Address: _____

Postcode: _____

Phone: (H) _____ (W) _____ (Mobile) _____

Email Address: _____

Tour(s) Required & Category of Tickets (Please tick):

Airline Choice? _____ **Economy** **Business** (surcharge applies)

Preferred Depart/Arriv cities **Depart** _____ **Return** _____

Preferred travel dates **Depart** _____ **Return** _____

<input type="checkbox"/> A15 - 15 Nights Johannesburg	<input type="checkbox"/> A4 – Round 16 extension
<input type="checkbox"/> A32 – Full Monty (32 nights)	<input type="checkbox"/> A17 – The Business End (17 night)
<input type="checkbox"/> B – 5 Nights Durban, 10 nights J'Burg	<input type="checkbox"/> C – 5 nights Durban, 5 nights J'Burg, 5 nights Nelspruit
<input type="checkbox"/> D – 10 nights J'burg, 5 nights Nelspruit	<input type="checkbox"/> E – Aussie Overland 16 day, 15 night
<input type="checkbox"/> E – Aussie Overland 21 day, 20 night	<input type="checkbox"/> Follow Another Team.....

<input type="checkbox"/> Total Football Village	Hotel Option	<input type="checkbox"/>(name of hotel)	
Hotel Configuration	<input type="checkbox"/> Double	<input type="checkbox"/> Twin	<input type="checkbox"/> Single
Total Football Village Configuration	<input type="checkbox"/> Dorm Style	<input type="checkbox"/> Twin Share Facilities	<input type="checkbox"/> Single Share Facilities
Travel Insurance Required (Mandatory)	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes purchased elsewhere	
Merchandise clothing size			

Single Travellers – Please tick if you are a single traveler wishing to share a room with another tour guest to avoid the Single Supplement. Whilst every effort will be made to match guests based on gender, age etc. this cannot be guaranteed.

I have read the booking terms and conditions below which I accept on behalf of myself and the other persons named in this booking.

Signed: _____ Date: _____

Name of Person Signing (Please print): _____

I have attached my deposit of 50% (less pre registration fee if applicable) Yes No

Credit Card (additional fee will be charged) Cheque Direct Debit Cash

Credit Card Authorisation: I hereby authorise Total Sports Travel to charge my credit card for the agreed total amount of AUD \$_____ and agree to a 2% merchant fee for Visa/MasterCard and 3% credit card fee for Amex/Diners.

Name of cardholder: _____ Card Type (Visa/MasterCard/Diners/Amex): _____

Signature of cardholder: _____ Date: _____

Expiry Date: _____ Card Number: _____ / _____ / _____ .I.D no (on back of card): _____

I accept & acknowledge the terms & conditions as outlined above.

Account Name: **TTG Australia Pty Ltd** BSB: **084069** Account No: **892460984 (For direct deposits)**

Bank: Bank of New Zealand Australia (A division of National Australia Bank)

VISA is an Official Partner of FIFA World Cup™ and is our preferred method of payment



FIFA World Cup™ Prefers Visa

Please fax your booking form to 07) 3839 8744
Or email info@totalsportstravel.com.au



Total Sports Travel

Booking Terms and Conditions (FIFA WORLD CUP 2010™)

We ask that our passengers read these conditions carefully as these conditions are the basis on which bookings are accepted. It is assumed that all bookings have read, understood and accepted the following terms and conditions.

Responsibility

TTG Australia Pty Ltd T/A Total Sports Travel (hereinafter referred to as 'the company') acts as agent only in the arrangement of the flights, tours and other travel services requested.

The Company is not a carrier or hotelier and does not own, manage, control or operate any transportation vehicle, hotel, restaurant or other service (collectively called 'the service suppliers').

All tickets, coupons, exchange orders, receipts and contracts are issued on the basis that the passenger's accept that the service supplier/s terms and conditions apply in all circumstances.

The company is not responsible for any injury, loss, delay or irregularity, additional expense or liability, sickness or death caused to any person or property due directly or indirectly by the acts, omissions or default, negligent or otherwise, of providers of transport, accommodation or other services, or by force majeure or other events beyond their control howsoever caused or arising from but not limited to any act, neglect, default or otherwise or its servants or agents or resulting directly or indirectly from civil disturbance, wars whether declared or otherwise, fire, earthquake or flood, unusually severe weather riots, strikes, acts of God, incidents of the sea or air, acts of government or of any other authorities legally elected or de facto, breakdown in machinery or equipment, theft, pilferage, epidemic, quarantine, medical, customs or other regulations, delay or cancellation or changes in itinerary or schedules or overbooking, improper or insufficient passports or visas or other documents.

The company reserves the right to cancel, amend or modify any of the arrangements contained in the itinerary, or part thereof confirmed to the passenger/s. If any further services (including optional tours) are arranged or provided by the company, it is accepted that they are being provided on the same terms and conditions as the conditions herein.

The Company or supplier reserves the right to cancel a departure where minimum passenger numbers are required but not achieved or in the case of an airline where schedule changes or other reason prevent operation of their service/s. In such cases a refund may be made or an alternative itinerary offered to which all or remaining funds paid to the Company by the passenger/s will be credited.

The Company will not have received payment until same is received, deposited and cleared with the company's bankers. This includes such air tickets and other documents which require issuance by a specific date which will be clearly indicated on the Company's confirmation and invoice to the passenger/s. Failure to provide the company with cleared funds by the due date will cause cancellation of relevant bookings which may also attract cancellation fees which will be due and payable to the Company by the passenger/s.

The Company will be entitled to retain any interest on monies paid to it, and to disburse such monies at its discretion in respect of the services to be provided (including forward exchange currency contracts taken out by the Company).

Australian GST

At the time of printing, the Australian Taxation Office considers that international travel does not attract GST, while wholly domestic travel to and within Australian states and territories does attract GST and such GST will be shown on the company's invoice. Should the Australian Taxation office impose or amend GST conditions, the Company will be obliged to abide by such amended regulations.

Prices for Travel Arrangements

All travel arrangements booked for the passenger/s have been based on costs at the time of booking and are subject to change in accordance with advice from the service suppliers regarding changes to airfares, fluctuation of exchange rates, increases levied by the service suppliers or variations in the itinerary caused by cancellation or curtailment of services or rescheduling. The passenger agrees to pay any such additional charges prior to departure and prior to ticketing time limits and travel departure date.

Reservations

Owing to the popularity of this event and the strict conditions imposed on us by the organizing committee, payment terms for our tours will be as follows – **a deposit of 50% of total package price due on booking –40% of total package due on or before 31st December 2009 and the final balance of 10% is due on or before 31st March 2010. (Some airline tickets may require 100% pre payment at the time of booking)**

Airfares

Flights from Australia are compulsory and the company has secured an allocation of airline seats for purchase. The company reserves the right to make slight alterations to departure dates based on availability & match scheduling.

Cancellations and refunds – General

All deposits and further payments are non refundable. In no circumstances will any monies paid under this Agreement be refunded by the company to the Passenger. It is therefore mandatory that passengers take out suitable travel insurance including a clause covering cancellation penalties. Passengers will not be entitled to a refund for any unused services after commencement date of their trip.

Travel Insurance

Travel Insurance is mandatory for all travel packages with the company to guard against unforeseen circumstances preventing you from travelling. Deposited funds are non-refundable and therefore it has been deemed by the governing sporting body that Travel Insurance is to be a mandatory requirement to protect these funds. Please provide the company with proof of policy if Travel Insurance has been purchased elsewhere. Travel insurance policies can also protect against unforeseen health difficulties, loss of luggage, repatriation and even loss of income in some cases. The company has negotiated FIFA specific insurance policies for your protection. Prices on application.

Booking Eligibility

All packages must, without question, originate from and return to Australia.

General Information

Amendment Fees

The company recognizes your situation can change and therefore we offer your first amendment free of charge. For all other amendments an amendment fee of \$150 per booking per amendment will be charged after the originally requested itinerary has been confirmed, This is in addition to any fees imposed by the service providers. Amendment fees applied by airlines & other suppliers may be applicable from the first change. Amendments requested after final payment has been made and travel documents have been issued can attract additional amendment fees and/or cancellation fees as levied by the airlines and service providers.

Additional Services

Charges such as passport fees, meals except as specified, excess baggage charges, gratuities, laundry, insurance, drink and other items of a personal nature are the responsibility of the passengers.

Australian and overseas taxes and visa fees (if applicable) where pre payment is required will be shown as separate items on the invoice to the passenger/s.

Departure Taxes, Airport Taxes & Fuel Surcharges

These are detailed as a separate component of each package and may vary prior to departure. All taxes and fuel surcharges quoted at the time of booking, time of invoicing & time of payment are all subject to fluctuation and will be re-calculated on the day of ticket issuance. All taxes & fuel surcharges are beyond the control of the company and the company reserves the right to collect additional funds where applicable.

Foreign Currency

The company make every effort to protect pricing based on currency fluctuation, however the company reserve the right to collect additional funds in the event of significant fluctuation beyond the control of the company.

Supplier Increases

Any unforeseen increases in tariffs by suppliers, beyond the control of the company, must be borne by the passenger. The company reserves the right to collect additional funds prior to departure.

Tickets & Delivery

The face value of the ticket is not necessarily the actual price paid by the provider of such tickets, as prices are often inclusive of license fees and royalties to governing event bodies. The company employ couriers and postage providers for the delivery of travel documentation and cannot accept responsibility for the loss or misdelivery of packages. It is the responsibility of the passenger to provide accurate delivery addresses that may necessitate a signature upon delivery. Tickets are non-replaceable, non-refundable, not transferable and not redeemable for cash. In the event of any loss for any reason the company will make every effort to assist in their recovery but no guarantee can be made.

Baggage Allowance

Baggage allowances are as per airline regulation and will either be by weight and/or dimension depending on the route being flown. Passengers will be advised of the applicable baggage allowance upon ticket issuance. Excess baggage charges are high and will be levied by the airline on check-in. The Company is not responsible for passenger/s baggage at any time.

Luggage

Luggage and personal effects are at passengers own risk and responsibility.

Health Requirements

Passengers should consult their doctor or a travellers medical centre for advice on health requirements in areas covering their itinerary. Any pre existing medical conditions must be disclosed to the company at the time of booking for travel insurance consideration prior to policy issuance.

Travel Documents

Passengers must be in possession of a valid passport for overseas travel (valid for at least 6 months as at the conclusion of the trip) and the required visa/s. The Company can assist in obtaining the necessary visa/s at the applicable fees levied.

Disclosure of Personal Information

The passenger/s acknowledge that they will provide the company from time to time with information about themselves that is of a personal nature. The passenger/s consents that the Company may use such personal information to make and complete airline bookings and other travel related arrangements on their behalf.

Carrier Responsibility

The airline/s do not represent themselves as being contracted with any purchaser of flights and/or package tours from the Company or as having any other legal relationship with any such purchaser.

Destination Information/Security

The company makes no representation as to the safety, conditions or other such issues that may exist at your destination. International travel advice can be obtained from local government &/or consular offices for up to date travel advice.

Ticket Conditions & Seating

Tickets to this event and not transferable, non-refundable and not redeemable for cash. Tickets cannot be exchanged after purchase except in the event of ticket upgrades, where applicable, subject to availability & subject to the payment of applicable surcharges. The company is not obliged to replace lost or stolen tickets, though will endeavour to assist. Tickets are not permitted to be sold, onsold or exchanged for a fee or service or otherwise be commercially disposed of. The company bears no responsibility for seating or location of seating or proximity to travelling companions. Tickets may not be used for advertising or other promotional purposes.

**2010 FIFA WORLD CUP SOUTH AFRICA™
SALES REGULATIONS**

Annex 2

These should be provided to the PTO Client prior to the conclusion of any transaction.
TOUR OPERATOR PROGRAMME TICKET SALES REGULATIONS

1. Purpose of these Sales Regulations.

These 2010 FIFA World Cup South Africa™ Tour Operator Programme Ticket Sales Regulations ("Sales Regulations") shall apply to, and govern, the distribution and sales of tickets ("Tickets") for match(es) ("Matches") of the 2010 FIFA World Cup South Africa™ ("Event") through the 2010 FIFA World Cup South Africa™ Tour Operator Programme. The Fédération Internationale de Football Association, through its South African subsidiary 2010 FIFA World Cup™ Ticketing (Pty) Limited (collectively, "FIFA") has authorized certain tour operators (referred to as "Participating Tour Operators" or "PTOs") to act as its agent solely in connection with the distribution of Tickets that are in Ticket-inclusive travel packages for the Event ("Ticket Inclusive Travel Packages"). Each such Ticket Inclusive Travel Package must also include overnight accommodation (applicable to all PTOs) and international transportation (applicable to PTOs outside of South Africa only or PTOs within South Africa who have been appointed for Territories outside of South Africa), which are combined by the PTO in the form of travel packages of their own creation sold under their own terms of business. In connection with any transaction related to the acquisition of a Ticket Inclusive Travel Package, FIFA requires the PTO to provide each of its customers who wish to purchase Ticket Inclusive Travel Packages, including you (a "PTO Client") with a copy of: (a) these Sales Regulations, and (b) the 2010 FIFA World Cup South Africa™ General Terms and Conditions for the Use of Tickets ("GTCs") which govern the use of the Tickets and admission to the Event stadium. FIFA also requires the PTO to gather from PTO Clients certain personal data in connection with the allocation of Tickets (the same personal data as FIFA collects from other members of the general public who purchase Tickets from FIFA). The format the PTO uses to reflect the personal data will be referred to as a "Ticket Application Form".

2. Transaction Details.

The PTO has an allocation of Tickets that it may sell to PTO Clients in accordance with an agreement between FIFA and the PTO. In accordance with that agreement, upon the PTO's notification to FIFA of the allocation of TOP Tickets to a PTO Client, FIFA automatically becomes the principal in the sale of the Ticket (but not the other elements of the transaction between the PTO Client and the PTO). This means that FIFA has the right to exercise rights with respect to Tickets pursuant to the Sales Regulations and the Ticket GTCs. However, with respect to all other matters, the PTO Client would still look to the PTO for assistance or recourse except as identified below. The PTO has been authorized to sell Ticket Inclusive Travel Packages in an all-inclusive package price. The financial terms, conditions and requirements in connection with the transaction are determined between the PTO and the PTO Clients, and FIFA has no involvement in that transaction other than as specifically described in these Sales Regulations. Should a PTO Client have any problem regarding a Ticket Inclusive Travel Package, the PTO Client would need to contact the PTO, not FIFA for resolution of the problem.

3. Acceptance of the Sales Regulations, GTCs and the Stadium Code of Conduct.

Each PTO Client irrevocably agrees, acknowledges and undertakes to fully comply with, the Sales Regulations, GTCs and the applicable safety and security measures adopted by the FIFA, the 2010 FIFA World Cup™ Organising Committee South Africa ("LOC"), the 2010 FIFA World Cup Ticketing Center, the FIFA Ticketing Office the stadium management and/or the South African governmental entity(ies) responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors (together "FIFA World Cup Authorities"), which shall be reflected in the stadium code of conduct identified on www.FIFA.com ("Stadium Code of Conduct") and posted at the stadium in which an Event Match takes place and which is under the control of the FIFA World Cup Authorities on Match day ("Stadium").

4. Completion of Ticket Application Forms.

The PTO is responsible for the submission of the Ticket Application Form for each PTO Client to FIFA. Address information provided by the PTO Client should include valid street addresses, not post office boxes. Under certain circumstances, FIFA may determine it is necessary to deliver Tickets directly to PTO Clients. Neither FIFA, the FWCTC, FTO, the LOC nor any other FIFA World Cup Authority shall be held liable for any sort of incorrect entry of information, technical malfunctions of the Internet, failure of computer hardware or software, or lost, incomplete or illegible applications or for failure of other communication systems. Furthermore, neither FIFA nor its agents will be responsible or liable in any way as a result of any late delivery of a Ticket which arises as a result of a failure of and/or interruption of any delivery service.

5. Personal Data.

The PTO Client will ensure that the personal data initially required to be provided in the Ticket Application Form is up-to-date at all times. Updates must be provided to the PTO so that the PTO can provide the information to FIFA. The PTO Client acknowledges and agrees that the personal data provided to FIFA pursuant to these Sales Regulations will, subject to applicable law, be used, processed, stored, and transferred to third parties designated by FIFA (located both within and outside of South Africa) for purposes relating to (i) Ticket sales and allocation procedures, (ii) any relevant safety and security measures, (iii) rights protection measures in connection with the Event. The PTO Client acknowledges his responsibility to obtain the consent of each person identified in the Ticket Application Form to use their personal data to the same extent, and for the same purposes, as described above for the PTO Client. The PTO Clients should be given the opportunity to update, correct, amend their personal data through the PTO. If a Ticket application is cancelled, PTO Clients may request deletion of their personal data by contacting the PTO or the 2010 FIFA World Cup Ticketing Centre through www.FIFA.com.

6. Age Requirements.

PTO Clients must be of legal age to enter into binding contracts.

7. Household Limits.

A PTO Client can only receive up to four (4) single Tickets for up to seven (7) Matches per household. If a PTO Client is determined to have been allocated more Tickets than allowed per Match or for more than one single Match on the same Match day, or multiple Ticket applications for the same Match have been submitted through various Ticket sales channels, all Ticket applications from that PTO Client, or allocations to that PTO Client, are subject to cancellation.

8. Distribution of Tickets.

If a PTO Client has not received his Tickets within two (2) weeks prior to the first Match of the Event, it is the responsibility of the PTO Client to immediately notify the PTO. Certain Tickets may also be made available at official Ticket centres within South Africa, either to the PTO or to the PTO Client. The PTO should provide the PTO Client with detailed information regarding Ticket delivery and/or pick-up significantly in advance of the first Match.

9. Ticket Applicants with Disabilities.

A limited number of Tickets will be made available exclusively for individuals who are unable to attend a Match: (a) without a wheelchair due to their physical disability, and (b) his or her accompanying person ("Companion"). The PTO Client needs to address the requirement of a wheelchair and/or the necessity of a Companion by notifying the PTO prior to allocation of Tickets. Valid proof of disability will be required. PTO Clients with other disabilities requiring specific accommodation recognized by law should contact the PTO regarding their specific requirements, who will in turn contact FIFA.

10. Compliance by Ticket Holders.

Each PTO Client shall be fully responsible for ensuring that each person who, directly or indirectly, receives a Ticket through him (a "Ticket Holder") has read, understood, accepted and complies with the GTCs and the Stadium Code of Conduct. For that purpose, the PTO Client will provide such Ticket Holder with a copy of the GTCs and the Stadium Code of Conduct or will direct such Ticket Holder to where the GTCs and the Stadium Code of Conduct are made available.

11. Seating.

Tickets for seats booked under the name of one PTO Client will, wherever possible, be allocated adjacent to one another. Seats may not always be allocated together in the same section.

12. Miscellaneous.

Should any provision(s) of the Sales Regulations be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained. The Sales Regulations have been drafted in English and may be translated by the PTO into another language. In the event of any discrepancy between the English and translated texts, the English text will always prevail and will always be used to solve doubts of interpretation and application. To ensure continuity of application and clarity, the Sales Regulations will be governed by, and interpreted in accordance with, the laws of South Africa. To the fullest extent allowed by applicable law, for disputes regarding a Ticket, interpretation of the Sales Regulations, or attendance at the Event, the parties will seek to resolve such dispute amicably. If the parties fail to reach such amicable solution: (a) the PTO Client undertakes to, wherever legally possible, exclusively pursue any dispute in the High Court in South Africa, and more specifically in the Witwatersrand Local Division or its successor in title; (b) the PTO, FIFA and the PTO Client submit to the jurisdiction of the Witwatersrand Local Division or its successor in title. In the event that the FIFA World Cup Authorities bring a matter in the Magistrates' Court, the PTO Client submits to the jurisdiction of the Magistrates' Court. Subject to applicable law, FIFA reserves the right to bring any legal action in relation to the Sales Regulations in the local court of the domicile or residence of the PTO Client.

2010 FIFA WORLD CUP SOUTH AFRICA™
Ticket GTCs

Annex 3

These should be provided to the PTO Client prior to the conclusion of any transaction.

1. Acceptance of GTCs by the Ticket Holder

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

2. Confirmation of the GTCs

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

3. Entry to the Stadium

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

3.2 Each Ticket evidences permission to enter the Stadium on a Match day which can, at any time, be revoked for good reason by FIFA, the 2010 FIFA World Cup™ Organising Committee South Africa ("LOC"), the 2010 FIFA World Cup™ Ticketing Centre ("FWCTC"), the FIFA Ticketing Office ("FTO"), the Stadium management and/or the South African governmental entity(ies) responsible for safety and security in connection with the Matches, and their respective employees, volunteers, agents, representatives, officers and directors (together the "FIFA World Cup™ Authorities").

3.3 All Ticket Holders must comply with the applicable safety and security rules adopted by the FIFA World Cup™ Authorities for the Stadium on Match days. These rules are summarized in the stadium code of conduct, which is published and available from the sources identified in Clause 11.2 below ("Stadium Code of Conduct"). Examples of items that may be prohibited by the FIFA World Cup™ Authorities at any time in accordance with the Stadium Code of Conduct include, without limitation, weapons of any kind or anything that could be used as a weapon, fireworks, flares or other pyrotechnics, commercial materials or similar items which could infringe any rights of FIFA for the Event, and other objects which could compromise public safety and/or harm the reputation of the 2010 FIFA World Cup South Africa™ as reflected in the Stadium Code of Conduct. The Stadium Code of Conduct should be read carefully before attendance at a Match.

3.4 The FIFA World Cup™ Authorities will be entitled to carry out checks on any Ticket Holder. Tickets may be rendered null and void, and entrance into a Stadium can be refused for any person who, or a Ticket Holder can be refused admission or ejected from the Stadium if such Ticket Holder:

- a) is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance;
- b) is behaving, or is likely to behave, violently, harmfully or in a manner liable to disrupt public order or cause a nuisance to other Ticket Holders; or
- c) has failed to comply with the terms of these GTCs, the Stadium Code of Conduct or all sales regulations applicable to the Ticket Applicant outlined in the Ticket Application Form (the "Sales Regulations"), which are all available through the sources identified in Clause 11.2 below or any relevant laws or by-laws.

3.5 Individuals who have been banned from attending football Matches by competent authorities or sports governing bodies in any country, or who are considered as a security risk, are prohibited from receiving Tickets and from entering or remaining in the Stadium.

3.6 Ticket Holders leaving the Stadium will not be re-admitted unless otherwise approved by FIFA.

3.7 Each Ticket is numbered to identify a specific seat. Each Ticket Holder must sit in the seat allocated to the respective Ticket. The FIFA World Cup™ Authorities reserve the right to substitute the seat identified on the Ticket with another seat, if appropriate for security reasons, without compensation to the Ticket Holder. 3.8 The FIFA World Cup™ Authorities cannot guarantee:

- a) that a specific player will participate in a Match; or
- b) the length of time that any Match will be played; or
- c) that the Ticket Holder will have uninterrupted and/or uninhibited view of the Match from the seat provided. The FIFA World Cup™ Authorities will use reasonable efforts to identify obstructed view seats prior to purchase.

4. Limitation on Transfer of Tickets

4.1 Ticket Holders may not sell, offer for sale, resell, donate or otherwise transfer their Ticket in any way, without the specific prior written approval of FIFA. Transfer requests will be considered in accordance with the Ticket Transfer Policy defined by FIFA and available on www.FIFA.com. The purposes for the rule limiting Ticket transfers include: (a) event security, (b) consumer protection, and (c) economic fairness as described in greater detail on www.FIFA.com.

4.2 Tickets may only be purchased from FIFA through FIFA or officially authorised agents of FIFA. Any Ticket obtained from any other source (for example, unauthorised intermediaries such as ticket brokers, internet auctions, internet ticket agents) will be rendered invalid, and all rights of entry into the Stadium will be nullified. Such Tickets will be cancelled by electronic or other means, and any person seeking to use such a Ticket obtained through unauthorised sources will be refused entry into the Stadium, ejected from the Stadium and/or will have their Ticket seized by the FIFA World Cup™ Authorities, in addition to other remedies available to the FIFA World Cup™ Authorities.

4.3 Upon request from FIFA, Ticket Holders must explain how, from whom, for what consideration and from where they obtained their Tickets.

5 Sound and Image recordings

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

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

6 Prohibitions Regarding Ambush Marketing and Other Marketing Activities

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

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

6.3 Ticket Holders are strictly prohibited from providing any type of commercial service or undertaking any commercial promotions in the Stadium, unless expressly authorised by FIFA in writing.

6.4 Ticket Holders are strictly prohibited from handing out pamphlets or information relating to, or in any way promoting or drawing attention to, any business, cause, charity or concern, whether commercial or not, in the Stadium, unless expressly authorised by FIFA in writing.

6.5 Ticket Holders may not use a Ticket for commercial purposes, such as without limitation, for promotions or advertising activities, use as a prize in a competition or sweepstake.

6.6 Tickets may not be sold, or otherwise included for commercial purposes as part of a travel package (for example combining Tickets with flights and/or a hotel room night) or as part of a hospitality package for example combining Tickets with pre or post Match catering services in proximity to the Stadium), without the prior written approval of FIFA.

7 Acceptance of Risk and Limited Liability

7.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TICKET HOLDER (IN HIS OWN NAME AND ON BEHALF OF ANY MINORS USING A TICKET BOUGHT BY HIM) ACCEPTS ALL RISKS AND DANGERS WHICH THE TICKET HOLDER MAY FACE OR ENDURE WHILE ATTENDING ANY MATCH AND WAIVES ANY CLAIMS AGAINST THE FIFA WORLD CUP™ AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE TICKET HOLDER (IN HIS OWN NAME AND ON BEHALF OF ANY MINORS USING A TICKET BOUGHT BY HIM) ACCEPTS THAT THERE ARE RISKS TO HIS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE STADIUM. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A TICKET HOLDER TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES ARISING FROM, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A FIFA WORLD CUP™ AUTHORITY.

7.2 EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE "FIFA WORLD CUP™ AUTHORITIES" HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE EVENT. ONE FIFA WORLD CUP™ AUTHORITY SHOULD NOT BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER FIFA WORLD CUP™ AUTHORITY. EACH FIFA WORLD CUP™ AUTHORITY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.

7.3 NOTHING IN THIS AGREEMENT WILL AFFECT THE STATUTORY RIGHTS OF ANY TICKET HOLDER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY A FIFA WORLD CUP™ AUTHORITY OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8 Orders of the FIFA World Cup™ Authorities and Non-compliance by Ticket Holder

8.1 For security reasons, and in order to ensure the orderly and smooth implementation of the Event, the Ticket Holder must follow the orders of the FIFA World Cup™ Authorities at the Stadia on Match days. Each Ticket holder is required to cooperate with the FIFA World Cup™ Authorities in the event the Ticket Holder is requested to provide proof of his identity or to consent to the confiscation of prohibited items that may be in his possession at the Stadia.

8.2 If a Ticket is rendered null and void, admission is refused, or a Ticket Holder is ejected from the Stadium based on a violation of the GTCs, the Sales Regulations, the Stadium Code of Conduct or any other relevant laws or by-laws, the FIFA World Cup™ Authorities, to the full extent permitted by applicable law, will not be obligated to issue any refund.

8.3 In the event of a violation of any terms of the GTCs, the Sales Regulations, the Stadium Code of Conduct or any other relevant laws or by-laws, in addition to the other rights and remedies that the FIFA World Cup™ Authorities may have, the FIFA World Cup™ Authorities will have the right to:

- a) render null and void the Tickets of the Ticket Holder;
- b) refuse entry into the Stadium to the Ticket Holder or eject the Ticket Holder from the Stadium;
- c) file suit to enforce the GTCs and claim damages, if appropriate; and/or
- d) notify governmental authorities of a violation of the provisions of the GTCs, the Sales Regulations, the Stadium Code of Conduct and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

8.4 In addition to laws applicable in other countries, the South African government may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets in violation of the GTCs, the Sales Regulations, the Stadium Code of Conduct or any other relevant laws or by-laws. Ticket Holders are advised to obtain information about applicable laws relating to Tickets.

8.5 In addition to the remedies identified in Section 8.2, 8.3 and 8.4 above, the Ticket Holder agrees to give over to a charitable organisation identified by FIFA all revenues or other consideration received from an unauthorised transfer of Tickets as and to the extent determined by FIFA.

8.6 EACH TICKET HOLDER IS RESPONSIBLE FOR THE USE OF HIS TICKET. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY TICKET HOLDER INDEMNIFIES AND HOLDS HARMLESS THE FIFA WORLD CUP™ AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:

- a) HIS MISUSE OF A TICKET; OR
- b) THE MISUSE OF A TICKET BY A MINOR IF THE TICKET WAS BOUGHT BY THE TICKET HOLDER; OR
- c) THE MISUSE OF A TICKET BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET THROUGH THE TICKET HOLDER; OR
- d) A VIOLATION OF THE GTCs, THE SALES REGULATIONS, THE STADIUM CODE OF CONDUCT AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR
- e) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET.

THIS MEANS: IF A TICKET HOLDER VIOLATES ANY TICKET RELATED RULES, HE WILL HAVE TO TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS THAT THE FIFA WORLD CUP™ AUTHORITIES MAY INCUR, IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

9 Data

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

10 Unforeseen Circumstances

10.1 The FIFA World Cup™ Authorities will not be held liable, no claim will be admissible, and no reimbursement will be made, in the event of the cancellation or modification of the times, dates and/or places of one or more Matches of the Event as a result of a Force Majeure event or any change of teams participating in a Match. A "Force Majeure" event means a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, act of terrorism, rebellion, strikes, lock-outs or other industrial disputes, acts of governments or other prevailing authorities, or any other similar or related event which is beyond the control of FIFA or another FIFA World Cup™ Authority which delays, prevents the holding of, or causes the cancellation, postponement and/or relocation of, one or more Matches or a substantial part of such a match or matches.

10.2 FIFA reserves the right to make alterations or corrections to the times, dates and places of the Matches, or change the teams participating in a Match due to circumstances other than Force Majeure. If FIFA makes a change to the time or date of the Match, the Ticket will be valid for the re-scheduled Match. If FIFA changes the teams participating in a Match, the Ticket will be valid for the Match with the new teams. If a Match is relocated to another venue within South Africa, then procedures will be implemented for the exchange of Tickets for the alternative location to the extent possible. 10.3 If any Matches in South Africa are cancelled due to circumstances other than Force Majeure, FIFA will make every effort to refund the face value of each ticket to the Ticket Holder. No other circumstances will give rise to a refund.

10.4 Should the Ticket Holder be entitled to a refund for any reason whatsoever, no interest or costs will be due on any monies paid in relation to such a refund. No such refund will exceed the price paid to FIFA for the Ticket. Compensation of further costs and expenses (for example travel or accommodation costs) is excluded. Furthermore, only the Ticket Holder named in the Ticket Application Form will be eligible to apply for any refund. If a refund process is initiated, the Ticket Holder must produce the Ticket for which a refund is sought by the deadline specified by the FIFA.

10.5 Due to security concerns, neither FIFA nor its agents will issue duplicate Tickets because duplicate Tickets could result in more spectators entering the Stadium than the Stadium could safely accommodate. Neither FIFA nor its agents will be liable for any lost or damaged Tickets or late delivery caused by malfunction or interruption of mail or delivery services. TREAT YOUR TICKETS WITH CARE AND KEEP THEM IN A SAFE LOCATION AT ALL TIMES.

11 Miscellaneous

11.1 Any information requests relating to Tickets should be addressed to FIFA through the FWCTC at: PO BOX 4928, Cresta, 2118, South Africa. Information will also be provided through www.FIFA.com.

11.2 THE GTCs, THE SALES REGULATIONS AND THE STADIUM CODE OF CONDUCT ARE: (A) MADE AVAILABLE TO ALL TICKET HOLDERS AT www.FIFA.com; (B) PROVIDED TO ANY PERSON UPON REQUEST AT THE CONTACT ADDRESS AND NUMBER INDICATED ABOVE; (C) PROVIDED TO THE TICKET APPLICANT IN ORDER TO BE DISTRIBUTED BY HIM TO EVERY TICKET HOLDER RECEIVING TICKETS THROUGH HIM; AND (D) POSTED AT OFFICIAL TICKETING CENTRES. IN ADDITION, THE STADIUM CODE OF CONDUCT WILL BE POSTED AT THE STADIA ON MATCH DAYS.

11.3 Should any provision(s) of these GTCs be declared void, ineffective or unenforceable by any competent court, the remainder of these GTCs will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.

11.4 These GTCs have been drafted in English. Translations of the GTCs are available through www.FIFA.com, and, upon request, from FIFA at the address set out in Clause

11.1. In the event of any discrepancy between the English and translated texts, the English text will be used to solve doubts of interpretation and application.

11.5 Certain provisions of these GTCs will be restated in a condensed format so that they may be printed within the small confined space allocated on the back of the Tickets. If there is any doubt regarding the scope or meaning of the condensed provisions on the Ticket backs, the terms of these GTCs will govern.

11.6 To ensure continuity of application and clarity, these GTCs will be governed by, and interpreted in accordance with, the laws of South Africa.

11.7 To the fullest extent allowed by applicable law, for disputes regarding a Ticket, interpretation of these GTCs, compensation or refunds or attendance at the Event, the parties will seek to resolve such dispute amicably. If the parties fail to reach such amicable solution:

- a) the Ticket Holder undertakes to, wherever legally possible, exclusively pursue any dispute in the High Court in South Africa, and more specifically in the Witwatersrand Local Division or its successor in title;
- b) FIFA and the Ticket Holder submit to the jurisdiction of the Witwatersrand Local Division or its successor in title. In the event that the FIFA World Cup™ Authorities bring a matter in the Magistrates' Court, the Ticket Holder submits to the jurisdiction of the Magistrates' Court. Subject to applicable law, FIFA reserves the right to bring any legal action in relation to these GTCs in the local court of the domicile or residence of the Ticket Holder.