

**World Athletics Championships Budapest 23
HOSPITALITY EXPERIENCES SALES REGULATIONS**

1. Purpose and Applicability of the Sales Regulations

1.1. These Sales Regulations outline the terms and conditions which apply to, and govern, the sale through the Webshop and use of Hospitality Packages for the World Athletics Championships Budapest 23.

1.2. Each Customer acknowledges and agrees that, by (i) completing the Application Process, and (ii) clicking the Acceptance of Terms and Conditions Box, the Customer confirms that it has read, understood and accepts these Sales Regulations and that it agrees to be irrevocably and unconditionally bound by these Sales Regulations. These Sales Regulations form an integral part, and are a binding component, of the Sales Agreement. The terms and conditions contained in these Sales Regulations shall, in any case, prevail over any other terms that the Customer may seek to impose or incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by FORTIUS.

1.3. Each Customer acknowledges and agrees that any use of a Ticket (including any Ticket forming part of a Hospitality Package) shall be governed by the Ticket Terms. Depending on the date of purchase of a Hospitality Package, each Customer acknowledges that the Ticket Terms may be published and/or modified at a date following the Customer's entering into the Sales Agreement pursuant to these Sales Regulations. The Customer fully understands and accepts that it enters into any such Sales Agreement on this basis and to the extent permitted by applicable law this shall give rise to no claims against FORTIUS, DAIMANI, a DAIMANI Sales Agent (if applicable), World Athletics, World Athletics Budapest 23 and/or Dentsu or their respective subsidiaries, representatives, officers and employees.

1.4. FORTIUS reserves the right to amend the manner in which it sells Hospitality Packages, and reserves the right to amend these Sales Regulations from time to time. Each Sales Agreement will be governed by the Sales Regulations in force at the date on which the Customer completes the Application Process and clicks the Acceptance of Terms and Conditions Box. FORTIUS may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.

1.5. All capitalised terms used in these Sales Regulations shall have the meaning ascribed to them in Section 18.

2. Application Process

2.1. The Application Process is described on the Webshop and the Customer acknowledges and agrees that the Application Process involves a number of steps including but not limited to: (i) creating an account on DAIMANI.com, (ii) providing payment details on DAIMANI.com, (iii) providing delivery address and delivery contact, (iv) completing and submitting an Order Form on DAIMANI.com, and (v) clicking the Acceptance of Terms and Conditions Box.

2.2. Completion of the Application Process does not guarantee the availability of the Hospitality Packages which the Customer has ordered. Completion of the Application Process constitutes an irrevocable and binding offer to FORTIUS by the Customer to purchase the Hospitality Packages for which the Customer has applied which may be accepted or rejected by FORTIUS (at its sole discretion). Any template Order Form or other order form provided by FORTIUS for the Customer to complete will not, under any circumstances, constitute an offer or public offer by FORTIUS.

2.3. If FORTIUS elects to accept the Customer's offer to purchase the Hospitality Packages, it will confirm its acceptance by issuing the Customer a Confirmation of Purchase. The Confirmation of Purchase constitutes the conclusion of the Sales Agreement. The Customer acknowledges and agrees that payment in full of the price of the Hospitality Packages may be irrevocably debited from the Customer's account and credited to FORTIUS's account prior to FORTIUS emailing the Customer a Confirmation of Purchase.

2.4. FORTIUS reserves the right in its sole discretion to impose a limit on Hospitality Packages which a Customer may purchase whether by reference to (i) quantities, (ii) package type, category series or location and/or (iii) monetary value

3. Order Form

3.1. The Order Form is made available on the Webshop or by any third party authorised by FORTIUS, including any FORTIUS Sales Agents. Each Customer is responsible for the accurate content of the Order Form, including the correctly completing and providing all information required by FORTIUS under the Application Process including the full completion and submission of the Order Form. FORTIUS reserves the right to reject any applications which are incomplete or incorrect.

3.2. FORTIUS shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost or incomplete applications or failure to communicate with any Customer by email due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Customer's email. Any acceptance by FORTIUS is based on the assumption that all information provided by the Customer in the Order Form is fully accurate and correct. In the event that, at any time subsequent to FORTIUS's acceptance of the Customer's offer, FORTIUS detects in the content provided by the Customer any inaccuracy or deviation from FORTIUS's standard offer, such acceptance shall not be deemed nor construed as FORTIUS's acceptance of such inaccuracy or deviation from the standard offer and FORTIUS may, fully or partially, cancel the Hospitality Packages allocated to the Customer and terminate the Sales Agreement.

3.3. If the Order Form is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Order Form and clicks the Acceptance of Terms and Conditions Box agrees, represents and warrants that he or she has the legal capacity and authority to bind the company or legal entity indicated in the Order Form. The individual agrees, represents and warrants that he or she is of legal age to enter into binding agreements. The Sales Agreement will be entered into by the company or other legal entity and FORTIUS.

3.4. The Customer acknowledges and agrees that it is responsible for maintaining the confidentiality of its account and password and is fully responsible for all activities that occur in respect of the account and password. The Customer agrees to: (i) immediately notify FORTIUS of any unauthorised use of its account or password and any other breach of security, and (ii) ensure that it exits its account at the end of each session. FORTIUS cannot and will not be liable for any loss or damage arising from the Customer's failure to comply with this Clause 3.4.

4. The Sales Agreement

4.1. Subject to Clause 9, each Sales Agreement shall consist of, and incorporate the terms of the following documents which all form an integral part of the Sales Agreement:

- (i) the Order Form;
- (ii) the Confirmation of Purchase;
- (iii) these Sales Regulations;
- (iv) the Ticket Terms;
- (v) the Budapest 23 Privacy Policy; and
- (vi) the Travel Bundle Sales Regulations (if applicable).

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

4.2. FORTIUS is the principal in the sale of Hospitality Packages to Customers. The Customer acknowledges and agrees, however, that FORTIUS has been authorised by Dentsu to provide, as an agent for Budapest 23, a Ticket to the Customer as an integral part of each Hospitality Package and that Budapest 23, upon FORTIUS's notification to Budapest 23 of the sale of Hospitality Packages to Customers, automatically becomes the principal in the sale of the Ticket forming part of a Hospitality Package. The Customer hereby accepts this direct contractual relationship with Budapest 23 concerning the sale of the Ticket forming part of the Hospitality Package and acknowledges that, based on this direct relationship between Budapest 23 and the Customer with respect to Tickets, Budapest 23 has the right to exercise any of the rights and remedies with respect to Tickets pursuant to the Ticket Terms as well as any other documents of the Sales Agreement.

4.3. FORTIUS may, in certain territories, appoint FORTIUS Sales Agents to assist in the identification of Customers and in concluding agreements for the sale of Hospitality Packages. The Customer acknowledges and agrees that no FORTIUS Sales Agent has the power or authority to formally accept or commit FORTIUS to any sale of Hospitality Packages (whether on its own account or on behalf of FORTIUS), to make any representations, commitments, promises, guarantees, warranties or undertakings on behalf of FORTIUS, Dentsu, World

Athletics and/or Budapest 23 or to bind FORTIUS, Dentsu, World Athletics and/or Budapest 23 in any way.

4.4. The Sales Agreement represents the sole and complete statement of the respective rights and obligations of FORTIUS and the Customer with regard to the sale by FORTIUS and purchase by Customer of the Hospitality Packages. The Sales Agreement supersedes and extinguishes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Hospitality Packages which are the subject of the Confirmation of Purchase.

4.5. All sales of Hospitality Packages under a Sales Agreement are final and binding on the Customer. Subject to Clause 6.6 below, all payments made by Customers in connection with Hospitality Packages (whether or not such Hospitality Packages are the subject of a Sales Agreement which is terminated) are to be treated as non-refundable, and FORTIUS shall be under no obligation to repay any sums to the Customer (unless FORTIUS agrees otherwise).

4.6. Subject to Clause 2.4 above, the sale of certain Hospitality Packages may (where expressly stated) include an opportunity for the Customer to purchase certain additional Hospitality Packages in the same or a different category and at the same or alternative locations in the Venue. Any such opportunity will be strictly subject to availability and FORTIUS's formal written agreement.

4.7. Within 7 days of the date of FORTIUS issuing its Confirmation of Purchase to the Customer, FORTIUS may terminate and cancel the Sales Agreement, for any reason, on written notice to the Customer and refund to the Customer all sums paid by the Customer under the Sales Agreement.

5. Hospitality Packages

5.1. The scope of the services and benefits made available to the Customer by FORTIUS in respect of each Hospitality Package will be outlined and described on the Webshop. Customers may not, following the conclusion of the Sales Agreement, request substitutions for, or alterations to, any Hospitality Package services and benefits.

5.2. The Customer accepts and acknowledges that the scope of the Hospitality Package services and benefits made available to it under the Sales Agreement may be subject to such changes as may be required for reasons of public safety and security, or as may be reasonably determined by FORTIUS, Dentsu, Budapest 23 and/or World Athletics, from time to time. FORTIUS shall notify the Customer of such changes as soon as reasonably possible.

5.3. The Customer accepts and acknowledges that certain hospitality benefits and/or services may be delivered by FORTIUS in Hospitality Facilities which are located in temporary hospitality structures in respect of which construction may not be completed as at the date of the Sales Agreement. In either circumstance, detailed descriptions of the applicable Hospitality Facility will be provided by FORTIUS as and when practicable.

5.4. The Customer and each of its Guests are required to bring with them, on the applicable Event day, a Ticket to enable them to access a Seat to view the Event and to access the Hospitality Facilities, together with any additional or alternative document, pass or form of identification (including any form of dedicated fan identification) that are notified to the Customer in order for the Customer and each of its Guests to access such Seats and Hospitality Facilities. The Customer and each of its Guests acknowledge that the Hospitality Access Pass shall be made available at the Venue on the Event day. The Customer acknowledges that these Sales Regulations do not govern the use of any other personalised identification documents or certificates that may be required by the U.S. authorities in connection with the COVID-19 pandemic, such as for the purpose of accessing the Venue or the Hospitality Facility. Neither FORTIUS, nor Dentsu, nor Budapest 23, nor World Athletics assume any liability or responsibility in respect of the application, issuance and use of any such personalised identification documents or certificates. FORTIUS, Dentsu, Budapest 23 and/or World Athletics shall incur no liability whatsoever for (i) failure to perform or improper performance of its obligations (except for the cases of wilful misconduct) under the Sales Agreement or the agreement for the sale of Tickets and/or (ii) any damage incurred by the Customer and its Guests in case where such failure to perform or improper performance of obligations took place.

5.5. Customers who require special assistance due to a disability or limited mobility (including but not limited to wheelchair seating and/or wheelchair access to Hospitality Facilities and/or the Venue) must promptly notify FORTIUS (or the FORTIUS Sales Agent) as soon as reasonably practical. In the event that any Customer, following the purchase of any Hospitality Package, subsequently wishes to provide a Hospitality Package to a person who requires any special assistance due to a disability or limited mobility, the Customer shall promptly notify FORTIUS in writing (or the FORTIUS Sales Agent) as soon as reasonably practical and FORTIUS will use reasonable efforts to provide such special assistance and the best level of service possible (subject to availability).

5.6. The Customer voluntarily enters the Sales Agreement acknowledging that the Hospitality Package price is an all-inclusive price, which includes food, beverage and which may also include gift products, which are not typically served at the Venue and are not capable of being separately priced or sold as individual servings.

6. Payment

6.1. By completing the Application Process, subject to Clause 6.2 below, the Customer authorises FORTIUS to take payment of the full Price from the Customer's Accepted Card without further notice. The Customer is responsible for ensuring that there are sufficient funds available on its Accepted Card at the time any payment is taken by FORTIUS. FORTIUS may agree to a payment method other than credit card payment.

6.2. The full price of each Hospitality Package which is subject to the Sales Agreement concluded will be due and payable in one (1) instalment by the Customer immediately following the issue of the applicable invoice by FORTIUS.

6.3. Any VAT and/or other consumption or applicable local tax, fees or dues (which is payable either at the time of the submission of the Order Form or in the future) will be reflected in the Confirmation of Purchase and/or relevant invoice at the applicable rate and shall be payable by the Customer in addition to the price of the Hospitality Package. For the avoidance of doubt, FORTIUS may charge VAT and/or other consumption or applicable local tax, fees or dues retrospectively after the date of an invoice in the event of any changes in applicable laws.

6.4. Payments must be received in full in the currency identified during the Application Process, and subsequently confirmed in the Confirmation of Purchase.

6.5. Any and all bank or wire payment, currency conversion, currency exchange control, credit card charge (incurred by the Customer as a result of the payment with a payment card) or other charges incurred in connection with any payment obligation outlined in Clause 6.2 above will be the sole responsibility of, and be borne and payable by the Customer in addition to the price of the Hospitality Packages.

6.6. No refunds of any amounts paid by the Customer to FORTIUS will be made to the Customer under any circumstances except with respect to:

- (i) the cancellation of any Hospitality Package in the circumstances described in Clause 4.7 above;
- (ii) the cancellation of the Event in its entirety or a single session of the Event in respect of which the Hospitality Packages has been purchased pursuant to Clause 15.3 below; or
- (iii) the holding of the Event in its entirety or a single session of the Event in respect of which the Hospitality Packages has been purchased “behind closed doors” or subject to other restrictions which prohibit FORTIUS from providing the Hospitality Packages to the Customer.

No interest shall be payable in relation to any such refunds payable to the Customer under the Sales Agreement. Refunds payable shall be made no later than thirty (30) days after the date on which the Hospitality Package, the Event or the relevant session has been cancelled.

6.7. If payment of any monies which are due and payable pursuant to this Clause 6 is not received by FORTIUS in full for any reason or if the Customer gives FORTIUS notice in writing of its intention to cancel the Hospitality Package then, FORTIUS may upon giving notice to the Customer, in addition to all other rights and remedies available to it at law:

- (i) terminate the entire Sales Agreement, or, alternatively, revoke its acceptance as regards the entire Sales Agreement;
- (ii) terminate the Sales Agreement in respect of a certain number of specified Hospitality Packages only or, alternatively, revoke its acceptance as regards the Sales Agreement in respect of a certain number of specified Hospitality Packages only;

- (iii) immediately and without further notice make available for sale to third parties each Hospitality Package which is the subject of any termination or revocation;
- (iv) retain, as a non-refundable deposit, any amounts paid by the Customer as at the date of such termination or revocation;
- (v) charge the Customer interest on all amounts outstanding at five percent (5%) above 12-months US Dollar "Libor" rate, respectively the corresponding Interbank Offered Rate (IBOR) replacing Libor, as it may vary from time to time from the date payment became due until actual payment is made;
- (vi) terminate or suspend any of FORTIUS's obligations under the Sales Agreement; and/or
- (vii) claim for all further losses and costs suffered by FORTIUS as a result of non-payment and/or late payment.

In any such case, the Customer shall be liable to FORTIUS for the Price in full and, save where otherwise agreed in writing by FORTIUS, shall not be entitled to a full or partial refund of the Price or the Deposit paid. FORTIUS retains the right to claim damages which are in excess of the amounts specified above.

6.8. The misuse of an Accepted Card or use without authorisation of the legal holder of the Accepted Card is viewed in the most serious manner by FORTIUS and FORTIUS reserves the right to take legal action against those committing or attempting to commit online fraud, or similar criminal or civil offence.

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

7. Delivery of Hospitality Package Components

7.1. FORTIUS will use reasonable endeavours to procure that, Hospitality Access Passes (if applicable), Tickets, any parking pass and all other applicable Hospitality Package components will be delivered via the Budapest 23 mobile platform and/or the Email address stated in the Confirmation of Purchase (or to a different address subsequently agreed in writing by FORTIUS). FORTIUS reserves the right to make Tickets and Hospitality Access Passes (if applicable) available for collection at the Venue box office. The Customer will be notified by telephone, email or in writing of the arrangements for collection (using the details provided by the Customer at the time of Confirmation of Purchase) if this becomes necessary. Where

there is not enough time to deliver Tickets or Hospitality Access Passes (if applicable), the Customer will be told at the point of purchase the arrangements for collection of Tickets.

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

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

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

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

(iv) with respect to other forms of e-Tickets and/or e-parking passes, the Customer will be required to follow all instructions provided by FORTIUS and/or Budapest 23 and that use of such e-Tickets and/or e-parking passes may require the Customer and its Guests to download a mobile application and agree to separate terms and conditions applicable thereto.

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

Unless otherwise notified in writing to the Customer by FORTIUS, neither FORTIUS, nor the FORTIUS Sales Agent, nor Dentsu, nor World Athletics, nor Budapest 23 shall be responsible on behalf of any Customer or Guest for applying for, collecting or providing any travel visa or substitutional permits (including any form of fan identification system such as a fan passport or equivalent document or permit) to enter or exit Hungary. The Customer remains responsible at all times for taking care of all general and event-specific requirements relating to their own and their Guests' entry to and exit from Hungary and in relation to their movement inside Hungary.

7.3. Neither FORTIUS nor any FORTIUS Sales Agent will be responsible or liable in any way to a Customer or any third party as a result of any late delivery of a Hospitality Package which arises as a result of a failure of and/or interruption to any delivery services or failure, act or omission of any third party supplier or local authority or government department.

7.4. FORTIUS will not deliver Hospitality Packages to post office boxes, unless agreed otherwise in writing by FORTIUS on a case-by-case basis. The Customer is required to provide a street address as well as the name and contact details of an individual which has been expressly authorised to take delivery of the Hospitality Packages. It is the Customer's responsibility to arrange for an authorised representative to be present at the delivery address to take delivery of every Hospitality Package and to notify FORTIUS of any change in the proposed delivery address.

7.5. Save in respect of last minute sales or as FORTIUS may determine (acting reasonably), if the Customer has not received the Ticket, Hospitality Access Pass (if applicable) and all other applicable Hospitality Package components at least three (3) weeks prior to the first session of the Event, the Customer will immediately notify FORTIUS (or the FORTIUS Sales Agent) in writing.

7.6. Any Ticket, Hospitality Access Pass (if applicable) or parking pass which has become damaged in any way after delivery to, or collection by, the Customer and is, as a consequence, unreadable, may not be accepted for admission to, or use at, the Venue and/or Hospitality Facility. It is the sole responsibility of the Customer to immediately notify FORTIUS or a FORTIUS Sales Agent, in writing, in the event that any Ticket, Hospitality Access Pass (if applicable) or parking pass is delivered or collected in a damaged condition. In the absence of any such written notification, the relevant Ticket, Hospitality Access Pass (if applicable) or parking pass will be deemed to be undamaged at delivery or collection.

7.7. Budapest 23, Dentsu, World Athletics, FORTIUS and the FORTIUS Sales Agents (if applicable) shall not be responsible or liable in any way to a Customer or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket, Hospitality Access Pass (if applicable) or parking passes or other Hospitality Package component once received or collected by the Customer. Duplicate Tickets or Hospitality Access Pass (if applicable) may only be issued at the discretion of FORTIUS or Budapest 23. If duplicates are issued, a reasonable administration charge may be levied.

7.8. FORTIUS reserves the right to determine whether to issue replacement Hospitality Access Passes (if applicable), Tickets or parking passes in the event of any occurrence of the circumstances outlined in Clauses 7.5, 7.6 and/or 7.7 above, and to determine the conditions which may apply to any such replacements. FORTIUS reserves the right to determine the conditions which shall apply to the replacement Hospitality Access Passes (if applicable), Tickets or parking passes in the event of any occurrence of the circumstances outlined in Clauses 7.5, 7.6 and/or 7.7 above.

8. Hospitality Services

The Customer acknowledges and agrees that:

- (i) access to any Venue and/or the Hospitality Facility is strictly limited to the day of the session of the Event in respect of which a Hospitality Package has been purchased, and to the times indicated by FORTIUS from time to time;
- (ii) the delivery of all hospitality services and benefits in connection with a Hospitality Package are subject to applicable laws.
- (iii) FORTIUS retains the right to amend the scope of the Hospitality Facility and hospitality services and benefits applicable to any Hospitality Package, provided that FORTIUS provides the Customer with replacement hospitality services and benefits of substantially similar or better quality and value;
- (iv) access to the Hospitality Facility will be limited to Customers and Guests who are in possession of an appropriate Hospitality Access Passes (if applicable); and
- (v) FORTIUS will use reasonable efforts to procure that Tickets which form part of Hospitality Packages which are the subject of a single Sales Agreement will, wherever reasonably possible, correspond to Seats which are adjacent to each other or in the same block. No guarantees or warranties are provided by FORTIUS, a FORTIUS Sales agent (if applicable), World Athletics, Budapest 23 or Dentsu that Seats will be adjacent to each other or in the same block.

9. Ticket Terms

9.1. The Ticket Terms and these Sales Regulations each form an integral part of the Sales Agreement, and the Customer irrevocably and unconditionally undertakes and agrees to fully comply with the Ticket Terms and these Sales Regulations. The Customer acknowledges that the Ticket Terms may be amended by Budapest 23 and World Athletics from time to time. The Customer agrees to accept and comply with any updated version of the Ticket Terms. To that end, the Customer undertakes to periodically check for updates to the Ticket Terms. Each Customer and Guest who uses a Ticket to enter the Venue will be deemed to have fully and irrevocably agreed to accept, and comply with, the prevailing version of the Ticket Terms.

9.2. The Customer further agrees to ensure that each of its Guests irrevocably and unconditionally undertake and agree to fully comply with the Ticket Terms and these Sales Regulations and the Customer, regardless of the Customer's fault, remains primarily liable to FORTIUS, World Athletics and Budapest 23 for any non-compliance by any of its Guest. The Customer shall also remain directly liable to FORTIUS, World Athletics and Budapest 23 for any non-compliance by it or any of its Guest(s) with the Ticket Terms. It is the Customer's responsibility to notify to each individual Guest in writing of the requirements of the Ticket Terms and these Sales Regulations and to ensure full compliance with the same by its Guests.

9.3. All of the terms and conditions reflected in the Ticket Terms and these Sales Regulations with respect to the Venue to which a Ticket holder gains access through the use of a Ticket shall also apply to the Hospitality Facility, in so far as is relevant, to which the Customer and its Guests gain access through the use of a Hospitality Access Pass (if applicable) on Event days.

9.4. With respect to a Ticket which comprises part of a Hospitality Package, any reference to the "Ticket Holder" in the Ticket Terms shall be considered a reference to the Customer and/or the Guests to whom the Customer provides a Ticket which forms part of a Hospitality Package. Any reference to the "Rule" in the Ticket Terms shall be considered a reference to these Sales Regulations.

9.5. Any measures taken or imposed by an Event Authority with respect to the Event or a session of the Event, any Ticket, the Venue or the Hospitality Facility shall apply to the Customer and/or its Guests. By way of illustration only, if any Ticket is cancelled or a Customer or Guest is expelled from, or refused entrance to, the Venue and/or the Hospitality Facility as a result of a violation of the Ticket Terms or these Sales Regulations or as result of any action authorised pursuant to any law or by-law, the Customer and/or the Guest may (without prejudice to any other rights or remedies FORTIUS may have) lose all rights pursuant to its Hospitality Package(s) (including the Ticket component), with no right of refund.

9.6. The locations of Seats for the Event or single sessions of the Event at the Venue are determined by Budapest 23 in its discretion. Neither FORTIUS, nor a FORTIUS Sales Agent (if applicable), nor Dentsu nor World Athletics shall be responsible or liable in any way to a Customer and/or any Guests in relation to any complaints regarding locations of Seats.

10. Data

10.1. The Customer agrees that it shall comply with the directives of FORTIUS, Budapest 23, World Athletics and the competent US authorities with regard to the provision of individual or personal data for Guests. Not limiting the generality thereof, the Customer shall, in particular, provide FORTIUS, immediately following any request by an Event Authority and/or any third party authorised by such parties or by the applicable laws, with full details relating to its identity and the identity of each of its Guests, including but not limited to the Guest's name, passport/identity card numbers, nationality and date of birth and such other information and/or data as an Event Authority may require from time to time. The Customer agrees, if requested by FORTIUS, to provide each of its Guests with the Ticket specifically allocated, by Ticket number or by block, Seat or row number, to such Guest.

10.2. In the event that the Customer fails to provide the details set out in Clause 10.1 above, FORTIUS reserves the right (without prejudice to any other rights or remedies FORTIUS may have) to withhold delivery of the Hospitality Packages until such data is provided, to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or the Hospitality Facility to any Customer or Guest for which data has not been provided, with no right to any refund. The Customer acknowledges and agrees that any Ticket and any other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by FORTIUS.

10.3. The Event Authorities may carry out access controls and inspections at the Venue. In the event that the Customer or a Guest attempts to use a Hospitality Package at the Venue and/or the Hospitality Facility and the personal details of such Customer or Guest do not match the data provided in respect of such Hospitality Package, the Event Authorities expressly reserve the right to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or the Hospitality Facility to the Customer or Guest, with no right to any refund. The Customer acknowledges and agrees that any such Ticket and other component of a Hospitality Package(s) may be made available for re-sale by FORTIUS.

10.4. The personal data provided to FORTIUS and/or any third party authorised by an Event Authority pursuant to these Sales Regulations will, subject to applicable law, be used, processed, stored, and transferred to third parties (including but not limited to cross-border transfer) designated by the Event Authorities (located both within and outside of Switzerland and Hungary) for purposes relating to; (i) Hospitality Package sales and allocation procedures, (ii) any relevant safety and security measures, and (iii) rights protection measures in connection with the Event. The Customer acknowledges its responsibility to obtain the consent of each Guest to use his personal data for the purposes described above.

10.5. Customers may update, correct or amend their personal data by contacting FORTIUS in writing. If an Order Form is rejected by FORTIUS or the Sales Agreement is cancelled or terminated (for whatever reason), the Customer may request deletion of its personal data provided in connection with the Order Form by contacting FORTIUS in writing.

11. Prohibition on the Resale and Transfer of Hospitality Packages

11.1. The Customer is prohibited from:

(i) directly or indirectly conducting, allowing, permitting, authorising and/or approving:

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

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

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

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

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

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

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

11.3. The Customer shall ensure that none of its Guests resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Hospitality Package, Ticket, Hospitality Access Pass (if applicable), parking pass or other benefit or service provided in connection with a Hospitality Package, and that all Guests are informed in writing by the Customer of this prohibition.

11.4. Any Customer or Guest who is entitled to use any component of a Hospitality Package must be the same person as the Customer or Guest who uses each of the corresponding components of the relevant Hospitality Package.

11.5. At no stage will a Guest become a party to the Sales Agreement or receive any rights under or in connection with the Sales Agreement, or be entitled to any recourse against any of the Event Authorities under, or in connection with, the Sales Agreement.

12. Use of Hospitality Packages

12.1. The Customer expressly acknowledges and agrees that the purchase of a Hospitality Package does not grant the right to, or permit the Customer and/or its Guest(s) to exercise, any marketing, advertising or promotional rights with respect to the Event, single sessions of the Event or any ancillary event, any national team, athlete or official participating in the Event, World Athletics or any other affiliated body or event.

12.2. The Customer shall not, and shall ensure that each of its Guests shall not, hold itself out as a sponsor of, or otherwise associate itself or its name, services or products in any manner whatsoever with, the Event, single sessions of the Event or any ancillary event, any national team, athlete or official participating in the Event, World Athletics or any other affiliated body or event.

12.3. The Customer shall not, and shall ensure that each of its Guests shall not, before, during and after the Event:

(i) use a Hospitality Package or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;

(ii) conduct any promotional, advertising or marketing activity in connection with the Event, single sessions of the Event or any ancillary event, any national team, player or official participating in the Event, World Athletics or any other affiliated body or event; or

(iii) conduct any activity which FORTIUS, Dentsu, Budapest 23 and/or World Athletics reasonably believe may lead to an association between the Customer, its Guest and/or the Customer's or its Guests' name, services or products and the Event, single sessions of the Event or ancillary event, any national team, athlete or official participating in the Event, World Athletics or any other affiliated body or event.

12.4. The Customer shall not, and shall ensure that each of its Guests shall not, develop, use or register any name, logo, trademark, symbol, service mark or other mark (including without limitation the official name and mascot of the Event) which may be inferred by the public as identifying with the Event, single sessions of the Event, World Athletics including the words "World Athletics", "Budapest 23", (or any other term used in any language to identify the Event) or the development, use or registration of the year 2023 in connection with Budapest, or any similar indicia or derivation of such terms or date in any language.

12.5. The Customer shall not, and shall ensure that each of its Guests shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into the Venue or Hospitality Facility, including any banner, sign (including handheld lollipop signs) or leaflet for the purposes of display or distribution. By way of illustration only, the Customer and each of its Guests shall refrain from wearing, in the Venue or Hospitality Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Customer and/or its Guest(s) and which is intended to be worn as part of a group wearing the same or similar clothing in a way which FORTIUS, Dentsu, Budapest 23 and/or World Athletics may reasonably regard as the conduct of a promotional, advertising or commercial activity.

12.6. The Customer shall not, and shall ensure that each of its Guests shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at the Venue or Hospitality Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by an Event Authority or, at the entrance of and within the Hospitality Facility, FORTIUS, and any person engaging in such activities is subject to ejection from the Venue and/or Hospitality Facility.

12.7. By using any component of a Hospitality Package to attend the Hospitality Facility or Venue, each Customer grants, and confirms that each of its Guests grants, FORTIUS, Dentsu, World Athletics, Budapest 23 and any third party authorised by any of these parties the unrestricted right and licence to use worldwide and in perpetuity the Customer's and Guests' image, likeness, actions, name, voice and statements in connection with any live or recorded broadcast or other transmission or reproduction of the Event or a single session of the Event, in whole or in part, by means of any media existing now or in the future, for any purpose and without compensation, consideration or notification. The Customer waives, and confirms that each of its Guests waives, in advance all rights and actions seeking to oppose such use.

12.8. Nothing in these Sales Regulations or the Ticket Terms grants any person in possession of a Ticket or Hospitality Access Pass (if applicable) the right to capture or produce any photographs, sounds, videos, other audio, visual or audio-visual material, accounts or descriptions of the Event, any session of the Event or any other content relating to the Event while attending the Hospitality Facility or Venue (“Event Content”) other than for personal, non-commercial purposes. Any Event content captured or produced in contravention of this Clause 12.8 is strictly prohibited.

12.9. The Customer acknowledges and agrees that any violation by Customer and/or its Guests of the terms relating to the use of a Hospitality Package pursuant to Clauses 12.1 to 12.8 above represents a material breach of these Sales Regulations by Customer. In such case:

(i) FORTIUS is entitled to terminate with immediate effect the Sales Agreement pursuant to Clause 16.2 below;

(ii) Budapest 23 is entitled to exercise its rights pursuant to Clauses 16.3 and 16.4 below; and

(iii) the Customer acknowledges and agrees to be directly liable to FORTIUS, World Athletics, Budapest 23 and Dentsu for any direct and indirect damages suffered by the relevant party, including but not limited to consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

13. Travel Bundles

Where a Customer’s booking is for a Travel Bundle that is organised by a tour operator appointed by FORTIUS, such tour operator will act as the organiser and seller of the component elements of the Travel Bundle and the Customer will additionally be bound by specific terms and conditions governing the sale of the Travel Bundle.

The Customer agrees and acknowledges that FORTIUS will not act as seller, and will not be the contractual party for the provision, of any tour operator services comprised in the Travel Bundle. Accordingly, FORTIUS does not assume any liability, and nothing under this Agreement shall be understood, interpreted and/or construed in a manner as FORTIUS assuming any liability, in connection with the provision of any tour operator services comprised in the Travel Bundle.

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

14.1. The following limitations of liability apply with respect to all Hospitality Package components, including, but not limited to, Tickets.

14.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING THE EVENT, A SINGLE SESSION OF THE EVENT OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST FORTIUS, THE FORTIUS SALES

AGENTS (IF APPLICABLE), WORLD ATHLETICS, BUDAPEST 23, DENTSU AND ANOTH OTHER EVENT AUTHORITYRELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE VENUE, THE HOSPITALITY FACILITY AND THE OTHER SITES. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES, LOSSES, COSTS, EXPENSES, CLAIMS OR FEES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AN EVENT AUTHORITY OR THE FORTIUS SALES AGENTS (IF APPLICABLE).

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

14.3. SUBJECT TO CLAUSE 14.5 BELOW, FORTIUS, THE FORTIUS SALES AGENTS AND EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE “EVENT AUTHORITIES” HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE EVENT. NEITHER FORTIUS, THE FORTIUS SALES AGENTS NOR ANY EVENT AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER EVENT AUTHORITY, FORTIUS OR THE FORTIUS SALES AGENTS. FORTIUS, THE FORTIUS SALES AGENTS AND EACH EVENT AUTHORITY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.

14.4. SUBJECT TO CLAUSE 14.5 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER FORTIUS, NOR THE FORTIUS SALES AGENTS NOR ANY OTHER EVENT AUTHORITY SHALL BE LIABLE TO THE CUSTOMER AND/OR ANY GUEST FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR ANY BREACH OF THE SALES AGREEMENT OR THESE SALES REGULATIONS. THE MAXIMUM LIABILITY OF FORTIUS, THE FORTIUS SALES AGENTS AND ANY OF THE EVENT AUTHORITIES TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SALES AGREEMENT AND THESE SALES REGULATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID FOR

HOSPITALITY PACKAGES BY THE CUSTOMER TO FORTIUS IN RESPECT OF THE SALES AGREEMENT.

14.5. NOTHING IN THE SALES AGREEMENT WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER OR GUEST OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY AN EVENT AUTHORITY OR THE FORTIUS SALES AGENTS OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14.6. THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THE USE OF ITS TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST INDEMNIFIES AND HOLDS HARMLESS FORTIUS, THE FORTIUS SALES AGENTS AND OTHEE EVENT AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:

- (i) ITS MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE); OR
- (ii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) BY A MINOR IF THE TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) WAS PROVIDED BY THE CUSTOMER; OR
- (iii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) THROUGH IT; OR
- (iv) A VIOLATION OF THE TICKET TERMS, THESE SALES REGULATIONS AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR
- (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE).

THIS MEANS THAT IF A CUSTOMER OR ANY GUEST VIOLATES ANY TICKET AND/OR HOSPITALITY ACCESS PASS (IF APPLICABLE) RELATED RULES, THE CUSTOMER MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT FORTIUS, THE FORTIUS SALES AGENTS AND/OR THE EVENT AUTHORITIES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

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

15. Unforeseen Circumstances

15.1. If the Event or a single session of the Event is rescheduled or relocated owing to a Force Majeure Event, FORTIUS shall use reasonable efforts to arrange for corresponding hospitality services and benefits to be provided at the rescheduled or relocated Event or session of the Event, but will have no obligation to do so. FORTIUS reserves the right to make alterations to the times, dates and locations in connection with the delivery of hospitality benefits and services as a result of any such unforeseen circumstances. Subject to Clause 15.2 below, in the event of a rescheduling or a relocation of the Event or a single session of the Event, neither party shall be relieved from its obligations under the Sales Agreement, it being understood that the respective obligation (together with any payments) shall be transferred and applied instead to the rescheduled/relocated Event or session of the Event.

15.2. Regardless of the availability of hospitality services and benefits, the rescheduling or relocation of the Event or a session of the Event owing to a Force Majeure Event or another circumstance outside the control of FORTIUS does not affect the validity of any Ticket or Hospitality Access Pass (if applicable) for the Event or relevant session of the Event (other than as specified in the Ticket Terms). The use of Tickets is exclusively governed by the Ticket Terms with respect to the rescheduling or relocation of the Event or any session of the Event.

15.3. If an Event or any part thereof is cancelled or is held behind closed doors due to a Force Majeure Event or another circumstance outside the control of FORTIUS (including but not limited to a safety and security concern or a decision made by an Event Authority), FORTIUS shall refund the full price of each affected Hospitality Package, such refund to be determined by reference to the prevailing circumstances. Any such refund shall constitute the sole and exclusive remedy to which the Customer is entitled.

15.4. The cancellation of the Event or part thereof due to a Force Majeure Event (including but not limited to a safety and security concern or a decision made by an Event Authority) does not affect the validity of any Ticket for the Event or the relevant session of the Event (other than as specified in the Ticket Terms). Tickets are exclusively governed by the Ticket Terms with respect to the cancellation of the Event or any single session of the Event.

16. Termination

16.1. In the event that any Customer fails to ensure that FORTIUS receives, in full any amount due and payable, FORTIUS reserves the rights specified in Clause 6.7 above, including, without limitation, the right to terminate the Sales Agreement in full or in part.

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

- (i) terminate the Sales Agreement in whole or in part immediately without further notice;
- (ii) render null and void any applicable Hospitality Access Pass (is applicable);

- (iii) enforce Budapest 23's termination of the sale of Ticket(s) forming part of the Hospitality Package and Budapest 23's right to render null and void the Ticket(s) comprised in the Hospitality Package;
- (iv) refuse entry into the Venue and/or the Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Venue and/or Hospitality Facility;
- (v) enforce the Sales Agreement and/or claim damages; and/or
- (vi) notify governmental authorities of a violation of the provisions of the Ticket Terms, these Sales Regulations and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

16.3. The Customer acknowledges and agrees that, in the event of a violation or breach of any term of the Ticket Terms or any other relevant laws or by-laws, Budapest 23 or FORTIUS acting on Budapest 23's behalf, shall, in addition to all other rights and remedies that Budapest 23 may have, retain the right to:

- (i) terminate, in whole or in part, the direct agreement between Budapest 23 and the Customer concerning the sale of the Ticket(s) forming part of the Hospitality Package;
- (ii) cancel, or render null and void, any Ticket forming part of the Hospitality Package; and/or
- (iii) refuse entry into the Venue and/or the Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Venue and/or Hospitality Facility.

16.4. The Customer acknowledges and agrees that:

- (i) FORTIUS shall be entitled to terminate, in whole or in part, the Sales Agreement if Budapest 23 has exercised any of its rights set out in Clause 16.3 above; and
- (ii) Budapest 23 shall be entitled to terminate the direct agreement between Budapest 23 and the Customer concerning the sale of a Ticket forming part of the Hospitality Package if FORTIUS has exercised any of its rights set out under Clause 16.2 above.

16.5. In addition to laws applicable in other countries, the US government may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets or Hospitality Access Passes (if applicable) in violation of the Ticket Terms, these Sales Regulations or any other relevant laws or by-laws. Customers and their Guests are advised to obtain information about applicable laws relating to Tickets and Hospitality Access Passes (if applicable).

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

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

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

16.7. In the event of termination of the Sales Agreement or cancellation of any Ticket forming part of the Hospitality Package, any payment made by the Customer, whether in full or in part, will be retained by FORTIUS and/or Budapest 23 as partial compensation for the administration, cancellation fees and production costs and/or instead of damages or other compensation. FORTIUS nevertheless retains the right to sue for a higher level of applicable damages.

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

17. Miscellaneous

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

17.2. These Sales Regulations and the Sales Agreement (together with its component parts) have been drafted in English language. In the event of any discrepancy between the English and other language version of the Ticket Terms the English text will prevail and will be used to resolve all questions of interpretation and application.

17.3. Certain provisions of the Ticket Terms and these Sales Regulations may be restated in a condensed format so that they may be included, respectively, within the confined space allocated on each Ticket and the Hospitality Passes. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket Terms and these Sales Regulations as located on the reverse side of any Ticket or provided together with the Hospitality Package and these Sales Regulations as located on the reverse side of any Hospitality Passes, the full terms of the Ticket Terms and these Sales Regulations will apply and will prevail over the condensed provisions.

17.4. If there is any inconsistency between the provisions of these Sales Regulations and the Ticket Terms with respect to any matter pertaining to the use of a Ticket at the Venue, the Ticket Terms shall apply and will prevail over the terms of the Sales Regulations.

17.5. The Sales Agreement and these Sales Regulations will be governed by the Law of the State of Budapest and the Ticket sales agreement with Budapest 23 pursuant to Clause 4.2 will be governed by, and interpreted in accordance with, the substantive Laws of the State of Budapest.

17.6. If any dispute arises with respect to the sale of a Hospitality Package pursuant to these Sales Regulations and the Sales Agreement, FORTIUS and the Customer shall each use their respective reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to both parties. If the parties do not resolve any such dispute within twenty (20) business days from the date on which negotiations are initiated, the dispute shall, to the exclusion of the courts, be exclusively referred to, and finally resolved through, the Arbitration Service of Portland, Inc. (ASP), pursuant to their dispute resolution process and rules. The language of the proceedings shall be English. The parties agree that any dispute and proceedings of the arbitration will be confidential and not disclosed to third parties, except as required by law. Arbitration is not required if the FORTIUS decides to seek an equitable remedy from a court, including without limitation an injunction or temporary restraining order against the Customer. This arbitration clause is governed by the Federal Arbitration Act and not any state arbitration acts.

17.7. In any arbitration, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. THE CUSTOMER AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

17.8. The Customer agrees to indemnify and hold harmless FORTIUS and FORTIUS Sales Agents and the other Event Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:

- (i) any claim by any Guest against FORTIUS (or any FORTIUS Sales Agent) or an Event Authority in connection with any purported breach by FORTIUS of the Sales Agreement;
- (ii) any activity conducted by the Customer or any of its Guests which causes damage to FORTIUS (or any FORTIUS Sales Agent) or an Event Authority or to the enjoyment of Hospitality Packages by any other Customer or Guest; and
- (iii) any activity conducted by the Customer or any of its Guests which infringes the intellectual property rights of FORTIUS, World Athletics, Budapest 23 and/or Dentsu.

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

17.10. Without limiting Budapest 23's ability to modify the Ticket Terms in accordance with Clause 9.1 above, the Sales Agreement shall not be amended or modified, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both FORTIUS and the Customer.

18. Definitions and Interpretation

18.1. In these terms and conditions, the following words shall have the following meanings:

"Accepted Card" means a credit or debit card accepted by FORTIUS for the payment of the Price.

"Application Process" means the online application process under which the Customer directly or through a FORTIUS Sales Agent referring the Customer to FORTIUS, applies for Hospitality Packages on the Webshop.

"Confirmation of Purchase" means FORTIUS's written confirmation and acceptance of the Order Form submitted by the Customer.

"Customer" means the purchaser of the Hospitality Package;

"FORTIUS" means FORTIUS Holding AG or any FORTIUS Holding AG subsidiary being the company that has been sub-licensed the right to globally sell the commercial hospitality rights relating to the Event.

"FORTIUS Sales Agents" means any third-party sales agent appointed by FORTIUS to provide certain services to FORTIUS in connection with the sale of Hospitality Packages.

"Deposit" has the meaning as set out in Clause 6.2 (i) of these Sales Regulations;

"Dentsu" means Dentsu Inc. (Tokyo, Japan), the company that been granted by World Athletics all marketing and commercial exploitation rights relating to the Event and that has further sub-licensed the commercial hospitality rights relating to the Event to FORTIUS.

"Event" means the World Athletics Championships Budapest 23 at the Venue and in respect of which the FORTIUS has the rights to sell Hospitality Packages;

"Event Authority" means any out of FORTIUS, World Athletics, Budapest 23, Dentsu or any Hungarian governmental authority responsible for safety and security in connection with the

Event, a single session of the Event or the Hospitality Facility and their respective employees, volunteers, agents, representatives, officers and directors.

“Force Majeure Event” means any event or circumstances which is beyond the control of FORTIUS, the FORTIUS Sales Agents or any other Event Authority including but not limited to a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, any epidemic and/or pandemic, act of terrorism, rebellion, strikes, lockdowns, lock-outs or other industrial disputes, acts of governments or other prevailing authorities.

“Guest” means any individual invited by the Customer and to whom a Customer provides a Hospitality Package which has been sold to the Customer by FORTIUS.

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

“Hospitality Facility” means any location or facility at or nearby the Venue to which Customers and Guests are admitted, by virtue of the rights afforded by a Hospitality Package, to enjoy the provision of the hospitality services and benefits.

“Hospitality Package” means the hospitality package to be sold to the Customer by FORTIUS which may include without limitation: a Ticket and certain additional services provided together with catering at the Event within the facilities at or in the vicinity of the Venue, including catering, reception, hostesses or entertainment services, in respect of any single or all sessions of the Event;

“Order Form” means, as part of the Application Process, the placing by the Customer of an order for the purchase of a Hospitality Package, as identified by the Customer via the Website or other sales channels;

„Budapest 23“ means the local organising committee appointed by World Athletics and responsible for the staging of the Event.

“Price” means the price of the Hospitality Package detailed on the Webshop or as otherwise notified by the FORTIUS as part of the Confirmation of Purchase;

“Budapest 23 Privacy Policy” means the so called BUDAPEST 23 PRIVACY POLICY, of which the actual version is annexed to these Sales Regulations as **Annexe B**.

“Sales Agreement” means a legally binding agreement for the sale of Hospitality Packages by FORTIUS to the Customer in accordance with Clause 4 of these Sales Regulations;

“Sales Regulations” means these standard terms and conditions for the sale and use of Hospitality Packages set out below;

“**Seat**” means an individual sitting position within a designated seat block in the Venue in respect of any single or all sessions of the Event with a view onto the pitch.

“**Tickets**” means the tickets or other types of evidence (including electronic tickets, mobile tickets and further access devices that Budapest 23 may issue to identify the holder of a Hospitality Package, including passes, wristbands or badges) sold by FORTIUS as an agent of Budapest 23 to the Customer as part of a Hospitality Package on behalf of Budapest 23 for the right to occupy space at or to attend a specific session of the Event;

“**Ticket Terms**” means the terms and conditions governing the sale and use of any Tickets for the Event, the so called WCH BUDAPEST 23 TICKETING TERMS AND CONDITIONS that are issued by World Athletics and Budapest 23 and may be amended from time to time by World Athletics and Budapest 23. The Ticket Terms are, among others, binding on, and enforceable against, any person purchasing, holding or using a Ticket, including any Ticket forming part of a Hospitality Package. The actual version of the Ticket Terms is annexed to these Sales Regulations as **Annexe A**.

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

- (a) Hospitality Packages with one or more of the following separate ancillary services:
 - (i) a flight; and/or
 - (ii) accommodation;provided that those separate ancillary services are purchased together from a single visit to the Webshop and are selected by the Customer via the Application Process and before any payment pursuant to Clause 6 has been made; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “Travel Bundle” or a similar term; or
- (b) a Customer, having already booked a Hospitality Package on standalone basis, decides to also book both ancillary services (flight or accommodation) together provided that those ancillary services are purchased with a single signed Order Form and Confirmation of Purchase; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “Travel Bundle” or a similar term;

“**Venue**” means the facilities in Budapest (Hungary) where the Event is to be staged; and

“**Webshop**” means FORTIUS’s online sales facility accessible via the Website under which Hospitality Packages for the Event may be purchased.

“**Website**” means the website of FORTIUS (registered in Switzerland under company number CHE -338.036.261) at www.FORTIUS.com of which these Sales Regulations form part.

“**World Athletics**” means the world governing body for the sport of track and field athletics.

“**World Athletics Championships Budapest 23**” means the 19th edition of the World Athletics championships scheduled to be held in Budapest, Hungary and scheduled from 19 to 27 August 2023.

18.2. The headings in these Sales Regulations are for convenience only and shall not affect their interpretation.

18.3. Any reference in these Sales Regulations to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

18.3. Where the context dictates in these Sales Regulations, the singular shall include the plural and vice versa and any gender includes the other gender.

Annexe A

Ticket Terms

WCH BUDAPEST 23 TICKETING TERMS AND CONDITIONS

1. The purchase and use of the World Athletics Championships Budapest 23 (“Event”) tickets (“Tickets”) and admission to the venues for the Event are subject to the following terms and conditions (“Terms and Conditions”) and such other rules (“Rules”) issued by World Athletics, Budapest 23 LLC (the local organizing committee for the Event), and the University of Budapest (the venue owner, the “University”). Within these terms and conditions references to the “Authorities” means Budapest 23 LLC and the University. Anyone who purchases or uses Tickets (“Ticket Holder”) is held to have agreed to the Terms and Conditions and the Rules, including as they are each issued, updated or revised by the Authorities from time to time.
2. This Ticket is permission to admit entry for one person for the time, date and venue listed on the Ticket, and if applicable, to the seat or section listed on the Ticket, which the Authorities reserve the right to withdraw or modify if seating is reduced or the seating configuration is modified. In addition to other available remedies, the Authorities have the right to cancel Tickets (including requiring the return of Tickets), refuse admission to any venue or remove a person from any venue, if the person is in violation of these Terms and Conditions or the Rules, without any refund. The right to remove includes, but is not limited to, removing any person that does not abide by any federal, state, county, city, or University public health, safety, harassment or discrimination laws, orders, or policies, or is otherwise jeopardizing public safety. Any activity likely to interfere with the performance of or endanger any athlete, team member, coach, official, or other person, or that causes or risks damage to any property, will result in immediate removal without refund of the admission price.
3. All persons ages two and up must have a Ticket for admission. Children under the age of two should be securely strapped to an adult who has a Ticket, otherwise they will need a Ticket if they occupy a seat. There are specific children’s Tickets for sale for certain sessions for children ages 2 – 16 years old.
4. Tickets for ADA-compliant accessible wheelchair and limited-mobility seats will be available for every session at each price level. A maximum of three Tickets can be purchased to accompany a single Accessible Ticket. All such Tickets are on a first come first served basis.
5. There will be no re-entry to any session if a Ticket Holder leaves the venue after they have entered.
6. Except as specifically allowed in the Terms and Conditions, all sales are final and Tickets are non-refundable and may not be cancelled. Tickets cannot be exchanged for different seats in the same session or Tickets for a different session.
7. Except upon extraordinary circumstances and as authorized by any of the Authorities, in their sole and absolute discretion, Tickets cannot be replaced if lost, destroyed, stolen or

unable to be accessed on a mobile phone. If duplicates are provided for any reason an administrative fee equal to 50% of the value of the Ticket will be charged.

8. Tickets may be limited to a maximum number per person, per session, per payment card and/or household. Any limitations will be communicated at the time of purchase and may be subject to change.

9. No person attending the Event shall record, upload, post and/or transmit, any sound, moving or still image, description, or results of the Event, in whole or in part other than for their private and non-commercial use. It is strictly forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, picture, image, data, description, result and/or statistics of the Event in whole or in part for any sort of public access and/or commercial purpose, or to assist any other person(s) conducting such activities, unless permitted by World Athletics in writing.

10. Any Ticket Holder or any other person attending the Event are held to have given their consent, which cannot be withdrawn, to the use by any of the Authorities, World Athletics or third parties authorized by any of the Authorities, in perpetuity (i.e. forever), for commercial purposes or otherwise, free of charge or any compensation, of their voice, image and likeness in live or recorded video display, broadcast, streaming, uploading, posting or other transmission or recording, photographs, or any other media technologies now or hereafter existing, taken or recorded in connection with the Event.

11. Ticket Holders agree that any data provided to the Authorities to purchase Tickets may be used and/or processed in accordance with each of the Authorities' privacy policies.

12. All Tickets to the Event will be delivered via a mobile platform and physical Tickets will not be issued for the Event except as otherwise allowed by the Authorities. Purchaser may purchase Tickets for themselves and family and friends, who by accepting such Tickets agree to be bound by these Terms and Conditions, but otherwise Tickets may not be transferred to any third parties. Otherwise, neither the purchaser nor those accompanying the purchaser may sell, offer to sell or otherwise transfer such Tickets without the prior written approval of any of the Authorities. Subject to the transfer limitations, these Terms and Conditions are binding upon the successors and assigns of any Ticket Holder and the Authorities.

13. Admission is guaranteed only for Tickets purchased from the official ticket provider. Tickets purchased through any outside entity or re-sale websites are done so at the purchaser's own risk. Invalid or counterfeit tickets will not be refunded and replacements will not be issued.

14. Any of the Authorities may request that a Ticket Holder provide a full explanation of the details of the Ticket Holder's activities at the Event to determine whether the Ticket Holder has complied with these Terms and Conditions and the Rules and each of the Authorities may, in their absolute discretion, cancel the Ticket(s) and expel the Ticket Holder from the venue for any violation of these Terms and Conditions or the Rules.

15. Tickets may not be used for advertising, sales, commercial or any other promotional purposes, whether or not for commercial gain (including in connection with any competition, advertisement, promotion, auction or sweepstakes or as part of any hospitality or travel package), unless this has been contractually authorized by World Athletics or by a third party authorized by World Athletics.

16. Tickets may not be transferred, used or otherwise disposed of in a manner that would cause a reasonable person to believe that any person has a sponsorship arrangement with or relating to the Event or any part of the Event, unless this has been contractually authorized by World Athletics or by a third party authorized by World Athletics.

17. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of these Terms and Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or removed from any venue without refund or compensation, even if the Ticket Holder did not have prior notice of these Terms and Conditions or the

breach of these Terms and Conditions. Further, the Authorities may pursue any other remedies available in relation to the breach of these Terms and Conditions.

18. Ticket Holders are strictly prohibited from using, wearing, possessing or holding objects and materials for promotional or commercial purposes, or offering to sell, selling, or possessing with the intent to sell, beverages, food, souvenirs, clothes, or other promotional and/or commercial items at any venue, unless this has been expressly authorized by World Athletics in writing prior to such activity. All such items may be removed or confiscated by the Authorities without any compensation payable to the Ticket Holder.

19. It is prohibited to take into any venue where the Event takes place any of the following items (referred to as "Prohibited Items"):

- bottles, cans, coolers, thermos, alcoholic beverages, containers, picnic baskets, food, strollers, certain banners, poles, weapons, munitions, ammunition, umbrellas, balls, frisbees, explosives, fireworks, flares and smoke bombs, drones, laser pointers or any other items which could compromise public safety or disrupt the athletes or cause unreasonable interference to other spectators' view of events or interfere with television production;
- any type of promotional or commercial item including but not limited to banners, badges, signs, symbols and leaflets; and
- any professional equipment or device capable of being used for the recording, transmission or dissemination by any other manner of sound, moving or still images, description or results of the Event, except for sound or video devices brought for private use (e.g. personal cell phones);
- any other material held as dangerous and/or not authorized by the Rules.

20. For the purposes of security and the orderly and smooth implementation of the Event, if requested by the Authorities all persons shall be required to cooperate in respect of providing evidence of identity, conducting inspections of personal belongings, confiscation of Prohibited Items, and must consent to security searches, screenings whether by walk-through metal detection, handheld metal detection, bag checks or otherwise. To enhance public

safety and make venue access more efficient a Clear Bag Policy will be adopted. Ticket Holders may bring in one (1) clear bag no larger than 12" x 6" x 12" or a 1-gallon plastic storage bag. Ticket Holders are limited to one clear bag per person, along with a small clutch or purse for privacy.

21. There is absolutely no smoking or vaping of any substances in or around the Event.

22. Ticket Holders and any persons attending the Event will be required to comply with all health and safety protocols issued by the Authorities and all guidance of the Centers for Disease Control and Prevention and all applicable laws and policies of federal, state, city and local authorities. This may include communicable disease screening, testing, vaccination and other safety protocols.

23. If the Event is cancelled, Ticket Holders will be entitled to a refund. A refund will be given based on the original method of payment and to the original purchaser of the Tickets only. A check will be issued and mailed to the purchaser to their address on record for Tickets purchased by cash or check and purchaser's credit card will be credited for Tickets purchased by credit card. No credits will be issued and the Ticket will have no cash value. Refund will not include any per Ticket or per order service, handling and/or processing charges, or taxes. The refunds specified in this section are the Ticket Holder's only remedy for the cancellation of the Event. Refunds are only available to the original purchaser for Tickets purchased directly through the official

ticketing provider and none of the Authorities are responsible for the refund practices put in place by secondary ticket providers.

24. In the event of a pandemic, public health emergency or other order by government authorities, the Authorities may be required to limit the capacity of the Event or restrict the number of attendees to the Event. In that case, the Authorities will decide, in their sole and absolute discretion, any venue capacity and seating configuration, and which Tickets will be cancelled to allow for such capacity. Cancelled Tickets will be refunded as provided above for cancellation, and such a refund is the Ticket Holder's only remedy for any Ticket cancelled as provided in this section.

25. If the Event is postponed, the Authorities will determine, in their sole and absolute discretion, whether any Tickets will be refunded.

26. Ticket Holders understand and accept (a) that there is a risk of Event cancellation or postponement that is beyond the control of the Authorities, (b) that all travel plans and arrangement, including air and hotel bookings, are made with the risk that the Event may be cancelled or postponed, and (c) that a postponed Event may have a different schedule and order of competition events.

27. Should any provision(s) of these Terms and Conditions be declared unenforceable by any court of competent jurisdiction, the remainder of these Terms and Conditions shall remain in effect as if such invalid or unenforceable provision(s) had not been contained in these Terms and Conditions.

28. A Ticket Holder assumes all risks and dangers associated with their attendance at the Event including any bodily harm and property damage or loss incidental to attendance at the Event whether occurring prior to or during the Event. A Ticket Holder understands that the Authorities cannot control all of the actions of third parties and that the Authorities are not responsible for all acts or omissions of any third parties, even if the parties' acts or omissions are in violation of these Terms and Conditions or the Rules. EACH TICKET HOLDER RELEASES EACH OF THE AUTHORITIES, WORLD ATHLETICS AND THEIR OWNERS, AGENTS, EMPLOYEES AND CONTRACTORS, AND WAIVES ALL LIABILITY FOR ANY BODILY HARM (INCLUDING DEATH) OR PROPERTY DAMAGE OR LOSSES ARISING FROM OR INCIDENTAL TO THE EVENT OF ANY NATURE WHATSOEVER, EVEN IF THE HARM, DAMAGE OR LOSS IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ONE OR ANY ONE OF THE AUTHORITIES, WORLD ATHLETICS OR THEIR OWNERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND WHETHER ARISING IN CONTRACT OR IN TORT. The release and waiver does not apply if the harm, damage or loss is caused by the willful misconduct or gross negligence of one of the Authorities, World Athletics or their owner, agent, employee or contractor, in which case, the liability shall be several and limited to the Authority, World Athletics or specific owner, agent, employee or contractor that acted with willful misconduct or gross negligence.

29. Specifically, without limitation, there is an inherent risk of exposure to COVID-19 in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness—including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted—and you hereby waive any and all claims and potential claims against the Authorities, World Athletics and their owners, agents, employees and contractors relating to such risks, hazards and dangers.

30. The Authorities are not responsible for any lost, stolen, damaged or unreadable tickets, or any inability to access an electronic ticket, and the Authorities have no liability for the failure to access the Event or failure to honor a Ticket because a Ticket is lost, stolen, damaged, unreadable or inaccessible. This does not apply to an error created by the fault of the Authorities.

31. **ARBITRATION IS REQUIRED.** The Ticket Holder agrees that any dispute regarding the Ticket or attendance at the Event, will be resolved exclusively through binding arbitration through the Arbitration Service of Portland, Inc., pursuant to their consumer disputes resolution process and rules. Ticket Holder may not bring any suit or arbitration against any Authority more than two years after the cause of action has accrued. The parties agree that any dispute and proceedings of the arbitration will be confidential and not disclosed to third parties, except as required by law. Arbitration is not required if the Authorities decide to seek an equitable remedy from a court, including without limitation an injunction or temporary restraining order against a Ticket Holder. This arbitration clause is governed by the Federal Arbitration Act and not any state arbitration acts.

32. CLASS ACTION AND JURY WAIVER. In any arbitration, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. TICKET HOLDER AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

33. LIMITATION OF LIABILITY. In no case will either party be responsible to other for any consequential, incidental, special or punitive damages, even if one party has been advised of the possibility of such damages, and regardless of whether the claim is based upon any contract, tort, or other legal or equitable theory. All limitations of liability will apply even if the limited remedy fails of its essential purpose and the limitation of liability and allocation of risk is an essential element of the basis for the bargain between the parties. In the event of any dispute between the Ticket Holders and any Authority regarding the Event, the Authority's maximum liability, and the Ticket Holder's sole and exclusive remedy, is the purchase price for the Ticket subject to the dispute.

34. NO WARRANTIES. There are no warranties of any kind, express or implied, in connection with the Event or the Tickets or otherwise, and they are all presented "AS IS." While a schedule of competitive events may be presented, all schedules and events times and dates are subject to change without notice.

35. These Terms and Conditions will be governed and construed in accordance with the laws of the State of Budapest without regard to principles of conflicts of law. Subject to the requirements to arbitrate, any claim, action, or suit against any of the Authorities must be brought and conducted solely and exclusively in the Circuit Court for Lane County for the State of Budapest. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Budapest. BY EXECUTION OF THIS CONTRACT, TICKET HOLDER CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS. In no event will any part of these Terms and Conditions be construed as a waiver by University of its sovereign and governmental immunities. Each party waives, to the fullest extent permitted by law, any objection any such court is an inconvenient forum.

36. No waiver by any of the Authorities of any right arising out of a breach by a Ticket Holder of any of these Terms and Conditions is a waiver of any right arising out of a subsequent breach of the same or a breach of any other term or condition or a waiver of the term or condition itself. A waiver of any term or condition of these Terms and Conditions for one Ticket Holder does not require or imply a waiver for any other Ticket Holder.

37. These Terms and Conditions are a final and complete statement of the agreement between the Authorities and the Ticket Holder, and fully supersedes all prior agreements or negotiations, written or oral.

Annexe B

Budapest 23 Privacy Policy

BUDAPEST 23, LLC PRIVACY POLICY

Budapest 21, LLC dba Budapest 23, LLC, is an Budapest limited liability company, an Budapest nonprofit corporation (“Budapest 23,” “we,” “us,” or “our”). This Privacy Policy describes how we collect, use, and share information in connection with the management, coordination, and distribution of tickets relating to World Athletics Championships Budapest 23 in Budapest (the “Services”). When you submit personal information to Budapest 23, you are consenting to the collection, use, transfer and disclosure of your personal information as described in this Privacy Policy. If you have questions about this Privacy Policy, please contact Budapest 23 using the contact information located at the end of this Privacy Policy.

1. Information Budapest 23 Collects

When you submit information to Budapest 23 via our Services, or otherwise correspond with Budapest 23, Budapest 23 receives and stores that information, including personal information. “Personal Information” includes any information you provide Budapest 23 that could reasonably be used to personally identify you, including the following types of Personal Information:

1.1. **Ticket Sales.** Ticket sales will primarily occur through an internet platform provided by the University of Budapest, in-person or via telephone through the University of Budapest Ticket Office, or through Ticketmaster.com. If you purchase a ticket, you will provide personal information directly to the University of Budapest or Ticketmaster.com. These organizations' respective privacy policies govern the use of your information for their purposes.

1.2. **Other Direct Collection Points.** We collect information that you provide to us directly outside of ticket sales, such as when you communicate with us via telephone, by e-mail, by fax, on paper, or in person.

1.3. **Third-party Cookies and Similar Technologies.** Third-party partners may display content, including advertisements, via our Services. These third parties may place cookies, or similar technologies, on your browser that collect information about you. Third parties may use the information they collect to provide you with interest-based advertising. Such third parties may collect information about you over time and across different online services. Budapest 23 does not control third-party tracking technologies or their use. You can opt-out of certain third-party interest-based advertising services we may use by visiting the opt-out page for each specific third-party on their website, for example, for Google: Google Marketing Platform opt-out page; For Twitter: Twitter’s Privacy Controls for Personalized Ads; For Facebook: Facebook Ad Preferences; and for LinkedIn: LinkedIn General Advertising Preferences. You can learn more about interest-based advertising from the Network Advertising Initiative (NAI) and the Digital Advertising Alliance (DAA). Both the NAI and DAA

maintain consumer choices pages where you can opt-out from receiving interest-based advertising from participating companies.

2. How Budapest 23 Uses Your Personal Information

We will use your Personal Information as described in this Privacy Policy, including to provide our Services and their features and to send you communications.

2.1. Providing and Supporting our Services. We use your Personal Information to provide and support the operation of our Services, including:

a. Your use of our Services. We use Personal Information to facilitate your use of the Services, to process your requests, to provide you with information and services you request, and to administer and assist us with the operation of our organization, including to facilitate events relating to World Athletics Championships Budapest 23 and to manage and coordinate ticketing for such events.

b. Customer Support. We may use Personal Information to help diagnose, resolve, and improve problems with our Services.

2.2. Communications. We may use your Personal Information to provide you information about Budapest 23, World Athletics Championships Budapest 23 and/or other services that may be of interest to you, as permitted by applicable law. We will never share your Personal Information with a third party for their own marketing or independent uses, except:

(1) where you consent to such information sharing and (2) as described in this Privacy Policy.

If we use your Personal Information to send you marketing communications, we will provide you with an unsubscribe mechanism to opt-out of receiving future marketing communications, or you can contact us to request that we not send you marketing communications. If you request that we not contact you for marketing purposes (either by using the unsubscribe mechanism or contacting us), we reserve the right to contact you for non-marketing purposes relating to your use of the Services.

3. Information Shared with Third Parties

We share information with third parties for a variety of reasons, including the reasons described in more detail below, subject to certain restrictions. In addition, we may share de-identified, aggregated information without restriction.

3.1. Third-Party Service Providers. We use third-party service providers to help us organize, manage, and run our Services. We share information with our third-party service providers who assist us by performing services related to the operation of our Services (such as hosting, data storage, payment processing, and security) and to conduct marketing on our behalf.

3.2. Our Organizational Partners. We may share your information with our organizational partners, including the University of Budapest and Ticketmaster, to facilitate your use of the Services, to process your requests or transactions, to provide you with information about other services you request.

3.3. Merger, Acquisition, or Sale. We may transfer your Personal Information to another entity if Budapest 23 is involved in a merger, acquisition, reorganization, restructuring, or other sale or transfer of all or any portion of its assets or business, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding in which information of our Services users are among the assets transferred. In this event, we will, if allowed, use reasonable efforts to notify you when your information is transferred to a third party (this notification may be made via email to you or by posting a prominent notice). Unless you consent otherwise, your Personal Information will remain subject to the promises made in this Privacy Policy, even after the transfer. Any information you provide after the transfer will likely be subject to a new privacy policy, and you should review that policy.

3.4. Required by Law. Budapest 23 reserves the right to release your information if Budapest 23 believes in good faith that (i) such release is required to comply with any law, rule, or regulation, or any search warrant, subpoena, court order, or similar legal process; or (ii) disclosure is necessary to protect or enforce Budapest 23's rights or property, to protect the rights or property of others, to protect your safety or the safety of others, in emergency situations, to defend against legal claims, to enforce our contractual or other rights, or to take action regarding illegal activities or suspected fraud.

4. Public Forums and Third-Party Platforms

The Services may include or access interactive forums or third-party sites and services such as message boards, chat rooms and third-party websites and applications. The Services may also be accessible through or access third-party sites or platforms, such as social media sites. Please remember that any information that is disclosed in these areas may become public. You should exercise caution when deciding to disclose your personal information through public forums and should carefully review third-party privacy policies and terms and conditions, as we are not responsible for third-party sites or services.

5. Changing or Updating Your Information

You can obtain access to the registration information Budapest 23 currently has on file for you and/or correct inaccuracies in such Personal Information by making a written request to Budapest 23 by mail or e-mail. For your protection, you may be asked to provide additional information to verify your identity before being granted access to your Personal Information.

6. How Budapest 23 Protects Your Personal Information

Budapest 23 and its third-party providers have security measures in place at their physical facilities to protect against the loss, misuse or alteration of Personal Information collected from you. When Budapest 23 or its third-party providers transfer and receive certain types of sensitive information online, such as financial information, visitors are redirected to a secure server. However, due to computer hackers, electronic malfunctions, and other events, Budapest 23 cannot guarantee that such safeguards will always protect your Personal Information.

7. Children's Privacy

Our site is intended for a general audience and Budapest 23 does not knowingly collect Personal Information from children under the age of 13. If we learn that we have collected such children's Personal Information without parental consent, we will delete such information from our system. If you learn that your child has provided us with information, please let us know.

8. Updates

Please visit this Privacy Policy from time to time, as Budapest 23 reserves the right to periodically update it. When the Privacy Policy is changed in a material way, we may provide you notice through your user account or the e-mail address you provided us along with the updated Privacy Policy. Your continued use of our Services after an update to this Privacy Policy indicates your acceptance of the terms of the updated Privacy Policy.

9. Links

The Services may contain links to external websites and users may also post links to external websites. Budapest 23 is not responsible for the privacy practices or the content of such websites. You should check the applicable privacy policies of the third parties responsible for such websites when providing information on a feature or page operated by a third party.

10. Contact Us.

When you contact Budapest 23, please provide your contact information and a detailed description of your request or privacy concern. Please include your exact name, address, telephone number, and email address at the time of your request.

25 June 2021