

Davis Cup Finals 2023 - Bologna

General conditions for the sale of tickets and the use of tickets and passes as well as for accessing and staying at the Venue

DEFINITIONS

§ 1. In the interpretation and application of these General Conditions, the following expressions shall have the meaning indicated for each:

- **Ticket:** means the admission ticket, which may also be issued electronically, that allows its holder to access the Venue and the Court, as well as to attend any Matches on the date and at the session indicated on the title in question;
- **Court:** means the tennis court located inside the Venue where the Matches take place;
- **Authorised Sales Channels:** jointly, the Website, the physical and online points of sale of Ticketone s.p.a. (<https://www.ticketone.it>) and the central ticket office of the Foro Italico Park in Rome;
- **Consumer Code:** means Legislative Decree 206 of 6 September 2005, as subsequently amended;
- **General Terms and Conditions:** these general terms and conditions for the sale and use of the Access Title and for the access and stay of Users within the Venue during the Event;
- **Event:** a group A of the group stage of the sporting event currently called “*Davis Cup*”, reserved for the national men’s tennis (“*Davis Cup*”);
- **ITF:** means the International Tennis Federation, the body that governs tennis worldwide and organizes and controls the main international team tennis competitions, including Davis Cup;
- **Venue:** means the area where the Event takes place and which the User may access only if in possession of Access Title;
- **Match:** means each tennis match that takes place during the Event;
- **Privacy Policy:** means the privacy policy statement provided by the Organiser pursuant to Article 13 of EU Regulation No. 679/2016 and published on the Website, which is understood as fully incorporated herein by reference;
- **Organiser:** means the Italian Tennis and Padel Federation;
- **Pass:** means the personal accreditation issued by the Organiser and allowing its holder to access the Venue on the date and within the limits of the areas specifically indicated on the Pass in question;
- **Access Title:** the title of entry of the User to the Plant (Ticket or Pass);
- **Website:** means the website of the Event, intended for the purchase of the Tickets and available at <http://tickets.italy.daviscup.com/>;
- **User:** means any individual in legitimate possession of the Access Title.

TICKETS AND PASSES: METHOD OF SALE, USE AND CANCELLATION.

§ 2. These General Conditions, which are displayed at the entrance of the Venue and published on the Website, regulate the sale of the Tickets and the use of the Access Titles as well as the Users’ access and sojourn at the Venue during the Event. They supplement the general conditions applied by the parties, other than the Organiser, authorised to sell the Tickets.

The posting online of the General Conditions and the confirmation of the purchase order provided by the Organiser (or by a third party appointed by it) to the individual purchaser shall be valid as “*confirmation of the contract entered into using a durable medium*” pursuant to Article 51, paragraph 6 of the Consumer Code.

By obtaining the Access Title and accessing the Venue with a suitable Access Title, the user represents and warrants that he/she has read, knows, understands, and accept the provisions contained in the General Conditions and in the Privacy Policy, undertaking to comply with them and, also pursuant to Article 1381 of the Civil Code, to make them known to and accepted by those who legitimately take over the Access Title. The same obligation is assumed by a person who, at the time of purchasing the Ticket, indicates a person other than him/herself as a User.

The User acknowledges that, pursuant to Article 59(n) of the Consumer Code, having the contract for the purchase of Tickets for services relating to leisure activities on a specific date or period of execution, the right of withdrawal provided for by Article 52 of the Consumer Code does not apply.

§ 3. In order to be admitted and remain inside the Venue, the Users shall be in possession of a Access Title. Without prejudice to Articles 4, 5 and 6 below, each Ticket is only valid for the date, session of Matches, Court and seat indicated thereon. The replacement of any unused ticket with another Ticket valid for a subsequent date or session of Matches or for a different Court will not be permitted.

§ 4. In view of the possibility that, during the Event, the public access to the Venue shall be limited for reasons beyond the control of the Organiser (including to comply with any instructions from the Public Authorities, international sports authorities or sports Authorities ranking hierarchically higher than the Organizer), a reduction in the Venue’s maximum seating capacity is ordered, **the Organiser reserves the right to cancel Tickets purchased through the Authorised Sales Channels that exceed the permitted capacity**, with a consequent full reimbursement of the relevant price (net of any pre-sale costs), by crediting the current account from which the payment was made or by other methods that will be promptly notified. Tickets purchased through the Authorised Sales Channels and exceeding the permitted capacity shall be cancelled, for each sector in which each of the Courts are divided, according to the chronological order of purchase (beginning with the last one).

An assessment of the permitted capacity will be made and the consequent decision on cancellation of the Tickets will be taken by the Organiser on the tenth day before the start of the Event, regardless of the number of Tickets sold up to that time. If, after that date and until the conclusion of the Event, the public’s access to the Venue is further reduced, the Organiser will make further cancellations according to the above criteria. If, following the cancellation of Tickets purchased through the Authorised Sales Channels and exceeding the permitted capacity and until the conclusion of the Event, public access to the Venue is permitted to a greater extent than at the time of cancellation, the Organiser will assign to the Users holding cancelled Tickets, identified according to the order in which the cancellation was carried out, for a period of 24 hours (or, if the Event is already in progress, of 12 hours) by way of the relevant communication by e-mail or text message to the addresses provided during registration, the right to make such Tickets effective again, with the consequent waiver of any reimbursement.

Also taking into account the general awareness of the real risk that the maximum capacity of the Venue may be limited, **the Organiser assumes no liability, under any circumstances, with regard to claims for compensation made by anyone, past the full reimbursement of the Tickets cancelled** according to the terms and conditions described above.

§ 5. When necessary for technical or organisational reasons (including to comply with any instructions from the Public Authorities, international sports authorities or sports Authorities ranking hierarchically higher than the Organizer), the Organiser reserves the right to assign to the Users in possession of a Ticket – for the date and Court indicated thereon – seats or rows of seats other than the ones indicated on the Ticket in question. Where the assignment of a seat of equal or higher category compared to the one of the seats indicated on the purchased Ticket cannot be guaranteed, the Organiser shall refund the User only for the difference between the price of the purchased Ticket and the price of the Ticket assigned by replacement. Alternatively, the User may choose not to use the Ticket assigned as a replacement, if it is of a lower category than the one indicated on the Ticket purchased, and receive a refund net of any pre-sale costs.

§ 6. Without prejudice to Articles 4 and 5 above, the price of the Ticket will be refunded by the Organiser, net of any pre-sale costs, only if none Matches scheduled on the day, at the Court and in the session indicated on the Ticket, takes place. In the event that Matches for which the Ticket was purchased take place – for any technical, organisational or meteorological reasons – at hours or Courts other than the ones originally scheduled, under no circumstances the User shall be entitled to be refunded for the cost of the Ticket (or to its replacement).

§ 7. The User, whose Ticket has been stolen, lost, destroyed, deteriorated or damaged so as to render it, even partially, illegible, shall not be entitled to claim any refund or replacement thereof, not even after having reported such loss or theft to the competent public authorities.

For the Tickets purchased and not collected by the Users who, at the time of purchase, had chosen to collect them at the Venue, the refund does not apply.

§ 8. The Access Title shall be displayed every time they are requested by the personnel responsible for the inspection. The User without Access Title, or with a deteriorated or damaged Access Title, which is even partially illegible, shall be accompanied outside the Venue.

§ 9. Tickets must be purchased, against the payment of the price indicated thereon, by means of the authorized sales channels. If the Ticket has been purchased at discounted prices, such as the discount provided to people with disabilities or the discount for the members of the Italian Tennis and Padel Federation, the User, when accessing the Venue, must be in possession of a valid document showing its legitimate entitlement to the discount indicated on the Ticket (in such specific cases, the disability certificate for disabled Users and the federal card for the members of the Italian Tennis and Padel Federation, respectively) as well as of a valid identity document.

If the User has a Ticket purchased from a party not authorized to sell it, or is not entitled to the discount indicated thereon, the control staff may prevent the User from accessing or staying at the Venue.

§ 9.1 The management of payments and collections of Tickets sold takes place by TicketOne S.p.A. in the name and on behalf of the Italian Tennis and Padel Federation. TicketOne qualifies as a mere intermediary of the sale transaction and, therefore, acts as an intermediary between the Organizer and the Users by selling them the Access Passes and collecting, in the name and on behalf of the Organizer, the price of the Tickets.

Reimbursement of the Admission Pass purchased is the responsibility of the Organizer according to the provisions of the point § 6.

RULES FOR ACCESSING AND STAYING AT THE VENUE AND USER CONDUCT.

§ 10. Each Ticket gives the right to access the Venue, only once; consequently, in the absence of a prior written consent from the Organiser, the User that left the Venue shall not be permitted to enter the Venue again, by exhibiting the same Ticket.

§ 11. The taking of pictures and the recording of videos or audios of the Matches, or of the other events that will take place during the Event inside the Venue (such as interviews, cultural events, advertising, etc.) are permitted by the Organiser only if done for personal purposes. Unless previously authorised in writing by the Organiser, the User shall not use pictures or video and audio recordings of the Event for commercial or advertising purposes, nor shall the User be permitted to disseminate said pictures or recordings on broadcasting platforms (for instance, social networks or video-sharing websites such as, without limitation, www.youtube.com) that do not allow limiting the dissemination exclusively within a personal context. The use of laptops or other mobile electronic devices is forbidden inside the stands of the Courts during the Matches; an exception is made, however, for the authorized media, and the individuals authorized to the sale of goods and services to the Users, and the Event staff.

§ 12. “CCTV” cameras can be installed inside the Venue for security reasons. The Organiser and the parties appointed thereby may also record videos and take pictures of the Event. The User accepts to be taken pictures of, to be recorded and filmed during the Event by the Organiser or by the parties appointed thereby, and to have its own picture and voice, even altered electronically, inside audio-video recordings (all of which referred to as “**Recordings**”) intended for broadcasting, also TV broadcasting, or for other kind of publications on the Organizer’s social channels. The User expressly authorises the Organiser to publish, disseminate and commercially exploit, by any means and without time limits, its own voice and picture possibly enclosed with the Recordings, by declaring, as of now, to have no claims to put forward relying on the authorisation above and to irrevocably waive the right to any economic claim deriving from the dissemination and advertising of its picture and voice.

§ 13. It is forbidden for the User to bet or accept bets, directly or by means of intermediaries, or to facilitate bets of other parties by actions operational to their completion, inside the Venue.

It is also forbidden for the User to collect, disseminate, broadcast or publish, by any means, scores and statistical data related to the Matches (to commence on their start and to end on their completion) for commercial or gambling purposes.

Failure to comply with even one of the obligations contained herein may result in the withdrawal of the Access Title and the User’s expulsion from the Venue. If the Access Title is withdrawn for the above reasons, Users will not be entitled to any refund or compensation.

§ 14. For security reasons and in application of the Decree Law No. 28/2003 (concerning “*Urgent measures to fight violence at sports competitions*”), converted into law with amendments by Law No. 88/2003, as subsequently amended and supplemented, it is forbidden to introduce inside the Venue the following objects: (i) any kind of weapons, scissors,

stones, knives, sound devices, light rays emission systems (laser pointers), projectiles, cool boxes, long handled umbrellas or other bulky goods; (ii) balls, cans, glass objects - such as bottles, glasses, mugs - and any other breakable objects suitable for causing damage to its own person or to others; (iii) highly flammable substances and fireworks materials, such as fireworks, rockets, powders, aerosol dispensers and other tools intended to emit smoke or visible gas; (iv) spray cans, corrosive, soiled substances or substances that may, in any way, affect the health of other people present at the Venue; (v) alcoholic drinks, drugs, poisons or stimulant substances; (vi) advertising objects, unless previously authorised so in writing by the Organiser; (vii) propaganda materials with racist, xenophobia, Nazi, gender-based or political slogans; (viii) flagpoles or banners; however, it is accepted to hold flexible poles in synthetic material and “two poles flags”, whose size shall not exceed one meter length and the poles’ diameter shall not exceed a centimetre; (ix) stools or folding chairs.

It is also forbidden to introduce animals inside the Venue, with the exception of guide dogs for blind people.

Failure to comply with even one of the obligations contained herein may result in the withdrawal of the Access Title and the User’s expulsion from the Venue; in this case, such User will not be entitled to any refund or compensation.

§ 15. Unless previously authorised in writing by the Organiser, the User shall not introduce inside the Venue: (i) drones, professional cameras or video-cameras, and any other equipment suitable for recording or taking quality pictures so as to allow their exploitation for commercial and advertising purposes; (ii) technological equipment that allows the dissemination of the results and of the statistical data of the Matches, in real time, as well as the live or deferred broadcasting, by whatever means, of pictures or sounds of the Matches, or other events taking place inside the Venue (such as, interviews, cultural events, advertising events, etc.); (iii) gadgets or advertising materials.

Failure to comply with even one of the obligations contained herein may result in the withdrawal of the Access Title and the User’s expulsion from the Venue; in this case, such User will not be entitled to any refund or compensation.

§ 16. Within the Venue, User must strictly comply with the applicable laws on hygiene and health safety, taking all actions and measures prescribed for this purpose by the laws in force and/or by specific medical protocols adopted during the Event.

In particular, User access to the Venue is subject to compliance with the specific health regulations relating to the prevention of the dissemination of Covid-19 in force at the time of the Event and concerning the conduct of sporting events; in order to assess compliance with these provisions, the User may be subjected to checks and controls.

Failure to comply with even one of the obligations contained herein may result in the withdrawal of the Access Title and the User’s expulsion from the Venue; in this case, such User will not be entitled to any refund or compensation.

§ 17. The User shall behave correctly and in compliance with the public order and morality rules inside the Venue. By way of example, the User shall not climb any wall, fence, gate or other similar facility located within the Venue; listen to radios inside the Plant without the use of headphones; use mobile phones, computers and other electronic devices in a manner other than that so-called "silent" or "do not disturb" or "aircraft" modes when entering stands of the Courts (it being understood that their continuous use is permitted exclusively for authorised journalists and to the work staff of the Event for carrying out their duties). Failure to comply with even one of the requirements enclosed herewith may result in the withdrawal of the Access Title and the removal from the Venue; in such a case, the User will not be entitled to any refund nor indemnity.

Furthermore, the Organizer will not allow access to the Venue to the individuals who, being included in the so-called "no credential list" drawn up by the Tennis Integrity Agency (i.e. the international organization set up to combat the problem of tennis competitions whose results are illegally influenced), are forbidden to participate, for any reason, in the tennis events (including the Event) indicated in the International Tennis Anti-Corruption Program, published in full on the website of the International Tennis Integrity Agency (<https://www.itia.tennis/>).

In any case, the Organizer reserves its right to deny the access or to remove from the Venue the people that behave incorrectly or dangerously to themselves or to others.

§ 18. In addition to complying with these General Conditions, the User, inside the Venue, shall strictly adhere to the instructions given by the police bodies, the checking staff and the technical staff of the Venue. Users be subjected to checks (of their person and/or bags, wrappers or other items carried on their person) to avoid the introduction of unlawful, prohibited and/or dangerous materials inside the Venue.

Failure to comply with said requirement may result in the withdrawal of the Ticket or of the Pass and in its removal from the Venue; in this case, such User will not be entitled to any refund or compensation. In any case, the User assumes the exclusive liability for the consequences of events attributable to the same, that take place inside the Venue and that are damaging the Organizer or third parties, and it expressly indemnifies and holds the Organizer harmless from any liability or any claim made by third parties. By way of example, the User commits itself to hold the Organizer harmless against any and all damages deriving from: (i) the User's non-compliance with the obligations provided by these General Conditions; (ii) the infringement of rights and interests of third parties for which the User is liable when accessing and while staying at the Venue; (iii) the User's infringement, upon accessing and while staying at the Venue, of laws, regulations or measures issued by the public authorities.

GENERAL PROVISIONS

§ 19. Without prejudice to the foregoing paragraphs 4, 5 and 6 concerning the refund of the Ticket price, and except for intent or gross negligence, the Organizer shall not be deemed liable, for whatever reason, for the expenses and damages, direct or indirect, of whatever kind, suffered by the User in relation to the sale of Tickets, the changes of the tennis Courts and/or play time of the Matches, their not-taking place or the replacement of seats or rows of seats.

§ 20. Any personal data (such as the name, surname, date of birth, e-mail address, tax code, country of residence) provided by the User upon purchasing the Ticket shall be true, accurate, valid and complete and will be processed by the Organizer only and exclusively by the modalities and for the purposes indicated by the Privacy Policy.

§ 21. In application of Decree Law No. 28/2003 (concerning "*Urgent measures to fight violence during sports competitions*"), converted with amendments into Law No. 88/2003, as subsequently amended and supplemented, the unauthorised sale of Tickets is forbidden. In particular, pursuant to Article 1-*sexies* of the aforesaid Decree Law No. 28/2003, "*whoever, not belonging to the companies specifically assigned therefor, sells admission tickets for the places where the sports event takes place or intended for the stay, transit or transport of the people who participate or attend the same event, shall be punished by a pecuniary administrative fine ranging from 2,500 to 10,000 Euros. The sanction may be increased up to half of the maximum fine for the offender that transfers or sales the admission tickets at a raised price compared to the price practiced by the companies specifically assigned to market such tickets*". The

offender may be subject to the restrictions and prescriptions under Article 6, para. 1, 1-*bis* and 2 of Law No. 401/1989 as subsequently amended and supplemented.

§ 22. The User acknowledges that the Organiser conferred to third parties the right to promote and market services and products inside the Venue during the Event. The Organiser shall not be deemed liable against the User for any damages due the use of said products and services.

§ 23. The Organiser reserves the right to amend these General Conditions, taking care to notify such amendments by means of a specific notice. If the User qualifies as a consumer, he/she will have a period of 30 (thirty) days, starting from such notice, to exercise his/her right of withdrawal free of charge by registered letter with acknowledgement of receipt to be addressed to the Organiser, at the central ticket office of the Foro Italico Park in Rome, located at Viale delle Olimpiadi No. 61 in (00135) Rome, or by certified electronic mail to the address *legale@pec.federtennis.it* or by email to the address *legale@fitp.it*.

After 30 (thirty) days have elapsed from the notification of the amendment of these General Conditions, the User's failure to withdraw is deemed to constitute acceptance of the new general conditions.

Changes resulting from legislative acts or orders issued by the Public Authority will be effective regardless of the publication of the notice.

24. These General Terms and Conditions are subject to the application of Italian law. Any dispute arising between the User and the Organiser, concerning the purchase and the use of the Tickets, as well as the entrance and stay of the User inside the Venue, shall be exclusively settled by the Court of Rome, or by the Court of residence of the User, if the latter acts as a consumer pursuant to the Consumer Code, to the express exclusion of the other Courts possibly holding jurisdiction over such matters.