



TICKETING TERMS AND CONDITIONS

- 1 The purchase, use of the World Athletics Championships Budapest23 (“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 2023 Nonprofit Zrt. (the local organizing committee for the Event, LOC), and the venue owner (“The venue owner”). Within these Terms and conditions references to the “Authorities” means Budapest 2023 Nonprofit Zrt. and The venue owner anyone who purchases or uses Tickets (“Ticket holder”) are held to have agreed to the Terms and conditions and the Rules, including as they are issued, updated or revised by the Authorities from time to time.
- 2 The session Ticket is permission to admit entry for one person for the session printed on the Ticket, to the seat, row and section listed on the Ticket. The package Ticket is permission to admit entry for one person for each sessions that are included in the package, to the seat, row and section listed on the package Ticket. The Authorities reserve the right to withdraw such access rights. In addition to other available remedies, the Authorities have the right to cancel 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 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 four and up must have a Ticket for admissions. Children under the age of four must be accompanied at all times and should sit securely in an adult’s lap who has a Ticket, otherwise they will need a Ticket if they occupy a seat.
- 4 The different Ticket price categories, also known as price levels (insofar as such Ticket price levels can be interpreted in relation to the given session), the classification of the venue seats into better and less better price levels – which is also reflected in the admission fee – and the determination of the admission fee of the Tickets are the sole discretion of the Authorities. It is always the currently available offer being shown in the official webshop of the Event, the purchase transaction can be initiated in the light of the offer at that time, and does not constitute a basis for conclusions regarding the future offer of available Tickets and/or price levels. The face value of the Ticket, promoted in the webshop and printed on each Ticket consists of the admission fee, the booking fee as well as the service fee of the official ticketing provider, together with applicable value added taxes.
- 5 Certain Ticket types entitle only a certain group of persons to attend the Event(s) (special Tickets for juniors, seniors, families, etc., hereinafter referred as “Special Ticket types”). Entry may be refused to the Ticket holder of the Special Ticket type until the Ticket holder proves the right to use the Special Ticket.
- 6 Tickets for accessible wheelchair is available for every session solely as session Ticket for free. A Special support Ticket (priced at the lowest available price for the given session) must be purchased to accompany a single accessible Ticket. All such Tickets are on a first come first



served basis and are subject of prior registration. The guest in a wheelchair and his/her attendant must stay together all times while in the venue.

- 7 All Tickets are printed with a unique barcode that is being checked digitally at the venue. Entry to the venue is subject to this barcode being checked digitally at the gates and found to be valid. After verification, the barcode becomes immediately invalid. Any further attempts, whether reprints or copies, will be unsuccessful and therefore invalid, regardless of which version was the original. All guests who try to enter with an invalid barcode may be refused to enter the venue.
- 8 Admission is guaranteed only for Tickets purchased from the official ticketing website of the event, from the website of the official ticketing provider or via the retail network of the official ticketing provider. Tickets purchased through any third party, secondary ticketing sites, auction sites or any un-official resellers, hand to hand sales are done so at the purchaser's own risk.
- 9 When entering the venue, both the session and package Ticket lose its access right to the given session. There will be no re-entry with the same Ticket to any session if a Ticket holder leaves the venue after they have entered.
- 10 All sales are final, Tickets are non-refundable and, except as specifically allowed in the Terms and conditions or required by law, may not be cancelled. Tickets cannot be exchanged for different Ticket type, different seats in the same session or Tickets for a different session.
- 11 In order to successfully conduct the Event(s), the Authorities reserve the right to reseat the Ticket holder within the price level or into a higher price level. The Event organizer cannot be obliged to pay compensation for perceived or real damages resulting from the reseating.
- 12 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.
- 13 Tickets and certain Ticket types 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.
- 14 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.
- 15 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.



- 16 Ticket purchasers agree that their personal data be processed in accordance with the privacy policy.
- 17 All Tickets to the Event will be delivered as printable print at home electronic Tickets in pdf format (“E-Tickets”) to the electronic mailbox of the purchaser. Physical Tickets will not be issued for the Event except as otherwise allowed and communicated 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. In order to avoid violence and criminal offenses and to prevent the resale of Tickets at excessive prices, Tickets may be transferred by private reasons only and may not be offered for re-sell commercially, especially, but not limited to on auction portals, secondary ticketing sites, etc. – without the prior written approval of the Authorities. Tickets may not be transferred to people who have been excluded from attending the Event for any reasons. If the Ticket is used for the aforementioned inadmissible purposes the Authorities are entitled to block the access right of the Ticket and the Ticket shall become invalid.
- 18 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 sweepstake or as part of any hospitality or travel package), unless this has been contractually authorised by World Athletics or by a third party authorised by world athletics.
- 19 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 authorised by World Athletics or by a third party authorised by World Athletics.
- 20 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.
- 21 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 authorised 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.
- 22 It is prohibited to take into any venue where the Event takes place any of items regulated is Rules or the following items (referred to as “Prohibited items”):
 - a 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 or view of the Event interfere with television production
- b Any type of promotional or commercial item including but not limited to banners, badges, signs, symbols and leaflets; and
 - c 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);
 - d Any other material held as non-compliant, dangerous and/or not authorised by the Rules or security.
- 23 Entry may be refused as long as the person waiting to be admitted cannot present a valid Ticket or until the staff performing the access control procedure refuses entry due to the failure of the aforementioned conditions.
- 24 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 bags as specified in Rules and in the bag policy.
- 25 There is absolutely no smoking or vaping of any substances in or around the Event. Smoking and vaping only allowed in designated smoking areas outside the building (stadium).
- 26 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 state, municipal and local Authorities. This may include communicable disease screening, testing, vaccination and other safety protocols.
- 27 If the Event is cancelled Ticket holders will be entitled to a full refund on the admission fee. A refund will be given based on the original method of payment and to the original purchaser of the Tickets only. Refund will not include any per Ticket or per order service fee (including but not limited to the booking fee and the service fee), handling and/or processing charges. The refunds specified in this section are the Ticket holders 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.
- 28 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.

- 29 If the Event is postponed, the Authorities will determine, in their sole and absolute discretion, whether any Tickets will be refunded.
- 30 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 their own risk and expense that the Event may be cancelled or postponed, and the Authorities have no liability for any reimbursement of these costs, and (c) that a postponed Event may have a different schedule and order of competition Events.
- 31 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.
- 32 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 the actions of third parties and that the Authorities are not responsible for the 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 wilful 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 wilful misconduct or gross negligence.
- 33 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.
- 34 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.



- 35 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 the permanent court of arbitration (Commercial Arbitration Court Budapest) of the Hungarian Chamber of Commerce and Industry, with the arbitration court having the right to decide in its own (expedited) (supplemented by the provisions of the rules of procedure), the number of arbitrators shall be three and the Hungarian language shall be used in the proceedings. The parties exclude the possibility of a retrial under Chapter IX of Act LX of 2017 on arbitration. The substantive law applicable to the resolution of the dispute shall be Hungarian law, excluding its rules of private international law. 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 Hungarian Act LX of 2017 on arbitration
- 36 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.
- 37 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.
- 38 The applicable law for the purpose of interpretation of these Terms and conditions, or the enforcement of any rights or obligations under the Terms and conditions, are the laws of Hungary, exclusive of conflicts of laws principles.
- 39 These Terms and conditions will be governed and construed in accordance with the laws of Hungary. 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 permanent court of arbitration (Commercial Arbitration Court Budapest) of the Hungarian Chamber of Commerce and Industry, with the arbitration court having the right to decide in its own (expedited) (supplemented by the provisions of the rules of procedure), the number of arbitrators shall be three and the Hungarian language shall be used in the proceedings. The parties exclude the possibility of a retrial under Chapter IX of Act LX of 2017 on arbitration. The substantive law applicable to the resolution of the dispute shall be Hungarian law, excluding its rules of private international law. 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 The venue owner of its sovereign and governmental immunities.



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Each party waives, to the fullest extent permitted by law, any objection any such court is an inconvenient forum.

- 40 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.
- 41 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.

WORLD ATHLETICS PARTNERS



WORLD ATHLETICS MEDIA PARTNER



WORLD ATHLETICS SUPPLIERS

