

# TERMS AND CONDITIONS OF TICKET PURCHASE AND USE

Please read these Terms and Conditions of Ticket Purchase and Use (hereinafter “the Terms”) carefully. These Terms set out your rights and obligations in relation to the purchase and use of Tickets for the sessions of the Baku 2017 Islamic Solidarity Games. By ordering, purchasing, collecting, holding and/or using the Tickets, you certify that you have read, understood and accept these Terms and you agree to comply with these Terms.

## 1. Definitions

In these Terms, except where the context otherwise requires, the following words and phrases shall have the following meanings:

- 1.1 **Baku 2017** means the Azerbaijan Islamic Solidarity Games Operations Committee, a legal entity organized and existing under the laws of the Republic of Azerbaijan, having its registered office at 4 Olympia Street, Baku, AZ1072 Azerbaijan;
- 1.2 **Games** means the Fourth Islamic Solidarity Games that are to be held in May 2017 in the Republic of Azerbaijan;
- 1.3 **ISSF** means the Islamic Solidarity Sport Federation;
- 1.4 **Baku 2017 Ticket Sales web page** means the official Ticket Sales web page located at [baku2017.com/en/tickets](http://baku2017.com/en/tickets);
- 1.5 **Baku 2017 Official Ticket Sales channels** means all official sources authorized by Baku 2017 to sell Tickets to the public listed on the Baku 2017 Ticket Sales web page;
- 1.6 **ID** means an identity card for citizens of the Republic of Azerbaijan, certificate of birth for underage persons, passport for foreigners, a document indicating identity for stateless persons and/or Islamic Solidarity Games Accreditation, which proves that its holder is a particular person. IDs must be valid and a valid photo on the ID is essential (except in relation to certificates of birth);



- 1.7 **Order** means the legally binding statement of intention of the Purchaser to buy Tickets. In case of purchase through the Baku 2017 Ticket Sales web page, information about your Tickets is placed in the Purchaser's personal online account;
- 1.8 **Purchaser** means an individual who has purchased one or more Tickets;
- 1.9 **Ticket Purchase Confirmation** means a document provided by Baku 2017 to the Purchaser through their personal online account and/or by e-mail confirming the details of all purchased Tickets (including the price paid) and the unique transaction reference number;
- 1.10 **Session** means a sporting event and/or the Opening Ceremony and/or Closing Ceremony which Tickets are required by Baku 2017 to gain entry;
- 1.11 **Ticket** means a document which allows the Ticket Holder the right to attend a specific Session at a specific Venue on the date stated on the Ticket;
- 1.12 **Ticket Holder** means a person who is in actual and legitimate possession of a Ticket;
- 1.13 **Venue** or **Games Venue** means those locations where a Session is to be held.

## 2. General Clauses

- 2.1 All Tickets are issued and sold subject to these Terms.
- 2.2 All Ticket Holders shall be responsible for complying with these Terms.
- 2.3 If a Ticket Holder is under 18 years of age, their parents and/or guardians are responsible for their actions, conduct, and compliance with these Terms.

## 3. Ordering a Ticket

- 3.1 Tickets can be purchased from the Baku 2017 Official Ticket Sales channels.
- 3.2 The purchase of Tickets through the Baku 2017 Ticket Sales web page requires the registration of a personal online account.
- 3.3 If a Purchaser needs a Ticket for a seat within an area for individuals with disabilities, they should inform Baku 2017 using the contact information detailed on the Baku 2017 Ticket Sales web page. Baku 2017 will provide such Ticket as near to the seat of their companion as possible (always subject to availability and disability category). Baku 2017 reserves the right to ask a Purchaser to provide documentary confirmation of disability.



- 3.4 Baku 2017 may, at its sole discretion cancel an Order from anyone whom it believes plans to offer or has offered a Ticket for resale in violation of these Terms.
- 3.5 A Purchaser is entirely responsible for the successful submission of a Ticket Order to Baku 2017 by any deadline set by Baku 2017. Baku 2017 will not be liable for any failed submissions of a Ticket Order.
- 3.6 There may be limits on the number of Tickets a Purchaser can apply for. If the number of Tickets requested by a Purchaser exceeds the permitted limit, Baku 2017 reserves the right to nullify such Order.
- 3.7 The competition schedule of the Sessions is subject to change at any time and the most up to date version can be found at the Baku 2017 Official Website.

#### **4. Price, Payment & Confirmation of Tickets**

- 4.1 Ticket prices shall be detailed on the Baku 2017 Ticket Sales web page and shall be payable in Azerbaijani Manats. The Ticket price that shall be charged by Baku 2017 will be that which is current at the date of a Ticket purchase. Any and all charges arising as a result of payment or attempted payment in another currency, for example credit card fees or currency exchange charges are the responsibility of the Purchaser. All Tickets purchased for persons under the age of 16 must be purchased with a minimum of 1 adult Ticket (persons over the age of 18). Ticket prices are inclusive of any applicable tax.
- 4.2 The Purchaser shall pay for the Order in full at the time of making the purchase. Otherwise, the Order may be cancelled by Baku 2017.
- 4.3 Once you have paid it is not possible to change, cancel, return or resell your tickets (besides the cases mentioned in these Terms).
- 4.4 Payments can be made using a valid Payment card (debit or credit card) on the Baku 2017 Ticket Sales web page or by a valid payment card (debit or credit card) or cash at other Baku 2017 Official Ticket Sales channels. Payment card details will not be transferred to third parties except if required by law. In order to process the payment for the Order, the nominated payment card must belong to the Purchaser, must be registered in the name of the Purchaser and must be signed by the Purchaser if the card is not personalized. Baku 2017 reserves the absolute right to refuse any Order, which fails to comply with this condition 4.4.



- 4.5 The Purchaser is solely responsible for ensuring that sufficient funds are available to allow payment to be taken from the specified payment card at the time the payment is processed by Baku 2017. Payment must be made in full at the time of purchase. If payment cannot be processed, Baku 2017 will endeavor to inform the Purchaser about this fact. Baku 2017 reserves the right to refuse any Order, if payment cannot be processed.
- 4.6 Where an Order is successfully made and paid for via the Baku 2017 Ticket Sales web page, Purchasers will receive a Ticket Purchase Confirmation.
- 4.7 The Ticket Purchase Confirmation shall NOT serve as the basis for getting a visa to enter the Republic of Azerbaijan for those Ticket Purchasers living outside of the Republic of Azerbaijan. All ticket holders requiring visas to enter the country will need to ensure their visa requirements are met before purchasing tickets. The Purchaser acknowledges and accepts that the grant of a visa to enter Azerbaijan is subject to the relevant legislation of the Republic of Azerbaijan and the discretionary rights and powers of the Republic of Azerbaijan and for this reason, the Ticket Purchase Confirmation does not guarantee issuance of a visa and Baku 2017 or other relevant entities/authorities shall not in any case be liable for the non-issuance of a visa or prohibition of entering into the territory of the Republic of Azerbaijan.

For the purposes of information, ticket holders wishing to avail the e-visa may apply via the links provided on the website stated herein <https://evisa.com.az/en> complying with the electronic visa requirements and timeframes.

## **5. Ticket Collection**

- 5.1 Tickets purchased through the Baku 2017 Ticket Sales web page can be collected from the Ticket collection points on such dates and times all as detailed on the Baku 2017 Ticket Sales web page.
- 5.2 Only the Purchaser or a person authorized by them (acting either under the Ticket Collection Authorization Form, which can be downloaded from the Baku 2017 Ticket Sales web page or under a valid Power of Attorney. For the avoidance of doubts, the Ticket Collection Authorization Form shall be submitted by hand by the authorized person (appointed ticket collector) when collecting the Ticket(s)) can collect the Tickets by



providing valid ID, a medical certificate (where relevant), valid ID for all Ticket Holders under the age of 16 years and a copy of the Ticket Purchase Confirmation.

- 5.3 Following collection of Tickets, the Purchaser is solely responsible for safeguarding all Tickets. Removing any part of, altering or defacing a Ticket may result in entry to a Venue being refused.

## **6. Tickets**

- 6.1 Each Ticket Holder must have a Ticket for the Session, a valid ID and medical certificate (where relevant) to attend the Session.
- 6.2 Ticket Holders should allow sufficient time to travel to and arrive by the start of a Session. Ticket Holders should note that various security procedures will apply on entry to Games Venues and completing these procedures will take a degree of time. Ticket Holders arriving after the commencement of a Session may be required to wait for an appropriate break in a Session before being granted access to his or her seat.
- 6.3 Ticket Holders under the age of sixteen (16) can only attend a Session when accompanied by an adult companion Ticket Holder (over the age of eighteen (18)) in possession of a Ticket and a valid ID unless otherwise authorized in writing by Baku 2017.

Specifically:

- Children under the age of two (2) (born after or on 22.05.2015) – do not need a Ticket or ID when accompanied by an adult companion Ticket Holder (over the age of eighteen (18)) in possession of a Ticket and valid ID. Children will have to be kept on an adult's lap without occupying a seat. The limit is one child per adult.
  - Children aged from two (2) years old to sixteen (16) years (born before or on 09.05.2015 and after or on 22.05.2001) require a valid Ticket and to be accompanied by an adult (over the age of eighteen (18)) in possession of a valid Ticket and an ID unless otherwise authorized by Baku 2017 in writing;
- 6.4 If a Ticket Holder leaves a Venue for any reason, the same Ticket may not be used to re-enter a Venue. There will be no pass-outs or re-admissions of any kind. If a Ticket Holder leaves a Venue for any reason other than an emergency evacuation or medical purposes, Baku 2017 may void their Ticket and resell the unoccupied seat or space to another Purchaser.



6.5 Ticket Holders must retain their valid Tickets and ID at all times while attending the Session. A Ticket and valid ID must be produced for inspection upon request by any official, Baku 2017, the ISSF or any third parties, appointed by them. Failure to do so may result in the individual being asked to leave a Venue.

## **7. Transfer, resale and use of Tickets**

7.1 Tickets shall not be purchased or obtained from or through any person other than directly from a Baku 2017 Official Ticket Sales channel. Tickets purchased or obtained from or through persons other than Baku 2017 Official Ticket Sales channels in accordance with these Terms shall be void and may be seized and/or cancelled without refund or entry to a session.

7.2 Tickets, used for advertising, promotion, fundraising or marketing purposes without the prior written authorization of Baku 2017, the ISSF or any third parties, appointed by them or for other financial/ non-financial purposes by any means not directly foreseen by these Terms and the legislation of the Azerbaijan Republic (except for gift) shall be void and may be seized or cancelled without refund or entry to a Session.

7.3 Tickets may only be used by the Purchaser and a family member, friend or colleague who is known to the Purchaser personally and who is intended to accompany the Purchaser to a Session. The transfer of a Ticket in this manner shall not contravene conditions 7.1., 7.2., and 7.3 provided that:

7.3.1 Such a transfer takes place without payment or benefit in excess of the face value of the Ticket.

7.3.2 Such a transfer is subject to these Terms.

7.4 Any Ticket obtained in breach of these Terms shall be void and all rights conferred or authorized by such Ticket shall be nullified.

## **8. Postponements, delay, cancellation**

8.1 Ticket Holders acknowledge that Sessions may be delayed postponed or cancelled. Baku 2017 will use reasonable efforts to communicate such rescheduling to Ticket Holders. As soon as possible after Baku 2017 becomes aware of a Session postponement, delay or cancellation all available information will be posted on the Baku 2017 Ticket sales web page. It is the responsibility of Ticket Holders to determine (to inform themselves) whether



a Session has been delayed, postponed, or cancelled and to confirm any new dates and times.

- 8.2 If a Session is postponed or rescheduled, the Tickets for such Session shall be valid at the postponed/ rescheduled Session.
- 8.3 If a Session is postponed or rescheduled, the Ticket Holders may apply for a refund up to the start of the postponed or rescheduled session.
- 8.4 If a Session is cancelled, the Ticket Holders may apply to Baku 2017 for a refund in accordance with the Refund Procedure as detailed in condition 9 below.

## **9. Refund procedure**

- 9.1 Refunds shall be made in accordance with the Baku 2017 Refund Procedure, which can be found on the Baku 2017 Ticket Sales web page.
- 9.2 If entitled to a refund, the Ticket Holder must provide Baku 2017 with all unused original Tickets for the Session.
- 9.3 If the Tickets being returned were purchased at the Ticket Website and paid for with a payment (credit/debit) card, the money shall be refunded using a cashless payment by means of a transfer of funds onto the Purchaser's payment (credit/debit) card which was used to pay for the Tickets.
- 9.4 If the Tickets were purchased at the City Ticket Outlets or Venue Ticket Box Offices using cash payment, the money shall be refunded in cash.
- 9.5 If the Tickets were purchased at the City Ticket Outlets or Venue Ticket Box Offices using a payment (credit/debit) card, the money shall be refunded in cash.
- 9.6 For Tickets acquired from the National Olympic Committees or Official Partners & Supporters of Baku 2017, the Ticket Holder must clarify the procedure for obtaining refunds with the entity from which the Tickets were received.

## **10. Security Check**

- 10.1 All Ticket Holders are obliged to pass through a security check to access the Venues.
- 10.2 A Ticket Holder who refuses to pass a security check or refuses to comply with the Venue conduct rules will be required to leave the Venue immediately without a refund to the Ticket Holder or Purchaser.



10.3 Baku 2017 or relevant authorities may conduct security searches at any time to ensure safety in a Venue and/or at a Session.

10.4 In all events, Baku 2017 and/or Games Venue owners and operators reserve the right to refuse entry to any person to any Games Venue, and to remove any person from a Games Venue, where in its reasonable opinion it believes that person may cause a risk to the safety or security of the Session or the enjoyment of the Session by others.

## **11. Venue conduct rules**

11.1 Each Games Venue is subject to venue conduct rules, which apply to all Ticket Holders attending the Games Venue. Each Ticket Holder undertakes as part of these Terms to abide by the venue conduct rules at all times. Each Ticket Holder acknowledges that the venue conduct rules may change over time, and that the venue conduct rules which apply to a particular Games Venue it is attending, shall be those which are in force at the time at which it attends that Games Venue. All Ticket Holders should check the venue conduct rules prior to making a journey to a Session, to ascertain the detailed restrictions relating to the Games Venue. These can be found on the Baku 2017 Official Website.

## **12. Personal Property**

12.1 There is no storage available at the Venues for Ticket Holder`s personal property, except for strollers.

12.2 Except where foreseen by the legislation of the Republic of Azerbaijan, Baku 2017 or any other person involved in the organization of the Games accepts no responsibility for any loss, theft or damage of a Ticket Holder`s personal property.

## **13. Prohibited items**

13.1 Ticket Holders are prohibited from transporting into a Venue any firearm, ammunition, dangerous weapon or objects, explosive, chemicals or incendiary device.

13.2 The following is a list of prohibited items, which may not be taken into a Venue. Baku 2017 reserves the right to amend this list at any time or with respect to any Venue or Session:

- a) Explosive or other substances/objects having inside explosive ingredients:
  - Gun-powder in all packages/bundles;
  - Shell casings (also small caliber);





- Casings for gas guns;
  - Capsules used for hunting;
  - Pyrotechnical resources (flares, smoke emitting devices);
  - Sparklers, fireworks, detonators;
  - TNT, dynamite, ammonia and plastic explosives;
  - Detonator capsules, electrical detonators, electrical flammables, detonating cord.
- b) Guns and ammunition:
- Firearms/fire-guns;
  - Signal guns;
  - Pneumatic guns;
  - All types of ammunition;
  - Electroshock equipment;
  - All main parts of fire guns;
  - All objects, which can be used as guns.
- c) Gases - compressed and non-compressed.
- d) Flammable liquids and solids.
- e) Oxidizing substances and organic peroxide substances.
- f) Toxic substances radioactive substances other corrosion substances.
- g) Poisonous and toxic substances.
- h) Also other dangerous substances and packages, which can be used for attack or could cause problems during the Games.
- i) Medicines/Drugs and other medical substances in excess of the permitted quality and volume (all guests/visitors can take one package of up to three types of medicines in all forms inclusive aerosols, capsules, injections and etc. in fabric manufactures package/bundle). Volume of all medicines should not exceed 100 ml.
- j) Drugs and Psychotropic drugs.
- k) Knives, cutting tools and other objects or edged weapons.
- l) Liquids in volumes in exceed of 100 ml.
- m) Glass containers and bottles.
- n) All other objects, which could be interpreted as prohibited and dangerous items.

### 13.3 List of other items prohibited by Baku 2017:



- a) Bicycles, skateboards, scooters.
  - b) Large photographic and/or broadcast equipment over 30cm in length including Tripod or monopods.
  - c) Any device with a laser beam / laser pointers.
  - d) Unlicensed Wireless Devices such as transmitters and radios.
  - e) Large bags or bags that have a rigid frame and will not fit under the seat on the viewing platform.
  - f) Animals (except service animals).
  - g) Large umbrellas.
  - h) Devices producing excessive noise and capable of interfering with viewing and competition (vuvuzela, drum, whistle, horn/ whistle, horns) in all Venues.
  - i) Rigid poles, (including fishing poles) used to hold flags.
  - j) Large food containers, ice buckets.
  - k) Signage, clothing and banners containing religious, political, provocative or obscene content.
  - l) Food products not for personnel consumption.
  - m) Alcohol and non-alcoholic drinks.
  - n) Articles which Ticket Holders intend to, or Baku 2017 considers a Ticket Holder to distribute, sell, offer expose for sale or display for marketing, promotional or commercial purposes or for gain.
  - o) Any flags or banners larger than 1 meter x 2 meters, or flags associated with (i) countries not participating in the Games or (ii) causes, affiliations or organisations.
- Baku 2017 reserves the right to amend this list of prohibited items at any time or in respect to any Venue or Session and will be as set out in the Venue conduct rules on the Baku 2017 Official Website.
- 13.4 No objects that may cause damage to spectators (and/ or other persons) and/or property, or cause disturbance to the regular and orderly execution of a Session (as determined by Baku 2017 in its sole discretion), may be brought into a Venue.
- 13.5 Ticket Holder acknowledges that if it arrives at a Games Venue with a prohibited item it will not be entitled to enter the Games Venue with that item.
- 13.6 Any Ticket Holder found to be in possession of a prohibited item(s) shall have the item(s) seized and removed from a Venue. Ticket Holders in possession of prohibited item(s) by



the legislation of the Republic of Azerbaijan (weapons, drugs or explosives, etc.) are subject to arrest and/or prosecution by the relevant authorities.

#### **14. Prohibited activities/behavior**

- 14.1 Ticket Holders shall comply with the legislation of the Republic of Azerbaijan and respect public order. Ticket Holders shall behave respectfully towards other spectators and participants of the Session, attendants, and persons responsible for security and safety of the Session. Ticket Holders shall refrain from any action that is a danger to others and take care of the Venue property, as well as, other Ticket Holder's property. Any behavior by a Ticket Holder that, in Baku 2017's opinion, creates a dangerous situation, puts an individual's personal security at risk, is against public order, interferes in any way with the orderly execution of a Session or disrupts the enjoyment of a Session is forbidden and may result in a refusal of admission to or removal from the Venue without a refund.
- 14.2 No commercial, promotional, advertising or marketing (including charitable) activity may be undertaken at any Games Venue or in the vicinity of any Games Venue. If a Ticket Holder conducts any such activities, Baku 2017 may prevent the Ticket Holder from entering the Games Venue, or require the Ticket Holder to obscure any article used in connection with such activities or require Ticket Holders to leave the Venue without refund.
- 14.3 Ticket Holders are prohibited from entering a Session or Venue being intoxicated under the influence of alcohol or drugs.
- 14.4 The following is an illustrative list of prohibited and restricted behavior within any Venue:
- A. Failure to comply with the access control system for the Games Venues, including:
- Improperly crossing the security perimeter;
  - Attempts to access restricted areas without relevant permission.
- B. Breach of public order, including:
- Any action (including with banners, chants, shouts, gestures) aimed at inciting social, racial, sexual, religious, national and interstate hatred or supremacy;
  - Smoking outside of designated and marked areas;
  - Failure to comply with traffic rules and requirements of the traffic controllers;
  - Attempting to scale fences, railings, lighting devices, masts, supporting structures;
  - Misusing, tampering with, removing, damaging or defacing any property in a Venue;



- Organizing and / or participating in unauthorized demonstrations and promotions;
  - Unauthorized distribution of leaflets, booklets and publications, promotional materials and clothing;
  - Being in the Venues with animals (other than service animals for Ticket Holders with a disability) is not allowed under these Terms;
  - Cycling;
  - Any criminal activity, including fraud or theft; and
  - Being in the Venue in stained clothes, carrying dirty and foul-smelling objects.
- C. Obstructing the viewing and / or the disrupting the normal course of a Session, including:
- Unauthorized removal, relocation and/or vandalism of the signage at the Venues;
  - Demonstration:
    - any signs and/or banners without Baku 2017's written consent (except banners, not larger than 1 meter x 2 meters, whose content should be aimed at supporting the competing athletes and should not contain offensive, obscene, provocative texts, words, symbols and images);
    - any flags except country specific flags that are participating in the Games;
  - Banners and posters, if they contain trademarks or other type of advertising signs, information, or promotion without prior written approval of the Baku 2017;
  - any flags or banners larger than 1 meter x 2 meters;
  - Unauthorized attachment of permitted flags and banners onto the surfaces of buildings and/or structures in the Venues;
  - Public nuisance by nudity while in Venues;
  - Throwing objects in Venues, in particular into the stands, the field of play and the space around it or at the spectators, athletes, coaches, referees, sports facilities, law enforcement officers and other officials;
  - The use of devices or instruments that produce noise that can interfere with viewing and competition (vuvuzela, drum, whistle, horn / whistle, horn);
  - Starting or attempting to start a fire;
  - Conducting entertainment without a license and authorization from Baku 2017;
  - Unauthorized presence in the aisles and on the stairs of sports facilities, as well as, obstructing the movement of participants and spectators.



- D. Unauthorized use of objects and devices, including:
- Broadcasting and recording by transmitting devices (including mobile phones or such) using illuminating equipment;
  - Inside the indoor Venues - flash photography and the use of other lighting devices;
  - Use of laser devices;
  - Use of sports equipment;
  - Use of unauthorized or unmarked electronic and high-frequency devices.
- E. Unauthorized commercial activity including
- Posting, sticking, or placing or attempting to post, stick or place, any poster, placard, bill. Banner, print, paper or any advertising material on any building, seat structure, fence, tree or cordon within a Games Venue;
  - Distribution, display or other use of any advertising or promotion material, matter or thing (including printed or electronic matter or samples);
  - Sale of goods by unauthorised persons;
  - Sale of counterfeit goods;
  - Resale of Tickets;
  - Requests for donations in cash or in-kind not authorized by Baku 2017 (e.g., musicians or singers at the entrance, charity collections).
- 14.5 Ticket Holders who do not comply with these Terms and the venue conduct rules may be removed from the Venue, or not admitted into the Venue/Session, without refund. Ticket Holders' illegal actions may be prosecuted in accordance with the legislation of the Republic of Azerbaijan.

## **15. Recording and photography**

- 15.1 Images, videos and audio recordings taken or made by a Ticket Holder in Games Venues may not be used for any purpose other than for personal, archival and non-commercial purposes. Subject to the preceding statement, images, videos and sound recordings broadcasted or published on social media or the internet are the subject of applicable intellectual property rights (IPR) and Baku2017 Operations Committee (AISGOC) reserves the right to claim IPR on them. Images, video and audio recordings can be made only with the use of personal handheld cameras and smartphones. .



- 15.2 Baku 2017 shall have a right to copy, make available and use any images, videos or audio recordings that a Ticket Holder creates as Baku 2017 sees fit, without having to make any payment to the Ticket Holder or acknowledge that the Ticket Holder created that material.
- 15.3 By attending a Session, a Ticket Holder consents to the broadcast, photographing and recording of the Ticket Holder, Ticket Holder's image, likeness and voice, by Baku 2017 and persons authorized by Baku 2017 (and all subsequent broadcast and other transmission or distribution of such recording) by whatever means either currently known or subsequently developed. Ticket Holder acknowledges that it shall have no right in or to such broadcast, photograph or recording, or any right to be remunerated for such broadcast, photograph or recording (or use of such broadcast, photograph or recording), nor any right to object to, or to be identified in relation to, such broadcast, photograph or recording or use of such broadcast, photograph or recording, howsoever made.

## **16. Personal data**

- 16.1 The Purchaser gives its consent and agrees that personal data provided by the Purchaser to Baku 2017 will be collected, used, processed, stored by Baku 2017 and transferred to Baku 2017 subcontractors and related entities, in accordance with the legislation of the Republic of Azerbaijan for the purposes of enabling the placement and processing of Orders and the issuance of Tickets and/or contacting the Purchaser to inform the Purchaser about any other multi-sport events to be held in Baku in future until their archiving or destruction in accordance with the legislation of the Republic of Azerbaijan.

## **17. Liability**

- 17.1 If a Ticket Holder breaches these Terms then Baku 2017 shall have the following rights: – to invalidate the Ticket; – to remove it from the Session which it is attending; – to invalidate any other Tickets it has purchased or holds; – to refuse its entry to any Session forming part of the Games; and/or – to claim damages from it in respect of its breach of these Terms.
- 17.2 If a Ticket Holder breaches these Terms, Baku 2017 may also pass information concerning it to persons responsible for the enforcement of the law, and/or who have an interest in the proper management of the Games. They may use this information to take action against a Ticket Holder in relation to its breach.



- 17.3 If a Ticket Holder causes Baku 2017 to incur loss, damage, costs or expense due to its breach of these Terms or otherwise, then it shall be liable to Baku 2017 for this.
- 17.4 If a Ticket Holder causes any other person to incur loss, damage, costs or expense due to its breach of these Terms or otherwise, then it shall be liable to that other person for this.
- 17.5 Baku 2017 shall not be liable for any loss, damage, costs or expense, which is not caused directly by Baku 2017. This includes any injury arising from any item leaving the field of play and striking a Ticket Holder.
- 17.6 Each Ticket Holder shall be solely responsible for ensuring the safety and security of any items it brings to a Games Venue. Baku 2017 shall not be liable to the Ticket Holder if any such item is lost or stolen.
- 17.7 Ticket Holders acknowledge and accept the risks inherent in attending a Session. A Ticket Holder is responsible for its own safety and for the safety of any accompanying children under the age of eighteen (18).
- 17.8 Personal arrangements including travel, accommodation or hospitality relating to attendance at a Session by a Ticket Holder are at the Ticket Holder's own risk.
- 17.9 Baku 2017, and any person, involved in the organisation of the Games, shall not be liable for any failure to perform any obligation under these Terms in circumstances where such failure is beyond the reasonable control of Baku 2017 and was not reasonably foreseeable at the date of purchase of Tickets.
- 17.10 Except, as provided by the legislation of the Republic of Azerbaijan, neither Baku 2017 nor any other person/entity, involved in the organisation of the Games, shall have any further liability to a Ticket Holder beyond the refund of the face value of the Ticket.
- 17.11 Baku 2017, and any person/entity, involved in the organisation of the Games, shall not be liable to a Ticket Holder for cases where the Ticket Holder may not access the Sessions (or the territory of Azerbaijan) for reasons not related to Games ticketing operations, such as but not limited to lost or damaged Tickets, visas being denied, or any similar reason. Baku 2017 and any other person/entity, involved in the organization of the Games shall not be liable for or compensate purchasers for lost, stolen, forgotten or damaged Tickets or denied visas.

## **18. General**

- 18.1 Any information requests relating to Tickets should be addressed to Baku 2017.



18.2 If Baku 2017 delays or fails to enforce any rights it shall not mean that Baku 2017 has waived its right to do so at any subsequent time.

18.3 Baku 2017 reserves the right to amend these Terms at any time and such amendment is effective from the date it is posted on Baku 2017 Ticket Sales web page.

18.4 If any part of these Terms is deemed by a court to be unenforceable, the remainder of the Terms shall not be affected.

18.5 These Terms have been drafted in Azerbaijani and English. In the event of any discrepancy between the original and translated versions of these Terms, the English version prevails.

These Terms shall be construed in accordance with and governed by the legislation of the Republic of Azerbaijan and the courts of Azerbaijan shall have exclusive jurisdiction in relation to any matter concerning these Terms.

