

General Terms and Conditions – Events

I. Scope

- These terms and conditions apply to contracts concerning the rental of conference, banquet and event rooms of FIFA Museum AG (hereinafter "the Museum") for the hosting of events such as banquets, seminars, meetings, etc. and for all other additional services rendered in connection therewith of the FIFA World Football Museum (hereinafter "the Museum").
- Any subletting or reletting of the rooms and space rented or invitations to interviews, sales or other events require the Museum's prior written approval.
- The customer's terms and conditions shall only apply if they have been expressly agreed in advance and in writing.

II. Conclusion of contract, contractual parties, liability and time-barring

- The contract shall come into force upon the customer's acceptance of the Museum's proposal; the customer and Museum are contractual parties.
- If the customer/purchaser is not the organiser or if the organiser appoints a commercial agent or other organiser to act as the customer/purchaser, the customer/purchaser and organiser shall be jointly and severally responsible for fulfilling all obligations arising from the contract.
- The Museum shall be responsible for fulfilling its obligations arising from the contract. To the extent permitted by law, customer claims for compensation are excluded, with the exception of claims for compensation resulting from death, bodily injury or sickness, if the Museum is responsible for a breach of duty, and other claims resulting from the Museum's deliberate or grossly negligent breach of duty. Should disruptions or defects occur to the services provided by the Museum, the Museum shall endeavour to rectify such disruptions or defects upon becoming aware of them or upon an immediate complaint by the customer. The customer is obliged to provide reasonable assistance to rectify the disruption and to minimise the damage arising therefrom. The customer is also obliged to inform the Museum in good time of any exceptionally high level of damage.
- In general, all claims against the Museum shall become time-barred six months after the event has finished, unless a longer period applies as a consequence of mandatory legal provisions.

III. Services, prices, payment, offsetting

- The Museum is obliged to provide the services that have been ordered by the customer and promised by the Museum.
- The customer is obliged to pay the Museum's agreed or usual prices for these and other services used. This also applies to the Museum's services and charges initiated by the customer and provided by third parties, particularly in relation to claims asserted by copyright collection companies.
- The agreed prices are in Swiss francs and include the relevant statutory value added tax.
- Once the event has been definitively booked or the contract definitively concluded, the customer shall make an advance payment of 50% of the invoice total two weeks before the start of the event at the latest. Should the customer receive payment and cancellation conditions that differ to those in the contract, such conditions shall apply.
- A subsequent invoice will only be sent if payment conditions have been agreed separately in writing beforehand. Invoices are payable immediately on receipt. The Museum is entitled to declare accrued accounts receivable to be payable at any time and to demand immediate payment. In the event of a delay in payment, the Museum is entitled to charge interest of 5% p.a. Complaints about invoices must be made within the payment deadline.
- The customer may only offset or reduce a claim of the Museum with a claim that the Museum has acknowledged in writing or that has been awarded to the customer in a legally binding manner.

IV. Withdrawal of the customer (i.e. cancellation, rescission) and non-use of the Museum's services

- The customer may only withdraw from the contract with the Museum without charge if the Museum provides its written agreement to the withdrawal. Should such agreement not be provided, the room rental agreed in the contract and services provided by third parties shall be payable even if the customer does not make use of the contractually agreed services and reletting is no longer possible. This does not apply with regard to fundamental breaches of contract by the Museum, as a result of which the customer can no longer be expected to comply with the contract.
- Provided the Museum and customer have agreed in writing a deadline to withdraw from the contract without charge, the customer may withdraw from the contract up to that date without incurring payment or compensation claims from the Museum. The customer shall not be entitled to withdraw if it does not exercise its right to inform the Museum in writing before the agreed deadline, unless section IV paragraph 1 sentence 3 above applies.
- If the customer withdraws from the event contract, the Museum shall be entitled to make the following charges:
Cancellation up to 30 days before the event begins – possibility of no charge
Cancellation from 29 to 8 days before the event begins – 50% of the total amount agreed
Cancellation from 7 to 0 days before the event begins – 100% of the total amount agreed
The Museum is also entitled to charge for any rental of rooms that is not contained in the flat rate for the rooms and for services provided to third parties.
- Food sales will be calculated in accordance with the following formula: agreed menu price x number of participants.
- The deduction of saved expenditure is covered by paragraphs 3 to 5 above. The customer is at liberty to provide evidence to the effect that the above claim either did not apply or that it did not apply for the amount demanded.

V. Withdrawal of the Museum

- If it has been agreed in writing that the customer may withdraw from the contract without charge by a certain date, the Museum, for its part, is entitled during this period to withdraw from the contract if it receives enquiries from other customers for the contractually agreed rooms and the customer does not waive his right to withdrawal upon enquiry by the Museum.
- If an agreed or required advance payment in accordance with section III paragraph 4 above is not paid, the Museum is entitled to withdraw from the contract. In such a case, the customer shall pay the same charges as those stipulated above under section IV for the withdrawal of the customer.
- The Museum is also entitled to withdraw from the contract for factually justified reasons, for example if:
 - force majeure or other circumstances that cannot be attributed to the Museum render fulfilment of the contract impossible;
 - events are booked by giving misleading or incorrect information relating to important facts, e.g. about the customer or purpose; in such cases, the customer shall make the same payments to the Museum as those provided for under section IV above for withdrawal by the customer;

- the Museum has justified grounds for assuming that the event may jeopardise the smooth running, the safety or the public image of the Museum for reasons that cannot be attributed to the authority or organisational sphere of the Museum; in such cases, the customer shall make the same payments to the Museum as those provided for under section IV above for withdrawal by the customer;
 - there has been a violation of section I paragraph 2 above. In such a case, the customer shall pay the same charges as those stipulated above under section IV for the withdrawal of the customer.
- Should the Museum justifiably withdraw from the contract, the customer shall have no right to compensation.

VI. Changes to the number of participants or time of the event

- The organiser shall inform the Museum of the final number of participants (hereinafter "the guaranteed number") 5 days before the event at the latest. This guaranteed number shall form the basis of calculation: if more participants attend the event than the final number provided, the amount invoiced shall be based on the (higher) actual number of participants. If fewer participants attend the event than the final number provided, the amount invoiced shall be based on the (higher) final number of participants.

If there is a significant difference between the numbers of participants, the Museum shall be entitled to set new rates and prices per person and provide other locations for the organiser.
- In the case of an upward deviation, the calculation shall be based on the actual number of participants.
- If the deviations to the number of participants exceed 10%, the Museum is entitled to reset the agreed prices and change the confirmed rooms, unless this is unacceptable to the customer.
- If the agreed start or finish times of the event change and the Museum agrees to the new times, the Museum may make a reasonable charge for the additional service provided, unless the Museum is at fault.

VII. Own food and drink

In principle, the customer is not permitted to bring any food or drink to the event, unless the Museum agrees otherwise in writing. In such cases, a charge will be made to cover the overhead costs.

VIII. Technical equipment and connections

- If the Museum procures technical and other equipment from third parties for the customer at its request, it deals in the name of, with the authority of, and on behalf of, the customer. The customer is liable for handling the equipment with care and for its proper return. It absolves the Museum from all claims by third parties for relinquishment of this equipment.
- The use of the customer's own electrical equipment that uses the Museum's electricity network requires the Museum's prior written consent. Disruptions or damage to the Museum's technical equipment caused by the use of this equipment will be at the cost of the customer, provided the Museum was not responsible for such disruption or damage. The Museum may include and charge at a flat rate the power costs that arise through the use of such equipment.
- With the Museum's consent, the customer is entitled to use its own telephone, fax and data communications equipment. The Museum can charge a connection fee for this.
- If the Museum's equipment remains unused because the customer used its own equipment, the Museum may charge for lost revenue.
- Disruptions to the technical or other equipment provided by the Museum will be rectified as soon as possible. Payments cannot be withheld or reduced if the Museum was not responsible for these disruptions.

IX. Loss of or damage to own property

- Exhibition and other items belonging to the customer, including personal belongings, are brought to the event rooms and Museum at the customer's own risk. The Museum shall not be liable for loss, destruction or damage, including financial damage, except in the event of gross negligence or intent on the part of the Museum, with the exception of claims for compensation resulting from death, bodily injury or sickness.
- Any decorative materials brought onto the premises must comply with fire safety requirements. The Museum is entitled to demand an official certificate for this. If the customer does not comply with this request, the Museum is entitled to remove the decorative materials at the cost of the customer. Because of possible damage, it is only permissible to install and attach items with the Museum's prior consent.
- All exhibition and other objects brought to the event are to be removed immediately after the event finishes. If the customer fails to do this, the Museum is entitled to remove and store the objects at the cost of the customer. If objects remain in the event room, the Museum can make an appropriate charge in compensation for use for the duration of their stay. The customer is at liberty to provide evidence to the effect that the above claim either did not apply or that it did not apply for the amount demanded.

X. Customer's liability for damage

- The customer is liable for all damage to the building or its contents that is caused by event participants or visitors, employees or other third parties working in the customer's domain or by the customer itself.
- The Museum can demand appropriate securities (e.g. insurance, deposits, guarantees, etc.) from the customer.

XI. Confidentiality

The content of the contract shall be kept secret and must not be passed on to third parties. The contracting parties also extend this duty of confidentiality to their employees and assistants.

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XII. Sponsors/media/publications

1. Unless otherwise expressly agreed, sponsorship appearances of any kind are forbidden.
2. The customer is not permitted to use any sponsor materials. If it is the customer's intention to use such materials, the Museum's prior approval must be sought. The Museum may grant approval at its sole discretion and it is not obliged to give its reasons for rejection.
3. No media shall be invited, nor will access be granted to the Museum's premises.
4. The customer shall inform the Museum in advance of all donation activities, and particularly of the organisations that will receive the donations. The Museum may reject the organisations proposed by the customer without providing any reason.

XIII. Final provisions

1. Amendments and additions to the contract, the proposal acceptance or these terms and conditions for events must be made in writing. Amendments and additions made by one party only are invalid.
2. The contracting parties expressly declare that they do not wish to enter into a simple partnership with this contract.
3. The conclusion of this contract does not entitle either of the parties to conclude further contracts.
4. If the Museum does not exercise individual rights under this contract, this may not be interpreted as a waiver on the part of the Museum with respect to these or other rights.
5. The place of fulfilment and payment is the registered office of the Museum.
6. This contract is subject to Swiss law.
7. The parties hereby agree that the exclusive place of jurisdiction is Zurich (Switzerland).
8. The customer is aware of and applies the safety regulations. We hold professional and private individuals on our premises to be fully responsible for complying with all legal regulations pertaining to environmental protection, fire safety, occupational safety and health.