



## 2010 FIBA World Championship, Turkey

28 August – 12 September 2010

### Corporate Hospitality - Public Booking Form

#### Contact Details

Client .....

Address .....

Booking Contact ..... Postcode .....

..... Telephone .....

Host Name ..... Email .....

#### Hospitality Details

Package	Package Price (per guest ex. VAT)	No. of Packages	Total Price (ex VAT)
Abdi Ipekci Arena – 5 Day Package	€ 3,000		
Ankara Arena – 5 Day Package	€ 3,000		
Sinan Erdem Dome - 1/8th Finals (4 days)	€ 2,400		
Sinan Erdem Dome - 1/4 Finals & 5-8 place (3 days)	€ 2,400		
Sinan Erdem Dome - Final, Semis (2 days)	€ 3,000		
	<b>TOTAL (€):</b>		

#### Payment Details

Accounts Payable Address (if different from above) .....

Purchase Order Number (if applicable) .....

The total price (plus any VAT due) must be paid by bank transfer within 15 days of the date of invoice, to the bank account specified on the invoice.

In order to make a booking after 15 July 2010 please call +41 (0) 22 545 00 00. All bookings made after this date will require full payment on the day of booking.

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## Terms & Conditions

This booking is subject to FIBA's Corporate Hospitality Packages Terms and Conditions (a copy of which is attached). Your attention is drawn in particular to clauses 3, 5, 8 and 10. Please sign and return this form to us to indicate that you (the Client) have read and agree to be bound by the Corporate Hospitality Packages Terms and Conditions.

Signature.....On behalf of.....

Position.....Date.....

If you have any queries about bookings, please contact Hospitality Sales on +41 (0) 22 545 00 00

In order to secure your booking, please return a signed form to:

Email: [hospitality-sales@fiba.com](mailto:hospitality-sales@fiba.com)  
Fax: +41 (0) 22 545 00 99  
Post: Hospitality Sales, FIBA, Avenue Louis Casaï,  
531216 Cointrin/Geneva, Switzerland

## 2010 FIBA World Championship

### Corporate Hospitality Packages Terms and Conditions

These terms and conditions, together with (i) the completed Corporate Hospitality Package Booking Form ("Booking Form"); and (ii) FIBA's Confirmation of Booking form the agreement ("Agreement") between FIBA and the Client for the provision of Corporate Hospitality at the 2010 FIBA World Championship in Turkey.

#### 1. Acceptance of Terms and Conditions

Signature by the Client of the Booking Form shall indicate the Client's agreement to these terms and conditions.

#### 2. Submission and Acceptance of Booking

2.1 All bookings are subject to availability at the time the signed Booking Form is received by FIBA.

2.2 A booking shall only be considered confirmed and the agreement for the provision of the Corporate Hospitality Package(s) shall only become effective upon the issue by FIBA of a "Confirmation of Booking".

#### 3. Prices and Payment

3.1 All prices are exclusive of VAT unless otherwise stated.

3.2 Subject to Clause 3.3 the total purchase price of the Corporate Hospitality Packages purchased (plus any VAT due) must be paid to FIBA within 15 days of the date of the invoice issued by FIBA. Payment must be made in accordance with the instructions on the invoice.

3.3 If the booking is made later than 15th of July the total purchase price (plus any VAT due) must be paid to FIBA on the day of booking.

3.4 If payment is not made in full by the relevant date, FIBA reserves the right to cancel the booking and sell the Corporate Hospitality Packages to a third party.

#### 4. Tickets and Passes

4.1 Subject to FIBA having received payment in full for the Corporate Hospitality Packages by such date, FIBA shall send to the Client by 20th August 2010:

(a) the relevant number of match ticket(s); and

(b) the relevant number of passes for the Corporate Hospitality Facility;

(together the "Documentation").

4.2 In the event that payment in full has not been received by FIBA by 20th August 2010, FIBA shall send the Documentation to the Client as soon as reasonably practicable after receipt of payment.

#### 5. Guests

5.1 The Client agrees to provide FIBA with a list of its guests by the 1st of July 2010 ("Guests") or within 5 days of the date of Confirmation of Booking if the booking is made after 1st July 2010. Changes to this list will only be permitted at FIBA's discretion. FIBA shall be entitled to cancel this Agreement in the event that the Client fails to provide valid Guest information.

5.2 FIBA will endeavour to seat Guests together within the game venues but makes no guarantee that it can do so.

5.3 The Client shall be responsible for distributing the Documentation to its Guests.

#### 6. Ticket Terms and Conditions

6.1 Championship tickets are issued subject to the terms and conditions applicable to the sale of the same (other than paragraphs 3, 4 and 5) – a copy of which is set out below ("Ticket Terms and Conditions"). By completing the Booking Form you will be deemed to have read and accepted the Ticket Terms and Conditions.

6.2 The Client shall ensure that its Guests are aware of, and comply with, the Ticket Terms and Conditions.

#### 7. Rules of Conduct for the Corporate Hospitality Facility

7.1 A valid pass will be required to gain access to the Corporate Hospitality Facility.

7.2 The dress code for the Corporate Hospitality Facility is smart casual. Guests may not wear clothing which displays prominent commercial branding.

7.3 No branded merchandise may be brought into the Corporate Hospitality Facility without the prior written consent of FIBA.

7.4 Aggressive, violent or abusive behaviour will not be tolerated within the Corporate Hospitality Facility. FIBA shall have the right to remove any person who demonstrates such behaviour.

#### 8. Cancellation by the Client

8.1 Cancellations must be notified to FIBA in writing.

8.2 If the Client cancels a booking after FIBA has issued the Confirmation of Booking, the Client remains liable for the full price of the Corporate Hospitality Packages confirmed in the Confirmation of Booking.

8.3 If the cancellation is notified to FIBA least 2 weeks prior to the start of the Championship, FIBA will use reasonable endeavours to re-sell the cancelled packages. In the event that cancelled packages are re-sold, FIBA shall be entitled to retain a handling fee of 10% of the total price and the balance shall be refunded to the Client.

#### 9. Cancellation by FIBA and Alternative Arrangements

9.1 The Client agrees that any liability of FIBA and the local organising committee in relation to the cancellation or suspension of the Championship is limited in accordance with the Ticket Terms and Conditions.

9.2 In the event that FIBA is obliged to make any material changes to the hospitality facilities to be provided or cancel them for any reason (other than cancellation due to an event of force majeure), FIBA will use its reasonable endeavours to ensure that alternative arrangements are offered which are of at least equal standard. For the purposes of this clause, 'force majeure' shall mean any event which FIBA or the supplier of the service in question could not, even with all due care, foresee or avoid including (without limitation) war

and threat of war, civil strife, terrorist activity, natural or nuclear disaster, fire, industrial dispute, epidemic, pestilence, adverse weather or all other events outside FIBA's control.

#### 10. Liability

10.1 Subject to Clause 10.4, the liability of FIBA to the Client or a Guest for any loss, damage, costs and expenses (including, without limitation, loss of profits), whether direct or indirect and howsoever caused resulting from the acts or omissions of the FIBA and its employees, agents and representatives in connection with the provision of the Corporate Hospitality Packages and any breach of this Agreement shall be limited to the total price paid by the Client to FIBA for the Corporate Hospitality Packages. This limitation of liability shall not apply in the case of the gross negligence or deliberate default of FIBA.

10.2 FIBA accepts no liability for any possessions of the Guests left unattended, whether in the Corporate Hospitality Facility or elsewhere.

10.3 The Client shall be liable for any loss, damage, costs and expenses (including, without limitation, loss of profits), whether direct or indirect, howsoever caused, and whether arising from any dispute, contractual, tortious or other claims or proceedings or otherwise resulting from the acts or omissions of the Client and its employees, agents and representatives or the acts and omissions of any of its Guests while at the Championship or resulting from a breach of this Agreement and the Client agrees to indemnify FIBA against all and any such liability, loss, damage, costs and expenses suffered FIBA or by any third party.

10.4 Nothing within this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or for any loss, damage, costs and expenses caused by an act of fraud or which may not lawfully be excluded.

#### 11. General

11.1 The Client shall not assign or otherwise transfer or sell its rights and obligations under this Agreement or the benefits of any of the hospitality packages or tickets to any third party. The Client may not use any of the hospitality packages or tickets in any promotional or marketing activities including without limitation as competition prizes.

11.2 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement. The Client confirms that it has entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, FIBA shall have no liability in respect of any representation, warranty or promise made prior to the date of this Agreement unless such representative, warranty or promise was made fraudulently.

11.3 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by registered post, or fax to FIBA at Hospitality Sales, FIBA, Avenue Louis Casai, 531216 Cointrin/Geneva (Fax: +41 (0) 22 545 00 99) or to the address

of the Client set out on the Booking Form (as applicable).

- 11.4 No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- 11.5 No failure or delay by FIBA to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 11.6 This Agreement shall be governed by Swiss law. Any dispute arising from or related to this Agreement shall be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitely in accordance with the Code of sports-related arbitration. The Panel shall consist of one arbitrator and the language of the arbitration shall be English.

**Guest** stands for the person on whose behalf the Consumer can purchase a Ticket and to whom the Ticket can be transferred in conjunction with the Terms and Conditions herein.

**Local Organising Committee** stands for the Turkish Basketball Federation Special Unit that is entrusted with the administration of the 2010 FIBA World Championship in Ankara, İzmir, Kayseri and İstanbul and the center of which is located at Abdi İpekçi Spor Salonu, 10. Yıl Caddesi, 34020 Zeytinburnu/ İstanbul.

**Purchase** means a Consumer's act of buying/taking delivery of a ticket.

**TBF** stands for the Turkish Basketball Federation.

**Ticket/s** stands for one or more tickets that give the right to enter the Arenas in accordance with all the information given herein.

**Ticket Owner** stands for any person by whom a ticket is rightfully held.

**Zone** stands for various price and seating categories in the arenas.

## Section – 2

### Tickets

#### 3. Applications

[Not Applicable]

#### 4. Ticket Sale

[Not Applicable]

#### 5. Payment and Delivery of Tickets

[Not Applicable]

#### 6. Use of Tickets

- 6.1. Each person is required to submit a valid ticket and valid photo ID (on demand) to enter the Arena. Persons who are less than 18 years of age need to be accompanied by an Adult and children who are less than 12 years of age and more than 3 years of age as of September 12, 2010 must have a valid ticket. Children under the age of 3 years as of September 12, 2010 do not require a ticket. Ticket Owners who for some reason do not duly leave the Arena, will not be allowed back in.
- 6.2. FIBA, TBF, the Local Organizing Committee and their staff and Representative Bodies can by no means be held liable for the losses, injuries and damages suffered by the Ticket Owner. The possession of a Ticket signifies that the Ticket Owner has agreed to the Terms and Conditions and that s/he is to act in accordance with them. In case the Ticket Owner violates these Terms, FIBA and the Local Organizing Committee and their staff and Representative Bodies reserve the right to invalidate the owner's Ticket without a refund.
- 6.3. FIBA, the Local Organizing Committee and Representative Body have the right to thoroughly apply/enforce the Terms and Conditions. TBF and the local organizing committee are the owners of all tickets. Purchased Tickets can not be transferred except for the conditions specified in Clause 6.5. If a provision of the Terms and Conditions is breached, the Tickets will be invalid, the Ticket Owner will be denied access into the Arena and the Tickets seized will be handed over TBF on TBF's demand.

- 6.4. The Consumer shall purchase the Tickets only for their personal use or that of their guests. Any other use is prohibited.
- 6.5. The Consumers will keep one (1) Ticket for their personal use and render the remaining Ticket(s) for the personal use of their Guests at a price not exceeding the total of the nominal value of the Tickets and the extra fees determined beforehand. With respect to the persons that are subject to the sentence above, neither the Consumer nor the Guest can put up for sale, sell, resell, auction (either separately or with other products) or transfer the Ticket without TBF's prior written approval.
- 6.6. The Consumer and the Guest understand and accept that the Tickets are printed pursuant to the national legislation in force within the Arena and rules and internal regulations that will apply throughout the games. Except for the provision in Clause 6.5, the Consumer understands and acknowledges that, the sale or any other form of disposal of a Ticket, unless authorized, constitutes a criminal violation.

- 6.7. Children who are less than 12 years of age and more than 3 years of age as of September 12, 2010 have the right to enter the matches with a reduced price "Child" ticket and must be accompanied by an Adult. Persons entering the Arena with a "Child" ticket must be prepared to show a valid ID Card to verify their age at the entrance of the Arena. Failure to provide a valid ID and proof of Child status will result in the ticket being invalidated and entrance to the Arena will be rejected. In such case there will be no refund.

## Section – 3

### Security

#### 7. Security

All persons attending the games, are required to

- show a valid Ticket and photo identification,
- give their consent to controls, body searches and seizure of objects that are not allowed,
- follow the rules and instructions of all the personnel,

In addition to the above, they shall, at any time and in any form, on demand of the police officers, other assigned officers, security guards and/or other duly authorized people, cooperate for the maintenance of security.

- 7.1. In addition to persons under the influence of alcohol, no one possessing, using or keeping the substances/objects below shall enter, attempt to enter the Arena and/or try to sneak them in:
- Every kind of weapon regardless of form and objects that might be used as a weapon,
  - Every object, material or substance that might pose a threat on the security, public order and progress of the game and that might harm people and cause damage on objects/belongings,
  - Bolt, wood and metal pieces, stone, glass, tin, bottles (whether filled with flammable material or not), every kind of material that is like the prohibited pots that have the capacity to keep

## 2010 FIBA World Championship

### Terms and Conditions of Ticket Sales

#### Section – 1

##### Overview

#### 1. Content

The terms and conditions here below ("Terms and Conditions") are set out to ensure the just processing in respect of the purchase and use of the 2010 FIBA World Championship tickets and that an efficient result is achieved. The said purchase and use of the Tickets are subject to the Terms and Conditions below as well as to the laws and regulations in force regarding the Arenas where the World Championship matches will take place.

#### 2. Definitions

In this document,

**Adult** is defined as a person 18 years of age or older as of September 12, 2010.

**Arena** stands for all the areas that require a ticket to enter Abdi İpekçi and Sinan Erdem Arenas (İstanbul), Halkapınar Arena (İzmir), Ankara Arena and Kadir Has Arena (Kayseri) as well as the entire facilities including immediate vicinities of the said areas.

**Biletix** stands for the competent body ("Representative Body") that is authorized to sell 2010 FIBA World Championship tickets on behalf of the Local Organising Committee.

**Child** is defined as a person less than 12 years of age and more than 3 years of age as of September 12, 2010.

**Consumer** stands for a person with legal capacity who intends to purchase the 2010 FIBA World Championship ticket/s according to the Terms and Conditions.

**FIBA** stands for the International Basketball Federation in Geneva/Switzerland.

**Games** encompass the World Championship preliminary round, second round, quarter final, semi final, final and classification matches to take place in Ankara, İzmir, Kayseri and İstanbul between August 28 and September 12, 2010.

water and that may injure a person if thrown,

- (d) Every kind of flammable/explosive substance, liquids or gases, flammable substances like fireworks in particular,
  - (e) Alcohol, drugs or stimulants,
  - (f) All kinds of posters, banners, plates etc. that have a commercial/promotional content or that contain script, statement or messages that are malicious, aggressive, agitating, political, racist or that exploit religion,
  - (g) Flags, flagpoles, banners, posters, signs, hats, inflatable substances or symbols that might disturb the order or safety, or that might hinder the view of the spectators,
  - (h) All animals, except for guide dogs that have been priorly agreed upon with the Arena Manager,
  - (i) All other objects detected by the police officers, other assigned officers, security personnel and/or other duly authorized people that might endanger security, public health, public order and/or the reputation of FIBA and the Local Organising Committee,
  - (j) Regardless of their content, all objects and material with a commercial/promotional purpose including but not limited to documents, announcements, signs, plates/boards, symbols, banners, posters and hats.
- 7.2. Persons in the Arena are not allowed to,
- (a) Throw an object or set it on fire,
  - (b) Act aggressively in a way that may jeopardize security, public health, public order and/or the reputation of FIBA and the Local Organising Committee or trigger violence, racism, religious issues and xenophobia,
  - (c) Express/state national, political, religious, ethnic and/or racial issues or worries,
  - (d) Threaten his/her or the others' lives and health and do harmful acts of a threatening nature;
  - (e) Climb on the seats and their supports,
  - (f) Sit somewhere else other than the seat designated on the ticket, attempt to watch the games standing and/or in the aisles and stand in the area beside the court,
  - (g) Stand within the eyesight of the court,
  - (h) Smoke cigarettes, cigars etc.,
  - (i) Pass from one section to another unless permitted,
  - (j) Do harm to the person or property of people,
  - (k) Stay in the Arena more than necessary and enter or leave the Arena through places such as stairs, emergency exits, platforms etc. that are built to ensure safe exit in cases of emergency.

#### Section – 4

##### Various Issues

##### 8. Commercial Activities

- 8.1. Tickets cannot be used, for promotional/advertising purposes, such as a prize in a contest or sweepstake, or as part of a hospitality activity or a travel package deal (e.g. flights combined with tickets) without an

express written consent of FIBA and the Local Organising Committee.

- 8.2. No person or institution, without the prior written consent of FIBA and the Local Organising Committee, can conduct activities within the Arena that have a promotional or commercial purpose.
- 8.3. A person is prohibited to possess/keep goods in the Arena for promotional or commercial purposes and s/he is also prohibited to possess, put up for sale or sell drinks, food, souvenir, Ticket, clothing to sell goods of this purpose. The substances in question may be taken out of the Arena or temporarily seized by the police officers, the other assigned officers or other duly authorized people.
9. **Audio and Video Recording**
- 9.1. All persons attending the games, accept, free of any charges, their voice and images to be broadcasted live or as recorded video, or to be transmitted in any other form, to be photographed, used by the present/soon to be used mass medium.
- 9.2. The persons attending the games, can not record or transmit any sound or image, or commentary, result and/or statistics of the game except for their own personal/private use. It is strictly forbidden to publish/broadcast any sound, video, statement, result or statistics of the whole (or part of the) game and to help people that are engaged in such an activity.

##### 10. Violation of Terms and Conditions and the Regulation

- 10.1. Any person who acts in contradiction to these Terms and Conditions and any Ticket Owner who owns a Ticket that is purchased against the provisions of the Terms and Conditions, will be denied access into the Arena or taken out of the Arena and their tickets will be invalidated without any right to refund. If requested, Ticket Owners are obliged to give information about how, from where and from whom they acquired their Tickets.
- 10.2. The Consumers and the Guests, who do not comply with the Terms and Conditions, will be refused to enter the Arena or led out and their Tickets will be invalidated without refund.
- 10.3. All other legal rights of FIBA, TBF, the Local Organising Committee and Arena Manager are reserved.

##### 11. Banned Audience

The Persons who are banned by the authorities from attending any sporting events are forbidden to purchase the Tickets and to enter the Arena.

##### 12. Liability and Indemnification

The Consumers and the Guests, solely, are responsible for the use of their Tickets. The Consumers and the Guests are personally liable for damages resulting from the breach of the Terms and Conditions and related Regulation. They, under no circumstances, shall and will hold FIBA, TBF, the Local Organising Committee or the Representative Body responsible.

##### 13. Personal Data

The Consumers accept and acknowledge that the personal data they have submitted in the Purchase process is collected by TBF and FIBA and that the information be thereafter transferred to a database of TBF and FIBA.

The Consumers permit the use of their personal data for the organization and execution of the games (particularly for Ticket sales and/or all kinds of security measures) and agree that FIBA may transfer this data, if necessary and for this purpose only, to third parties including the Local Organising Committee and Representative Body that shall only process this data on the request and under instructions of FIBA.

##### 14. Postponements and Cancellations

14.1. Local Organising Committee and other competent authorities have the right to change the time, date and venue of the games upon the emergence of unexpected conditions including but not limited to cases of force majeure, any security measure or even broadcasting company demands.

14.2. In case of a cancellation, refund may be received not exceeding the limits specified by the related legislation.

##### 15. Severability and Changes

15.1. In the event that any one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable in any respect by the competent court, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and they shall be construed as if such invalid provisions had never been contained herein.

15.2. FIBA reserves the right to make reasonable changes in these Terms and Conditions within the limits specified by the legislation in force. In case of any such changes, the updated version of the Terms and Conditions may be acquired from <http://www.biletix.com/turkey2010>.

##### 16. Original Version

The Turkish draft of the Terms and Conditions may be accessed via <http://www.biletix.com/turkey2010> or, upon request, may be obtained from the Local Organising Committee. The Consumer accepts that he personally read, and thoroughly understood the Terms and Conditions and the related Regulation and acknowledges that he became fully aware of the rights and obligations arising therefrom and by clicking on the 'I accept' button, agrees to be bound by them. Consumers purchasing via call center, retail outlets and box office agree that they have fully understood and accepted the Terms and Conditions as provided at <https://www.biletix.com/turkey2010> and that they will strictly comply with these terms.

##### 17. Applicable Law and Jurisdiction

These Terms and Conditions and the related Regulation are subject to the laws of the Turkish Republic and shall be interpreted accordingly. Istanbul Courts and Execution Offices shall have jurisdiction over disputes arising out of or in connection with these Terms and Conditions. Additionally, FIBA, TBF and the Local Organising Committee reserve the right to pursue legal proceedings in the competent courts of countries where the defendants are residing.

##### 18. Information request

Information requests shall be communicated to Biletix via the phone number or mail address below.

Phone number: +90 216 556 98 00

Mail address: [turkey2010@biletix.com](mailto:turkey2010@biletix.com)