

# LAVER CUP.

## HOSPITALITY PACKAGES SALES REGULATIONS

### INTRODUCTION

#### 1. Purpose and Applicability of the Sales Regulations

- 1.1 These Sales Regulations outline the terms and conditions which apply to, and govern, the sale and use of Hospitality Packages for the Event.
- 1.2 Each Potential Purchaser acknowledges and agrees that, by submitting a Laver Cup Hospitality order form ("Order Form") through a process established by the Laver Cup in the manner described in the Order Form, such Potential Purchaser confirms that such Potential Purchaser has read, understood and agrees to be irrevocably bound by these Sales Regulations.
- 1.3 The Laver Cup reserves the right to amend the manner in which it sells Hospitality Packages and reserves the right to amend these Sales Regulations from time to time. Each Sales Agreement will be governed by the Sales Regulations in force at the date on which the applicable Order Form is submitted by Potential Purchaser. The Laver Cup may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.
- 1.4 The Laver Cup reserves the right to impose a limit upon the number of Hospitality Packages a Potential Purchaser may purchase.

### HOSPITALITY PACKAGES

#### 2. Order Forms

- 2.1 It is each Potential Purchaser's responsibility to complete and submit the Order Form in the appropriate manner. Each Potential Purchaser is responsible for all costs or charges involved in accessing the [describe online website/access]. The Laver Cup assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft, or destruction or unauthorized access to, or alteration of any Order Form. The Laver Cup is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, services or providers, computer equipment, software, failure of any email or entry to be received due to technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to any Potential Purchaser's or any other person's computer related to or resulting from using [describe website].
- 2.2 Submission of an Order Form constitutes a binding offer by the Customer to the Laver Cup for the purchase of the Hospitality Packages (as identified in such Order Form), on the terms outlined in these Sales Regulations. Any Order Form may be accepted or rejected by the Laver Cup in its sole discretion. Any template order form provided by the Laver Cup for the Customer to complete or as a courtesy will not (under any circumstances) constitute an offer or public offer by the Laver Cup.

### 3. The Sales Agreement

3.1 A binding sales agreement (“Sales Agreement”) shall come into force between a Potential Purchaser and the Laver Cup when the Laver Cup at its discretion elects to approve an Order Form and sends to the Potential Purchaser (who is now a Customer for the purpose of these Sales Regulations) a confirmation of purchase.

3.2 Each Sales Agreement shall consist of, and incorporate the terms of:

- (i) the Order Form and confirmation of purchase;
- (ii) the Product Description;
- (iii) these Sales Regulations;
- (iv) the Laver Cup Ticket General Terms and Conditions (“Ticket GTCs”); and
- (v) any other applicable rules put into place by the Laver Cup from time to time.

Any other samples, drawings, descriptive matter or advertising issued by the Laver Cup, and any illustrations or descriptions of the Hospitality Packages contained in the Laver Cup’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Hospitality Packages, and shall not, under any circumstance, constitute an offer or public offer by the Laver Cup. They shall not form part of the Sales Agreement or have any contractual force.

3.3 The Sales Agreement represents the sole and complete statement of the respective rights and obligations of the Laver Cup and the Customer with regard to the subject matter thereof and supersedes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Hospitality Packages which are the subject of the Order Form.

3.4 All sales of Hospitality Packages are final. All payments made by Customers in connection with Hospitality Packages (whether or not such Hospitality Packages are the subject of a Sales Agreement which is terminated) are to be treated as non-refundable, and the Laver Cup shall be under no obligation to repay any sums to the Customer (unless the Laver Cup agrees otherwise).

### 4. Hospitality Packages

4.1 The scope of the services and benefits made available to the Customer by the Laver Cup in respect of each Hospitality Package will be outlined in the Order Form and in the Product Description. Customers may not, following the conclusion of the Sales Agreement, request substitutions for, or alterations to, any Hospitality Package services and benefits. The Laver Cup reserves the right to modify the various Hospitality Package services and benefits, substituting services and benefits of equal or greater value, in the event of unforeseen circumstances such as capacity constraints or production limitations.

4.2 The Customer accepts and acknowledges that the scope of the Hospitality Package services and benefits made available to it under the Sales Agreement are subject to such changes as may be required for reasons of public safety and security. The Laver Cup shall notify the Customer of such changes as soon as reasonably possible.

- 4.3 The Customer and each of its Guests are required to bring with them, on the applicable session, the type of Ticket applicable to the relevant Hospitality Package and valid identification to enable them to access a court seat and to access the Hospitality Facilities.
- 4.4 Customers who require special assistance (such as wheelchair seating and/or wheelchair access to Hospitality Facilities and/or the Venue) must notify the Laver Cup in writing prior to the acquisition of a Hospitality Package. In the event that any Customer, following execution of a Sales Agreement, subsequently wishes to provide a Hospitality Package to a person who requires any such facilities, the Customer shall notify the Laver Cup as soon as reasonably practical and the Laver Cup will use reasonable efforts to provide such facilities (subject to availability).

## 5. Payment

- 5.1 Payment is due upon receipt of an invoice issued by the Laver Cup.
- 5.2 Payments may only be made by wire transfer or those credit cards identified as being accepted by the Laver Cup.
- 5.3 Any applicable local tax, fees or dues will be reflected in the invoice at the applicable rate.
- 5.4 Payments must be received in full in immediately available \$US, unless otherwise agreed in writing by the parties. Any and all bank, payment, currency conversion, currency exchange control, credit card charge or other charges incurred in connection with any payment obligation herein will be the sole responsibility of, and be borne by, the Customer.
- 5.5 No refunds of any amounts paid by the Customer to the Laver Cup will be made to the Customer under any circumstances.
- 5.6 If any monies which are due and payable hereunder are not received by the Laver Cup in full by the applicable due date, the Laver Cup may upon giving notice to the Customer, in addition to all other remedies available to it at law:
- (i) terminate the entire Sales Agreement;
  - (ii) terminate the Sales Agreement in respect of a certain number of specified Hospitality Packages only;
  - (iii) immediately and without further notice make available for sale to third parties each Hospitality Package which is the subject of any termination;
  - (iv) retain, as a non-refundable deposit, any amounts paid by the Customer as at the date of such termination;
  - (i) charge the Customer interest on all amounts outstanding at 18% per annum from the date payment became due until actual payment is made;

- (ii) terminate or suspend any of the Laver Cup's obligations under the Sales Agreement; and/or
- (v) claim for all further losses and costs suffered by the Laver Cup as a result of non- payment and/or late payment.

The Laver Cup retains the right to claim damages which are in excess of the amounts specified above.

## 6. Delivery of Hospitality Package Components

- 6.1 Where the Hospitality Packages include e-Tickets, the Customer will be advised of the various options available to access such Tickets and associated restrictions and requirements.
- 6.2 Where the Hospitality Packages include paper Tickets and/or, if applicable, Hospitality Access Passes (which are not required to be collected at the Venue) and/or parking passes these will be:
  - (i) delivered to the address stated in the Order Form (or to a different address subsequently notified in writing by the Customer and duly acknowledged in writing by the Laver Cup) by a method of the Laver Cup's choice no later than two (2) weeks before the first session of the Event; or
  - (ii) made available for collection by the Customer from the Laver Cup in accordance with policies to be established by the Laver Cup and notified to the Customer.

The Customer acknowledges and agrees that the delivery or the availability for collection, of Hospitality Package components is subject to the Customer having complied in full with all elements of the Sales Agreement.

- 6.3 The Laver Cup will not be responsible or liable in any way to a Customer or any third party as a result of any late delivery of a Hospitality Package which arises as a result of a failure of and/or interruption to any delivery services.
- 6.4 The Laver Cup will not deliver Hospitality Packages to post office boxes, unless agreed otherwise in writing by the Laver Cup on a case-by-case basis. The Customer is required to provide a street address as well as the name and contact details of an individual which has been authorized to take delivery of the Hospitality Packages. It is the Customer's responsibility to arrange for an authorized representative to be present at the delivery address to take delivery of every Hospitality Package and to notify the Laver Cup of any change in the proposed delivery address.
- 6.5 If the Customer has not received the Ticket, Hospitality Access Pass and all other applicable Hospitality Package components at such time indicated in Section 6.2 (i), it is the sole responsibility of the Customer to immediately notify the Laver Cup in writing

- 6.6 Any paper Ticket, Hospitality Access Pass or parking pass (if applicable) which has become damaged in any way after delivery to, or collection by, the Customer and is, as a consequence, unreadable, may not be accepted for admission to, or use at, a Venue and/or Hospitality Facility. It is the sole responsibility of the Customer to notify the Laver Cup in the event that any paper Ticket, Hospitality Access Pass or parking pass (if applicable) is delivered or collected in a damaged condition. In the absence of any such notification, the relevant Ticket, Hospitality Access Pass or parking pass (if applicable) will be deemed to be undamaged at delivery or collection.
- 6.7 The Laver Cup shall not be responsible or liable in any way to a Customer or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket, Hospitality Access Pass or parking passes (if applicable) or other Hospitality Package component.
- 6.8 The Laver Cup reserves the right to determine whether to issue replacement Hospitality Access Passes, paper Tickets or parking passes (if applicable) in the event of any occurrence of the circumstances outlined in Sections 6.5, 6.6 and/or 6.7, and to determine the conditions which may apply to any such replacements. The Laver Cup reserves the right to determine the conditions which shall apply to the replacement Hospitality Access Passes, paper Tickets or parking passes (if applicable) in the event of any occurrence of the circumstances outlined in Sections 6.5, 6.6 and/or 6.7.

## 7. Hospitality Services

- 7.1 The Customer acknowledges and accepts that:
- (i) access to the Venue and/or Hospitality Facilities is strictly limited to the session in respect of which a Hospitality Package has been purchased, and to the times indicated by the Laver Cup. All timings are approximate, subject to the Laver Cup's discretion and may vary depending on the length of preceding matches;
  - (ii) the delivery of all hospitality services and benefits in connection with a Hospitality Package are subject to applicable laws;
  - (iii) The Laver Cup retains the right to amend the scope of the Hospitality Facilities and hospitality services and benefits applicable to any Hospitality Package, provided that the Laver Cup provides the Customer with replacement hospitality services and benefits of substantially similar or better quality and value; and
  - (iv) access to Hospitality Facilities will be limited to Customers and Guests who are in possession of Hospitality Access Passes.

## 8. Use of Hospitality Packages

- 8.1 The Customer expressly acknowledges and agrees that the purchase of a Hospitality Package does not grant the right to, or permit the Customer and/or its Guest(s) to exercise, any marketing, advertising or promotional rights with respect to the Event or any ancillary events operated by the Laver Cup, any match, player or official participating in the Event, or any other affiliated body or event.
- 8.2 The Customer shall not, and shall ensure that each of its Guests shall not, hold itself out as a sponsor of, or otherwise associate itself or its name in any manner whatsoever with, the Event or any ancillary event operated by the Laver Cup or any of its owners, any match, player or official participating in the Event, or any other affiliated body or event.
- 8.3 The Customer shall not, and shall ensure that each of its Guests shall not, before and during the Event:
- (i) use a Hospitality Package or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;
  - (ii) conduct any promotional, advertising or marketing activity in connection with the Event or any ancillary event operated by the Laver Cup, any match, player or official participating in the Event, or any other affiliated body or event; or
  - (iii) conduct any activity which the Laver Cup reasonably believes may lead to an association between the Customer and/or its Guest and the Event or ancillary event operated by the Laver Cup, any match, any player or official participating in the Event, or any other affiliated body or event.
- 8.4 The Customer shall not, and shall ensure that each of its Guests shall not, develop, use or register any name, logo, trademark, symbol service mark or other mark (including without limitation the official name and logo of the Event) which may be inferred by the public as identifying with the Event, including the words “Laver Cup” or the name of the Venue (or any other term used in any language to identify the Event) or any similar indicia or derivation of such terms in any language.
- 8.5 Save as expressly permitted by the Laver Cup, the Customer shall not, and shall ensure that each of its Guests shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into the Venue or Hospitality Facility, including any banner, sign or leaflet for the purposes of display or distribution. By way of illustration only, the Customer and each of its Guests shall refrain from wearing, in any Venue or Hospitality Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Customer and/or its Guest(s) and which is intended to be worn as part of a group wearing the same or similar clothing in a way which the Laver Cup may regard as the conduct of a promotional, advertising or commercial activity.

- 8.6 The Customer shall not and shall ensure that each of its Guests shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at the Venue or Hospitality Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by the Laver Cup or any governing authority or, at the entrance of and within a Hospitality Facility, by the Laver Cup, and any person engaging in such activities is subject to ejection from the Venue and/or Hospitality Facility.
- 8.7 The Customer agrees and acknowledges that any violation by Customer and/or its Guests of the terms relating to the use of Hospitality Package pursuant to Sections 8.1 to 8.6 above represents a material breach of these Sales Regulations by Customer. In such case:
- (i) The Laver Cup is entitled to terminate with immediate effect the Sales Agreement pursuant to Section 14.2 below;
  - (ii) The Laver Cup is entitled to exercise its rights pursuant to Sections 14.3 and 14.4 below; and
  - (iii) The Customer agrees and acknowledges to be directly liable to the Laver Cup for any direct and indirect damages suffered by the Laver Cup, including but not limited to consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

#### **ADDITIONAL INFORMATION**

##### **9. Ticket GTCs and the Venue Rules**

- 9.1 The Ticket GTCs, the Venue Rules and these Sales Regulations each form an integral part of the Sales Agreement, and the Customer irrevocably undertakes to fully comply with the Ticket GTCs, the Venue Rules and these Sales Regulations.
- 9.2 The Customer further agrees to ensure that its Guests fully comply with the Ticket GTCs, the Venue Rules and these Sales Regulations and remains primarily liable to the Laver Cup for any non-compliance. It is the Customer's responsibility to notify to each individual Guest in writing of the requirements of the Ticket GTCs, the Venue Rules and these Sales Regulations and to procure full compliance with the same by its Guests.
- 9.3 For the avoidance of doubt, all of the terms and conditions reflected in the Ticket GTCs and these Sales Regulations with respect to the Venue to which a Customer or Guest gains access through the use of a Ticket shall also apply to the Hospitality Facilities, in so far as is relevant, to which the Customer or Guest gains access through the use of Hospitality Access Pass on the specific session.
- 9.4 Any measures taken or imposed by the Laver Cup or any governing authority including, without limitation, the police authorities) with respect to any session of the Event, any Ticket or the Venue shall apply to the Customer and/or its Guests. By way of illustration only, if any Ticket is cancelled or a Customer or Guest is expelled from, or refused entrance to, the Venue

and/or the Hospitality Facilities as a result of a violation of the Ticket GTCs, the Venue Rules or these Sales Regulations or as result of any action authorized pursuant to any law, the Customer and/or the Guest may lose all rights pursuant to its Hospitality Package(s) (including the Ticket component), with no right of refund.

## 10. Data

- 10.1 The Customer agrees that it shall comply with the Laver Cup's directives with regard to the provision of individual data for Guests. The Customer shall provide the Laver Cup, immediately following any request by the Laver Cup and/or any third party authorized by the Laver Cup, with full details relating to its identity and the identity of each of its Guests, including the Guest's name, passport/identity card numbers, nationality and date of birth and email address. Furthermore, the Customer agrees, if requested by the Laver Cup, to provide each of its Guests with the Ticket specifically allocated, by Ticket number or by block, seat or row number, to such Guest.
- 10.2 In the event that the Customer fails to provide such details, the Laver Cup reserves the right to withhold delivery of the Hospitality Packages until such data is provided, to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or any Hospitality Facility to any Customer or Guest for which data has not been provided, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by the Laver Cup.
- 10.3 The Laver Cup or any governing authority may carry out access controls at the Venue. In the event that a Customer or Guest attempts to use a Hospitality Package at the Venue and/or Hospitality Facility and the personal details of such Customer or Guest do not match the data provided in respect of such Hospitality Package, the Laver Cup or the governing authority expressly reserves the right to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Venue and/or Hospitality Facility to the Customer or Guest, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) may be made available for re-sale by the Laver Cup.
- (i) The personal data provided to the Laver Cup and/or any third party authorized by the Laver Cup pursuant to these Sales Regulations will, subject to applicable law, be used, processed, stored, and transferred to third parties designated by the Laver Cup for purposes Hospitality Package sales and allocation procedures, (ii) any relevant safety and security measures, and (iii) rights protection measures in connection with the Event. The Customer acknowledges its responsibility to obtain the consent of each Guest to use his personal data for the purposes described above.
- 10.4 Potential Purchasers may update, correct or amend their personal data by contacting the Laver Cup in writing. If an Application is cancelled, the Potential Purchaser may request deletion of its personal data provided in connection with the Application Form by contacting the Laver Cup in writing.

## 11. Prohibition on the Resale and Transfer of Hospitality Packages and Tickets



- 11.1 Except where explicitly agreed by the Laver Cup, the Customer is prohibited from:
- (i) directly or indirectly conducting, allowing, permitting, authorizing and/or approving:
    - a. any re-sale, or the offering for resale (whether online or offline), and/or
    - b. the exchange or other transfer or assignment of rights (other than the provision to a Guest) (whether online or offline);

of any Hospitality Package, Ticket, Hospitality Access Pass, parking pass or other benefit or service provided in connection with a Hospitality Package, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package; or
  - (ii) acting, purporting to act, or advertising its ability to act, as an agent, facilitator or representative of a third party for the purchase, or purported purchase, of Hospitality Packages (or any component of a Hospitality Package) and/or Tickets by the third party.
- 11.2 Hospitality Packages may only be used by the Customer itself or by its Guests to which the Customer provides the Hospitality Packages.
- 11.3 The Customer shall ensure that none of its Guests resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Hospitality Package, Ticket, Hospitality Access Pass, parking pass (if applicable) or other benefit or service provided in connection with a Hospitality Package, and that all Guests are informed in writing of this prohibition.
- 11.4 For the avoidance of doubt, any Customer or Guest who is entitled to use any component of a Hospitality Package must be the same person as the Customer or Guest who uses each of the corresponding components of the relevant Hospitality Package.
- 11.5 At no stage will a Guest become a party to the Sales Agreement, have any rights under the Sales Agreement or be entitled to any recourse against the Laver Cup under the Sales Agreement.

## 12. Acceptance of Risk, Limitations on Liability, Customer and Guest Responsibilities

- 12.1 The following limitations of liability apply with respect to all Hospitality Package components, including, but not limited to, Tickets.

- 12.2 The Customer shall not be entitled to any recourse against the Laver Cup in relation to any hospitality packages sold pursuant to the sales agreement or any tickets purchased for the event (whether or not included in a hospitality package).
- 12.3 To the fullest extent permitted by applicable law, the Customer and each guest (in its own name and on behalf of any minors using a hospitality package and/or ticket bought by it) accepts all risks and dangers which it may face or endure while attending the event or participating in any hospitality or event activity and waives any claims against the Laver Cup, the local promoter and governing authorities relating to such risks and dangers. The Customer and each guest (in its own name and on behalf of any minors using a hospitality package or ticket bought by it) accepts that there are risks to its personal safety or property loss on the way to or from and outside of or within the venue and the other sites. Nothing in this paragraph is intended to require a Customer or guest to accept risks or dangers from, or waive rights to damages arising from, the gross negligence or willful misconduct of the Laver Cup.
- 12.4 Subject to section 12.6 below, the Laver Cup and each of the respective entities referred to as the “governing authorities” have independent roles and responsibilities in connection with the event. Neither the Laver Cup nor any governing authority should be held responsible for the activities or omissions of another governing authority or the Laver Cup. The Laver Cup and each governing authority is responsible for its own acts and omissions.
- 12.5 Subject to section 12.6 below and to the extent permitted by applicable law, the Laver Cup shall not be liable to the Customer and/or any guest for any indirect or consequential loss (including, without limitation, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill or loss of reputation) arising out of or in connection with the performance or any breach of the sales agreement or fulfillment of the ticket and the maximum liability of the Laver Cup to the Customer and/or guest in contract or otherwise under or in connection with the sales agreement shall not exceed the total price paid for hospitality packages by the Customer to the Laver Cup in respect of the sales agreement and/or tickets.
- 12.6 Nothing in the sales agreement will affect the statutory rights (including consumer rights if and when applicable) of any Customer or guest or exclude or restrict any liability for death or personal injury arising from the negligence or improper conduct by the Laver Cup or any other liability which cannot be excluded or limited under applicable law.
- 12.7 The Customer and each guest is responsible for the use of its ticket and/or hospitality access pass. To the fullest extent permitted by applicable law, the Customer and each guest indemnifies and holds harmless the Laver Cup and the governing authorities from and against any and all claims, damages and liabilities suffered and/or incurred in connection with, arising out of or resulting from:
- (i) its misuse of a ticket and/or hospitality access pass; or
  - (ii) the misuse of a ticket and/or hospitality access pass by a minor if the ticket and/or hospitality access pass was provided by the Customer; or
  - (iii) the misuse of a ticket and/or hospitality access pass by any other third party which has

**obtained, directly or indirectly, a ticket and/or hospitality access pass through it; or**

- (iv) **a violation of the Ticket GTCs, these sales regulations, the venue rules and/or any other relevant laws or by-laws; or**
- (v) **any other harmful conduct in connection with the ticket and/or hospitality access pass.**

**This means that if a Customer or guest violates any ticket and/or hospitality access pass related rules, it must take full financial responsibility and pay for any damage, including legal costs, that the Laver Cup and/or governing authorities may incur in managing or resolving the problems caused by the violation.**

- 12.8 **The Customer and each guest is responsible for their personal arrangements connected to the hospitality packages (including, without limitation, travel and accommodation) and such arrangements are entered into by the Customer and each guest at their own risk and the Laver Cup shall not be liable for any costs or losses relating to such arrangements suffered by the Customer and any guests.**

### 13. Unforeseen Circumstances and Insurance

- 13.1 The Laver Cup shall not be liable for any failure to provide Hospitality Facilities and hospitality services and benefits due under any Hospitality Package and/or to fulfill or honor any Ticket as a result of any delay, cancellation, abandonment and/or interruption, relocation or postponement of the Event (whether in whole or in part) whether due to a Force Majeure Event or not or due to any production or technical matters. The Customer understands that the Event and the Customer's use of the Hospitality Packages and Tickets may be subject to capacity restrictions, social distancing, or other safety measures, or relocation and/or re-configuration of Hospitality Facilities and/or Ticket seat locations due to Force Majeure, production or technical matters or any other reason. The Laver Cup reserves the right, at all times, to change the location of Hospitality Facilities or Ticket seats to an equivalent or better location with no obligation to provide any refund, credit or other consideration or accommodation. The Laver Cup shall notify the Customer of such changes as soon as reasonably possible. Furthermore, Customer acknowledges that players may withdraw or decide not to play in the Event for a variety of reasons and that the failure of any player to play or continue to play in the Event shall not be considered a breach of this Agreement and shall not entitle Customer to any reduction, rebate or refund of or credit against any consideration rendered hereunder. The appearance of any specific player, captain or assistant captain is not guaranteed and is subject to change without notice.

- 13.2 The Customer is responsible for, and is recommended to arrange, its own insurance (such as, without limitation, travel insurance, public liability insurance or cancellation insurance) to cover risks and associated costs arising out of or connected to these Sales Regulations.

### 14. Termination

- 14.1 In the event that any Customer fails to ensure that the Laver Cup receives, in full and by the due

date set out in Section 6 and also specified in the relevant invoice, the amount specified in the relevant invoice as consideration due and payable, the Laver Cup reserves the rights specified in Section 5.6, including, without limitation, the right to terminate the Sales Agreement in full or in part.

14.2 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, these Sales Regulations, the Venue Rules or any other relevant regulations, rules, laws or by-laws, the Laver Cup shall, in addition to all other rights and remedies that the Laver Cup may have, retain the right to:

- (i) terminate the Sales Agreement in whole or in part;
- (ii) render null and void any applicable Hospitality Access Pass;
- (iii) enforce the Laver Cup's right to cancel and/or rescind the Ticket(s) comprised in the Hospitality Package;
- (iv) refuse entry into the Venue and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Venue and/or Hospitality Facility;
- (v) file suit to enforce the Sales Agreement and claim damages, if appropriate; and/or
- (vi) notify governmental authorities of a violation of the provisions of the Ticket GTCs, these Sales Regulations, Venue Rules, and/or the relevant regulations, rules, laws or by-laws that correspond to violations of applicable criminal or other laws.

14.3 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, or the Venue Rules or any other relevant regulations, rules, laws or by-laws, the Laver Cup, shall, in addition to all other rights and remedies that the Laver Cup may have, retain the right to:

- (i) cancel and/or rescind any Ticket being part of the Hospitality Package or any Ticket held by the offending Customer and/or Guest; and/or
- (ii) refuse entry into the Venue and/or any Hospitality Facility to the offending Customer and/or Guest or eject the Customer and/or Guest from the Venue and/or Hospitality Facility.

14.4 In addition to laws applicable in other countries, the United States may enact laws or regulations that make it a criminal offense to transfer and/or use Tickets or Hospitality Access Passes in violation of the Ticket GTCs, these Sales Regulations, the Venue Rules, or any other relevant laws or by-laws. Customers and their Guests are advised to obtain information about applicable laws relating to Tickets and Hospitality Access Passes.

14.5 Further to other termination rights granted under the Ticket GTCs and the corresponding right to cancel Hospitality Packages reflected in these Sales Regulations, the Laver Cup shall have the

right to cancel any Hospitality Package in the event of:

- (i) any insolvency, bankruptcy filing or liquidation of the Customer;
- (ii) the appointment of an administrator in respect of the Customer;
- (iii) the Customer entering into an arrangement with its creditors; or
- (iv) any other event which may give rise to the reasonable belief that the Customer will not be able to complete the full payment of the Hospitality Package purchase price,

provided that any such events occur prior to receipt by the Laver Cup of the full purchase price of the Hospitality Package.

- 14.6 In the event of termination, any payment made by the Customer, whether in full or in part, will be retained by the Laver Cup as partial compensation for the administration and cancellation fees and production costs. The Laver Cup nevertheless retains the right to seek and recover all applicable damages.

## 15. Miscellaneous

- 15.1 Should any provision(s) of these Sales Regulations or the Sales Agreement be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations and the Sales Agreement will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 15.2 The Sales Agreement (together with its component parts) has been drafted in English.
- 15.3 Certain provisions of the Ticket GTCs and these Sales Regulations may be restated in a condensed format so that they may be printed, respectively, within the confined space allocated on the back of each Ticket and the Hospitality Passes. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket GTCs as located on the reverse side of any Ticket and these Sales Regulations as located on the reverse side of any Hospitality Passes, the full terms of the Ticket GTCs and these Sales Regulations will apply and will prevail over the condensed provisions. The terms and conditions contained in these Sales Regulations shall, in any case, prevail over any other terms that the Customer may seek to impose or incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by the Laver Cup.
- 15.4 The Laver Cup reserves the right to refuse the purchase of Hospitality Packages to any Potential Purchaser. If there is any inconsistency between the provisions of these Sales Regulations and the Ticket GTCs with respect to any matter pertaining to the use of a Ticket at the Venue, the Ticket GTCs shall apply and will prevail over the terms of the Sales Regulations.
- 15.5 The Sales Agreement will be governed by, and interpreted in accordance with, the substantive laws of Switzerland.

- 15.6 To the fullest extent allowed by applicable law, and in the absence of amicable settlement, any disputes arising out of or in connection with the Sales Agreement and/or sales of Hospitality Packages shall be resolved exclusively by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force at the time when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3). The seat of arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English.
- 15.7 The Customer agrees to indemnify and hold harmless the Laver Cup and the governing authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:
- (i) any claim by any Guest against the Laver Cup or a governing authority in connection with any purported breach by the Laver Cup of the Sales Agreement;
  - (ii) any activity conducted by the Customer or any of its Guests which causes damage to the Laver Cup or a governing authority or to the enjoyment of Hospitality Packages by any other Customer or Guest; and
  - (iii) any activity conducted by the Customer or any of its Guests which infringes the intellectual property rights of the Laver Cup.
- 15.8 A notice under or in connection with the Sales Agreement must be in writing and must be delivered personally or sent by overnight mail delivery service or by fax to the party due to receive the notice at its address specified in the Order Form or to another address specified by the receiving party by written notice to the other party.
- 15.9 The Sales Agreement shall not be amended or modified, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both the Laver Cup and the Customer.

## 16. Definitions

“Customer” means any legal entity or individual duly identified in the Order Form, which has acquired a Hospitality Package, or any legal entity or individual who has purchased a Ticket.

“Event” means the Laver Cup.

“Force Majeure Event” shall mean a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, epidemic or pandemic, act of terrorism, rebellion, strikes, lock-outs or other industrial disputes, acts of governments or other prevailing authorities, or any other similar or related event which is beyond the control of the Laver Cup or any

governing authority.

“governing authority” means any of the Laver Cup management, the Venue management and/or any applicable governmental entity responsible for safety and security in connection with the Event, and their respective employees, volunteers, agents, representatives, officers and directors.

“Guest” means any individual invited by the Customer and to whom a Customer provides a Hospitality Package which has been sold to the Customer by the Laver Cup.

“Hospitality Access Pass” means the pass, badge, wristband or other device which may be issued entitling the holder (being only the Customer or a Guest) to access Hospitality Facilities.

“Hospitality Facility” means any location or facility either offsite or at the site of the Venue to which Customers and Guests are admitted, by virtue of the rights afforded by a Hospitality Package, to enjoy the provision of official Event hospitality services and benefits.

“Hospitality Package” means any official hospitality package comprising a Ticket and certain session(s) hospitality benefits and services to be provided at any Hospitality Facility in connection with the Event. Where stated in the Product Description Hospitality Packages may include park and ride services but otherwise do not include services or benefits provided other than at a Hospitality Facility, such as (without limitation) ground transportation, air travel or accommodation services.

“The Laver Cup” means TRIDENT8 Limited, the owner and operator of the Event, and/or (as the context requires) its local promoter for the Event.

“Order Form” means as defined in Section 1.2.

“Potential Purchaser” means any entity or individual which expresses an interest in acquiring a Hospitality Package by signing and returning an Order Form.

“Product Description” means the description of each Hospitality Package, or series of Hospitality Packages which are the subject of any Order Form.

“Sales Agreement” means the agreement between The Laver Cup and the Customer for the purchase of Hospitality Packages, as more fully described in Section 3.

“Sales Regulations” means these regulations governing the sale and use of Hospitality Packages.

“Ticket” means any ticket (in whatever form the Laver Cup may decide including paper ticket or e-ticket) which is issued by the Laver Cup (or a third party authorized by the Laver Cup) and which entitles its holder to access the Venue and to a specific seat within the Venue on the date and session specified on the ticket.

“Ticket GTCs” means Laver Cup Ticket General Terms and Conditions (as may be updated from

time to time), representing the general terms and conditions issued by the Laver Cup which apply to the use of any and all Tickets, which are, among others, binding on, and enforceable against, any person purchasing, holding or using a Ticket, including any Ticket being part of a Hospitality Package.

“Venue” means the venue for the Event in any year.

“Venue Rules” means the regulations of the Venue, which set out the terms of each guests’ access to the Venue, as may be updated from time to time.

## 17. Covid-19 Pandemic

The World Health Organization (WHO) on March 11, 2020, declared the novel coronavirus (COVID-19) outbreak a global pandemic (the “Pandemic”). The safety and health of Laver Cup attendees, participants, vendors, staff and guests is of paramount importance to the Laver Cup. The Laver Cup wants its Customers to enjoy a world class tennis experience while following protocols and safety measures to ensure the safety and health of all involved.

Accordingly, during the pendency of the Pandemic, the Laver Cup and the Venue will employ enhanced health and safety protocols and are committed to providing a safe environment that aligns with expert recommendation from the Centers for Disease Control and Prevention (CDC), the WHO and applicable local mandates. Customers and their guests will be required to strictly comply with all such protocols put in place at the Venue and for the Event. The Laver Cup may refuse entry into the Venue and/or any Hospitality Facility to any non-complying Customer and/or Guest, or eject the non-complying Customer and/or Guest from the Venue and/or Hospitality Facility with no right to any refund, credit or other consideration or accommodation.

### **COVID-19 WARNING:**

An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By attending the Event, Customers and their guests assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after the Event, however caused or contracted, and voluntarily waive all claims and potential claims against the Laver Cup and the Venue and their affiliated companies relating to such risks.