

#### Rio 2016 Terms and Conditions of Ticket Purchase

Rio 2016 has established the following Terms and Conditions of Ticket Purchase for the purchase of Tickets to the Rio 2016 Olympic and Paralympic Games.

Please read these Terms and Conditions carefully. By purchasing a Ticket you are certifying that you have read, understood and accepted these Terms and Conditions.

This document was last updated on March 25, 2015.

## 1 Definitions and interpretations

In these Terms and Conditions, the following terms shall have the following meanings:

- 1.1 'ATR'means "Authorised Ticket Reseller", an entity, nominated by an NOC or NPC, and appointed by Rio 2016 to act as an agent to promote, sell and distribute Tickets within the designated Territory of the relevant NOC or NPC. An NOC or NPC may choose to act as an ATR within their own territory. A list of all ATRs is available at rio2016.com.
- 1.2 'Authorized Ticket Sources' means all official sources authorized by Rio 2016 to sell or otherwise distribute Tickets, including the Rio 2016 Ticketing Website, Ticket box offices or ticket centres, ATR websites or offices, official Rio 2016 partners, or any other organisation or entity expressly authorised by Rio 2016 to sell or otherwise distribute Tickets for the Games. The complete list of Rio 2016 Authorized Sources can be found at rio2016.com.
- 1.3 'COB' means Comitê Olímpico Brasileiro (Brazilian Olympic Committee).
- 1.4 'CPB' means the Comitê Paralímpico Brasileiro (Brazilian Paralympic Committee).
- 1.5 **'Force Majeure'** means any cause beyond Rio 2016's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, public health emergency, acts or regulations of national, state, or local governments.
- 1.6 **'Games'** means the Games of the XXXI Olympiad in Rio de Janeiro in 2016 and the Rio 2016 Paralympic Games.
- 1.7 **'Games Body'** means each of the IOC, the IPC, the COB, the CPB, NOCs, NPCs, IFs, NFs, Rio 2016 or any other organising committee of an Olympic or Paralympic Games.
- 1.8 'IF' means an International Federation, an organisation, recognised by the IOC or IPC, responsible for the governance of a sport on a worldwide level and for ensuring the promotion and development of that sport. IFs are responsible for overseeing the organisation of international events and world championships.
- 1.9 **'IOC'** means the International Olympic Committee, being the supreme authority of the Olympic Movement which is an international non-governmental not-for-profit organisation of unlimited duration and which has the status of a legal person and is recognised by the Swiss Federal Council.

- 1.10 **'IPC'** means the International Paralympic Committee, the international governing body of sports for athletes with a disability. Its purpose is to supervise the organisation of the summer and winter Paralympic Games and act as the International Federation for nine sports, supervising and coordinating World Championships and other competitions.
- 1.11 **'NF'** means National Federation, and is sometimes referred to as a National Governing Body. It is an organisation responsible for the governance of a sport on a national level and for ensuring the promotion and development of that sport within a country or territory. NFs are responsible for overseeing the organisation of national events and championships.
- 1.12 'NOC' means National Olympic Committee.
- 1.13 'NPC' means National Paralympic Committee.
- 1.14 **'Order'** means an application or request to purchase Tickets made by a Purchaser, encompassing those requests being processed and the ones already processed, regardless of whether the Purchaser has been successful or unsuccessful in purchasing the intended Tickets.
- 1.15 **'Person'** means an individual, partnership, firm, corporation, association, trust, unincorporated association or any other legal person.
- 1.16 **'Personal Information'** is information that identifies you as in individual, and may include (but is not necessarily limited to) your name, address, telephone number, email address, birthdate, government identification numbers (ID, CPF, passport number) and ticket purchase details.
- 1.17 **'Photographic Identification'** means a valid photo identity document issued by an official government authority, proving the holder's identity (original passport for non-residents of Brazil, or other document in accordance with the legislation of Federative Republic of Brazil for Brazilian residents). It is mandatory that the document contain a photo.
- 1.18 **'Purchaser'** means the Person who has ordered and paid Rio 2016 or an ATR for one or more Tickets and who is registered in Rio 2016's and/or an ATR's records as the original purchaser of Tickets.
- 1.19 **'Rio 2016'** means the Rio 2016 Organising Committee for the Olympic and Paralympic Games. Rio 2016 is a private, not-for-profit sports association responsible for the planning, promotion and staging of the 2016 Olympic and Paralympic Games.
- 1.20 **'Rio 2016 Ticketing Website'** is the official Internet resource located at ingressos.rio2016.com providing all spectators with an ability to obtain information about the Ticketing program and providing eligible Persons with the opportunity to purchase Tickets.
- **'Session'** means an event or group of events of the Games (including, without limitation, sport events and opening and closing ceremonies) for which tickets have been issued by Rio 2016.
- 1.22 **'Terms and Conditions'** means the terms and conditions set out herein.
- 1.23 **'Ticket'** means evidence of a licence issued by Rio 2016 which entitles the holder to admission to a Session, which may be in electronic form, be a computer generated form, or may be a conventional, printed ticket of admission.
- 1.24 **'Ticket Holder'** means a Person who is in possession of a valid Ticket and, for the avoidance of doubt, includes a Purchaser and/or any other Person who purchases, holds or uses a Ticket, regardless of nationality, and without any limitation as to the source used to acquire the Ticket.
- 1.25 **'Venue'** means any location under the control of Rio 2016, access to which requires a Ticket, and any adjacent areas that are under the control of Rio 2016.

### 2. Applicable Terms and Conditions

- 2.1 All Tickets are sold and issued subject to these Terms and Conditions.
- 2.2 By applying for or purchasing a Ticket, a Purchaser agrees to comply with these Terms and Conditions.
- 2.3 Purchasers are responsible to comply with these Terms and Conditions. Rio 2016 reserves the unrestricted right to terminate the licence granted by a Ticket.
- 2.4 A Purchaser must be at least 18 years of age at the time of purchase. By applying for or purchasing a Ticket, the Purchaser is certifying that they meet this age requirement. In the event that any other age restriction is defined by Brazilian authorities, these Terms and Conditions will be amended and the modification will enter into force upon registry.
- 2.5 Rio 2016 reserves the right to change these Terms and Conditions from time to time and the modifications shall enter into force upon registry. Rio 2016 shall notify the Purchaser of such changes if they materially affect their rights as a consumer.
- 2.6 When purchasing tickets, the Purchaser agrees that they will make any associated Ticket Holders aware of all the relevant rules and regulations regarding the Ticket Holder's use of a Ticket to attend a Session at a Venue. Specifically, the Purchaser agrees that they will bring the Rio 2016 Ticket License Agreement and Spectator Policy to the attention of any Ticket Holders who intend to use tickets acquired by the Purchaser.
- 2.7 The prices of Tickets shall be fixed by Rio 2016. The criteria for cancellation, devolution and reimbursement of Tickets, as well as allocation, reallocation, reservation and cancelation of seats on the Venues shall be defined by Rio 2016.

# 3. Purchase Eligibility – Public

- 3.1 Residents of Brazil may only purchase tickets directly from Rio 2016 (via rio2016.com, ticket box offices and ticket centres) or from authorised hospitality provider(s) appointed by Rio 2016 to sell ticket packages within Brazil, should any such authorised provider(s) be appointed.
- 3.2 Residents of all countries other than Brazil may only purchase tickets from the Authorised Ticket Reseller(s) appointed and authorised to sell Tickets to Purchasers in their territory. A list of ATRs can be found at rio2016.com.
- 3.3 Residents of countries where an ATR has not been appointed or designated may not purchase tickets from any source other than directly from Rio 2016, at such a time as Rio 2016 extends sales to that territory which in any case shall not be prior to June 1, 2016.

### 4. Purchase Eligibility - Group

4.1 Rio 2016 stakeholders and partners, and members of the Games body, may have a contractual right to request and purchase tickets, as per the terms of their individual contract or charter. The terms of purchase are governed by the particular agreement.

## 5. Tickets Purchased from Rio 2016

5.1 Sales of Tickets by Rio 2016 will occur in various phases. Each sales phase will have specific rules, which may also be specific to the category of Purchaser. When making a Ticket Order, the Purchaser agrees to abide by all the specific purchase rules applicable to the specific sales phase. These rules may include, but are not limited to, residency restrictions (as outlined in section 3), limits to the number of Orders a Person may submit, limits on the number of Sessions a single Purchaser may be

allowed to purchase, and limits to the number of Tickets that may be purchased for a specific Session. These purchase rules will be clearly outlined as a part of the purchase process. Any attempt to circumvent or avoid adherence to the purchase rules may result in the Order being rejected, and may result in other past purchases by the same Purchaser being cancelled, any issued Tickets being considered void, and any Ticket Holder in possession of such Ticket being denied entry to the Session and Venue.

- 5.2 Purchasers are responsible for verifying the accuracy of their Ticket Order at the time the Order is submitted or the purchase is made. Mistakes cannot necessarily be rectified after the purchase is complete. If the purchaser believes there has been a mistake, they must contact the relevant customer service centre as soon as possible.
- 5.3 Submission of an Order to Rio 2016 constitutes a binding offer to purchase Tickets for the specified Session(s). Once submitted, it may not be possible for a Person to alter, amend, withdraw or cancel an Order, subject to the rules of the particular sales phase, as described in clause 5.1.
- A Ticket purchase is not considered complete until all payment for the purchased Tickets has been received, in full, by Rio 2016 and a transaction confirmation has been issued. No communication from any third party other than Rio 2016 or the relevant ATR shall be deemed as confirmation of the transaction, including text messages or any other information from the Purchaser's bank or Credit Card Company.
- Rio 2016 may not be held liable if a Purchaser provides incorrect or fraudulent information when submitting an Order or completing a purchase, for technical malfunctions of the internet, or for failure of computer hardware or software that may prevent the submission of an Order.
- 5.6 Submitting an Order for Tickets does not guarantee the availability of the requested Tickets. The ability of Rio 2016 to satisfy Tickets Orders depends on the total demand and available inventory, and is subject to the rules and requirements of the specific Ticket sales phase, as outlined in clause 5.1.
- 5.7 Rio 2016 may, at its sole discretion, refuse or cancel Ticket Orders from anyone whom they believe plans to distribute or offer a Ticket for resale other than in accordance with these Terms and Conditions and with the Rio 2016 Ticket Use Agreement and Spectator Policy or anyone who they believe to have provided misleading or fraudulent information in the course of purchasing Tickets..

### 6. Tickets Purchased from an Authorised Ticket Reseller

- As described in clause 3.2, an NOC may nominate, and Rio 2016 may appoint, an organisation or agency to act as an Authorised Ticket Reseller for a specific territory or territories. An ATR is responsible, with Rio 2016's prior approval, for determining the rules and processes governing the sale of Tickets within their designated territory or territories. An ATR may opt to put in place limits on how many Tickets or Sessions a Purchaser may purchase, and to determine the purchase, distribution, and payment methods. In case of a discrepancy between the purchase terms and conditions which may be put in place by an ATR and the Terms and Conditions outlined in this document, the latter shall prevail. All Tickets, regardless of from whom they were obtained or purchased, are issued subject to the Rio 2016 Ticket License Agreement and Spectator Policy.
- An ATR may, at its sole discretion, refuse to sell Tickets to any person who attempts to circumvent or does not intend to adhere to any purchase rules or restrictions put in place by the ATR. An ATR is obligated to refuse the sale of Tickets to any person whom it believes plans to distribute or offer a Ticket for resale other than in accordance with these Terms and Conditions and with the Rio 2016 Ticket License Agreement and Spectator Policy.

- 6.3 Tickets are issued by Rio 2016 with a face value price denominated in Brazilian Reais. An ATR will always conduct ticket sales in the currency of the designated territory, and will convert the Ticket price from Brazilian Reais to the local currency using the rates published by the Central Bank of Brazil on the SISBACEN system. Any and all bank or other charges incurred as a result of the payment with a payment card or currency conversion will be the sole responsibility of the Purchaser.
- An ATR may charge a reasonable per-ticket handling charge over and above the face value price of the Ticket. This fee may not be more than 20% of the face value price of the Ticket, with a maximum per-ticket amount of R\$ 120,00 (one hundred twenty Brazilian Reais) or the equivalent in the local currency of the territory.
- 6.5 Should a Person, regardless of where they reside, believe they are being offered tickets for purchase on terms that are in violation of these Terms and Conditions or in violation of the rules set out in the Rio 2016 Ticket License Agreement and Spectator Policy, they should immediately contact Rio 2016 by email at sac@tkthelp.rio2016.com.

## 7. Ticket Pricing

- 7.1 The face value price of each Ticket shall be established by Rio 2016 prior to the launch of the ticketing programme, and before Rio 2016 or any ATR shall solicit or accept the submission of any Order. All Ticket prices are denominated in Brazilian Reais and are exclusive of any booking, collection, or delivery fees.
- 7.2 Rio 2016 may set special Ticket prices, including discounted Tickets for students and teachers, persons with disabilities, and/or persons over the age of 60 and half-price tickets as required by legislation of the Federative Republic of Brazil. Ticket Holders taking advantage of such discounted Ticket prices may be required, upon request by any official, steward, employee, volunteer, or authorized partner or contractor of Rio 2016 or the Venue, to provide proof of his or her eligibility for the discount with appropriate Photographic Identification and, if it is the case, other pertinent documents.
- 7.3 The presentation of proper Photographic Identification and other documents necessary to provide proof of the Ticket Holder's eligibility to a discount represents a material obligation of the ticket applicant. Failure to produce proof of eligibility represents a material breach of these Terms and Conditions and may result in the cancellation of the Order or the Tickets issued and in the refusal of admittance to the Venue of the Ticket Holder, who may also be asked to leave the Venue, or be required to pay the full adult price of the Ticket.

# 8. Payment

- 8.1 By completing and submitting an Order for Tickets, the Purchaser is authorising Rio 2016 to collect payment for any Tickets which may be allocated to the Purchaser, inclusive of any applicable processing or delivery fees. For the avoidance of doubt, a Purchaser will only be charged for the Tickets that he or she has been allocated.
- 8.2 In recognition of Visa's longstanding support of the Olympic Games, only Visa cards are accepted for Rio 2016 Olympic Games ticket purchases made by the Brazilian general public. The nominated Visa payment card used to purchase Tickets must be registered in the name and address of the Purchaser. Rio 2016 reserves the absolute right to refuse any Ticket Orders which fail to comply with this condition.

- 8.3 Full and timely payment for all tickets and the delivery fee (if applicable) is of essence and a material obligation of the Purchaser. The Purchaser is solely responsible for ensuring that his or her nominated Visa payment card is valid, that all required information is provided and confirmed, and that he or she has sufficient cleared funds for the duration of the applicable sales phase until the time payment is collected by Rio 2016. If payment cannot be collected, Rio 2016 reserves the right to refuse the associated Ticket Order.
- 8.4 Rio 2016's ticket box offices will accept only Visa cards and cash (Brazilian Reais).
- 8.5 For Tickets purchased prior to the Games, Rio 2016 stakeholders and partners and members of the Games Body, will make payment for Tickets using a payment method specified by their individual contractual agreement. For any Tickets which may be purchased during the Games-time period, payment must be made using a Visa payment card.

# 9. Delivery – Tickets Purchased from Rio 2016

- 9.1 Purchasers will be informed at the time of submission of their Ticket Order of the options available for the delivery of their Tickets.
- 9.2 For Brazilian public Ticket Purchasers who opt for home delivery (which may include an additional cost), Tickets will be delivered via secure courier to the delivery address provided by the Purchaser at the time of submission of the Order. Tickets will not be delivered to any other address. A signature may be required upon receipt. Post Office boxes (or similar) are not acceptable addresses for the delivery of Tickets.
- 9.3 Where there is not enough time to deliver Tickets, or for group purchases, the Purchaser will be advised at the time of purchase of the arrangements for the collection of Tickets from an official Rio 2016 box office or ticket centre, or of any alternative delivery method that Rio 2016 may choose to offer a Purchaser to collect his or her Tickets.
- 9.4 If by Purchaser choice or any other reason Tickets are to be collected at an official Rio 2016 box office or ticket centre, only the Purchaser, or someone duly authorised by the Purchaser via a legally notarised power of attorney, may collect the Tickets. The Purchaser acknowledges that Tickets collected in Rio 2016 box offices and ticket centres will be standard, non-souvenir tickets and collection will only be made upon presentation of a booking reference number, appropriate Photographic Identification, proof of any legal discount eligibility (if applicable) and the Visa payment card used to make the purchase (if applicable). If the Visa payment card used to make the purchase will expire before the date of collection, the Purchaser must notify Rio 2016 of the change of card details prior to collection.
- 9.5 Once in the possession of the Purchaser, the Purchaser is solely responsible for safeguarding all Tickets. Neither the Ticket Holder nor the Purchaser shall be entitled to any compensation for lost, stolen, forgotten, or damaged Tickets. It may not be possible to reissue a Ticket.
- 9.6 If Tickets have not been received 7 days before the commencement of the Session to which the Tickets relate, it is the sole responsibility of the Purchaser to contact the relevant customer service centre, the contact info for which can be obtained from rio2016.com.
- 9.7 If delivery cannot be accepted for any reason (for example, because of an incorrect address), Rio 2016 shall notify the Purchaser that his or her Tickets may be collected from a specified official Rio 2016 box office or ticket centre.

## 10. Delivery – Tickets Purchased from an ATR

10.1 Rio 2016 is not responsible for the delivery or Tickets purchased or obtained through any sources other than directly from Rio 2016, including Tickets purchased from ATRs. ATRs are solely

responsible for the delivery of the Tickets purchased or obtained through them.

### 11. Tickets

- 11.1 A Ticket represents a revocable licence to enter a Venue to attend a Session, and remains the property of Rio 2016. Details regarding the license granted and the terms of use of a Ticket are found in the Rio 2016 Ticket License Agreement and Spectator Policy.
- 11.2 By purchasing one or more Tickets, the Purchaser agrees that they will call the attention of any Ticket Holder to the Rio 2016 Ticket Use Agreement and Spectator Policy, and that any failure by the Purchaser to do so puts them in breach of these Terms and Conditions and could invalidate the license granted by the Rio 2016 Ticket License Agreement and Spectator Policy, as outlined in that agreement.
- 11.3 Rio 2016 takes pride in ensuring that people with physical impairments shall not be discriminated against and will, subject to availability, make accommodation for spectators with disabilities in accordance with any applicable laws. Persons with additional accessibility requirements must notify Rio 2016 of such requirements when applying for or purchasing Tickets, as outlined in the Rio 2016 Ticket Terms of Purchase.

### 12. Session Schedule Changes, Interruptions, and Cancellations.

- 12.1 Purchasers acknowledge that Sessions may be delayed, postponed, or cancelled. The Purchaser's and Ticket Holder's recourse in such situations is outlined in the Rio 2016 Ticket License Agreement and Spectator Policy.
- 12.2 Should the Purchaser be entitled to a refund due to a cancellation or postponement, under the conditions defined in the Rio 2016 Ticket License Agreement and Spectator Policy, they may apply for a refund according the provisions of clause 13 of these Terms and Conditions.

## 13. Refund Procedures

- 13.1 There will be no on-site refunds, including at the official Rio 2016 box offices or ticket centres.
- Any refund request will be processed by Rio 2016 or the ATR, depending on from whom the original Tickets were purchased.
- 13.3 If entitled to a refund from Rio 2016, the Purchaser must provide Rio 2016 with all unused original tickets for the Session (in the cases where the Tickets were printed and delivered or collected) accompanied by a signed application refund form, which must be received by Rio 2016 no later than September 30, 2016. Refund application forms will be available online at rio2016.com.
- 13.4 If entitled to a refund from an ATR, the Purchaser must contact the ATR from whom the original Tickets were purchased and follow their refund procedures.
- 13.5 A Purchaser is entitled to refund and may apply for it in the situations described in the Rio 2016 Ticket License Agreement and Spectator Policy. In addition to the situations outlined in that agreement, the Purchaser has the right to request a refund according to the rules defined by Law N. 8.078, of September 11, 1990 the Brazilian Consumer Protection Code "CDC" in its article 49.
- 13.6 If entitled to a refund, Purchasers are solely responsible for recovering the Tickets from Ticket Holders and completing all the procedures described at www.rio2016.com, including returning the original Tickets to Rio 2016 or the relevant ATR (depending on from whom the original Tickets were purchased).

- Any refund properly due from Rio 2016 under these Terms and Conditions will be provided via the same payment method used to make the Ticket purchase or as authorised and facilitated by Rio 2016. Rio 2016 shall endeavour to process all refunds promptly, but the Purchaser acknowledges that the completion of the refund process depends on the chosen payment method, on expiry of the relevant payment card as well as other conditions that are not known by Rio 2016 or the ATR (for example, the conditions agreed between the Purchaser and his or hers bank).
- 13.8 Refunds will only be made to the Purchaser, not to the Ticket Holder, and only for the face value price of the Ticket. This is the sole and exclusive remedy. There will be no exchanges of Tickets to another Session or refund of any applicable delivery charges, booking fees or other charges.

#### 14. Personal data

The personal data that Purchasers provide to Rio 2016 will, subject to applicable law, be used, processed and stored by Rio 2016 in accordance with the terms of Rio 2016's Ticketing Privacy Policy (full details of which are available at rio2016.com).

## 15. Resale, Reuse, and Transfer of Tickets

- Purchasers acknowledge that Tickets shall not be purchased or obtained from or through any Person other than directly from an Authorized Ticket Source, and that Tickets may not be transferred or resold save it be in compliance with the restrictions laid out in the Rio 2016 Ticket Use Agreement and Spectator Policy. Any Tickets reasonably believed to have been purchased or obtained from or through Persons other than directly from Authorized Ticket Sources or transferred or sold otherwise than in accordance with these Terms and Conditions and those of the Rio 2016 Ticket License Agreement and Spectator Policy may be declared void, and may be seized or cancelled. In such a case, the Purchaser will not be eligible for a refund.
- 15.2 Any Person seeking to use a Ticket which is reasonably believed to have been obtained in breach of the terms and conditions of this Agreement and/or the terms and conditions of the Rio 2016 Ticket License Agreement and Spectator Policy in order to gain entry to or remain at a Session may be considered to be trespassing and may be denied entry to or ejected from the Venue, and may be subject to criminal or civil action.

#### 16. General

- Any information requests relating to Tickets should be addressed to the relevant customer service centre, the contact details of which can be found at rio2016.com or from the Authorised Ticket Source from whom the Tickets were obtained.
- 16.2 If Rio 2016 delays or fails to enforce any of these Terms and Conditions, or if an ATR or other Authorised Ticket Source fails to enforce any of these Terms and Conditions on behalf of Rio 2016, it shall not mean that Rio 2016 has waived its right to do so at any subsequent time.
- 16.3 If any of these Terms and Conditions cannot be enforced for any reason this shall not prevent the remaining provisions from continuing to apply.
- These Terms and Conditions, together with the Rio 2016 Ticket License Agreement and Spectator Policy, together with any other contractual agreements between the Purchaser and Rio 2016 constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the above cited agreements, which is not already set out in these agreements.
- 16.5 These Terms and Conditions have been drafted in Portuguese and translated to English. Translations

of these Terms and Conditions to other languages may be made available by Authorised Ticket Sources. In the event of any discrepancy between the Portuguese and translated version of these Terms and Conditions, the Portuguese translation shall prevail.

16.6 These Terms and Conditions are governed by Brazilian Law and any disputes arising out of any transaction with Rio 2016 are subject to the exclusive jurisdiction of the Brazilian Courts.