

TERMS & CONDITIONS

1. Purpose and Applicability of the Terms & Conditions

- 1.1. These Terms & Conditions outline the terms and conditions which apply to, and govern, the sale of the Copa América Products and Packages through OVERSEAS NETWORK and its affiliates.
- 1.2. Each Customer acknowledges and agrees that, by (i) registering and purchasing a product from travel.copaamericahospitality.com and (ii) clicking the Acceptance of Terms and Conditions Box, the Customer confirms that it has read, understood and accepts these Terms & Conditions and that it agrees to be irrevocably and unconditionally bound by these Terms & Conditions. These Terms & Conditions form an integral part, and are a binding component, of the Purchase terms. The terms and conditions contained in these Terms & Conditions 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 OVERSEAS NETWORK.
- 1.3. OVERSEAS NETWORK reserves the right to amend the manner in which it sells the Copa América Products and Packages and reserves the right to amend these Terms & Conditions from time to time. Each Purchase will be governed by the Terms & Conditions in force at the date on which the Customer pays for his/her product or Package and clicks the Acceptance of Terms and Conditions Box. OVERSEAS NETWORK may also at any time and without notice change the scope, pricing and availability of future Travel & Hospitality Package product offerings.
- 1.4. In addition to these Terms & Conditions, each customer acknowledges and agrees that by registering and purchasing a bundle including a Hospitality Packages from travel.copaamericahospitality.com clicking the Acceptance of Terms and Conditions Box, the Customer confirms that it has read, understood and accepts Beyond Hospitality own Terms & Conditions that it agrees to be irrevocably and unconditionally bound by these Terms & Conditions. Beyond Hospitality Terms & Conditions can be found here (missing the link)

2. Application Process

- 2.1. The Customer acknowledges and agrees that the Application Process involves a number of steps including but not limited to: (i) creating an account with OVERSEAS NETWORK ([t ravel.copaamericahospitality.com](http://travel.copaamericahospitality.com)), (ii) providing payment details to OVERSEAS NETWORK, (iii) providing delivery email address and contact, (iv) submitting a request to book Copa América Products and/or Packages through the OVERSEAS NETWORK website, and (v) clicking the Acceptance of Terms and Conditions Box.
- 2.2. Completion of the Application Process does not guarantee the availability of the Hospitality Products and/or Packages which the Customer has ordered. Completion of the Application Process constitutes an irrevocable and binding offer to OVERSEAS NETWORK by the Customer to purchase the Copa América Products and/or Packages for which the

Customer has applied which may be accepted or rejected by OVERSEAS NETWORK (at its sole discretion). Any template Order Form or other order form provided by OVERSEAS NETWORK for the Customer to complete will not, under any circumstances, constitute an offer or public offer by OVERSEAS NETWORK.

- 2.3. If OVERSEAS NETWORK elects to accept the Customer's offer to purchase any Copa América Products and/or Packages, it will confirm its acceptance by issuing the Customer an invoice. The Customer acknowledges and agrees that payment in full of the price of the Copa América Products and/or Packages may be irrevocably debited from the Customer's account and credited to OVERSEAS NETWORK's account prior to OVERSEAS NETWORK emailing the Customer an Invoice.
- 2.4. OVERSEAS NETWORK reserves the right in its sole discretion to impose a limit on Copa América Products and/or Packages which a Customer may purchase whether by reference to (i) quantities, (ii) package type, round or location and/or (iii) monetary value.

3. Copa América Products and/or Packages Booking Request

- 3.1. Each Customer is responsible for correctly completing and providing all information required by OVERSEAS NETWORK under the Application Process. OVERSEAS NETWORK reserves the right to reject any applications which are incomplete or incorrect.
- 3.2. OVERSEAS NETWORK shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost or incomplete Applications or failure to communicate with any Customer by email due to the non-acceptance or delivery failure of the Invoice by the Customer's email.
- 3.3. If the Product and/or Package Booking Request is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Booking Request and clicks the Acceptance of Terms and Conditions Box agrees, represents, and warrants that he or she has the legal capacity and authority to bind the company or legal entity indicated in the Booking Request. The individual agrees, represents, and warrants that he or she is of legal age to enter into binding agreements. The Booking will be entered into by the company or other legal entity and OVERSEAS NETWORK.
- 3.4. The Customer acknowledges and agrees that it is responsible for maintaining the confidentiality of its account and password and is fully responsible for all activities that occur in respect of the account and password. The Customer agrees to: (i) immediately notify OVERSEAS NETWORK of any unauthorized use of its account or password and any other breach of security, and (ii) ensure that it exits its account at the end of each session. OVERSEAS NETWORK cannot and will not be liable for any loss or damage arising from the Customer's failure to comply with this Section 3.4.
- 3.5. OVERSEAS NETWORK shall not be liable if the customer misses a match included in his/her package.
- 3.6. OVERSEAS NETWORK shall not be liable if the customer buys multiple packages with overlapping dates preventing him/her for attending a match and/or resulting in the inability to enjoy the hotel nights included in

- his/her package.
- 3.7. OVERSEAS NETWORK shall not be liable if the customer misses a flight between different matches resulting in the inability to enjoy the hotel nights purchased in one of offered products.

4. Sales Agreement

- 4.1. Each Sales Agreement shall consist of, and incorporate the terms of:
- 4.1.1. the Copa América Products and/or Packages Booking Request and Confirmation of Purchase (Invoice);
 - 4.1.2. these Terms & Conditions

Any other samples, drawings, descriptive matter or advertising issued by OVERSEAS NETWORK or its Affiliates (whether or not on the website), and any illustrations or descriptions of the Copa América Products and/or Packages contained in OVERSEAS NETWORK's other marketing materials are issued, displayed or published for the sole purpose of giving an approximate idea of the Copa América Products and/or Packages, and shall not, under any circumstance, constitute an offer or public offer by OVERSEAS NETWORK. They shall not form part of the Sales Agreement or have any contractual force.

- 4.2. OVERSEAS NETWORK is the principal in the sale of the Copa América Travel Products and/or Packages to Customers.
- 4.3. The Sales Agreement represents the sole and complete statement of the respective rights and obligations of OVERSEAS NETWORK and the Customer about the sale by OVERSEAS NETWORK and purchase by Customer of the Copa América Products and/or Packages. The Sales Agreement supersedes and extinguishes all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials, and agreements relating to the purchase of the Copa América Products and/or Packages which are the subject of the Invoice.
- 4.4. All sales of Copa América Products and/or Packages under a Sales Agreement are final and binding on the Customer. Subject to Section 6.7 below, all payments made by Customers in connection with Copa América Products and/or Packages (whether or not such Products and/or Packages are the subject of a Sales Agreement which is terminated) are to be treated as non-refundable, and OVERSEAS NETWORK shall be under no obligation to repay any sums to the Customer (unless OVERSEAS NETWORK agrees otherwise).
- 4.5. Subject to Section 2.4 above, the sale of certain Copa América Products and/or Packages may (where expressly stated) include an opportunity for the Customer to purchase certain additional Hospitality Products and/or Packages in the same or a different category. Any such opportunity will be strictly subject to availability and OVERSEAS NETWORK's formal written agreement.
- 4.6. When booking a hotel without a package including a Hospitality product, cancellation policies may apply, and the customer acknowledges she/he has read and understood the cancellation policy and associated penalties before confirming his purchase. If the cancellation period has passed, it is no longer possible to request a refund. In the event of cancellation in

accordance with the cancellation policy, the CC fees representing 4% of the total amount including all taxes will not be refunded.

5. Copa América Products and Packages

- 5.1. The scope of the services and benefits made available to the Customer by OVERSEAS NETWORK in respect of each Copa América Products and Packages will be outlined in the Packages Descriptions accessible here, travel.copaamericahospitality.com

Customers may not, following the purchase of a product and/or package, request substitutions for, or alterations to, any Copa América Products and/or Packages services and benefits.

- 5.2. The Customer accepts and acknowledges that the scope of the Copa América Products and/or Packages services and benefits made available to it under their descriptions are subject to such changes as may be required for reasons of public safety and security, or as may be reasonably determined by OVERSEAS NETWORK, from time to time. OVERSEAS NETWORK shall notify the Customer of such changes as soon as reasonably possible.

- 5.3. Customers who require special assistance due to a disability or limited mobility (including but not limited to wheelchair seating and/or wheelchair access to Hospitality and Services Facilities) must promptly notify OVERSEAS NETWORK as soon as reasonably practicable. In the event that any Customer, following the purchase of any Copa América Product and/or Packages, subsequently wishes to provide a Copa América Product and/or Package to a person who requires any special assistance due to a disability or limited mobility, the Customer shall promptly notify OVERSEAS NETWORK in writing as soon as reasonably practical and OVERSEAS NETWORK will use reasonable efforts to provide such special assistance and the best level of service possible (subject to availability).

- 5.4. The Customer voluntarily enters the Copa América Product and/or Package purchase acknowledging its price is inclusive of all services outlined in the corresponding Product and/or Package description.

6. Payment

- 6.1. By approving a Quotation for a Copa América product and/or Package, the Customer authorizes OVERSEAS NETWORK to take payment from the Customer's Accepted Card or any Accepted Payment Method for the applicable aggregate amount set out in the Invoice ("Price") without further notice. The Customer is responsible for ensuring that there are sufficient funds available on its Accepted Card or Accepted Payment Method account at the time any payment is taken by OVERSEAS NETWORK.

- 6.2. Payments made to OVERSEAS NETWORK may only be made by Accepted Card or any Accepted Payment Method on travel.copaamericahospitality.com provided that other payments to OVERSEAS NETWORK in respect of the purchased Copa América Package (for the avoidance of doubt other than through

travel.copaamericahospitality.com) may be made by wire transfer or those credit cards and Accepted Payment Methods identified as being accepted

by OVERSEAS NETWORK from time to time.

- 6.3. Any VAT and/or other consumption or applicable local tax, fees or dues (which is payable either at the time of Purchase or in the future) will be reflected on the relevant invoice at the applicable rate and shall be payable by the Customer in addition to the price of the Copa América Product and/or Package. For the avoidance of doubt, OVERSEAS NETWORK may charge VAT and/or other consumption or applicable local tax, fees or dues retrospectively after the date of an invoice in the event of any changes in applicable laws.
- 6.4. Payments must be received in full in the currency identified on the quotation, and subsequently confirmed on the Invoice.
- 6.5. Any and all bank or wire payment, currency conversion, currency exchange control, credit card charge (incurred by the Customer as a result of the payment with a payment card) or other charges incurred in connection with any payment obligation outlined in Section 6.3 above will be the sole responsibility of, and be borne and payable by the Customer in addition to the price of the Copa América Products and/or Packages.
- 6.6. No refunds of any amounts paid by the Customer to OVERSEAS NETWORK will be made to the Customer under any circumstances.
- 6.7. If payment of any monies which are due and payable pursuant to Section 6 is not received by OVERSEAS NETWORK in full for any reason, OVERSEAS NETWORK may upon giving notice to the Customer, in addition to all other rights and remedies available to it at law:
 - 6.7.1. terminate the customer entire Copa América Product and/or Package Purchase, or, alternatively.
 - 6.7.2. immediately and without further notice make available for sale to other customers, each Copa América Product and/or Package which is the subject of any termination;
 - 6.7.3. retain, as a non-refundable deposit, any amounts paid by the Customer as at the date of such termination;
 - 6.7.4. charge the Customer interest on all amounts outstanding at five percent (5%) above 12 month US Dollar Libor rate as it may vary from time to time from the date payment became due until actual payment is made;
 - 6.7.5. terminate any of OVERSEAS NETWORK's obligations under the Purchase; and/or
 - 6.7.6. claim for all further losses and costs suffered by OVERSEAS NETWORK because of non-payment and/or late payment.

OVERSEAS NETWORK retains the right to claim damages which are in excess of

the amounts specified above.

6.8. The misuse of an Accepted Card or use without authorization of the legal holder of the Accepted Card is viewed in the most serious manner by OVERSEAS NETWORK and OVERSEAS NETWORK reserves the right to take legal action against those committing or attempting to commit online fraud, or similar criminal or civil offense.

6.9. OVERSEAS NETWORK reserves the right to refuse to process payments in respect of Customers with a prior history of questionable charges or where OVERSEAS NETWORK reasonably believes a sale may result in a breach of the Purchase agreement. OVERSEAS NETWORK may carry out such checks as it considers appropriate before processing an Accepted Card payment for security purposes. As part of such checks, the Customer grants to OVERSEAS NETWORK the right to disclose personal data to third parties for the purposes of carrying out these security checks. The Customer acknowledges and agrees that OVERSEAS NETWORK will not be liable for any damages resulting from its decision not to process a payment. The Customer explicitly approves the transfer of their personal data in this context.

7. Delivery of Copa América Product and/or Package Components

7.1. Subject to Sections 7.2-7.8 inclusive, OVERSEAS NETWORK will use reasonable endeavors to procure that Product and/or Package components (vouchers) will be delivered to the email address provided at time of Account creation (or to a different email address subsequently agreed in writing by OVERSEAS NETWORK)

OVERSEAS NETWORK shall be under no obligation to deliver the Product and/or Package components at the same time and may deliver the respective components at different times.

The Customer acknowledges and agrees that the delivery of Product and/or Package components is subject to the Customer having complied in full with all the terms of the purchase.

7.2. The Customer acknowledges and accepts to print the delivered Product and/or Package components (Except advised differently at time of receipt):

7.2.1. These components must be printed in portrait mode (vertical) on blank white A4 paper (on both sides), without changing the print size using a laser or inkjet printer. Other mediums (electronic, PC screen, portable screen, mobile screen etc.) could be rejected by suppliers. Any component that is partly printed, soiled, damaged or illegible shall not be considered valid;

7.2.2. Customers and Guests will be required to have valid identification when redeeming the Product and/or Package components (Vouchers) with suppliers.

Unless otherwise notified in writing to the Customer by OVERSEAS NETWORK, OVERSEAS NETWORK shall not be responsible on behalf of any Customer or Guest for applying for, collecting or providing any travel visa or substitutional

permits (including any form of fan identification system such as a fan passport or equivalent document or permit) to enter or exit the United States of America. The Customer always remains responsible for taking care of all general and event-specific requirements relating to their own and their Guests' entry to and exit from the United States of America and in relation to their movement inside the United States of America.

- 7.3. OVERSEAS NETWORK 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 Copa América Product and/or Package components which arises as a result of a failure of and/or interruption to any email delivery services or failure, act or omission of any third party supplier or local authority or government department.
- 7.4. Save in respect of last-minute sales or as OVERSEAS NETWORK may determine (acting reasonably), if the Customer has not received his Copa América Product and/or Package components at least three (3) weeks prior to the first Match of the CONMEBOL Copa América 2024™, the Customer will immediately notify OVERSEAS NETWORK in writing.
- 7.5. Any printed at home Product and/or Package components which have become damaged in any way and consequently, unreadable, may not be accepted for admission, or use with any suppliers. It is the sole responsibility of the Customer to make sure they have correctly printed and maintained their Product and/or Package components in excellent conditions.
- 7.6. OVERSEAS NETWORK 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 printed at home Product and/or Package components.

8. Hospitality Services

The Customer acknowledges and agrees that:

- (i) Hotel reservations, Ground Transportation, Activities and Concierge Services are nominative and strictly booked for the dates and times indicated in the Product and/or Package components (Vouchers) and cannot be modified under any circumstances.
- (ii) The delivery of all hospitality services and benefits in connection with a Copa América Product and/or Package are subject to applicable laws.
- (iii) OVERSEAS NETWORK retains the right to amend the scope of the hospitality services and benefits applicable to any Copa América Product and/or Package, provided that OVERSEAS NETWORK or its affiliates provides the Customer with replacement hospitality services and benefits of substantially similar or better quality and value;
- (iv) Access to Hotels, Ground Transportation, Activities and Concierge Services will be limited to Customers and Guests who are in possession of the corresponding vouchers (And Government issued form of ID).

9. Data

- 9.1. The Customer agrees that it shall comply with the directives of the competent United States of America authorities with regard to the provision of individual or personal data for Guests. Not limiting the generality thereof, the Customer shall, in particular, provide OVERSEAS NETWORK, immediately following any request by OVERSEAS NETWORK, any United States of America authority and/or any third party authorized by OVERSEAS NETWORK or by the applicable laws, with full details relating to its identity and the identity of each of its Guests, including but not limited to the Guest's name, passport/identity card numbers, nationality and date of birth and such other information and/or data as OVERSEAS NETWORK may require from time to time.
- 9.2. In the event that the Customer fails to provide the details set out in Section 9.1, OVERSEAS NETWORK reserves the right (without prejudice to any other rights or remedies OVERSEAS NETWORK may have) to withhold delivery of the Copa América Product and/or Packages until such data is provided, to cancel the relevant Copa América Product and/or Package and/or to refuse the Product and/or Package for any Customer or Guest for which data has not been provided, with no right to any refund. The Customer acknowledges and agrees that any component of a Copa América Product and/or Package thus canceled may be made available for resale by OVERSEAS NETWORK.
- 9.3. OVERSEAS NETWORK and any of the suppliers providing services in the context of a Copa América Product and/or Package may carry out identity verification. In the event that a Customer or Guest attempts to use a Copa América Product and/or Package and the personal details of such Customer or Guest do not match the data provided in respect of such Product and/or Package, OVERSEAS NETWORK expressly reserves the right to cancel the relevant Hospitality Product(s) and/or Package(s) and/or to refuse access to Hotels, Ground Transportation, Activities and Concierge Services to the Customer or Guest, with no right to any refund. The Customer acknowledges and agrees that any such component of a Copa América Products and/or Packages may be made available for re-sale by OVERSEAS NETWORK.
- 9.4. The personal data provided to OVERSEAS NETWORK and/or any third party authorized by OVERSEAS NETWORK, including Beyond Hospitality, pursuant to the purchase of a Copa América Product and/or Package, is subject to applicable law, can be used, processed, stored, and transferred to third parties for purposes relating to; (i) Copa América Products and/or Packages sales, marketing & communication and allocation procedures, (ii) any relevant safety and security measures, and (iii) rights protection measures in connection with the games. The Customer acknowledges its responsibility to obtain the consent of each Guest to use his personal data for the purposes described above. The customer acknowledges having read and accepted this clause and authorizes the sharing of his personal information as described above with third parties authorized by Overseas Network, such as Beyond Hospitality..
- 9.5. Customers may update, correct or amend their personal data by contacting OVERSEAS NETWORK in writing. If a Purchase is rejected by OVERSEAS NETWORK or the Purchase is terminated (for whatever reason), the Customer may request deletion of its personal data provided in connection with the Purchase by contacting OVERSEAS NETWORK in writing.

10. Prohibition on the Resale and Transfer of Copa América Product and/or Packages

10.1. The Customer is prohibited from:

(i) directly or indirectly conducting, allowing, permitting, authorizing and/or approving:

- a. any resale, 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 Copa América Products and/or Packages or other benefit or service provided in connection with these Products and/or Packages, 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 Copa América Products and/or Packages;

(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 Copa América Products and/or Packages (or any component of these Products and/or Packages)

11.2. The Customer shall ensure that any Copa América Products and/or Packages are only used by the Customer itself or by its Guests to which the Customer provides the Hospitality Products and/or 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 Copa América Products and/or Packages, or other benefit or service provided in connection with a these Products and/or Packages, and that all Guests are informed in writing by the Customer of this prohibition.

11.4. Any Customer or Guest who is entitled to use any component of a Copa América Products and/or Package must be the same person as the Customer or Guest who uses each of the corresponding components of the relevant Product and/or Package.

11.5. At no stage will a Guest become a party or receive any rights under or in connection with the Product and/or Package Purchase, or be entitled to any recourse against OVERSEAS NETWORK under the Purchase terms.

11. Use of Copa América Product and/or Packages

11.1. The Customer expressly acknowledges and agrees that the purchase of a Copa América Product and/or 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 CONMEBOL Copa América 2024™ or any ancillary event, any Match, any national team, player or official participating in the CONMEBOL Copa América 2024™, OVERSEAS NETWORK, BEYOND HOSPITALITY, or any other affiliated body or event.

11.2. 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, services or products in any manner whatsoever with, the CONMEBOL Copa América 2024™ or any ancillary event, any Match, any national team, player or official participating in the CONMEBOL Copa

América 2024™, OVERSEAS NETWORK, BEYOND HOSPITALITY or any other affiliated body or event.

11.3. The Customer shall not, and shall ensure that each of its Guests shall not, before, during and after the CONMEBOL Copa América 2024™:

11.3.1. use a Copa América Product and/or 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;

11.3.2. conduct any promotional, advertising or marketing activity in connection with the CONMEBOL Copa América 2024™ or any ancillary event, any Match, any national team, player or official participating in the CONMEBOL Copa América 2024™, OVERSEAS NETWORK, BEYOND HOSPITALITY or any other affiliated body or event.

11.3.3. conduct any activity which OVERSEAS NETWORK, Beyond Hospitality, CONMEBOL reasonably believes may lead to an association between the Customer, its Guest and/or the Customer's or its Guests' name, services or products and the CONMEBOL Copa América 2024™, OVERSEAS NETWORK, BEYOND HOSPITALITY or any other affiliated body or event.

11.4. By using any component of a Copa América Product and/or Package, each Customer grants, and confirms that each of its Guests grants, OVERSEAS NETWORK, CONMEBOL and any third party authorized by CONMEBOL the unrestricted right and license to use worldwide and in perpetuity the Customer's and Guests' image, likeness, actions, name, voice and statements in connection with any live or recorded broadcast or other transmission or reproduction of the CONMEBOL Copa América 2024™, in whole or in part, by means of any media existing now or in the future, for any purpose and without compensation, consideration or notification. The Customer waives, and confirms that each of its Guests waives, in advance all rights and actions seeking to oppose such use.

11.5. Nothing in these Terms & Conditions grants any person in possession of a Copa América Product and/or Package the right to capture or produce any photographs, sounds, videos, other audio, visual or audio-visual material, accounts or descriptions of any Package component or any other content relating to the CONMEBOL Copa América 2024™ other than for personal, non-commercial purposes. Any Event Content captured or produced in contravention of this Section 11.6 is strictly prohibited.

11.6. The Customer acknowledges and agrees that any violation by Customer and/or its Guests of the terms relating to the use of a Copa América Product and/or Package pursuant to Sections 11.1 to 11.6 above represents a material breach of these Terms & Conditions by Customer. In such case:

(i) OVERSEAS NETWORK is entitled to terminate with immediate effect the

Sales Agreement pursuant to Section 15.2 below;

- (ii) OVERSEAS NETWORK is entitled to exercise its rights pursuant to Sections 15.3 and 15.4 below; and
- (iii) the Customer acknowledges and agrees to be directly liable to OVERSEAS NETWORK for any direct and indirect damages suffered by OVERSEAS NETWORK, including but not limited to consequential damages, incidental damage, loss of profits, loss of revenues, indirect damages of whatsoever nature or punitive damages.

12. Travel Products and Bundles

Where a US Customer booking is for a Copa América Product and/or Package that OVERSEAS NETWORK has organized, OVERSEAS NETWORK will act as the organizer of the component elements of the Product and/or Package and the Customer will additionally be bound to the terms presented at time of Product and/or Package purchase.

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

13.1. The following limitations of liability apply with respect to all Copa América Products and/or Packages components.

13.2. 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 Copa América PRODUCT AND/OR PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE USING AND/OR ATTENDING ANY OF THE PRODUCT AND/OR PACKAGE ARRANGEMENTS (SERVICES OR ACTIVITIES) AND WAIVES ANY CLAIMS AGAINST OVERSEAS NETWORK, AND ITS AFFILIATES, RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A Copa América PRODUCT AND/OR PACKAGE BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS WHILE WHILE USING AND/OR ATTENDING ANY OF THE PRODUCT AND/OR PACKAGE ARRANGEMENTS (SERVICES OR ACTIVITIES). NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES, LOSSES, COSTS, EXPENSES, CLAIMS OR FEES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF OVERSEAS NETWORK, OR ITS AFFILIATES.

AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, INCLUDING STADIUM PROPERTY, HOTELS, TOURISTIC SITES... COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS, TEMPORARY AND PERMANENT DISABILITY, AND DEATH. PRE-EXISTING RISK FACTORS SUCH AS UNDERLYING MEDICAL CONDITIONS AND ADVANCED AGE MAY MAKE CERTAIN INDIVIDUALS PARTICULARLY VULNERABLE. BY ENTERING ANY HOSPITALITY FACILITY OR ATTENDING ANY ACTIVITIES, THE CUSTOMER CONFIRMS THAT IT AND EACH OF ITS GUESTS VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19. THE CUSTOMER FURTHER ACKNOWLEDGES AND ACCEPTS THAT IT AND EACH OF ITS GUESTS WILL FOLLOW ANY AND ALL RULES AND/OR PROTOCOLS THAT AUTHORITIES

MAY IMPLEMENT THROUGHOUT THE CONMEBOL COPA AMÉRICA 2024™ IN ORDER TO ATTEMPT TO REDUCE THE SPREAD OF OR THE RISK OF CONTRACTING COVID-19 AND THAT THE INABILITY OR UNWILLINGNESS TO COMPLY WITH SUCH RULES AND/OR PROTOCOLS SHALL NOT ENTITLE THE CUSTOMER OR ITS GUESTS TO A REFUND OR ANY OTHER FORM OF COMPENSATION.

13.3. SUBJECT TO SECTION 13.5 BELOW, OVERSEAS NETWORK AND EACH OF ITS AFFILIATES HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN

CONNECTION WITH THE CONMEBOL COPA AMÉRICA 2024™. NEITHER OF THEM SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER, WHO ARE EACH RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.

13.4. SUBJECT TO SECTION 13.5 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER OVERSEAS NETWORK NOR ITS AFFILIATES SHALL 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 PURCHASE TERMS. THE MAXIMUM LIABILITY OF OVERSEAS NETWORK TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE PURCHASE TERMS SHALL NOT EXCEED THE TOTAL PRICE PAID FOR Copa América PRODUCTS AND/OR PACKAGES BY THE CUSTOMER TO OVERSEAS NETWORK IN RESPECT OF THE PURCHASE TERMS.

13.5. NOTHING IN THE PURCHASE TERMS 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 OVERSEAS NETWORK OR ITS AFFILIATES OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13.6. THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THE USE OF ITS Copa América PRODUCT AND/OR PACKAGE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST INDEMNIFIES AND HOLDS HARMLESS OVERSEAS NETWORK AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:

13.6.1. ITS MISUSE OF A PRODUCT AND/OR PACKAGE COMPONENT; OR

13.6.2. THE MISUSE OF A PRODUCT AND/OR PACKAGE COMPONENT BY A MINOR IF THE VOUCHER WAS PROVIDED BY THE CUSTOMER; OR

13.6.3. THE MISUSE OF A PRODUCT AND/OR PACKAGE COMPONENT BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A VOUCHER THROUGH IT; OR

13.6.4. A VIOLATION OF THE Copa América PRODUCTS AND/OR PACKAGES TERMS OF USE, THESE TERMS & CONDITIONS AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR

13.6.5. ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE PRODUCT AND/OR PACKAGE COMPONENT.

THIS MEANS THAT IF A CUSTOMER OR ANY GUEST VIOLATES ANY Copa América PRODUCT AND/OR PACKAGE RELATED RULES, THE CUSTOMER MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT OVERSEAS NETWORK AND ITS AFFILIATES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

13.7. THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE Copa América PRODUCTS AND/OR PACKAGES (AND NOT PART OF THE PRODUCT AND/OR PACKAGE) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER AND EACH GUEST AT THEIR OWN RISK AND OVERSEAS NETWORK SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE CUSTOMER AND ANY GUESTS.

14. Unforeseen Circumstances

14.1. If a Match is rescheduled or relocated owing to a Force Majeure Event, OVERSEAS NETWORK shall use reasonable efforts to arrange for corresponding hospitality services and benefits to be provided at the rescheduled or relocated Match, but will have no obligation to do so. OVERSEAS NETWORK reserves the right to make alterations to the times, dates and locations in connection with the delivery of Copa América Products and/or Packages benefits and services as a result of any such unforeseen circumstances. In the event of a rescheduling or a relocation of a Match, neither party shall be relieved from its obligations under the Purchase terms, it being understood that the respective obligation (together with any payments) shall be transferred and applied instead to the rescheduled/relocated Product and/or Package components.

15. Termination

15.1. In the event that any Customer fails to ensure that OVERSEAS NETWORK receives, in full any amount due and payable, OVERSEAS NETWORK reserves the rights specified in Section 6.8, including, without limitation, the right to terminate the purchased Copa América Product and/or Package in full or in part.

15.2. The Customer acknowledges and agrees that, in the event of a violation or breach of any term of the Copa América Products and/or Packages Terms of Use, these Terms & Conditions or any other relevant laws or

by-laws, OVERSEAS NETWORK shall, in addition to all other rights and remedies that OVERSEAS NETWORK may have, retain the right to:

15.2.1. terminate the Purchased Copa América Product and/or Package in whole or in part immediately without further notice;

15.2.2. render null and void any applicable Product and/or Package components;

15.2.3. refuse the use of hotels, any services and activities arrangements to the offending Customer and/or Guest, or eject the Customer and/or Guest from the corresponding arrangements;

15.2.4. enforce the Purchase terms and/or claim damages; and/or

15.2.5. notify governmental authorities of a violation of the provisions of the Copa América Products and/or Packages Terms of Use, these Terms & Conditions and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.

15.3. The Customer acknowledges and agrees that, in the event of a violation or breach of any term of the Copa América Products and/or Packages Terms of Use or any other relevant laws or by-laws, OVERSEAS NETWORK or its affiliates, in addition to all other rights and remedies that OVERSEAS NETWORK may have, retain the right to:

15.3.1. terminate, in whole or in part, the direct agreement between OVERSEAS NETWORK and the Customer concerning the sale of the Copa América Product and/or Package;

15.3.2. cancel, or render null and void, any components forming part of the Hospitality Product and/or Package; and/or

15.3.3. refuse use of any hotel, services, activities reservations by the offending Customer and/or Guest, or eject the Customer and/or Guest from the corresponding arrangements;

15.4. The Customer acknowledges and agrees that OVERSEAS NETWORK shall be entitled to terminate, in whole or in part, the Copa América Product and/or Package if OVERSEAS NETWORK has exercised any of its rights set out in Section 15.3 above; and

15.5. Further to other termination rights granted under the Purchase Terms and the corresponding right to cancel Hospitality Products and/or Packages reflected in these Terms & Conditions, OVERSEAS NETWORK shall have the right to terminate any Copa América Products and/or Packages in the event of:

15.5.1. any insolvency, bankruptcy filing or liquidation of the Customer;

15.5.2. the appointment of an administrator in respect of the Customer;

15.5.3. the Customer entering into an arrangement with its creditors; or

15.5.4. 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 Copa América Product and/or Package purchase price; provided that any such events occur prior to receipt by OVERSEAS NETWORK of the full purchase price of the Copa América Product and/or Package.

15.6. In the event of termination of the Product and/or Package, any payment made by the Customer, whether in full or in part, will be retained by OVERSEAS NETWORK as partial compensation for the administration, cancellation fees and production costs and/or instead of damages or other compensation. OVERSEAS NETWORK nevertheless retains the right to sue for a higher level of applicable damages.

15.7. The termination of the Product and/or Package for any reason whatsoever shall not affect any provision of the terms which is intended to survive its termination, nor prejudice or affect the rights of either party against the other in respect of any breach of the terms, or in respect of any monies payable by the Customer to OVERSEAS NETWORK in respect of any period prior to termination.

16. Miscellaneous

16.1. Should any provision(s) of these Terms & Conditions and/or the Purchase terms be declared void, ineffective or unenforceable by any competent court, the remainder of the Terms & Conditions and the Sales Agreement will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.

16.2. The Customer acknowledges and agrees that OVERSEAS NETWORK may transfer and assign its rights and obligations under these terms to an OVERSEAS NETWORK Affiliated Company and in the event it does so will notify the Customer in writing.

16.3. The Customer agrees to indemnify and hold harmless OVERSEAS NETWORK and its affiliates, 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:

16.3.1. any claim by any Guest against OVERSEAS NETWORK (or any of its Affiliates) in connection with any purported breach by OVERSEAS NETWORK of the Purchase terms.

16.3.2. any activity conducted by the Customer or any of its Guests which causes damage to OVERSEAS NETWORK (or any of its affiliates) or to the enjoyment of Copa América Products and/or Packages by any other Customer or Guest; and

16.3.3. any activity conducted by the Customer or any of its Guests which infringes the intellectual property rights of

OVERSEAS NETWORK or its Affiliates.

- 16.4. A notice under or in connection with the Purchase Terms must be in writing and must be delivered personally or sent by overnight mail delivery service or by fax or by PDF attached to an email to the party due to receive the notice. OVERSEAS NETWORK's address, fax and email details are those specified on the corresponding invoice. The Customer's address, fax and email details are those specified in the Order Form. Either party may amend such details by written notice to the other party.
- 16.5. The purchase Terms 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 OVERSEAS NETWORK and the Customer.