

**ROYAL NETHERLANDS FOOTBALL ASSOCIATION [KNVB]
STANDARD TERMS AND CONDITIONS**

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Section I: Section I: Introductory Provisions

Introduction

The Royal Netherlands Football Association [Dutch abbreviation: KNVB] drafted these Standard Terms and Conditions to achieve various objectives. The starting point is that anyone involved in the sport of football in the Netherlands - not lastly the Public - has an interest in ensuring that football events happen in an orderly, safe way. Any conduct by individuals or groups of people that endangers or disrupts public order and/or safety at football events is harmful to the reputation and interests of Dutch football. KNVB wrote these Standard Terms and Conditions to be able to achieve order and safety in the broadest sense, and also to be able to limit such disruptive, unsafe behavior at football events. Strict compliance with these Standard Terms and Conditions is mandatory.

Article 1 Definitions

Definitions of terms used in these Standard Terms and Conditions:

- a. KNVB: Koninklijke Nederlandse Voetbal Bond [Dutch for Royal Netherlands Football Association], having its registered office in Zeist [the Netherlands];
- b. Standard Terms and Conditions: these Standard Terms and Conditions;
- c. Public: anyone who attends an Event in the Netherlands or other countries, or who is otherwise present in or near the Stadium before, during or after an Event start time;
- d. Stadium: the Stadium or premises for football where Events happen, and the associated buildings and premises, including entries and access roads;
- e. Event: a happening at a Stadium or on the football premises, including in any case a Football Match as defined in f., or an event a Club participates in;
- f. Football matches:
 - Football games between Clubs in the premiere division, first division, BeNe League Orange and Women's BeNe League;
 - Football matches that are part of the KNVB Dutch Cup ("KNVB Bekercompetitie");
 - Football Matches of Clubs' second teams;
 - Football Matches of Clubs played in the Netherlands and foreign countries in the UEFA club competitions;
 - Other Football Matches a Club participates in, including friendly games played in the Netherlands and foreign countries;
 - Football matches played in the Netherlands and foreign countries by all representing KNVB teams;
 - International Football Matches in UEFA club competitions or of representing teams from foreign football associations happening in the Netherlands;
 - Football Matches of professional football organizations participating in the women's premiere division or foundations involved with the women's premiere division.
- g. Stadium Ban: ban on being present in the immediate vicinity of or in the Stadium during a certain time, unless KNVB has granted advance, written permission;
- h. Club: KNVB and/or an association, foundation, public or private limited company that is allowed to take part in the competitions of the professional football division (premiere division and first division) and/or the BeNe League Orange and Women's BeNe League);
- i. Season: the period from July 1st of any year through June 30th of the following year;
- j. Ticket: a valid proof of access stating the required access provisions or another valid document proving authorization to be present on the premises and subject to a Right of Access;
- k. Club Card: the card issued by a Club granting a Purchase Right;

- l. SCC: Season Club Card: the card issued by the Club granting both a Purchase Right and Right of Access;
- m. Right of Access: the authorization to access a Stadium with valid proof to attend an Event;
- n. Right to Away Game Tickets: the Purchase Right associated with a (S)CC for the purchase of Tickets for a Club's away games.
- o. (S)CC: (Season) Club Card: a general word used for all the cards listed under k.) and l.);
- p. (S)CC holder: (Season) Club Card holder: anyone who has applied for and received a (Season) Club Card (with or without a Right to Away Game Tickets) from the Club;
- q. Purchase Right: the authorization of an (S)CC holder to buy one or more Tickets;
- r. Identification: valid proof of identity as specified in Article 1 of the [Dutch] Compulsory Identification Act;
- s. Drugs: (prohibited) List-I and List-II substances as specified in the [Dutch] Opium Act as well as other substances that can adversely affect a person's awareness and behavior, and use of which can lead to health damage and pose a hazard to the public;
- t. Alcoholic Beverages: a drink that has an alcohol content exceeding one-half percent by volume at a temperature of 20 degrees Celsius (68 F), as specified in the [Dutch] Licensing and Catering Act;
- u. Fireworks: products with an inner or exterior lighting device intended to be ignited for entertainment purposes as specified in the [Dutch] Fireworks Decree, including torches;
- v. KNVB Code of Conduct: the regulations drafted by KNVB regarding the registration and use of personal data.

Article 2 Applicability

The Public as well as anyone buying and/or receiving a Ticket or (S)CC are required to observe the Standard Terms and Conditions. The mode of purchase or receipt of a Ticket or (S)CC is irrelevant in respect of applicability.

Section II: Rights and obligations of the Public and Clubs

Article 3 Access to the Stadium

- 3.1 The Public must carry a valid Ticket and Identification upon Stadium entry and for the entire time they are present in the Stadium. Upon request by a steward, security personnel and/or police, the Public must immediately present a valid Ticket and Identification.
- 3.2 The Public is not permitted to remain and/or be in any part of the Stadium other than the location stated specifically on the Ticket to which the Ticket explicitly entitles the holder.
- 3.3 The Public is only permitted to sit in the place explicitly authorized on the Ticket.
- 3.4 Once the Ticket holder leaves the part of the Stadium specified on the Ticket, the Ticket becomes irrevocably void.
- 3.5 Entries, stairs and paths are also intended for use in emergencies to provide easy entry or exit. The Public is prohibited from lingering there longer than strictly necessary for Stadium entry and exit.
- 3.6 The Public must immediately comply with instructions given by the Stadium or Club management, stewards, Stadium speaker, security personnel and/or police.

Article 4 Date and time of Football Matches

- 4.1 Every effort is made to hold Football Matches on the dates and times scheduled and/or stated on the Ticket. However, the organizers of Football Matches reserve the right to make changes at any time, if they deem necessary.

- 4.2 The Public shall not be entitled to restitution of all or part of the price of a Ticket and/or any other compensation (financial or otherwise) due to the cancellation, discontinuation or non-completion of play of a Football Match. Nor shall the Public be entitled to such if there is a decision by a disciplinary body, KNVB or public authorities for a Football Match previously played or discontinued to be played again or continued without the Public. This also applies if an Event's time and/or location is changed or if the referee decides that all or part of the Football Match cannot proceed.

Article 5 Transferability and liability

- 5.1 Offer, (re)sale and/or issue of Tickets is prohibited, unless this takes place as part of an individual non-commercial transaction and this does not endanger safety.
- 5.2 Without the Club's advance written permission, use of direct and/or indirect Football Match Tickets as specified in Article 1 under f. and Event Tickets as specified in Article 1 under e. is prohibited for commercial purposes, including but not limited to promotions, advertising for items, prizes for competitions or as part of a package (including packages offered by bus companies, tour operators (bus or otherwise) or travel agencies).
- 5.3 Violation of these provisions shall cause the Ticket to be void, without right to repayment of the purchase price.
- 5.4 Those who have purchased and/or received a Ticket and sell and/or voluntarily give another person that Ticket are and remain severally liable for any damage that other person causes in or to the Stadium, notwithstanding that other person's own liability.

Article 6 Regulations, bylaws and other applicable rules

When Football Matches are played, the KNVB bylaws, regulations and/or other applicable rules are observed, as are those of organizations who are at any time affiliated with KNVB or other rules with which KNVB has agreed to comply.

Article 7 Alcohol, Drugs and merchandise

- 7.1 It is prohibited for the Public to enter and/or be present in the Stadium when under the influence of drink and/or of Drugs.
- 7.2 Bringing Alcoholic Beverages and/or Drugs into the Stadium is prohibited at any time. Consumption of Alcoholic Beverages is permitted exclusively in the Stadium cafeteria(s), only if and to the extent that permission has been received to do so from the Stadium management and/or Club management of the hosting Club. This is subject to the requirement that government-issued permits are on hand for this.
- 7.3 Sale or offer of merchandise, including but not limited to beverages, food, souvenirs, T-shirts, scarves and small flags or having such items for intended sale or offer is only permitted if and to the extent permission has been received from the Stadium management and/or Club management of the hosting Club. This is subject to the requirement that government-issued permits are on hand for this.
- 7.4 KNVB reserves the right at any time to refuse advertising associated with and/or resulting from direct or indirect advertising campaigns/actions of sponsors not directly affiliated with KNVB in a Stadium where a Football Match is taking place of one or more representative KNVB teams or a Football Match that is part of a KNVB cup competition.
- 7.5 The Stadium management and/or Club management of the hosting Club reserve the right to entirely prohibit or restrict the sale of merchandise, including the sale of Alcoholic Beverages, or to do so at certain times and/or in certain parts of the Stadium.

Article 8 Unauthorized objects and conduct

- 8.1 Bringing objects into the Stadium that can be hazardous to health, safety and/or public order is prohibited. These objects include but are not limited to:
- bottles;
 - glass cups;
 - cans;
 - sticks/canes (exceeding 1 meter in length (= approx. 3.3 feet) and 2 cm in diameter (= approx. .79 inches));
 - banners and/or other objects depicting, in the judgment of stewards, security personnel and/or police, discriminatory and/or provocative words, images or shapes;
 - chains;
 - weapons intended for striking;
 - weapons intended for stabbing;
 - weapons intended for thrusting.
- 8.2 Bringing Fireworks into the Stadium is prohibited. Having, possessing or igniting Fireworks is also prohibited.
- 8.3 Throwing any object and/or any liquid in the Stadium is prohibited.

- 8.4 Use, presence or possession in the Stadium of anything that, in the Stadium management's and/or Club management's, stewards', security personnel's and/or police's judgment, cause or might cause unnecessary annoyance and/or hindrance to other people or that could cause a hazard and/or damage to another person or property is prohibited. This includes anything that makes noise exceeding the level a fan would normally produce.
- 8.5 Conduct in the Stadium that can be perceived by others as provocative, threatening or insulting is prohibited. Also prohibited is the creation of any hazard and/or damage to one's own or others' health or safety or to damage other people.
- 8.6 Climbing lighting poles, fences, roofs, dug-outs and other equipment and/or structures in the Stadium is prohibited. Entering the field of play, including entry of the area directly next to the field of play not freely accessible to the Public without the Club's explicit permission is also prohibited.
- 8.7 Bringing animals into the Stadium is prohibited. Stewards, security personnel and/or police are exempt from this restriction.
- 8.8 Stewards, security personnel and/or police are entitled to frisk the Public for possession of unauthorized objects and to confiscate these objects after permission has been granted or if a suspicion exists as specified in the [Dutch] Code of Criminal Procedure, Article 27. If requested permission is not granted, the stewards, security personnel and/or police have the right to refuse entry to the Stadium or to order that the person leave the Stadium or to remove the person from the Stadium.
- Objects confiscated are returned to the owner after the game is over upon request, unless these objects are legally prohibited.
- 8.9 The Public must remain recognizable and identifiable while in the Stadium, on the understanding that it is prohibited to cover one's face in such a way with head coverings (e.g. hats, hoods), scarves, shawls and/or other materials which render recognition by stewards and/or security personnel and/or police and/or biometric applications partially or completely impossible.
- 8.10 A holder of an (S)CC for a Club playing away is not permitted to be in and/or around the Stadium where an Event is taking place without possessing a valid Ticket, if the local authorities have decided to organize mandatory transport to the Stadium from the hosting Club (known in Dutch as "combiregeling" (= "combination regulation")).

Article 9 Audio and/or visual recordings

- 9.1 Audio and/or visual recordings of the Event and/or attending guests are prohibited, as is cooperating with any activity to this end for any purpose other than private use. Media photographers, videographers or journalists who in the Club's judgment are authorized are exempt from this restriction, provided they do not exceed the limits of their accreditation. The relevant Club's advance written permission is required before audio and/or visual recordings or photographs of any form can be made for radio, television, internet and/or mobile apps. The relevant Club has the authority to grant or deny such permission.

- 9.2 Anyone in the Public at an Event:
- a. acknowledges that the Event is a public, open and commercial Event;
 - b. agrees to the recording and/or use of their name, voice, portrait or image broadcast live or otherwise or recorded audio and video display, broadcast or other form of distribution, such as photos or other current or future media technologies;
 - c. gives unconditional permission for the use of recordings/images, as specified in b., for no compensation, for an indefinite time and worldwide;
 - d. shall not hold the Club liable nor parties using audio and/or visual material with the Club's permission liable for commercial or non-commercial purposes for such use;
 - e. waives their portrait rights in respect of images in or around the Stadium in which they are recognizably depicted.

Article 10 Penalty

10.1 The stewards, security personnel and/or police can do the following regarding anyone violating these Standard Terms and Conditions or who is suspected of engaging in football-related misconduct or acting in a manner to damage the reputation and/or interests of football:

- refuse them entry to the Stadium;
- remove them from the Stadium; or
- hand them over to the police.

The immediate consequence is that the person's or persons' Ticket becomes void and can be revoked, without creating any right to restitution.

10.2 KNVB is entitled to impose Stadium bans (nationally or otherwise), with due observance of the Stadium Ban Period Directive for the relevant season. This directive can be viewed and downloaded at www.knvb.nl. KNVB can impose Stadium bans on anyone who, according to a report by a Club or the Public Prosecutor, in and/or outside of the Stadium as part of an Event:

- has acted in violation of these Standard Terms and Conditions; and/or
- has committed a crime; and/or
- who is suspected of football-related bad conduct; and/or
- has behaved in such a manner as to damage the reputation and/or interests of football;

all without prejudice to any duty to pay damages by civil law. This does not detract from the Clubs' authority to impose Stadium bans (locally).

10.3 If KNVB has imposed a Stadium ban by virtue of Article 10.2, the person involved shall owe KNVB an immediately payable penalty a maximum of € 450 per violation of these Standard Terms and Conditions or per criminal act and/or act which damages the reputation and/or interests of football. No notice of default or judicial intervention is required for this. KNVB will allocate the penalty amount towards promoting the safety of professional football. This penalty does not detract from the authority of the Club and/or third parties to demand payment of damages under civil law.

- 10.4 If a person has been banned from the Stadium, they must provide KNVB with an official, recent color passport photograph bearing an accurate resemblance of themselves within six weeks of being banned. This enables enforcement of proper compliance with the Stadium ban. If the banned person does not comply or misses this deadline, the length of the Stadium ban is doubled in a manner to be indicated by KNVB. KNVB is entitled to provide the color photo to the Clubs for purposes of identifying those banned from a stadium.
- 10.5 KNVB also has the authority to impose a Stadium ban on the basis of a power of attorney granted to KNVB by a Club, without prejudice to the provisions of these Standard Terms and Conditions.
- 10.6 KNVB is entitled to lengthen the duration of a Stadium ban, if there is a violation of a Stadium ban imposed on the basis of Article 10.2 or Article 10.5.
- 10.7 If a Stadium ban imposed by KNVB is violated, regardless of whether it was imposed on the basis of Article 10.2 or 10.5 of these Standard Terms and Conditions, the person violating the ban shall owe KNVB an immediately payable penalty not to exceed € 900 for the first infraction, € 1500 for the second infraction and € 2000 for the third and every subsequent infraction. No notice of default or judicial intervention is required for this. KNVB will allocate the penalty amount towards promoting the safety of professional football. This penalty does not detract from the authority to demand payment of damages under civil law.
- 10.8 KNVB can take the measures it deems necessary for enforcement of a Stadium ban imposed by virtue of Articles 10.2, 10.5 and 10.6.
- 10.9 Papers are served by a process-server on the person involved for the measures as specified in Articles 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7. The person involved must pay the expenses of this.
- 10.10 KNVB bears no liability for any damage arising from a wrongly imposed Stadium ban - if this should appear to be the case after the fact - unless there is a case of gross negligence or willful act on the part of KNVB.

Article 11 Appeal

- 11.1 In the event KNVB has imposed a Stadium ban on a person pursuant to Articles 10.2, 10.3, 10.4, 10.5, 10.6 and/or 10.7 and/or has imposed a penalty, that person can appeal to the KNVB Stadium Bans Commission. The appeal has no suspensive effect. Nor does it detract from possibilities to present the dispute to the civil court.
- 11.2 The notice of appeal must be sent registered to the KNVB Stadium Bans Commission. It must be received within 14 days of the postmark of the decision by the KNVB Stadium Bans Commission or else the appeal will be inadmissible. The KNVB Stadium Bans Commission will decide within 30 days after receipt of an admissible notice of appeal. The person involved will be sent the decision in writing. This period can be extended by 30 days by the KNVB Stadium Bans Commission. The Stadium Bans Commission notifies those involved in writing of this. The periods stated in this Article do not apply if the person involved requests a delay.

- 11.3 The Stadium Bans Commission can uphold or change or overturn all or part of the decision by KNVB to impose a Stadium ban and/or a penalty.

Section III: Provisions for (S)CC holders

Article 12 Request, Ownership and use of the (S)CC

- 12.1 The Club reserves the right at all times to refuse an application to purchase or to not accept an (S)CC and/or a different Ticket.
- 12.2 The (S)CC remains the property of the Club at all times. The (S)CC holder must hand in their (S)CC to the Club upon first request/notice if one of the instances specified in Articles 10, 12, 14 and/or 17 of these Standard Terms and Conditions occur.
- 12.3 Having an SCC and a Club Card in the same name at one time is not permitted. Nor is it permitted to have more than one Club Card in the same name. Having multiple SCCs in the same name is permitted, provided Article 5 of these Standard Terms and Conditions is observed.
- 12.4 The use of the Club Card is strictly personal. The Club Card holder is not permitted to allow another person to use their Club Card.
- 12.5 The SCC holder is allowed to allow another person to use a SCC for Right of Access but not for Purchase Right.
- 12.6 The Right to Away Tickets is only granted to those who are registered as (S)CC holders in the Season for which the application for the Right to Away Tickets is filed. This Right to Away Tickets is strictly personal and non-transferable.

Article 13 Other rights and obligations of the (S)CC holder

- 13.1 The (S)CC grants a Purchase Right to buy Tickets for Club Events via the sales channels designated by the Club. This Purchase Right constitutes no guarantee of obtaining a Ticket to an Event. In addition, a Club can stipulate other benefits of a (S)CC.
- 13.2 The Club stipulates the number of Rights to Away Tickets, as well as the mode of issue.
- 13.3 At the first request of stewards, security personnel and/or police, (S)CC holders are required to show them their (S)CC.
- 13.4 The (S)CC holder is required to provide the Club with an official color passport photo with a clear likeness of the (S)CC holder at the Club's first request. The (S)CC holder is required to provide valid Identification at the time of providing the photo.

Article 14 Termination of validity of (S)CC

- 14.1 The Club has the authority to temporarily or permanently void the (S)CC in full or part if:
- a. the (S)CC holder, or someone who has gained access to an Event or Stadium via the (S)CC holder or using the (S)CC, who is suspected of engaging in football-related misconduct or acting in a manner to damage the reputation and/or interests of football;
 - b. the (S)CC holder does not comply with the obligations set out in these Standard Terms and Conditions;
 - c. the (S)CC holder, or someone who has gained access to an Event or Stadium via the (S)CC holder or using the (S)CC, on whom any measure have been imposed following football-related or other misconduct at any Event or in any Stadium;
 - d. the (S)CC holder, or someone who has gained access to an Event or Stadium via the (S)CC holder or using the (S)CC holder, who in whatever way violates the terms and conditions or commits football-related misconduct;
 - e. the (S)CC holder provided false data with the application to the (S)CC;
 - f. the (S)CC holder otherwise provided false information or acts fraudulently during their registration as an (S)CC holder or as part of any activity that is connected with their capacity as (S)CC holder;
 - g. the (S)CC holder commits fraud when obtaining Tickets;
 - h. termination or suspension for other reasons as the Club deems necessary.
- 14.2 The validity of the (S)CC will end immediately in any case as soon as the (S)CC holder dies or if the (S)CC holder withdraws full or partial consent as stated in Article 15.1.
- 14.3 The (S)CC holder cannot use the rights associated with the (S)CC anymore if the (S)CC is terminated or voided.

Article 15 Registration

- 15.1 The (S)CC holder acknowledges and agrees to the registration by the Club of the following data: name, address, city, phone number, color passport photo, date of birth and type of proof of identity. This information will be registered in a Club database and/or by an organization who processes the information as ordered by and under the responsibility of the Club for the purposes of the (S)CC agreement.
- 15.2 All information regarding the (S)CC holder as stated in Article 15.1 of these Standard Terms and Conditions can be provided by the Club to KNVB and vice versa as stated in Article 15.3 of these Standard Terms and Conditions. The Clubs are also entitled to share this information with each other. If the Club or Clubs receive(s) additional information about the (S)CC holder, this will only be used for the purposes stated in Article 15.3 of these Standard Terms and Conditions.

- 15.3 The processing of the information referenced in this Article is intended for the identification of persons:
- who are violating these Standard Terms and Conditions in or near the Stadium; and/or
 - who are suspected of (football-related) misconduct; and/or
 - who have behaved in such a manner as to damage the reputation and/or interests of football in or in the immediate vicinity of the Stadium; and/or
 - upon whom a Stadium ban has been imposed in order to be able to deny them access to the Stadium or to enforce the Stadium ban.
- 15.4 A Club and/or KNVB is also entitled to provide the color passport photo as referred to in Article 15.1 of the Standard Terms and Conditions to the police and/or Public Prosecutor. However, they shall do so exclusively for the benefit of one of the purposes set out in Article 15.3 of the Standard Terms and Conditions, particularly enforcement of a Stadium Ban.
- 15.5 If and as soon as the Club has terminated the validity of an (S)CC by virtue of Article 14.1 of the Standard Terms and Conditions temporarily or permanently, or KNVB has imposed a Stadium ban on the basis of Article 10.2 of the Standard Terms and Conditions, the number of the (S)CC is automatically registered in a KNVB database. This registration is equal in duration to the termination and/or Stadium ban.
- 15.6 KNVB is entitled to provide a Club with the number of all (S)CCs stated in Article 15.5 of the Standard Terms and Conditions for the purposes stated in Article 12.3 and Article 15.3 of the Standard Terms and Conditions.
- 15.7 The (S)CC holder is entitled to request an overview of the information regarding them registered by the Club. Correction, removal or screening can be requested if the information is incorrect, irrelevant to the purposes or otherwise processed in violation of the Personal Data Protection Act. The (S)CC holder can contact KNVB, legal affairs department, P.O. Box 515, 3700 AM Zeist.
- 15.8 The processing by KNVB of the information referred to in this Article has been reported to the Personal Data Protection Commission. The conditions subject to which this information is processed can be found on the KNVB website (www.knvb.nl) and in the KNVB Code of Conduct.
- 15.9 The processing by the Club of the information referred to in this Article has been reported to the Personal Data Protection Commission. The conditions subject to which this information is processed can be found on the website of the relevant Club and/or can be requested from the relevant Club.

Article 16 Loss or theft of the (S)CC

- 16.1 The (S)CC holder is required to immediately report loss or theft of the (S)CC to the Club and to file a report with the police.
- 16.2 The Club will provide the (S)CC holder with a replacement (S)CC as quickly as possible for actual expenses, upon provision of a copy of the police report.

Article 17 Period of validity of an (S)CC and cancellation

- 17.1 Unless an indefinite period has been agreed, an SCC is valid for the duration of one Season.

17.2 The SCC holder can cancel their SCC in writing (early), but restitution is only possible if an indefinite period of validity has been agreed. In that case, restitution is limited to the remainder of the Season.

17.3 A Club Card can be purchased for one or more Seasons. The Club Card is valid for the period stated on it. The holder of a Club Card can cancel their Club Card early, but no restitution will be made.

Section IV: Final provisions

Article 18 Change in the Standard Terms and Conditions

KNVB may change these Standard Terms and Conditions at any time. The changed terms and conditions become immediately effective upon change.

Article 19 Exoneration clause

The Public uses the Stadium entirely at its own risk. The Club is in no way liable for any damage and/or expenses unless there is a case of gross negligence or willful act on the part of the Club.

Article 20 Applicable law

Dutch law is applicable to these Standard Terms and Conditions.

Article 21 Information and copies

If requested, information regarding and copies of these terms and conditions are provided, within reasonable limits, by KNVB, legal affairs department for professional football, P.O. Box 515, 3700 AM Zeist (phone: 0343 - 499 518 and fax: 0343 - 499 198). These terms and conditions can also be viewed/downloaded via www.knvb.nl. They have been filed with the District Court in Utrecht.