

# Terms and Conditions of Use for UEFA Frequency Management Portal (UEFA-FMP)

## 1. Introduction

- 1.1. The use of certain wireless equipment in a jurisdiction may be subject to oversight, regulation and/or restrictions imposed by applicable law, and administered by a competent authority ("Competent Authority") in such jurisdiction.
- 1.2. The UEFA-FMP Online Frequency Coordination Tool (hereinafter referred to as "UEFA-FMP") helps to coordinate the use of wireless equipment at events so that as far as possible no interference is experienced. The tool and rights are owned by Schweizerische Radio- und Fernsehgesellschaft (SRG SSR) and sublicensed to UEFA Events SA by the affiliate of SRG SSR, Schweizer Radio und Fernsehen ("SRF").

## 2. Scope of Application

- 2.1. UEFA Events SA provides Applicants the use of the UEFA-FMP, including any services, content and software ("Services"), subject to these Terms and Conditions of Use and any documents referred to in them (together, the "Terms").

## 3. Terms and Conditions of Use

### Registration requirement

- 3.1. By registering on the UEFA-FMP, the user (the "**Registered User**") acknowledges and agrees to the following Terms for and on behalf of the applicant they represent (such applicant being an individual or entity that intends to apply for frequencies via the UEFA-FMP) (the "**Applicant**").
- 3.2. Registration as a **Single User** is achieved by the Registered User using the 'CREATE ACCOUNT' function on the UEFA-FMP website (<https://frequencies.uefa.ch>). The minimum details required for registration are:
  - a. email address;
  - b. password;
  - c. first name and last name of Registered User;
  - d. full legal name of Applicant and address details (incl. postcode, town and country); and
  - e. mobile phone number; and
  - f. phone number.

If no written or electronic confirmation is received within 14 calendar days of registering in accordance with Section 3.2(a) above, confirmation of registration by UEFA Events SA will be deemed as having been tacitly given.

- 3.3. Registration as an **HF Officer** (High Frequency Officer which requires company affiliation) is achieved by the following two steps:
  - a. send a registration application to [frequencies@uefa.ch](mailto:frequencies@uefa.ch) (subsequently referred to as the "**Administration Office**") with the following details:

- i. email address;
    - ii. first name and last name of Registered User(s);
    - iii. full legal name of Applicant and address details (incl. postcode, town and country); and
    - iv. mobile phone number; and
    - v. phone number
  - b. the registration application will be checked by the Administration Office and, if all the criteria have been met, the Applicant will be informed in writing or electronically that the Registered User(s) have been assigned the user role of an HF Officer. The decision will be based on the following criteria:
    - i. the UEFA-FMP shall be used solely in relation to UEFA EURO 2020™; and
    - ii. the Applicant has been authorised by UEFA Events SA and/or SRF to act as a Frequency Manager on behalf of UEFA.
- 3.4. UEFA retains the right to delete Registered Users whose details have not been correctly recorded or who are no longer active (no activity for more than 6 months), or Single Users who are using UEFAFMP as HF Officers.

#### Use and Authorisation

- 3.5. UEFA-FMP can be used in two ways:
- a. as a Single User (see above) with the following usage rights:
    - i. registering for events;
    - ii. looking up information about events; and
    - iii. recording details of one's own equipment; and
  - b. as an HF Officer (see above) with the following usage rights:
    - i. entering and processing events;
    - ii. recording details of one's own equipment;
    - iii. managing relevant frequencies;
    - iv. user administration (creating, changing or deleting a user) for the Applicant for which the HF Officer is registered; and
    - v. looking up information about events.
- 3.6. Access to use UEFA-FMP is exclusively via the web application at the URL <https://frequencies.uefa.ch>

#### Liability and Warranty

- 3.7. To the greatest extent permitted by law, UEFA Events SA is liable neither for the correct functioning nor for the proper application of frequency administration via UEFA-FMP, nor for any resultant loss or damage. This applies to all types of loss or damage, in particular to loss or damage arising from faults, delays or interruptions to transmission, technical system and service malfunctions,

incorrect content, loss or deletion of data, viruses or in any other way when using UEFA-FMP. Neither is UEFA Events SA liable for interruptions to the quality of access due to force majeure or because of occurrences for which UEFA Events SA is not responsible, in particular communication network outages. UEFA Events SA accepts no responsibility for ensuring that the website functions without any interruptions or faults or for ensuring that any faults which do occur are rectified. Use of UEFA-FMP does not guarantee that it can be applied without interference or disruption.

- 3.8. The UEFA-FMP is provided without warranty of any kind, express or implied, including but not limited to the accuracy of the data and links held in the UEFA-FMP. In particular, UEFA Events SA accepts no warranty for ensuring that the <https://frequencies.uefa.ch> website and the UEFA-FMP without any interruptions or faults or for ensuring that any faults which do occur are rectified.
- 3.9. The Applicant, or any other relevant party, shall be responsible for any fine, penalty or cost imposed by a Competent Authority, a court, or any other competent body, concerning the use of wireless devices by the Applicant, or any other relevant party, otherwise than in accordance with any applicable law or regulation in the applicable jurisdiction.
- 3.10. Notwithstanding anything within these Terms, the Applicant agrees to fully indemnify and hold UEFA Events SA, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, fine, claims or expenses (including attorneys' fees), made against UEFA Events SA by any third party due to or arising out of or in connection with the Applicant's unlawful use of a wireless device (including non-compliance with the terms of a relevant licence issued by a Competent Authority).

#### Concession, Copyright and Exclusion of use

- 3.11. The UEFA-FMP outlines, in an entirely non-exhaustive manner, which wireless devices are subject to a regulatory requirement for a user to obtain a licence in the relevant jurisdictions in which UEFA EURO 2020™ is held. It is expressly the responsibility of the Applicant to ensure that the correct devices are licensed with the competent authority. UEFA Events SA assumes no responsibility for the correctness and suitability of the devices proposed for concession.
- 3.12. Notwithstanding the existence of, or any information provided through, the UEFA-FMP, the Applicant and any other party remains solely responsible for complying with all applicable laws and regulations concerning the use of wireless devices in any jurisdiction.
- 3.13. The application for the relevant frequency concession or licence with the relevant Competent Authority for any UEFA EURO 2020™ venue is managed by UEFA Events SA on behalf of the Applicant. The application is subject to the payment of a handling fee to UEFA Events SA using the payment service Six. The Applicant shall be responsible for all costs arising from relevant frequency concessions or licences granted to the Applicant.
- 3.14. Any payments due by the Applicant in relation to its application for frequencies shall be made within 10 working days and be non-refundable.
- 3.15. Upon delivery of any relevant frequency concession or licence, the Applicant will be notified via the UEFA-FMP.
- 3.16. In no event does UEFA Events SA or any of its representatives warrant the interference-free operation of the allocated frequencies. In case of any issues in regard to the allocated frequencies, please contact the responsible frequency manager.
- 3.17. UEFA-FMP is the property of SRG and its licensors and, without the consent of

SRG, may not be altered, transferred, distributed, stored, copied or re-published.

- 3.18. In the event of any infringement of these provisions or of any other misuse or infringement of legislation, UEFA Events SA is entitled to exclude an Applicant and/or any Registered User without giving notice and to demand appropriate compensation.

#### **4. Data Protection**

- 4.1. This Section 4 provides information on how UEFA Events SA collects and processes certain personal data (“**data**”) of Registered Users in connection with the UEFA-FMP, including, without limitation, the data specified in Section 3.3 above, and whether the data was obtained from the Registered User or from third parties.

- 4.2. It is important that Registered Users read this Section 4 together with the UEFA privacy policy which contains more detailed information about the data processing of UEFA Events SA and can be accessed at <http://www.uefa.com/privacypolicy.html>.

- 4.3. UEFA Events SA and its affiliates may collect, use, store and transfer the data described in Section 4.1 above for the following purposes:

- a. registration of the Registered User as a user of the UEFA-FMP;
- b. to process the Registered User’s applications (on behalf of the Applicant) including managing payments;
- c. to manage the relationship between UEFA Events SA, frequency authorities and the Applicant; and
- d. to administer and protect the UEFA business and website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).

- 4.4. UEFA Events SA may share Registered Users’ data with the parties set out below for the purposes set out in Section 4.1 above:

- a. relevant Competent Authorities;
- b. SRG;
- c. SRF;
- d. Six;
- e. EBP Schweiz AG, for the purposes of software development, hosting and maintenance of the UEFA-FMP;
- f. UEFA and other affiliates of UEFA Events SA; and
- g. Microsoft, for the purposes of storing data on the foreign servers shown in the following link:  
<http://download.microsoft.com/download/7/5/9/759E2283-F517-430E-84AF-0151988C117A/WindowsAzurePrivacyOverview.pdf>.  
These servers are currently located in Ireland and in the Netherlands. According to an assessment by the FDPIC (as at 12.01.2017), both of these countries provide an appropriate degree of protection for natural persons (see the FDPIC’s list of countries at <https://www.edoeb.admin.ch/edoeb/en/home/data-protection/arbeitsbereich/transborder-data-flows.html>).

each of which may be located outside of the European Economic Area (“**EEA**”). Please see the UEFA privacy policy which can be accessed at <http://www.uefa.com/privacypolicy.html> for information on sharing data outside of the EEA.

- 4.5. By registering (through a Registered User) and, by implication, accepting these Terms, the Applicant agrees that their details are being made fully accessible to the parties mentioned in Clause 4.4 of these Terms and Conditions. Access to these details is necessary so that a Registered User can log on, for example at an event, where he must be available to answer queries. However, Applicants cannot see each other's personal data as described in Clause 3.2 and 3.3 lit. a of these Terms and Conditions.
- 4.6. Except as expressly stated in this Section 4, UEFA Events SA will, as a matter of principle, not pass an Applicants' nor a Registered Users' details to third parties nor make such details accessible to third parties. Applicants and Registered Users have the option of amending their details at any time. Users should ask the UEFA-FMP administration office in writing (e-mail to [frequencies@uefa.ch](mailto:frequencies@uefa.ch)) if they wish to have their details deleted.

## **5. Concluding provisions**

- 5.1. UEFA Events SA, SRG and/or SRF may, at any time, adjust, amend or delete the functions of UEFA-FMP or the user roles within UEFA-FMP. Registered Users will be notified of any such changes on their next login to the UEFA-FMP (or by email).
- 5.2. The Terms must be accepted when registering. Changes to the Terms will be notified to Applicants through the Registered User's next login to the UEFA-FMP. If an Applicant does not agree to the revised Terms, they must take positive steps to contact the UEFA-FMP administration office ([frequencies@uefa.ch](mailto:frequencies@uefa.ch)) to have their account deleted (or that of a Registered User).
- 5.3. Swiss law and any relevant and mandatory laws of the jurisdiction in which the Applicant resides applies to all legal relationships between UEFA Events SA and the Applicant. The sole court of jurisdiction in the event of disputes arising from these terms and conditions of use is Nyon.