

## Tokyo 2020 - Terms and Conditions of Ticket Purchase and Use

The Tokyo Organising Committee of the Olympic and Paralympic Games (“**Tokyo 2020**”) has established the following terms and conditions for the purchase and use of Tickets to the Games. Please read these terms and conditions carefully when purchasing and using Tickets. By applying to purchase Tickets or receiving, possessing or using Tickets, the Users will be considered to have understood, accepted and agreed to comply with the terms and conditions.

### Chapter 1 Definitions and Interpretation

#### Article 1 Definitions

Unless separately defined herein, the definition of each of the terms used in these terms and conditions shall be as follows:

- (1) “**Applicant**” means the Person who has made an application to the Authorised Ticket Source to purchase a Ticket.
- (2) “**Authorised Hospitality Package Provider**” means, collectively, Tokyo 2020 Official Trip Package Providers, Tokyo 2020 Olympic Official Hospitality Package Providers and any other distributors appointed by Tokyo 2020 to sell hospitality packages in Japan.
- (3) “**ATR**” means an authorised ticket reseller which is the NOC or NPC and/or an entity nominated by the NOC or NPC, approved by Tokyo 2020 and the IOC or IPC to promote, sell and distribute Tickets within the designated territory of the relevant NOC or NPC.
- (4) “**Authorised Ticket Source**” means Tokyo 2020, ATR, Authorised Hospitality Package Providers or any other Person who is appointed or authorised by Tokyo 2020 to sell or distribute Tickets to a third party.
- (5) “**Force Majeure**” means any cause beyond Tokyo 2020’s reasonable control, including, without limitation, acts of God, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, flood, theft, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, public health emergency, and acts or regulations of national or local governments
- (6) “**Games**” means the Games of the XXXII Olympiad and the Tokyo 2020 Paralympic Games.
- (7) “**Games Body**” means collectively the IOC, IPC, JOC, JPC, NOCs, NPCs, IFs, NFs, Tokyo 2020 or any other organising committee of an Olympic or Paralympic Games.
- (8) “**Holder**” means the Person who has legitimate authority to possess a Ticket, such as a person who possess a Ticket purchased from Authorised Ticket Source, or has received a Ticket from the Purchaser or a third party pursuant to the Terms and Conditions.
- (9) “**IF**” means the International Federation, an organisation recognised by the IOC or IPC for each sport.
- (10) “**IOC**” means the International Olympic Committee.
- (11) “**IPC**” means the International Paralympic Committee.
- (12) “**Japanese Resident**” means an individual who resides in Japan.
- (13) “**JOC**” means the Japanese Olympic Committee.

- (14) “**JPC**” means the Japanese Paralympic Committee.
- (15) “**NF**” means the National Federation or National Governing Body for each sport.
- (16) “**NOC**” means the National Olympic Committee of each country.
- (17) “**NPC**” means the National Paralympic Committee of each country.
- (18) “**OCOG**” means the Organising Committees for the Olympic Games that will be held after the Games; namely, Beijing 2022, Paris 2024, Los Angeles 2028 and the city to be awarded the right to host the Olympic Winter Games in 2026.
- (19) “**On-Site Authorised Ticket Sources**” means the official on-site box offices authorised by Tokyo 2020 to sell or deliver Tickets. On-Site Authorised Ticket Sources will be installed at the Main Ticket Centres and near the Venues.
- (20) “**Person**” means an individual, corporation, association or any other legal person.
- (21) “**Personal Information**” means information regarding a living individual that can identify a specific individual.
- (22) “**Purchaser**” means the Person who has purchased a Ticket pursuant to the Terms and Conditions
- (23) “**Session**” means a period of time for which a single Ticket to a cultural event or sport event has been issued (including preliminaries, qualifying and final athletic competitions, the opening ceremony, closing ceremony, and potentially the medal ceremonies and other ceremonies).
- (24) “**Terms and Conditions**” means, collectively, these terms and conditions, the Ticket Guide, the provisions of the Ticket Application Form, Tokyo 2020’s Privacy Policy (<https://tokyo2020.org/en/privacy-policy/>), the Venue Rules, and any other rules separately provided in regard to the Tickets by Tokyo 2020.
- (25) “**Tickets**” means the tickets for the Games issued by Tokyo 2020.
- (26) “**Ticket Application Form**” means the hard-copy or online application form that needs to be filled out in order to apply for the purchase of the Tickets.
- (27) “**Ticket Guide**” means the Ticket Purchase Guide for Tokyo 2020 Ticketing Website issued by Tokyo 2020. The Ticket Guide is available on the Tokyo 2020 Ticketing Website (<https://ticket.tokyo2020.org/>)
- (28) “**Tokyo 2020 Official Trip Package Provider**” means a Person who is appointed by Tokyo 2020 to sell Tokyo 2020 Olympic Official Trip Packages (namely, domestic trip packages including Tickets for the Games of the XXXII Olympiad) or Tokyo 2020 Paralympic Official Trip Packages (namely, domestic trip packages including Tickets for the Tokyo 2020 Paralympic Games).
- (29) “**Tokyo 2020 Olympic Official Hospitality Package Provider**” means a Person who is appointed by Tokyo 2020 to sell Tokyo 2020 Olympic Official Hospitality Packages (namely, an in-venue hospitality package product including Tickets for the Games of the XXXII Olympiad).

- (30) **“Tokyo 2020 Ticket Resale Service”** means the official online platform service enabling the authorised resale of Tickets by Purchasers who purchased the Tickets directly from Tokyo 2020.
- (31) **“Tokyo 2020 Ticketing Website”** means the official website (<https://ticket.tokyo2020.org/>) providing information about the Ticketing Programme and the opportunity to purchase Tickets
- (32) **“User”** means, collectively, the Applicant, the Purchaser and the Holder.
- (33) **“Venue”** means any location under the control of Tokyo 2020 where a Session is to be held and which requires a Ticket to access.
- (34) **“Venue Rules”** means the rules and regulations provided for each Venue, the details of which may be confirmed at the website of each Venue or the On-Site Authorised Ticket Source of each Venue.

## Chapter 2 Application of Terms and Conditions

### Article 2 Scope of Terms and Conditions

1. All Tickets shall be subject to the Terms and Conditions and all Users shall comply with the Terms and Conditions when applying for, purchasing, receiving, holding, using or reselling the Tickets, and the rights of Users in relation to Tickets are limited to those granted by Tokyo 2020 under the Terms and Conditions.
2. Tokyo 2020 may set out separate rules for any specific event held by Tokyo 2020, in which case, Users who attend such event shall become subject to such separate rules in addition to the Terms and Conditions.

### Article 3 Changes to Terms and Conditions

Tokyo 2020 reserves the absolute right to change the Terms and Conditions from time to time. If such changes will materially affect the rights of Users, Tokyo 2020 shall notify the Users of such changes by a method to be determined by Tokyo 2020. The latest version of these terms and conditions is available on the Tokyo 2020 Ticketing Website.

## Chapter 3 Tickets

### Article 4 Tickets Issued by Tokyo 2020

1. All Tickets remain the exclusive property of Tokyo 2020, and Tokyo 2020 reserves the right to request Holders to return Tickets when such Tickets have become void or been sold or used in breach of the Terms and Conditions.
2. The Holder may enter a Venue to attend a Session and occupy a seat or space specified by Tokyo 2020, pursuant to the content of the Tickets and the provisions of the Terms and Conditions.
3. Each individual will be required to have one Ticket in order to enter a Venue to view a Session, regardless of age; provided, however, that an infant under two years of age, who will view the Session with a Ticket Holder without using an additional seat, may enter a Venue and view a Session without a Ticket (up to one such infant per such Ticket Holder).
4. Tickets will be issued by Tokyo 2020 pursuant to the Terms and Conditions. The Tickets may be used in the following forms: (i) Tickets that are issued in hard-copy form; (ii) “print@home” Tickets that are electronically issued and printed out by the User; and (iii) mobile Tickets via an electronic ticketing service designated by Tokyo 2020 that are displayed on the screen of a mobile device.
5. Unless expressly permitted by the Terms and Conditions, a Ticket User may not transfer his/her Tickets or all or any part of his/her rights recognised under the Terms and Conditions to a third party or provide the same as collateral.

## **Chapter 4 Purchasing Tickets**

### **I. General Provisions**

#### **Article 5 Application to Purchase Tickets**

1. A Person wishing to purchase Tickets for a specific Session shall follow the application procedures prescribed by Tokyo 2020, such as those for completing and submitting a Ticket Application Form to Tokyo 2020. For the avoidance of doubt, a Ticket Application Form is only used for applying to purchase Tickets from Tokyo 2020 and purchases of Tickets from the Authorised Ticket Source other than Tokyo 2020 shall be subject to the separate procedures provided by the relevant Authorised Ticket Source.
2. Ticket Application Forms must be completed within the application period set out by Tokyo 2020. Applications to purchase Tickets may not be made after the end of the application period. Tokyo 2020 shall not be liable for any failure to submit Ticket Application Forms during the application period.
3. A Person applying to purchase Tickets may not alter, process, change or damage the Ticket Application Form. Tokyo 2020 may reject Ticket Application Forms that have been altered, processed, changed or damaged. In such instance as well, Tokyo 2020 shall not be liable for any failure to accept any applications to purchase Tickets.
4. The act of filling out and submitting a Ticket Application Form does not guarantee the Applicant the availability of the Tickets applied for.
5. An Applicant may not change or cancel the application for the purchase of Tickets once the Ticket Application Form has been submitted unless otherwise permitted by Tokyo 2020.

#### **Article 6 Errors in Application Process**

Tokyo 2020 shall not be liable for any incorrect entry of information on the Ticket Application Form or for any incomplete or illegible entries on the Ticket Application Form, technical malfunctions of the internet, or failure of computer hardware or software that prevents the completion of the Ticket Application Form.

#### **Article 7 Limitation on Number of Tickets Applied for**

There may be instances in which there will be a maximum number of Tickets that a Person may apply for at one time, in order to provide opportunities so that as many people as possible may view a Session. The number of Tickets that a Person may apply for in relation to certain Sessions may also be limited due to reasons such as the limited number of seats or the popularity of the Session. If the number of Tickets applied for exceeds the applicable maximum number, the applications for Tickets will be valid up to the applicable maximum number. The maximum number of Tickets that a Person may apply for will be determined by Tokyo 2020 and posted on the Tokyo 2020 Ticketing Website.

#### **Article 8 Changes to Number of Tickets Sold; Resumption of Sales**

Tokyo 2020 reserves the right to determine, at its sole discretion, the total number of Tickets to be distributed to the public, and Tokyo 2020 may increase or decrease the number of Tickets at any time. Tokyo 2020 also reserves the right to finish or resume the sales of Tickets at its sole discretion. For the avoidance of doubt, notwithstanding the increase or decrease of the total number of Tickets, or end or restart of the sales of Tickets, no application for the purchase of Tickets may be changed or cancelled in any case, and any Tickets already purchased may not be changed, cancelled, exchanged or refunded.

## Article 9 Purchasing Tickets in Breach of Terms and Conditions

1. Tokyo 2020 may, at its sole discretion, refuse or cancel the following applications:
  - (i) applications to purchase Tickets made in breach of the Terms and Conditions or the laws and regulations;
  - (ii) applications to purchase Tickets from any Person suspected of intending to resell, distribute or offer a Ticket or Tickets in breach of the Terms and Conditions; or
  - (iii) applications to purchase Tickets from any Person suspected of having provided fraudulent or misleading information in the Ticket Application Form when submitting the same.
2. Tickets may only be purchased directly from Authorised Ticket Sources. Tokyo 2020 is not responsible for any Tickets that are obtained from any Person other than an Authorised Ticket Source, and Tokyo 2020 reserves the right to void any such Ticket without refund and to request the Holder to return such Ticket in hard-copy form to Tokyo 2020.
3. The existence of any Ticket violating the Terms and Conditions may be reported to the relevant customer service centre.

## II. Purchase of Tickets through Tokyo 2020 Ticketing Website

### Article 10 Ticket Purchases

1. Japanese Residents may only purchase Tickets directly from Tokyo 2020 on the Tokyo 2020 Ticketing Website or through an On-Site Authorised Ticket Source, or from an Authorised Hospitality Package Provider, or any other Authorised Ticket Sources in Japan.
2. Persons other than Japanese Residents may purchase Tickets from ATRs which are appointed and authorised to sell Tickets in the territory where such Person resides (a list of ATRs is available at the Tokyo 2020 Ticketing Website). Any Person who resides in a territory where no ATR is appointed (except for Japan) may purchase Tickets from Tokyo 2020 after Tokyo 2020 commences the worldwide sale of Tickets, from which time any Person, including those reside outside of Japan, may purchase Tickets directly from Tokyo 2020 on the Tokyo 2020 Ticketing Website.
3. If a minor wishes to purchase Tickets, he/she must obtain the consent of his/her legal representative, such as a guardian or person in parental authority. Tokyo 2020 reserves the right to reject or cancel any application to purchase Tickets submitted by a minor who fails to obtain the consent of his/her legal representative.

### Article 11 Pricing Categories

The availability of Tickets depends on the demand for and inventory of Tickets. If an Applicant has indicated his/her consent in the Ticket Application Form to be allocated Tickets from a lower price category than the price category specified as a first choice in such Ticket Application Form, the Purchaser agrees and acknowledges that he/she shall be deemed to have offered to purchase the same number of Tickets to the same Session in the next lowest pricing category with a different seat location in case the first choice Tickets cannot be allocated to the Applicant.

### Article 12 Application for Special Tickets

1. Tokyo 2020 may sell special "Tokyo 2020 Group Tickets" which are Tickets for groups of two (2) or more Japanese Residents with children, senior citizens, or persons with disabilities. For the avoidance of doubt, Tokyo 2020 Group Tickets are only available to Japanese Residents. Tokyo 2020 Group Tickets are only available to groups that include at least one child, senior citizen or person with disabilities. All Holders under a Tokyo 2020 Group Ticket are required to enter the Venue together. The term "child" means any person who is of or under the age of twelve (12) years as of the date of the Session, a "senior citizen" means any person who is of or over the age of sixty (60) years as of the date of the Session, and a "person with disabilities" means any person who has a limitation in their daily activities such as in moving, obtaining information and/or speaking, or whose activity classification or level has been diminished or changed due to physical conditions, mental conditions or health issues; the details thereof are set forth in Tokyo 2020's Accessibility Guidelines (<https://tokyo2020.org/jp/organising-committee/accessibility/>).

2. Holders under a Tokyo 2020 Group Ticket may be required to provide personal identification evidencing that the group includes at least one child, senior citizen or person with disabilities. If the group is unable to present any proof of eligibility for such Tokyo 2020 Group Ticket, Tokyo 2020 reserves the right to void the relevant Tokyo 2020 Group Ticket and refuse entry to the Venue for the Holders of such Tokyo 2020 Group Ticket.

3. Additional details about Tokyo 2020 Group Tickets will be separately stipulated by Tokyo 2020 on the Tokyo 2020 Ticketing Website.

#### Article 13 Application through Tokyo 2020 Ticketing Website

Sales of Tickets by Tokyo 2020 will take place in various phases and there are specific purchase rules and procedures which are applicable to each sales phase and to certain categories of Applicants. When submitting an application to purchase Tickets, the Applicant shall comply with all such applicable rules and procedures. The specific details of the purchase rules and procedures are outlined as part of the purchase process and will be made available on the Tokyo 2020 Ticketing Website. Tokyo 2020 reserve the right to reject an application to purchase Tickets in the case of any attempt to circumvent or avoid adherence to the purchase rules and procedures.

#### Article 14 Prohibition of Multiple Applications

Any Person who wishes to purchase Tickets shall submit a Ticket Application Form with his/her own Tokyo 2020 ID. Neither registration of multiple Tokyo 2020 IDs nor multiple applications to the same Session with multiple Tokyo 2020 IDs is permitted. If applications are made with multiple Tokyo 2020 IDs, Tokyo 2020 reserves the right to cancel all the relevant applications made with the multiple Tokyo 2020 IDs and/or to void all the relevant Tickets purchased through the multiple applications. In such instance, no refunds will be available for the voided Tickets.

#### Article 15 Payment

1. By applying to purchase Tickets, the Applicant is deemed to have consented to pay the price for the Tickets applied for by using the payment method set forth by Tokyo 2020, including by way of card payment (meaning payment by credit card, debit card or prepaid card). Tokyo 2020 will only charge the Purchaser the price for the Tickets that were applied for and have been allocated. The Purchaser is required to pay the price using the payment method prescribed by Tokyo 2020 by the payment deadline set forth by Tokyo 2020.

2. Payment of the Ticket price through the Tokyo 2020 Ticketing Website is only permitted by card payment or payment at a convenience store located in Japan and designated by Tokyo 2020. Tokyo 2020 reserves the right to determine any and all details regarding the payment methods at its sole discretion.

(1) As the exclusive payment technology sponsor of the Olympic Games, Visa is the only payment brand accepted on the Tokyo 2020 Ticketing Website. The card used when purchasing the Tickets must be registered in the name and address of the Applicant. Counterfeit or altered cards must not be used. When the Applicant breaches any of these conditions, Tokyo 2020 reserves the absolute right to refuse the Ticket orders or void any Tickets purchased in breach of such condition.

(2) Cash may only be used for payments made at convenience stores located in Japan and designated by Tokyo 2020, and cash may only be used if the total amount of the Ticket price and the payment charges is less than JPY 300,000.

3. Even if a purchase application is completed, if payment in full is not made by the payment deadline determined by Tokyo 2020, Tokyo 2020 may revoke the application for purchase of the relevant Tickets and Tokyo 2020 will not be liable for any damage incurred by the Applicant or a third party arising therefrom. Further, Tokyo 2020 reserves the right to restrict the Applicant from using the services for purchasing Tickets provided by Tokyo 2020 and to refuse any further use of the services or applications for Tickets.

#### Article 16 Handling Fees

In addition to the face value of the Tickets, the Applicant shall be responsible for paying any fees payable for any transaction with Tokyo 2020 for the processing, payment and delivery of the

relevant Tickets, including, without limitation, convenience store payment commission, issuance charge, and delivery charge.

#### Article 17 Allocation of Seats

1. Tokyo 2020 will, at its sole discretion, designate the seats or spaces for viewing the Session to the Purchaser, based on the category of the Tickets purchased. The Purchaser is not permitted to specify specific seats or request changes to the seats or spaces once they have been designated.
2. Tokyo 2020 shall endeavour to have Tickets for seats booked under one (1) Ticket Application Form be allocated adjacent to one another, wherever possible. The allocated seats may be on either sides of the aisle or in front of/behind one another.
3. If it is necessary for the operation of the Games, such as for the arrangement of the Venue or to ensure safety, Tokyo 2020 reserves the right to move a ticketed seat or space to a comparable or better location, at Tokyo 2020's discretion, for any Venue or Session

#### Article 18 Delivery of Tickets

1. Tokyo 2020 will issue Tickets to the Purchaser once the Tickets have been allocated and completion of payment in full is confirmed by Tokyo 2020. Tokyo 2020 reserves the right to withhold issuance of the Tickets until Tokyo 2020 confirms the completion of payment in full for the applied-for Tickets.
2. At the time of the Ticket purchase procedure, the Purchaser shall select the desired method for receiving the Tickets from among the following options. Further, Tokyo 2020 may separately designate another method or methods to receive the Tickets, as necessary:
  - (1) Receiving delivery of the Tickets in hard copy form at an address specified by the Purchaser (limited to addresses in Japan and additional issuance fee and delivery will be charged.);
  - (2) Collecting the Tickets in hard-copy form at an On-Site Authorised Ticket Source (please note that an additional issuance fee may be charged and that this option is not available in the case of lottery sales.);
  - (3) Using "print@home" to print out the Tickets on a printer at home or elsewhere; or
  - (4) Downloading a mobile Ticket by using the electronic ticketing service provided by Tokyo 2020 (receive by mobile device).
3. Regardless of the form of the Tickets, no duplicates or copies of the Tickets may be handed over to any other Person. If the Purchaser hands over any duplicate or copy of any Ticket to any other Person, this shall constitute a breach of the Terms and Conditions and Tokyo 2020 may void all of the Tickets purchased by such Purchaser without refund.
4. If the Purchaser wishes to receive delivery of the Tickets in hard-copy form, he/she shall designate an address in Japan by the deadline determined by Tokyo 2020. Please note that post office boxes (or similar) are not acceptable addresses for the delivery of Tickets. Tickets will be delivered to the relevant address by the carrier appointed by Tokyo 2020. The Purchaser may change the delivery address during a certain period as determined by Tokyo 2020. A signature or personal seal may be required upon receiving delivery of the Tickets. If the Tickets have not been received for any reason (such as due to the delivery address being unknown or a failure to receive the Tickets at the time of delivery), Tokyo 2020 will send a notification by email to the Purchaser's registered email address and the Purchaser may select either: (i) redelivery of the Tickets (an additional delivery fee may be incurred); (ii) receipt by way of mobile Tickets; or (iii) using print@home. If, for any reason, the Tickets have not been received seven (7) day before the commencement of the relevant Session, the Purchaser should contact the customer service centre and he/she may need to receive the Tickets by way of mobile Tickets or print@home or any other method provided by Tokyo 2020.
5. If the Purchaser chooses to collect the Tickets at an On-Site Authorised Ticket Source, only the Purchaser him/herself may collect the Tickets.
6. The Purchaser should immediately check the contents of his/her Tickets upon receipt and promptly contact the customer service centre if there is any mistake.

7. Tokyo 2020 will not be liable for any failure or delay of receipt of the Tickets that is not attributable to Tokyo 2020.

#### **Article 19 Holder's Responsibility**

Holder's have responsibility for all Tickets in their possession. Removing any part of, altering or defacing a Ticket may result in entry to a Venue being refused. Tokyo 2020 shall not be liable for and shall not provide compensation for any lost, stolen, forgotten or damaged Tickets or for damages arising out of any use by a third party of any Ticket information (including QR codes) or account information of a TOKYO 2020 ID. After the Tickets are sold, the Holder may not make a request to Tokyo 2020 for a refund for the Tickets, unless a refund is to be made pursuant to Article 40 of these terms and conditions or Tokyo 2020 is otherwise obligated to make a refund under applicable law.

### **III. Purchase of Tickets through On-Site Authorised Ticket Sources**

#### **Article 20 Purchase Method through On-Site Authorised Ticket Sources**

1. Any Person may purchase Tickets from On-Site Authorised Ticket Sources.
2. When purchasing Tickets through On-Site Authorised Ticket Sources, there may be instances where it will be necessary to submit a Ticket Application Form at the On-Site Authorised Ticket Source. In such cases, there may be instances where it will be necessary to enter Personal Information specified by Tokyo 2020, such as the Applicant's address, name and contact information, as well as the names of those who will attend the Session together with the Ticket Applicant. Further details regarding the purchase process at On-Site Authorised Ticket Sources are available on the Tokyo 2020 Ticketing Website and at the On-Site Authorised Ticket Source.

### **IV. Price**

#### **Article 21 Ticket Price**

Ticket prices shall be set forth by Tokyo 2020 and be denominated in Japanese Yen (JPY). Ticket prices are inclusive of all taxes (including consumption tax) but exclusive of any fees as provided for in Article 16 of these terms and conditions including, but not limited to, convenience store payment commission, issuance charge, and delivery charge.

### **V. Tickets Purchased from ATR**

#### **Article 22 Tickets Purchased from ATR**

1. An NOC or NPC may nominate, and Tokyo 2020 may appoint, an organisation or agency to act as an ATR for a specific territory or territories. Upon receiving Tokyo 2020's prior approval, an ATR is responsible for determining the rules and processes governing the sale of Tickets within their designated territory or territories. An ATR may choose to implement limits on how many Tickets an Applicant may apply for, and to determine the purchase, distribution and payment methods for the Tickets. If there is any discrepancy between the purchase terms and conditions for Users which may be put in place by an ATR and those under the Terms and Conditions, the provisions in the Terms and Conditions shall prevail.
2. 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 who it believes plans to distribute or offer any Ticket for resale other than in accordance with the Terms and Conditions.
3. An ATR will always conduct Ticket sales in the currency of such ATR's designated territory and will convert the Ticket price from Japanese yen (JPY) to the local currency using the rates published by Bloomberg at the following URL (<https://www.bloomberg.com/markets/currencies>). Any and all bank or other charges incurred as a result of currency conversion or making payment with a payment card will be the sole responsibility of the Purchaser.
4. An ATR may charge a reasonable per-ticket handling charge over and above the face value of the Ticket. For the Tickets of the Olympic Games, this fee may not be more than twenty percent

(20%) of the face value of the Ticket, and in any event may not exceed the capped amount of 6,000 JPY per Ticket.

5. If any Person, regardless of where they reside, believes they are being offered Tickets for purchase on terms that are in violation of the Terms and Conditions, he/she should immediately contact Tokyo 2020.

## **Chapter 5 Entry and Viewing**

### **I. Holder's Liability**

#### Article 23 Holder's Obligations

1. The Holder acknowledges and accepts the risks and dangers inherent or involved in attending a Session.
2. The Holder is solely responsible for his/her own safety, the safety of any accompanying children and the safety of his/her and their own personal property.
3. The Holder is responsible for the conduct of any accompanying children and for their compliance with the Terms and Conditions.

### **II. Entry and Exit**

#### Article 24 Attendance

1. The Holder should make sure to access and enter the Venue before the start of the Session, by considering the time required for travel to the Venue and for the security inspection. If the Holder arrives after the commencement of the Session, there may be instances where the Holder is required to wait for an appropriate break in the Session before being granted access or where the Holder's entry will be restricted. Tokyo 2020 will not refund the Ticket price even if the Holder arrives late to the Venue due to reasons which are not directly attributable to Tokyo 2020, such as public transportation delays or reasons arising due to the Holder's own convenience.
2. Tokyo 2020 may reserve the right to restrict or delay the entry of the Holder to the Venue due to operational reasons (such as where the previous Session runs behind schedule) and Tokyo 2020 will not be responsible for any inconvenience caused to the Holder due to such restriction or delay, and Tickets will not be exchanged or refunded in any such event.

#### Article 25 Entry

1. In order to gain admission to a Venue or Session, the Holder will need to present a valid Ticket to the Venue staff upon entry.
2. If requested by a Tokyo 2020 employee, Venue staff, police officer or other authorised person, the Holder must comply with a request to provide confirmation of his identity and/or that he/she is authorised to possess the relevant Tickets in accordance with the Terms and Conditions.

#### Article 26 Security Inspections

1. Tokyo 2020 may conduct security inspections of the Holder and his/her possessions to ensure safety at the Session.
2. If the Holder refuses to undergo a security inspection, he/she will not be permitted to enter the Venue or will be required to immediately leave the Venue; in such event, no refund will be provided to the Holder or the Purchaser.

#### Article 27 No Re-entry

Unless otherwise permitted by Tokyo 2020, once the Holder exits the Venue, he/she may not re-enter the Venue with the same Ticket. Except in unavoidable instances (such as an emergency evacuation), if the Holder exits the Venue, Tokyo 2020 may void his/her Ticket and resell the unoccupied seat or space at such Session to another Person.

#### Article 28 Exit

Tokyo 2020 reserves the right to require the Holder to show his/her Ticket when leaving the Venue.

### **III. Viewing (Venue Rules)**

#### **Article 29 Presentation of Valid Ticket**

1. Holders must keep their Tickets on their person at all times while attending the Session and must present their Tickets for inspection upon request by a Tokyo 2020 employee, Venue staff member, police officer or other authorised person. Failure to present a Ticket may result in the Holder being asked to leave the Venue,
2. Any person who enter the Venue by using a Ticket obtained in breach of the Terms and Conditions will be asked to leave the Venue, and there may be instances where legal measures will be taken in relation thereto.

#### **Article 30 Personal Property**

There will be no storage space available at the Venue, except for children's buggies/strollers, and wheelchairs; provided, however, that there may be some Venues where children's buggies/strollers cannot be brought in and must be kept in a storage space designated by Tokyo 2020. Tokyo 2020 shall not be held responsible for the safety of any of the Holder's personal belongings.

#### **Article 31 Prohibited Items**

1. Tokyo 2020 has the discretion to restrict the items that the Holder may bring into the Venue, and the Holder may not enter the Venue while in possession of any item that is in violation of such restrictions. If the Holder is found to be in possession of such item inside the Venue, he/she must immediately dispose of the item and/or exit the Venue. Furthermore, Tokyo 2020 may notify the relevant authorities if the Holder is found to be in possession of any illegal item.
2. The list of restricted items will be provided by Tokyo 2020 at an appropriate time and the Terms and Conditions will be updated accordingly. Tokyo 2020 has the discretion to amend the list of such items, both generally and in respect of any particular Venue or Session.

#### **Article 32 Forbidden Behaviour**

1. If Tokyo 2020 determines that a Holder has engaged in any of the following acts, he/she may be prevented from entering the Venue or may be removed from the Venue at Tokyo 2020's discretion, and the Ticket held by such Holder will not be refunded. A more detailed list will be provided by Tokyo 2020 at an appropriate time and the Terms and Conditions will be updated accordingly. Tokyo 2020 has the discretion to amend the list, both generally and in respect of any particular Venue or Session.
  - an act that may prevent the smooth execution of a Session;
  - an act that may prevent the viewing of a Session;
  - an act that may cause damage to life, limb or property;
  - an act that may harm the management or operation of the Venue;
  - an act that violates a law or regulation; or
  - any other act that Tokyo 2020 sets forth as constituting forbidden behaviour.

#### **Article 33 Filming**

1. The Holder understands and acknowledges that the Session for which he/she has purchased tickets is a public event and that his/her appearance and actions inside and near the perimeter of the Venue where the Session is occurring are public in nature. The Holder further understands and acknowledges that he/she shall have no expectation of privacy with regard to his/her actions or conduct at the Session.
2. The Holder agrees to being photographed, filmed, identified and/or otherwise recorded by Tokyo 2020, the IOC, the IPC, or any third parties authorised by the IOC, including, without limitation broadcasters, news media organisations, social media networks, IF, NOC, OCOG; who, without payment, shall have the right to use any such photographs, film or recordings, both during and after the Games, for the maximum duration permitted under the applicable laws and, when applicable, at least until they are in the public domain, in any content format and through any media or technology whether now existing or created in the future and whether such use is

commercial or non-commercial, in relation to the celebration and direct or indirect promotion of the Olympic Games, the Olympic Movement and/or the IOC.

3. The Holder may take or record still and moving images and/or sounds within the Venue. In such case, the Holder agrees that the IOC shall be the sole owner of any intellectual property rights (including the rights set forth in Article 27 and Article 28 of the Copyright Act of Japan) in such content without further authorisation from, or compensation to, the Holder or anyone acting on his/her behalf. The Holder hereby assigns any rights he/she may have in respect of such content to the IOC, including, without limitation, the rights set forth in Article 27 and Article 28 of the Copyright Act of Japan, and agrees not to exercise any moral rights in and to the same.

4. Pursuant to the above, the IOC hereby grants to the Holder a limited and revocable licence to use the still and moving images and sounds taken or recorded within the Venue, on the condition that such use is personal, private, non-commercial and non-promotional. Notwithstanding the foregoing, the Holder shall not transmit or distribute (or otherwise provide to a third party) any moving images and/or sounds taken or recorded within the Venue over television, radio, the internet (including on social media and by livestreaming), or any other electronic media whether now existing or created in the future with new technology, without the IOC's prior consent.

5. The Holder is prohibited from taking pictures or recording audio or making any other recordings in any "Photography Prohibited Area" designated in the Venue and its surrounding areas, as well as in any other restricted areas designated by Tokyo 2020, the IOC or any other authorized Person.

6. The Holder is prohibited from collecting, disseminating, transmitting or publishing any scores, statistics or other information related to the events taking place within the Venues for any commercial, betting or gambling purpose.

## **Chapter 6 Miscellaneous**

### **I. Accessibility**

#### **Article 34 Accessibility**

1. Tokyo 2020 will endeavour to ensure that Persons with additional accessibility requirements are seated in a manner which makes provision for such requirements. Persons with additional accessibility requirements must notify Tokyo 2020 or other Authorised Ticket Source of such requirements when they apply for the Tickets.

2. A limited number of Tickets shall be available exclusively for use by wheelchair users to attend a Session. Applications to purchase such Tickets may only be made through the Tokyo 2020 Ticketing Website. A Person who purchases a Ticket for a wheelchair user is entitled to purchase an additional Ticket to the same Sessions for an individual accompanying such wheelchair user. As an example, if a Person purchases Tickets for two wheelchair users, he/she may also purchase two Tickets for accompanying individuals (i.e. one for each wheelchair user) for the same Session. The total number of Tickets applied for wheelchair users and their accompanying persons at one time shall be subject to the conditions described in Article 7. A Person who wishes to apply for a Ticket for a wheelchair use must select such Ticket and specify the number of wheelchair spaces required on their Ticket Application Form.

### **II. Resale Prohibition**

#### **Article 35 Resale Prohibition**

1. The Holder may not resell any purchased Tickets to any third parties, except as set out in Article 36. The Holder may not offer or otherwise advertise the resale of any Tickets on the internet, in newspapers, at ticket shops or elsewhere. Tickets may not be provided to any Person together with or as part of any other goods or services. Resale or provision of the Tickets, including transfer to a third party of the rights conferred or evidenced by any Ticket, shall not be permitted in any

way, including, without limitation, by provision of Ticket information such as QR codes or transfer of a TOKYO 2020 ID to any third party.

2. Any Tickets which are sold or offered or advertised for sale in breach of the Terms and Conditions shall be void. Voided Tickets may be subject to a request for return by Tokyo 2020 and may not be exchanged or refunded.

3. Tickets may not be used for advertising, promotion, auctions or marketing purposes (including in competitions, contests and sweepstakes). Any Tickets used for such purposes shall be void. Voided Tickets may be subject to a request for return by Tokyo 2020 and may not be exchanged or refunded.

4. Tickets may not be purchased or obtained from or through any Person other than Authorised Ticket Sources except as set out in Article 36. Tokyo 2020 is not responsible in any way for Tickets purchased or obtained from any Persons other than Authorised Ticket Sources.

5. Upon Tokyo 2020's request, the Holder must disclose to Tokyo 2020 any information which he/she retains regarding the Tickets (including, without limitation, the Session and the number appearing in "My Ticket" in the Tokyo 2020 Ticketing Website and on the Ticket issued). If the Holder transfers Tickets to any other Person, the Holder (including any Person who was previously a Holder) must, upon Tokyo 2020's request, disclose to Tokyo 2020 any information which he/she retains regarding the transferred Tickets (including, without limitation the Session and the number appearing in "My Ticket" in the Tokyo 2020 Ticketing Website and on the Ticket issued) and the transferee (including the transferee's name, address and contact information).

6. In order to prevent any unauthorised ticket sales, the Holder hereby expressly agrees that:

(1) when Tokyo 2020 becomes aware of any Person selling or offering or advertising to sell Tickets to a third party (including a retail shop or online shop) without authorisation from Tokyo 2020, Tokyo 2020 will be entitled to request such third party to disclose information regarding the Ticket and any Personal Information of the Holder who sold the Ticket, and the Holder will not raise any objection against Tokyo 2020 or the third party with regard to such disclosure; and/or

(2) If Tokyo 2020 becomes aware of any Ticket being listed, offered or advertised for sale on any online service, including an online ticket resale service, an online auction, an online flea market or on social media or any other service, Tokyo 2020 is entitled to: (i) receive any information regarding the Ticket and any Personal Information of the Holder who listed, offered or advertised the Ticket for sale from the respective service provider; and (ii) make a request to the service provider (on the Holder's behalf) to take down the listed Ticket or remove the information regarding the Ticket, and the Holder will not raise any objection against Tokyo 2020 or the service provider with regard to such disclosure, takedown or removal.

7. Unauthorised resale of Tickets may constitute a criminal offence. Tokyo 2020 may report to the police when Tokyo 2020 becomes aware of any such resale or offer or advertisement for such that.

#### Article 36 Exceptions to Resale Prohibition

1. Tickets directly purchased from Tokyo 2020 may be transferred to a third party but only at the purchase price and only by way of using the Tokyo 2020 Ticket Resale Service, provided that the Purchaser may transfer the Tickets to such Purchaser's family member, friend, colleague or other acquaintance but any payment or other consideration for the transfer of the Tickets to those persons must not exceed the face value of the Tickets or any benefit equivalent thereto.

2. Tokyo 2020 reserves the right to request the Holder to confirm, at the Venue entrance or in the Venue, his identity and/or that he/she is authorised to possess the relevant Tickets in accordance with the Terms and Conditions. If the Holder fails to confirm his/her identity, or if Tokyo 2020 has reason to believe that the Holder is not a Person authorised by Tokyo 2020, Tokyo 2020 reserves the right to request the Person to leave the Venue.

### **III. Session Schedule Changes, Delays and Cancellation**

#### **Article 37 Session Schedule Changes**

1. The Holders acknowledge that a Session may be rescheduled, such as being brought forward, delayed, cancelled, discontinued or postponed, at Tokyo 2020's discretion, due to circumstances such as the weather, the operational situation of the Games or where necessary to secure safety. Excluding the cases specified in the Terms and Conditions, Tokyo 2020 shall not be held responsible for any losses incurred by any User due to a Session being rescheduled.
2. If there is any change to the schedule of Sessions, Tokyo 2020 will use reasonable efforts to communicate such schedule changes to the Purchaser, it is the Holder's responsibility to check and ascertain whether or not any schedule changes have been made to the Session schedule. Tokyo 2020 is not responsible for any other website data or country/team listings. Tokyo 2020 also provides no guarantee that Holders will be informed of any such delay, interruption, rescheduling or postponement before the date of the Session concerned.
3. All available information regarding any cancellations or reschedules of Sessions will be posted on the Tokyo 2020 Official Website (<https://tokyo2020.org/jp/>), which is the only website that Tokyo 2020 provides the official competition schedule. Tokyo 2020 provides no guarantee that the information of the official competition schedule, including dates, times and country/team draws posted on other websites, is correct or up to date.

#### **Article 38 Session Delays**

1. If a Session's scheduled start time is delayed but the Session is still completed on the same calendar day (including cases where the Session is extended and then finishes after midnight), the Tickets for such Session will not be eligible for a refund and there will be no exchange of Tickets for another Session in such case.
2. If a Session is interrupted and Tokyo 2020 determines that the Session has been substantially completed, the Tickets for such Session will not be subject to any refund and may not be exchanged for Tickets to another Session.
3. If a Session is interrupted and Tokyo 2020 determines that the Session has not been substantially completed, and the Session is then rescheduled to take place as a new Session (separate from the existing, scheduled Session), Tokyo 2020 reserves the right to decide, at its sole discretion, that: (i) the Holder may retain his/her original Ticket for admission to the rescheduled Session without refund; or (ii) the Ticket will be refunded to the Purchaser in accordance with the refund procedures set out in the Terms and Conditions, without exchange for another Session.
4. If a Session is interrupted and Tokyo 2020 determines that such Session has not been substantially completed, and the Session is then rescheduled as part of an existing, scheduled, Session (namely, it does not take place as a new Session), Tokyo 2020 may decide in its discretion on a case by case basis what option, if any (including refund subject to the Terms and Conditions) is available to the Holder or the Purchaser, but in any case, there will be no exchange to a Ticket for another Session.

#### **Article 39 Session Cancellation**

1. Tokyo 2020 has the sole discretion to cancel a Session. For the avoidance of doubt, for surfing events, a Session will not be deemed cancelled even if the competition is not held in whole or in part due to reasons such as wave conditions, as long as the associated festival event is still held.
2. If a Session is cancelled, Tokyo 2020 will use reasonable efforts to communicate such cancellation to the Purchaser. All available information regarding any cancellations will be posted on the Tokyo 2020 Official Website and it is the Holder's responsibility to check and ascertain whether or not a Session has been cancelled. Tokyo 2020 provides no guarantee that Holders will be informed of such cancellation before the date of the relevant Session.
3. If a Session is cancelled, the Purchaser may apply for a refund in accordance with the Terms and Conditions

## **IV. Refund Procedures**

### **Article 40 Refund**

1. Refunds will be given up to the face value of the Tickets purchased and obtaining a refund is the sole and exclusive remedy available. No exchanges, changes or cancellations of purchased Tickets will be accepted by Tokyo 2020, and Tokyo 2020 will not accept any return of Tickets.
2. If a refund is permitted, Tokyo 2020 will refund the face value of the Tickets to the Purchaser pursuant to the Terms and Conditions and other procedures determined by Tokyo 2020. It should be noted that expenses incurred in relation to the Tickets, such as convenience store payment commission, issuance charge, and delivery charge, are not subject to refund.
3. Refunds will only be made to Purchasers who purchased Tickets directly from Tokyo 2020. No refunds will be made to Holders who are not Purchasers. Any Purchaser who purchased Tickets from the Authorised Ticket Source other than Tokyo 2020 will not be entitled to receive a refund directly from Tokyo 2020. Any inquiries regarding refunds for Tickets purchased from the Authorised Ticket Source other than Tokyo 2020 should be made to the contact point for such Authorised Ticket Source.
4. Refunds will only be made by Tokyo 2020 and, as provided for in Paragraph 3 above, Authorised Ticket Source, none of the other members of the Games Body including the IOC shall be responsible to refund money to Purchasers and/or Holders.

### **Article 41 Refund Method**

1. If a Purchaser is entitled to a refund from Tokyo 2020, the Purchaser shall submit a refund application on the Tokyo 2020 Ticketing Website by the deadline set out by Tokyo 2020. The category and number of Tickets subject to the refund must be identified in the refund application form. Further details will be provided by Tokyo 2020 at an appropriate time and posted on the Tokyo 2020 Ticketing Website.
2. There will be no on-site refunds for Tickets, including at any On-Site Authorised Ticket Sources. The refund procedures for Tickets purchased through On-Site Authorised Ticket Sources shall be made on the Tokyo 2020 Ticketing Website.
3. Refund procedures may be taken on the “My Ticket” page by logging into the Tokyo 2020 Ticketing Website.
4. In the case where a refund is to be made by overseas remittance, the Purchaser may be subject to certain restrictions, delays and other burdens including unavailability of remittance as a refund method or the Purchaser may incur cost or charge including, wire transfer/receipt charges and costs (which may render the remaining amount available for refund to nil).

## **V. Personal Information**

### **Article 42 Personal Information**

Tokyo 2020 will handle the Personal Information that the User provides to Tokyo 2020 in accordance with the terms of Tokyo 2020's Privacy Policy (<https://tokyo2020.org/en/privacy-policy/>). Such handling of Personal Information may include sharing the same with the IOC or IPC.

## **VI. Exclusion of Anti-Social Forces**

### **Article 43 Exclusion of Anti-Social Forces**

If Tokyo 2020 determines that a Person is related to a criminal organisation, a member of a criminal organisation, an associate member of a criminal organisation, a criminal organisation-related company, an extortionist who threatens to disrupt shareholder meetings, an activist who pursues illegal profits by disguising him/herself as a social activist, an activist who pursues illegal profits by disguising him/herself as a political activist, a criminal organisation-related group with specialised knowledge or any similar group or individual (commonly referred to as “anti-social forces”), Tokyo 2020 may refuse to sell or deliver Tickets to such Person, or may deny entry by such Person into the Venue, refuse to allow such Person to view the Session or order the removal of such Person from the Venue.

## **VII. Invalidation of Tickets**

### **Article 44 Invalidation of Tickets**

1. Any Ticket obtained, transferred, offered or advertise for resale or used in breach of these Terms and Conditions will be void without refund and all rights conferred or evidenced by such Ticket shall be nullified. Entry to the Venue and attendance to the Session with a voided Ticket is not permitted.
2. Tokyo 2020 reserves the right to revoke a Purchaser's qualification to use their Tokyo 2020 ID subject to the Tokyo 2020 Site Service Terms of Service (<https://id.tokyo2020.org/terms/ja/index.html>). If a Purchaser's qualification is revoked, all of the Tickets purchased by such Purchaser will automatically become void regardless of the Holders thereof.
3. If a Ticket that was issued in hard-copy form becomes void, the Holder must promptly return the voided Ticket to Tokyo 2020 upon Tokyo 2020's request.

## **VIII. Liability**

### **Article 45 Disclaimer**

1. Neither Tokyo 2020, any other Authorised Ticket Source nor any member of the Games Body shall be liable for any loss, theft, damage or defacement of the Tickets, and Tokyo 2020 will not reissue the Tickets in any such case.
2. A Session may not be viewed with forged or voided Tickets, and Tokyo 2020 will not be liable in any way for the acquisition of forged or voided Tickets. Tickets must only be properly purchased from Authorised Ticket Source.
3. Arrangements for issues such as travel, accommodation and food and beverages which are made by the Holder to participate in the Session shall be made at the Holder's sole responsibility, and Tokyo 2020, any other Authorised Ticket Source or any member of the Games Body will in no way be liable therefor.
4. Unless attributable thereto, none of Tokyo 2020, any other Authorised Ticket Source, any Venue owner, manager, any other Tokyo 2020 contractor or any member of the Games Body involved in the operation of the Games will in any way be liable for any damage that arises when a Holder participates in a Session, including, without limitation, any of the damage set forth below:
  - (1) Damage due to the fair execution of the Session, such as the intrusion of a ball or other event equipment into the stands during the Session;
  - (2) Damage due to an act engaged in by a User in contravention of the Terms and Conditions; and
  - (3) Damage due to Force Majeure.

### **Article 46 Force Majeure**

Tokyo 2020 shall not be liable for any failure to perform any obligation under these Terms and Conditions and Conditions to the extent that the failure is caused by a Force Majeure.

### **Article 47 Limitation of Liability**

To the extent permitted by law, if a User incurs damage due to Tokyo 2020's breach of any of the Terms and Conditions, the maximum amount of damages payable to the User will be the total amount of the face value of the Tickets applied for, purchased or held. In addition, Tokyo 2020 will not be liable for any special, indirect or incidental damages due to their having breached the Terms and Conditions; provided, however, that such limitation of liability shall not apply in cases of wilful intent or gross negligence on Tokyo 2020's part with respect to the breaching act.

## **Chapter 7 General Provisions**

### **Article 48 Severability**

If any of the Terms and Conditions become invalid for any reason, the remaining provisions shall remain in full force and effect.

#### **Article 49 Language**

These terms and conditions have been drafted in Japanese. In the event of any discrepancy between the contents of these terms and conditions drafted in Japanese and the English translation hereof provided by Tokyo 2020, or a translation hereof into another language provided by an ATR, the provisions of the Japanese version shall prevail.

#### **Article 50 Governing Law, Jurisdiction**

1. The Terms and Conditions are governed by the laws of Japan.
2. If a dispute arises between Tokyo 2020 and any User in connection with the Tickets or the Terms and Conditions, such dispute shall be resolved by good-faith mutual consultation between the parties.
3. In the event of the preceding clause, if the dispute cannot be resolved by way of such consultation, the dispute will be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

### **Chapter 8 Inquiries**

#### **Article 51 Inquiries**

Any information requests relating to Tickets should be addressed to the relevant customer service centre detailed on the Tokyo 2020 Ticketing Website or the Authorised Ticket Source from whom the Ticket purchase was made.