



## FIFA World Cup 2026™ ONLINE ACCOMMODATION BOOKING TERMS AND CONDITIONS

These Online Accommodation Booking Terms and Conditions ("Terms and Conditions") are between the Client ("You" or "Client") and BEYOND Accommodation Bureau AG trading as the FIFA26 Accommodation Bureau ("us", "we" or "FIFA26 Accommodation Bureau"), a company incorporated in Switzerland, with registered company number **CHE222.763.202** and relate to the booking of overnight accommodation ("Rooms") in connection with the FIFA World Cup 2026™ (the "Competition" or "Event")

### 1. RESERVATION AND BOOKING OF ROOM(S)

- 1.1. **Web Portal:** Upon navigation to our Web Portal ( Insert Hyperlink <https://Hotels.fifa26-accommodation.com>) you will be able to select the city and hotels that match your accommodations needs for your attendance at the Event. Our web portal makes it easy to view the availability of rooms and the room details. It is your responsibility to select the rooms that match your category preference and occupancy needs.
- 1.2. **Provision Of Your Details:** Upon selecting the city and hotel and reservation dates, you will begin the process of filling out the necessary personal details to complete booking ("Purchase Process"). You acknowledge and agree that the Purchase Process involves several steps including but not limited to providing payment details to us, providing contact details, and providing other personal information as necessary, and clicking the Acceptance of Terms and Conditions check box.
- 1.3. **Submission of Your Order:** You are responsible for the correct completion of the requested details in the Purchase Process, the correct submission of the payment information, and of the Acceptance of Terms and Conditions check box (your "Order"). We shall not be responsible for any mistakes made by you in the Purchase Process including but not limited to entering incorrect occupancy details (e.g. requesting single bed instead of 2 beds, etc). Your Order will contain the details and conditions of your chosen room(s) ("Reserved Rooms"). You acknowledge and agree that, by (i) completing the online Purchase Process, (ii) submitting your Order, and (iii) clicking the Acceptance of Terms and Conditions check box, you have read, understood and accept these Terms and Conditions and agree to be bound by them. These Terms and Conditions form an integral part, and are a binding component, of the Agreement. Subject to any applicable law, they prevail over any other terms you may seek to impose or incorporate, or which are implied by custom, practice or course of dealing. Any such other terms shall be deemed rejected by us.
- 1.4 **Booking Confirmation:** Upon the successful submission of the Order, the web portal will provide a confirmation of your booking ("Booking Confirmation") and send copy of this Booking Confirmation to the email you have provided, at which point the Agreement in relation to the accommodations ordered and these Terms and Conditions shall come into effect, and the reserved rooms shall be confirmed ("Confirmed Rooms").
- 1.5 **FIFA26 Accommodation Bureau** reserves the right in its sole discretion to impose a limit on Reserved Rooms which you may book via our web portal for any single night.
- 1.6 **Minimum Stay Requirements:** Reserved Rooms may be subject to a certain minimum number of nights required to be booked ("Minimum Stay"), details of which will be in the web portal prior to submitting your Order.

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**1.7 Changes to Booking Confirmation:** After you have received your Booking Confirmation, you may wish to ask for additional Rooms at the same property. Where you submit a written request for additional Rooms we will, subject to availability, issue you a revised Booking Confirmation ("Revised Booking Confirmation") which will include the updated details of all Reserved Rooms contracted by you following your request, followed by invoices reflecting these adjustments. Any Revised Booking Confirmations issued by us in accordance with your requests will be considered fully binding on both parties and regulated by these Accommodation Booking Terms and Conditions in the same way as the Booking Confirmation, which shall be superseded by the Revised Booking Confirmation. You should therefore check the Revised Booking Confirmation carefully and without delay, to ensure all details are in accordance with your submitted request.

## 2. PAYING FOR THE ROOM(S)

- 2.1. **Payment Total and Currency:** Subject to any cancellations in accordance with these Accommodation Booking Terms and Conditions, you will pay the total amount set out in your Order online via our third-party secure payment provider ("Payment Total"). Advance payment of your Rooms is mandatory. All amounts will be listed in U.S. Dollars. We acknowledge that this amount shall include all applicable taxes, duties, levies and charges at the prevailing rate.
- 2.2. **Incidental Charges:** The Payment Total does not include, and we shall not under any circumstances be responsible for, any incidental charges incurred by or on behalf of the person(s) using the Reserved Rooms, including but not limited to room service, laundry services, food and beverage (unless expressly included), telephone calls and all corresponding service charges and taxes. You or your guests may therefore be required by the Room provider ("Room Provider") upon check-in (arrival) to guarantee payment of incidental charges with a major credit card or cash deposit.
- 2.3. **Sundry Services:** where a service or services other than the provision of Rooms services (including but not limited to food and beverage, laundry services, telephone calls and equipment rental) is reserved by you from us, such service is subject to terms and conditions to be defined, agreed and paid separately.
- 2.4. **Additional Accommodation Services:** additional services comprise certain services and benefits which we **and not the Room Provider** provide, and which prices form part of the Payment Total. The Additional Accommodation Services include:
  - (i) **24 hours / 7 days Support Number** – Clients are provided with a contact number which can be contacted 24 hours a day and 7 days a week throughout the Competition (as defined below) period. Any issues with the provision of your accommodation can be reported at your earliest convenience in order for us to assist in the problem's resolution.
  - (ii) **Emergency Ground Support** – in emergency situations, our staff can be deployed to certain designated accommodation establishments to assist and co-ordinate resolution of issues.
  - (iii) **Online Support Services** – all Clients have access to our online website for the purchase of inventory, and additional group sales customers (on request) are provided with access to our

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Client portal to assist in the management and the fulfilment of their accommodation purchases. Please contact our sales team for more details.

(iv) **FIFA26 Accommodation app** – all Clients have access to our app for voucher distribution and stay related information.

**2.5. Fulfilment:**

- a. We shall, unless we otherwise inform you, provide you with vouchers or e-vouchers (“**Vouchers**”) that specify the details of the Reserved Rooms and provide evidence of your reservation with the Room Provider and which you or the guest using the Reserved Room must present to the Room Provider upon check-in.
- b. You may alternatively be required to provide us on a timely basis with names, dates and other necessary details of you or the guest using the Reserved Room in order for us to produce, maintain and deliver to the hotel, an accurate and complete rooming list.

2.6. **Data:** The Room Provider may require us to provide the names and contact details of you and/or your guests in order to verify those who will be using the Reserved Rooms. You agree that you will provide this information to us on request and that we may use, process and store such data for this purpose and provide it to the Room Provider. You acknowledge your responsibility to obtain the written consent of each of your guests to use his data for the purpose described above. For more detail regarding the processing of personal data by us, please refer to our Privacy Policy available at [www.fifa26-accommodation.com/privacy](http://www.fifa26-accommodation.com/privacy).

**3. CANCELLING THE RESERVED ROOM(S)**

3.1. **Cancelling Reserved Rooms after the Booking Confirmation :** You may cancel any reservation made via our web-portal without any fees and for a full refund within 24 hours of submission of booking. After this deadline, there is no cancellation, and all bookings are non-refundable.

3.2. **Prohibited Use of Reserved Rooms:**

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

“**FIFA**” means Fédération Internationale De Football Association (“FIFA”).

“**FIFA26**” means FWC2026 US, Inc.

“**FIFA Parties**” means FIFA and FIFA26.

“**Ticket**” means any ticket for an official match (“Match”) of the FIFA World Cup 26™ football tournament (“Competition”) that is played in the United States of America.

“**Stadium**” means the entire premises of any Stadium used for a Match of the Competition, inside the perimeter fence on the day(s) that any Match takes place in such Match Stadium (together with any other areas or facilities around the Match Stadium for which Competition accreditation or Competition tickets are required in order to gain access, provided that all such areas are under the control of the FIFA Parties)

“**Controlled Access Site**” means any area within the Stadium security perimeter.

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**“Hospitality Services”** means, in relation to the Competition, food and beverage (except where such food and beverage relate to the Reserved Rooms), catering services, staff services, parking, hostesses, gifts and entertainment, which are offered as part of Ticket-inclusive package on match days at or within one kilometre around the Controlled Access Site of the corresponding Stadium.

- a. You, and any of your guests, are expressly prohibited from bundling or packaging any Reserved Rooms with any Tickets in relation to the final competition of the FIFA World Cup 2026™ including any Competition-related events, or with any Hospitality Services, unless expressly authorized in writing by us or FIFA Parties.
- b. You agree to cooperate and comply fully with and cause all individuals or guests to whom you provide the Reserved Rooms to comply with, these Accommodation Booking Terms and Conditions, and with any prohibition set out in this clause relating to the use of the Reserved Rooms, unless expressly authorized by us in writing.
- c. You will notify us when you becomes aware of any unauthorized third party which is selling Reserved Rooms bundled with tickets and/or Hospitality Services in relation to the Competition.
- d. For the sake of clarity, the Reserved Rooms may not be used (or permitted to be used) by you (or any of your guests) for advertising, contests, sweepstakes, or other promotional and marketing activities (including as the prize or award in connection with such activities) in relation to the Competition, unless expressly authorized in writing by us.
- e. No Association - Ambush Marketing: you, and any of your guests, are strictly prohibited from conducting any activities in or around the Reserved Rooms, on behalf of yourselves or any third parties which, in our sole opinion, may directly or indirectly create a commercial association between (on the one hand) the Reserved Room holder or a third party and (on the other hand) us, the FIFA Parties, the Competition (or any part of it) or the FIFA Parties' commercial affiliates without the authorization of the FIFA Parties, whether by way of an unauthorized use of logos or otherwise ("Ambush Marketing"). Ambush Marketing includes, without limitation, marketing, sales, product or sample distribution as well as any promotional or advertising activities of any kind, including wearing, possessing or holding promotional or commercial items without the authorization of the FIFA Parties.

You shall not make or allow any type of publicity or activity by any means, whether for commercial purposes or otherwise, in its own interest or in those of third parties, which creates, or may produce the impression of, any form of association between you and/or any third party with the FIFA Parties and the Competition. In this regard, by way of example and without prejudice to the generality of the foregoing, you shall: not refer to yourself, or permit yourself to be referred to, as a “sponsor”, “partner”, “supporter”, “collaborator”, “agent”, “official partner”, or “official licensee” in connection with the FIFA Parties and the Competition, nor use any other names, logos, emblems, symbols, designs, designations, identifications or marks in any way connected with, or which could reasonably be interpreted as being connected with, the FIFA Parties and the Competition; ensure that no commercial logo, emblem, mark, branding or identification of any third party is displayed or used by any means in, on, or around the Reserved Rooms and hotel (including the reception or foyer or area inside or out of venue); and not use, nor allow any third party to use, any trademark, copyright, license or other rights of any nature connected to any intellectual property rights in relation to the FIFA Parties and the Competition.

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#### 4. MISCELLANEOUS

- 4.1. **Our liability to you:** We have contracted with third party suppliers which we will take reasonable care and skill to ensure are reputable. Our role is to secure your booking at the accommodation establishment and although we will try to resolve matters where the Room Provider has not complied with any of its obligations, we emphasise that we do not have control over or responsibility for the actual services provided to you by the Room Provider or for the actions of it or its employees.
  
- 4.2. We do, however, accept liability where we or our staff, have not properly performed our contracted obligations except where such failure / improper performance arose:
  - a. due to the acts and / or omissions of the person(s) affected;
  - b. due to acts and / or omissions of a person unconnected with the provision of your contracted services and in circumstances beyond our control;
  - c. due to any event which was beyond our control and which we or the supplier of the service could not have forestalled or foreseen even with all due care.

Therefore, we shall not be liable for any loss, costs, expenses, fines, liabilities, direct or indirect damage, including any extrinsic, special, penal, punitive, exemplary or consequential damage or damages of any kind whatsoever ("Damage") or howsoever caused in connection with your use of the Ordered Rooms unless they are caused by our wilful misconduct or gross negligence. We shall not be liable in the event of gross negligence of the Room Providers as our suppliers unless there is a breach of a material contractual duty under these Accommodation Booking Terms and Conditions and the Booking Confirmation and/or the Revised Booking Confirmation.

We shall (other than arising from our wilful misconduct or gross negligence) not be liable for any Damages that are untypical and unforeseeable under these Accommodation Booking Terms and Conditions and the Booking Confirmation and/or the Revised Booking Confirmation.

By entering any accommodation establishment, you confirm that you and each of your guests voluntarily assume all risks related to exposure to contagious disease and those that may result in pandemics. You further acknowledge and accept that you and each of your guests will follow any and all rules and/or protocols that may be implemented in order to attempt to reduce the spread of or the risk of contracting such disease and that the inability or unwillingness to comply with such rules and/or protocols shall not entitle you or your guests to a refund or any other form of compensation.

- 4.3. **Your liability to us:** Although we arrange your reservation with the Room Provider(s), we cannot be held responsible for the acts and omissions of you and any of the Voucher holders who use the Reserved Rooms allocated to you. In the event of any claim, cost or expense arising against us in respect of any such act or omission including any claim initiated against us by any of your guests who use the Reserved Rooms, you confirm that you will fully indemnify us, and the FIFA Parties, and bear the responsibility for this, either by settling and paying for such claims, fines, costs or expenses or, if you dispute any such claim, fine, cost or expense, that you will be responsible for the costs arising in defending such a claim including our own reasonable costs (if any).

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- 4.4. **Warranty:** Except to the extent otherwise expressly provided for in this Section 4.4, and to the extent permissible by law, we provide no warranties, whether express, tacit or implied, arising by operation of law or otherwise, in respect of any of the services provided to you. We specifically disclaim any implied warranties of fitness for a particular purpose or merchantability. Your primary rights in the event the Room Provider services are not performed properly in accordance with these Accommodation Booking Terms and Conditions and the Booking Confirmation and the Revised Booking Confirmation, shall be our assigning of our warranty claims, if any, against the respective Room Provider to you. In any case the warranty shall be limited to the Room Provider services being in accordance with the specification given by us.
- 4.5. **Amendments:** To the extent permitted by applicable law we reserve the right to amend these Accommodation Booking Terms and Conditions from time to time and will give you notice of any such amendments by e-mail. You may not amend or alter these Terms and Conditions without our prior written agreement.
- 4.6. **Term and Termination:** These Accommodation Booking Terms and Conditions shall apply to all transactions between us. You may terminate these Accommodation Booking Terms and Conditions by notice in writing in the event that we commit any serious breach of its material terms and fail to remedy such breach within five (5) business days. We shall be entitled to terminate these Accommodation Booking Terms and Conditions and/or recall any or all Reserved Rooms by notice in writing to you if: (a) you commit an irremediable breach, or a remediable breach and fail to remedy it within ten (10) days of receipt of notice of said breach requiring remedy of same; (b) you make any voluntary surrender or arrangement with your creditors or become subject to an administrative order or (being an individual or firm) are sequestrated or become bankrupt or (being a company) go into provisional or final liquidation or placed under judicial management (otherwise than for the purpose of solvent amalgamation or reconstruction) or are placed under any other similar or replacement regime covered from time to time by Swiss insolvency law or cease or threaten to cease to carry on business or an encumbrancer takes possession or a receiver is appointed to any of your property or assets or if we reasonably apprehend that any such event is about to occur and notify you accordingly.
- 4.7. **Waiver:** None of these Accommodation Booking Terms and Conditions may be waived except with the express written consent of the party or parties who is going to be bound by the waiver. Neither your rights nor our rights under these Accommodation Booking Terms and Conditions will be deemed to have been waived by any act or conduct on either your or our part, or by any neglect to exercise or enforce such right or power or by any delay in doing so. The rights and powers that are given to either of us under these Accommodation Booking Terms and Conditions shall continue to apply unless and until the person who is going to be bound by a waiver has specifically waived or released such powers in writing and signed in confirmation thereof. No waiver shall operate as a waiver of any other default or of the same default on a future occasion.
- 4.8. **Booking Cancellation by FIFA26 Accommodation Bureau:** Client acknowledges and agrees that FIFA26 Accommodation Bureau reserves the express right, which it may exercise in its sole discretion, to revoke and cancel any Booking Confirmation or Revised Booking Confirmation. Should this right be exercised, FIFA26 Accommodation Bureau shall provide Client with the option of accepting replacement Room(s) as

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outlined in the Booking Confirmation or Revised Booking confirmation, of equal or greater value or with a full refund. FIFA26 Accommodation Bureau shall give Client advanced notice of this Booking Confirmation/Revised Booking Confirmation cancellation, and its proposed replacement Room(s).

4.9. **Assignment:** The Accommodation Booking Terms and Conditions that apply on each Booking Confirmation are personal to you and you may not assign, transfer, subcontract or otherwise part with any benefits or obligations without our prior written consent, nor may you assign or transfer the right to use any of the Reserved Rooms without our prior written consent. Please note that if you do allow someone else to use the Reserved Rooms in accordance with this Clause then you agree to ensure that these Accommodation Booking Terms and Conditions will apply to that person also. We may assign these Accommodation Booking Terms and Conditions together with all respective rights and obligations hereunder to the FIFA Parties, or any of our subsidiary or associated companies and in the event we do so will notify you in writing, and the Accommodation Booking Terms and Conditions will be governed by, and interpreted in accordance with, the substantive laws of the jurisdiction in which such subsidiary or associated company is located and any disputes arising out of or in connection with the Accommodation Booking Terms and Conditions shall be resolved in accordance with the equivalent rules of arbitration that apply in such jurisdiction.

4.10. **Independent Contractors:** For the avoidance of any doubt, you and ourselves shall each be and remain independent contractors with respect to each other and with respect to all rights obtained and services performed. Nothing herein shall be construed to:

- Constitute you and ourselves as partners, joint ventures or co-owners;
- Constitute you or us as the agent, employee or representative of the other;
- Empower you or us to act for, bind or otherwise create or assume any obligations on behalf of the other.

4.11. **Notices:** All notices, demands, requests or other communications shall be in writing and shall be sent via registered mail or transmitted by hand delivery, e-mail or fax to the address or details chosen by each party as follows:

a. If intended for us:

**Daria Dvortsova**

**FIFA26 Accommodation Bureau**

Gartenstrasse 19

8002 Zurich

Switzerland

**E-Mail Address: [legal@fifa26-accommodation.com](mailto:legal@fifa26-accommodation.com)**

Or to such other address as may be designated by us in writing to you.

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Such notices, demands or other communications shall be deemed given within five (5) days of posting and upon the date of transmission by e-mail or fax or hand delivery unless the contrary can be proved.

- 4.12. **Severability:** If any provision or portion of any provision is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provisions shall not be affected by this.
- 4.13. **Binding Agreement:** Both you and we intend to rely upon the written terms set out here in these Accommodation Booking Terms and Conditions and in the Booking Confirmation and any Revised Booking Confirmation. If either party requires any changes which are agreed by the other, both parties should make sure to ask that these be put in writing. **BOTH PARTIES ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING DOCUMENT. BEFORE AGREEING TO THE TERMS AND CONDITIONS YOU SHOULD READ IT CAREFULLY AND ENSURE THAT IT CONTAINS EVERYTHING YOU WANT AND NOTHING YOU ARE NOT PREPARED TO AGREE TO.**

The contents of these Accommodation Booking Terms and Conditions and related documents may be translated for the Client's convenience. Should there be any discrepancies between the translated version of the documents and the original English version, the Client and its guests acknowledge and agree that the contents of the original English version shall prevail.
- 4.14. **Headings:** Section and subsection headings are for ease of reference only and shall not constitute a part of these Accommodation Booking Terms and Conditions nor be given any substantive effect.
- 4.15. **Resolution of Complaints:** If you encounter a problem in relation to the services being supplied you should immediately inform the Room Provider and also our own representative who will do what they can to resolve matters to your satisfaction. If the difficulty is not resolved at the time to your satisfaction you must ensure that you contact us in writing no later than twenty-eight (28) days after your return at the address provided to you in Section 4.11 above. If you fail to advise us and/or the supplier promptly about such difficulties this may affect our ability to properly look into and resolve this matter for you.
- 4.16. Subject to Section 4.9, these Accommodation Booking Terms and Conditions shall be governed and interpreted in accordance with Swiss Law to the exclusion of its conflicts of law principles and to the exclusion of the Vienna Convention on Contracts for International Sale of Goods. The parties shall try in good faith to resolve any dispute arising from or in connection with these Accommodation Booking Terms and Conditions by way of good faith discussion and negotiation. If the parties do not resolve any such dispute within thirty (30) days from the date on which negotiations are initiated, the dispute shall, to the extent permitted by applicable law and to the exclusion of the courts, be exclusively referred to, and finally resolved by, an arbitral tribunal in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce. The seat of the arbitration shall be Zürich, Switzerland. The language of the proceedings shall be English. For the avoidance of doubt, any determination by the arbitral tribunal shall be final and binding on the parties.

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- 4.17. **Governing Law:** your Booking Confirmation, any Revised Booking Confirmation and these Accommodation Booking Terms and Conditions shall (subject to Section 4.9) be governed by, construed, interpreted, applied and enforced in accordance with, the Laws of Switzerland (without giving effect to principles of conflict of law thereof) and the place of performance for the services provided under these Accommodation Booking Terms and Conditions shall be Switzerland.
- 4.18. **Force Majeure:** The performance of these Accommodation Booking Terms and Conditions by either party is subject to acts of God, epidemic, pandemic, war, government action or decree, disaster, strikes (other than strikes by our staff), riot or civil disorder, acts of terrorism, curtailment of transportation facilities (to the extent such curtailment was beyond our reasonable control), inclement weather, the rescheduling or cancellation of the Event, its being held "behind closed doors", or its being relocated to another venue or any other emergencies beyond the affected party's control making it illegal or impossible to perform its obligations under these Accommodation Booking Terms and Conditions. In the event that performance of these Accommodation Booking Terms and Conditions is not possible by reason of Force Majeure, neither party shall be deemed to be in breach of the terms of these Accommodation Booking Terms and Conditions and neither party shall then be obligated in any manner to the other with respect to such performance. Compensation will not be payable by either. To the extent we recover monies from the Providers we will refund such monies to you.
- 4.19. **Insurance:** you are responsible for (and we strongly recommend you do so) arranging and obtaining your own travel insurance (including cancellation insurance) in respect of all issues arising out of these Accommodation Booking Terms and Conditions including in particular Section 4.18 above. We cannot be responsible for any losses incurred by you arising from a Force Majeure event to the extent we are unable to recover such monies as set out at Section 4.18.
- 4.20. **No Commercial Use of Transaction; Commercial Identification Prohibition:** You have no right to grant and you shall not use commercial identification rights of any kind relating to the FIFA World Cup 2026™. All such commercial identification rights must be granted by the FIFA Parties.
- 4.21. **Confidentiality:** The contents of, and any information disclosed pursuant to, these Accommodation Booking Terms and Conditions are confidential, except that we may share these Accommodation Booking Terms and Conditions with our respective owners, subsidiaries or holding companies, and the FIFA Parties. Client, and its guests, will do all things necessary to preserve the confidentiality of these Accommodation Booking Terms and Conditions, unless in relation to and as necessary to effect the transfer of the rooms.
- 4.22. **Intellectual Property:** Client and its guests acknowledge that the FIFA Parties are the sole and exclusive owners of the Competition (or any part of it) and of all commercial and intellectual property rights relating thereto, including all copyright, trademarks, trade names, trade dress, symbols, logos and emblems. Client, and its guests, further acknowledge that, other than as may be permitted by existing laws on fair use, the Client and its guests have no right to use, display or exploit the FIFA Parties' commercial and intellectual property rights without the FIFA Parties' prior written approval.

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4.23. **Contractual Relationship and Benefit of Contractual Provisions:** Client and FIFA26 Accommodation Bureau acknowledge and agree that the FIFA Parties are entitled to enforce or benefit from the terms of Sections 3.2, 4.3, 4.20 and 4.22 of these Accommodation Booking Terms and Conditions directly against Client.

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