

## **General Conditions for the Use of the Super-Vouchers Granted to the Holders of Valid Admission Tickets for the 2020 Edition of the Internazionali BNL d'Italia**

### **Whereas:**

- a) The *Association of Tennis Professionals* (“**ATP**”) is the international governing body for the men’s professional tennis circuit known as the *ATP Tour*;
- b) The *Women’s Tennis Association* (“**WTA**”) is the governing body for the women’s professional tennis circuit known as the *WTA Tour*;
- c) The Italian Tennis Federation (“**FIT**”) is a private law association with legal personality constituted by all the affiliated sporting clubs and associations that practice tennis, beach tennis, wheelchair tennis and padel in Italy. It is the sole and exclusive owner of the sports and commercial exploitation rights relating to the sports event currently known as *Internazionali BNL d’Italia* (“**IBI**”), which includes two tournaments forming part of the *ATP Tour* and the *WTA Tour* – reserved for male and female players, respectively – and their qualification matches; as of today, the IBI is held annually in Rome, during the days established by the ATP and WTA calendars;
- d) ATP is also the owner of the intellectual property and commercial exploitation rights relating to the men’s professional tennis tournament currently known as *Nitto ATP Finals* (“**ATP Finals**”) and *Next Gen ATP Finals* (“**Next Gen**”), reserved for the top players from the ATP Tour and to the top players aged 21 and under from the ATP Tour, respectively;
- e) FIT has been granted by ATP the right to organize, *inter alia*, the 2021 edition of the ATP Finals and Next Gen;
- f) During 2020, we have experienced an emergency in connection with the spread of a Covid-19 pandemic, which led the government authorities to adopt emergency measures in order to mitigate and handle such epidemiological emergency. As a result of this unpredictable and exceptional event, the 2020 edition of the IBI, originally scheduled from 9 to 17 May 2020, was first suspended and then rescheduled from 14 to 21 September 2020; however, it was held almost behind closed doors, and therefore without the presence of the public;
- g) As a result of the events referred to in letter f) above, FIT was unable – pursuant to Articles 1463 *et seq.* of the Italian Civil Code – to provide its services and, as a consequence, the admission tickets for the 2020 edition of the IBI could not be used;
- h) Therefore, pursuant to Article 88 of Law Decree no. 18/2020 (as converted with amendments by Article 1, paragraph 1, of Law no. 27/2020), FIT has made available, to all those who had purchased access tickets for the 2020 edition of the IBI, a voucher that can be used to purchase access tickets to attend the 2021 editions of the IBI, or the Nitto ATP Finals, or the Next Gen ATP Finals, or the 2022 edition of the IBI (collectively, the “**Events**”), according to the terms and conditions hereby provided.

\*\*\*

- For the purpose of the interpretation and application of these General Conditions, the expressions below shall complement those described above and have the following meaning:

**Season Ticket:** means the booklet of Admission Tickets, which may also be issued electronically, that allows its holder to access the sports facility and the playing courts indicated thereon (during the dates and sessions indicated thereon), in order to attend the matches scheduled for the:

- 2021 edition of the IBI; or
- 2021 edition of the ATP Finals; or
- 2021 edition of the Next Gen; or
- 2022 edition of the IBI;

- **Purchaser:** means the person who has purchased an Admission Ticket from the retailers approved by FIT for this purpose;
- **Ticket:** means the admission ticket, which may also be issued electronically, that allows its holder to access the sports facility and the playing courts indicated thereon (during the dates and sessions indicated thereon), in order to attend the matches scheduled for the:
  - 2021 edition of the IBI; or
  - 2021 edition of the ATP Finals; or
  - 2021 edition of the Next Gen; or
  - 2022 edition of the IBI;
- **General Conditions:** means these General Conditions for the use of the Super-voucher available on the website [www.internazionaleibnlditalia.com/supervoucher/](http://www.internazionaleibnlditalia.com/supervoucher/), to which all the Users are subject;
- **Super-voucher:** means the title, with a value equal to the Purchaser's Access Ticket increased (for the part net of pre-sale rights) by 25%, associated to a code, which can be used to purchase Tickets and Season Tickets;
- **Access Tickets:** means the ticket or the season ticket (as defined in the relevant general sales conditions) to attend the 2020 edition of the IBI and that has not been used;
- **User:** means the natural person who uses the Super-voucher to purchase Tickets or Season Tickets.

1. The Purchaser is responsible for keeping the usage code associated with the Super-voucher received.
2. The Purchaser may become a User of the Super-voucher or decide to transfer such Super-voucher and the relevant usage code to a third party, who may in turn become a User.
3. The Super-voucher must be used before 31 May 2022.
4. The Super-voucher can only be used to purchase Tickets or Season Tickets for one of the Events.
5. The Purchaser or, as the case may be, the person who has received the Super-voucher and the relevant usage code, may become a User by purchasing Tickets or Season Tickets only through the official website of the IBI (currently, [www.internazionaleibnlditalia.com](http://www.internazionaleibnlditalia.com)), ATP Finals (currently, [www.nittoatpfinals.com](http://www.nittoatpfinals.com)) or Next Gen (currently, [www.nextgenatpfinals.com](http://www.nextgenatpfinals.com)) (each, the "**Website**" and jointly the "**Websites**"). Upon completion of the purchase process described in the relevant website, the User must enter the Super-voucher usage code in the appropriate box.

7. The Super-voucher can be used only for one purchase. Therefore:
  - a) if the value of the Super-voucher is equal to the amount of the purchase order for Tickets and Season Tickets, the entire value of the Super-voucher will be lost and the Super-voucher itself shall be cancelled;
  - b) if the value of the Super-voucher is lower than the amount of the purchase order for Tickets and Season Tickets, the entire value of the Super-voucher will be lost, the Super-voucher itself shall be cancelled and the difference in price shall be paid by the User exclusively by credit card;
  - c) if the value of the Super-voucher is greater than the amount of the purchase order for Tickets and Season Tickets, the remaining value of the Super-voucher may not be used to make any further purchases or recovered by the User. Therefore, the entire value of the Super-voucher will be lost and the Super-voucher itself shall be cancelled.
8. The User has the right of pre-emption for the purchase of Tickets and Season Tickets for the 2021 edition of the IBI. Such right may be exercised by the User not later than the tenth day prior to the date of commencement of the sale of Tickets and Season Tickets for the 2021 edition of the IBI to the general public.
9. FIT reserves the right to amend these General Conditions, taking care to notify such amendments by means of a notice published on the website [www.internazionalibnlditalia.com/supervoucher/](http://www.internazionalibnlditalia.com/supervoucher/). These amendments shall be effective as of such publication or on the different date specified on the notice itself. Any amendments to the General Conditions due to legal provisions or measures by public authorities shall be effective regardless of the publication of a notice on the website [www.internazionalibnlditalia.com/supervoucher/](http://www.internazionalibnlditalia.com/supervoucher/).