

F&B Concessions Portal Terms of Use

1. Definitions

The following definitions shall be used in these Terms:

SC, we or us means the Supreme Committee for Delivery & Legacy, an entity established under the laws of the State of Qatar pursuant to Emiri Decree No. 27 of 2011 as amended by Emiri Decree No. 3 of 2014, and its representatives, agents, successors and assigns.

AKH means Aspire Katara Hospitality, an entity established under the laws of the State of Qatar under commercial number 52583, and whose place of business is at 29th floor, Al Asmakh Tower, Majlis Al Taawon Street, West Bay, P.O. Box 10737, Doha, Qatar

You, the Applicant, means any person who makes an Application for registration with the F&B Concessions Portal.

Application means an application for registration with the F&B Concessions Portal in accordance with these Terms.

Application Data means all data you submit as part of your Application or any Application for another person which you are permitted to make.

FIFA means Fédération Internationale de Football Association.

F&B Concession means the sale of food and beverage products and services from shops, Food Trucks, Caravans, Containers, kiosks, Trolley and carts, in specific locations during the Tournament and in such manner as specifically approved by SC .

F&B Concessions Portal means the food and beverage concessions website and related mobile application through which food and beverage vendors can apply for a chance to operate an F&B Concession in specific locations in Qatar during the Tournament.

Indemnified Entities has the definition set out in Clause 11 of these Terms.

Privacy Policy means the SC's privacy policy which governs the collection of data on the F&B Concessions Portal and can be found at [\[https://forsa2022.qa/Privacy_Policy.pdf\]](https://forsa2022.qa/Privacy_Policy.pdf).

QID means a Qatar Identity Document.

Terms means these terms of use for the F&B Concessions Portal.

Terms of Use means the terms of use for the qatar2022 website that can be found at <https://www.qatar2022.qa/en/terms-of-use>.

Tournament means the FIFA World Cup Qatar 2022™.

2. Acceptance of Terms

2.1 These Terms set out the process by which an Application for registration with the F&B Concessions Portal can be made, the basis upon which SC will process such Application, and the terms for use of the F&B Concessions Portal by a successful Applicant.

2.2 Before submitting an Application, you should ensure that you have read and understood these Terms.

2.3 By using or otherwise accessing the F&B Concessions Portal, or clicking to accept or agree to these Terms where that option is made available, you:

- (a) accept and agree to these Terms and any additional policies which relate to the F&B Concessions Portal;

- (b) consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy; and
- (c) agree to any additional terms, rules and conditions as may be issued by SC from time to time in relation to the use of the F&B Concessions Portal.

3. Modification of Terms

SC reserves the right, at its sole discretion, to modify or replace these Terms at any time. Updated versions of these Terms will be posted on the F&B Concessions Portal. You shall be responsible for reviewing and becoming familiar with any such modifications. Submitting an Application by you after any modification to the Terms constitutes your acceptance of these Terms as so modified.

4. Eligibility

4.1 You hereby represent and warrant that you are fully able and competent to accept these Terms and to abide by and comply with these Terms.

4.2 By submitting an Application you are representing and warranting that:

- (a) you are or you are applying on behalf of a food and beverage vendor;
- (b) to the extent that you are applying for another individual or entity (one or more) you warrant that:
 - (i) you have obtained their approval of these Terms;
 - (ii) you have obtained their consent to provide this confirmation on their behalf on the F&B Concessions Portal;
- (c) you will abide by all laws of the State of Qatar;
- (d) you will abide at all times by these Terms.

4.3 If SC or any other State of Qatar government entity determines that you do not meet the eligibility requirements, then you are not authorized to use the F&B Concessions Portal and SC reserves the right to terminate your access to the F&B Concessions Portal.

5. Conditions of Participation

5.1 To obtain a chance to operate an F&B Concession during the Tournament you will need to register for an account on the F&B Concession Portal. By making an Application, you agree to provide accurate, current and complete information about yourself and that of any individuals that you are applying on behalf of, as and maintain and promptly update the Application Data to keep it accurate, current and complete.

5.2 If you provide any information that is inaccurate, not current or incomplete, or SC has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, or if you are not eligible to apply for registration with the F&B Concessions Portal, SC may deny your Application, cancel your access to the F&B Concessions Portal at its sole discretion. Please refer to the Terms of Use for more information on how the F&B Concessions Portal should be used.

5.3 You agree that the sole and specific purpose of applying on the F&B Concessions Portal is to submit an application for a chance to operate an F&B Concession during the Tournament. SC shall be entitled to suspend, limit or terminate your access to the F&B Concessions Portal if we determine, in our sole

discretion, that you are misusing the F&B Concessions Portal. In such circumstances, we may also report such activity to relevant authorities.

6. Application Data

6.1 To register with the F&B Concessions Portal, you will be required to submit such information as detailed on the F&B Concessions Portal.

6.2 Your Application Data will be processed as per the terms of the Privacy Policy and the consents, which you will be required to consider and if you so choose, to grant at various intersections of your Application. These consents are required in order for your Application to be submitted and considered.

6.3 You cannot register with the F&B Concessions Portal without providing the mandatory information set out on the F&B Concessions Portal.

7. Application Process

7.1 Once you have submitted your Application on the F&B Concessions Portal you will receive confirmation of your Application status via email, and you will receive a response on whether your Application is successful.

7.2 If your Application is successful, you will receive a notification indicating that your Application is approved.

7.3 SC and AKH reserves the right to request additional information and/or data where the information and data provided is deemed insufficient to approve your Application.

7.4 SC and AKH reserves the right to select successful applicants at its own discretion.

8. Termination or Cancellation of F&B Concessions Portal

8.1 SC reserves the right to terminate or suspend your access to the F&B Concessions Portal at any time if you fail to comply with the terms and conditions of the Terms of Use or for any other reason as set out in the Terms of Use.

9. Waiver and Release of Liability

To the maximum extent permitted under the applicable law, you fully, irrevocably and unconditionally waive any and all claims against SC, FIFA and all of their respective affiliated entities, each member association and confederation that is part of SC and/or FIFA, and their respective officers, directors, agents, representatives, employees, elected and appointed officials of each of the foregoing entities (collectively, the “**Indemnified Entities**”) and agree that the Indemnified Entities will have no liability or responsibility for any claim arising in connection with your Application and/or the F&B Concessions Portal. The Indemnified Entities do not operate and have no control over your Application or the F&B Concessions Portal. If you fail to obtain registration with the F&B Concessions Portal or if your Application is cancelled or terminated for any reason, you will not be entitled to any refunds from any of the Indemnified Entities.

10. Miscellaneous

10.1 Governing Law and Disputes: These Terms and any disputes or claims arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the State of Qatar. Unless settled or

otherwise agreed by both Parties, any dispute or difference shall be finally determined under the exclusive jurisdiction of the courts of the State of Qatar.

- 10.2 Assignment:** SC shall be free to assign or transfer any of its rights or obligations under the F&B Concessions Portal at any time without your consent. You may not assign or transfer any of your rights or obligations.
- 10.3 Severance:** If any provision (or part of a provision) of these Terms are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to our commercial intention.