

## GENERAL REGULATIONS FOR THE USE OF MEO ARENA <sup>1</sup>

### 1. PURPOSE

- 1.1. The purpose of these regulations is to establish the general rules for the use of MEO Arena, which all Event Promoters holding events in this venue are required to comply with.

### 2. RESERVATION REQUESTS

- 2.1. Promoters wishing to organize an Event at MEO Arena must submit a reservation request in writing, either electronically or by conventional means, to the Commercial Department of Arena Atlântico. All reservation requests submitted to the Commercial Department of Arena Atlântico are assigned a unique reference number.
- 2.2. In each request referred to in paragraph 2.1 above, the Promoter must provide the following information:
  - a) Event date(s);
  - b) Person or entity responsible for the Event;
  - c) Room(s) required for the Event; and
  - d) Whether the Event is a Corporate Event or a Public Event.
- 2.3. Arena Atlântico shall confirm to the Promoter, in writing, the date and time of receipt of all reservation requests, while also keeping an internal record of such requests in chronological order. Arena Atlântico shall also provide the Promoter with the unique reference number of the reservation request.
- 2.4. Reservation requests containing the information referred to in points a) to d) of paragraph 2.2 give rise to a provisional reservation of the specified MEO Arena room(s) in favour of the Promoter, if available on the desired date or period.

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<sup>1</sup> The definitions set out in Section A of the commitments approved by the AdC on 19 November 2024 in case Ccent/2023/17 – LNE / R&B\* Arena Atlântico (“Commitments”, available at: [https://www.concorrencia.pt/sites/default/files/processos/ccent/AdC-CCENT\\_2023\\_17-Decisao-VNC-final-net.pdf](https://www.concorrencia.pt/sites/default/files/processos/ccent/AdC-CCENT_2023_17-Decisao-VNC-final-net.pdf)) shall also apply to these Regulations.



### 3. CONFIRMATION OF RESERVATION REQUESTS AND CANCELLATIONS

- 3.1. If two or more reservation requests are received for a Public Event on the same date or period and for the same MEO Arena room, Arena Atlântico shall inform each Promoter involved of the total number of overlapping requests for that date or period, as well as the position each Promoter occupies in the chronological order of requests.
- 3.2. If a Promoter who holds the second position, or any subsequent position, in the chronological order of requests informs Arena Atlântico that they wish to confirm the reservation—because they have entered into, or demonstrate that they will enter into, a contract with an artist or agent for holding a Public Event at MEO Arena—Arena Atlântico shall contact, successively, each Promoter with priority in the chronological order of requests, informing them that they must confirm their reservation within 48 (forty-eight) hours, excluding weekends and any national public holidays, counting from the receipt of Arena Atlântico's notification for that purpose, failing which their reservation request shall lapse.
- 3.3. Arena Atlântico shall confirm the reservation of the Promoter who informs that they have entered into, or will enter into, a contract with an artist or agent for holding a Public Event at MEO Arena, after verifying that all requests with priority in the chronological order have lapsed, pursuant to the previous paragraph.
- 3.4. If a Promoter wishes to receive from Arena Atlântico a draft commercial proposal for a given Public Event, they may request it at any time during the process described in paragraphs 2.1 to 3.3. However, for Arena Atlântico to provide Promoters with a draft commercial proposal, Promoters must supply the following information:
  - a) Average ticket prices, expected room capacity, and basic room configuration;
  - b) Any complementary or additional services required, in reference to those provided by Arena Atlântico, if applicable; and
  - c) Whether the Promoter intends to use Arena Atlântico's Ticketing System or engage the services of a Controlled Ticketing Operator or a Third-Party Ticketing Operator.



- 3.5. Once the Promoter has confirmed a reservation request for a Public Event, Arena Atlântico shall request the Promoter to provide the information indicated in paragraph 3.4 in order to formalize the commercial proposal, should such information have not been supplied yet.
- 3.6. For the purposes of requesting a commercial proposal under paragraphs 3.4 and 3.5 above, the Promoter is not required to provide, and Arena Atlântico shall not request, the identity of the artist concerned or the name of the Public Event.
- 3.7. Upon receipt of the information referred to in paragraph 3.4, Arena Atlântico shall send a commercial proposal, which shall include the following information:
- Indication of the spaces, dates, and times reserved/confirmed by the Promoter;
  - Details of the value of the Base Price (as defined in the MEO Arena Pricing Policy attached to the Commitments) and the price of any additional services the Promoter may have requested for the Public Event;
  - Description of the equipment and/or services included in the proposal;
  - Payment deadlines; and
  - Other relevant conditions and information.
- 3.8. Arena Atlântico shall grant the Promoter a period of 48 (forty-eight) hours, excluding weekends and any national public holidays, counting from receipt of the commercial proposal, to accept the conditions of the proposal in writing and comply with the obligations contained therein.
- 3.9. If the Promoter does not accept the conditions of the proposal and fails to comply with the obligations set out therein, in accordance with the previous paragraph, the reservation request shall lapse, and Arena Atlântico shall confirm the reservation to the next Promoter in the chronological order of requests who remains interested in the reservation, pursuant to the preceding paragraphs.

#### 4. COMMITMENT RULES

- 4.1. Any disputes arising from the relationships established between Arena Atlântico and Promoters shall be settled in the courts of the Judicial District of Lisbon, unless Arena Atlântico expressly agrees otherwise in writing.



- 4.2. Without prior written authorization from Arena Atlântico, the Promoter is prohibited from transferring the contracted dates for the use of MEO Arena rooms to another Promoter.
- 4.3. Unless written consent is provided by Arena Atlântico, the Promoter may not replace a scheduled Event with another Event. Should the replacement be accepted by Arena Atlântico and the originally scheduled Event does not take place, the provisions of clause 16.3 of these regulations shall apply.
- 4.4. The Promoter acknowledges that the private boxes inside MEO Arena are assigned either to Arena Atlântico or to entities with which it holds contractual commitments, and therefore their capacity may not be used by the Promoter under any circumstances. Holders of these boxes have the right to attend the Event free of charge, except when the Event consists of political or religious meetings, congresses, conventions, or other Events without tickets and not open to the general public.
- 4.5. The Promoter shall provide Arena Atlântico, at no cost, with up to 300 tickets in total, consisting of up to 100 of the best seats in the room and up to 200 of the second-best seats, as defined by Arena Atlântico in the commercial proposal, taking into account the room layout communicated by the Promoter.

## **5. CONTRACTS BETWEEN PROMOTERS AND THIRD PARTIES PARTICIPATING IN THE EVENT**

- 5.1. Whenever the nature of the Event taking place at MEO Arena requires the assignment of rooms to participants in the Event (i.e., individuals who, under the Promoter's responsibility, participate in the Event at a technical, artistic, operational, advisory, or other level), namely in the case of Fairs and Exhibitions, the Promoter undertakes to include in the contracts it enters into with such Event participants a specific clause binding them, in all matters concerning them, to comply with these regulations.

## **6. ACCREDITATION OF PERSONNEL WORKING FOR THE PROMOTER, EVENT PARTICIPANTS, AND THIRD PARTIES INVOLVED IN THE EVENT**

- 6.1. Individuals working for the Promoter, participating in the Event, or belonging to a third party involved in the organization of the Event must display their respective credential in a visible place, identifying them and linking them to the entity they are working for. These names must appear on a permanently updated list, to be submitted by the Promoter to MEO Arena.
- 6.2. Accreditation of the individuals referred to in the preceding paragraph is the responsibility of the Event Promoter, according to a method previously agreed with Arena Atlântico.
- 6.3. Arena Atlântico reserves the right, at any time and through its staff, to verify the identity of



any credential holder in whatever manner it deems most expedient.

- 6.4. Credential holders shall only have access to the MEO Arena rooms defined in the commercial proposal.
- 6.5. Credential holders are prohibited from accessing areas intended for the exclusive use of Arena Atlântico and those which, due to their technical or safety-related nature, are restricted to authorized personnel only, unless expressly permitted by Arena Atlântico. Areas intended for the exclusive use of Arena Atlântico include, among others, storage rooms and technical rooms, the garage and internal access routes, the VIP entrance (both the existing one and any others that may be created), and the box seat areas and their interiors.

## **7. SUPERVISION BY ARENA ATLÂNTICO**

- 7.1. Arena Atlântico is responsible for supervising all forms of use of MEO Arena, guiding, coordinating, and overseeing the execution of all Events held therein, and contracting, where necessary, the support services required for the proper holding of the Event or those that have been requested.
- 7.2. In performing its supervisory role, Arena Atlântico may issue any instructions, directives, and rules deemed necessary for the effective coordination of activities carried out by the various users of MEO Arena, as well as those essential for maintaining safety and adequate hygiene and comfort conditions within the facilities.
- 7.3. The regulations, instructions, and directives issued by Arena Atlântico to ensure the hygiene, comfort, and safety conditions of the facilities are mandatory for all users and occupants of MEO Arena, and may be amended, corrected, or supplemented at any time by Arena Atlântico whenever necessary or convenient for the management of MEO Arena or to safeguard the comfort, hygiene, and safety of its users and occupants.
- 7.4. Promoters agree to allow that, whenever circumstances so require, personnel from Arena Atlântico or any person mandated by it shall have free access to the rooms and/or premises being used, provided that such persons are duly identified and do not disrupt the normal course of activities contracted for those rooms.



## 8. CROWD AND ACCESS MANAGEMENT, INTERNAL SECURITY, AND CLEANING OF THE FACILITIES

- 8.1. The human resources allocated to the crowd management and room access system for each Event, inside and outside MEO Arena—such as security services and ushers—as well as their planning, are the exclusive responsibility of Arena Atlântico and are included in the overall rental budget. This does not prevent third parties using MEO Arena from recommending and requesting specific actions in this area.
- 8.2. The technical support for the operation of the access control system in place at MEO Arena during the Event, as well as the integration of sales data provided by the ticketing operator, are exclusive tasks of Arena Atlântico. The cost of this service is not included in the overall rental budget and is listed in the MEO Arena Pricing Policy, available on its website.
- 8.3. Arena Atlântico's maintenance and security services shall have free access, whenever they deem necessary, to any rooms or facilities within MEO Arena, even if such areas or spaces are assigned to third parties.
- 8.4. The exercise of surveillance by Arena Atlântico's staff in no way reduces the Promoter's responsibility to indemnify Arena Atlântico for any losses or damages caused to MEO Arena or to Arena Atlântico arising from wrongful or negligent conduct by the Promoter, Event participants, or personnel working on their behalf.
- 8.5. The Promoter and Event participants must at all times keep MEO Arena's emergency exits clear and unobstructed, and must respect the areas designated for circulation by its users.
- 8.6. Under no circumstances may access to the emergency means and equipment belonging to MEO Arena or to the external emergency services supporting Arena Atlântico be obstructed.
- 8.7. In enclosed spaces, the Promoter undertakes not to allow access to a number of people exceeding the capacity established and authorized, or that could jeopardize the safety of persons and property.
- 8.8. The Promoter undertakes to enforce the smoking prohibition rule in all duly identified areas, in roof access points, and in all stairways and upper walkways.
- 8.9. The Safety Manual and Emergency Plan of MEO Arena are available for consultation, and Promoters are obliged to review them in order to become familiar with the respective rules.
- 8.10. The Promoter and Event participants undertake, whenever applicable, to activate the emergency and safety mechanisms available in the areas assigned to them.



- 8.11. The Promoter and Event participants undertake to inform Arena Atlântico in advance of any occurrence that may take place in the rooms assigned to them and that may compromise the safety, hygiene, or comfort of the facilities, namely any occurrence that requires reinforcement of surveillance, security, crowd management, maintenance, or cleaning measures by Arena Atlântico's services.
- 8.12. The MEO Arena spaces shall be made available properly cleaned and will be cleaned during the Event period; this service is included in the overall room rental budget.
- 8.13. Other cleaning services, namely the removal of waste and materials resulting from the assembly and dismantling of the Event, or additional services requested by the Promoter or clearly necessary to maintain adequate hygiene and comfort levels in the rooms—given the type of Event and its audience—shall be provided by Arena Atlântico, and their cost shall be invoiced separately to the Promoter, as they are not included in the agreed overall price for the room hire.
- 8.14. The Promoter undertakes to comply with all instructions issued by Arena Atlântico regarding the packaging and removal of waste, and in particular to follow the guidelines established by Arena Atlântico in coordination with the public services responsible for this matter.
- 8.15. The Promoter and other Event participants acknowledge that MEO Arena is under permanent surveillance through a closed circuit television system, including image recording.
- 8.16. Arena Atlântico is exclusively responsible for ensuring the presence, at each Event, of medical assistance and firefighters, as well as PSP (Public Security Police), the latter depending on the type of Event and/or the express request of the Promoter. These services shall either be included in the overall room rental budget or charged to the Promoter after the Event.
- 8.17. Regardless of the method by which ticketing services are provided for an Event, pursuant to paragraphs 22 and 23, Arena Atlântico shall ensure the operation of MEO Arena's access control system, the costs of which are itemized separately in the proposal sent to the Promoter in accordance with paragraph 43.7.



## **9. PRESERVATION OF THE STRUCTURAL, TECHNICAL, AND AESTHETIC CONDITIONS OF MEO ARENA**

- 9.1. Unless previously agreed in writing by Arena Atlântico, the Promoter and Event participants shall refrain from carrying out any works or improvements in the rooms assigned to them and undertake to always observe the rules issued by Arena Atlântico regarding the aesthetics and safety of MEO Arena.
- 9.2. The Promoter and Event participants undertake to comply with the technical rules applicable to the equipment and installations existing in MEO Arena and to refrain from using any equipment that may cause damage to such installations.

## **10. OPERATING HOURS FOR THE USE OF MEO ARENA**

- 10.1. Use of MEO Arena shall comply with the schedule agreed upon between Arena Atlântico and the Promoter.
- 10.2. The Promoter shall be responsible for ensuring that, in the case of the Events referred to in paragraph 5 of these regulations, the agreed schedule is observed by all Event participants.

## **11. RESPECT FOR PUBLIC ORDER**

- 11.1. Arena Atlântico reserves the right to order the removal from MEO Arena of any person who disrupts public order within the venue.

## **12. LIABILITY FOR DAMAGES CAUSED TO ARENA ATLÂNTICO OR THIRD PARTIES**

- 12.1. The Promoter shall be solely liable to Arena Atlântico for any damage or losses caused to MEO Arena by individuals working on its behalf, by Event participants, or by members of the public attending the Event.
- 12.2. The Promoter and Event participants assume full responsibility for paying any compensation that may become due to third parties as a result of intentional or negligent conduct by individuals acting on their behalf.
- 12.3. The Promoter and Event participants shall be exclusively responsible for the theft, loss, or deterioration of any goods located in the assigned rooms, whether such goods belong to them, to Arena Atlântico, or to third parties.



- 12.4. In addition to the insurance policies required under applicable legislation, the Promoter may be required to obtain other insurance policies, with coverage amounts and scopes deemed appropriate by Arena Atlântico, which shall be set out in the formal agreement between the parties.

### 13. BREACH OF THE RULES OF THESE REGULATIONS

- 13.1. A breach, by the Promoter or by participants in the Event, of the rules set out in these regulations—without prejudice to any specific sanctions that may be agreed between the Promoter and Arena Atlântico, and without prejudice to the Promoter's obligation to pay Arena Atlântico all agreed amounts and any other damages caused—constitutes sufficient grounds for Arena Atlântico to unilaterally decide to terminate the usage agreement.
- 13.2. Termination of the agreement shall take effect through written communication to that effect sent by Arena Atlântico to the Promoter, to the address shown on the letterhead used by the Promoter, or by fax or email previously used in correspondence with the Promoter. In this communication, Arena Atlântico must indicate the reasons for its decision to terminate the agreement.
- 13.3. Once the agreement has been terminated, Arena Atlântico shall only grant the Promoter and other participants in the Event access to the interior of MEO Arena for the purpose of removing any goods located there that belong to them.
- 13.4. In the communication referred to in section 13.2 above, Arena Atlântico shall set the time period during which the Promoter and other participants in the Event must remove their belongings. During this period, the Promoter shall be responsible for vacating the allocated rooms in the exact condition in which they were received from Arena Atlântico.
- 13.5. Once the period referred to in the previous paragraph has elapsed without the Promoter or other participants in the Event having removed their belongings, or without the facilities having been vacated in the exact condition in which they were made available by Arena Atlântico, Arena Atlântico shall proceed with vacating the rooms. Under no circumstances may Arena Atlântico be held liable for the loss or deterioration of any such goods and may dispose of them as it sees fit. The Promoter shall be responsible for reimbursing Arena Atlântico for any amounts incurred in vacating the allocated rooms.



## 14. PREPARATION OF THE ROOMS

- 14.1. The setup and dismantling of any Events shall be carried out by the Promoter at its own expense, but always under the supervision of Arena Atlântico.
- 14.2. All work performed at height and suspended from the MEO Arena rigging grid shall be carried out by Arena Atlântico's services, without prejudice to downrigging work being performed by personnel hired by the Promoter, under Arena Atlântico's supervision.
- 14.3. The Promoter undertakes to comply with, and to ensure that the other Event participants comply with, all instructions given by Arena Atlântico's staff regarding the setup and dismantling of the structures necessary for holding the Events.
- 14.4. Unless previously agreed in writing by Arena Atlântico, no structural or decorative alteration may be made to the allocated rooms, and the Promoter or Event participants may not, without prior consent, attach, nail, or glue anything to the walls, floors, pillars, ceiling, etc., nor cut or drill into any such elements.
- 14.5. Any work required in the allocated rooms to enable the supply of electricity, water, gas, compressed air, installation of communication networks, or other needs shall be carried out by Arena Atlântico or by companies authorized by it, always at the Promoter's expense.
- 14.6. Once the Event has ended, the Promoter must return the allocated room to Arena Atlântico in the condition in which it was delivered, and shall be responsible for collecting all informational materials, advertising items, and signage during the Event dismantling period.
- 14.7. Arena Atlântico shall have the right to halt any setup or dismantling work whenever such work is not being performed in accordance with applicable legal, regulatory, or contractual provisions, or whenever the orders and instructions issued by Arena Atlântico in the exercise of its supervisory rights are being disregarded.
- 14.8. The setup and dismantling of the Events shall be carried out within the deadlines and schedules determined by Arena Atlântico or agreed with the Promoter.
- 14.9. Once the period established for the dismantling of the Event has elapsed, without the Promoter or other Event participants having removed their belongings, or without the facilities having been vacated in the exact condition in which they were made available, Arena Atlântico shall proceed with vacating the rooms. Under no circumstances may Arena Atlântico be held liable for the loss or deterioration of any such goods, and it shall be free to dispose of them as it sees fit. The Promoter shall be responsible for reimbursing Arena Atlântico for any amounts incurred in vacating the allocated rooms.



## 15. USE OF TECHNICAL EQUIPMENT

- 15.1. The technical equipment available in the allocated rooms may only be used if such use is expressly provided for in the agreement entered into with Arena Atlântico.
- 15.2. Unless otherwise provided in the agreement entered into with Arena Atlântico, the Promoter and other Event participants may only use their own technical equipment and services—or those of third parties—if such equipment and services are not available in the allocated rooms or if Arena Atlântico does not have them.
- 15.3. Arena Atlântico reserves the right to require that the technical equipment installed in the allocated rooms or supplied by Arena Atlântico be operated by Arena Atlântico's own staff, and the Promoters shall bear the corresponding expenses.

## 16. PAYMENTS

- 16.1. Payments owed by the Promoter for the temporary assignment of spaces, for the use of equipment, and for the services provided by Arena Atlântico shall be paid in instalments and no later than the start date of the event setup, under the terms defined in the commercial proposal.
- 16.2. Any payments owed to Arena Atlântico shall be made by cheque at its offices or by bank deposit into Arena Atlântico's account.
- 16.3. If, for any reason not attributable to Arena Atlântico, an entity that has contracted with Arena Atlântico for the temporary assignment of a room for the holding of an Event decides not to hold the planned Event, or becomes unable to do so during part or all of the agreed period, Arena Atlântico shall not be obliged to reimburse the Promoter for any amounts already received. The Promoter shall remain obliged to make all agreed payments that may not yet have fallen due, as well as to reimburse any expenses incurred by Arena Atlântico, unless Arena Atlântico decides otherwise.
- 16.4. Once the due date of any payment has been reached without the Promoter having made such payment, the Promoter shall have a grace period of 3 business days to make the agreed payment. After this period, Arena Atlântico may unilaterally terminate the usage agreement and retain, as compensation, all amounts already received, without prejudice to its right to claim compensation for additional damages, namely any outstanding agreed amounts.



## 17. OTHER OBLIGATIONS OF THE PROMOTERS

- 17.1. In addition to any other obligations arising from the regulations or from the terms of the agreement entered into with Arena Atlântico, Promoters organizing Events at MEO Arena shall also be required to:
- a) Comply with, and ensure compliance with, all applicable laws and regulations, including municipal regulations, regarding the holding of the Event they organize, and obtain all necessary authorizations and licenses for that purpose;
  - b) Ensure that the room allocated for the Event remains properly cleaned throughout the duration of the assignment;
  - c) Not store, use, or allow anyone to use, in the allocated rooms, highly flammable or explosive substances, gases, hazardous substances or materials (including pesticides and insecticides), foul-smelling substances, or radioactive materials;
  - d) Comply with the rules of the regulations, as well as with the instructions and directives issued by Arena Atlântico concerning the safety, hygiene, and comfort of MEO Arena;
  - e) Not use the allocated rooms for any purpose other than the one originally planned;
  - f) Not keep inside the rooms any motor vehicles used for support and/or technical assistance to the Event;
  - g) Respect the rights of third parties, namely copyright and industrial property rights, and obtain all necessary licences in relation thereto;
  - h) Bear the cost of all licences, fees, and taxes applicable to the holding of the Events, as well as any intellectual property rights, and Arena Atlântico may require Promoters to provide proof, prior to the Event, that the corresponding payments have been made;
  - i) Not exceed the capacity and maximum occupancy of the allocated rooms;
  - j) Not exceed the electrical load capacity agreed between the parties or established for the allocated room;
  - k) Ensure compliance with the mandatory use of safety helmets during the setup and dismantling of the Events, as well as in all tasks carried out at ground level or at height involving the movement of non-fixed equipment or accessories; Arena Atlântico declines any responsibility for damages resulting from the non-use or improper use of such equipment.



- 17.2. A delay in opening the doors to the public caused by conduct attributable to the Promoter, the artist, or their agent—regardless of the reasons invoked—when exceeding 15 minutes beyond the scheduled time, shall entail the payment of compensation for image damages in the amount of €2,500.00 for each 15-minute period. From the 3rd period onwards (inclusive), the amount shall be €5,000.00 for each additional 15-minute period.

## 18. IMAGE CAPTURE AND BROADCASTING

- 18.1. The capture of images inside MEO Arena and their public dissemination—except those falling under the so-called “right to information,” whose maximum limit is considered to be 3 minutes—shall always depend on an agreement to be entered into with Arena Atlântico.

## 19. DISCLOSURE, ADVERTISING, AND SIGNAGE OF EVENTS

- 19.1. For indicating the location of the Event, the Promoter undertakes to use exclusively, in all informational, communication, and promotional materials relating to the Event, the expression “MEO Arena”, or any other name or designation that may be determined by Arena Atlântico, along with the indication of the room involved.
- 19.2. Whenever the Promoter’s informational, communication, or promotional materials of the Event (such as advertisements in the media or on the Internet, leaflets, or others, regardless of format) make reference to the date of the Event, they must also include the expression “MEO Arena”, or any other designation of the room decided by Arena Atlântico.
- 19.3. The display of products, merchandising activities, and the placement of advertising by potential sponsors of the Events—both inside and outside MEO Arena—shall only be permitted following a mandatory and specific written agreement with Arena Atlântico.
- 19.4. For the purposes of communicating the MEO Arena schedule online, in newsletters, or in other informational media used by Arena Atlântico, once ticket sales to the public have begun, Arena Atlântico may publish a synopsis of the Event briefly and objectively describing its main elements, accompanied by the images that the Promoter is authorized to use in the Event’s promotion. When the Promoter decides to contract the Arena Atlântico Ticketing System (see paragraph 22.9 and following) or Third-Party Ticketing Operators (see paragraph 22.1), the synopsis on the MEO Arena website shall include a hyperlink to the website of the selected Ticketing Operator(s) (cf. paragraph 22.1, point g) below). The Arena Atlântico public telephone information service shall provide spectators who request it with the information contained in the synopsis.



## 20. CATERING AND SALE OF PRODUCTS

- 20.1. Bar, restaurant, and catering services at MEO Arena shall be provided by a concessionaire or concessionaires who hold the exclusive rights to provide such services within MEO Arena.
- 20.2. Various products belonging to brands held by MEO Arena sponsors have guaranteed exclusive rights of sale inside MEO Arena.
- 20.3. Except in the case of an exceptional decision to the contrary, contractually established and resulting from specific negotiations with the concessionaires and/or sponsors, the Promoter accepts that they must use, whenever necessary, the services and products that hold the exclusivity mentioned in the preceding items.

## 21. SALE OF MERCHANDISING

- 21.1. The sale of merchandising products related to the Event inside MEO Arena shall only be permitted upon prior execution of a written agreement with Arena Atlântico.
- 21.2. The Promoter acknowledges that Arena Atlântico may operate permanent shops or premises inside MEO Arena or in its surrounding area, intended for the sale of its own merchandising products and other items.

## 22. TICKETING SERVICES

- 22.1. Promoters may choose and contract the Ticketing Operators of their preference for the provision of Ticketing Services. For this purpose, Arena Atlântico undertakes to offer Third-Party Ticketing Operators Non-Discriminatory Terms. Within this obligation:
  - a) Arena Atlântico shall not impose any commissions, fees, or charges of any kind on Ticketing Operators wishing to offer Ticketing Services;
  - b) Except as provided in Sections IV and V of MEO Arena Pricing Policy, neither Arena Atlântico nor the Arena Atlântico Ticketing System (operated by Blueticket) nor any Controlled Ticketing Operator shall impose any commissions, fees, or charges of any kind on any Third-Party Promoter (regardless of whether the Promoter uses the services of a Third-Party Ticketing Operator, Blueticket, or a Controlled Ticketing Operator), unless such commissions, fees, or charges are applied at the request of the relevant Promoter or relevant artist (or the artist's representative manager or agent);



- c) Shareholder Promoters shall not take any measures to circumvent paragraphs a) or b) above and, in particular, shall not request or instruct Blueticket or any Controlled Ticketing Operator to impose any Prohibited Additional Commission (i.e., any additional commission or charge added by Blueticket or a Controlled Ticketing Operator to a ticket purchase transaction that exceeds the Ticketing Service Fees agreed with the relevant Third-Party Promoter, whether paid by the Third-Party Promoter or by a ticket buyer, when such additional commissions or charges have not been specifically requested or approved by the Third-Party Promoter or the relevant artist, their manager, or agent. This does not include any commissions or charges payable when any optional goods or services are offered to the ticket purchaser in addition to the ticket purchase, in cases where ticket buyers expressly choose to receive such goods or services);
- d) Arena Atlântico shall not impose on Ticketing Operators wishing to offer Ticketing Services any legal, technical, quality, or safety requirements to which Blueticket or Controlled Ticketing Operators are not equally subject;
- e) Arena Atlântico shall not unreasonably delay responding to any requests made by Ticketing Operators wishing to offer Ticketing Services, where such delay could harm the service that the Ticketing Operator ultimately provides to the contracting Promoter;
- f) Arena Atlântico undertakes to allow Ticketing Operators to install ticket-sale terminals at the MEO Arena box office (or ticket-sale software on the terminals already installed at the MEO Arena box office) for the in-person sale of tickets for Public Events, under the same conditions applicable to Blueticket or Controlled Ticketing Operators. All additional costs related to the installation, operation, insurance, and maintenance of the ticket-sale terminals (or ticket-sale software) at the MEO Arena box office shall be borne by the Ticketing Operator that installs them. Such costs—to the extent that they are incurred directly by Arena Atlântico—shall be charged to the Ticketing Operator on a cost-reimbursement basis, without any margin for Arena Atlântico (except for any applicable fees). Additionally, the installation, operation, and maintenance of ticket-sale terminals (or ticket-sale software on the existing box-office terminals at the MEO Arena box office) shall be subject to specific legal, technical, quality, and safety requirements set out in the Standard Ticketing Framework Agreement and replicated in the individual ticketing framework agreement entered into between the installing Ticketing Operator and Arena Atlântico. Once installed, Promoters shall freely negotiate the use of these terminals with the Ticketing Operator(s) of their choice; and
- g) Arena Atlântico undertakes to provide the same level of information about ticket-sale points on the MEO Arena website for all Public Events, regardless of the identity of the Ticketing Operator(s) chosen by the Promoters. This commitment includes listing all ticket-sale points available for the purchase of tickets for the Public Event (unless otherwise requested by the Promoter), and including direct links to the website of the main Ticketing Operator used by the Promoter for ticket sales for the Public Event, provided that the content of these websites complies with the applicable legal, technical, quality, and safety requirements established in the Standard Ticketing Framework Agreement and



replicated in the individual ticketing framework agreement between the installing Ticketing Operator and Arena Atlântico.

- 22.2. Contracting a Ticketing Operator by the Promoter under the terms of the preceding paragraph requires the prior execution of an individual ticketing framework agreement between the Ticketing Operator and Arena Atlântico. The terms of this individual ticketing framework agreement are limited to the requirements strictly necessary for the provision of Ticketing Services related to the Events and may not be more restrictive than those reflected in the Standard Ticketing Framework Agreement.
- 22.3. The Standard Ticketing Framework Agreement referred to in the preceding paragraph is subject to the prior approval of the New Monitoring Trustee, under the terms of paragraph 90 of the Commitments, and establishes that, within the scope of the ticketing process, all Ticketing Operators must:
- a) Ensure full compliance with the room configuration provided by Arena Atlântico's technical services, in accordance with the terms of the commercial proposal and the regulations, including the approved layout of the Public Event and the nomenclature information that allow the public to identify the zones contracted by the Promoter;
  - b) Respect the format, content, and characteristics of the tickets defined by Arena Atlântico to ensure proper optical reading and compatibility with the MEO Arena Access Control System, the safety of the Public Event, compliance with Arena Atlântico's legal obligations, and obligations arising from sponsorship agreements to which Arena Atlântico is bound;
  - c) Should they wish to install ticket-sale terminals at the MEO Arena box office (or ticket-sale software on the terminals already installed at the MEO Arena box office), bear all additional costs related to the installation, operation, insurance, and maintenance of the ticket-sale terminal or ticket-sale software (to the extent such costs are incurred directly by Arena Atlântico, they shall only be charged to the Ticketing Operator on a cost-reimbursement basis, without any margin for Arena Atlântico, except for any applicable fees), and comply with applicable legal, technical, quality, and safety requirements; and
  - d) Should they wish to include direct links to their platforms on the MEO Arena website, they must ensure that such platforms do not contain content that may be considered harmful, obscene, pornographic, sexually explicit, indecent, lascivious, violent, abusive, profane, insulting, threatening, harassing, hostile, or otherwise objectionable, including any publication featuring the image or likeness of individuals under 18 years of age; that encourages or otherwise depicts or glorifies the consumption of drugs (including alcohol and cigarettes); that portrays violence as acceptable, glamorous, or desirable; or that contains any personal contact details or other personal information identifying third parties.



- 22.4. Each individual ticketing framework agreement is entered into by Arena Atlântico following a request to that effect from the Ticketing Operator, and within 5 (five) business days after the approval of its terms by the New Monitoring Trustee, pursuant to paragraph 91 of the Commitments. Arena Atlântico may not refuse to enter into an individual ticketing framework agreement, which must allow the installation of ticket-sale terminals at the MEO Arena box office (or ticket-sale software on the terminals already installed at the MEO Arena box office), ensure that the MEO Arena website provides the same level of information regarding ticket-sale points, or, more generally, allow the provision of Ticketing Services by a Ticketing Operator on Non-Discriminatory Terms.
- 22.5. Except for the requirements set out in the Standard Ticketing Framework Agreement, the commercial terms and conditions of the Ticketing Services provided by the Ticketing Operator—including commissions and other charges that may be levied by the Ticketing Operator, and its applicable ticket-revenue retention policy, among others—are freely negotiated and agreed between the Ticketing Operator and the Promoter, and are entirely unknown to the Shareholder Promoters and Arena Atlântico (except for staff designated by the Independent Information Manager, when such information is essential for the performance of their duties and to ensure the efficient and effective operation of MEO Arena).
- 22.6. The Ticketing Services are provided by the Ticketing Operators under the terms and conditions agreed with the Promoter and in accordance with the requirements set forth in the Standard Ticketing Framework Agreement.
- 22.7. The Ticketing Operators contracted by the Promoter shall issue the tickets corresponding to the ticket allocation defined in the room configuration for the Public Event, in accordance with the commercial proposal accepted by the Promoter.
- 22.8. The ticket allocation referred to in the preceding paragraph does not include the tickets which, under the regulations and the commercial proposal accepted by the Promoter, constitute Arena Atlântico's consideration for the assignment of the space—namely those required to fulfil obligations arising from sponsorship agreements to which Arena Atlântico is bound. These tickets are issued by Arena Atlântico independently of the Promoter. Such tickets are not counted as seats made available for the Public Event for the purpose of determining the rental price of MEO Arena, pursuant to the MEO Arena Pricing Policy.
- 22.9. If the Promoter wishes that, regardless of the engagement of one or more Ticketing Operators under paragraph 22.1, the tickets for the Public Event concerned also be made available for sale through the Arena Atlântico Ticketing System, the Promoter must freely agree with Arena Atlântico on the conditions for the provision of such services, in accordance with Arena Atlântico's Commercial Policy and the following paragraph.



22.10. For the purposes of the preceding paragraph, the Promoter, the Ticketing Operator and Arena Atlântico undertake to make the tickets available in their respective sales systems in accordance with the following rules:

- a) The principles underlying the agreement are to maximise ticket sales for the Public Event and to ensure that final consumers have the widest possible choice of operators and points of sale with respect to the purchase of tickets for the Public Event. For this reason, even if the Promoter wishes that, regardless of the engagement of one or more Ticketing Operators, the tickets for the relevant Public Event are also made available for sale through the Arena Atlântico Ticketing System, Arena Atlântico shall remain bound by the obligations set out in paragraph 22.1.
- b) The ticket allocation available in the Arena Atlântico Ticketing System is freely determined by the Promoter and may not be subject to any minimum or maximum quantity limitation.
- c) The Promoter may reallocate any tickets from the Arena Atlântico Ticketing System to another Ticketing Operator's system at any time. Following the Promoter's request for ticket reallocation, Arena Atlântico shall transfer to the relevant Ticketing Operator the tickets designated by the Promoter (regardless of their location or price) within the shortest reasonable and technologically possible period, and in any event no later than:
  - (i) If the request is received before 14:00 local time, by the end of the business day on which the communication is received; and
  - (ii) If the request is received after 14:00 local time or at any time during a non-business day, by 12:00 local time on the following business day.
- d) The provisions of subparagraph c) apply whenever the Promoter makes such a request, regardless of the reason for the request.
- e) The communications and transfers between Ticketing Operators and Arena Atlântico referred to in the preceding paragraphs shall be carried out in accordance with the terms and technical specifications set out in the Standard Ticketing Framework Agreement and in the applicable individual ticketing framework agreement, in order to ensure the timely and secure transmission of information relating to the issuance, sale and transfer of tickets.

22.11. The Promoter shall ensure that the Ticketing Operators provide Arena Atlântico with the information on the tickets sold for the Public Event that is necessary to ensure compliance with the venue's safety rules, namely with respect to its capacity, in accordance with the Standard Ticketing Framework Agreement.



## 23. PROVISION OF TICKETING SERVICES BY ARENA ATLÂNTICO

- 23.1. If the Promoter wishes to contract Arena Atlântico's Ticketing Services, Arena Atlântico shall provide the ticket issuance and sales service for Events taking place at MEO Arena, using standardized ticket formats for that purpose.
- 23.2. Without prejudice to the preceding paragraph, messages referring to the Event may be printed on the tickets, provided they comply with the available space and the lettering used on the standard ticket.
- 23.3. Promoters are allowed, at their own cost and responsibility, to produce materials intended for inserting or attaching the tickets issued by Arena Atlântico, for delivery at the time of ticket sales occurring at the MEO Arena box office.
- 23.4. Tickets for Events taking place at MEO Arena are sold at the MEO Arena box office and at the remaining points or channels that, at any given time, form part of Arena Atlântico's ticketing system. This service is paid for by the Promoter under the terms of the accepted commercial proposal.
- 23.5. Arena Atlântico guarantees its clients, through its sales system and its partners, the following services:
- a) Technical requirements analysis, based on the information provided by the client, and room configuration;
  - b) Definition of capacity in accordance with the venue's licensing;
  - c) Configuration of Arena Atlântico's ticketing system and availability of the Events for public sale through a nationwide distribution network, consisting of:
    - a. The MEO Arena website (<http://meoarena.pt>) and the Blueticket website, a ticketing services provider belonging to the Atlântico Group (<https://blueticket.meo.pt>);
    - b. Physical points of sale of entities partnered with Arena Atlântico (currently FNAC, Worten, El Corte Inglés, Media Markt, ABEP and Turismo de Lisboa);
    - c. MEO Arena box office.
  - d) Provision of the means that Arena Atlântico has available at any given time to promote MEO Arena activities, in particular the sending of newsletters to the Blueticket customer database



(in accordance with CNPD registration), although Arena Atlântico bears no responsibility for the promotion of the Events, which lies exclusively with the respective Promoters.

- 23.6. Ticket sales at the MEO Arena box office and at the remaining points or channels forming part of Arena Atlântico's ticketing system shall begin on a date to be indicated by the Promoter, which must be communicated in writing to Arena Atlântico at least 5 business days in advance.
- 23.7. Arena Atlântico shall provide Promoters with a password-protected online link allowing access to up-to-date information (real-time across the entire distribution network) concerning the number of tickets sold for Events taking place at MEO Arena, broken down by point of sale, session, and ticket type.
- 23.8. To ensure that, in the event of cancellation or postponement of the Event, ticket revenues are immediately available to reimburse final consumers, the ticket revenue resulting from sales processed through Arena Atlântico's ticketing system shall be transferred to the Promoter within 3 business days after the Event, for the amounts already in Arena Atlântico's possession (sales made up to 15 days before the Event date), and within 10 business days for the remaining amounts.

#### **24. POLICY ON ADVANCE PAYMENT OF TICKET REVENUE**

- 24.1. Ticket revenue resulting from sales made through Arena Atlântico's system, under paragraph 23, relating to Events not yet held, shall be transferred by Arena Atlântico to the Promoter, upon the Promoter's request, provided that the following conditions are met:
  - a) The amount requested is less than or equal to the amount held by Arena Atlântico, minus the invoiced amounts resulting from the application of the conditions set out in the accepted commercial proposal; and
  - b) The amount requested is fully covered by a bank guarantee issued by a reputable institution and validated by Arena Atlântico's financial department, in accordance with the standard template provided by Arena Atlântico.
- 24.2. At the Promoters' request, Arena Atlântico shall issue direction letters in favour of the artists' representative entities, guaranteeing the transfer of funds after the Event takes place, so that the artist waives the requirement for the Promoter to advance part of such revenues prior to the Event. These letters follow the standard template provided and commonly used by the main market operators.
- 24.3. Arena Atlântico shall advance to Promoters, upon request, the amounts corresponding to VAT charged on tickets sold whenever, after analysing the sales cycle, there are VAT payments due by the Promoter to the Tax Authority in an amount exceeding €5,000.



24.4. In addition to the amounts referred to in paragraph 24.3, after one month has passed since the start of ticket sales for the Event, and upon the Promoter's request, Arena Atlântico shall transfer 50% of the ticket revenue on a weekly basis, provided that the Events held or confirmed at MEO Arena by the Promoter represent a ticket sales volume exceeding €500,000 in the current calendar year, and the Promoter simultaneously has at least one other Event on sale through Arena Atlântico's ticketing system.

## 25. SPONSORS / PARTNERS OF THE MEO ARENA

- 25.1. Arena Atlântico maintains sponsorship/partnership or promotional agreements with companies whose contractual consideration grants them various rights, namely to advertise brands and display and promote products, inside and outside the building, either permanently or only on Event days.
- 25.2. The brand advertising panels located on the upper-level balcony guardrail in the main MEO Arena hall and at other points inside and outside the building, as well as the products on display, may not under any circumstances be removed or concealed during the Event period.





## DECLARATION

....., hereby represented by (-), declares having fully acknowledged and freely and unreservedly accepted the general terms and conditions of use of MEO Arena, as set out in the General Regulations for the Use of MEO Arena.

Lisbon, (-).

(Client)

