

PENAL NOTICE

IF YOU, EUROTEAM AS, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND LIABLE TO BE FINED OR YOU MAY HAVE YOUR ASSETS SEIZED AND ANY OF YOUR DIRECTORS MAY ALSO BE LIABLE TO IMPRISONMENT OR TO BE FINED OR TO HAVE THEIR ASSETS SEIZED.

IF YOU, UNCUS AS, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND LIABLE TO BE FINED OR YOU MAY HAVE YOUR ASSETS SEIZED AND ANY OF YOUR DIRECTORS MAY ALSO BE LIABLE TO IMPRISONMENT OR TO BE FINED OR TO HAVE THEIR ASSETS SEIZED.

IF YOU, TICKET AND TRAVEL AS, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND LIABLE TO BE FINED OR YOU MAY HAVE YOUR ASSETS SEIZED AND ANY OF YOUR DIRECTORS MAY ALSO BE LIABLE TO IMPRISONMENT OR TO BE FINED OR TO HAVE THEIR ASSETS SEIZED.

IF YOU, ANDREAS GYRRE, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND LIABLE TO IMPRISONMENT OR TO BE FINED OR TO HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.



CLAIM NO. HQ12X02905

IN THE HIGH COURT OF JUSTICE
QUEENS BENCH DIVISION

Before Sir Raymond Jack sitting as a Judge of the High Court

IN THE MATTER OF THE ENTERPRISE ACT 2002, THE CONSUMER
PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 AND THE UNFAIR
TERMS IN CONSUMER CONTRACTS REGULATIONS 1999

BETWEEN

OFFICE OF FAIR TRADING

Claimant

And

(1) ANDREAS GYRRE
(2) EUROTEAM AS
(3) UNCUS AS
(4) TICKET AND TRAVEL AS

Defendants



FINAL ENFORCEMENT ORDER

UPON the Claimant's application for a final enforcement order pursuant to the Enterprise Act ("EAO2"), the Consumer Protection from Unfair Trading Regulations 2008 ("CPRs"), and the Unfair Terms in Consumer Contracts Regulations 1999 ("UTCCRs");

AND UPON hearing Leading Counsel for the Claimant and there being no attendance by or on behalf of the Defendants;

AND UPON the Court having read the evidence filed on behalf of the Claimant, and having determined that it is appropriate to make a final enforcement order in the terms which follows:

IT IS ORDERED THAT:

1. The Defendants shall not (whether by their officers, employees, agents, associates or otherwise) continue or repeat the conduct described in paragraph 5 below;
2. The Defendants shall not (whether by their officers, employees, agents, associates or otherwise) engage in such conduct in the course of its business or another business;
3. The Defendants shall not (whether by their officers, employees, agents, associates or otherwise) consent to or connive in the carrying out of such conduct by another body corporate with which it has a special relationship (within the meaning of section 222(3) of the EA02).
4. Within the meaning of section 222(2) EA02 the Defendants:
 - a) use unfair commercial practices prohibited by the CPRs, by representing that they can legally sell and supply tickets to certain sporting, cultural and/or other such events and that consumers who purchase from them will receive tickets allowing them entry to the specific event, when in fact they are not authorised to sell or supply those tickets; and / or
 - b) use unfair commercial practices prohibited by the CPRs by representing that the tickets offered for sale are available to the Defendants for immediate dispatch or dispatch within a reasonable time, when in fact the Defendant is not in possession of valid tickets; and/or
 - c) use unfair commercial practices prohibited by the CPRs by representing that the Defendants are authorised distributors in relation to certain sporting, cultural and/or other such events and therefore are able to supply valid tickets, when in fact the Defendant is not authorised; and/or
 - d) use unfair terms in their standard terms and conditions with consumers who purchase tickets from the Defendants, contrary to the UTCCRs.
5. Within the European Economic Area the Defendants will:
 - i. Stop forthwith representing expressly and/or impliedly that all tickets sold by the Defendants are in the possession of the Defendants and are available for immediate dispatch or dispatch

within a reasonable time on all the following Websites ("the aforementioned Websites"):

- a. www.londonsummergames.org
 - b. www.londonsummergames.net
 - c. www.summergames2012.org
 - d. www.fifa-tickets.net;
 - e. www.olympicticket.info;
 - f. www.2012tickets.org;
 - g. www.euroteamtickets.com;
 - h. www.euroteam.info;
 - i. www.euroteam.net;
 - j. www.euroteam.travel;
 - k. www.euroteamtickets.wordpress.com;
 - l. us.euroteam.info;
 - m. www.tixnet.com (including tixnet.org, tixnet.fr, tixnet.in, tixnet.nl, tixnet.ca, tixnet.fi, tixnet.tv, tixnet.ru, tixnet.us, tixnet.cc, tixnet.dk, tixnet.no, tixnet.it, tixnet.at, tixnet.co.uk, tixnet.se); and
 - n. www.worldticketservice.net
 - o. www.ticketsolympics2012.org
 - p. www.ticketsolympics.com
- ii. Stop forthwith representing expressly and/or impliedly that all tickets sold by the Defendants are in the possession of the Defendants and are available for immediate dispatch or dispatch within a reasonable time on all future websites owned and/or managed by the Defendants or by their officers, employees, agents, associates or otherwise ("future Websites")
 - iii. In relation to events whereby sale of tickets is to be by authorised distributors only, owned and/or managed by the Defendants or by their officers, employees, agents, associates or otherwise, stop forthwith representing on all aforementioned Websites and/or on all future Websites, that they are authorised distributors

- IV. Not to enter into any unlawful agreement whereby consumers purchase tickets that are not valid from the Defendants on all aforementioned Websites and/or on all future Websites owned and/or managed by the Defendants or by their officers, employees, agents, associates or otherwise)
- V. Not use or recommend for use any of the terms which are referred to in the attached Annexe or any terms that have similar or like effect. For the avoidance of doubt, in this order the meaning of "use" in relation to contract terms includes the conduct of entering into contracts upon such terms and the conduct of relying upon such terms as entitling any contracting party to be paid any sum of money or enforcing such terms.
- VI. Not use or recommend for use, on the aforementioned Websites and/or any future Websites, any of the terms which are referred to in the attached Annexe or any terms that have similar or like effect. For the avoidance of doubt, in this order the meaning of "use" in relation to contract terms includes the conduct of entering into contracts upon such terms and the conduct of relying upon such terms as entitling any contracting party to be paid any sum of money or enforcing such terms.
- VII. The relevant Defendant must make full refunds, within 30 days of a valid request in the following circumstances and the First Defendant will secure that this refund takes place:
- In the event that:
- a) a ticket purchased from (the relevant Defendant) for the London Olympic and Paralympic Games 2012, or any other sporting, cultural and/or other event, is not delivered to the purchaser; and/or
 - b) a ticket supplied by (the relevant Defendant) for the London Olympic and Paralympic Games 2012, or any other sporting, cultural and/or other event, is not accepted as valid, on presentation at the appropriate time for entry to the relevant event;
- VIII. Each aforementioned Website and/or all future Websites must display an e-mail address at which the relevant Defendant can in fact be contacted rapidly and which the relevant Defendant will use to communicate in a direct and effective manner.
- IX. Each aforementioned Website and/or all future Websites must display a geographical address at which the relevant Defendant can be contacted and at which the relevant Defendant will accept service of correspondence.

- X. Should the Defendants fail to comply with this Order, the OFT may instruct the Authoritative Registry Operator or Website Domain Reseller to Registry Lock or Redirect the domains of the infringing aforementioned Websites and/or future Websites to a holding page.
6. The Defendants shall pay the Claimant's costs of the action to be assessed if not agreed, and shall by 3 April 2013 pay £20,000 on account of the costs orders against the Defendants.

Dated this 6th day of March, 2013

Londonsummergames.net

6. Cancellation.

In accordance with the Act to repent a sale of goods after a cooling-off period, the Buyer is not entitled to rescind or cancel the Purchase. Should the Buyer cancel or in any way not use the tickets, the amount paid will not be refunded (with the exception of instances as regulated in sections 8 and 9). Similarly if the Buyer wants to cancel, Ticket & Travel AS can opt to either refund up to 50% of the amount paid if the Tickets are not supplied to the Buyer or if the Tickets are returned by the Buyer. Such cancellation must be in writing and shall be confirmed in writing by Ticket & Travel AS.

9. Refunds from Ticket & Travel AS.

The Buyer can state where he/she wants to sit by stating section when ordering. Ticket & Travel AS will endeavour to supply the Tickets for those places the Buyer wants, but cannot guarantee them. The Buyer accepts that Ticket & Travel AS can supply tickets which differ from the section/place ordered without this being regarded as breach of agreement. If 2 or more tickets are purchased, Ticket & Travel AS can only guarantee adjacent places for cat. 1 and 2 tickets. Ticket & Travel AS cannot guarantee that Tickets for cats. 3 or 4 are for adjacent places or that the view is not obstructed. If the Buyer receives tickets for places which are not adjacent, he/she will however be entitled to a refund of 15% on the ticket price.

Ticket & Travel AS is not always able to inform of changes in the Event Programme or content. The Buyer is encouraged to check the event and/or Organiser's website for changes in the programme or content.

Private buyers can claim a reduction in price in the event of changes in extra services or Ticket category or section/place (in addition to above) or cancellation if the Buyer is entitled to do so according to law, including if change cannot be accepted without major inconvenience to the Buyer. Ticket & Travel AS only liability towards corporate buyers in the event of such circumstances arising is as stated above.

16. Jurisdiction.

This Agreement is subject to Norwegian law. Please note that the provisions, principles or rules arising from International law or UN conventions on contracts for the international sale of goods from 1980 does not apply to this Agreement for corporate Buyers. The parties accept the Court of Oslo as the court of venue for disputes which cannot be resolved in private within a reasonable space of time.

The above shall apply unless in contravention of the law, including the rights of consumers to dispute settlement in a Court of Domicile.



DATED the 6th March 2013

HQ12X02905

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

OFFICE OF FAIR TRADING

-and-

1) ANDREAS GYRRE

2) EUROTEAM AS

3) UNCUS AS

4) TICKET AND TRAVEL AS

ORDER

Court 15

Office of Fair Trading
Fleet Bank House
2-6 Salisbury Square
London
EC4Y 8JX
Solicitors for the Claimant

Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
Ref: D3/IS
Solicitors for the Defendant

c.c. Clerk of the Lists

If you have a query with this Order please contact Mr Pratap Patel on telephone no. 020 7947 6799 outside the usual court sitting times of 10.30am to 1.00pm and 2.00pm to 4.30pm. Please address any correspondence