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Complaint pursuant to Articles 7 and 8 of Regulation (EC) no 1/2003

A. Information regarding the complainants and the undertakings giving rise to the complaint

The legal persons submitting the complaint are:

- (1) Euroconsumers AISBL, Rue de Hollande 13 B, 1060 Brussels, Belgium, BCE BE0465.936.134. The contact person from which supplementary explanations can be obtained is Mr Marco Scialdone, Rue de Hollande 13 B, 1060 Brussels, Belgium, marco.scialdone@euroconsumers.org, [REDACTED]

Gathering five independent national consumer organisations (Testaankoop/Testachats in Belgium, Altroconsumo in Italy, DECO Proteste in Portugal, OCU in Spain, and Proteste in Brazil) and giving voice to a total of more than 6 million people, Euroconsumers is the world's leading consumer group in innovative information, personalised services and defence of consumer's rights.

- (2) Football Supporters Europe e.V., c/o Jugend und Sport e.V., Bernstorffstraße 172, 22767 Hamburg, Germany. The contact person from which supplementary explanations can be obtained is Mr Ronan Evain, c/o Jugend und Sport e.V., Bernstorffstraße 172, 22767 Hamburg, Germany, ronan.evain@fanseurope.org, [REDACTED]

Football Supporters Europe (FSE) is an independent, non-profit, members' association of supporters based in Hamburg, Germany, that is recognised as the representative body on fan issues by institutions such as UEFA, the European Commission, and the Council of Europe. It has members in 53 of the 55 UEFA member nations.

The undertakings whose conduct the complaint relates to are:

- (1) Fédération Internationale de Football Association (FIFA), FIFA-Strasse 20, 8044 Zurich, Switzerland,
- (2) FWC2026 US, Inc., 396 Alhambra Circle, Suite 400, Coral Gables, FL 33134, USA,
- (3) FWC2026 MEXICO, S. de R.L. de C.V., Avenida Paseo de la Reforma 350, Floor 12, Colonia Juárez, Alcaldía Cuauhtémoc, CDMX, Mexico,
- (4) FWC26 Canada Football Ltd., 1133 Melville Street Suite 3500, The Stack Vancouver, BC V6E 4E5, Canada.

FIFA is an association governed by private law having its headquarters in Switzerland. Article 2 of its Statutes, in the edition of May 2024,¹ states that its objectives include, *i.a.*:

- to improve the game of football constantly and promote it globally in the light of its unifying, educational, cultural and humanitarian values, particularly through youth and development programmes;
- to organise its own international competitions;
- to use its efforts to ensure that the game of football is available to and resourced for all who wish to participate, regardless of gender or age;
- to promote integrity, ethics and fair play with a view to preventing all methods or practices, such as corruption, doping or match manipulation, which might jeopardise the integrity of matches, competitions, players, officials and member associations or give rise to abuse of association football.

B. Details of the alleged infringement and evidence

B.1. Applicable law

Article 102 of the Treaty on the Functioning of the European Union (“**TFEU**”) provides that any abuse by one or more undertakings of a dominant position within the internal market or in a substantial part of it shall be prohibited as incompatible with the internal market in so far as it may affect trade between Member States. Such abuse may, in particular, consist in directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions.²

Article 54 of the Agreement on the European Economic Area (“**EEA**”) is worded in a similar way, with a scope covering the European Economic Area.

In the *Superleague* decision,³ the Court of Justice recalled that “*in so far as it constitutes an economic activity, the practice of sport is subject to the provisions of EU law applicable to such activity*”. It specified that “*the conduct of [sporting] associations [...] come within the scope of the FEU Treaty provisions on competition law where the conditions of application of those provisions are met [...], which means that those associations may be categorised as ‘undertakings’ within the meaning of Articles 101 and 102 TFEU [...]*”:⁴

“The Court finds that Articles 101 and 102 TFEU are applicable to FIFA and UEFA inasmuch as those two associations carry out a two-fold economic activity consisting [...] in the organisation and

¹ <https://digitalhub.fifa.com/m/16d1f7349fa19ade/original/FIFA-Statutes-2024.pdf> (last accessed on 6 March 2026).

² “Article 102(a) thus applies to situations where the prices or terms offered to a customer are unfair or excessive. Such practices are regarded as an ‘exploitative’ abuse, since they result in a direct loss of consumer welfare. In economic terms, the dominant firm takes advantage of its market power to ‘extract’ rents from customers that could not have been obtained by a nondominant firm.” (“Excessive Prices”, <https://www.apie.eu/uploads/1/0/0/4/100470792/excessivepricingmaster.pdf>, p. 732)

³ CJUE, 21 December 2023, C-333/21, *European Superleague Company SL v. Fédération internationale de football association (FIFA)*, Union of European Football Associations (UEFA), para. 83 <https://infocuria.curia.europa.eu/tabs/document/C/2021/C-0333-21-00000000RP-01-P-01/ARRET/280765-EN-1-html>.

⁴ *Ibid.*, para. 87 and 90: “The rules on a sporting association’s exercise of powers governing prior approval for sporting competitions, the organisation and marketing of which constitute an economic activity for the undertakings involved or planning to be involved therein, come, in that capacity, within the scope of the FEU Treaty provisions on competition law”.

*marketing of interclub football competitions on European Union territory and the exploitation of the various rights related to those competitions and that, in that capacity, they must be categorised as ‘undertakings’.*⁵

B.2. Dominant position of FIFA within the internal market and the EEA

In the *Superleague* decision, the Court of Justice also confirmed the dominant position of FIFA within the internal market (and the EEA by extension):

*“In the present case, one prerequisite, among other conditions, for the application of Article 102 TFEU to an entity such as FIFA or UEFA is that it be demonstrated that that entity holds a dominant position in a given market. In the present case, it is apparent from the statements of the referring court that it considers that each of those two entities holds a dominant position on the market for the organisation and marketing of interclub football competitions on European Union territory and also the exploitation of the various rights related to those competitions. It is thus on the basis of that factual and legal premiss, which is, moreover, indisputable, especially since FIFA and UEFA are the only associations which organise and market such competitions at world and European levels, unlike the situation prevailing in respect of other sporting disciplines, that answers should be given to the referring court’s questions on the interpretation of Article 102 TFEU.”*⁶

It follows from the Ticket Terms of Sale for General Public of FIFA World Cup 26 (the “***Ticket Terms***”), in the version of 10 December 2025,⁷ that these are unilaterally decided and imposed by FIFA on all consumers who wish to purchase a ticket for the 2026 World Cup (Article 1.1.):

“These FIFA World Cup 26™ Ticket Terms of Sale for General Public apply to the offer for sale and all purchases of tickets (each, a “Ticket”) by an individual member of the general public for an official match (“Match”) of the FIFA World Cup 26™ football tournament (“Competition”) organised by Fédération Internationale de Football Association, having its domicile in Zurich, Switzerland (“FIFA”), on FIFA’s online ticketing platform at www.FIFA.com/tickets and accessible on the FIFA World Cup 26™ Tournament App (“Ticketing App”, and together with the online sales platform, the “Ticketing Website”). These Terms of Sale apply to the purchase of Tickets from the Ticketing Website where the Ticket is being sold for the first time on the primary market by an individual [...].”

Article 8.9. of the Ticket Terms adds that “*the Ticketing Website is the competition’s only authorized primary ticket sales platform for tickets available to the general public*”: “*Tickets for the competition are only guaranteed to be valid when purchased through our official ticketing channels, including the Ticketing Website and Marketplace.*”

FIFA has therefore a monopoly on the sale and determination of the conditions of purchase of tickets for the 2026 World Cup matches intended for consumers (*i.e.* the “general public”).

⁵ *Ibid.*, para. 115.

⁶ *Ibid.*, para. 117. See also para. 139: “*In the present case, it is apparent from the referring court’s statements that FIFA and UEFA both carry on economic activity consisting in the organisation and marketing of international football competitions and the exploitation of the various rights related to those competitions. Thus, in so far as they do so, those associations are both undertakings. They both also hold a dominant position, or even a monopoly, on the relevant market.*”

⁷ The Ticket Terms are used in this complaint only insofar as they provide information on the terms and process of selling and purchasing tickets for the 2026 World Cup. They are available at <https://digitalhub.fifa.com/m/ce9d91f85c9f113/original/FIFA-World-Cup-26-Ticket-Terms-Of-Sale.pdf> (last accessed on 18 March 2026).

For the purposes of this complaint, the relevant market on which the abuses are committed is the downstream market for the sale of tickets to the general public for attendance at FIFA World Cup 2026 matches. This market is distinct from the upstream market for the organisation and marketing of football competitions as defined by the Court of Justice in the *Superleague* decision. On this downstream market, FIFA holds an absolute monopoly as the sole organiser of the event and the sole authorised seller on the primary market (Article 8.9. of the Ticket Terms). The geographic scope of this market encompasses the entire European Economic Area (EEA), as European supporters and consumers are directly targeted as purchasers and FIFA's commercial practices are accessible from Member States via the FIFA website.

B.3. Details of the abusive practices

FIFA's monopoly within the internal market and the EEA for the organization and sale of tickets to attend the 2026 World Cup matches has allowed it to impose excessive selling prices, opaque and unfair purchasing processes and conditions on consumers and supporters, identified as follows:

B.3.1. Opacity of pricing and other match aspects

Unlike previous editions of the World Cup, FIFA has not announced the number of tickets available in each category or pricing details to the general public for the 2026 World Cup: *"It has tightly guarded prices, and hasn't made executives available for interviews. It even refused to reveal prices to fans who bought the 'right to buy' tickets and clamored for the transparency they'd been promised"*:⁸

"In early September, [FIFA] announced that the cheapest tickets would start at \$60, but did not reveal most prices, and never released a round-by-round, category-by-category breakdown — the type of table it has traditionally produced to inform fans of prices prior to the start of sales."

This opacity is reflected in the Ticket Terms. Article 6.2. provides that FIFA Ticketing shall set the prices of all tickets at its discretion, and Article 4.2. specifies that any indication on the availability of tickets within a particular sales phase is for guidance purposes only: FIFA Ticketing reserves the right to make available for sale additional and remove from sale tickets in any ticket category at any time (*i.e.* dynamic categorization).

Regarding seat allocation, which has a decisive impact on both the consumer's purchasing decision and the price, the Ticket Terms mention the following:

- seats are assigned within each stadium to a ticket category on a match-by-match basis (Article 3.1.);

⁸ Henry Bushnell, "2026 World Cup ticket prices jump; FIFA targets knockout rounds, USMNT games, cohosts", *The Athletic*, 19 November 2025, <https://www.nytimes.com/athletic/6799981/2025/11/12/2026-world-cup-ticket-prices-usa-mexico-canada/> (last accessed on 18 February 2026).

⁹ Henry Bushnell, "Every 2026 World Cup ticket price, if you're lucky enough to get chosen to buy", *The Athletic*, 2 October 2025, <https://www.nytimes.com/athletic/6680752/2025/10/01/world-cup-ticket-prices-usmnt/> (last accessed on 18 February 2026).

- the number of seats allocated to each ticket category and the boundaries of each ticket category within a stadium may change from match to match and are determined by FIFA Ticketing at its sole discretion (Article 3.1.);
- any visual representations of ticket categories on the Ticketing Website, such as stadium maps and illustrations, are for guidance purposes only and may not reflect the actual layout and boundaries of a particular stadium (Article 3.2.);
- seat assignment may be made at a time determined by FIFA Ticketing, including prior to or after a ticket purchase (Article 3.3.);
- FIFA Ticketing attempts, but does not guarantee, to seat together multiple tickets for a match that the consumer purchases within a single transaction that are in the same ticket category at the time of seat assignment. The assigned seats may not be adjacent or near one another and seats assigned within the same ticket category may be located in different rows, sections or locations in the stadium (Article 3.3.);
- the seat FIFA Ticketing assigns to the consumer may be relocated in FIFA Ticketing’s sole discretion at any time, and no such relocation shall entitle you to a refund or any other remedy from FIFA Ticketing provided that your seat is relocated to either (i) an area of the stadium allocated to the same or better ticket category, or if not applicable, (ii) a seat of comparable or better value (Article 3.4.);
- the seat assigned to a consumer may be relocated in FIFA Ticketing’s sole discretion, and no such relocation shall entitle the consumer to a refund or any other remedy provided that the seat is relocated to an area allocated to the same or better ticket category, or if not applicable, a seat of comparable or better value (Article 15.1.).

As evidenced by the document entitled “FIFA World Cup 2026 Ticket Prices by category for ESTC Members” (**Exhibit 1**), the maps of the stadiums used for the World Cup 2026 bear the following inscription:

“Stadium maps and category layouts provided in this document are for illustrative purposes only. Category boundaries, seating arrangements, and access points are subject to change for each match and may vary based on operational requirements. Please refer to official match-day communications and signage for the most accurate and up-to-date information.”

Moreover, Article 7.5. of the Ticket Terms provides that the following aspects of a match do not form part of a ticket description and are subject to modification by FIFA Ticketing without requiring a refund issue or refund requests permitted: match kick-off time, gate/door time, artist performances, seat allocation or adjacency, on-site policies, and teams participating in the match.

It follows from the above that consumers, before or during the ticket purchase process for a 2026 World Cup match, lack certain essential information to understand and accept the commercial transaction, such as the price of the ticket, the location in the stadium and delimitation of price categories, and the clear and definitive allocation of a seat (including in the case of multiple tickets). By way of comparison, this practice constitutes a breach of Article 7 of the Directive 2005/29/EC of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market (“UCPD”).

The lack of transparency regarding the price and other aspects of a match constitutes an abuse of FIFA's dominant position in the marketing and sale of tickets for the 2026 World Cup by FIFA in the internal market. In a normally competitive market, FIFA would not have been able to impose such commercial practices on European consumers.

B.3.2. Variable pricing

As widely reported in the press, FIFA has introduced "variable pricing" for the 2026 World Cup. Article 6.2. of the Ticket Terms provides that ticket prices are variable, and ticket prices for the same match and ticket category may increase or decrease over time based on demand and availability for that match.

Price of tickets do not change while they are in the consumer's checkout cart. There is however no indication that before or while the consumer is queuing on the ticket sales website, they are correctly informed of the final price they will have to pay or of the availability of the category of tickets they wish to purchase. Consumers may therefore have wasted time on this website for nothing, causing legitimate frustration and unnecessary loss of time.

Article 6.2. adds that ticket prices are established through a process based on fixed pricing factors determined by FIFA Ticketing and are not influenced by any one individual purchaser's personal data, browsing history, or purchasing behavior. FIFA has publicly explained that this is not to be considered dynamic pricing, because "*prices don't jump algorithmically or automatically when a carefully-programmed computer senses demand*": "*The adjustments are instead made by humans - though automation is part of the process*".¹⁰

FIFA justifies the use of variable pricing not to protect or promote the consumer's interest, but to:

- maximize revenues: FIFA expects to make over \$3 billion¹¹ from hospitality and ticket sales,¹²

¹⁰ Henry Bushnell, "How to buy World Cup 2026 tickets: Prices, dates and everything to know", *The Athletic*, 18 November 2025, <https://www.nytimes.com/athletic/6593924/2025/10/09/world-cup-2026-tickets-how-to-buy/> (last accessed on 18 February 2026).

See also: "*A FIFA official, speaking to reporters on a Zoom call Tuesday, confirmed that organizers will use 'variable pricing,' also known as dynamic pricing, for World Cup tickets. [...] 'We will adapt prices as per the demand we see, as per the remaining inventory,' the FIFA official said.*" (Henry Bushnell, "FIFA to use dynamic pricing for World Cup 2026 tickets; prices range from \$60 to more than \$6,000", *The Athletic*, 4 September 2025, <https://www.nytimes.com/athletic/6593901/2025/09/03/world-cup-2026-tickets-fifa-dynamic-pricing/> (last accessed on 18 February 2026)).

¹¹ It should be noted that this amount is significantly higher than those submitted during the bidding process: "*Based on a 16 Host City format proposed by the United Bid, including the expected use of their high-capacity stadiums, the ticketing revenue is estimated to reach as high as USD \$2.1 billion. However, per the Bid Requirements, FIFA requests a ticketing revenue budget based on a 12 Host City/ Stadium model, which we forecast to generate USD \$1.8 billion (2026 value).*" (Canada, Mexico, and the United States United Bid to Host the 2026 FIFA World Cup™, p. 444, <https://digitalhub.fifa.com/m/3c077448dcd5c0ab/original/w3yjeu7dadt5erw26wmu-pdf.pdf>, last accessed on 18 March 2026)

¹² "*In its projected budget for 2023-26, FIFA outlines that its investment for the cycle had increased to a similar extent as its revenue budget, totalling \$12.9bn. FIFA has said it would reinvest \$11.67bn, or more than 90 per cent of its investments, 'to significantly boost global football development.'* FIFA would argue that it therefore deserves praise for going to the most lucrative market in the world and extracting maximum value before distributing the spoils into global football. However, other people suggest that FIFA has created an arbitrary figure, or percentage goal, to reinvest, which places an excessive burden on both fans attending the tournament and local organizers. Some sources have questioned whether it would also be beneficial for FIFA's current leadership and its president, Infantino, at future FIFA elections if federations across the world receive vast returns from tournaments." (Adam Crafton, "FIFA cuts World Cup 2026 operating budget by over \$100m", *The Athletic*, 10 March 2026, https://www.nytimes.com/athletic/7103618/2026/03/10/fifa-world-cup-budget-cut/?source=athletic_ukfreedailyemail&campaign=711528&userId=33074751, last accessed on 11 March 2026).

- maximize attendance: FIFA expects to smash the previous World Cup attendance record, which is still held by the 1994 edition, and
- adapt to the domestic market (U.S. and Canada “local customs”).¹³

An investigation conducted by *The Athletic*¹⁴ gives an idea of the price increases caused by this variable pricing:

- the price of a Category 1 ticket to the 2026 World Cup final jumped from \$6,730 in October 2025 to over \$7,000 in November 2025,
- the cost of upper-deck tickets to the final also rose, with most priced at \$5,055 in November 2025 (up from \$4,210 in October 2025) or \$3,450 (up from \$2,790),
- some prices for tickets for the games in Mexico and Canada, which generally sold quicker during the Visa Presale phase, rose by around 25%,
- in the knockout rounds, prices for every single match jumped in at least one category. For the first semifinal at AT&T Stadium in Arlington, Texas, a Category 1 ticket was in November 2025 \$3,295 (up from \$2,780 at the start of the previous phase), a Category 2 ticket was \$2,350 (up from \$1,920) and a Category 3 ticket was \$930 (up from \$720).

The price of parking spaces for the 2026 World Cup is likewise subject to “*supply and demand and overall market conditions*”, resulting in significant additional costs for consumers and supporters (including people with disabilities). For example, “*prices at Hard Rock Stadium in Miami Gardens, Fla., have risen from \$75 in November to \$175 in February for most group games, and up to \$250 for in-demand games such as Colombia-Portugal and the round-of-32 match that could feature Argentina*”.¹⁵

The lack of transparency regarding the precise factors and methods used to determine the price variations, and the absence of any price caps constitute abuses of FIFA’s dominant position in the marketing and sale of tickets for the 2026 World Cup by FIFA in the internal market and the EEA. In a normally competitive market, FIFA would not have been able to impose such uncontrolled price volatility.

B.3.3. Excessive prices

The press has also widely reported on the excessive prices imposed by FIFA for the 2026 World Cup, a complete break with the previous editions and the prices indicated during the bidding process :

¹³ Henry Bushnell, “FIFA to use dynamic pricing for World Cup 2026 tickets; prices range from \$60 to more than \$6,000”, *The Athletic*, 4 September 2025, <https://www.nytimes.com/athletic/6593901/2025/09/03/world-cup-2026-tickets-fifa-dynamic-pricing/> (last accessed on 18 February 2026). See also the slides from the presentation given by FIFA to Euroconsumers and the FSE on 29 October 2025 (**Exhibit 2**).

¹⁴ Henry Bushnell, “2026 World Cup ticket prices jump; FIFA targets knockout rounds, USMNT games, cohosts”, *The Athletic*, 19 November 2025, <https://www.nytimes.com/athletic/6799981/2025/11/12/2026-world-cup-ticket-prices-usa-mexico-canada/> (last accessed on 18 February 2026).

¹⁵ Henry Bushnell, “FIFA hikes 2026 World Cup parking prices, including for disabled fans”, *The Athletic*, 26 February 2026, https://www.nytimes.com/athletic/7070786/2026/02/26/fifa-world-cup-parking-prices-ada-disabled-spots/?unlocked_article_code=1.PVA.ZOc4.fbRXfsDxk07R&source=athletic_user_shared_gift_article_copylink&smid=url-share-ta (last accessed on 6 March 2026).

- the following table shows the price of the individual match tickets available throughout the last minute sales phase of the FIFA World Cup Qatar 2022 (all applicable taxes included):¹⁶



INDIVIDUAL MATCH TICKETS (IMT)

QAR (Qatari riyal)*	CAT 1	CAT 2	CAT 3	CAT 4**	ACCESSIBILITY TICKETS
Opening Match (N° 1)	2'250	1'600	1'100	200	200
Group Matches (N° 2-48)	800	600	250	40	40
Round of 16 (N° 49-56)	1'000	750	350	70	70
Quarter-finals (N° 57-60)	1'550	1'050	750	300	300
Semi-finals (N° 61,62)	3'480	2'400	1'300	500	500
3 rd place match (N° 63)	1'550	1'100	750	300	300
Final (N° 64)	5'850	3'650	2'200	750	750



- the following table shows the ticket pricing summary submitted during the bidding process for the 2026 World Cup:¹⁷

Table 7: Ticket Pricing Summary (USD)

Round	Cat 1	Cat 2	Cat 3	Cat 4	Bus.	Skybox	Special	Average
Opening	\$774	\$614	\$320	\$60	\$2,201	\$2,201	\$581	\$724
Group	\$323	\$304	\$174	\$21	\$993	\$993	\$262	\$305
Round of 32	\$347	\$311	\$174	\$31	\$1,044	\$1,044	\$275	\$309
Round of 16	\$370	\$317	\$174	\$42	\$1,095	\$1,095	\$289	\$324
Quarter-Final	\$549	\$420	\$266	\$66	\$1,590	\$1,590	\$420	\$468
Semi-Final	\$1,072	\$716	\$411	\$84	\$2,910	\$2,910	\$768	\$913
3rd Place	\$720	\$542	\$336	\$66	\$2,060	\$2,060	\$543	\$609
Final	\$1,550	\$1,051	\$695	\$128	\$4,309	\$4,309	\$1,137	\$1,408

On its website, FIFA indicates that the price of seats starts from \$60 for group-stage tickets to \$6,730 for the final.¹⁸ Consumer testimonies gathered by the press indicate that the prices in the Bid Book are largely exceeded, without FIFA providing any justification whatsoever:

¹⁶ <https://www.fifa.com/en/articles/ticket-prices-en> (last accessed on 5 March 2026). For the the Qatari Riyal (QAR) to Euro (EUR) exchange rate for the year of 2022: <https://www.exchangerates.org.uk/QAR-EUR-spot-exchange-rates-history-2022.html> (last accessed on 5 March 2026).

¹⁷ Canada, Mexico, and the United States United Bid to Host the 2026 FIFA World Cup™, p. 444, <https://digitalhub.fifa.com/m/3c077448dcd5c0ab/original/w3yju7dadt5erw26wmu-pdf.pdf> (last accessed on 18 March 2026).

¹⁸ “FIFA World Cup 26 tickets: applications for Visa Presale Draw now open”, <https://www.fifa.com/en/tournaments/mens/worldcup/canadamexicousa2026/articles/one-week-to-go-before-first-phase-ticket-sales-open> (last accessed on 6 March 2026).

- “the vast majority of 2026 World Cup tickets cost hundreds of dollars, and most upper-deck seats at the final cost either \$2,790 or \$4,210, according to fans who won the opportunity to purchase tickets on the opening day of sales”;¹⁹
- “the cheapest ticket to the final is now \$4,185, with other upper-deck tickets to the showpiece sold for \$5,575; lower-level and most second-level tickets for the final are \$8,680, up from \$6,730 two months earlier [October 2025]”.²⁰

Ticket prices for supporters are no exception (**Exhibit 3**). They are just as shocking when compared with the prices of tickets for other football competitions,²¹ for example the EURO 2024:²²



The infographic displays the UEFA EURO 2024 logo and a table titled 'TICKET PRICES (IN EUR)'. The table lists ticket prices for four categories (FANS FIRST, CAT 3, CAT 2, CAT 1) across seven match stages: GROUP STAGE, OPENING MATCH, ROUND OF 16, QUARTER-FINAL, SEMI-FINAL, and FINAL. Prices increase progressively from the group stage to the final.

	GROUP STAGE	OPENING MATCH	ROUND OF 16	QUARTER-FINAL	SEMI-FINAL	FINAL
FANS FIRST	30	50	50	60	80	95
CAT 3	60	195	85	100	195	300
CAT 2	150	400	175	200	400	600
CAT 1	200	600	250	300	600	1'000

Tickets for UEFA Women’s Champions League final in Oslo will be available from EUR 20 and Men’s UEFA Champions League final in Budapest from EUR 70.²³ For the EURO 2028, UEFA has announced that it will commit to “a clear and consistent pricing structure from start to finish, with no dynamic pricing – reinforcing its fan-first approach already successfully implemented at EURO 2024 and several other tournaments”.²⁴

¹⁹ Henry Bushnell, “Every 2026 World Cup ticket price, if you’re lucky enough to get chosen to buy”, *The Athletic*, 2 October 2025, <https://www.nytimes.com/athletic/6680752/2025/10/01/world-cup-ticket-prices-usmnt/> (last accessed on 18 February 2026).

²⁰ Henry Bushnell, “How soaring World Cup ticket prices compare to Super Bowl, other major sporting events”, *The Athletic*, 11 December 2025, <https://www.nytimes.com/athletic/6683842/2025/12/11/world-cup-ticket-prices-usmnt-super-bowl/> (last accessed on 18 February 2026).

²¹ Henry Bushnell, “How soaring World Cup ticket prices compare to Super Bowl, other major sporting events”, *The Athletic*, 11 December 2025, <https://www.nytimes.com/athletic/6683842/2025/12/11/world-cup-ticket-prices-usmnt-super-bowl/> (last accessed on 18 February 2026).

²² https://editorial.uefa.com/resources/0285-18f5d3fdcab5-caf2f59f76cc-1000/ticket_prices_euro_2024.pdf (last accessed on 17 March 2026).

²³ “Ticket sales for general public open for 2026 UEFA club competition finals”, 16 March 2026, <https://www.uefa.com/news-media/news/02a3-2028ddb9cac9-90649706d3cc-1000--ticket-sales-for-general-public-open-for-2026-uefa-club-com/> (last accessed on 18 March 2026).

²⁴ “UEFA EURO 2028 puts fans first with fair and transparent ticketing principles”, 1 December 2025, <https://www.uefa.com/euro2028/news/02a0-1f55506ebc73-bd595aa88468-1000--uefa-euro-2028-puts-fans-first-with-fair-and-transparent-/> (last accessed on 17 March 2026).

An analysis made by *The Guardian* of the ticket pricing of the 2026 World Cup shows that “amid the general rise in ticket prices [...], the most extreme of those hikes have often applied to the cheapest tickets”: “The analysis is based on official Fifa pricing dating back to 1994, with more robust data available starting in 2006”.²⁵

In addition to imposing exorbitant prices for tickets, FIFA also imposes completely unjustified fees for the reimbursement of certain Supporter Tickets or Conditional Supporter Tickets.²⁶ Article 5.3.3. of the Ticket Terms provides that if the team for which Supporter Tickets or Conditional Supporter Tickets were sold does not qualify for the Competition, those tickets will not be issued and will be subject to refund. If a refund becomes due, FIFA Ticketing will retain ten (10) US Dollars, fifteen (15) Canadian Dollars, or two hundred (200) Pesos per refunded ticket, based on the currency of the original Ticket purchase, and refund the remainder of the purchase price:



As previously stated, FIFA has never provided any explanation regarding these exorbitant prices and the imposition of certain fees for the 2026 World Cup, other than its undisguised desire to maximize profits at the expense of consumer and supporters rights and interests during a sporting event that is probably the most popular and unifying:

“The 2026 final could be the single most lucrative match in soccer history. It is already multiple times more expensive than the 2022 World Cup final, recent UEFA Champions League finals, the Euro 2024 final and any 2024 Paris Olympic final or gold-medal event, in any sport.”²⁷

It is undeniable that without the monopoly it has enjoyed for decades, FIFA would not have been able to engage in such abuses.²⁸ Pursuant to the standard established by the Court of Justice in the *United Brands*

²⁵ Jeff Rueter and Andrew Witherspoon, “Analysis: how prices for the cheapest World Cup tickets have rocketed”, *The Guardian*, 18 december 2025, <https://www.theguardian.com/football/2025/dec/18/analysis-how-prices-for-the-cheapest-world-cup-tickets-have-rocketed> (last accessed on 20 February 2026).

²⁶ “Conditional Supporter Tickets” are tickets (a) sold in advance of the team(s) having advanced to the relevant stage of the Competition, and (b) where, at the time of purchase, the supporter selects the ticket on the condition that the ticket is only issued if the selected team(s) advance to the relevant stage of the Competition (Article 5.3.2. of the Ticket Terms).

²⁷ Henry Bushnell, “How soaring World Cup ticket prices compare to Super Bowl, other major sporting events”, *The Athletic*, 11 December 2025, <https://www.nytimes.com/athletic/6683842/2025/12/11/world-cup-ticket-prices-usmnt-super-bowl/> (last accessed on 18 February 2026).

²⁸ See *Superleague* decision, para. 229: “In particular, such rules are liable to enable both entities on which they confer a monopoly in this area, consisting in total control over supply, to charge excessive, and therefore abusive, prices (see, to that effect, judgments of 14 February 1978, *United Brands and United Brands Continental v Commission*, 27/76, EU:C:1978:22, paragraph 250, and of 11 December 2008, *Kanal 5 and TV 4*, C-52/07, EU:C:2008:703, paragraphs 28 and 29).” (emphasis added)

case, demonstrating that a price is excessive requires evidence that it bears no reasonable relation to the economic value of the service provided. While the complainants do not have access to FIFA's internal cost data and profit margins, the present complaint requests that the Commission obtains this information from FIFA under its investigative powers pursuant to Regulation 1/2003. In accordance with point 31 of the Commission Notice on the handling of complaints, the complainants hereby indicate that the relevant information on FIFA's ticket pricing costs and margins is held by FIFA itself and is inaccessible to them. It should be noted that FIFA has publicly acknowledged its intention to maximise revenues at the expense of consumers and supporters, which constitutes a serious indication of the absence of a reasonable relationship between the price charged and the economic value of the service.

B.3.4. Bait advertising

FIFA has publicly announced on several occasions the sale of tickets at a price of \$60 for the 2026 World Cup:

- on its website, it informed consumers that *“tickets will start at USD 60 for group-stage matches”*: *“At the start of sale, fans will be able to secure group-stage tickets from just USD 60, offering an accessible entry point to the tournament”*,²⁹
- FIFA officials have not specified *“how many of the \$60 tickets will be available, nor what percentage of a given stadium will be considered ‘Category 4’ seats”* but have confirmed *“that percentage will ‘not be insignificant’”*.³⁰

However, the reality experienced by consumers is different:

*“Many fans waited for hours in digital queues, then found that the \$60 tickets FIFA had promised were extremely scarce. Those were only available for some group-stage games, and often confined to the upper portion of a few corner sections in the upper decks of stadiums.”*³¹

See also ECJ, United Brands Company and United Brands Continentaal B.V. v. Commission of the European Communities, 27/76, 14 February 1978, para. 248-251: *“248 The imposition by an undertaking in a dominant position directly or indirectly of unfair purchase or selling prices is an abuse to which exception can be taken under Article 86 of the Treaty.*

249 It is advisable therefore to ascertain whether the dominant undertaking has made use of the opportunities arising out of its dominant position in such a way as to reap trading benefits which it would not have reaped if there had been normal and sufficiently effective competition.

250 In this case charging a price which is excessive because it has no reasonable relation to the economic value of the product supplied would be such an abuse.

251 This excess could, inter alia, be determined objectively if it were possible for it to be calculated by making a comparison between the selling price of the product in question and its cost of production, which would disclose the amount of the profit margin.”

See also ECJ, British Leyland Public Limited Company v. Commission of the European Communities, 226/84, 11 November 1986, para. 25 et seq.

²⁹ “FIFA World Cup 26 tickets: applications for Visa Presale Draw now open”, <https://www.fifa.com/en/tournaments/mens/worldcup/canadamexicousa2026/articles/one-week-to-go-before-first-phase-ticket-sales-open> (last accessed on 6 March 2026).

³⁰ Henry Bushnell, “FIFA to use dynamic pricing for World Cup 2026 tickets; prices range from \$60 to more than \$6,000”, *The Athletic*, 4 September 2025, <https://www.nytimes.com/athletic/6593901/2025/09/03/world-cup-2026-tickets-fifa-dynamic-pricing/> (last accessed on 18 February 2026).

³¹ Henry Bushnell, “Every 2026 World Cup ticket price, if you’re lucky enough to get chosen to buy”, *The Athletic*, 2 October 2025, <https://www.nytimes.com/athletic/6680752/2025/10/01/world-cup-ticket-prices-usmnt/> (last accessed on 18 February 2026).

“In 2026, not only are the ‘cheap seats’ at least three times pricier in most rounds than they were when Qatar hosted in 2022, there were so few Category 4 seats available that the whole tournament’s inventory sold out before sales opened to the general public.”³²

The extremely limited availability of Category 4 seats is clearly visible on the maps of the different stadiums used for the 2026 World Cup (**Exhibit 1**).

On 16 December 2025, facing the outcry caused by the excessive ticket prices, FIFA confirmed that “*fans of the national teams that have qualified for the FIFA World Cup 2026™ will benefit from a dedicated ticket pricing tier, which has been designed to make following their teams on football’s greatest stage more affordable*”: “*The newly introduced Supporter Entry Tier will be available at the fixed price of USD 60 per ticket for each of the 104 matches, including the final*”.³³ However, this does not change the pricing system for the consumers since this new dedicated ticket pricing tier is reserved for supporters of the qualified teams, through a selection mechanism decided by the respective National Association.³⁴

FIFA’s advertising of \$60 tickets or Category 4 tickets, both on its website, in statements by its officials, and in the Bid Book, given their extremely limited availability to consumers, constitutes bait advertising. Under European law, it is defined as the practice of “*making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the trader may have for believing that he will not be able to offer for supply [...] those products [...] at that price for a period that is, and in quantities that are, reasonable having regard to the product, the scale of advertising of the product and the price offered*”. It is considered as one the commercial practices which are in all circumstances unfair under the UCPD (Annex I (5)). This is a further abuse by FIFA as an undertaking with a dominant position within the internal market and the EEA.

B.3.5. Use of ‘dark patterns’ to pressure the consumer into buying

At the end of February 2026, some consumers received an email from FIFA informing them that tickets for certain matches were going on sale (**Exhibit 4**):

“Your exclusive Boston ticket window opens this week! Following your recent unsuccessful FIFA World Cup 2026 ticket application in the Random Selection Draw and the availability of a limited number of additional tickets, you have been granted exclusive access to a dedicated ticket window with single-match tickets in Host City(ies) that you applied for. [...] Tickets are available only to invited customers and can be accessed by logging into your FIFA ticketing account. Availability is extremely limited and offered on a first-come, first-served basis, subject to household and other restrictions.” (emphasis added)

³² Jeff Rueter and Andrew Witherspoon, “Analysis: how prices for the cheapest World Cup tickets have rocketed”, *The Guardian*, 18 december 2025, <https://www.theguardian.com/football/2025/dec/18/analysis-how-prices-for-the-cheapest-world-cup-tickets-have-rocketed> (last accessed on 20 February 2026).

³³ “New ticket pricing tier introduced for fans of qualified teams at FIFA World Cup 2026™”, <https://www.fifa.com/en/tournaments/mens/worldcup/canadamexicousa2026/articles/fifa-world-cup-2026-new-ticket-pricing-tier> (last accessed on 6 March 2026).

³⁴ “The entry tier tickets will be allocated specifically to supporters of qualified teams, with the selection and distribution process managed individually by the Participating Member Associations (PMAs). Each PMA will define its own eligibility criteria and application process. They are requested to ensure that these tickets are specifically allocated to loyal fans who are closely connected to their national teams.”

FIFA's communication claiming that these are "special offers" or tickets in "extremely limited availability" is misleading and aims to pressure consumers into making a purchase, since:

- it is likely that this is not a special or personal offer, but an attempt by FIFA to sell the remaining tickets for less attractive matches to many consumers,³⁵
- tickets for only a few matches are actually presented as being in limited availability (**Exhibit 4**).

FIFA's use of 'dark patterns' to unduly influence the consumer's commercial transaction decision in a way that benefits it constitutes another manifestation of the abuse of its dominant position within the internal market and the EEA by imposing an unfair purchasing process.

B.3.6. Subsequent abuse of dominant position in the secondary market

For consumers who wish to resell tickets purchased for the 2026 World Cup, FIFA has set up the FIFA Resale/Exchange Marketplace accessible via FIFA.com/tickets and available to Canadian, American and international residents. FIFA is leveraging its dominant position on the primary market to capture and exploit the secondary market (resale) through a two-pronged strategy of exclusionary conduct and exploitative pricing.

Firstly, in order to encourage consumers to resell or buy on this platform, rather than on competing major secondary marketplaces such as Stubhub, Vivid Seats, Seatgeek, Viagogo, or Tickpick, FIFA employs a "Fear, Uncertainty and Doubt" campaign, repeatedly labelling its proprietary platform as the only official and secure channel in order to influence consumers' choice by creating a feeling of insecurity:

- "If you are looking for an official and secure way to resell/exchange your FIFA World Cup 2026™ tickets, the FIFA Resale/Exchange Marketplace is the official channel for doing so." (emphasis added)³⁶
- "This initiative is designed to protect you from invalid or unauthorized resale/exchange." (emphasis added)³⁷
- "2. Are you looking for an official and secure way to resell/exchange your FIFA World Cup 2026™ tickets? [...] If you are looking for an official and secure way to resell/exchange your FIFA World Cup 2026™ tickets, the FIFA Resale/Exchange Marketplace is the official channel for doing so." (emphasis added)³⁸

For comparison, this commercial communication could be considered as a use of coercion and undue influence under the UCPD (Article 9 (c)), by exploiting specific misfortune or circumstance of such gravity

³⁵ According to *The Athletic*, FIFA "emailed fans advertising an 'exclusive additional chance to purchase,' and warned that 'availability is extremely limited.' Then, from Wednesday onward, it offered tickets to at least 64 of the World Cup's 104 games [...]. The unexpected sale was, some experts suspect, the clearest evidence yet that FIFA has perhaps overstated demand for some World Cup games — or, rather, that it has priced out segments of that demand." (Henry Bushnell, "The truth about World Cup ticket demand and why USA's opener has struggled to sell out", *The Athletic*, https://www.nytimes.com/athletic/7080325/2026/03/02/fifa-world-cup-ticket-surprise-window-demand-usmnt/?campaign=17136127&source=athletic_top_stories_email&userId=33074751 (last accessed on 6 March 2026))

³⁶ "FIFA resale/exchange marketplace", 1 October 2025, <https://www.fifa.com/en/tournaments/mens/worldcup/canadamexicousa2026/articles/resale-ticket-exchange-marketplace> (last accessed on 17 March 2026).

³⁷ *Ibid*.

³⁸ FIFA World Cup 2026 FAQ, <https://gpcustomersupportfwc2026.tickets.fifa.com/hc/en-gb/articles/30547501328285-2-Are-you-looking-for-an-official-and-secure-way-to-resell-exchange-your-FIFA-World-Cup-2026-tickets> (last accessed on 17 March 2026).

as to impair the consumer's judgement, of which the trader is aware, to influence the consumer's decision with regard to the product.

Secondly, once consumers are funneled into this closed marketplace, they are subjected to "resale facilitation fees" that bear no reasonable relation to the economic value of the service. Per article 9.2. of FIFA World Cup 26™ Ticket Transfer and Resale Terms, in its version of 1 October 2025,³⁹ FIFA extracts charges and fees for each purchase as follows:

- if the consumer is a resale purchaser, they pay the resale price (inclusive of applicable taxes) as displayed on the marketplace for the ticket, plus a per-ticket resale facilitation fee of fifteen percent (15%) of the resale price (*i.e.* the "Purchase Fee");
- if the consumer is a reseller, FIFA Ticketing charges reseller a non-refundable per-ticket resale facilitation fee of fifteen percent (15%) of the resale price (such fee inclusive of applicable taxes) (*i.e.* the "Resale Fee"). The Resale Fee is deducted by FIFA from the resale price received for a purchase prior to remitting net amount to reseller.

Given the exorbitant price of tickets for the 2026 World Cup on the secondary market, both the Purchase Fee and the Resale Fee constitute another extremely lucrative source of revenue for FIFA, completely out of proportion with FIFA's actual Marketplace management costs, again to the detriment of consumer rights and interests, for examples:

- for the match Belgium vs Egypt (15 June 2026, Seattle Stadium), the resale price is 800,00 USD and the Resale Facilitation Fee (only) is 120,00 USD (**Exhibit 5**);
- for multiple tickets for the match Korea Republic vs European Playoff D (11 June 2026, Guadalajara Stadium), the total resale price is 2.930,00 USD and the Resale Facilitation Fee (only) is 439,50 USD (**Exhibit 6**);
- for the match Winner 101 vs Winner 102 (19 July 2026, New York/New Jersey Stadium), the resale price for one ticket wheelchair (category 3) is 11.300,00 USD and the Resale Facilitation Fee (only) is 1.695,00 USD (**Exhibit 7**).

Thanks to its monopoly position on the primary market for the sale of tickets for the 2026 World Cup, FIFA is attempting to appropriate a dominant position on the secondary market, which it abuses by imposing excessive purchase and resale fees on consumers, without any economic justification. It should be emphasised that FIFA's conduct on the secondary market constitutes both an exploitative abuse (through the imposition of disproportionate fees) and an exclusionary abuse (through the foreclosure of competing secondary market platforms via the 'Fear, Uncertainty and Doubt' campaign described above). This two-pronged strategy is analogous to the conduct sanctioned by the Commission in the Apple App

³⁹ Available at <https://digitalhub.fifa.com/m/49fbc2de3d2fcb6a/original/FIFA-World-Cup-26-Ticket-Transfer-and-Resale-Terms.pdf> (last accessed on 18 March 2026). Article 1.1. specifies that these FIFA World Cup 26™ Ticket Transfer and Resale Terms ("Transfer and Resale Terms") govern use of, access to, and any transactions completed by a User ("you" or "your") on FIFA Ticketing's official online resale and transfer marketplace for fan-to-fan transactions for eligible FIFA World Cup 26™ tickets ("Tickets") for an official match ("Match") of the FIFA World Cup 26™ football tournament ("Competition") organised by Fédération Internationale de Football Association, having its domicile in Zurich, Switzerland ("FIFA") (collectively, the "Marketplace"). Article 1.2. adds that this marketplace is made available to individual users whose residential address associated with their ticketing account is located in any country other than Mexico.

Store case (AT.40437), where an undertaking holding a dominant position on a primary market leveraged that position to gain undue advantages on an adjacent market.⁴⁰

C. Finding sought from the Commission and legitimate interest

Euroconsumers is an international organization whose purpose is to represent and defend consumer rights at the European Union level. It has therefore a legitimate interest as complainant pursuant to Article 7 of Regulation (EC) No 1/2003, as the abuses of dominant position described herein negatively impact the interests of European consumers in their purchase of tickets for such a popular, important, and unifying sporting event as the 2026 World Cup.

The FSE is an international non-profit organisation whose statutory mission is precisely to represent and defend the interests of football supporters in Europe. Its legitimate interest as a complainant pursuant to Article 7(2) of Regulation (EC) No 1/2003 is established on three grounds:

- (1) FSE's representative capacity: FSE is recognised as the representative body for supporter interests by UEFA, the European Commission, and the Council of Europe. It has members in 53 of the UEFA member nations, representing millions of European supporters directly. In accordance with the case law of the General Court (cited at point 35 of the Commission Notice on complaints), an association may invoke a legitimate interest where it is authorised to represent the interests of its members and the conduct complained of is liable to harm those interests.
- (2) Direct harm to FSE members' interests: FSE members are precisely the consumers and supporters who seek to purchase tickets to attend the 2026 World Cup. The practices complained of - excessive prices, lack of transparency, misleading advertising regarding USD 60 tickets, disproportionate resale fees - directly and negatively affect FSE members in their purchasing decisions and ability to attend the event.
- (3) FSE does not act *pro bono publico*: FSE's complaint is not brought in the general public interest, but in defence of the direct and concrete interests of its members as affected consumers and supporters. The Commission's Notice (point 38) makes clear that legitimate interest cannot be established by organisations acting solely in the general interest; FSE's members are the very persons directly harmed by the alleged infringements.

Through this complaint, Euroconsumers and the FSE seek a decision from the European Commission (1) confirming that FIFA abused its dominant position in the internal market and the EEA by imposing excessive prices and unfair purchasing conditions on consumers and supporters in the organization and marketing of tickets for the 2026 World Cup, and (2) identifying and quantifying the resulting damage

⁴⁰ In the case AT.40437 – Apple – App Store Practices (music streaming), Spotify alleged that Apple infringed Article 102 of the Treaty by requiring developers that offer paid digital content or subscriptions to such content to make use of Apple's in-app purchase mechanism and pay a 30 % or 15 % commission fee to Apple (para. 12). The European Commission eventually decided that Apple had committed a single and continuous infringement of Article 102 of the Treaty and Article 54 of the EEA Agreement by imposing the Anti-Steering Provisions on music streaming service providers to the detriment of consumers (Article 1, Decision of 4 March 2024).

caused to European consumers and supporters. Furthermore, Euroconsumers and the FSE request that the European Commission imposes, at a minimum, the following behavioural remedies for the organization and marketing of future editions of the World Cup by FIFA, regardless of the region of the world that will host them :

- prior to ticket sales, clear communication of FIFA on the different prices (or price ranges) and price (or price ranges) categories of tickets;
- prior to ticket sales, clear communication of FIFA on any other element essential to the consumer's purchasing decision, such as the location of a price category within the stadium concerned or the allocation of a seat (non-exhaustive list);
- prior to ticket sales, clear communication of FIFA on the pricing system it will be using;
- in the case of use of dynamic or variable pricing, the imposition of price caps on match tickets or parking spaces, in accordance with FIFA practice in previous editions of the World Cup and in line with ticket prices of other national, European or international football competitions;
- in the case of use of dynamic or variable pricing, clear communication by FIFA of the final ticket price at the beginning of the consumer's purchase process without the possibility of increasing this price during the purchase process (including whether the consumer has to queue to access the purchasing process);
- the provision of a sufficient number of seats per ticket category, taking into account the nature of the event, the scale of advertising about the event and the price offered;
- the prohibition of any unfair commercial practice aimed at influencing or manipulating consumer purchasing behavior, with *e.g.* misleading claims about the quantity of tickets still available for a match or the existence of a special or personal offer.

Moreover, pursuant to Article 8 of Regulation (EC) No 1/2003, Euroconsumers and the FSE request the immediate imposition of interim measures to prevent irreparable harm to consumers while the main investigation is pending:

1. *Prima facie* finding of infringement

As it has been amply demonstrated and documented under sections B.2 and B.3 of this complaint, it is indisputable that FIFA (1) holds a dominant position within the internal market and the EEA for the organization and sale of tickets for the 2026 World Cup, and (2) abuses this dominant position to impose excessive purchase prices and unfair purchasing processes and conditions to the detriment of European consumers and supporters.

FIFA's *prima facie* infringement of Articles 102 TFEU and 54 EEA Agreement is thus established.

2. Urgency and irreparable harm

Given the imminence of the 2026 World Cup, which will take place from 11 June to 19 July 2026, and the unique nature of the event for both European supporters and consumers, the urgency and the risk of serious and irreparable damage to competition required by Article 8 of Regulation (EC) No 1/2003 are

met. The irreparable nature of the harm is particularly acute given that the 2026 World Cup is a singular, non-reproducible event: supporters who are deterred from purchasing tickets due to excessive prices will have no opportunity to attend this edition of the tournament in the future.

Without the swift implementation of the interim measures requested below, and considering the variable pricing system - which means that ticket prices will continue to rise in an uncontrolled manner as the start date of the competition approaches, it is undeniable that many consumers and supporters will either (1) be unable to attend the 2026 World Cup due to the insurmountable barrier of excessive ticket prices, or (2) be forced to accept exorbitant prices and exploitative purchasing conditions to obtain a ticket.

This constitutes an undeniable risk of serious and irreparable damage to competition within the internal market and the EEA, and to the rights and interests of European consumers and supporters.

Euroconsumers and the FSE therefore request the Commission to order FIFA to urgently:

- halt the use of variable pricing for all tickets sold to residents of the EEA for the remainder of the 2026 World Cup cycles;
- implement a ceiling on ticket prices for the April phase, not to exceed the ‘Standard Tier’ prices announced in December 2025;
- publish the remaining number of tickets per category and the exact seat locations 48 hours before the April window opens.

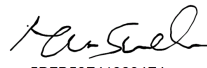
D. Proceedings before national competition authorities or national courts

Neither Euroconsumers nor the FSE have approached, concerning the same or closely related subject-matters, any other competition authority, and has not brought a lawsuit before a national court.

The information given in this form and in the Annexes thereto is given entirely in good faith.

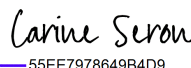
Brussels, 24 March 2026,

Marco Scialdone
Head of litigation
Euroconsumers

Firmato da:

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Empower people,
improve the market.

Carine Seron
Legal counsel
Euroconsumers

Signed by:

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Empower people,
improve the market.

Ronan Evain
Executive Director
FSE

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fse
football supporters europe

List of exhibits

1. FIFA World Cup 2026 Ticket Prices by category for ESTC Members
2. Slides of the FIFA presentation (29 October 2025)
3. Price list for supporters' tickets
4. FIFA email "Exclusive additional chance to purchase Boston FIFA World Cup 2026 tickets"
5. Screenshot FIFA resale platform – match Belgium vs Egypt
6. Screenshot FIFA resale platform – match Korea Republic vs European Playoff D
7. Screenshot FIFA resale platform – match Winner 101 vs Winner 102