



**CUP SCHEME SEASON TICKET TERMS AND CONDITIONS**  
**SEASON 2023-2024**

**1. Issue of Cup Season Ticket**

1.1 Subject to:

- (A) you providing the Club with your valid payment card details to enable the Club to take payment from you automatically on a match-by-match basis for your Seat(s) for every Cup Match during the 2023-2024 Season;
- (B) the Club taking payment from you for your Seat(s) for the relevant Cup Match; and
- (C) your compliance with the Terms and Conditions of Entry from time to time (including, without limitation, the Commitment),

you will be entitled to use the Seat(s) for the following matches during the 2023-2024 Season (the “**Cup Matches**”) save as expressly provided otherwise in these Terms and Conditions:

- (i) every FA Cup home match played by the Men’s First Team in respect of the 2023-2024 Season at the Ground; and
- (ii) every home match played by the Men’s First Team in the knock-out stage of the UEFA Champions League in respect of the 2023-2024 Season at the Ground.

1.2 The issue of a Cup Season Ticket for the 2023-2024 Season is conditional upon you providing your valid payment card details to the Club which you acknowledge may be used by the Club to take payment from you automatically on a match-by-match basis for your Seat(s) for every Cup Match during the 2023-2024 Season. **By providing your payment card details to the Club you are committing to purchase your Seat(s) for every Cup Match during the 2023-2024 Season.**

1.3 The issue of a Cup Season Ticket and subsequent access to the Ground for a Cup Match is subject to the Terms and Conditions of Entry (as may be amended from time to time), which can be found on or accessed via the Website or can be provided to you upon written request. The Terms and Conditions of Entry incorporate the Commitment, which can be accessed via the Website at <https://www.arsenal.com/ticket-membership-terms> or via the Premier League’s website at <https://www.premierleague.com/publications> or can be provided to you upon written request.

1.4 Cup Season Tickets (and any physical or digital passes issued to you as part of your Cup Season Ticket) are for the use of supporters of the Club only. By applying for Cup Season Ticket(s) and/or using any physical or digital pass issued as part of your Cup Ticket(s), you hereby warrant and represent that you are a supporter of the Club.

1.5 The Club, as selling agent for and on behalf of ASMCL, licenses you to use the Cup Season Ticket(s) (and any physical or digital passes issued to you as part of your Cup Season Ticket) issued to you pursuant to these Terms and Conditions. As a result, ASMCL will have all of the rights and obligations of the Club under these Terms and Conditions and your rights and obligations under these Terms and Conditions shall lie against ASMCL only.



- 1.6 These Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to any restrictions or requirements from time to time imposed by Applicable Law and Applicable Football Regulation in relation to an Epidemic. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any such Applicable Law or Applicable Football Regulation, the relevant Applicable Law or Applicable Football Regulation shall prevail. The Club shall not be in breach of these Terms and Conditions by virtue of any action which it takes or omits to take as a consequence of any such Applicable Law or Applicable Football Regulation.

#### **Payment**

- 1.7 The Club shall use the payment card details you provided to the Club pursuant to clause 1.2 above to take payment from you automatically on a match-by-match basis in respect of your Seat(s) for each Cup Match during the 2023-2024 Season. Prior to each Cup Match, the Club shall use reasonable endeavours to notify you by email (using the email address registered to your Membership account) of the date on which the Club expects to use such payment card details to take payment for your Seat(s) for the relevant Cup Match and the amount to be charged to your payment card for your Seat(s) in respect of the relevant Cup Match. Information regarding payment dates and ticket pricing for Cup Matches will also be published on the Website from time to time.

- 1.8 It is your responsibility to keep the Club informed of any changes to the payment card details you provided to the Club pursuant to clause 1.2 above.

- 1.9 If the Club is not able to take payment from you automatically for a particular Cup Match using the payment card details you provided to the Club pursuant to clause 1.2 above and/or, having been notified of such payment failure by the Club you fail to make payment directly to the Club within such period of time as reasonably required by the Club:

- (A) your Cup Season Ticket shall not be activated for the relevant Cup Match and you will not be permitted entry to the Ground to use your Seat(s) for the relevant Cup Match; and
- (B) your Seat(s) for the relevant Cup Match shall be forfeited by the Club and shall be made available by the Club to another Member for purchase.

#### **Exclusion of liability**

- 1.10 If you are a consumer, the following terms shall apply subject to clause 1.12:
- (A) The Club only provides you with use of the Cup Season Ticket (any physical or digital pass issued to you as part of your Cup Season Ticket) for your domestic and private use and you agree not to use the Cup Season Ticket (any physical or digital pass issued to you as part of your Cup Season Ticket) for any commercial or business purposes, and the Club has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
  - (B) If the Club fails to comply with these Terms and Conditions, the Club is responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or the Club's negligence, but the Club is not responsible for any loss or



damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Club's breach or if it was contemplated by you and the Club at the time that you purchased the Cup Season Ticket.

- (C) The Club shall not be responsible for any interruptions and/or restrictions to the view of the Cup Match caused by virtue of the position of the seat and/or the actions of other spectators.
- (D) Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, the Club shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms and Conditions, including admitting you and/or any other User to the Ground for the Cup Match, caused by any circumstances outside the Club's reasonable control including, without limitation, as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation in the event of an Epidemic; and/or the exercise of any discretion by the Club in respect of the availability, prioritisation and/or allocation of tickets in respect of any Reduced Capacity Match(es).

1.11 If you are NOT a consumer, the following terms shall apply subject to clause 1.12:

- (A) The Club hereby excludes any liability for loss, injury, or damage to persons and/or property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under Applicable Law.
- (B) The Club shall not be responsible for any interruptions and/or restrictions to the view of the Cup Match caused by virtue of the position of the seat and/or the actions of other spectators.
- (C) Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, the Club shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms and Conditions, including admitting you and/or any other User to the Ground for a Cup Match or Cup Matches, caused by any circumstances outside the Club's reasonable control including, without limitation, as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation in the event of an Epidemic; and/or the exercise of any discretion by the Club in respect of the availability, prioritisation and/or allocation of tickets in respect of any Reduced Capacity Match(es).
- (D) Subject to clause 1.12, the Club's total liability in respect of your use of the Cup Season Ticket (any physical or digital pass issued to you as part of your Cup Season Ticket) in respect of a particular Season or any breach of these Terms and Conditions in respect of a particular Season, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed the amount paid by you to the Club in respect of any tickets issued to you as part of the Cup Season Ticket for that particular Season. The Club will have no further, or other, liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage.

1.12 Notwithstanding any provision in these Terms and Conditions, the Club does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury,



caused by the Club's negligence or the negligence of any of its officers, employees, or agents; (c) under section 2(3) of the Consumer Protection Act 1987; or (d) for any other matter for which it is not possible to exclude or limit liability by law.

## **2. Right of cancellation**

2.1 You may cancel your Cup Season Ticket within fourteen (14) days of the date of its issue to you, provided that no digital or physical pass issued to you as part of your Cup Season Ticket has been used to attend any Cup Match, by submitting a cancellation request to the Club's online help centre at <https://arsenalfc.freshdesk.com/support/tickets/new>.

2.2 Save as set out in these Terms and Conditions, the purchase of your Seat(s) for a particular Cup Match is non-refundable. However, if you are a consumer, you have legal rights if the Club does not comply with its obligations in these Terms and Conditions with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect those legal rights.

## **3. No Automatic Renewal**

Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the particular Seat(s) indicated on the Cup Season Ticket in any subsequent Season.

## **4. Admission to the Ground**

4.1 By holding a Cup Season Ticket, and/or using any physical or digital pass issued to you as part of your Cup Season Ticket to gain access to the Ground for a Cup Match, you certify that you have read, understood, and accepted, and agree to be bound by and comply with, the Terms and Conditions of Entry from time to time (including, without limitation, the Commitment).

4.2 Before attending a Cup Match using any physical or digital pass issued to you as part of your Cup Season Ticket, you shall be responsible for undertaking a risk assessment as to whether it would be appropriate for you and any Guest(s) to attend the relevant Cup Match. In undertaking such assessment, you should take into consideration your age, health status and clinical vulnerability and the age, health status and clinical vulnerability of your Guest(s).

4.3 In order to gain admission to the Ground, the digital pass issued to you as part of your Cup Season Ticket must be downloaded to the wallet of your mobile device and you shall only be entitled to gain admission to the Ground after the digital pass has been validated by the control readers located at the appropriate turnstiles. The Ground access stewards will refuse admission to any person if the digital pass is not so validated by such control readers. You are responsible for ensuring that your mobile phone is functional and able to display the digital pass issued to you for the relevant Cup Match as part of your Cup Season Ticket. Once the digital pass issued to you for the relevant Cup Match as part of your Cup Season Ticket has been scanned by the access control readers at the Ground and entry granted to you for the relevant Cup Match, any subsequent attempts to enter the Ground for the same Cup Match using the same digital pass will be denied.

4.4 If, for any reason, it is decided that any Cup Match is to be played at another stadium, then one alternative physical or digital pass will be issued to you in respect of that Cup Match. Any such



passes will be either sent electronically or by post by the Club to you at your home address or email address (as the case may be) associated with your Membership account.

- 4.5 No refunds shall be paid if you have purchased your Seat(s) for a particular Cup Match but do not attend the relevant Cup Match.
- 4.7 All persons (including children) must have a valid physical or digital Cup Season Ticket pass in their possession when entering the Ground. The Club will not allow children (or any other person) to be carried through the turnstiles without a valid Cup Season Ticket pass for the relevant Cup Match.
- 4.8 Subject to the provisions of clause 1 above, your Cup Season Ticket permits you to occupy the Seat(s) (or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion or if required to do so by the relevant Football Authority) for each Cup Match during the 2023-2024 Season. All access to the Ground pursuant to a Cup Season Ticket shall be for the purposes of private enjoyment of the relevant Cup Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 4.9 Save as set out in clause 4.10 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Cup Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the Premier League and/or the Club.
- 4.10 Mobile telephones and other similar mobile devices are permitted within the Ground provided that: (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 4.11 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Cup Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 4.9 above, or pursuant to clause 4.10 above, or otherwise) is hereby assigned to the Club, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Club) to promptly execute all instruments and do all things necessary to vest the right, title, and interest in such rights to the Club absolutely and with full title guarantee.



- 4.12 Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials.
- 4.13 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 4.12 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 4.14 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms and Conditions of Entry (including, without limitation, the Commitment, and any requirements and/or supporter code(s) of conduct issued by the Club from time to time in relation to an Epidemic).
- 4.15 Any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Visiting Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.

#### **In the event of an Epidemic**

- 4.16 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, in the event of an Epidemic to hold any Behind Closed Doors Matches during the relevant Season, you will not be entitled to attend any such Behind Closed Doors Matches however, if you have purchased your Seat(s) for the relevant Cup Match, you will be entitled to a refund for the relevant Cup Match in accordance with clause 11.2 below.
- 4.17 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, to hold any Reduced Capacity Matches during the relevant Season in the event of an Epidemic, there is no guarantee that any general admission tickets will be available and/or issued to you in respect of such Cup Matches. The Club reserves the right to determine (in its absolute discretion) the availability, prioritisation and allocation of tickets in respect of any Reduced Capacity Match(es). The Club may elect to allocate general admission tickets for Reduced Capacity Matches by Ballot. Full details regarding any such Ballots, including how to enter, will be published on the Website and/or communicated to you via email. By agreeing to these Terms and Conditions, you acknowledge that:
- (A) the Club may hold a Ballot in respect of more than one Reduced Capacity Match at a time;
  - (B) for any such Ballot you enter you will receive one entry per Seat associated with your Cup Season Ticket(s);
  - (C) the number of general admission tickets available (if any) in respect of any such Ballot will be determined in the Club's absolute discretion and the Club reserves the right to cancel a Ballot if it considers there are insufficient general admission tickets available to justify holding such a Ballot;



- (D) the result of a Ballot shall be entirely at the discretion of the Club whose decision in all matters relating to a Ballot shall be final;
- (E) if you are successful in relation to a Ballot you will be notified by email within five (5) days of the closing date of the relevant Ballot;
- (F) if you are successful in a Ballot, the Club shall, without further notice to you, take payment from you in respect of the relevant general admission ticket(s) that you have been awarded by using the payment card details that you provided to the Club pursuant to clause 1.2 above. The amount due for the relevant ticket(s) will be published on the Website and/or communicated to you via email from time to time. If the Club is not able to take payment from you for the relevant ticket(s) using the card details that you provided to the Club pursuant to clause 1.2 above and/or, having been notified of such payment failure by the Club you fail to make payment directly to the Club within such period of time as reasonably required by the Club, the ticket(s) which you have been allocated in the relevant Ballot will be forfeited and made available to another eligible Ballot applicant(s) for purchase;
- (G) if you purchase a ticket for a Reduced Capacity Match, any tickets issued to you for that Cup Match are not refundable if you and/or your Guest(s) are unable to use such tickets or are unable to comply with the requirements set out in clause 4.18 below;
- (H) a Cup Season Ticket(s) gives no guarantee that any general admission tickets will be available and/or issued to you for any Reduced Capacity Matches. Being allocated a ticket for a Reduced Capacity Match gives no guarantee that you will be allocated a ticket for another Reduced Capacity Match. Not being allocated a ticket for a Reduced Capacity Match gives no guarantee that you will be allocated a ticket in respect of another Reduced Capacity Match. All rights to general admission tickets for Reduced Capacity Matches are expressly subject to availability and the Club's discretion as to the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation;
- (I) if you are not allocated any general admission tickets in respect of a Reduced Capacity Match, you will not be entitled to attend the relevant Reduced Capacity Match; and
- (J) if you are allocated tickets for a Reduced Capacity Match you might not be allocated your usual Seat(s) in respect of that Cup Match.

4.18 By holding a Cup Season Ticket, and/or using any physical or digital pass issued to you as part of your Cup Season Ticket to gain access to the Ground for a Cup Match, you declare that:

- (A) if required by Applicable Law or Applicable Football Regulation in the event of an Epidemic, you and/or any Guest(s) will not attend any Cup Match if you and/or any Guest(s) are displaying any symptoms of the relevant disease at the date of the relevant Cup Match or are required or recommended to self-isolate or quarantine at the date of the relevant Cup Match;
- (B) you and any Guest(s) will comply with all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding an Epidemic, including but not limited to: (a) compliance with any required social distancing measures; (b) compliance



with any requirements regarding the circulation and/or behaviour of spectators within the Ground; (c) undertaking temperature checks if required by the Club; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club; and (e) providing photographic proof of identity if required by the Club;

- (C) if required by Applicable Law or Applicable Football Regulation in relation to an Epidemic, you will provide names and contact details for any Guest(s) who intend to attend the relevant Cup Match with you, to assist with any 'track and trace' requirements; and
- (D) your Guest(s) are not prohibited from attending the Cup Match with you by virtue of Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club in the event of an Epidemic.

## **5. Other tickets**

5.1 Your Cup Season Ticket will not entitle you admission to the Ground for any matches other than Cup Matches during the 2023-2024 Season. For the avoidance of doubt, your Cup Season Ticket will not entitle you admission to the Ground, or the right to purchase tickets, for any of the following matches which the Men's First Team may qualify for during the 2023-2024 Season:

- (A) the FA Cup Semi-Final or Final; or
- (B) any Football League Cup matches; or
- (C) the Semi-Final (Away Leg) or Final of the UEFA Champions League,

however, details on how you may apply to purchase a ticket (or tickets) for any such matches which the Club qualifies for will be made available by the Club on the Website.

5.2 No preference can be given to you in respect of any matches played at the Ground in which the Club is not participating.

5.3 Your Cup Season Ticket will not entitle you to admission to the Ground to watch any matches played by the Women's First Team or any of the Club's academy teams.

## **6 Use of Cup Season Ticket**

6.1 Save as provided in clauses 6.3 and 6.4 below, the Cup Season Ticket (or any physical or digital pass issued to you as part of your Cup Season Ticket) and all associated rights and benefits is issued for your sole use and you shall not attempt or take preparatory steps to sell, dispose of, assign, transfer, lend or otherwise deal with, the Cup Season Ticket (or any physical or digital pass issued to you as part of your Cup Season Ticket) or the benefit of it to any other person without the prior written consent of the Club. Furthermore, you shall not use the Cup Season Ticket (or any physical or digital pass issued to you as part of your Cup Season Ticket) for any commercial purpose (other than, if you are NOT a consumer, only for corporate hospitality which is not itself a business activity of that business). The reference to selling the Cup Season Ticket (or any physical or digital pass issued to you as part of your Cup Season Ticket) includes where, in the Club's reasonable opinion, a User: (a) offers, attempts or takes preparatory steps, to sell a Cup



Season Ticket (or any physical or digital pass issued to you as part of your Cup Season Ticket) including, without limitation, via any website or online auction site; (b) exposes, attempts or takes preparatory steps, to expose a Cup Season Ticket (or any physical or digital pass issued to you as part of your Cup Season Ticket) for sale; (c) makes, attempts or takes preparatory steps, to make a Cup Season Ticket (or any physical or digital pass issued to you as part of your Cup Season Ticket) available for sale by another person; and (d) advertises that a Cup Season Ticket (or any physical or digital pass issued to you as part of your Cup Season Ticket) is available for purchase.

6.2 The Cup Season Ticket (or any physical or digital pass issued to you as part of your Cup Season Ticket) may not be: (a) offered as a prize in any promotion or competition or transferred, assigned, lent or sold to any third party as part of a hospitality or travel package; (b) given (or offered to be given) to a person who pays or agrees to pay for another good or service; or (c) used for any other commercial purpose, all save as expressly authorised by the Club.

6.3 You may transfer your Cup Season Ticket(s) in respect of a particular Cup Match to another person for his/her/their personal use only, provided that:

(A) such transfer is only made via Ticket Transfer (and not by any other means) and the Ticket Transfer account to which the Cup Season Ticket(s) is transferred is registered in the name of the person using your Cup Season Ticket(s) for the relevant Cup Match;

(B) such transfer does not take place in return for any payment or benefit in excess of the face value of your Seat(s) for that Cup Match;

(C) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business; and

(D) such transfer will be subject to the Terms and Conditions of Entry (including, without limitation, the Commitment, and all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club in the event of an Epidemic) which will apply to and bind the recipient as if he/she/they was the original purchaser of the Cup Season Ticket for that Cup Match only (save that the recipient will not have any rights to transfer under clauses 6.3 and 6.4 nor any rights to a refund under clause 11) and you must inform the recipient of this and procure that he/she/they shall comply with the Terms and Conditions of Entry. You will be held liable if the person to whom you transfer any physical or digital pass issued as part of your Cup Season Ticket(s) for the relevant Cup Match breaches the Terms and Conditions of Entry. For example and without limitation, if the Club has reasonable grounds to suspect that that any such person has sold or transferred, or attempted or taken preparatory steps to sell or transfer, the physical or digital pass issued to you as part of your Cup Season Ticket(s) for the relevant Cup Match to any third party, you and that person shall each be held liable for such breach of the Terms and Conditions of Entry.

6.4 You may offer for sale, sell, or resell your Cup Season Ticket(s) in respect of a particular Cup Match to another Member via Ticket Exchange (or via any other mechanism for the resale of tickets that the Club may put in place from time to time).

6.5 If you pass away, the Club will, if requested, transfer your Cup Season Ticket(s) to someone whom the Club is satisfied is a close relative of yours. In order to consider any such request the Club will require the following information: (i) a copy of the death certificate of the deceased Cup Season



Ticket holder; (ii) the name, any existing membership number, address, email, contact telephone number and date of birth of the family member to which the Cup Season Ticket(s) are to be transferred; and (iii) proof of the family relationship between the deceased Cup Season Ticket holder and the person the Cup Season Ticket(s) are to be transferred to. Any such transfer shall be conditional upon such person providing the Club with their valid payment card details for use by the Club to take payment automatically on a match-by-match basis for your Seat(s) every Cup Match during the remainder of the 2023-2024 Season.

- 6.6 If you are NOT a consumer, you shall indemnify the Club against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by it as a result of any breach by a User of the Terms and Conditions of Entry. If the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

OR

If you are a consumer, you shall be responsible for any breach by a User of the Terms and Conditions of Entry. If the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

- 6.7 Any physical or digital card, ticket or pass issued to you as part of the Cup Season Ticket will remain the property of the Club at all times and must be produced together with photographic I.D. if required to do so by any official, steward or employee of the Club or any police officer, and such photographic I.D. must match the name registered with the Club for the owner of the Cup Season Ticket or the transferee of the Cup Season Ticket via Ticket Exchange or Ticket Transfer (as the case may be). The Club reserves the right to de-activate any digital pass issued to you as part of your Cup Season Ticket at any time and/or require the immediate return of any physical card, ticket or pass at any time. Any digital pass issued to you as part of your Cup Season Ticket must only be downloaded onto your personal mobile device and the Club is not responsible for any such digital pass which is downloaded onto a third-party device or located on a lost or stolen device.
- 6.8 Any physical or digital card, ticket or pass issued as part of a Cup Season Ticket which is obtained or used in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) shall be automatically void and all rights conferred or evidenced by such Cup Season Ticket shall be nullified. Any person seeking to use any physical or digital card, ticket or pass issued as part of a Cup Season Ticket in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) in order to gain entry to the Ground or remain at a Cup Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Cup Match and/or may have his/her/their Cup Season Ticket suspended, cancelled, or withdrawn. In the event of any suspension, cancellation, or withdrawal in accordance with this clause 6.8 no refund shall be payable in respect of any Seat(s) purchased by the holder for Cup Matches. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of the Cup Season Ticket.
- 6.9 Any User, acting alone or with others, whose conduct, or incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, shall be both individually responsible and liable, and collectively responsible and liable with you, to the Club for any loss the Club thereby suffers. The User shall also be both individually responsible and liable and collectively responsible and liable with you to



the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to a Cup Match using the ticket with the User's permission.

- 6.10 The unauthorised sale or disposal of a Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket) may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Club may inform the police if we have reasonable grounds to suspect that a Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket) has been sold or disposed of illegally and will press for charges to be brought against those breaking the law. We may also notify the Premier League, other football clubs, event holders, any Football Authority and/or the relevant law enforcement authorities if we have reasonable grounds to suspect ticket touting activities relating to you. Similarly, the Club may receive information from the police, the Premier League and other football clubs relating to ticket touting activities elsewhere in the UK. The information that may be collected and shared by the Club and the above third parties could include personal data such as your name, contact details, image, data relating to criminal offences and your past ticket activity and purchases (including payment details). The Club processes this information where necessary to identify and prevent ticket touting activities, which is in our legitimate interests and the interests of other football clubs. The processing may also be necessary to prevent or detect unlawful acts. For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at [dpo@arsenal.co.uk](mailto:dpo@arsenal.co.uk).
- 6.11 By entering the Ground, all persons acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used (by way of example and without limitation, in televised coverage of the relevant Cup Match) by the Club, any other Club Group Company and/or any Football Authority or others (including commercial partners and accredited media organisations), in perpetuity, by way of any present or future media, for marketing, editorial, training, or promotional purposes or for any other purpose deemed reasonable by the Club. All persons further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used by the Club or by a third party, such as a law enforcement body to identify them as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms and Conditions of Entry (including, without limitation, the Commitment). For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at [dpo@arsenal.co.uk](mailto:dpo@arsenal.co.uk).
- 6.12 All persons attending Cup Matches acknowledge that the Cup Matches are public events. The appearance and actions of the persons attending inside and in the perimeter of the Ground are public in nature and all persons attending agree that he/she/they shall have no expectation of privacy with regard to his/her/their actions or conduct at the Cup Matches.
- 6.13 Further to clause 6.12 above, if such person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying him/her/them into the Ground shall be deemed to have provided consent on his/her/their behalf.
- 6.14 If a User is not 16 years old or over, his/her/their parent(s) and/or guardian(s) are also responsible for his/her/their actions, conduct and compliance with these Terms and Conditions (including, without limitation, the Commitment).



## **7 Members with Disability Access**

- 7.1 You will be required to submit an Access Requirement Form (which can be found at <https://www.arsenal.com/disabilityaccessmembership>) outlining your disability requirements, together with such supporting documentation as required by the Club, to apply to be registered with the Club as a Member with Disability Access. You will then be contacted by a member of the Club's Disability Liaison Team so that we can better understand your access requirements. All applications will be considered by the Club's Disability Liaison Team on a case-by-case basis. The Club's Disability Liaison Team's decision as to your eligibility for Disability Access shall be final.
- 7.2 If you are registered with the Club as a Member with Disability Access, your continued eligibility for Disability Access shall be subject to periodic review as and when required by the Club.
- 7.3 Members with Disability Access must bring their current Cup Season Ticket with them, and a form of photographic identification, when attending a Cup Match. If you will be attending a Cup Match with a personal assistant, your personal assistant must also bring their relevant personal assistant ticket with them.
- 7.4 If you have stated in your Access Requirement Form that you require a personal assistant to attend matches, we reserve the right to refuse you entry to the Ground if you have subsequently attended any Club home or away match without a personal assistant.
- 7.5 If you will be attending a Cup Match with a personal assistant, your personal assistant is responsible for providing you with the support you require for attending the Cup Match and he/she/they must be at least 14 years of age. If the Club reasonably considers that your personal assistant is not providing you with the support you require for attending the Cup Match or is not able to, the Club reserves the right to eject you and your personal assistant from the Ground without refund.
- 7.6 If you have a personal assistant, your personal assistant will not be permitted entry into the Ground using their personal assistant ticket without being in your presence. Personal assistants must not attend Cup Matches on their own or with any non-disabled person.
- 7.7 If you are unable to attend a Cup Match, please notify the Club's Disability Liaison Team as soon as possible and, unless in exceptional circumstances, not later than 72 hours prior to the relevant Cup Match, so that we can help you to sell, transfer or donate, via the Club's Disability Liaison Team, your ticket to another disabled supporter, a charity or local disability organisation.
- 7.8 Please note that stewards and Club staff will be carrying out checks of tickets. All proven abuses of the Club's Disabled Access concessionary scheme will be dealt with severely and will result in the loss of your Cup Season Ticket. It may also result in criminal prosecution.
- 7.9 Contact details for the Club's Disability Liaison Team are as follows (and may be updated from time to time on the Website):
- Telephone: +44 (0)20 7619 5000, Option 2 (9.30am to 5pm Monday to Friday and on match days)
  - Online: Submit an enquiry at <https://arsenalfc.freshdesk.com/support/tickets/new>



## **8 Unavailability of seats (not due to an Epidemic)**

- 8.1 The Club reserves the right, in its sole discretion, to allocate to you, on a temporary basis, an alternative seat anywhere in the Ground, including (but without limiting the circumstances when that discretion may be exercised):
- (A) when the stand or part of the stand in which your Seat(s) are allocated is located is closed for repairs, maintenance or re-building;
  - (B) to comply with the requirements of any Football Authority;
  - (C) when the visiting club is allocated the entire or any part of the stand at the Ground usually occupied by you; or
  - (D) when the Club, the police or any other relevant authority or Football Authority otherwise considers it desirable in the interests of safety, crowd control or other Club requirements to re-allocate your Seat(s).

Where the Club is not able to provide you with an alternative seat (or seats) in such circumstances, the Club shall refund you the amount you have paid to the Club in respect of your Seats for the relevant Cup Match.

- 8.2 As far as possible, details of any Cup Matches at which there will be a re-allocation of the Seat to which the Cup Season Ticket applies will be notified on the Website and, where practicable, in advance in the Club's home match day programme.

## **9 Repairs and maintenance**

- 9.1 The Club will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the Ground provided that the Club will not accept liability for, and shall not be in breach of its obligations by reason of, any breakages or defects to any part of the Ground which are not the result of fair wear and tear or are caused by the acts or omissions of any User or any other person in possession of any physical or digital pass issued as part of a Cup Season Ticket. Notwithstanding the foregoing, the Club will not be liable for and will not be in breach of its obligations by reason of any breakages in, or defects to, any part of the Ground if, pursuant to clause 8 or otherwise, it provides you with an alternative seat (or seats) at the Ground or any other stadium where the Men's First Team plays its home football matches in any competition.
- 9.2 The Club has the right to charge you for the cost of repairs, maintenance, replacement or cleaning of any part of the Ground to which you (or any other User) have access, or any fixtures or fittings therein, resulting from any act or omission of you (or any other User) other than as a result of fair wear and tear.
- 9.3 The Club and each of its employees, agents or contractors shall have the right at any time to carry out emergency repairs to any part of the Ground to which you (or any other User) have access, or any fixtures or fittings therein, or any adjoining property of the Club, and to suspend access to such areas of the Ground as necessary.



## **10 Pricing and ticket information**

Whilst the Club tries to ensure that pricing and ticketing information is correct, errors may occasionally occur. If the Club discovers an error in the price or nature of the ticket you have ordered, the Club will inform you as soon as reasonably practicable and give you the option of reconfirming your order at the correct price/specification or cancelling it. If the Club is unable to contact you, it will unfortunately have to treat the order as cancelled. If the order is cancelled, the Club will provide you with a full refund (including booking fees) if you have paid for your Seat(s) for the relevant Cup Match.

## **11 Changes to dates, refunds, and exchanges**

11.1 No guarantees are given by the Club that a Cup Match will take place at a particular time or on a particular date or at a particular spectator capacity. The Club reserves the right, without notice and liability save as expressly provided otherwise in these Terms and Conditions, to reschedule any Cup Match or, if necessary, play the Cup Match out of view of the public or reduce the spectator capacity for the Match. If a Cup Match is rescheduled, your Cup Season Ticket will enable you to attend the re-arranged Cup Match unless the Cup Match is required to be played out of view of the public or the spectator capacity is reduced and you are not offered the right to attend the Cup Match (in which case the provisions of clause 11.2 apply).

11.2 In respect of:

- (A) any Behind Closed Doors Matches; and/or
- (B) any Reduced Capacity Matches which you are not offered the right to attend (including, without limitation, in circumstances where you are allocated a general admission ticket(s) for that Cup Match but the spectator capacity for that Cup Match is subsequently reduced and your ticket(s) is cancelled by the Club),

the Club shall refund you the amount you have paid to the Club (if any) in respect of your Seats or the relevant general admission ticket (as the case may be) for the relevant Cup Match, as stated in the pricing schedule notified to you by the Club and/or published on the Website.

11.3 The dates and kick-off times of all Cup Matches are subject to revision and change due to broadcast coverage or other circumstances. For up-to-date information, please visit the Website or telephone Arsenal Fan Services (Tel: +44 (0) 20 7619 5000).

11.4 The Club does not guarantee that the team for any particular Cup Match will necessarily only be selected from the regular Men's First Team players. The manager of the Men's First Team may consider it desirable on occasions to omit regular first team players and select the relevant team from the full playing squad.

## **12 Any lost or stolen physical digital passes for Cup Matches**

Please note that it is your responsibility to contact the Club if the mobile phone you have downloaded the digital pass issued to you as part of your Cup Season Ticket for a particular Cup Match has been lost or stolen, or if you do not have access to any physical or digital pass issued to you for that Cup Match for any other reason. A duplicate Cup Match physical or digital card, ticket or pass may be issued to you, at the Club's discretion, upon payment by you of a non-



refundable administration fee of £10.00 at the Club's match day ticket office. The Club reserves the right to require photographic proof of identity and to withdraw this duplicate facility for any particular Cup Match or Cup Matches without notice.

### **13 Cancellation and withdrawal of Cup Season Ticket**

13.1 The Club may remove you and/or any User from the Ground whom:

- (A) the Club, acting reasonably, believes to be the subject of a banning or other order prohibiting him/her/them from entering the Ground or any other stadium;
- (B) the Club, acting reasonably, considers to be in breach of or have breached the Commitment including, without limitation, using, or have used, any rude, threatening or abusive language or behaviour to, or in respect of, any contractor, employee or agent of the Club, or any other spectator or official (including, without limitation, any language or behaviour relating to an individual's or group's race, nationality, ethnic or national origins, gender, sexual orientation, marital status, religion, age or disability);
- (C) the Club, acting reasonably, considers to be in breach, be likely to breach, or have breached, any other provision of the Terms and Conditions of Entry;
- (D) the Club, acting reasonably, believes to be behaving in such a manner as will, or is likely to, cause a hazard to safety or security, or cause any contravention by such person or the Club of: (a) any laws or regulations, including the terms of any health and safety, operating or other certificate, licence, consent, permit, approval or other authorisation, applicable to such person or entity or the Ground; or (b) any restrictions imposed by the police or any other relevant authority in relation to any Cup Match from time to time; or
- (E) fails or refuses to provide photographic proof of identity when requested by any official, steward or employee of the Club or any police officer.

13.2 Without prejudice to any other remedies it may have, the Club shall have the right at its absolute discretion to:

- (A) suspend for a period determined by the Club, withdraw indefinitely or cancel any Cup Season Ticket(s) (including without limitation, use of the Cup Season Ticket(s) and all other related benefits);
- (B) exclude (indefinitely or for a period determined by the Club) a User from using Cup Season Ticket(s) and/or applying to purchase Seats(s) for any future Cup Matches; and/or
- (C) provide the police and any other relevant authorities including FIFA, UEFA, the FA, the Premier League, the Football League and/or any other football clubs with relevant information,

in any of the following circumstances:

- (i) any serious or persistent breach by a User of these Terms and Conditions or the Terms and Conditions of Entry (including, without limitation, the Commitment)



or where the Club has reasonable grounds to suspect such breach; and/or

- (ii) the Club reasonably suspects that entry into the Ground by the User will result in a serious breach of these Terms and Conditions, the Terms and Conditions of Entry or the terms and conditions of any other Club-related scheme.

13.3 In the event of cancellation, suspension, withdrawal, refusal and/or ejection pursuant to clauses 13.1 and/or 13.2, no refund will be paid for any Seat(s) you have purchased for any Cup Matches during any period of suspension.

13.4 Without prejudice to the general nature of the above, the following actions shall constitute serious breaches of the Terms and Conditions of Entry by a User and shall enable the Club to exercise its rights as described in clauses 13.1, 13.2 and/or 13.3 above (as the case may be):

- (A) smoking (including the use of electronic cigarettes or vaporisers);
- (B) being (or appearing to be) drunk or intoxicated;
- (C) persistent standing in seated areas whilst the Cup Match is in progress;
- (D) the Club has reasonable grounds to suspect that the unauthorised sale or transfer, or any attempt or preparatory steps in respect of the unauthorised sale or transfer, of a Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket) to any person has taken place;
- (E) the deliberate misuse of a Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket);
- (F) any misrepresentation in relation to clause 1.4 above;
- (G) the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive, sexist, racist, homophobic, transphobic or otherwise discriminatory (including, without limitation, any such language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability);
- (H) the throwing of any object within the Ground that may cause injury, distress, annoyance or damage to people or property without lawful authority or excuse;
- (I) whether at the Ground, or travelling to or from a Cup Match or elsewhere:
  - (i) the use of foul, obscene, abusive, sexist, racist, homophobic and/or transphobic language and/or gestures or other discriminatory abuse (including, without limitation, any language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability);
  - (ii) the chanting of anything of an indecent, rude, disrespectful, offensive, sexist, racist, homophobic and/or transphobic nature or other discriminatory abuse (including, without limitation, any language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability); and/or



- (iii) fighting, or engaging in, inciting or threatening violence;
  - (J) any rude, disrespectful, offensive, threatening or abusive language or behaviour to, or in respect of, any contractor, employee or agent of the Club;
  - (K) bringing any of the following into the Ground (or using them within the Ground): alcohol; illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; drones; bottles; glass vessels or any item that might be used as a weapon or compromise public safety or any other item prohibited from time to time under the Ground Regulations;
  - (L) entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
  - (M) the supply of any misleading or incorrect information in any application;
  - (N) breach of the terms of any Membership Scheme;
  - (O) any breach of clause 4.9, 4.10, 4.12 or 4.13 above;
  - (P) any breach of the requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding an Epidemic, including but not limited to: (a) any required social distancing measures; (b) any requirements in respect of the circulation and/or behaviour of spectators within the Ground; (c) undertaking temperature checks if required by the Club; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club; and (e) providing photographic proof of identity if required by the Club;
  - (Q) any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment; and/or
  - (R) any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Cup Season Ticket.
- 13.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clause 13.4 have either occurred or may occur.
- 13.6 The Club will not tolerate racial, homophobic, sexist, transphobic or other discriminatory abuse in any form (including, without limitation, any language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability), whether at the Ground, elsewhere or online. The Club wants the atmosphere at the Ground to be welcoming to all who attend its games. Any User who is caught abusing a player, official or any other individual whether at the Ground, elsewhere or online will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, the Cup Season Ticket will be immediately withdrawn and no refund will be given. If your Cup Season Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the Premier League, other football clubs, any Football Authority and/or the relevant law enforcement authorities.



- 13.7 The Cup Season Ticket(s) (and any physical or digital pass issued as part of a Cup Season Ticket) may be suspended, withdrawn and/or cancelled without the payment of any refund to you, in the event that:
- (A) the User is under investigation by the Police, charged, cautioned or found guilty of any football related offence anywhere in the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions (including, without limitation, the Commitment); or
  - (B) prior to or whilst the User is using the Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket), the User is under investigation by the Police, charged, cautioned or found guilty of any football related offence anywhere in the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions (including, without limitation, the Commitment).
- 13.8 Without prejudice to the rights of the Club under this clause 13, the Club shall be entitled to terminate these Terms and Conditions (and cancel any physical or digital pass issued as part of a Cup Season Ticket) with immediate effect by notice in writing to you in the event that you are at any time, or any other User is, at the time he/she/they enters the Ground, subject to a banning or other order prohibiting you or him/her/them from entering the Ground or any other stadium.
- 13.9 The User must immediately surrender the Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket) upon request by a Club official or a police officer.
- 13.10 In the event of cancellation and withdrawal of any Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket) in accordance with this clause 13:
- (A) no refund shall be payable to you and/or a User (as the case may be) in respect of any Seat(s) you have purchased for Cup Matches. The Club further reserves its right to take any legal and/or disciplinary action against any persons as it sees fit in connection with such matters including a claim for an account of profits made from an unauthorised use of the Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket);
  - (B) the Club reserves the right to exclude you and/or any User (as the case may be) from any Membership Scheme and/or to disqualify you and/or any User (as the case may be) from applying for any match ticket or season ticket at its discretion and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification);
  - (C) the Club reserves the right to sell the Seat(s) associated with the relevant Cup Season Ticket to a third party immediately following the cancellation or withdrawal of the Cup Season Ticket; and
  - (D) you shall not be permitted to re-apply for Membership or join any season ticket waiting list (whether or not using the same or different contact details and/or payment card details as your suspended or cancelled Cup Season Ticket) during the period in which you are banned from attending matches at the Ground.



13.11 In the event that your Cup Season Ticket (and the benefits and rights associated with the same) are suspended in accordance with this clause 13:

- (A) no refund shall be payable to you and/or to any User (as the case may be) in respect of any Seat(s) you have purchased for Cup Matches. The Club further reserves its rights to take any legal and/or disciplinary action against any persons as it sees fit in connection with such matters including a claim for an account of profits made from an unauthorised use of the Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket); and
- (B) the Club reserves the right to sell the Seat associated with any relevant Cup Season Ticket to a third party for the period of suspension of the Cup Season Ticket.

#### **14 Undertakings**

14.1 You shall, and shall procure that any User shall, at all times:

- (A) use the Seat(s) and the Ground in a proper and lawful manner, in accordance with Applicable Law, Applicable Football Regulation and the Terms and Conditions of Entry (including, without limitation, the Commitment), and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other spectators or visitors to the Ground or local residents) or to render void or voidable, in part or whole, any insurance maintained by the Club in respect of the Ground; and
- (B) ensure that no part of the Ground to which you or any other User may be granted access are damaged (fair wear and tear excepted).

14.2 You shall not make, and will procure that no other User makes, without the prior written consent of the Club, any public statement or announcement linking, or implying any relationship between, or engage in any marketing, advertising or promotional activity which links, or implies any relationship between, you and the Club.

#### **15 Security**

The Club shall take all reasonable precautions to maintain the security of the Ground between matches but it shall not be responsible in any way for the loss of, or damage to, any property of you (or any other User) in the Ground (including, without limitation, any property left behind by you (or any other User) in the Ground). Notwithstanding the foregoing, the Club shall be entitled to dispose of any property left behind by you or any other User in the Ground.

#### **16 Use of concessionary tickets**

16.1 Concessionary-priced Cup Season Tickets may only be used by persons that qualify for such Cup Season Tickets, as follows:

- (A) "Team JGs" Cup Season Tickets may only be used by persons who will be aged 4 to 11 (inclusive) on 31 August of the relevant Season;
- (B) "Young Guns" Cup Season Tickets may only be used by persons who will be aged 12 to 16 (inclusive) on 31 August of the relevant Season;



- (C) "Cannon" Cup Season Tickets may only be used by persons who will be aged 17 or 18 on 31 August during the Season and who were either part of the Young Guns or the Cannon for the whole of the previous Season or who have otherwise become Cannon members by 31 August in the relevant Season;
- (D) "Young Adult" Cup Season Tickets may only be used by persons who will be aged 19 to 24 (inclusive) on 31 August of the relevant Season; and
- (E) "Senior Citizen" Cup Season Tickets may only be used by persons who will be aged 65 or over on 31 August during the relevant Season.

16.2 You are not permitted to sell or transfer a concessionary-priced Membership ticket to someone who is not entitled to such concession as set out above. All proven abuses of concessionary Memberships will be dealt with severely. Any person entering, seeking to enter or having entered the Ground with a concessionary priced Cup Season Ticket in circumstances where such person is not entitled to such concession will be refused entry to, or ejected from, the Ground and will have the Cup Season Ticket withdrawn and the Member who sold or transferred their concessionary Membership ticket to that person will have their relevant Cup Season Ticket(s) and Memberships withdrawn. In such case, no refund will be given to you in respect of any games remaining in the Season.

## **17 Use of Family Enclosure**

Within the Family Enclosure the following additional terms must be adhered to by Users at all times:

- (A) the Family Enclosure is restricted to members who are Junior Gunners or Senior Citizen Members only;
- (B) adult Members, Cannon Members and Young Adult Members are only permitted to be in the Family Enclosure if they are accompanying a Junior Gunner. A maximum of two adult, Cannon or Young Adult Members are permitted to accompany each Junior Gunner;
- (C) all Users must show their Membership Card or digital membership pass to a Club member of staff/stewards upon request. Other photographic identification and evidence of the date of birth of the User may also be requested and, if requested, must be shown to the Club member of staff/steward;
- (D) if an adult User wishes to attend a Cup Match in the Family Enclosure without accompanying a Junior Gunner, then the User must contact Arsenal Fan Services (Tel: +44 (0) 207 619 5000) for advice on the correct procedure prior to the relevant Cup Match. Failure to make contact with the Club prior to the date of the fixture may result in the Cup Season Ticket being confiscated and/or the User being ejected from the Ground. The Club regrets that it is unable to deal with any requests or enquiries of this nature on the day of a fixture; and
- (E) you must show your physical or digital pass issued as part of a Cup Season Ticket to a Club member of staff/stewards upon request. Other photographic identification and



evidence of your date of birth may also be requested and, if requested, must be shown to the Club member of staff or a steward.

## **18 Notices**

- 18.1 The Club reserves the right to make changes to any of these Terms and Conditions. Such changes will be notified to the User by being put on display at the Ground and on the Website.
- 18.2 You should notify any change of email address to the Club immediately by using the on-line facility on the Website by logging onto [www.arsenal.com/membership](http://www.arsenal.com/membership).

## **19 General**

- 19.1 If you are a consumer, references in these Terms and Conditions to “**you**” are to the individual using the Cup Season Ticket for private and non-commercial purposes.
- 19.2 If you are NOT a consumer, references in these Terms and Conditions to “**you**” are to the business on whose behalf you are purchasing the Cup Season Tickets and you confirm that you have authority to bind that business in respect of the purchase of the Cup Season Tickets.
- 19.3 Each User acknowledges that the Club will hold and process data relating to them, which may include personal data, for administrative, health and safety and legal purposes (including, without limitation, to assist with any ‘track and trace’ requirements of Applicable Law and/or Applicable Football Regulation in relation to an Epidemic). In particular, we may share your personal data, including your name, date of birth, photograph, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs, any Football Authority, and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic, sexist, transphobic or other discriminatory abuse, chanting or harassment (including, without limitation, any language or behaviour relating to an individual’s or group’s nationality, ethnic or national origins, religion, age or disability) and with enforcing sanctions under the Commitment. We may also share your data to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. The personal data that each User provides to the Club shall be processed, stored and transferred in accordance with the terms of the Club’s privacy policy available at the Website.
- 19.4 The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 19.5 You acknowledge that the Club may fulfil any of its obligations under these Terms and Conditions by procuring such fulfilment from another Club Group Company. Each Club Group Company may benefit from the rights granted to the Club under these Terms and Conditions. Other than the foregoing, and with the exception of each Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Terms and Conditions. Nothing in these Terms and Conditions shall affect any



right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

- 19.6 The Terms and Conditions of Entry (including, without limitation, the Commitment) constitute the entire agreement between the Club and you in respect of the subject matter and neither the Club nor you shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the subject matter which is not set out therein.
- 19.7 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions, the documents referenced herein or by law shall not constitute a waiver of that right, power or remedy.
- 19.8 If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and any provision of the Ground Regulations, the relevant provision of these Terms and Conditions shall apply.
- 19.9 If you are NOT a consumer, these Terms and Conditions, and any contractual or non-contractual dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual disputes or claims).

OR

If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your use of the Cup Season Ticket (or any physical or digital pass issued as part of a Cup Season Ticket) and any dispute or claim arising out of or in connection with it (including in relation to any non-contractual disputes or claims) will be governed by English law. You and the Club both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

## 20 Definitions

In these Terms and Conditions, the following words and phrases shall have the following meanings:

**"Applicable Football Regulation"** means in respect of any Football Authority: (i) the statutes, rules, regulations, directives, codes of practice, guidelines and equivalent for the time being of such bodies; and (ii) all promotional, marketing, and commercial agreements and arrangements concluded by each such body, in each case with which the Club and/or you and/or a Guest is required to comply with from time to time.

**"Applicable Law"** means all laws, statutes, regulations, edicts, byelaws, codes of conduct and guidelines, whether local, national, international, or otherwise existing to which the Club and/or you and/or any Guest is subject and which is relevant to the Club and/or you and/or the Guest's rights or obligations under these Terms and Conditions (as the case may be).

**"ASMCL"** means Arsenal Stadium Management Company Limited.



**“Ballot”** means the ticket allocation process which may be applied (in the Club’s absolute discretion) for any Reduced Capacity Match(es), subject to availability (determined in the Club’s absolute discretion), capacity restrictions, Applicable Law and Applicable Football Regulation.

**“Behind Closed Doors Match”** means a Cup Match which the Club holds at the Ground without any spectators in attendance due to an Epidemic.

**“Club”** means The Arsenal Football Club Limited, a company registered in England and Wales under company number 109244 and with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU. VAT number: 769 4067 87 GB.

**“Club Group Company”** means, in respect of The Arsenal Football Club Limited, its holding companies and subsidiaries of its holding companies, and **“holding company”** and **“subsidiary”** have the meanings given to them in section 1159 of the Companies Act 2006 (and **“Club Group Companies”** shall be construed accordingly).

**“Commitment”** means the Premier League’s Commitment Regarding Abusive and Discriminatory Conduct, which can be accessed via the Website at <https://www.arsenal.com/ticket-membership-terms> or via the Premier League’s website at <https://www.premierleague.com/publications> or can be provided upon written request to the Club.

**“COVID”** means the coronavirus disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) known as ‘COVID-19’, and/or any variations or mutations thereof.

**“Cup Matches”** means as defined in clause 1.1 (and **“Cup Match”** shall be construed accordingly).

**“Cup Season Ticket”** means a scheme entitling the Cup Season Ticket holder to automatically purchase tickets for every Cup Match during the 2023-2024 Season subject to these Terms and Conditions.

**“Epidemic”** means any epidemic or pandemic (including, without limitation, COVID) or threat thereof.

**“Family Enclosure”** means the family enclosure section of the Ground.

**“Football Authority”** means the Football Association, FIFA, UEFA, the Football League and/or any other relevant governing body of association football (and **“Football Authorities”** shall be construed accordingly).

**“Ground”** means Emirates Stadium, London N7 7AJ.

**“Ground Regulations”** means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are on display at the Ground and on the Website) including without limitation any guidelines and/or supporter codes of conduct issued by the Club from time to time in the event of an Epidemic.



**“Guest”** means a relative, friend, or colleague of a Cup Season Ticket holder who would be entitled to use any physical or digital pass issued as part of a Cup Season Ticket under the Terms and Conditions of Entry.

**“Junior Gunner”** means a Member between the ages of 4 and 16.

**“Material”** means any audio, visual or audio-visual material or any information or data.

**“Member”** means a member of a Membership Scheme (and **“Membership”** shall be construed accordingly).

**“Membership Card”** means a physical or digital entry card, ticket or pass issued by the Club to indicate membership of a Membership Scheme.

**“Membership Scheme”** means each of the membership schemes of the Club available to fans, the terms and conditions of which are available on the Website.

**“Men’s First Team”** means the Club’s men’s first XI.

**“Premier League”** means the Football Association Premier League.

**“Reduced Capacity Match”** means a Cup Match which the Club holds at the Ground with reduced spectator capacity due to an Epidemic.

**“Seat”** means the seat (or seats) in the Ground to which your Cup Season Ticket relates.

**“Season”** means the relevant football season in which the Cup Season Ticket is valid, ending at the end of the day of the final Cup Match of the relevant football season.

**“Terms and Conditions”** means these terms and conditions (as amended from time to time) governing the issue and use of a Cup Season Ticket.

**“Terms and Conditions of Entry”** means each of the rules and regulations of each Football Authority, the Ground Regulations, the Commitment, any requirements and/or supporter code(s) of conduct issued by the Club from time to time in the event of an Epidemic, and these Terms and Conditions, each as may be amended from time to time. Any amendments to the Terms and Conditions of Entry will be notified to you either through the respective organisation’s website, or by being put on display at the Ground and through the Website.

**“Ticket Exchange”** means the Club’s authorised ticket resale facility made available by the Club from time to time, which provides an online secure service for holders of Cup Season Tickets to exchange tickets to games played by the Club with other Members of the Club and, where permitted by the Club from time to time, other supporters of the Club.

**“Ticket Transfer”** means the Club’s authorised ticket transfer service made available by the Club from time to time, which provides an online secure service for holders of Cup Season Tickets to forward their Cup Match tickets to any person within their network who is registered with an Online Box Office account.



**"User"** means: (i) you; or (ii) any person who uses the Cup Season Ticket in respect of a particular Cup Match in accordance with clause 6.3 or 6.4.

**"Visiting Club"** means the football club playing against the Club in respect of the Cup Match.

**"Website"** means the Club's website, currently [www.arsenal.com](http://www.arsenal.com).

**"Women's First Team"** means the Club's women's first XI.