

AVENELL CLUB (REDUCED CAPACITY MATCHES)
TERMS AND CONDITIONS
SEASON 2020-2021

1. Application

- 1.1 If you are a consumer then references in these Terms and Conditions to “you” are to the individual purchasing an Avenell Club Ticket from the Club for private and non-commercial purposes.
- 1.2 If you are NOT a consumer:
- (A) references in these Terms and Conditions to “you” are to the business that you have the authority to bind;
 - (B) you confirm that you have authority to bind any business on whose behalf you are purchasing the Avenell Club Ticket;
 - (C) you acknowledge that in purchasing an Avenell Club Ticket you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or the Terms and Conditions of Entry. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions; and
 - (D) nothing in this section shall exclude liability for either party's fraudulent misrepresentation.
- 1.3 As a result of the COVID-19 pandemic, these Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to any COVID-19 related restrictions or requirements from time to time imposed by Applicable Law and/or Applicable Football Regulation. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any Applicable Law or Applicable Football Regulation, the relevant Applicable Law or Applicable Football Regulation shall prevail. For the avoidance of any doubt, 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 Applicable Law or Applicable Football Regulation.
- 1.4 As a result of the COVID-19 pandemic, the Club may be required by Applicable Law and/or Applicable Football Regulation to hold Matches at the Ground in the 2020/21 season behind closed doors (a “**Behind Closed Doors Match**”) or with a reduced capacity (a “**Reduced Capacity Match**”). These Terms and Conditions apply in respect of the sale of Avenell Club Tickets to any Reduced Capacity Matches. For the avoidance of any doubt, these Terms and Conditions will not apply in respect of any full capacity Matches held at the Ground during the 2020/21 Season (“**Full Capacity Matches**”). Separate terms and conditions will apply in respect of the purchase of Avenell Club Tickets sold for any Full Capacity Matches held at the Ground during the 2020/21 Season.

2. Eligibility to purchase Avenell Club Tickets

2.1 Avenell Club Tickets will not be available for purchase for any Behind Closed Doors Matches during the 2020/21 Season. For any Reduced Capacity Match during the 2020/21 Season, Avenell Club Tickets will be issued by Ballot, save where the Club specifies another method of allocating Avenell Club Tickets, in which case full details of such method will be communicated on the Website and/or communicated to you by email. The Club may run a Ballot in respect of more than one Reduced Capacity Match at a time. Subject to compliance with the eligibility criteria set out in these Terms and Conditions, you will automatically be entered into each Ballot held by the Club for Avenell Club Tickets for each Reduced Capacity Match (if any).

2.2 In order to be eligible to enter the Ballot to purchase Avenell Club Tickets for a Reduced Capacity Match at the Ground during the 2020/21 Season, or to be eligible to purchase Avenell Club Tickets for any Reduced Capacity Matches at the Ground during the 2020/21 Season for which Avenell Club Tickets are not allocated via a Ballot:

- (A) you must be either:
 - (i) an Avenell Club Ticket Holder; or
 - (ii) an Avenell Club Deposit Payee; and
- (B) (for Avenell Club Tickets allocated by Ballot) you must have provided valid card details which you acknowledge and agree will be used to purchase any Avenell Club Tickets in the event that you are allocated any Avenell Club Tickets in a Ballot;
- (C) you must have made payment to the Club of the sum equivalent to the rebate you received into your Ticket Exchange and Transfer account (the “**TX Account**”) in respect of the Matches that were played Behind Closed Doors during the 2019/20 season, as a partial pre-payment towards the cost of an Avenell Membership in respect of any full capacity Matches at the Ground during the 2020/21 season (the “**Initial Payment**”). The Initial Payment shall be deducted from the cost of your Avenell Membership in respect of any full capacity Matches at the Ground during the 2020/21 season when purchased by you in accordance with the relevant terms and conditions issued by the Club, save where:
 - (i) you make payment of an Initial Payment but do not then purchase an Avenell Club Membership in respect of any full capacity Matches at the Ground during the 2020/21 season, when the Club makes such Avenell Club Memberships available for purchase; or
 - (ii) the Club does not hold any full capacity Matches at the Ground during the 2020/21 season, owing to restrictions imposed on the Club by Applicable Law and/or Applicable Football Regulations,

in which case the Initial Payment shall be refunded to you or off-set against the cost of any future Avenell Club Membership purchases, at your discretion.

- 2.3 You must make payment of the Initial Payment to the Club by the date advised by the Club to you via email and/or the Website. Save where the Club specifies another method of payment, the Initial Payment must be paid to the Club (a) by debit or credit card; or (b) by paying the relevant sum by deducting that amount from the balance of any funds remaining in your TX Account, provided that there are sufficient funds in your TX Account to cover the Initial Payment at the relevant date; or (c) subject to eligibility, through a finance arrangement with the Club's designated finance provider from time to time.
- 2.4 Provided you comply with the eligibility criteria at clauses 2.1 to 2.3 above, you will automatically entered into each Ballot for Reduced Capacity Matches (if any). Full details regarding each Ballot will be published on the Website and/or communicated to you via email but by agreeing to these Terms and Conditions, you agree in respect of any Ballot held pursuant to these Terms and Conditions that:
- (A) only one (1) entry per applicant will be accepted in respect of each Ballot. Any person submitting multiple applications in respect of a Ballot will have all of their applications voided and will not be entitled to enter any subsequent Ballot;
 - (B) 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;
 - (C) successful applicants will be notified by email within 30 days of the closing date of the relevant Ballot; and
 - (D) the Club reserves the right to cancel a Ballot if, due to reasons beyond the Club's control, there are insufficient Avenell Club Tickets available to justify holding such a Ballot.
- 2.5 In the event that you are allocated an Avenell Club Ticket through a Ballot, the Club shall take payment for the price of the relevant Avenell Club Ticket by using the payment card details that you provided to the Club. The relevant sum due for the Avenell Club Ticket will be published on the Website and/or communicated to you via email from time to time. The Club may not however contact you each time it successfully takes payment. The Club recommends that you regularly check your relevant payment card statement and online booking history to view the Avenell Club Tickets for which payment has been made. In the event that you are allocated an Avenell Club Ticket through a method other than via a Ballot, you will be required to make payment to the Club of any relevant sum due for the Avenell Club Ticket (as published on the Website and/or communicated to you via email) before the relevant Avenell Club Ticket will be issued to you.
- 2.6 Before any Avenell Club Ticket will be issued to you, you will be required to confirm that you will agree to comply with and adhere to any COVID-19-related requirements and/or code(s) of behaviour issued by the Club from time to time and that, without limitation, you shall declare that:
- (A) as at the time of purchase of the relevant Avenell Club Ticket, you and any of your Guest(s) are not displaying any symptoms of COVID-19 and/or are not otherwise required or recommended to self-isolate;

- (B) you and/or any Guest(s) will not attend the relevant Restricted Capacity Match if you and/or any Guest(s) are displaying any symptoms of COVID-19 and/or are otherwise required or recommended to self-isolate at the date of the relevant Restricted Capacity Match;
 - (C) you and any Guests will adhere to all requirements stipulated by the Club regarding COVID-19, including but not limited to (a) adherence to social distancing measures; (b) adherence to the required movements and behaviours of spectators within the Ground; and (c) undertake temperature checks where required by the Club;
 - (D) you will provide names and contact details for any Guests for whom you are purchasing Avenell Club Tickets and who intend to attend the relevant Restricted Capacity Match, in order to assist with NHS test track and trace requirements; and
 - (E) if required by Applicable Law, you will confirm that any Guests attending the relevant Match are from the same household or 'support bubble' as you.
- 2.7 If you do not comply with the requirements set out in clause 2.6 and/or you fail to provide the Club with valid card payment details and the Club is therefore unable to process the purchase of the relevant Avenell Club Ticket(s) allocated to you following a Ballot, your Avenell Club Ticket(s) will be forfeited and may be made available to another eligible applicant(s) for purchase.
- 2.8 Avenell Club Tickets for a Restricted Capacity Match are not refundable in the event that you and/or your Guests are unable to use such Avenell Club Tickets or are unable to comply with the requirements set out in clause 2.6. Please note that the right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to these Terms or any purchase of an Avenell Club Ticket under these Terms.
- 2.9 By making payment to the Club of an Initial Payment and/or entering a Ballot, you accept these Terms and Conditions and acknowledge that the payment of an Initial Payment and/or the right to be included in a Ballot gives no guarantee that any Avenell Club Tickets will be available and/or issued to you. Success in one Ballot gives no guarantee that you will be successful in any Ballot. All rights to Avenell Club Tickets for Reduced Capacity Matches are expressly subject to availability and/or the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation.
- 2.10 Before attempting to purchase any Avenell Club Ticket in accordance with these Terms and Conditions and before attending any Reduced Capacity Match, you shall be responsible for undertaking a risk assessment as to whether it would be appropriate for you to attend the relevant Restricted Capacity Match. In undertaking such assessment, you should take into consideration your age, health status and clinical vulnerability and, if you are seeking to purchase Avenell Club Tickets on behalf of other Guests, the age, health status and clinical vulnerability of those individuals.
- 3. Issue of Avenell Club Ticket**
- 3.1 The issue of an Avenell Club Ticket and subsequent access to the Ground is subject to the Terms

and Conditions of Entry (as may be amended from time to time and which can be found on or accessed via the Website or can be provided upon written request to the Club) and any COVID-19-related requirements of the Club notified to you and/or published by the Club from time to time..

- 3.2 The Club, as selling agent for and on behalf of ASMCL, licenses you to use any Avenell Club Tickets and any Avenell Membership Card that are issued to you in accordance with 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.
- 3.3 Any Avenell Club Ticket and/or Avenell Membership Card issued to you remain the property of the Club at all times. Any Avenell Club Ticket and/or Avenell Membership Card may be cancelled by the Club at any time without providing any reason. A refund will be given to you, in the absolute discretion of the Club and/or in accordance with the terms of the Terms and Conditions of Entry, in the event of any such cancellation.
- 3.4 The use of any automated software or computer system to search for, reserve, buy or otherwise obtain Avenell Club Tickets (including sending information from your computer to another computer where such software or system is active) is strictly prohibited. If the Club reasonably believes that you have searched for, reserved, bought or otherwise obtained Avenell Club Tickets using, or with the assistance of, such software, the Club may cancel your Avenell Club Tickets (and any subsequent Avenell Club Tickets purchased by you) without payment of any refund. The Club may also cancel any Avenell Membership Card (and all associated benefits) without payment of any refund to you. If you have any queries about this, you may contact the Arsenal box office. The use of such software to search for, reserve, buy or otherwise obtain Avenell Club Tickets may amount to a criminal offence under the Computer Misuse Act 1990 or the Breaching of Limits on Ticket Sales Regulations 2018 and the Club reserves the right to inform the police if it reasonably believes that an Avenell Club Ticket has been purchased using such software.
- 3.5 In the event of the Avenell Club Ticket or Avenell Membership Card becoming lost or stolen, you must inform the Club immediately. In addition, if any Avenell Club Ticket or Avenell Membership Card is stolen, you must also inform the police immediately. Please note that it is your responsibility to contact the Club and/or visit the Club's match day ticket office on a match day in the event that you do not have access to your Avenell Club Ticket(s) for that match.

4. Term

These Terms and Conditions are valid for the 2020/21 season only and accordingly, unless terminated earlier in accordance with these Terms and Conditions, will terminate at the end of the 2020/21 season (the "**Term**").

5. Benefits

- 5.1 Subject to the Terms and Conditions of Entry, you will be entitled to the benefits set out in Schedule 1 for each Reduced Capacity Match for which you are issued Avenell Club Tickets.

Admission to the Ground

- 5.2 By holding an Avenell Club Ticket and/or using an Avenell Club Ticket to gain access to the Ground, you: (a) certify that you have read, understood and accepted; (b) agree to be bound by and to comply with; and (c) agree to bring to the attention of others, as required below, the Terms and Conditions of Entry.
- 5.3 Subject to the Terms and Conditions of Entry, the Club reserves the right to require you to physically collect any Avenell Club Ticket(s) from the Club's box office on or before the day of a Match, with physical evidence of your identity. The Avenell Club Ticket shall only entitle the User to gain admission to the Ground after it has been validated by the control readers located at the appropriate turnstiles. The Ground access steward(s) have strict instructions to, and will, refuse admission to any person in the event that such person's Avenell Club Ticket is not so validated by such control readers.
- 5.4 All persons (including children) must have a valid card when entering the Ground. The Club will not allow children (or any other person) to be carried through without a valid card or ticket for the Match.
- 5.5 An Avenell Club Ticket permits you to occupy at the Match the seat indicated on the Avenell Club Ticket or stated on the confirmation receipt/email of purchase in respect of your electronic entry card or such other alternative seat the location of which will be determined by the Club and which, subject to availability, will be in the same area of the Ground as the Seats to which your Avenell Club Tickets relate. All access to the Ground pursuant to an Avenell Club Ticket shall be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 5.6 Unless otherwise agreed and stated in the Forms, nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Avenell Club Ticket or ticket confirmation in any subsequent match.
- 5.7 Save as set out in clause 5.8 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 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 PL and/or the Club.
- 5.8 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 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.

- 5.9 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 Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 5.7 above, or pursuant to clause 5.8 above, or otherwise) is hereby assigned to the PL and 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 PL and/or the Club) to promptly execute all instruments and to do all things necessary to vest the right, title and interest in such rights to the PL and the Club absolutely and with full title guarantee.
- 5.10 Save for official Club merchandise and/or other football related clothing worn in good faith, you and any Guest(s) shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials. For the avoidance of doubt, neither you nor your Guest(s) shall wear away colours in the Avenell Club.
- 5.11 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 5.9 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.
- 5.12 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.

6. Use of Avenell Club Ticket

- 6.1 Subject to clauses 6.3 and 6.4 below, the Avenell Club Ticket and any Avenell Club Membership Card (and all associated rights and benefits) is issued for your sole use and you shall not and you shall not attempt and/or take preparatory steps to sell, dispose of, assign, transfer, lend or otherwise deal with the Avenell Club Ticket and/or Avenell Club Membership Card or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Avenell Club Ticket or Avenell Club Membership Card for any commercial purpose. The reference to selling the Avenell Club Ticket and/or any Avenell Club Membership Card includes where, in the Club's reasonable opinion, a User: (a) offers or attempts and/or takes preparatory steps to sell an Avenell Club Ticket and/or Avenell Club Membership Card (including, without limitation, via any website or online auction site); (b) exposes or attempts and/or takes preparatory steps to expose an Avenell Club Ticket and/or Avenell Club Membership Card for sale; (c) makes or attempts and/or takes preparatory steps to make an Avenell Club Ticket and/or Avenell Club Membership Card available for sale by another person; and (d) advertising that an Avenell Club Ticket and/or Avenell Club Membership Card is available for purchase.
- 6.2 No Avenell Club Ticket and/or any Avenell Club Membership Card may 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 PL or the Club.
- 6.3 In the event that your Avenell Club Ticket allows you the use of more than one Seat, one of the

Seats must be used by you for your personal use (subject to the provisions below) and the remaining Seat(s) may be transferred to a Guest(s) (including through the "Ticket Transfer Service") for his/her/their personal use only, PROVIDED THAT:

- (A) if required by Applicable Laws, your Guest is from the same household or 'support bubble' as you;
- (B) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Avenell Club Ticket;
- (C) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business (other than, in each case, to the extent you are NOT a consumer and only for corporate hospitality which is not itself a business activity of that business);
- (D) such transfer to any Guest(s) will be subject to the Terms and Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 7.3) apply to and bind each Guest as if he/she was the original purchaser of the Avenell Club Ticket (and you must inform the Guest(s) of this) and you shall procure that they shall comply with the Terms and Conditions of Entry; and
- (E) you will provide the name, address and contact details of your Guest(s) when asked to do so by the Club, any official, steward or employee of the Club and/or any police officer.

6.4 If you die the Club will take into account your wishes in considering the transfer of your Avenell Club Ticket and/or Avenell Membership Card to another person but is under no obligation to follow such wishes. Prior to any such transfer, these Terms and Conditions will continue, but the Club may terminate these Terms and Conditions (i) if any sums due under these Terms and Conditions are not paid on the due dates, or (ii) otherwise in accordance with its terms.

6.5 The Club hereby notifies you that the Club has assigned to The Law Debenture Trust Corporation Plc, in its capacity as security trustee for certain of the secured creditors of ASMCL, the Club and certain Emirates Stadium Companies (the "**Security Trustee**", which expression shall include the successors and assigns of The Law Debenture Trust Corporation Plc in such capacity), as security, all of the Club's rights in respect of these Terms and Conditions and each Avenell Club Ticket and/or Avenell Membership Card. You hereby expressly acknowledge such assignment and agree to comply with the terms of any written notice or instruction from the Security Trustee in connection with amounts payable to the Club under or in respect of these Terms and Conditions.

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. In the event that 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. In the event that the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

- 6.7 You may transfer to another Member the Avenell Club Ticket(s) or any benefit of it (not including any card) for a Match through the "Ticket Transfer Service" in accordance with the Ticket Exchange and Transfer Terms and Conditions or any other mechanism for the transfer of Avenell Club Tickets that the Club may put in place from time to time. Due to the COVID-19 pandemic, no Avenell Club Tickets will be permitted to be sold or exchanged through the "Ticket Exchange Service".
- 6.8 The Avenell Club Ticket and each Avenell Club Membership Card will remain the property of the Club at all times and must be produced together with evidence of your identity if required to do so by any official, steward or employee of the Club or any police officer. The Club reserves the right to require the immediate return of the Avenell Club Ticket and/or Avenell Club Membership Card at any time.
- 6.9 Any Avenell Club Ticket and/or Avenell Club Membership Card obtained or used in breach of the Terms and Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Avenell Club Ticket and/or Avenell Club Membership Card shall be nullified. Any person seeking to use an Avenell Club Ticket and/or Avenell Club Membership Card in breach of the Terms and Conditions of Entry in order to gain entry to the Ground or remain at the Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of the Match and/or may have his/her Avenell Club Ticket and/or Avenell Club Membership Card suspended, cancelled or withdrawn. In the event of any suspension, cancellation or withdrawal in accordance with this clause 6.9, no refund shall be payable. 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 an Avenell Club Ticket and/or any Avenell Club Membership Card.
- 6.10 If your conduct, acting alone or with others, or your incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, you shall be liable to the Club for any loss the Club thereby suffers.
- 6.11 The unauthorised sale or disposal of an Avenell Club Ticket and/or Avenell Club Membership Card (either as a whole or for a particular Match or Matches) 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 when it becomes aware that an Avenell Club Ticket and/or Avenell Club Membership Card (either as a whole or for a particular Match or Matches) 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 PL about ticket touting activities relating to you, who may in turn notify other football clubs, event holders, any Football Authority and/or the relevant law enforcement authorities. 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 in order 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.

- 6.12 All persons attending Matches acknowledge that the 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 they shall have no expectation of privacy with regard to their actions or conduct at the Matches.
- 6.13 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 game or 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, 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.
- 6.14 Further to clause 6.13 above, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Ground shall be deemed to have provided consent on their behalf.
- 6.15 If you are not 16 years old or over, your parent(s) and/or guardian(s) are also responsible for your actions, conduct and compliance with these Terms and Conditions.

7. Changes to dates, refunds and exchanges

- 7.1 No guarantees can be given by the Club that the Match will take place at a particular time or on a particular date or at the balloted capacity. The Club reserves the right without notice and, save as expressly provided otherwise in these Terms and Conditions, without any liability to reschedule the Match or, if necessary, play the Match out of view of the public, or, in the event of a reduction in the permitted spectator capacity for the Match, cancel your Avenell Club Ticket.
- 7.2 The Club does not guarantee that the team for the Match will necessarily only be selected from the Club's regular First Team players. The team manager may consider it desirable on occasions to omit regular First Team players and select the team from the full playing squad.
- 7.3 In the event of the postponement or abandonment of the Match (or if the Match has, for any reason, to be played out of view of the public) and/or where you have been allocated an Avenell Club Ticket but the permitted spectator capacity for the relevant Match is reduced following your purchase such that your Avenell Club Ticket for the relevant Match is cancelled, you will be entitled to receive a full refund (including any booking and/or administration fee) on tickets purchased direct from the Club or its authorised agent or receive the equivalent ticket for the subsequent re-arranged Match (if any) via such application procedure as the Club stipulates, subject to any and all applicable terms and conditions. The Club will have no further, or other,

liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage including (but not limited to) loss of enjoyment or travel or accommodation cost. In order to obtain a refund on the Avenell Club Ticket, in accordance with this clause 7.3, a written request must be received by the Club's box office. A refund pursuant to this clause will only be issued on production of identification that the individual requesting the refund is the person to whom the Avenell Club Ticket was originally sold.

8. Any lost or stolen Avenell Club Tickets

- 8.1 In order to gain admission to the Ground, the Avenell Club Ticket must be presented in its entirety at the Match.
- 8.2 The Club is not responsible for any Avenell Club Ticket which is forgotten, lost, stolen, defaced, damaged or destroyed. If the Avenell Club Ticket is forgotten, lost, stolen, defaced, damaged or destroyed, a duplicate card or ticket may be issued to you, at the Club's discretion, upon payment by you to the Club of a non-refundable administration fee of £10.00 which will be taken by the relevant account manager. The Club reserves the right to require proof of identity and/or withdraw this duplicate ticket facility for the Match without notice.

9. Cancellation and withdrawal of Avenell Club Ticket

- 9.1 The Club may remove you and/or or any User from the Ground whom it, acting reasonably:
- (A) believes to be the subject of a banning or other order prohibiting him/her from entering the Ground or any other stadium;
 - (B) considers to be 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 (including, without limitation, any language or behaviour relating to an individual's or group's colour, race, nationality, ethnic or national origins, gender, sexual orientation, marital status, religion, age or disability);
 - (C) considers to be in breach, be likely to breach, or have breached, any other provision of the Terms and Conditions of Entry;
 - (D) 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 Match from time to time; or
 - (E) considers to be in breach, be likely to breach, or have breached the requirements stipulated by the Club regarding COVID-19, including but not limited to (a) adherence to social distancing measures; (b) adherence to the required movements and behaviours of spectators within the Ground; and (c) undertake temperature checks where required by the Club.

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

- (A) suspend for a period determined by the Club, withdraw indefinitely or cancel any Avenell Club Ticket and/or Avenell Club Membership Card (including without limitation, use of the Avenell Club Ticket and/or Avenell Club Membership Card and all other related benefits) and/or suspend your entitlement to participate in any subsequent Ballot;
- (B) exclude (indefinitely or for a period determined by the Club) a User from using and/or applying to purchase any future Avenell Club Ticket and/or Avenell Club Membership Card (including any associated benefits);
- (C) provide the police and any other relevant authorities including FIFA, UEFA, the FA, the PL, 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 the Terms and Conditions or the Terms and Conditions of Entry (or 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.

9.3 In the event of cancellation, suspension, withdrawal, refusal and/or ejection pursuant to clauses 9.1 and/or 9.2, no refund will be paid in respect of any unexpired portion of the Avenell Club Ticket(s) and/or any Avenell Club Membership Card or during any period of suspension.

9.4 Without prejudice to the general nature of the above, the following actions shall constitute serious breaches of the Terms & Conditions of Entry by a User and shall enable the Club to exercise its rights as described in clause 9.1 above:

- (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 Match is in progress;
- (D) the sale or transfer (save as permitted) of an Avenell Club Ticket and/or Avenell Club Membership Card to any person;
- (E) the deliberate misuse of an Avenell Club Ticket and/or Avenell Club Membership Card;
- (F) the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
- (G) 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;

- (H) whether at the Ground, or travelling to or from a Match:
 - (i) the use of foul, obscene, abusive and/or racist language and/or gestures;
 - (ii) the chanting of anything of an indecent or racist nature;
 - (iii) fighting, or engaging in and/or inciting violence;
 - (I) 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; cans; drones; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
 - (J) entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
 - (K) the supply of any misleading or incorrect information in any application;
 - (L) breach of the terms of any Membership Scheme;
 - (M) any breach of clause 6.6, 6.7, 6.9, 6.10 and 6.11 above;
 - (N) 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 Avenell Club Ticket and/or any Avenell Club Membership Card; and
 - (O) any breach of the requirements stipulated by the Club regarding COVID-19, including but not limited to (a) adherence to social distancing measures; (b) adherence to the required movements and behaviours of spectators within the Ground; and (c) undertake temperature checks where required by the Club.
- 9.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clause 9.4 have either occurred or may occur.
- 9.6 The Club will not tolerate racial, homophobic or discriminatory abuse in any form. 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 or any other individual in the Ground will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, the Avenell Club Ticket and/or Avenell Club Membership Card will be immediately withdrawn and no refund will be given.
- 9.7 The Avenell Club Ticket and/or any Avenell Club Membership Card 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; or

- (B) prior to or whilst the User is using the Avenell Club 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.

9.8 Without prejudice to the rights of the Club under this clause 9, the Club shall be entitled to terminate these Terms and Conditions (and cancel any Avenell Club Ticket and/or Avenell Club Membership Card) 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 enters the Ground, subject to a banning or other order prohibiting him/her from entering the Ground or any other stadium.

9.9 The User must immediately surrender the Avenell Club Ticket and/or Avenell Club Membership Card upon request by a Club official or a police officer.

9.10 In the event of cancellation and withdrawal of any Avenell Club Ticket and/or Avenell Club Membership Card in accordance with this clause 9:

- (A) no refund shall be payable to you and/or a User (as the case may be) in respect of any unexpired portion of the Avenell Club Ticket and/or any Avenell Club Membership Card. 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 Avenell Club Ticket and/or Avenell Club Membership Card;
- (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); and
- (C) the Club reserves the right to sell (and retain all revenue therefrom) the Seats associated with the relevant Avenell Club Ticket to a third party immediately following the cancellation or withdrawal of the Avenell Club Ticket and/or Avenell Club Membership Card.

9.11 In the event that your Avenell Club Ticket and/or Avenell Club Membership Card (and the benefits and rights associated with the same) are suspended in accordance with this clause 9:

- (A) no refund shall be payable to you and/or to any User (as the case may be) in respect of the period of suspension. 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 Avenell Club Ticket and/or Avenell Club Membership Card; and
- (B) the Club reserves the right to sell (and to retain all revenue therefrom) the Seats

associated with any relevant Avenell Club Ticket to a third party for the period of suspension of the Avenell Club Ticket and/or Avenell Club Membership Card.

10. Undertakings

10.1 You shall at all times:

(A) use the Ground in a proper and lawful manner in accordance with Applicable Law, Applicable Football Regulations and the Terms and Conditions of Entry 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 the Ground is not damaged (fair wear and tear excepted).

10.2 You shall not make, 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.

11. Disabled Members

11.1 This clause 11 applies to you if you have an Avenell Club Ticket and are registered with the Club as a disabled Member.

11.2 You must bring your current Avenell Club Ticket with you to every Match. Your personal assistant must also bring their relevant Membership Card with them to every Match.

11.3 Personal assistants must not attend Matches on their own or with any non-disabled person. If you are unable to attend a Match please notify the Disability Liaison Team as soon as possible so that we can sell or donate your place to another disabled supporter, a charity or local disability organisation.

11.4 You must bring a form of personal identification with you when attending the Ground.

11.5 Please note that stewards and Club staff will be carrying out checks of tickets. All proven abuses of the disabled supporter's concessionary scheme will be dealt with severely and will result in the loss of your Avenell Club Ticket and/or your Avenell Club Membership Card. It may also result in criminal prosecution.

11.6 Contact details for the Disability Liaison Team are as follows (and may be updated from time to time on the Website):

- Tel - +44 (0) 20 7619 5050 (Mon to Fri 9.30am to 5pm)
- Email - disability@arsenal.co.uk

- Matchday Contact Number - +44 (0) 20 7619 5003

12. Payments

- 12.1 If you do not pay to the Club any part of the Licence Fee or any other payment due under or in respect of these Terms and Conditions on the due date for payment (a “**Late Payment**”), in addition and without prejudice to the Club’s rights under clause 10 such Late Payment shall bear interest at the rate of 2.5% above the base rate of Barclays Bank Plc from the due date until the date of actual payment (both dates inclusive) by you to the Club.
- 12.2 All payments to be made by you under these Terms and Conditions shall be made in full without any set-off, restriction, condition or deduction for, or on account of, any counterclaim or any other matter. Any payments due to be made by the Club to you under these Terms and Conditions may be set off against any sums owed to the Club by you under these Terms and Conditions or any other agreement between the Club and you.

13. 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 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 in the Ground.

14. Unavailability of seats

If the Club determines that all or any relevant part of the Ground, is unavailable for a Match due to:

- (A) health and safety requirements, Applicable Law, Applicable Football Regulation and/or the Terms and Conditions or Entry;
- (B) the need for any other repairs or alterations to be made to the Ground (or any relevant part) or any fixtures or fittings therein and such repairs or alterations are in the Club’s opinion necessary or desirable; or
- (C) any other circumstances at the Club’s discretion,

you will be entitled to a full refund (including any booking and/or administration fee), or to a credit against future licence fee payments for future seat purchases, in respect of the relevant Match(es).

15. Repairs and maintenance

- 15.1 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 your acts or omissions.

- 15.2 If you are a consumer, you shall be responsible and liable for, and 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 have access, or any fixtures or fittings therein, resulting from any act or omission of you other than as a result of fair wear and tear.
- 15.3 If you are a business, the Club has the right to charge you for, and you agree to indemnify the Club against, the cost of repairs, maintenance, replacement or cleaning of any part of the Ground to which you have access, or any fixtures or fittings therein, resulting from any act or omission of you other than as a result of fair wear and tear.
- 15.4 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 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.

16. Exclusion of liability

If you are NOT a consumer, the following terms shall apply:

- 16.1 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 Avenell Club Ticket.
- 16.2 The Club hereby excludes any liability for loss, injury or damage to persons/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.
- 16.3 Neither the PL nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 16.4 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 to the Ground for the Match, caused by any circumstances outside the Club's reasonable control and/or the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation. For the avoidance of any doubt, and without limitation, as a result of the COVID-19 pandemic, the Club may be required by Applicable Law and/or Applicable Football Regulation to hold Behind Closed Doors Matches and/or Reduced Capacity Matches at the Ground in the 2020/21 season. The Club shall not have any responsibility or liability to a User in respect of any such matches for which it is unable to offer it the right to purchase tickets and/or the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets for Reduced Capacity Matches.
- 16.5 Subject to clause 16.10, the Club's total liability in respect of your use of the Avenell Club Ticket

or any breach of these Terms and Conditions, 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 for the Avenell Club Ticket.

If you are a consumer, the following terms shall apply:

- 16.6 The Club only provides you with use of the Avenell Club Ticket for your domestic and private use and you agree not to use the Avenell Club 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.
- 16.7 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 Avenell Club Ticket.
- 16.8 Neither the PL nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 16.9 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 Match, caused by any circumstances outside the Club's reasonable control and/or the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation. For the avoidance of any doubt, and without limitation, as a result of the COVID-19 pandemic, the Club may be required by Applicable Law and/or Applicable Football regulation to hold Behind Closed Doors Matches and/or Reduced Capacity Matches at the Ground in the 2020/21 season. The Club shall not have any responsibility or liability to a User in respect of any such matches for which it is unable to offer it the right to purchase tickets and/or the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets for Reduced Capacity Matches.
- 16.10 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; or (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.

17. General

- 17.1 The Club reserves the right to make changes to any of these Terms and Conditions. Such changes will be notified to you by being put on the Website.
- 17.2 Each User acknowledges that the Club will hold and process data relating to them, which may include personal data, for administrative, legal and health and safety purposes (including without

limitation in order to assist with NHS test track and trace requirements). The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available on the Website.

- 17.3 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.
- 17.4 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.
- 17.5 If you are NOT a consumer, these Terms and Conditions Entry constitute the entire agreement between the Club and you in respect of their 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.
- 17.6 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.
- 17.7 If you are a consumer, you have legal rights in relation to services not carried out 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 these legal rights.
- 17.8 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.
- 17.9 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your use of an Avenell Club Ticket and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.
- 17.10 If you are a business, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. You and we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and

Conditions or their subject matter or formation (including non-contractual disputes or claims).

18. Definitions

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

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

“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 User is required to comply with from time to time.

“ASMCL” means Arsenal Stadium Management Company Limited.

“Avenell Club” means the members’ area of the Ground, known as the “Avenell Club”.

“Avenell Club Benefits” means those benefits set out in Schedule 1 of these Terms and Conditions.

“Avenell Club Deposit Payee” means an individual or entity that has made payment of a deposit to the Club to purchase a Seat or Seats in respect of the 2020/21 season in accordance with the relevant terms and conditions applicable to the payment of such deposit from time to time.

“Avenell Club Member” means an individual or entity that was, as at Sunday 26 July 2020, a member of the Avenell Club(as stipulated on the Forms and whose Licence Fee includes payment for membership of the Avenell Club) in respect of the 2019/20 season and/or in respect of the 2020/21 season.

“Avenell Club Membership Card” means a membership card which gives the holder the right of admission to the Avenell Club for certain Reduced Capacity Matches during the Term, provided the holder of the Membership Card is an Avenell Club Ticket Holder and has been issued with Avenell Club Ticket(s) for the relevant Reduced Capacity Match, and includes any alternative card, coupon or physical or electronic ticket issued or otherwise made available to an Avenell Club Member from time to time.

“Avenell Club Ticket” means the electronic entry card, print at home ticket, printed paper ticket or any other method for entry stipulated by the Club from time to time (and/or any rights arising out of or in connection with the foregoing) for admission to a Reduced Capacity Match played by the Club at the Ground and includes any alternative card coupon or physical or electronic ticket issued or otherwise made available to an Avenell Club Ticket Holder from time to time and includes any replacement card or ticket issued or otherwise made available to an Avenell Club Ticket Holder from time to time.

“Avenell Club Ticket Holder” means any person who is in possession of any Avenell Club Ticket and Membership Card, including any guest of an Avenell Club Member using the Avenell Club Membership Card, made available pursuant to these Terms and Conditions.

“Ballot” means the allocation of Avenell Club Tickets by random ballot, subject to availability (determined in the Club’s sole discretion), capacity restrictions, Applicable Law and Applicable Football Regulations;

“Club” means The Arsenal Football Club Plc.

“Club Group Company” means, in respect of The Arsenal Football Club Plc, 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.

“Competitions” means the PL, the Football League (known as The Championship and Leagues One and Two at the date of these Terms and Conditions), the Football Association Challenge Cup (known as the FA Cup), the Football League Cup Competition, the UEFA Champions League, the UEFA Europa League and the Emirates Cup (or any such replacement competition held by the Club from time to time).

“Dress Code” means such dress code as the Club, in its discretion, may reasonably impose from time to time and notify to you by way of notice displayed in the Ground, which dress code as at the date of these Terms and Conditions shall comprise a prohibition on the wearing of shorts, singlets, vests and/or away colours.

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

“Forms” means the documents sent to you setting out the Licence Fee and payment terms in respect of your Avenell Club Tickets, which form part of these Terms and Conditions.

“Football Authority” means the PL, the Football Association, the Football Association of Wales, 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 COVID-19 related guidelines and/or codes of behaviour issued by the Club from time to time.

“Guest” means a relative, friend, colleague and/or, companion to disabled supporters who would be entitled to purchase an Avenell Club Ticket under the Terms and Conditions of Entry.

“Licence Fee” means the fee which is payable by you to the Club pursuant to these Terms and Conditions as set out in the Forms.

“Match” means each such football match played at the Ground by the Club’s men’s First Team during the 2020/21 season in any of the Competitions, to which these Terms and Conditions apply. For the avoidance of doubt, a “Match” does not include: (i) any semi-final or final (or replay thereof) played at the Ground in any of the Competitions (whether or not the Club’s men’s First Team plays in such match) where the reason that such match is being played at the Ground is that the Ground has been chosen by the relevant football authority organising that Competition as a neutral venue to host that match; or (ii) any other friendly or international matches, whether involving the First Team or otherwise.

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

“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.

“PL” means the Football Association Premier League.

“Seat” means the seat (or seats) in the Avenell Club to which these Terms and Conditions relate.

“Terms and Conditions” means these terms and conditions governing the issue and use of an Avenell Club Ticket.

“Terms and Conditions of Entry” means each of the rules and regulations of any Football Authority, the Ground Regulations and these Terms and Conditions, each as may be amended from time to time at the sole discretion of the Club. 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 and Transfer Terms and Conditions” means the terms and conditions applicable to the Club’s “Ticket Exchange and Transfer Service” which will be notified to you on the Website.

“User” means (i) you; or (ii) any person who uses the Avenell Club Ticket (and/or the benefits thereof) in accordance with these Terms and Conditions (including, without limitation, a Guest);

“Website” means the Club’s website, currently www.arsenal.com.

Schedule 1: Avenell Club Terms and Conditions

1. Avenell Club Benefits

If you purchase an Avenell Club Ticket, subject to the Terms and Conditions, and to compliance with any Dress Code, you and any other Avenell Club Ticket Holder for whom you purchase an Avenell Club Ticket will be entitled to the following Avenell Club Benefits:

(A) Exclusive access to the Avenell Club for the relevant Reduced Capacity Match including:

- Cocktail on arrival;
- Four course buffet;
- An inclusive drinks package (including, subject to availability, champagne, house spirits, beer, wine and soft drinks) before each Match, at half-time and post-Match;
- Occasional post-Match appearances by current players and/or Club 'legends'.

The Avenell Club will be open up to two and a half (2.5) hours prior to the scheduled kick off time for each Match and up to two (2) hours after the final whistle for each Match.

The Club reserves the right to alter the opening hours set out above, at its discretion.

(B) The right to use the relevant number of Seats associated with your Avenell Club Ticket(s) in the Avenell Club for the Reduced Capacity Match.

2. Use of the Avenell Club and Avenell Club Benefits

You will be issued with the appropriate number of Avenell Club Membership Cards. In order to obtain any of the Avenell Club Benefits to which you and/or Avenell Ticket Holders are entitled at any time, you and/or such Avenell Ticket Holders must each present a valid Avenell Club Membership Card for inspection by or on behalf of the Club.

3. Catering in the Avenell Club

3.1 The Club shall use its reasonable endeavours to procure the provision (by any third party or other entity appointed by the Club, in its sole discretion, for this purpose (the "**Avenell Club Catering Supplier**")) of a refreshments service in the Avenell Club during the hours referred to in paragraph 1(A) of this Schedule 1 (excluding those times during that period in which play in any Match is in progress).

- 3.2 The costs of all refreshments (including, without limitation, alcoholic beverages) ordered or consumed by you and/or any Avenell Club Ticket Holders in the Avenell Club, other than the food and drinks described in paragraph 1(A) of this Schedule 1, shall be paid by you to the Avenell Club Catering Supplier. The Club shall provide in the Avenell Club, or shall procure the provision in the Avenell Club of, details of the costs of each of the refreshments available in the Avenell Club. The Avenell Club Catering Supplier or the Club may change the costs of any refreshments from time to time.
- 3.3 The provision of any refreshments (including, without limitation, alcoholic beverages) to any persons in the Avenell Club shall be subject to all relevant legal restrictions applicable to the Club, any other Club Group Company, the Avenell Club Catering Supplier and/or the Ground (including, without limitation, all restrictions imposed by, and any regulation of, any relevant licensing or other governing body or authority) and the grant of any necessary licences. You shall, and shall procure that any Avenell Club Ticket Holders shall, consume all alcoholic drinks within the interior of the Avenell Club.
- 3.4 The only refreshments which may be consumed in the Avenell Club are those supplied by the Avenell Catering Supplier pursuant to the provisions of paragraph 1 of this Schedule 1. You shall not, and shall procure that any Avenell Ticket Holders shall not, bring any food, drink or other refreshments into the Avenell Club for consumption or for any other reason.
- 3.5 If you or any Avenell Ticket Holders have any complaints in respect of the catering or refreshments service provided in the Avenell Club, they should, at first instance, refer such complaints to your personal account manager.

4. Unavailability of the Avenell Club and other benefits

If the Club determines, under clause 14 of the Terms and Conditions, that all or any part of the Avenell Club is unavailable for a Match, the Club will use reasonable endeavours to provide you and/or Avenell Club Ticket Holders during any such period of unavailability, with a suitable alternative dining option elsewhere in the Ground, the location of each of which will be determined by the Club and which, subject to availability, will be as reasonably comparable as possible to the Avenell Club. Where the Club is not able to provide you and/or Avenell Club Ticket Holders with such alternative dining, you will be entitled to a fair and reasonable refund in respect of the unavailability of the Avenell Club for the relevant Match(es)