

**DIAMOND CLUB TICKET**  
**TERMS AND CONDITIONS FOR REDUCED CAPACITY MATCHES**  
**SEASON 2020-2021**

**1. Application**

- 1.1 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.
- 1.2 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 Diamond Club Tickets for any Reduced Capacity Matches, pursuant to the Club's right at paragraph 5 of Schedule 1 of the relevant Diamond Club Membership Agreement. 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. Separate terms and conditions will apply in respect of the purchase of Diamond Club Tickets sold for any full capacity Matches held at the Ground during the 2020/21 Season.
- 1.3 If you are a consumer then references in these Terms and Conditions to "you" are to the individual purchasing Diamond Club Tickets from the Club for private and non-commercial purposes.
- 1.4 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 Diamond Club Tickets;
  - (C) you acknowledge that in purchasing a Diamond Club Tickets 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.

## 2. Eligibility to purchase Diamond Club Tickets

- 2.1 Diamond 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, Diamond Club Tickets will be issued by Ballot, save where the Club specifies another method of allocating Diamond 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 Diamond Club Tickets for each Reduced Capacity Matches (if any).
- 2.2 In order to be eligible to enter the Ballot(s) to purchase Diamond Club Tickets for the Reduced Capacity Matches at the Ground during the 2020/21 Season or to be eligible to purchase Diamond Club Tickets for any Reduced Capacity Matches at the Ground during the 2020/21 Season for which Diamond Club Tickets are not allocated via a Ballot:
- (A) you must be a Diamond Club Member as at the date of the relevant Ballot or at the date on which the Diamond Club Tickets are placed on sale through a method other than via a Ballot;
  - (B) (for Diamond Club Tickets allocated by Ballot) you must have provided valid card details which you acknowledge and agree will be used to purchase any Diamond Club Tickets in the event that you are allocated any Diamond Club Tickets in a Ballot; and
  - (C) you must have made payment to the Club of the sum equivalent to the rebate you received 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 a Season Fee for 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 Season Fee in respect of any full capacity Matches at the Ground during the 2020/21 Season when required to be paid by you in accordance with the relevant terms and conditions issued by the Club, save where 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 Regulation, in which case the Initial Payment shall be refunded to you or off-set against the cost of any future Season Fee, 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 by debit or credit card.
- 2.3 Provided you comply with the eligibility criteria at clause 2.2 and 2.3 above, you will automatically be entered into each Ballot for Reduced Capacity Matches (if any). Full details regarding the Ballot(s) 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 Diamond Club Tickets available to justify holding such a Ballot.

2.4 In the event that you are allocated Diamond Club Ticket(s) through a Ballot, the Club shall take payment for the price of the relevant Diamond Club Ticket(s) by using the payment card details that you provided to the Club. The relevant sum due for the Diamond Club Ticket(s) 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 Diamond Club Ticket(s) for which payment has been made. In the event that you are allocated Diamond Club Ticket(s) 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 Diamond Club Ticket(s) (as published on the Website and/or communicated to you via email) before the relevant Diamond Club Ticket(s) will be issued to you.

2.5 Before any Diamond Club Tickets 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 Diamond Club Tickets, 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 any Reduced Capacity Match(es) 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 Reduced Capacity Match(es);
- (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 who intend to attend the relevant Reduced Capacity Match with you, 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

Reduced Capacity Match are in the same household or 'support bubble' as you.

- 2.6 If you do not comply with the requirements set out in clause 2.5 and/or you fail to provide the Club with valid payment card details and the Club is therefore unable to process the purchase of the relevant Diamond Club Ticket(s) allocated to you following a Ballot, your Diamond Club Ticket(s) will be forfeited and may be made available to another eligible applicant(s) for purchase.
- 2.7 Diamond Club Ticket(s) for a Reduced Capacity Match are not refundable in the event that you and/or your Guests are unable to use such Diamond Club Ticket(s) or are unable to comply with the requirements set out in clause 2.5 (as the case may be). 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 any Diamond Club Ticket(s) under these Terms.
- 2.8 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 Diamond Club Ticket(s) will be available and/or issued to you. All rights to Diamond Club Ticket(s) 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.
- 2.9 In the event that you are not allocated Diamond Club Ticket(s) through a Ballot in respect of a particular Reduced Capacity Match, the Club shall contact you to offer you the opportunity to purchase alternative tickets for the relevant Reduced Capacity Match(es) in such other area(s) of the Ground as the Club may determine in its absolute discretion (including without limitation Club Level and Box Level). The relevant sum due for the relevant tickets will be communicated to you via email and/or through your account manager from time to time. For the avoidance of any doubt, you will have no obligation to purchase such alternative tickets.
- 2.10 Before attempting to purchase any Diamond Club Ticket(s) in accordance with these Terms and Conditions and/or 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 Reduced 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 a Diamond Club Ticket(s) for use by other Guests, the age, health status and clinical vulnerability of those individuals.

### **3. Issue of Diamond Club Ticket**

- 3.1 The issue of a Diamond 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 Diamond Club

Tickets 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 Diamond Club Ticket issued to you remains the property of the Club at all times. The Diamond Club Tickets 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 Diamond Club Membership Agreement, in the event of any such cancellation.
- 3.4 In the event of the Diamond Club Ticket becoming lost or stolen, you must inform the Club immediately. In addition, if any Diamond Club Ticket 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 Diamond Club Ticket(s) for that match.

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

- 4.1 By holding a Diamond Club Ticket and/or using a Diamond Club Ticket to gain access to the Ground, you: (a) certify that you have read, understood and accepted; and (b) agree to be bound by and to comply with, the Terms & Conditions of Entry.
- 4.2 All persons (including children) must have a valid card or ticket 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.
- 4.3 A Diamond Club Ticket permits you to occupy at the Match the seat indicated on the Diamond 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 in its absolute discretion and which, subject to availability, will be in the same category as the seats to which your Diamond Club Ticket relates. All access to the Ground pursuant to a Diamond Club Ticket shall, subject to the terms of the Diamond Club Membership Agreement, 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).
- 4.4 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Diamond Club Ticket or ticket confirmation in any subsequent match.
- 4.5 Save as set out in clause 4.7 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.

- 4.6 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.
- 4.7 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 4.5 above, or pursuant to clause 4.6 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.
- 4.8 Save for official Club merchandise and/or other football related clothing worn in good faith and/or the terms of the Diamond Club Membership Agreement, you shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials.
- 4.9 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 4.8 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.
- 4.10 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.

## **5. Use of Diamond Club Ticket**

- 5.1 Subject to the terms of the Diamond Club Membership Agreement, the Diamond Club Ticket (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 Diamond Club Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Diamond Club Ticket for any commercial purpose. The reference to selling the Diamond Club Ticket includes where, in the Club's reasonable opinion, a User: (a) offers or attempts and/or takes preparatory steps to sell a Diamond Club Ticket (including, without limitation, via any website or online auction site); (b) exposes or attempts and/or takes preparatory steps to expose a Diamond Club Ticket for sale; (c) makes or attempts and/or takes preparatory steps to make a Diamond Club Ticket available for sale by another person; and (d) advertises that a Diamond Club Ticket is available for purchase.
- 5.2 The Diamond Club 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 PL or the Club.

- 5.3 If more than one Diamond Club Ticket is issued to you, one Diamond Club Ticket must be retained by you for personal use (subject to the provisions below) and the remainder may be transferred to a Guest(s) for his/her/their personal use only (including through the "Ticket Transfer Service"), PROVIDED THAT:
- (A) if required by Applicable Law, your Guest(s) are in 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 Diamond 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 these Terms and Conditions and/or under the Diamond Club Membership Agreement) apply to and bind each Guest as if he/she was the original purchaser of the Diamond 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 any official, steward or employee of the Club and/or any police officer.
- 5.4 If you are a consumer, then you are liable for all costs, charges, claims, expenses, demands and liabilities suffered or incurred by the Club as a result of any breach by you of the Terms and Conditions of Entry.
- 5.5 If you are a business, then you shall indemnify the Club against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by the Club as a result of any breach by you of the Terms and Conditions of Entry.
- 5.6 You may transfer to another Diamond Club Member the Diamond Club Ticket or any benefit of it (not including any card) for a Match through the "Ticket Transfer Service", or any other mechanism for the transfer of Diamond Club Tickets that the Club may put in place from time to time. Due to the COVID-19 pandemic, no Diamond Club Tickets will be permitted to be sold or exchanged through the "Ticket Exchange Service".
- 5.7 If you die the Club will take into account your wishes in considering the transfer of any Diamond Club Tickets 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 in accordance with its terms.

- 5.8 You shall be responsible for any breach by a User of the Terms and Conditions of Entry. In the event that any User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.
- 5.9 The Diamond Club Ticket 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 Diamond Club Ticket at any time.
- 5.10 Any Diamond Club Ticket obtained or used in breach of the Terms and Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Diamond Club Ticket shall be nullified. Any person seeking to use a Diamond Club Ticket 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 Diamond Club Ticket suspended, cancelled or withdrawn. In the event of any suspension, cancellation or withdrawal in accordance with this clause 5.10 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 a Diamond Club Ticket.
- 5.11 If a User's conduct, acting alone or with others, or 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.
- 5.12 The unauthorised sale or disposal of a Diamond Club 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 when it becomes aware that a Diamond Club 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 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. Similarly, the Club may receive information from the police, the PL 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 data). 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](mailto:dpo@arsenal.co.uk).
- 5.13 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.

- 5.14 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.
- 5.15 Further to clause 5.13 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.
- 5.16 If a User is 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.

## **6. Changes to dates, refunds and exchanges**

- 6.1 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 in the Diamond Club Membership Agreement, 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 Diamond Club Ticket(s). Any refunds will be paid in accordance with the Diamond Club Membership Agreement to the Diamond Club Member.
- 6.2 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. Any lost or stolen Diamond Club Tickets**

- 7.1 In order to gain admission to the Ground, the Diamond Club Ticket must be presented in its entirety at the Match.
- 7.2 The Club is not responsible for any Ticket which is forgotten, lost, stolen, defaced, damaged or destroyed. If the Diamond Club Ticket is forgotten, lost, stolen, defaced, damaged or destroyed, a duplicate card or ticket may be issued to you. The Club reserves the right to require proof of identity and/or withdraw this duplicate ticket facility for the Match without notice.

## **8. Cancellation and withdrawal of Diamond Club Ticket**

- 8.1 The Club may remove you and/or any User from the Ground if it, acting reasonably:
- (A) believes you to be the subject of a banning or other order prohibiting you from entering the Ground or any other stadium;

- (B) considers you 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 you to be in breach, be likely to breach, or have breached, any other provision of the Terms and Conditions of Entry;
- (D) believes you 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, 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 the 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.

8.2 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 Diamond Club Ticket(s) (including without limitation, use of the Diamond Club Ticket(s) 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 Diamond Club Ticket (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.

8.3 In the event of cancellation, suspension, withdrawal, refusal and/or ejection pursuant to clauses 8.1 and/or 8.2, no refund will be paid in respect of any unexpired portion of the Diamond Club

Diamond Club Ticket or during any period of suspension.

- 8.4 Without prejudice to the general nature of the above, the following actions shall constitute serious breach of the Terms and Conditions of Entry by a User and shall enable the Club to exercise its rights as described in clauses 8.1, 8.2 and/or 8.3 above (as the case may be):
- (A) smoking (including the use of electronic cigarettes and 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 a Diamond Club Ticket to any person;
  - (E) the deliberate misuse of a Diamond Club Ticket;
  - (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, damage, distress or annoyance to people or property without lawful authority or excuse;
  - (H) whether at the Ground, or, travelling to 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; 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 4.5, 4.6, 4.8 or 4.9 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 Diamond Club Ticket; 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.

8.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 8.1, 8.2 and 8.4 have either occurred or may occur.

8.6 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 you will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, the Diamond Club Ticket will be immediately withdrawn and no refund will be given.

8.7 The Diamond Club Ticket may be suspended, withdrawn and/or cancelled without the payment of any refund, 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, ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breach any of these Terms and Conditions; or

(B) prior to or whilst the User is using the Diamond Club Ticket, the User is under investigation by the Police, charged, cautioned or found guilty of any football related offence anywhere in the world, ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breach any of these Terms and Conditions.

8.8 Without prejudice to the rights of the Club under this clause 8, the Club shall be entitled to terminate these Terms and Conditions (and cancel any Diamond Club 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 enters the Ground, subject to a banning or other order prohibiting you from entering the Ground or any other stadium.

8.9 The User must immediately surrender the Diamond Club Ticket upon request by a Club official or a police officer.

8.10 In the event of cancellation and withdrawal of any Diamond Club Ticket in accordance with this clause 8:

(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 Diamond Club Ticket. The Club further reserves its right to take any legal and/or disciplinary action against you as it sees fit in connection with the matters set out in this clause 8 including a claim for an account of profits made from an unauthorised use of the Diamond Club Ticket;

(B) the Club reserves the right to exclude you and/or any User from any Membership Scheme and/or to disqualify you and/or any User 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 the seat associated with the relevant Diamond Club Ticket to a third party immediately following the cancellation or withdrawal of the Diamond Club Ticket.

8.11 In the event that your Diamond Club Ticket (and the benefits and rights associated with the same) are suspended in accordance with this clause 8:

- (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 Diamond Club Ticket; and
- (B) the Club reserves the right to sell the seat associated with any relevant Diamond Club Ticket to a third party for the period of suspension of the Diamond Club Ticket.

## **9. Undertakings**

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

- (A) use the Ground in a proper and lawful manner in accordance with Applicable Law, Applicable Football Regulation 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 no part of the Ground to which you or any other User may be granted is not damaged (fair wear and tear excepted).

9.2 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.

## **10. Security**

The Club shall take all reasonable precautions to maintain the security of the Ground between Matches but, subject to the terms of the Diamond Club Membership Agreement, 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 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.

## **11. Repairs and maintenance**

11.1 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.

- 11.2 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.
- 11.3 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.
- 11.4 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.

## **12. Exclusion of liability**

- 12.1 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 Diamond Club Ticket(s).
- 12.2 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.
- 12.3 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.
- 12.4 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. Save as set out in these Terms and Conditions, 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.

### **13. General**

- 13.1 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.
- 13.2 Each User acknowledges that the Club will hold and process data relating to you, 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 each User provides to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available on the Website.
- 13.3 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.
- 13.4 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.
- 13.5 If you are NOT a consumer, the Terms and Conditions Entry and the Diamond Club Membership Agreement 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.
- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your use of a Diamond 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.

- 13.10 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).

#### 14. 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.

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

**“Box Level”** means the area of the Ground known as “Box Level” from time to time.

**“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.

**“Club Level”** means the area of the Ground known as “Club Level” from time to time.

**“Diamond Club”** means the area of the Ground known as “Diamond Club” from time to time.



**“Diamond Club Member”** means the person or entity with entitlement to membership of the Diamond Club.

**“Diamond Club Membership Agreement”** means the membership agreement between the Diamond Club Member and the Club.

**“Diamond 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) which is issued to you for admission to a Match pursuant to these Terms and Conditions and includes any alternative card coupon or physical or electronic ticket issued or otherwise made available to you from time to time and includes any replacement card issued or otherwise made available to you from time to time.

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

**“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 a Diamond Club Ticket under the Terms and Conditions of Entry.

**“Match”** means each such match at the Ground played by the First Team during the 2020/21 season to which these Terms and Conditions apply.

**“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.

**“Terms and Conditions”** means these terms and conditions governing the issue and use of any Diamond Club Tickets.

**“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.

**“UEFA Competition”** means the UEFA Champions League or the UEFA Europa League.

**“User”** means: (i) you; or (ii) any person who uses a Diamond Club Ticket in accordance with these Terms and Conditions.

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