

## **TICKET EXCHANGE AND TICKET TRANSFER**

### **TERMS AND CONDITIONS**

The Ticket Exchange and Ticket Transfer system (the "System") is hosted by Ticketmaster (the "Host") on behalf of The Arsenal Football Club Plc ("we", "our", the "Club" or "us"). It is available to any registered user of the System ("you") who wishes to buy Tickets, and to Gold Level Members and Platinum Members who wish to sell Tickets ("Ticket Exchange"). The System is also available for the transfer of Tickets subject to certain restrictions ("Ticket Transfer").

These terms and conditions, together with the documents which are referenced, set out the terms upon which you may offer, sell, purchase or transfer Tickets through the System.

Please read these terms and conditions carefully before using the System. By offering, selling, purchasing or transferring a Ticket using the System, you confirm that you have read and agree to be bound by these terms and conditions.

Any individual admitted to a Match will also be bound by the Regulations, and the Ticketing Terms applicable to the Ticket purchased (which are available at [www.arsenal.com/ticket-membership-terms](http://www.arsenal.com/ticket-membership-terms)).

#### **1. INFORMATION ABOUT US**

The System is hosted by Ticketmaster and controlled by The Arsenal Football Club Plc ("We", "Our", "Us", "Arsenal" or "Club"). We are registered in England and Wales under company number 109244 and our registered office is at Highbury House, 75 Drayton Park, London N5 1BU. Our VAT number is 769406787.

#### **2. YOUR STATUS**

2.1 If you are a consumer, then references in these terms and conditions to "you" are to the individual using the System for private and non-commercial purposes.

2.2 If you are NOT a consumer:

2.2.1 you confirm that you have authority to bind the business on whose behalf you are using the System;

2.2.2 these terms and conditions constitute the entire agreement between you and the Club in relation to the System and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the Club, whether written or oral, relating to the System;

2.2.3 you acknowledge that in using the System 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. You and we agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in these terms and conditions; and

2.2.4 nothing in this paragraph shall exclude liability for either party's fraudulent misrepresentation.

#### **3. EXCLUSION OF LIABILITY**

3.1 If you are a consumer:

3.1.1 we only provide you with access to the System for your domestic and private use and you agree not to use the System for any commercial or business purposes, and neither the Club nor any Emirates Stadium Company have any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;

3.1.2 if we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our

negligence, but neither we nor any Emirates Stadium Company are responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time that you request to buy, sell or transfer a Ticket using the System; and

- 3.1.3 subject to paragraph 3.4, the aggregate liability of the Club and any Emirates Stadium Company in respect of the System 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 or received by you pursuant to the System as at the relevant date.
- 3.2 If you are not a consumer:
- 3.2.1 neither we nor any Emirates Stadium Company shall be liable to you, whether in contract, tort or otherwise, for any indirect, special or consequential loss or damage, or for any (whether direct or indirect) loss of profit, revenue, business, contracts or opportunity;
- 3.2.2 the aggregate liability of the Club and any Emirates Stadium Company to you in connection with the use of the System, whether in contract, tort or otherwise, including negligence, shall not exceed the amount paid or received by you pursuant to the System as at the relevant date. In particular, neither the Club nor any Emirates Stadium Company shall be responsible for, or shall be liable to you in respect of, any loss or damage whatsoever and howsoever suffered by you or any other person in the event of:
- (a) any damage or destruction to the seat related to the Ticket or the relevant part of the Ground (or any or all part(s) thereof) whether or not by a cause against which we are from time to time insured; or
- (b) the cancellation, suspension, postponement, rescheduling or relocation of any Match; and
- 3.2.3 you shall indemnify us and keep the Club and each Emirates Stadium Company indemnified (on an after-tax basis) from and against all losses, costs, liabilities, claims or damages which the Club or any Emirates Stadium Company incurs or suffers as a result of any breach of these terms and conditions or any act or omission of you including for the cost of any damage to our property or facilities (including the cost of repairs, maintenance, replacement or cleaning of the executive boxes, hospitality areas, car parking facilities or any other areas 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).
- 3.3 Without prejudice to the above paragraphs 3.1 and 3.2, we shall not be in breach of, or deemed to be in breach of, any provision of these terms and conditions if we fail to perform in whatever manner, any of our obligations under these terms and conditions by reason of any fact, matter or circumstance which is beyond our reasonable control, nor shall we be in breach of these terms and conditions by reason of compliance with the Regulations.
- 3.4 Notwithstanding any provision in the Agreement, we do not seek to exclude or limit our liability (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by our negligence or the negligence of any of our officers, employees or agents; (c) under section 2(3) of the Consumer Protection Act 1987; (d) section 57 of the Consumer Rights Act 2015; or (e) for any other matter for which it is not possible to exclude or limit liability by law.
- 3.5 As a result of the COVID pandemic, these terms and conditions are subject to any restrictions or requirements from time to time imposed by law or the Regulations in relation to a COVID Event. In the event of any conflict or inconsistency between the provisions of these terms and conditions and any such law or Regulation, the relevant law or Regulation shall prevail. The Club shall not be in breach of these terms and conditions by virtue of any action which it takes or omits to take as a consequence of law or Regulation.

#### 4. REGISTRATION

- 4.1 In order to use the System, you must input your Arsenal membership number and password (the “**Login Details**”).
- 4.2 You must keep your password and all other confidential information linked to your use of the System secure and not disclose it to any other person. If any such information becomes known by a third party you must notify us immediately. We are not liable for any loss or damage arising from your failure to comply with your obligation under this paragraph 4.2.
- 4.3 Your Login Details are to be used by you only. You are wholly responsible for the use of the System by any person using your personal computer or point of presence and you are responsible for ensuring that any such person also fully complies with these terms and conditions.
- 4.4 By using the System, you warrant that you are legally capable of entering into binding contracts and are at least eighteen (18) years’ old (or a parent or guardian has entered into these terms and conditions on your behalf).

#### 5. POSTING TICKETS FOR SALE VIA TICKET EXCHANGE

- 5.1 Subject to the following provisions, you may only post a Ticket for sale via Ticket Exchange: (i) once the relevant Match is sold out; and (ii) provided that you are either:
- (a) a Gold Level Member and the relevant Match is included within the basic price of your season ticket; or
  - (b) a Platinum Member and the relevant Match is included within the basic price of your season ticket,
- (each, a “**Seller**”).
- 5.2 Tickets in the area of the Ground designated as a “Family Enclosure” or held by a person registered with Arsenal as a disabled user may not be sold via Ticket Exchange.
- 5.3 The Matches for which Tickets may be sold via Ticket Exchange shall be determined by us in our sole discretion.
- 5.4 Subject to the foregoing provisions, a Seller may make a Ticket available for sale via Ticket Exchange to registered users of the System generally, or may nominate a particular registered user of the System to whom they wish to sell their Ticket, in accordance with the terms and conditions set out herein. The price at which the Ticket may be sold will be determined by Arsenal (the “**Price**”).
- 5.5 A Seller may post a Ticket for sale via Ticket Exchange by logging into the Website with their Login Details. If a Match is available for a Seller to offer their Ticket for sale, “Ticket Exchange” will appear next to the relevant Match on the ticketing page of the Website. A Seller may offer their Ticket to that Match for sale, either to registered users of the System generally, or to a specific registered user of the System, by clicking on the relevant Match and following the instructions. The System will indicate the amount that the Seller shall receive if the Ticket is sold (the “**Seller’s Amount**”).
- 5.6 If the Ticket is sold, a contract is formed between the Buyer and the Seller. We are not a party to the contract but act as agent for the Seller.
- 5.7 The Seller’s Amount shall be equal to:
- (a) where the Ticket is made available for sale to registered users of the System generally, 90% of the proportion of the price paid by the Seller for their season ticket which is attributable by the Club to that Match; or
  - (b) where the Seller has nominated the person to whom they wish to sell the Ticket, 96% of the proportion of the price paid by the Seller for their season ticket which is attributable by the Club to that Match,

in each case, the difference between the Price and the Seller's Amount shall be retained by us as an administrative charge in acting as agent (the "**Administrative Charge**").

- 5.8 A Seller may elect for another registered user of the System (the "**Elected Manager**") to manage the offering and sale of their Tickets via Ticket Exchange. Once the election has been made, the Elected Manager shall act as agent for the Seller in offering and selling the Tickets of the Seller via Ticket Exchange. For the avoidance of doubt, the Seller's Amount attributable to any Ticket sold by the Elected Manager on the Seller's behalf through the System shall be payable to the Seller and added to the Seller's Balance.
- 5.9 The time periods for which a Ticket may be offered for sale via Ticket Exchange will be determined in our sole discretion. When the Seller posts a Ticket for sale via Ticket Exchange, the deadline by which that Ticket must be sold or the offer lapses will be indicated (the "**Deadline**"). The Seller may, however, at any time until the earlier of the Deadline and the Ticket being sold, withdraw that Ticket from sale.
- 5.10 If a Ticket is not sold by the Deadline, that Ticket will no longer be offered for sale through the System and the Seller may use the Ticket to attend the Match as if they had not offered the Ticket for sale.
- 5.11 If a Ticket is sold through the System, we shall:
- (a) send the Seller a confirmation email;
  - (b) de-activate the Seller's Membership Card so that the card will not permit admittance to the Ground for that Match; and
  - (c) credit the Seller's Balance with an amount equal to the Seller's Amount.
- 5.12 If a Seller sells a Ticket through the System, once the Seller's Balance has been credited with an amount equal to the Seller's Amount and provided that the Seller's Account is a UK bank account, the Seller may submit a request to us to withdraw funds into the Seller's Account from the Seller's Balance by following the procedure set out at paragraph 5.13 below.
- 5.13 During such periods as indicated by us on the ticketing section of the Website from time to time (the "**Withdrawal Period**"), a Seller with its Seller's Balance in credit may log into the Website and submit a request to us through the System to transfer all or part of the Seller's Balance to the Seller's Account (a "**Transfer Request**") provided that the Seller's Account is a UK bank account.
- 5.14 All Transfer Requests must be for a minimum of ten pounds sterling (£10) and cannot be for a sum greater than the Seller's Balance at the time when the Transfer Request is received by us.
- 5.15 On receipt of a Transfer Request submitted by a Seller pursuant to paragraph 5.13, subject to the sum which is the subject of the Transfer Request being equal to or less than the Seller's Balance and provided that the Seller's Account is a UK bank account, we will arrange the transfer of the requested funds to the Seller's Account within a reasonable time following the end of the Withdrawal Period.
- 5.16 Once the funds have been transferred in accordance with paragraph 5.15, the Seller's Balance will be updated and the Seller will be able to view the status of the transfer by logging into the Website. If for any reason the transfer is not successful (for example, if the Seller's Account details are incorrect) the System will also be updated and the Seller will be able to view the status of the transfer by logging into Website. If the transfer is not successful the Seller will have an opportunity to submit a separate Transfer Request during the next Withdrawal Period.
- 5.17 You are responsible for ensuring the accuracy and security of the Seller's Account details you have provided to us. We are not liable for any loss or damage arising from your failure to comply with your obligation under this paragraph 5.17. By submitting a Transfer Request, you are thereby authorising us to transfer the relevant funds held by us on your behalf to the Seller's Account.
- 5.18 If the Seller's Account is not a UK bank account, or if the Seller does not make a Transfer Request, or if for any reason a request is submitted but funds are not transferred to the Seller's Account, then we will hold any amounts credited to the Seller's Balance on account for the Seller and:

- (a) if the Seller elects to renew his/her/their season ticket by credit card or debit card for the following season, then the amount credited to the Seller's Balance on the Invoice Date will automatically be set off against the amount due from the Seller for renewing his/her/their season ticket for that season; or
  - (b) if the Seller does not elect to renew his/her/their season ticket by credit card or debit card for the following season, then we shall reimburse the Seller for the amount credited to the Seller's Balance that has not been, or will not be, set off in accordance with paragraph 5.18(a) following the end of each season (on a date determined by us in our sole discretion).
- 5.19 You shall be responsible for any breach of these terms and conditions and/or the Ticketing Terms by any Elected Manager and/or by any person to whom you sell any Ticket through the System that is designated by you under paragraphs 5.4 or 5.5 of these terms and conditions and/or by any third party to whom the Ticket is subsequently sold in accordance with paragraph 5.10. If any such person breaches any of these terms and conditions and/or the Ticketing Terms, you and that person shall each be held liable for such breach.
- 5.20 Posting a Ticket for sale through the System does not guarantee that the Ticket will be sold.

## **6. BUYING A TICKET VIA TICKET EXCHANGE**

- 6.1 Anyone registered to use the Website may purchase Tickets via Ticket Exchange (each, a "**Buyer**") by logging into the Website. We make no representation that Tickets will be available through the System. If a Ticket is available for a Match, a Buyer may purchase that Ticket for the Price (which will be indicated on the Website), and by following the instructions on the Website. Any purchase of a Ticket through the System can be paid for by credit or debit card and the Buyer's credit or debit card will be charged upon our confirmation of the Buyer's purchase by email. All payments must be received in fully cleared funds. A Buyer may not purchase more than four (4) Tickets for a particular Match without our prior consent. Where a Buyer is purchasing more than one Ticket, each intended recipient of a Ticket will also need to be registered to use the Website.
- 6.2 In the event that the Buyer purchases a Ticket using the System, the Buyer forms a contract with the Seller, with us acting as agent of the Seller. The Buyer shall pay the Price to us (acting as agent of the Seller).
- 6.3 Tickets purchased by a Buyer will be made available in accordance with the Ticketing Terms. Any purchase of a Ticket by a Buyer is deemed acceptance of those Ticketing Terms. To the extent that a Buyer has a Membership Card which is not otherwise being used for that Match, and the Ticket is purchased prior to the tickets for the relevant Match being made available for general sale, that Membership Card will be activated to permit admittance to the Ground for one of the Tickets purchased.
- 6.4 If a Ticket is purchased after the tickets for the relevant Match have been made available for general sale, or if the Buyer does not have a Membership Card, an administrative fee will be added to the Price. The Buyer will be informed of the applicable method of ticket delivery at the point of purchase.
- 6.5 No refund is available to any Buyer once a purchase has completed in accordance with the terms of this paragraph 6.
- 6.6 The Price is inclusive of VAT (unless otherwise stated). The Price is liable to change at any time, but changes will not affect any Ticket purchases for which you have already paid.
- 6.7 If any compulsory credit card, debit card or other payment processing charges apply, we shall notify the Buyer of the same prior to booking and such amount shall be added to the Price.
- 6.8 The Price will be as quoted on the Website, except in cases of obvious error. Whilst we try to ensure that the Price and other information on the Website is correct at all times, errors may occasionally occur. If we discover an error in the Price or nature of the Ticket the Buyer has purchased, we will inform the Buyer as soon as possible, and give the Buyer the option of reconfirming their purchase at the correct price/specification or cancelling it. If we are unable to contact the Buyer within a reasonable

period, we will unfortunately have to treat the purchase as cancelled. If the purchase is cancelled, we will provide the Buyer with a full refund.

- 6.9 No Ticket purchased by a Buyer may be subsequently sold, offered for sale, gifted or otherwise transferred by such Buyer (or a third party) to any other person or body corporate, save that in the event that the Buyer purchases more than one Ticket for a Match then one Ticket must be retained by the Buyer for personal use and the remainder may be transferred to a Guest(s) for his/her/their personal use only provided that:

- (a) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket for that Match;
- (b) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;
- (c) such transfer to any Guest(s) will be subject to the Ticketing Terms which will (save for any rights to sell, offer for sale, gift or transfer that Ticket) apply to and bind each Guest as if he/she was the original purchaser of the Ticket for that Match only (and the Buyer must inform the Guest of this);
- (d) the Buyer will provide the name and address of the Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer; and
- (e) the Guest(s) shall not be entitled to sell, offer for sale, gift or transfer the ticket they are using to any other person.

## **7. TICKET EXCHANGE SALES OF TICKETS FALLING OUTSIDE OF SEASON TICKET ALLOWANCE**

- 7.1 In the event that a Ticket which has been sold pursuant to the terms of paragraphs 5 and 6 relates to a Match that subsequently falls outside of the Seller's season ticket allocation, then from the date of that re-allocation:

7.1.1 in relation to the Seller:

- (a) the Seller will be deemed to have "opted out" from the option to acquire a Ticket for that Match pursuant to the Seller's Ticketing Terms;
- (b) we shall de-activate the Seller's Membership Card so that the card will not permit admittance to the Ground for that Match;
- (c) the sale of the Ticket to the Buyer pursuant to these terms and conditions shall be deemed null and void; and
- (d) the Seller's Amount shall be debited from the Seller's Account and we shall retain such amount for our own account; and

7.1.2 in relation to the Buyer:

- (a) the purchase of the Ticket from the Seller pursuant to these terms and conditions shall be deemed null and void;
- (b) the Buyer shall be deemed to have purchased the Ticket directly from us;
- (c) the Price shall be deemed to have been paid directly to the Club as principal as consideration for the purchase of the Ticket;
- (d) where the Buyer has a Membership Card which is not otherwise being used for that Match, and the Ticket is transferred prior to the Tickets for the relevant Match being made available for general sale, that Membership Card will be activated to permit the admittance to the Ground for one of the Tickets transferred. Where the above

circumstances do not apply, the Buyer will be sent the Ticket by either post or email; and

- (e) the Ticket will be made available in accordance with the Ticketing Terms. Acceptance of the Ticket is deemed acceptance of those Ticketing Terms and, save as set out in this paragraph 7.1, the terms governing the relationship between us and the Buyer shall be the Ticketing Terms.

## 8. TICKET TRANSFER

8.1 You may only transfer a Ticket through the System via Ticket Transfer in accordance with these terms and conditions if you are either:

- (a) a Gold Level Member and hold a season ticket which includes a Ticket to the relevant Match; or
- (b) a Platinum Member and hold a season ticket which includes a Ticket to the relevant Match; or
- (c) an Avenell Club Member and hold a season ticket which includes a Ticket to the relevant Match; or
- (d) a Box Holder with a Ticket to the relevant executive box for the relevant Match;

(each, a “**Transferor**”) provided that, in the case of (a) (b) or (c) above, such Ticket is not either in the area of the Ground designated as the “Family Enclosure” or held by a person registered with Arsenal as a disabled user.

8.2 Matches for which Tickets may be transferred via Ticket Transfer, and the classes of Tickets that may be transferred for any Match via Ticket Transfer, shall be determined by us in our sole discretion.

8.3 A Transferor must nominate a particular person to whom they wish to transfer their Ticket (the “**Transferee**”). Transferees must be registered with us to use the Website.

8.4 A Transferor may transfer a Ticket via Ticket Transfer by logging into the Website. If a Match is available for a Transferor to transfer their Ticket, this option will appear next to the relevant Match on the ‘My Ticket’ page of the Transferor’s account. A Transferor may offer their Ticket to that Match to a specific Transferee, by clicking on the relevant Match and following the instructions. The Transferor may specify how long the Transferee has to accept or decline the offer.

8.5 If the offer of the transfer of the Ticket is accepted by the Transferee, a contract is formed between the Transferee and the Transferor. We are not a party to the contract but act as agent for the Transferor.

8.6 Transferors may transfer their Ticket(s) to any Transferee provided that such transfer takes place in accordance with these terms and conditions.

8.7 Where the Ticket being transferred is for an executive box, no fee will be payable in relation to the transfer. Where the Ticket being transferred is for Club Level (including, without limitation, The Avenell Club) or General Admission, an administrative fee may be payable by the Transferee if the Ticket is transferred after tickets for the relevant Match have been made available for general sale, or if the Transferee does not have a Membership Card. The Transferee will be informed of the applicable method of ticket delivery at the point of transfer. Where the Ticket being transferred is for General Admission, the Transferor will also be required to pay an administrative fee, which will be payable whether or not the offer of transfer is accepted by the Transferee.

8.8 A Transferor may elect for another user of the Website (the “**Elected Transfer Manager**”) to manage the offering and transfer of their Tickets via Ticket Transfer. Election shall be made by following the instructions on the Website. Once the election has been made, the Elected Transfer Manager shall act as agent for the Transferor in offering and transferring the Tickets of the Transferor.

8.9 The time periods for which a Ticket may be offered for transfer via Ticket Transfer will be determined in our sole discretion. When the Transferor offers a Ticket for transfer through the System, the deadline

by which the offer must be accepted or the offer lapses will be indicated (the “**Transfer Deadline**”). The Transferor may, however, at any time until the earlier of the Transfer Deadline and the Ticket being transferred, withdraw their offer.

- 8.10 If an offer for transfer of a Ticket is not accepted by the Transfer Deadline, that Ticket will no longer be offered for transfer through the System and the Transferor may use the Ticket to attend the Match as if they had not offered the Ticket for transfer.
- 8.11 If a Ticket is transferred through the System via Ticket Transfer, we shall:
- (a) send the Transferor and the Transferee a confirmation email;
  - (b) de-activate the Transferor’s Membership Card so that the card will not permit admittance to the Ground for that Match; and
  - (c) send the Transferee a separate email containing a print-at-home ticket. The Transferee must print this ticket and bring it to the relevant Match in order to gain admittance to the Ground. In exceptional circumstances (such as if it is not possible to email a print-at-home ticket to the Transferee) we may send the Transferee a paper ticket by post.
- 8.12 Tickets accepted by a Transferee will be made available in accordance with the Ticketing Terms. Any acceptance of a Ticket by a Transferee is deemed acceptance of those Ticketing Terms.
- 8.13 You shall be responsible for any breach of these terms and conditions and/or the Ticketing Terms by an Elected Transfer Manager and/or by a Transferee to whom you transfer any Ticket via Ticket Transfer through the System and/or by any third party to whom a Ticket is transferred by a Transferee in accordance with paragraph 8.14. If any such Transferee breaches any of these terms and conditions and/or the Ticketing Terms, you and that person shall each be held liable for such breach.
- 8.14 No Ticket transferred to a Transferee may be subsequently sold, offered for sale, gifted or otherwise transferred by such Transferee (or a third party) to any other person or body corporate, save that in the event that the Transferee is transferred more than one Ticket for a Match then one Ticket must be retained by the Transferee for personal use and the remainder may be transferred to a Guest(s) for his/her/their personal use only provided that:
- (a) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket for that Match;
  - (b) such transfer does not take place in the course of any business or for the purpose of facilitating any third party’s business;
  - (c) such transfer to any Guest(s) will be subject to the Ticketing Terms which will (save for any rights to sell, offer for sale, gift or transfer that Ticket) apply to and bind each Guest as if he/she was the original purchaser of the Ticket for that Match only (and the Transferee must inform the Guest of this);
  - (d) the Transferee will provide the name and address of the Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer; and
  - (e) the Guest(s) shall not be entitled to sell, offer for sale, gift or transfer the Ticket they are using to any other person.

## **9. DISCLAIMER OF WARRANTIES**

- 9.1 If you are not a consumer, we provide you with access to the System on an "as is" basis and make no representations or warranties of any kind with respect to the System or its content including (without limitation) implied warranties as to completeness, accuracy, satisfactory quality and fitness for a particular purpose, except to the extent required by law.
- 9.2 If you are not a consumer, we do not warrant that the System will meet your particular requirements or that it will be uninterrupted, timely, secure or error-free, nor do we make any warranty as to results



or the accuracy of any information obtained by you through the System, except to the extent required by law.

## **10. CANCELLATION OF A MATCH AND REFUNDS**

10.1 No refunds shall be paid save as provided in the relevant Ticketing Terms.

10.2 We give no guarantees that any Match will take place at a particular time or on a particular date or at a particular spectator capacity. We reserve the right, without liability save as expressly provided in the Ticketing Terms, to reschedule any Match or, if necessary, play the Match out of the view of the public or reduce the spectator capacity for the Match.

10.3 Any refund due under the Ticketing Terms in respect of a Ticket sold via Ticket Exchange will be paid as follows:

10.3.1 an amount equivalent to the Administrative Charge shall be refunded to the Seller; and

10.3.2 an amount equivalent to the price of the ticket for the relevant Match (including any booking fees) shall be refunded to the Buyer.

10.4 Any refund due under the Ticketing Terms in respect of a Ticket transferred via Ticket Transfer will be paid to the Transferor.

## **11. SUSPENSION AND TERMINATION**

11.1 We may suspend, terminate or refuse to grant you access to the System (or any part of the Website) at any time in our absolute discretion. Circumstances in which we are likely to exercise our discretion include, without limitation, if:

- (a) your use of the System is considered abusive, excessive, or against the interests of other users, or in breach of these terms and conditions and/or the Ticketing Terms;
- (b) the use of the System by any Elected Manager and/or Elected Transfer Manager is considered abusive, excessive, or against the interests of other users, or in breach of these terms and conditions and/or the Ticketing Terms;
- (c) the use of the System by any Buyer, Transferee or any third party to whom a Ticket is sold or transferred pursuant to these terms and conditions, is considered abusive, excessive, or against the interests of other users, or in breach of these terms and conditions and/or the Ticketing Terms;
- (d) we reasonably believe that you have searched for, reserved, bought or otherwise obtained Tickets via the System using any automated software or computer system (including sending information from your computer to another computer where such software or system is active);
- (e) we have reasonable grounds to suspect that you have searched for, reserved, bought or otherwise obtained Tickets with the intention of selling or transferring any such Tickets in breach of these terms and conditions;
- (f) to the extent you are a Member, your Membership expires or is terminated for any reason; and/or
- (g) a competent regulatory authority requires all or any part of the System to be suspended or terminated.

11.2 The use of any automated software or computer system to search for, reserve, buy or otherwise obtain Tickets via the System may amount to a criminal offence under the Computer Misuse Act 1990 and we reserve the right to inform the police if we reasonably believe that a Ticket has been purchased using such software.

## **12. MAINTENANCE OF THE SYSTEM**

From time to time, the System may be closed down in order for work to be carried out relating to the upgrading or maintenance of the System or necessary for the provision of the System. We shall endeavour to ensure that such works are carried out as expeditiously as is possible in the circumstances.

## **13. CONTACTING US**

13.1 If you have a query about a purchase, please contact us through the Website.

13.2 All legal notices given by you to us must be given to The Arsenal Football Club Plc by email to [legalnotices@arsenal.co.uk](mailto:legalnotices@arsenal.co.uk) or by first class pre-paid post or courier to The Legal Department, Arsenal Football Club, 75 Drayton Park, Highbury House, London N5 1BU. Notices will be deemed received and properly served twenty-four (24) hours after an e-mail is sent, or three (3) days after the date of posting of any letter.

## **14. TRANSFER OF RIGHTS AND OBLIGATIONS AND RESALE**

14.1 The services provided by us through the System and your rights and obligations under these terms and conditions are for the sole use of you and you shall not sell, assign, transfer or otherwise dispose of such services (or any of your benefits, rights or obligations arising under these terms and conditions) to any other person without our express prior written consent.

14.2 We may transfer, assign, charge, sub-contract or otherwise dispose of these terms and conditions, or any of our rights or obligations arising under them, at any time.

## **15. DATA PROTECTION**

We refer you to our Privacy Policy for more information on our privacy policies and use of your personal data.

## **16. MISCELLANEOUS**

16.1 No waiver by us of any part of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you by notice in writing. If we fail to exercise or enforce any right under these terms and conditions such failure will not be deemed to be a waiver of that right nor will it prevent us from exercising or enforcing that right on a later occasion.

16.2 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16.3 We reserve the right to vary and/or update these terms and conditions from time to time without notifying you. Updated terms and conditions will be posted on the Website and can be viewed by you at any time. We recommend that you access the Website regularly to ensure that you are aware of any changes. Changes to the terms and conditions will be deemed to have been accepted by you if you continue to use the System after a period of one week from the date the updated terms and conditions are posted on the Website.

16.4 These terms and conditions, the Ticketing Terms, the Regulations and any other documents expressly referred to in the foregoing represent the entire agreement between you and us in relation to the subject matter of these terms and conditions and supersede any prior agreement, understanding or arrangement between us and you, whether oral or in writing.

16.5 If you are a consumer, you have legal rights in relation to System 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. COMPLIANCE WITH LAWS

By using the System, you agree to comply with all applicable laws and regulations and any guidelines that the Club may issue from time to time. Your use of the System is strictly subject to your compliance with this paragraph 17.

## 18. GOVERNING LAW AND JURISDICTION

18.1 If you are a consumer, please note that these terms and conditions are governed by English law. This means that your use of the System and any dispute or claim arising out of or in connection with the System 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.

18.2 If you are a business, these terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. 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 its subject matter or formation (including non-contractual disputes or claims).

## 19. DEFINITIONS

In these terms and conditions (unless the context dictates otherwise):

**“Box Holder”** means the holder of a box at the Ground;

**“Buyer”** has the meaning given to it in paragraph 6.1;

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

**“COVID Event”** means COVID and/or any other epidemic(s) or pandemic(s);

**“Emirates Stadium Company”** means Arsenal (Emirates Stadium) Limited and any other company in the same group of companies as the Club, together with their respective successors in title and any operator or manager of the Ground;

**“Gold Member”** means any Member of the “Gold” Membership Scheme;

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

**“Ground Regulations”** mean the ground regulations set by us, as available on the Website and posted around the Ground;

**“Guest”** means a relative, friend, colleague and/or companion to disabled supporters who would be entitled to purchase a Ticket under the Ticketing Terms;

**“Invoice Date”** means the date on which the invoice for payment for a season ticket for a new season is calculated by us;

**“Match”** means any football match taking place at the Ground in which our men’s first team are competing in the Football Association Premier League, the Football Association Challenge Cup (known as ‘The FA Cup’), or the English Football League Cup Competition;

**“Member”** means a member of a Membership Scheme;

**“Membership Card”** means a card issued by the Club to indicate membership of a Membership Scheme;

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

**“Platinum Member”** means any Member of the “Platinum” Membership Scheme whose tickets are in the Club Level section of the Ground;

**“Price”** has the meaning given to it in paragraph 5.4;

**“Regulations”** means the provisions from time to time of the general safety certificate applying to the Ground, the Ground Regulations, the byelaws, rules, regulations, orders, directions, codes of practice and other guidelines of the London Borough of Islington, the Metropolitan Police Service, the London Fire Brigade, the Footballing Licensing Authority, The FA Premier League Limited, The Football Association Limited (FA), the Federation Internationale de Football Association (FIFA), the Union des Associations Européennes de Football (UEFA) and any other authority or organisation that has jurisdiction or authority in relation to the holding of Events from time to time;

**“Seller”** has the meaning given to it in paragraph 5.1;

**“Seller’s Account”** means, for each Seller, the Seller’s personal bank or building society account which the Seller has registered with us in connection with the Seller’s use of the System or such other bank or building society account details of the Seller as you may notify to us from time to time;

**“Seller’s Amount”** has the meaning given to it in paragraph 5.5;

**“Seller’s Balance”** means, for each Seller, the aggregate sum of the Seller’s Amounts held by us on behalf of that Seller that has not been transferred to that Seller or set off in accordance with paragraphs 5.12 to 5.17;

**“Ticket”** means a ticket to a Match which is included as part of a Seller’s season ticket or, to the extent that paragraph 6 applies, a ticket to a Match which was included as part of a Seller’s season ticket but no longer is included as part of the Seller’s season ticket;

**“Ticketing Terms”** means the terms and conditions applicable to a Ticket, available on the Website;

**“Transfer Request”** has the meaning given to it in paragraph 5.13;

**“Transferee”** has the meaning given to it in paragraph 8.3;

**“Transferor”** has the meaning given to it in paragraph 8.1; and

**“Website”** means [www.arsenal.com](http://www.arsenal.com).