



THE ARSENAL MINI MEMBERSHIP SCHEME TERMS AND CONDITIONS **FOR SEASON 2020-2021**

1. Application

- 1.1 If you are a consumer then references in these Terms and Conditions to “you” are to the individual purchasing a Membership from the Club for private and non-commercial purposes. If you are a business, references in these Terms and Conditions to “you” are to the business that you have the authority to bind in accordance with paragraph 1.2.
- 1.2 If you are NOT a consumer:
- (A) you confirm that you have authority to bind any business on whose behalf you are purchasing the Membership;
 - (B) these Terms and Conditions, the Terms and Conditions of Entry and the Ground Regulations (together the “Agreement”) constitute the entire agreement between you and the Club and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the Club, whether written or oral, relating to its subject matter;
 - (C) you acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement; however nothing in this section shall exclude liability for either party's fraudulent misrepresentation.

2. Conditions of Issue Governing Membership

- 2.1 You shall pay the Fee to the Club (or as otherwise directed by the Club) on an annual basis. In the event that you fail to pay the Fee when due, the Club (or such other entity as the Club shall direct) shall be entitled to charge you an administration charge and any bank charges incurred by the Club.
- 2.2 On commencement of your membership in accordance with paragraph 2.3 below, the Club will activate and/or dispatch the membership card (whether in physical or digital format, as the case may be) (the “**Membership Card**”) to you. Alternatively, you may be required to physically collect the Membership Card from the Club's box office, with physical evidence of your identity. You shall be entitled to the relevant benefits listed on the Website from time to time. However, if any of the items or other benefits listed on the Website are unavailable, the Club reserves the right at its sole discretion to substitute for such items similar items of equivalent value as the Club may from time to time decide in its sole discretion.
- 2.3 Your membership shall commence on the date of receipt of the appropriate Fee. Your Membership is valid for the 2020-2021 season from the date of receipt of the Fee (unless expressed to terminate earlier or unless terminated earlier in accordance with these Terms and Conditions), after which it will (unless renewed) expire.
- 2.4 All the provisions of these Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to and limited by Applicable Law and Applicable

Football Regulation and any restrictions contained therein. 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.

- 2.5 Before attending any match using your Membership Card, you will be required to confirm that you will agree to comply with and adhere to any COVID-19-related guidance and/or code(s) of behaviour issued by the Club from time to time and that, without limitation, you shall declare that:
- (A) prior to a match, you and natural person(s) intending to accompany you to the match (each, a “Guest”) are not displaying any symptoms of COVID-19 and/or are not otherwise required or recommended to self-isolate;
 - (B) you and any Guest(s) will not attend a match if you or the 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 match;
 - (C) you and any Guest(s) 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 Stadium; and (c) undertake temperature checks where required by the Club;
 - (D) you will provide names and contact details for any Guests in order to assist with NHS test track and trace requirements; and
 - (E) you will confirm that any Guests attending the relevant match are in the same ‘social distancing bubble’ as you, as defined in the relevant Applicable Law.
- 2.6 If you do not comply with the requirements set out in paragraph 2.5, your ticket/entrance for the relevant match will be forfeited and made available to another eligible applicant for purchase.

3. Use of Membership Card

- 3.1 In order to obtain any Stadium-based benefits, you must present a valid Membership Card for inspection by the Club. In particular, the Membership Card must be brought to all of the Club’s home matches and other events (where instructed by the Club) at the Stadium to which you gain entry using the Membership Card and you must make the Membership Card available for inspection on demand by any steward, security officer or other member of Arsenal staff.
- 3.2 The Membership Card is personal to you and is not transferable and shall not be transferred, save as permitted by the terms of the relevant Terms and Conditions of Entry. All Membership Cards and match day tickets shall remain the property of the Club. You shall return the Membership Card to the Club when asked to do so by the Club.
- 3.3 Any ticket purchased using the Membership Card will be recorded electronically; any paper tickets issued shall have your membership number printed on it.
- 3.4 The minimum unaccompanied age for entry to the Stadium is 14 years of age. All persons under this age will be required to attend with, and sit adjacent to, an adult (aged 18 or over). If a booking is completed without a Member that is aged 18 or over included in the booking and/or which results in a person under the age of 14 years old sitting otherwise than adjacent to the

accompanying adult, the Club reserves the right to cancel any such booking(s). Any refunds will be payable in accordance with these Terms and Conditions and the relevant Terms and Conditions of Entry.

- 3.5 The Club may suspend or cancel the Membership Card (and all associated benefits) in the event of any misuse of the Membership Card by you or any recipient of the Membership Card, including but not limited to where you transfer, or where the Club considers in its reasonable opinion that you have attempted or taken preparatory steps to transfer, any rights to use the Membership Card, or any match day ticket purchased using the Membership Card, to any other person, in each case save as permitted pursuant to paragraph 3.2 of these Terms and Conditions.
- 3.6 You agree to conduct yourself in a manner befitting a representative of the Club and will not do anything or procure that anything be done which might bring the name or reputation of the Club into disrepute. You must ensure that any match day tickets you purchase are used responsibly and in accordance with these Terms and Conditions and you shall procure that any third party who uses a match day ticket purchased using your Membership Card shall act in accordance with the relevant Terms and Conditions of Entry.
- 3.7 Any Member, acting alone or with others, whose conduct, or incitement of others, results in disciplinary action being taken against the Club by FIFA, UEFA, the Football Association or the Premier League shall be both individually and collectively responsible and liable to the Club for any loss the Club thereby suffers. You shall also be both individually and collectively responsible and liable to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to a match using your Membership Card.
- 3.8 The unauthorised sale or disposal of a ticket may amount to a criminal offence, including 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 ticket(s) have been sold or disposed of illegally and will press for charges to be brought against those breaking the law. We may also notify the Premier League 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. We may also notify other football clubs directly. Similarly, the Club may receive information from the police, the Premier League and other football clubs relating to ticket touting activities elsewhere in the UK. The information that may be collected and shared by the Club and the above third parties could include personal data such as your name, contact details, image, data relating to criminal offences and your past ticket activity and purchases (including payment details). The Club processes this information where necessary to identify and prevent ticket touting activities, which is in our legitimate interests and the interests of other football clubs. The processing may also be necessary 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.
- 3.9 By entering the Stadium, you (for yourself and on behalf of any guest of yours) 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 you/any guest of yours 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, editorial, training or promotional purposes or 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.

- 3.10 All persons attending matches at the Stadium acknowledge that the matches are public events. The appearance and actions of the persons attending inside and in the perimeter of the Stadium 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 Stadium.
- 3.11 Further to paragraph 3.9 above, if you (or any guest of yours) are under 18 years of age, the parent, guardian or responsible adult who is accompanying you/them into the Stadium shall be deemed to have provided consent on your/their behalf.
- 3.12 If you (or any guest of yours) are under 16 years of age, your/their parent(s) and/or guardian(s) are also responsible for your/their actions, conduct and compliance with these Terms and Conditions.
- 3.13 A Membership Card permits you to occupy the seat or, where relevant, safe standing area indicated by the Club (in writing to you) or such other alternative seat or safe standing area as the Club and/or Stadium owner/operator may allocate to you, acting in their absolute discretion.
- 3.14 Save as set out in paragraph 3.15 below, you shall not bring into (or use within) the Stadium any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a match or any aspect of it. Any person acting in breach of this provision shall be required to deliver up films, files, tapes or discs of such recording to the Club and copyright in any unauthorised recording or transmission is assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the Club.
- 3.15 Subject to the provisions of paragraph 3.14 above, mobile telephones are permitted within the Stadium, provided that they are used for bona fide personal and private purposes only.
- 3.16 Save for official team merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the Stadium any sponsorship, promotional or marketing materials.
- 3.17 You shall not bring or attempt to bring into the Stadium any of the following: (i) bottled or canned foods or beverages; (ii) any other foodstuffs; (iii) any alcoholic beverage whatsoever. Subject to Applicable Law and Applicable Football Regulation, refreshment facilities will be made available inside the Stadium.
- 3.18 You shall not offer (either free or for sale by any person) within the Stadium any goods (including literature) of any nature without the express written permission of the Club.

- 3.19 The Club and the Stadium owner reserve the right to refuse admission or eject from the Stadium any person who fails to comply with the Terms & Conditions of Entry.

4. Lost or Stolen Membership Cards

The Club is not responsible for any Membership Card which is lost, stolen, defaced, damaged or destroyed. If the Membership Card is lost, stolen, defaced, damaged or destroyed, a duplicate Membership Card may be obtained by you, at the Club's discretion, upon payment by you of a non-refundable administration fee of £5.00 at the Club's match day ticket office or as otherwise directed by the Club from time to time. The Club reserves the right to withdraw this duplicate Membership Card facility without notice. 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 Membership Card and/or the relevant match ticket(s) for that match.

5. Benefits of Membership

- 5.1 Benefits afforded to Members shall include a membership pack and eligibility for Red Carpet Moments. In addition to the above, Junior Members are eligible for the virtual matchday mascot ballot and will receive a video birthday message if their birthday falls within the dates of the Membership.
- 5.2 You shall not be able to purchase more than one ticket using the Membership Card for any match, save as expressly permitted by the Club from time to time.
- 5.3 Nothing in these Terms and Conditions shall constitute or imply that you have any guarantee of entitlement to any ticket, seat or access to any area of the Stadium (or any other ground or stadium) for any match or matches.
- 5.4 The Club will notify you from time to time, by way of notice in the match day programme or on the Website, of the availability of any home match day tickets for purchase and also the manner or system which must be followed by you in order to purchase any such tickets. The Club may impose any limitations or restrictions on the means of purchase of any such tickets as it may, in its discretion, determine, whether for any particular match or matches or otherwise.
- 5.5 Without limitation, the Club reserves the right to vary the benefits provided to you and the priority, manner or system by which match tickets are allocated and/or sold. The Club will use reasonable endeavours to provide reasonable notice to you in the match day programme or through the Website or by email relating to changes to the priority, manner or system by which match tickets are allocated and/or sold.
- 5.6 All Members shall be entitled to a discount of 10 (ten) % for any purchases they make: (i) on Arsenal Direct; (ii) in the Club's Armoury and Highbury retail stores; or (iii) in any of the Club's Match-day merchandise kiosks at the Stadium, during the 2020-2021 season up to and including 31 July 2021 (or on such other date as the 2020/21 season finishes in accordance with Applicable Football Regulations), subject to the Membership remaining active. To obtain the discount, Members must register for an account on Arsenal Direct, using the same email address they used to set up their Membership account. Once Members are logged in to Arsenal Direct, the discount will automatically be applied in the basket. To claim the discount in the Club's Armoury and Highbury retail stores or in any of the Club's Match-day merchandise kiosks at the Stadium, you must show your Membership card to the cashier, together with a secondary form of identification.

- 5.7 Any tickets purchased, or used in relation to, any Membership, shall be used subject to the Terms and Conditions of Entry relevant to that ticket which can be located at: <http://www.arsenal.com/ticket-membership-terms>.
- 5.8 The use of any automated software or computer system to search for, reserve, buy or otherwise obtain match tickets (including sending information from your computer to another computer where such software or system is active) in relation to any Membership is strictly prohibited. If the Club reasonably believes that you have searched for, reserved, bought or otherwise obtained match tickets using, or with the assistance of, such software, the Club may cancel the Membership Card (and all associated benefits) without payment of any refund of the Fee to you. The Club may also cancel any subsequent match tickets purchased without payment of any refund of the match ticket. If you have any queries about this, you may contact the Arsenal box office. The use of such software to search for, reserve, buy or otherwise obtain match tickets may amount to a criminal offence under the Computer Misuse Act 1990 or the Breaching of Limits on Ticket Sales Regulations 2018 and the Club reserves the right to inform the police if it reasonably believes that a match ticket has been purchased using such software.

6. Pricing and Ticket Information

Whilst we try to ensure that pricing and ticketing information on our Website is correct at all times, errors may occasionally occur. If we discover an error in the price or nature of the ticket you have ordered, we will inform you as soon as possible, and give you the option of reconfirming your order at the correct price/specification or cancelling it. If we are unable to contact you, we will unfortunately have to treat the order as cancelled. If the order is cancelled, we will of course provide you with a full refund (including booking fees). Please note that it is your responsibility to check the relevant ticket delivery method and the relevant prices, as these may change on a match-by-match basis.

7. Concessionary Memberships and Tickets

- 7.1 Concessionary Memberships and related tickets may only be used by persons that qualify for such Memberships, as follows:
- (A) "Junior" by persons who will be aged 16 and under (inclusive) at 31 July of the relevant season.
 - (B) "Senior" by persons who will be aged sixty-five or over (inclusive) at 31 July of the relevant season.
- 7.2 If you enter or seek to enter the Stadium with a concessionary Membership ticket in circumstances where you are not entitled to such concession as set out above, you will be refused entry to, or ejected from, the Stadium and will have the relevant Membership(s) withdrawn. In such case, no refund will be given to you and it may result in criminal prosecution.
- 7.3 The Club reserves the right to restructure, change and/or withdraw any level and/or type and/or priority of Membership and/or the associated benefits from season to season. Purchase of a particular Membership for one season does not guarantee that such Membership, any other Membership and/or the associated benefits will be available in the following season.

8. Suspension or Cancellation of Membership

8.1 The Club may suspend or cancel the Membership Card (and all associated benefits) in the event of you, or any other person occupying a seat purchased using the Membership Card, being ejected or banned from the Stadium or any other sports ground anywhere in the world, breaching any of the Terms and Conditions of Entry or any other of these Terms and Conditions, or in the event of any abusive, dangerous or other unacceptable behaviour by you. By way of example, the following circumstances are each considered by the Club to constitute a serious breach of the Terms & Conditions of Entry:

- (A) smoking in any part of the Stadium;
- (B) persistent standing in seated areas or gangways whilst a match is in progress;
- (C) using foul, obscene, abusive, racist or homophobic language and/or gestures;
- (D) possession of any banner or flag which bears material or slogans which are in the Club's opinion, offensive, obscene, abusive or racist;
- (E) throwing any object which may cause injury or damage to people or property;
- (F) any breach in relation to paragraphs 3.14 and/or 3.15;
- (G) unauthorised sale or transfer of the Membership Card or tickets to any person (which shall include an attempt to sell or transfer a Membership Card or ticket);
- (H) misuse of any Membership Card;
- (I) any misrepresentation in relation to paragraph 2.5;
- (J) the supply of any misleading or incorrect information in any application; and/or any failure to pay or default of payment in respect of any sums owing to the Club (or any other relevant party) in respect of any Membership Card; and
- (K) 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.

8.2 In the event of the suspension or cancellation of your Membership under paragraph 8.1 above, the Club will be under no obligation to refund the Fee paid by you (or any part thereof) in relation to your Membership and to the maximum extent permitted by law will have no other liability in connection therewith.

8.3 If the Club has reasonable grounds to suspect that you have searched for, reserved, bought or otherwise obtained match tickets and/or attempted and/or taken preparatory steps to search for, reserve, buy or otherwise obtain match tickets, with the intention of selling or transferring any such tickets in breach of these Terms and Conditions, the Club may suspend or cancel the Membership Card (and all associated benefits) without payment of any refund of the Fee to you. The Club may also cancel any match tickets purchased without payment of any refund of the match tickets. If you have any queries about this, you may contact the Arsenal box office.

8.4 In the event that your Membership Card is withdrawn or cancelled the Club reserves the right to exclude you from applying for or receiving any future Memberships or tickets at its discretion.

9. Exclusion of Liability

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 responsibility or liability to you in respect of any failure to carry out, or any delay in carrying out, any matter in respect of your Membership, including admitting you to the Stadium for a particular 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 doubt, and without limitation:

- (i) 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 Stadium in the 2020/21 season behind closed doors or with a reduced capacity. The Club shall not have any responsibility or liability to you in respect of any such matches for which it is unable to offer you 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; and
- (ii) in no circumstances shall any term of these Terms and Conditions exclude the Club's liability for personal injury or death as a result of its negligence, or for fraud.

10. Right to Cancel

- 10.1 If you have purchased your Membership by phone, post or online, and provided that you have not yet used your Membership to purchase any tickets, you have the right to cancel your Membership within 14 days. The cancellation period will expire after 14 days from the day on which you enter into a contract with the Club to purchase a Membership (the "**Cancellation Deadline**").
- 10.2 In order to exercise your cancellation right, you must inform us of your decision to cancel prior to the Cancellation Deadline either by using the cancellation form available here or by a clear statement sent either by email to boxoffice@arsenal.co.uk, by telephone on 0207 619 5000 or by post to Box Office, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU.
- 10.3 If you submit a valid cancellation request, we will reimburse you the Fee within 14 days after the day on which we are informed about your decision to cancel, using the same method of payment as you used to make the order.

11. General

- 11.1 The Club reserves the right to change these Terms and Conditions from time to time and shall notify you of such changes if they materially affect your rights as a consumer. Any such changes will be notified to you in the match day programme or through the Website.
- 11.2 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.
- 11.3 If you are a consumer, you have legal rights in relation to goods that are not fit for purpose and services that are 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.

- 11.4 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your Membership and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) will be governed by English law. You and the Club both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.
- 11.5 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 non-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).
- 11.6 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.

12. Definitions

In these Terms and Conditions:

"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 any Member is subject and which is relevant to the Club and/or the Member's rights or obligations under the 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 is required to comply with from time to time;

"Arsenal Direct" means the Club's official retail website from time to time which is currently located at the URL <https://arsenaldirect.arsenal.com>;

"Club" means Arsenal Women Football Club Limited, a company registered in England and Wales under company number 3013967 and with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU;

"Club Group Company" means, in respect of the Club, 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;

"Stadium" means Meadow Park, Borehamwood or such other ground at which Arsenal Women play their home matches;

"Fee" means the relevant amount payable on an annual basis by you for your appropriate Membership (whether Adult, Junior, or Senior) as detailed in the application form and on the Website;

“Football Authority” means any or all of the Premier League, the Football Association, the Football Association of Wales, FIFA, UEFA, the Football League and/or any other relevant governing body of association football;

“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 Stadium (copies of which are on display at the Stadium and on the Website);

“Member” means a person who is registered through the Club’s official membership scheme and **“Membership”** shall be construed accordingly;

“Red Carpet Moments” means any and all Arsenal Women ‘Members-only’ events, experiences and competitions (arranged by the Club in its discretion);

“Terms and Conditions” means these terms and conditions governing the issue and use of an Arsenal Membership card. The Ground Regulations shall be incorporated in, and form part of, these Terms and Conditions. Any amendments to the Terms and Conditions and the Ground Regulations will be notified to you by being put on display at the Ground and through the Website;

“Terms and Conditions of Entry” means the “Arsenal Women Football Club Home Ticket 2020–2021 - Terms and Conditions of Sale and Issue” and the Ground Regulations, each as updated from time to time by the Club and made available on the Website;

“UEFA Competition” means the UEFA Champions League or the UEFA Europa League; and

“Website” means the website at www.arsenal.com/membership.