

BOX LEVEL TICKET
TERMS AND CONDITIONS
SEASON 2021-2022

1. Issue of Box Level Ticket

- 1.1 The issue of a Box Level 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). Without limitation, the Terms and Conditions of Entry incorporate the Premier League's Commitment Regarding Abusive and Discriminatory Conduct (the "**Commitment**"), which can be accessed via the Website at <https://www.arsenal.com/ticket-membership-terms> or via the Premier League's website at <https://www.premierleague.com/publications> or can be provided upon written request to the Club.
- 1.2 The Club, as selling agent for and on behalf of ASMCL, licenses you to use any Box Level 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.
- 1.3 In the event of the Box Level Ticket becoming lost or stolen, you must inform the Club immediately. In addition, if any Box Level Ticket is stolen, you must also inform the police immediately. Please note that it is your responsibility to contact the Club in the event that you do not have access to your Box Level Ticket for that match.

2. Admission to the Ground

- 2.1 By holding a Box Level Ticket and/or using a Box Level Ticket to gain access to the Ground:
- (A) you certify that you have read, understood, and accepted, and agree to be bound by and to comply with, the Terms & Conditions of Entry (including, without limitation, the Commitment, and any COVID-related requirements and/or supporter code(s) of behaviour issued by the Club from time to time); and
- (B) without limitation, you declare that:
- (i) you and/or any other Users in your group will not attend any Match if you and/or any User(s) are displaying symptoms of COVID and/or are otherwise required or recommended to self-isolate at the date of the relevant Match;
- (ii) you and any Users in your group will adhere to all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding COVID, 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) undertaking temperature checks if required by the Club;
- (iii) where you will attend a Match as part of a group of other Users, you (to the extent you are the Box Licensee) will provide names and contact details for each of the other Users in your relevant group, to assist with NHS test track

and trace requirements; and

- (iv) any Users in your group are not prohibited under Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding COVID from accompanying you at the Match.
- 2.2 Before attending a Match using a Box Level Ticket in accordance with these Terms and Conditions, you shall be responsible for undertaking a risk assessment as to whether it would be appropriate for you and any Users in your Group to attend the relevant Match. In undertaking such assessment, you should take into consideration your age, health status and clinical vulnerability and, in respect of any other Users within your relevant group, the age, health status and clinical vulnerability of those individuals.
- 2.3 The Box Level Ticket shall only entitle you to gain admission to the Ground after it has been validated by the control readers located at the appropriate turnstiles. The Ground access steward(s) have strict instructions to, and will, refuse admission to any person in the event that such person's Box Level Ticket is not so validated by such control readers.
- 2.4 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 the turnstiles without a valid card or ticket for the Match.
- 2.5 A Box Level Ticket permits you to occupy at the Match the seat indicated on the Box Level Ticket or stated on the confirmation receipt/email of purchase in respect of your electronic entry card or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion. All access to the Ground pursuant to a Box Level Ticket shall, subject to the terms of the Box Licence 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).
- 2.6 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Box Level Ticket or ticket confirmation in any subsequent match or season.
- 2.7 Save as set out in clause 2.8 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the PL and/or the Club.
- 2.8 Mobile telephones and other similar mobile devices are permitted within the Ground PROVIDED THAT (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile

device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.

- 2.9 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 2.7 above, or pursuant to clause 2.8 above, or otherwise) is hereby assigned to the PL and the Club including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the PL and/or the Club) to promptly execute all instruments and to do all things necessary to vest the right, title and interest in such rights to the PL and the Club absolutely and with full title guarantee.
- 2.10 Save for official Club merchandise and/or other football related clothing worn in good faith and/or the terms of the Box Licence Agreement, you shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials.
- 2.11 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 2.10 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.
- 2.12 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms and Conditions of Entry (including, without limitation, the Commitment, and any requirements and/or supporter code(s) of conduct issued by the Club from time to time in relation to a COVID Event).

3. Use of Box Level Ticket

- 3.1 Subject to the terms of the Box Licence Agreement, the Box Level 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 Box Level Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Box Level Ticket for any commercial purpose. The reference to selling the Box Level Ticket includes where, in the Club's reasonable opinion, you: (a) offer or attempt and/or take preparatory steps to offer to sell a Box Level Ticket (including, without limitation, via any website or online auction site); (b) expose or attempt and/or take preparatory steps to expose a Box Level Ticket for sale; (c) making or attempt and/or take preparatory steps to make a Box Level Ticket available for sale by another person; and (d) advertise that a Box Level Ticket is available for purchase.
- 3.2 The Box Level 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.
- 3.3 You shall be responsible 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.

- 3.4 The Box Level 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 Box Level Ticket at any time.
- 3.5 Any Box Level Ticket obtained or used in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) shall be automatically void and all rights conferred or evidenced by such Box Level Ticket shall be nullified. Any person seeking to use a Box Level Ticket in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) 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 Box Level Ticket suspended, cancelled or withdrawn. In the event of any suspension, cancellation or withdrawal in accordance with this clause 3.5 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 Box Level Ticket.
- 3.6 If your conduct, acting alone or with others, or your incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, you shall be liable to the Club for any loss the Club thereby suffers.
- 3.7 The unauthorised sale or disposal of a Box Level 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 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. We may also notify other football clubs directly. 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 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.
- 3.8 By entering the Ground, you 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 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. You 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 you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms and Conditions of Entry (including, without

limitation, the Commitment). For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at dpo@arsenal.co.uk.

- 3.9 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.
- 3.10 Further to clause 3.8 above, if you are under 18 years of age, your parent, guardian or responsible adult who is accompanying you into the Ground shall be deemed to have provided consent on your behalf.
- 3.11 If you are not 16 years old or over, your parent(s) and/or guardian(s) are also responsible for your actions, conduct and compliance with these Terms and Conditions (including, without limitation, the Commitment).

4. Behind Closed Doors and Reduced Capacity Matches

- 4.1 As a result of a COVID Event, 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 2021/22 season.
- 4.2 For each Behind Closed Doors Match during the 2021/22 season (if any), a Box Licensee shall have no entitlement to any Box Level Tickets. Box Licensees shall be entitled to a partial refund of the Licence Fee in accordance with clauses 5.3 and 5.4 below.
- 4.3 For each Reduced Capacity Match during the 2021/22 season (if any):
- (A) the Club (acting in its sole discretion) will determine the number of Box Level Tickets to which a Box Licensee shall be entitled (if any) for the relevant Reduced Capacity Match and will provide notice of the Box Licensee's allocation by email; and
 - (B) the Box Licensee shall be entitled to a partial refund of the Licence Fee in accordance with clauses 5.3 and 5.4 below.

5. Refunds and credits

- 5.1 No guarantees can be given by the Club that the Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule the Match or, if necessary, play the Match out of view of the public, without notice and without any liability whatsoever.
- 5.2 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.
- 5.3 In respect of Box Licensees who are Club Commercial Partners, any refund due to the Box Licensee as a result of Behind Closed Doors Matches and/or Reduced Capacity Matches during the 2021/22 season, will be calculated and paid in accordance with that Box Licensee's partnership agreement.

5.4 In respect of Box Licensees who are not Club Commercial Partners, any refund due to the Box Licensee as a result of Behind Closed Doors Matches and/or Reduced Capacity Matches during the 2021/22 season will be calculated in accordance with such pricing schedule as notified to the Box Licensee by the Club and/or published on www.arsenal.com, and such amounts shall be credited against the Box Licensee's account. Credited amounts may be withdrawn by the Box Licensee periodically during such cashback windows as notified by the Club or (at the Box Licensee's discretion) set-off against any future instalment of the Licence Fee due under the relevant Box Licence Agreement or any renewal thereof.

6. Any lost or stolen Box Level Tickets

6.1 In order to gain admission to the Ground, the Box Level Ticket must be presented in its entirety at the Match.

6.2 The Club is not responsible for any Box Level Ticket which is forgotten, lost, stolen, defaced, damaged or destroyed. If the Box Level Ticket is forgotten, lost, stolen, defaced, damaged or destroyed, a duplicate card, e-ticket or ticket may be issued to you, at the Club's discretion, upon payment by you to the Club of a non-refundable administration fee of £10.00. The Club reserves the right to require proof of identity and/or withdraw this duplicate ticket facility for the Match without notice.

7. Cancellation and withdrawal of Box Level Ticket

7.1 The Club may remove you 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 in breach of or have breached the Commitment including, without limitation, using, or have used, any rude, threatening or abusive language or behaviour to, or in respect of, any contractor, employee or agent of the Club, or any other spectator or official (including, without limitation, any language or behaviour relating to an individual's or group's 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; or
- (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.

7.2 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 Box Level Ticket(s) (including without limitation, use of the Box Level Ticket(s) and all other

related benefits);

- (B) exclude (indefinitely or for a period determined by the Club) you from using and/or applying to purchase any future Box Level 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 you of the Terms and Conditions or the Terms and Conditions of Entry (including, without limitation, the Commitment) or the Club has reasonable grounds to suspect such breach; and/or
- (ii) the Club reasonably suspects that entry into the Ground by you 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.

7.3 In the event of cancellation, suspension, withdrawal, refusal and/or ejection pursuant to clauses 7.1 and 7.2, no refund will be paid in respect of any unexpired portion of the Box Level Ticket or during any period of suspension.

7.4 Without prejudice to the general nature of the above, the following actions shall constitute serious breach of the Terms & Conditions of Entry and shall enable the Club to exercise its rights as described in clauses 7.1, 7.2 and/or 7.3 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 Box Level Ticket to any person;
- (E) the deliberate misuse of a Box Level 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 or from a Match:
 - (i) the use of foul, obscene, abusive and/or racist language and/or gestures;
 - (ii) the chanting of anything of an indecent or racist nature;
 - (iii) fighting, or engaging in and/or inciting violence;

- (I) bringing any of the following into the Ground (or using them within the Ground): 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 clauses 2.7, 2.8, 2.10 or 2.11 above;
- (N) any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Box Level Ticket;
- (O) any breach of the requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event, 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) undertaking temperature checks where required by the Club; and/or
- (P) any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment.

7.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 7.1, 7.2 and 7.4 have either occurred or may occur.

7.6 The Club will not tolerate racial, homophobic or discriminatory abuse in any form, whether at the Ground, elsewhere or online. The Club wants the atmosphere at the Ground to be welcoming to all who attend its games. If you are caught abusing a player or any other individual whether at the Ground, elsewhere or online you will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, the Box Level Ticket will be immediately withdrawn and no refund will be given. If your Box Level Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the PL and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.

7.7 The Box Level Ticket may be suspended, withdrawn and/or cancelled without the payment of any refund, in the event that:

- (A) you are 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 (including, without limitation, the Commitment); or
- (B) prior to or whilst you are using the Box Level Ticket, you are 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 (including, without limitation, the Commitment).

- 7.8 Without prejudice to the rights of the Club under this clause 7, the Club shall be entitled to terminate these Terms and Conditions (and cancel any Box Level Ticket) with immediate effect by notice in writing to you in the event that you are at any time subject to a banning or other order prohibiting you from entering the Ground or any other stadium.
- 7.9 You must immediately surrender the Box Level Ticket upon request by a Club official or a police officer.
- 7.10 In the event of cancellation and withdrawal of any Box Level Ticket in accordance with this clause 7:
- (A) no refund shall be payable to you in respect of any unexpired portion of the Box Level 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 7 including a claim for an account of profits made from an unauthorised use of the Box Level Ticket;
 - (B) the Club reserves the right to exclude you from any Membership Scheme and/or to disqualify you from applying for any match ticket or season ticket at its discretion and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification);
 - (C) the Club reserves the right to sell the seats associated with the relevant Box Level Ticket to a third party immediately following the cancellation or withdrawal of the Box Level Ticket; and
 - (D) if your Box Level Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the PL and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.
- 7.11 In the event that your Box Level Ticket (and the benefits and rights associated with the same) are suspended in accordance with this clause 7:
- (A) no refund shall be payable to you 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 Box Level Ticket; and
 - (B) the Club reserves the right to sell the seats associated with any relevant Box Level Ticket to a third party for the period of suspension of the Box Level Ticket.

8. Undertakings

8.1 You 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 (including, without limitation, the Commitment) and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other spectators or visitors to the Ground or local residents) or to render void or voidable, in part or whole, any insurance maintained by the Club in respect of the Ground; and

- (B) ensure that no part of the Ground to which you may be granted access is not damaged (fair wear and tear excepted).

8.2 You shall not make, without the prior written consent of the Club, any public statement or announcement linking, or implying any relationship between, or engage in any marketing, advertising or promotional activity which links, or implies any relationship between, you and the Club.

9. Security

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

10. Unavailability of seats (otherwise than due to a COVID Event)

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

- (A) health and safety requirements, Applicable Law, Applicable Football Regulation and/or the Terms and Conditions or Entry, in each case not due to a COVID Event;
- (B) the need for any other repairs or alterations to be made to the Ground (or any relevant part) or any fixtures or fittings therein and such repairs or alterations are in the Club's opinion necessary or desirable; or
- (C) any other circumstances at the Club's discretion,

the Club will use its reasonable endeavours to provide the Box Licensee, during any such period of unavailability, with alternative seating elsewhere in the Ground or, where the Ground is unavailable, such other stadium where the First Team plays its home football matches in any competition (in which case these Terms and Conditions shall apply equally to such seats and such stadium), for each of the seats to which your Box Level Ticket(s) relates and which is/are unavailable, the location of each of which will be determined by the Club and which, subject to availability, will be in the same Seat Category as the seats to which your Box Level Ticket(s) relate. Where the Club is not able to provide the Box Licensee with an alternative seat (or seats) in such circumstances, the Box Licensee will be entitled to a pro-rata refund, or to a pro-rata credit against any future licence fee payments due in respect of the seats to which the Box Level Ticket(s) relate.

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 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 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 The Club only provides you with use of the Box Level Ticket for your domestic and private use and you agree not to use the Box Level Ticket for any commercial or business purposes, and the Club has no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 12.2 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 received the Box Level Ticket.
- 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 including without limitation as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event and/or the exercise of any discretion by the Club in respect of the number of Box Level Tickets provided to the Box Licensee (if any) in respect of any Reduced Capacity Match due to a COVID Event. For the avoidance of any doubt, and without limitation, as the result of a COVID Event, the Club may be required by Applicable Law and/or Applicable Football Regulation to hold Behind Closed Doors Matches and/or Reduced Capacity Matches. The Club shall not have any responsibility or liability to the Box Licensee or other User in respect of any such matches for which it is unable to offer the right to use Box Level Tickets and/or where the number of Box Level Tickets is reduced from the Maximum Number specified in the Box Licence Agreement, save as set out in clauses 5.3 and 5.4 of these Terms and Conditions.
- 12.5 Notwithstanding any provision in these Terms and Conditions, the Club does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by the Club's negligence or the negligence of any of its officers, employees or

agents; or (c) under section 2(3) of the Consumer Protection Act 1987; or (d) for any other matter for which it is not possible to exclude or limit liability by law.

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 You acknowledge 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, to assist with NHS test track and trace requirements). In particular, we may share your personal data, including your name, date of birth, photograph, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs, any Football Authority and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment and with enforcing sanctions under the Commitment. We may also share your data in order to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available on the Website.
- 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 of Entry (including, without limitation, the Commitment) constitute the entire agreement (in addition to the Box Licence Agreement, to the extent that you are a party to the Box Licence Agreement) between the Club and you in respect of the subject matter and neither the Club nor you shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the subject matter which is not set out therein.
- 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 You do not have a right to cancel your Box Level Ticket under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, if you are a

consumer you have legal rights if the Club does not comply with its obligations in these Terms and Conditions with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.

- 13.8 As a result of the COVID pandemic, these Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to any restrictions or requirements from time to time imposed by Applicable Law and/or Applicable Football Regulation 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 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.
- 13.9 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.
- 13.10 Please note that these Terms and Conditions are governed by English law. This means that your use of a Box Level Ticket and any dispute or claim arising out of or in connection with it (including in relation to any non-contractual disputes or claims) will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

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.

“Behind Closed Doors Match” means a Match which the Club holds at the Ground without any spectators in attendance due to a COVID Event.

“Box Level Ticket” means the electronic entry card, print at home ticket, printed paper ticket or any other method for entry stipulated by the Club from time to time (and/or any rights arising out of or in connection with the foregoing) for admission to a Match.

“Box Licence Agreement” means the agreement between the Box Licensee and the Club in relation to use of the box to which the Box Level Ticket relates;

“Box Licensee” means the person or entity with entitlement to use a box at the Ground;

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

“Club Commercial Partner” means any person appointed as a sponsor of the Club from time to time whether as a “lead partner”, “official partner”, “regional partner” or otherwise.

“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.

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

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

“COVID Event” means the COVID-19 pandemic and/or any variations or mutations thereof, and/or any other epidemics or pandemics.

“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-related guidelines and/or supporter codes of behaviour issued by the Club from time to time.

“Licence Fee” means the payment by you to the Club of the licence fee set out in the relevant Box Licence Agreement.

“Match” means the match at the Ground played by the First Team during the 2021/22 season to which these Terms and Conditions apply.

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

“Member” means a member of a Membership Scheme.

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

“PL” means the Football Association Premier League.

“Reduced Capacity Match” means a Match which the Club holds at the Ground with reduced spectator capacity due to a COVID Event.

“Terms and Conditions” means these terms and conditions governing the issue and use of a Box Level Ticket.

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

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

“User” means: (i) you; or (ii) any person who uses a Box Level Ticket in accordance with these Terms and Conditions and/or the relevant Box Licence Agreement.

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