

Club Level Advance Purchase Scheme for the 2021/22 Season: Terms and Conditions

1. Definitions

1.1. For the purposes of these terms and conditions:

- “Applicable Law”** means: all laws, statutes, regulations, edicts, byelaws, codes of conduct and guidelines, whether local, national, international or otherwise existing to which the Club and/or you is/are subject and which is/are relevant to the Club and/or your 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 is/are required to comply with from time to time;
- “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 Level”** means: the area of the Stadium reserved for holders of Club Level Tickets;
- “Club Level Ticket”** means: the ticket (and/or any rights arising out of or in connection with the foregoing) for admission to see a Match in the Club Level;
- “COVID-19”** means: the coronavirus disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) 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;
- “Football Authority”** means: the FA 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, and “Football Authorities” shall be construed accordingly;
- “Match”** means: each match played at the Stadium by the Club’s first team during the 2021/22 season;
- “Reduced Capacity Match”** means: a match which the Club holds at the Stadium with a reduced spectator capacity due to a COVID Event; and
- “Stadium”** means: the stadium at Hornsey Road, London N7 7AJ known at the date of these terms and conditions as the Emirates Stadium.

2. How the Club Level Advance Purchase Scheme works

- 2.1 To purchase a Club Level seat (or multiple Club Level seats) for Matches played at the Stadium during the 2021/22 Season (**“Seat(s)”**), a deposit of 25% of the total purchase price of the Seat(s) will be payable. If including a seasonal dining package with the Seat(s), £1,000 per dining package will be charged in addition to 25% of the total purchase price of the Seat(s) (**“Deposit”**). The Deposit must be paid to the Club within fourteen (14) days of being invoiced by the Club.
- 2.2 By paying the Deposit, you accept these terms and conditions.

- 2.3 At the time of paying the Deposit, although the exact location of the Seat(s) in the Stadium may be unknown, you will be able to request Seat(s) in a designated section of the Stadium (either corner, behind the goal, midfield or halfway line), subject to availability. Once the Deposit is paid, you will not be able to change your requested location of the Seat(s) or cancel your request. If you have purchased seasonal dining package(s) in addition to the Seat(s), you will not be able to cancel the selection following payment of the Deposit.
- 2.4 Following completion of the season ticket renewal period for the 2021/22 Season, the Club will allocate the exact location of the Seat(s), subject to availability. The Seat(s) will be allocated on a chronological basis, by reference to the date customers paid their Deposit (the “**Club Level Deposit List**”). At the time of allocation, you will be contacted by the Club with details of the seats that are available (if any). The exact location of the Seat(s) will be determined by the Club in the Club’s absolute discretion.
- 2.5 You will accept the exact location of the Seat(s) allocated to you on receipt of the booking confirmation from the Club. Seat(s) moves for the 2021/22 Season will not be permitted once the booking has been confirmed. You will not be permitted to request deferral of taking up the Seat(s) to a any Season after the 2021/22 Season.
- 2.6 Upon receipt of the booking confirmation from the Club pursuant to paragraph 2.5 above, you will become entitled to the full Platinum Membership benefits for Matches during the 2021/22 Season and you will be required to (i) pay the balance owing for the cost of the Seat(s) when requested by the Club as specified in paragraph 3 below; and (ii) comply with such membership and/or ticketing terms and conditions as shall apply to the Seat(s) and the Club’s Ground Regulations from time to time, as notified to you or published on www.arsenal.com or displayed at the Stadium (including, without limitation) all requirements of Applicable Law, Applicable Football Regulation and the Club relating to a COVID Event, including any spectator codes of conduct.
- 2.7 The Deposit is redeemable against the total cost of the Seat(s) (including the seasonal dining package(s), if relevant) in respect of all Matches during the 2021/22 season save where, due to a COVID Event, the Club elects to sell Seat(s) for Reduced Capacity Matches on a match-by-match basis. If the Club does not apply the Deposit against the cost of the Seat(s) in respect of any such Reduced Capacity Match which you are awarded by ballot, you will be required to pay separately for the cost of the Seat(s) for such Reduced Capacity Match in accordance with the relevant ticket terms and conditions applicable to that Match.
- 2.8 If, following completion of the season ticket renewal period for the 2021/22 Season, the Club is not able to offer you any Seat(s) for the 2021/22 Season, you will be offered the opportunity to either:
- 2.8.1. purchase seats in an alternative pricing location at the corresponding price, subject to availability; or
 - 2.8.2. purchase split seats for the 2021/22 Season (the Club will endeavour to reallocate your seats such that they are all together ahead of the start of the 2022/23 Season, subject to availability); or
 - 2.8.3. retain your chronological place on the Club Level Deposit List (so that you will receive priority access for subsequent seasons and your Deposit will be retained and be redeemable against any future purchases); or
 - 2.8.4. receive a full refund of the Deposit.
- 2.9 You must ensure that the Club has your up-to-date contact details, including e-mail address.
- 2.10 Please be aware that (save as provided in paragraph 2.8.4 above) the Deposit is non-refundable and will not be returned should you fail to make payment of the balance owing (as specified in paragraph 3 below). The Deposit will not be returned and your Platinum Membership will be revoked should you fail to make payment of the relevant balance owing when requested by the Club as specified in paragraph 3 below.

3. Payment of balance

- 3.1 You will be required to pay the balance owing for the cost of the Seat(s) (together with any seasonal dining package(s), when requested by the Club.

4. Revocation

4.1. In the event that:

- (i) you fail to pay the balance owing for the cost of the Seat(s) (together with any seasonal dining package(s), if relevant) when requested by the Club; or
- (ii) you breach any Club terms and conditions applicable to you (including, but not limited to, these terms and conditions, any applicable membership and/or ticketing terms and conditions, the Club's Ground Regulations and/or any restrictions or requirements from time to time imposed by Applicable Law, Applicable Football Regulation or the Club in relation to a COVID Event); or,
- (iii) you are, or become, subject to any banning orders whereby you are prohibited from attending football matches,

the Club may, at its sole discretion, revoke your Platinum Membership, the Seat(s) (and any applicable seasonal dining package(s), if relevant) and no refunds will be payable. The Club will notify you of this decision in writing no later than thirty (30) days after any necessary revocation.

5. Miscellaneous

- 5.1. Without prejudice to the provisions of paragraph 5.3, the Club shall not be in breach of, or be deemed to be in breach of, any provision of these terms and conditions if it fails to perform any of its obligations under these terms and conditions by reason of any fact, matter or circumstance which is outside the reasonable control of the Club. As a result of the COVID-19 pandemic, these terms and conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to any restrictions or requirements from time to time imposed by Applicable Law and Applicable Football Regulation in relation to a COVID Event. In the event of any 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.
- 5.2. The Club shall not be liable to you, whether in contract, tort or otherwise, for any indirect, special or consequential loss or damage, or for any loss of profit or revenue, loss of use or enjoyment, loss of business or contracts, or loss of opportunity. The aggregate liability of the Club to you in connection with these terms and conditions, whether in contract or tort, including negligence, or in any other way, shall not exceed the aggregate amount of the Deposit paid by you as at the relevant date.
- 5.3. Notwithstanding any other provision of these terms and conditions, the Club does not seek to exclude or limit its liability for death or personal injury caused by the negligence of any of its officers, employees or agents.
- 5.4. The Club reserves the right to cancel or vary the Club Level Advance Purchase Scheme and/or vary these terms and conditions at any time and at its sole discretion.
- 5.5. Please note that these terms and conditions are governed by English law. This means that your contract with the Club to purchase the Seat (and any dining package, if relevant) 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 exclusive jurisdiction in connection with any such dispute or claim.