

ARSENAL WOMEN HOME MATCH TICKET
TERMS AND CONDITIONS
SEASON 2021-2022

1. Issue of Tickets

- 1.1 The issue of a 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).
- 1.2 The Club reserves the right to restrict the sale of Tickets for certain Matches to supporters of the Club. In such event, by applying for the Ticket and/or using the same, you hereby warrant and represent that you are a supporter of the Club.
- 1.3 If you are a consumer, references in these Terms and Conditions to “you” are to the individual using the Ticket for private and non-commercial purposes.
- 1.4 If you are NOT a consumer, references in these Terms and Conditions to “you” are to the business on whose behalf you are purchasing the Tickets and you confirm that you have authority to bind that business in respect of the purchase of the Tickets.
- 1.5 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 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. 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.

Exclusion of liability

- 1.6 If you are a consumer, the following terms shall apply subject to clause 1.8:
- (A) the Club only provides you with use of the Ticket for your domestic and private use and you agree not to use the 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;
- (B) if the Club fails to comply with these Terms and Conditions, the Club is responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or the Club’s negligence, but the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Club’s breach or if it was contemplated by you and the Club at the time that you purchased the Ticket;
- (C) the Club shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the location of the seat or safe standing area (as applicable) and/or (ii) the actions of other spectators; and

- (D) 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 and/or any other User to the Ground for a Match, caused by any circumstances outside the Club's reasonable control including, without limitation (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event; and/or (ii) the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets for any Reduced Capacity Match(es) (including, without limitation, the number of tickets to be made available for sale or resale, if any).

1.7 If you are NOT a consumer, the following terms shall apply subject to clause 1.8:

- (A) the Club hereby excludes any liability for loss, injury, or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under Applicable Law;
- (B) the Club shall not be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the location of the seat or safe standing area (as applicable) and/or (ii) the actions of other spectators;
- (C) 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 and/or any other User to the Ground for a Match, caused by any circumstances outside the Club's reasonable control including, without limitation (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event; and/or (ii) the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets for any Reduced Capacity Match(es) (including, without limitation, the number of tickets to be made available for sale or resale, if any); and
- (D) subject to clause 1.8, the Club's total liability in respect of your use of the Ticket 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 by you to the Club for the Ticket. The Club will have no further, or other, liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage.

1.8 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.

2. Admission to the Ground

2.1 By purchasing and/or accepting and/or holding a Ticket and/or using a Ticket to gain access to the Ground:

- (A) you certify that you have read, understood, and accepted, and agree to be bound by and comply with, the Terms & Conditions of Entry (including, without limitation, any requirements and/or code(s) of conduct issued by the Club and/or other stadium owner (if applicable) from time to time in relation to a COVID Event); and
- (B) you declare that:
 - (i) you and/or any Guest(s) will not attend any Match if you and/or any Guest(s) are displaying any symptoms of COVID at the date of the relevant Match and/or are required or recommended to self-isolate or quarantine at the date of the relevant Match;
 - (ii) you and any Guest(s) will comply with all requirements stipulated by Applicable Law, Applicable Football Regulation, the Club and/or other stadium owner (if applicable) regarding a COVID Event, including but not limited to: (a) compliance with social distancing measures; (b) compliance with the required movements and behaviours of spectators within the Ground; (c) undertaking temperature checks if required by the Club and/or other stadium owner (if applicable); (d) providing to the Club and/or other stadium owner (if applicable) such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation, the Club and/or other stadium owner (if applicable) regarding a COVID Event; and (e) providing photographic proof of identity if required by the Club and/or other stadium owner (if applicable);
 - (iii) if required by Applicable Law or Applicable Football Regulation, you will provide names and contact details for any Guest(s) who intend to attend the relevant Match with you, to assist with any COVID track and trace requirements; and
 - (iv) your Guest(s) are not prohibited from attending the Match with you by Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club and/or other stadium owner (if applicable) regarding a COVID Event.
- 2.2 Before attending a Match using a Ticket, you shall be responsible for undertaking a risk assessment as to whether it would be appropriate for you and any Guest(s) to attend the relevant Match. In undertaking such assessment, you should take into consideration your age, health status and clinical vulnerability and the age, health status and clinical vulnerability of your Guest(s).
- 2.3 The Ticket shall only entitle the User to gain admission to the Ground after it has been validated. The Ground access steward(s) will refuse admission to any person in the event that such person's Ticket is not so validated.
- 2.4 All persons (including children) must have a valid Ticket in their possession when entering the Ground. The Club will not allow children (or any other person) to be carried into the Ground without a valid Ticket for the relevant Match.
- 2.5 Save as set out in clause 2.6 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 Football Association and/or the Club.

- 2.6 Mobile telephones and other similar mobile devices are permitted within the Ground PROVIDED THAT (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured, 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.
- 2.7 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 2.5 above, or pursuant to clause 2.6 above, or otherwise) is hereby assigned to The Football Association 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 Football Association and/or the Club) to promptly execute all instruments and do all things necessary to vest the right, title, and interest in such rights to The Football Association the Club absolutely and with full title guarantee.
- 2.8 Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials.
- 2.9 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 2.8 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 2.10 You shall not bring or attempt to bring into the Ground 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 at the Ground.
- 2.11 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.
- 2.12 In the event the Club restricts the sale of Tickets for a particular Match to supporters of the Club, any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Visiting Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat or standing location will be offered.

3. Use of Tickets

- 3.1 Subject to clauses 3.3 and 3.4 below, the 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 Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Ticket for any commercial purpose (other than, if you are NOT a consumer, only for corporate hospitality which is not itself a business activity of that business). The reference to selling the Ticket includes where, in the Club's reasonable opinion, a User: (a) offers, or attempts and/or takes preparatory steps, to sell a Ticket (including, without limitation, via any website or online auction site); (b) exposes or attempts and/or takes preparatory steps, to expose a Ticket for sale; (c) makes or attempts and/or takes preparatory steps, to make a Ticket available for sale by another person; and (d) advertises that a Ticket is available for purchase.
- 3.2 The 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 Football Association or the Club.
- 3.3 If more than one Ticket is issued to you, one Ticket must be retained by you for personal use (subject to the provisions below) and the remaining Tickets 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 Terms and Conditions of Entry (including, without limitation, all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club in respect of a COVID Event) which will (save for any rights to transfer under this clause 3.3 and clause 3.4 or any rights to a refund under clause 8) apply to and bind each Guest as if he/she/they was the original purchaser of the Ticket for that Match only (and you must inform the Guest(s) of this and procure that he/she/they shall comply with the Terms and Conditions of Entry). Without limitation, any Guest(s) must not attend a Match if he/she/they is displaying any symptoms of COVID at the date of the relevant Match and/or are required or recommended to self-isolate or quarantine at the date of the relevant Match and/or are otherwise prohibited from attending the Match with you by Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding a COVID Event; and
 - (D) you will provide the name, address, and contact details of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer.
- 3.4 You may assign, transfer or lend the Ticket or any benefit of it to a Guest with the express written consent of the Club. Such consent may be withheld at the Club's absolute discretion and may be given by the Club before or after any such assignment, transfer or lending. However, no such consent will be given for an assignment, transfer or lending of a Ticket except where the same takes place in respect of an individual Match and in consideration of no payment or

benefit in excess of the face value of a ticket to that Match and does not take place during the course of any business or for the purpose of facilitating any third party's business.

- 3.5 If you are NOT a consumer, you shall indemnify the Club against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by it as a result of any breach by a User of the Terms and Conditions of Entry. In the event that the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

OR

If you are a consumer, you shall be responsible for any breach by a User of the Terms and Conditions of Entry. In the event that the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach

- 3.6 Any physical or digital card, ticket or pass issued to you as part of the Ticket will remain the property of the Club at all times and must be produced together with photographic 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 any such card, ticket or pass at any time.
- 3.7 Any Ticket obtained or used in breach of the Terms and Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Ticket shall be nullified. Any person seeking to use a Ticket in breach of the Terms and Conditions of Entry in order to gain entry to the Ground or remain at a Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her/their Membership suspended, cancelled, or withdrawn. In the event of any suspension, cancellation, or withdrawal in accordance with this clause 3.7 no refund shall be payable to the holder in respect of their Ticket or (if applicable) any unexpired portion of their Membership. 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 the Ticket.
- 3.8 Any User, acting alone or with others, whose conduct, or incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, shall be both individually responsible and liable, and collectively responsible and liable with you, to the Club for any loss the Club thereby suffers. The User shall also be both individually responsible and liable and collectively responsible and liable with you, 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 the ticket with the User's permission.
- 3.9 The unauthorised sale or disposal of a Ticket (either as a whole or for a particular Match or Matches) may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Club may inform the police when it becomes aware that a Ticket (either as a whole or for a particular Match or Matches) has been sold or disposed of illegally and will press for charges to be brought against those breaking the law. We may also notify other football clubs, event holders, any Football Authority and/or the relevant law enforcement authorities about ticket touting activities relating to you. Similarly, the Club may receive information from the police, Football Authorities 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.

- 3.10 By entering the Ground, all persons acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game or by the Club, any other Club Group Company and/or any Football Authority or others (including commercial partners and accredited media organisations), in perpetuity, by way of any present or future media, for marketing, editorial, training, or promotional purposes or for any other purpose deemed reasonable by the Club. All persons further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify them as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms and Conditions of Entry.
- 3.11 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 he/she/they shall have no expectation of privacy with regard to his/her/their actions or conduct at the Matches.
- 3.12 Further to clause 3.11 above, if such person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying him/her/them into the Ground shall be deemed to have provided consent on his/her/their behalf.
- 3.13 If a User is not 16 years old or over, his/her/their parent(s) and/or guardian(s) are also responsible for his/her/their actions, conduct and compliance with these Terms and Conditions.
- 3.14 The use of any automated software or computer system to search for, reserve, buy or otherwise obtain Tickets (including sending information from your computer to another computer where such software or system is active) is strictly prohibited. If the Club reasonably believes that you have searched for, reserved, bought or otherwise obtained Tickets using, or with the assistance of, such software, the Club may cancel your Tickets (and any subsequent Tickets purchased by you) without payment of any refund. If you are a Member, the Club may also cancel your Membership (and all associated benefits) without payment of any refund of the Fee to you. 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 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 Ticket has been purchased using such software.

4. Disabled Supporters

- 4.1 This clause 4 applies to you if you have a Ticket and are registered with the Club as a disabled Member.

- 4.2 You must bring your Ticket with you when attending a Match. Your personal assistant must also bring their Ticket with them.
- 4.3 Personal assistants must not attend Matches on their own or with any non-disabled person. If you are unable to attend a Match, please notify the Disability Liaison Team as soon as possible so that we can arrange a refund of your tickets or you may sell or donate your place to another disabled supporter, a charity or local disability organisation.
- 4.4 You must bring a form of photographic identification with you when attending a Match.
- 4.5 Please note that stewards and Club staff will be carrying out checks of tickets. All proven abuses of the disabled supporters' concessionary scheme will be dealt with severely and will result in the loss of your Ticket. It may also result in criminal prosecution.
- 4.6 Contact details for the Disability Liaison Team are as follows (and may be updated from time to time on the Website):
- Tel: +44 (0)20 7619 5050 (Mon to Fri 9.30am to 5pm)
 - Email: disability@arsenal.co.uk

5. Unavailability of seats or safe standing area (other than due to a COVID Event)

- 5.1 If the Club has allocated you a seat or safe standing area, the Club reserves the right, in its sole discretion, to allocate to you, on a temporary basis, an alternative seat or standing area anywhere in the Ground, including (but without limiting the circumstances when that discretion may be exercised):
- (A) when the part of the Ground in which the seat or standing area or located is closed for repairs, maintenance or re-building;
 - (B) to comply with the requirements of any Football Authority;
 - (C) when the Visiting Club is allocated the entire or any part of area at the Ground usually occupied by you; or
 - (D) when the Club, the police or any other relevant authority or Football Authority otherwise considers it desirable in the interests of safety, crowd control or other Club requirements to re-allocate the seat or safe standing area.

6. Repairs and maintenance

- 6.1 The Club and/or other stadium owner (if applicable) 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 the acts or omissions of any User or any other person in possession of a Ticket. Notwithstanding the foregoing, the Club will not be liable for and will not be in breach of its obligations by reason of any breakages in, or defects to, any part of the Ground if, pursuant to clause 5 or otherwise, it provides you with an alternative seat (or seats)

or safe standing area at the Ground or any other stadium where the Women's Team plays its home football matches in any competition.

- 6.2 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 (or any other User) have access, or any fixtures or fittings therein, resulting from any act or omission of you (or any other User) other than as a result of fair wear and tear.
- 6.3 The Club and/or other stadium owner (if applicable) and each of its/their 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 (or any other User) 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.

7. Pricing and ticket information

Whilst the Club tries to ensure that pricing and ticketing information on the Website is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the ticket you have ordered, the Club will inform you as soon as reasonably practicable and give you the option of reconfirming your order at the correct price/specification or cancelling it. If the Club is unable to contact you, it will unfortunately have to treat the order as cancelled. If the order is cancelled, the Club 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.

8. Changes to dates, refunds, and exchanges

- 8.1 No guarantees are given by the Club that a Match will take place at a particular time, date, Ground or spectator capacity. Without limitation to the foregoing, the Club may be required by Applicable Law or Applicable Football Regulation, or may decide, to hold Behind Closed Doors Matches and/or Reduced Capacity Matches during the 2021/22 Season as a result of a COVID Event. The Club reserves the right, without notice and liability save as expressly provided otherwise in these Terms and Conditions, to reschedule any Match or, if necessary, play the Match out of view of the public or reduce the spectator capacity for the Match.

- 8.2 If you have purchased a Ticket from the Club for a Match that is postponed:

- (A) if you are a Member and the Match in question is a Season Ticket Match, you will receive an equivalent ticket for the re-arranged Match; or
- (B) if clause 8.2 (A) does not apply, you will either receive an equivalent ticket for there-arranged Match or an equivalent ticket for an alternative Match,

unless, in either case, the postponed Match is required to be played out of the view of the public or the spectator capacity is reduced (in which case the provisions of clause 8.3 below will apply).

- 8.3 If you have purchased a Ticket from the Club for a Match that is abandoned, held as a Behind Closed Doors Match, and/or held as a Reduced Capacity Match which you are not offered the right to attend (including, without limitation, in circumstances where your ticket is cancelled by the Club), you will be entitled to a refund in respect of the relevant Match, the amount of such refund, and the form and timing thereof, to be determined by the Club acting reasonably.

8.4 The dates and kick-off times of all Matches are subject to revision and change due to broadcast coverage or other circumstances. For up-to-date information, please visit the Website.

8.5 The Club does not guarantee that the team for any particular Match will necessarily only be selected from the Club's regular Women's Team players. The Women's Team manager may consider it desirable on occasions to omit regular Women's Team players and select the team from the full playing squad.

9. Any lost or stolen Tickets

9.1 In order to gain admission to the Ground for a Match, the Ticket must be presented in its entirety.

9.2 The Club is not responsible for any Ticket which is lost, stolen, defaced, damaged, or destroyed. If the Ticket is lost, stolen, defaced, damaged, or destroyed, the Club may, subject to these Terms and Conditions, and in its discretion, issue a replacement Ticket to you, upon payment by you of a non-refundable fee of £10.00. The Club reserves the right to require photographic proof of identity and to withdraw this duplicate facility for any particular Match or Matches without notice.

9.3 In the event of any Ticket(s) issued to you under these Terms and Conditions becoming lost or stolen, you must inform the Club immediately. Please note that it is your responsibility to contact the Club and/or visit the Club's match day ticket office on a match day in the event that you do not have access to your Ticket(s) for that match.

10. Cancellation and withdrawal of Ticket

10.1 The Club may refuse admission and/or remove you and/or or any User from the Ground whom it, acting reasonably:

- (A) believes to be the subject of a banning or other order prohibiting him/her/them from entering the Ground or any other stadium;
- (B) considers to be using, or have used, any rude, threatening or abusive language or behaviour to, or in respect of, any contractor, employee or agent of the Club, or any other spectator (including, without limitation, any language or behaviour relating to an individual's or group's colour, race, nationality, ethnic or national origins, gender, sexual orientation, marital status, religion, age or disability);
- (C) considers to be in breach, be likely to breach, or have breached, any other provision of the Terms and Conditions of Entry; or
- (D) believes 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 or 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 any Match from time to time.

10.2 Without prejudice to any other remedies it may have, the Club shall have the right at its absolute discretion to:

- (A) cancel a User's Ticket and/or suspend for a period determined by the Club, withdraw indefinitely or cancel any User's Membership (including without limitation, use of the Ticket(s) and all other related benefits);
- (B) exclude (indefinitely or for a period determined by the Club) a User from using and/or applying to purchase any future Ticket (including any associated benefits);
- (C) provide the police and any other Football Authority and/or any other football clubs with relevant information,

in any of the following circumstances:

- (i) any serious or persistent breach by a User of these Terms and Conditions or the Terms and Conditions of Entry (or the Club has reasonable grounds to suspect such breach); and/or
- (ii) the Club reasonably suspects that entry into the Ground by the User will result in a serious breach of these Terms and Conditions, the Terms and Conditions of Entry or the terms and conditions of any other Club-related scheme.

10.3 In the event of cancellation, suspension, withdrawal, refusal and/or ejection pursuant to clauses 10.1 and/or 10.2, no refund will be paid in respect of the Ticket or (if applicable) any unexpired portion of your Membership.

10.4 Without prejudice to the general nature of the above, the following actions shall constitute serious breaches of the Terms and Conditions of Entry by a User and shall enable the Club to exercise its rights as described in clauses 10.1 and/or 10.2 above (as the case may be):

- (A) smoking (including the use of electronic cigarettes or 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 Ticket to any person;
- (E) the deliberate misuse of a Ticket;
- (F) in the event the Club restricts the sale of Tickets for a particular Match to supporters of the Club, any misrepresentation in relation to clause 1.2 above;
- (G) the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
- (H) the throwing of any object within the Ground that may cause injury, distress, annoyance or damage to people or property without lawful authority or excuse;
- (I) 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; and/or
 - (iii) fighting, or engaging in and/or inciting violence;
- (J) bringing any of the following into the Ground (or using them within the Ground): alcohol, illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; drones; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
- (K) entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- (L) the supply of any misleading or incorrect information in any application;
- (M) breach of the terms of any Membership Scheme;
- (N) any breach of clause 2.5, 2.6, 2.8, 2.9 and/or 10 above;
- (O) any breach of the requirements stipulated by Applicable Law, Applicable Football Regulation, and/or the Club or other stadium owner (if applicable), regarding a COVID Event, including but not limited to (a) social distancing measures; (b) the required movements and behaviours of spectators within the Ground; (c) undertaking temperature checks if required by the Club and/or other stadium owner (if applicable); (d) providing to the Club and/or other stadium owner (if applicable) such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation regarding a COVID Event; and (e) providing photographic proof of identity if required by the Club and/or other stadium owner (if applicable); and
- (P) 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 Membership.
- 10.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 10.1, 10.2, and/or 10.4 10.3 have either occurred or may occur.
- 10.6 The Club will not tolerate racial, homophobic, sexist, or other discriminatory abuse in any form. The Club wants the atmosphere at the Ground to be welcoming to all who attend its games. Any User who is caught abusing a player, official or any other individual in the Ground will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, the Ticket will be immediately withdrawn and no refund will be given.
- 10.7 The Ticket(s) may be suspended, withdrawn and/or cancelled without the payment of any refund to you, in the event that:
- (A) the User is under investigation by the Police, charged, cautioned or found guilty of any football related offence anywhere in the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions;
 - (B) prior to or whilst the User is using the Ticket, the User is under investigation by the Police, charged, cautioned or found guilty of any football related offence anywhere in

the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions; or

- (C) in respect of a Home Match Ticket, the Club has reasonable grounds to suspect that you have searched for, reserved, bought or otherwise obtained the Home Match Ticket with the intention of selling or transferring it in breach of these Terms and Conditions.

10.8 Without prejudice to the rights of the Club under this clause 10, the Club shall be entitled to terminate these Terms and Conditions (and cancel any Tickets) with immediate effect by notice in writing to you in the event that you are at any time, or any other User is, at the time he/she/they enters the Ground, subject to a banning or other order prohibiting you or him/her/them from entering the Ground or any other stadium.

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

10.10 In the event of cancellation and withdrawal of any Ticket in accordance with this clause 10:

- (A) no refund shall be payable to you and/or a User (as the case may be) in respect of the Ticket. The Club further reserves its right 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 Ticket;
- (B) the Club reserves the right to exclude you and/or any User (as the case may be) from any Membership Scheme and/or to disqualify you and/or any User (as the case may be) from applying for any match ticket or season ticket at its discretion and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification); and
- (C) the Club reserves the right to sell the seat associated with the relevant Ticket (if applicable) to a third party immediately following the cancellation or withdrawal of the Ticket.

10.11 In the event that your Membership (and the benefits and rights associated with the same) is suspended or withdrawn in accordance with this clause 10:

- (A) no refund shall be payable to you and/or to any User (as the case may be) in respect of the period of suspension. The Club further reserves its rights to take any legal and/or disciplinary action against any persons as it sees fit in connection with such matters including a claim for an account of profits made from an unauthorised use of the Ticket; and
- (B) the Club reserves the right to sell the seat associated with your Membership (if applicable) to a third party for the period of suspension of your Membership.

11. Undertakings

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

- (A) occupy the seat(s) or standing area (as applicable) and use the Ground in a proper and lawful manner, in accordance with Applicable Law, Applicable Football Regulation and

the Terms and Conditions of Entry, and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other spectators or visitors to the Ground or local residents) or to render void or voidable, in part or whole, any insurance maintained by the Club and/or other stadium owner (if applicable) in respect of the Ground; and

(B) ensure that no part of the Ground to which you or any other User may be granted access are damaged (fair wear and tear excepted).

11.2 You shall not make, and will procure that no other User makes, without the prior written consent of the Club, any public statement or announcement linking, or implying any relationship between, or engage in any marketing, advertising or promotional activity which links, or implies any relationship between, you and the Club.

12. Security

Neither the Club nor the relevant stadium owner shall be responsible in any way for the loss of, or damage to, any property of you (or any other User) in the Ground (including, without limitation, any property left behind by you (or any other User) in the Ground). Notwithstanding the foregoing, the Club and/or the relevant stadium owner (if applicable) shall be entitled to dispose of any property left behind by you or any other User in the Ground.

13. Notices

The Club reserves the right to make changes to any of these Terms and Conditions. Such changes will be notified to the User by being put on display at the Ground and on the Website.

14. General

14.1 Each User acknowledges that the Club will hold and process data relating to them, which may include personal data, for administrative, health and safety and legal purposes (including, without limitation, to assist with COVID track and trace requirements). The personal data that each User provides to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available at the Website.

14.2 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. 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.

14.3 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 and/or the relevant stadium owner (if applicable). Each Club Group Company and/or relevant stadium owner (if applicable) 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.

- 14.4 The Terms and Conditions of Entry constitute the entire 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.
- 14.5 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.
- 14.6 You do not have a right to cancel your Ticket under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and, other than as set out in these Terms and Conditions, the price of the Ticket is non-refundable. 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.
- 14.7 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.
- 14.8 If you are NOT a consumer, these Terms and Conditions, and any contractual or non-contractual dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual disputes or claims).

OR

If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your use of the 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.

15. **Contact**

The Club can be contacted by email at arsenalwomen@arsenal.co.uk or by post addressed to Arsenal Women, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU or by phone on +44 (0)207 619 5000.

16. **Definitions**

In these Terms and Conditions, the following words and phrases shall have the following meanings:

"Address" means your address provided to the Club upon application (or such other address notified by you to the Club in accordance with these Terms and Conditions).

"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 Guest is required to comply with from time to time.

“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 and/or any Guest is subject and which is relevant to the Club’s and/or your and/or the Guest’s rights or obligations under these Terms and Conditions (as the case may be).

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

“Club” means Arsenal Women Football Club Limited, a company registered in England and Wales under company number 03013967 with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU.

“Club Group Company” means, in respect of Arsenal Women Football Club Limited, 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.

“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).

“Football Authority” means The Football Association, FIFA, UEFA, and/or any other relevant governing body of association football, and **“Football Authorities”** shall be construed accordingly.

“Ground” means Meadow Park football ground Hertfordshire WD6 5AL, or such other ground at which Arsenal Women from time to time play any of their home matches, including Emirates Stadium, London N7 7AJ.

“Ground Regulations” means those ground regulations issued by the Club and/or relevant stadium owner (if applicable) 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 guidelines and/or codes of conduct issued by the Club and/or relevant stadium owner (if applicable) from time to time in relation to a COVID Event.

“Guest” means a relative, friend, colleague and/or, companion to disabled supporters who has been transferred a ticket in accordance with the Terms and Conditions of Entry.

“Match” and **“Matches”** means each football match at the Ground played by the Women’s Team during the Season to which these Terms and Conditions Apply, including Season Ticket Matches.

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

“Member” means a person who is registered with the Club’s official Arsenal Women membership scheme and **“Membership”** shall be construed accordingly.

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

“Membership Scheme” means the official Arsenal Women membership scheme, the terms and conditions of which are available on the Website.

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

“Relevant Cup Match” means, subject to the Arsenal Women Membership Terms and Conditions a home match in any of the following competitions played by the Women’s Team at the Ground during the Season: the Vitality Women’s FA Cup (including residual match(es) from the 2020/21 season), the FA Women’s Continental League Cup or the UEFA Women’s Champions League.

“Season” means the 2021-2022 football season ending at the end of the day of the final Match of the 2021-22 season;

“Season Ticket Match” means, subject to the Arsenal Women Membership Terms and Conditions, thirteen (13) matches played by the Women’s Team during the Season at the Ground, consisting of: (i) eleven (11) matches in The Barclays FA Women’s Super League and (ii) two (2) Relevant Cup Matches to be chosen by the Club in its absolute discretion.

“Terms and Conditions” means these terms and conditions governing the issue and use of a 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, each as may be amended from time to time. Any amendments to the Terms and Conditions of Entry will be notified to you by being put on display at the Ground and through the Website <http://www.arsenal.com/>.

“Ticket” means the physical or digital entry card, ticket or pass entitling you to admission to certain Matches played by the Club at the Ground and includes any alternative card, ticket or pass issued from time to time.

“User” means: (i) you; or (ii) any person who uses the Ticket in accordance with clause 3.3 or 3.4.

“Visiting Club” means the football club playing against the Club in respect of the Match.

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

“Women’s Team” means the Club’s women’s first XI.