

**AWAY MATCH TICKET (AWAY FAN)**  
**TERMS AND CONDITIONS**  
**SEASON 2021-2022**

**1. Issue of Away Match Ticket**

- 1.1 The issue of an Away Match 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 the Website or can be provided upon written request). 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 Away Match Tickets are for the use of supporters of the Visiting Club and neutral supporters only. By applying for an Away Match Ticket and/or using the same you hereby warrant and represent that you are not a supporter of the Club.
- 1.3 The Club, as selling agent for and on behalf of ASMCL, licenses you to use the Away Match Tickets. 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.

**2. Exclusion of liability**

- 2.1 If you are a consumer, references in these Terms and Conditions to "**you**" are to the individual using the Away Match Ticket for private and non-commercial purposes.
- 2.2 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 Away Match Ticket(s) and you confirm that you have authority to bind that business in respect of the purchase of the Away Match Ticket(s).
- 2.3 As a result of a COVID Event, the Club may be required by Applicable Law and/or Applicable Football Regulation, or may decide, to hold Behind Closed Doors Matches and/or Reduced Capacity Matches and/or Matches without fans of the Visiting Club present. 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. Neither the Club nor any Club Group Company shall be in breach of these Terms and Conditions by virtue of any action which it takes or omits to take as a consequence of Applicable Law or Applicable Football Regulation.
- 2.4 If you are a consumer, the following terms shall apply subject to clause 2.6:
- (A) The Club only provides you with use of the Away Match Ticket for your domestic and private use and you agree not to use the Away Match Ticket for any commercial or business purposes, and neither the Club nor any Club Group Company has any 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 neither the Club nor any Club Group Company is 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 Away Match Ticket.
- (C) Neither the PL nor the Club nor any Club Group Company 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.
- (D) Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, neither the Club nor any Club Group Company shall 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 the Match, caused by any circumstances outside the Club's reasonable control including, without limitation, as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event.

2.5 If you are NOT a consumer, the following terms shall apply subject to clause 2.6:

- (A) The Club hereby excludes any liability (for itself and any Club Group Companies) 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 Club Group Company or any other liability which cannot be excluded under Applicable Law.
- (B) Neither the PL nor the Club nor any Club Group Company 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.
- (C) Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, neither the Club nor any Club Group Company shall 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 the Match, caused by any circumstances outside the Club's reasonable control including, without limitation, as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event.
- (D) The total liability of the Club and any Club Group Companies in respect of your use of the Away Match 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 face value of the Away Match Ticket. The Club will have no further, or other, liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage.

2.6 Notwithstanding any provision in these Terms and Conditions, the Club does not seek to exclude or limit liability (for itself or for any Club Group Company): (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 (if you are a consumer); or (d) for any other matter for which it is not possible to exclude or limit liability by law.

### **3. Admission to the Ground**

3.1 By purchasing and/or accepting and/or holding an Away Match Ticket and/or using an Away Match 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, and agree to bring to the attention of others as required below, the Terms & Conditions of Entry (including, without limitation, the Commitment, and any requirements and/or code(s) of conduct issued by the Club 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 the relevant Match if you and/or any Users(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 Guests(s) will comply with all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event in respect of the relevant Match, 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; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event; and (e) providing photographic proof of identity if required by the Club;

(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) any Guest(s) are not prohibited from attending the relevant Match with you by Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding a COVID Event.

3.2 Before attending the relevant Match using an Away Match 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 any such Guest(s).

- 3.3 You may be required to physically collect the Away Match Ticket(s) from the Club's box office on or before the day of a Match, with photographic proof of your identity. The Away Match Ticket shall only entitle the User 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) will refuse admission to any person in the event that such person's Away Match Ticket is not so validated by such control readers.
- 3.4 All persons (including children) must have a valid Away Match Ticket in their possession when entering the Ground. The Club will not allow children (or any other person) to be carried through the turnstiles without a valid Away Match Ticket in their possession for the relevant Match.
- 3.5 An Away Match Ticket permits you to occupy the seat indicated on the Away Match Ticket (or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion) for the relevant Match. All access to the Ground pursuant to an Away Match Ticket shall 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).
- 3.6 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Away Match Ticket or ticket confirmation in any subsequent match or season.
- 3.7 Save as set out in clause 3.8 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. In addition, the Club reserves the right to eject you from the Ground in circumstances where you breach this clause 3.7.
- 3.8 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.
- 3.9 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 3.7 above, or pursuant to clause 3.8 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.

- 3.10 Save for 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.
- 3.11 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 3.10 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.
- 3.12 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).
- 3.13 In light of the Away Match Ticket holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrates support for the Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.

#### **4. Use of Away Match Ticket**

- 4.1 Subject to clause 4.3 below, the Away Match Ticket is issued for your sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Away Match Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Away Match Ticket for any commercial purpose. The reference to selling the Away Match Ticket includes where, in the Club's reasonable opinion, a User: (a) offers, or attempts and/or takes preparatory steps, to sell an Away Match Ticket (including, without limitation, via any website or online auction site); (b) exposes, or attempts and/or takes preparatory steps, to expose an Away Match Ticket for sale; (c) makes, or attempts and/or takes preparatory steps, to make an Away Match Ticket available for sale by another person; and (d) advertises that an Away Match Ticket is available for purchase.
- 4.2 The Away Match 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.
- 4.3 If more than one Away Match Ticket is issued to you, one Away Match Ticket must be retained by you for personal use (subject to the provisions below) and the remainder may be transferred to a Guest(s) for his/her/their personal use only, PROVIDED THAT:
  - (A) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Away Match Ticket;
  - (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, the Commitment, and 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 or any rights to a refund under clause 6.2) apply to and bind each Guest as if he/she/they was the original purchaser of the Away Match Ticket (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.

- 4.4 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 any User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

OR

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.

- 4.5 The Away Match 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 the Away Match Ticket at any time.
- 4.6 Any Away Match 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 Away Match Ticket shall be nullified. Any person seeking to use an Away Match Ticket in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) in order 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/their Away Match Ticket cancelled or withdrawn. In the event of any cancellation or withdrawal in accordance with this clause 4.6, 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 the Away Match Ticket.
- 4.7 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 the Match using the ticket with the User's permission.

- 4.8 The unauthorised sale or disposal of an Away Match Ticket 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 an Away Match Ticket has 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, other football clubs, event holders, and Football Authority and/or the relevant law enforcement authorities about ticket touting activities relating to you. The Club may also 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](mailto:dpo@arsenal.co.uk).
- 4.9 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 him/her/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 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 him/her/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 (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](mailto:dpo@arsenal.co.uk).
- 4.10 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.
- 4.11 Further to clause 4.9 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.
- 4.12 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 (including, without limitation, the Commitment).

## **5. Pricing and Ticket Information**

Whilst the Club tries to ensure that pricing and ticketing information given to the Visiting Club is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the ticket issued to the Visiting Club, the Visiting Club will be informed as soon as reasonably practicable.

## **6. Changes to Dates, Refunds and Exchanges**

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

6.2 Subject to clause 6.3:

(A) in the event of the postponement of the Match, you will either (subject to the applicable terms and conditions of the Visiting Club) be entitled to receive a full refund (including any booking and/or administration fee) directly from the Visiting Club, or the equivalent ticket for the subsequent re-arranged Match (if any) via such application procedure as the Visiting Club shall stipulate, subject to any and all applicable terms and conditions;

(B) in the event of the abandonment of the Match or if the Match has, for any reason, to be played out of view of the public or without fans of the Visiting Club in attendance, you will (subject to the applicable terms and conditions of the Visiting Club) be entitled to receive a full refund (including any booking and/or administration fee) directly from the Visiting Club; or

(C) in the event that the spectator capacity for the Match is reduced for any reason, the Club reserves the right to cancel your Away Match Ticket(s), in which case, you will (subject to the applicable terms and conditions of the Visiting Club) be entitled to receive a full refund (including any booking and/or administration fee) directly from the Visiting Club.

6.3 Refunds for Away Match Tickets can only be obtained from the Visiting Club, subject to its applicable terms and conditions unless otherwise instructed.

6.4 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, you should contact the Visiting Club.

**7. Any Lost or Stolen Away Match Tickets**

- 7.1 In order to gain admission to the Ground the Away Match Ticket must be presented in its entirety at the Match.
- 7.2 In the event of any Away Match Ticket issued under these Terms and Conditions becoming lost or stolen, you must inform the Visiting Club immediately.
- 7.3 The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Away Match Ticket.

**8. Cancellation and Withdrawal of Away Match Ticket**

- 8.1 The Club may remove you and/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 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 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 the Match from time to time.
- 8.2 Without prejudice to any other remedies it may have, the Club shall have the right at its absolute discretion to:
  - (A) withdraw or cancel any Away Match Ticket(s) (including without limitation, use of the Away Match 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 Away Match 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 a User 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 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.
- 8.3 In the event of cancellation, withdrawal, refusal and/or ejection pursuant to clauses 8.1 and/or 8.2, no refund will be paid.
- 8.4 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 8.1, 8.2 and/or 8.3 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 an Away Match Ticket to any person;
  - (E) the deliberate misuse of an Away Match Ticket;
  - (F) 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, damage, distress or annoyance to people or property without lawful authority or excuse;
  - (I) whether at the Ground, or travelling to 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;
  - (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) any breach of clause 3.7, 3.8, 3.10 or 3.11 above;
  - (N) 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) social distancing measures; (b) the required movements and behaviours of spectators within the Ground; (c) undertaking temperature checks if required by the Club; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event; and (e) providing photographic proof of identity if required by the Club; and/or
  - (O) any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment.
- 8.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 8.1, 8.2 and 8.4 have either occurred or may occur.
- 8.6 The Club will not tolerate racial, homophobic, sexist or other 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. Any User who is caught abusing a player, official or any other individual whether at the Ground, elsewhere or online will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, the Away Match Ticket will be immediately withdrawn and no refund will be given. If your Away Match 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.
- 8.7 The Away Match Ticket(s) may be 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 (including, without limitation, the Commitment);
  - (B) prior to or whilst the User is using the Away Match 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 (including, without limitation, the Commitment); or
  - (C) the Club has reasonable grounds to suspect that you have searched for, reserved, bought or otherwise obtained the Away Match Ticket with the intention of selling or transferring it in breach of these Terms and Conditions.
- 8.8 Without prejudice to the rights of the Club under this clause 8, the Club shall be entitled to terminate these Terms and Conditions (and cancel any Away Match 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.

- 8.9 The User must immediately surrender the Away Match Ticket upon request by a Club official or a police officer.
- 8.10 In the event of cancellation and/or withdrawal of any Away Match Ticket in accordance with this clause 8:
- (A) no refund shall be payable to you and/or a User (as the case may be) in respect of the Away Match 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 Away Match Ticket;
  - (B) the Club reserves the right to exclude 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) if your Away Match 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.

## **9. Undertakings**

- 9.1 You shall, and shall procure that any User 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 the Ground is not damaged (fair wear and tear excepted).
- 9.2 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.

## **10. Security**

The Club shall take all reasonable precautions to maintain the security of the Ground between Matches but it shall not 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 shall be entitled to dispose of any property left behind by you or any other User in the Ground.

## **11. Unavailability of seats**

11.1 The Club reserves the right, in its sole discretion, to allocate to you an alternative seat anywhere in the Ground, including (but without limiting the circumstances when that discretion may be exercised):

- (A) when the stand or part of the stand in which the Away Match Ticket seat allocated is located is closed for repairs, maintenance or re-building;
- (B) to comply with the requirements of any Football Authority;
- (C) when fans of Arsenal are allocated the entire or any part of the stand at the Ground due to be 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.

11.2 As far as possible, details of any re-allocation of the seat to which the Away Match Ticket applies will be notified to the Visiting Club, and on the Website.

## **12. Repairs and maintenance**

12.1 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 the acts or omissions of any User or any other person in possession of an Away Match 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, the Ground if, pursuant to clause 11 or otherwise, it provides you with an alternative seat (or seats) at the Ground or any other stadium where the First Team plays its home football matches in any competition.

12.2 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.

12.3 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 (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.

## **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 the User by being put on display at the Ground and on the Website.

13.2 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). 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 each User provides 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 The Terms and Conditions of Entry (including, without limitation, the Commitment) 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.
- 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 Away Match 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 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.
- 13.9 If you are a consumer, these Terms and Conditions are governed by English law. This means that your use of the Away Match 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.

OR

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).

#### 14. Definitions

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

**“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.

**“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 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).

**“ASMCL”** means Arsenal Stadium Management Company Limited.

**“Away Match Ticket”** means a printed paper ticket or any ticket smartcard 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 any of the foregoing) for admission to a Match.

**“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 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 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 COVID and/or any other epidemic(s) or pandemic(s).

**“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, including without limitation any guidelines and/or supporter codes of conduct issued by the Club from time to time in relation to a COVID Event (copies of which are on display at the Ground and on the Website).

**“Guest”** means a relative, friend, colleague and/or companion to disabled supporters who would be entitled to purchase an Away Match Ticket under the Terms and Conditions of Entry.

**“Match”** means the match at the Ground played by the First Team to which these Terms and Conditions apply.

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

**“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 an Away Match Ticket.

**“Terms and Conditions of Entry”** means each of the rules and regulations of each Football Authority, the Ground Regulations, 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, 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 either through the respective organisation’s website, or by being put on display at the Ground and through the Website.

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

**“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](http://www.arsenal.com).