

**MATCH-BY-MATCH AWAY MATCH TICKET**  
**TERMS AND CONDITIONS**  
**SEASON 2021-2022**

**1. Exclusion of liability**

1.1 The Club, as selling agent for and on behalf of the Hosting Club, licenses you to use the Away Match Tickets. As a result, the Hosting Club will have all of the rights and obligations of the Club under these Terms and Conditions and, save as expressly provided otherwise, your rights and obligations under these Terms and Conditions shall lie against the Hosting Club only.

1.2 If you are a consumer, references in these Terms and Conditions to “**you**” are to the individual using their Away Match Ticket for private and non-commercial purposes.

1.3 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 and use of the Away Match Ticket(s).

1.4 If you are a consumer, the following terms apply subject to paragraph 1.6 below:

(A) 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 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 allocation of Away Match Tickets available in respect of any Reduced Capacity Match(es).

(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 entered into a contract with the Club to purchase the Away Match Ticket(s).

(C) Neither the Club nor any Club Group Company nor the Hosting Club has any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

(D) 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 Away Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.

1.5 If you are NOT a consumer, the following terms apply subject to paragraph 1.6 below:

(A) 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 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 allocation of Away Match Tickets available in respect of any Reduced Capacity Match(es).

- (B) The total liability of the Club and any Club Group Company in respect of your use of any Away Match Ticket(s) or any breach of these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the amount you have paid to purchase 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 Away Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.

1.6 Notwithstanding any provision in these Terms and Conditions, the Club does not seek to exclude or limit liability (for itself and 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.

1.7 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 or the Hosting Club takes or omits to take as a consequence of Applicable Law or Applicable Football Regulation.

## **2. Eligibility to purchase Away Match Tickets**

2.1 Subject to satisfying the Club's eligibility criteria from time to time for the purchase of Away Match Tickets, you may purchase an Away Match Ticket (subject to availability) if you are:

- (A) a Platinum Member for season 2021-2022;
- (B) a Gold Member for season 2021-2022;
- (C) a member of the Club's Travel Club for season 2021-2022; or
- (D) a Silver, Red or Digital Member for season 2021-2022.

2.2 The price and number of Away Match Tickets available for purchase is determined by the Hosting Club.

- 2.3 The eligibility criteria for the purchase of Away Match Tickets and the allocation of Away Match Tickets are determined by the Club in its absolute discretion and, without prejudice to the foregoing, the Club reserves the right to allocate Away Match Ticket by ballot. The Club also reserves the right, in its absolute discretion, to allocate and award ticket points to your membership account for relevant Away Matches.
- 2.4 The use of any automated software or computer system to search for, reserve, buy or otherwise obtain Away Match 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 Away Match Tickets using, or with the assistance of, such software, the Club may cancel your Away Match Tickets (and any subsequent Away Match Tickets purchased by you) without payment of any refund. The Club may also cancel your Membership (and all associated benefits) without payment of any refund to you. The use of such software to search for, reserve, buy or otherwise obtain Away Match Tickets may amount to a criminal offence under the Computer Misuse Act 1990 or the Breaching of Limits on Ticket Sales Regulations 2018 and the Club reserves the right to inform the police if it reasonably believes that an Away Match Ticket has been purchased using such software.

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

- 3.1 No guarantees are given by the Club that any Away Match will take place at a particular time or on a particular date or with away fans present or at a particular spectator capacity. Without limitation to the foregoing, the Hosting Club may be required by Applicable Law or Applicable Football Regulation, or may decide, as a result of a COVID Event to hold the Away Match behind closed doors, or without away fans present, or at a reduced capacity. Subject to paragraph 3.2 below, the Club will have no liability to you or any other User in the event of the postponement or cancellation of the Away Match, or if the Away Match is played behind closed doors or without away fans present, or if the spectator capacity for the Away Match is reduced and your Away Ticket is cancelled.
- 3.2 In the event of:
- (A) the postponement of the Away Match, you will be entitled to receive a full refund (including any booking and administration fee) on your Away Match Ticket(s) purchased direct from the Club or receive the equivalent ticket for the subsequent re-arranged Away Match (if any) via such application procedure as the Club stipulates, subject to any and all applicable terms and conditions;
  - (B) the abandonment of the Away Match, or if, for any reason, the Match has to be played behind closed doors or without away fans present, you will be entitled to receive a full refund (including any booking and administration fee) on your Away Match Ticket(s) purchased direct from the Club; or
  - (C) the spectator capacity for the Away Match is reduced for any reason, the Club reserves the right to cancel your Away Match Ticket(s) in which case you will be entitled to receive a full refund (including any booking and administration fee) on your Away Match Ticket(s) purchased direct from the Club.

- 3.3 Any refund due in respect of your Away Match Ticket(s) in accordance with paragraph 3.2 above, shall be credited to the payment card used to purchase your Away Match Ticket(s).
- 3.4 The Club does not guarantee that the team for any particular Away Match will necessarily only be selected from the Club's regular first team players. The team manager may consider it desirable on occasions to omit regular first team players and select the team from the full playing squad.
- 3.5 The dates and kick-off times of all Away Matches are subject to revision and change due to broadcast coverage or other circumstances. It is your responsibility to ascertain the date and kick-off time of any Away Match.

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

- 4.1 Before attending the relevant Away Match using the Away Match Ticket(s), you shall be responsible for undertaking a risk assessment as to whether it would be appropriate for you and any User(s) to attend the relevant Away 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 User(s).
- 4.2 Away Match Tickets will only be posted or emailed (as the case may be) to the Member who makes the booking. You may notify the Club of a permanent change of address and contact details, but may not alter your address or contact details for a limited period of time only. This is a security measure and ensures that the Away Match Tickets are dispatched to the correct person.
- 4.3 If you do not receive your Away Match Ticket(s) for any relevant Away Match through the post it is your responsibility to contact Arsenal Fan Services (Tel: +44 (0) 20 7619 5000) prior to the fixture. Our office hours are Monday to Friday, 9:30am -5pm.
- 4.4 The Club is not responsible for any Away Match Ticket which is forgotten, lost, stolen, defaced, damaged or destroyed. If the Away Match Ticket is forgotten, lost, stolen, defaced, damaged or destroyed, it is your responsibility to contact Arsenal Fan Services (Tel: +44 (0) 20 7619 5000) as soon as possible. A duplicate card or ticket may be issued to the original purchaser by the Hosting Club, at the Hosting Club's discretion. The Hosting Club may charge you an administrative fee for the issue of a duplicate ticket.
- 4.5 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 you and/or a User of the Terms and Conditions of Entry. In the event that you and/or 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 you and/or a User of the Terms and Conditions of Entry. In the event that you and/or the User breaches any Terms and Conditions of Entry, you and that User shall each be held responsible and liable for such breach.

- 4.6 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, 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, 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).

- 4.7 If your conduct, acting alone or with others, or the conduct of any User, acting alone or with others, results in disciplinary action being taken against the Club by any Football Authority and/or any relevant law enforcement authorities, you shall be individually and collectively responsible and liable with any Users to the Club for any loss the Club thereby suffers. You shall also be individually and collectively responsible and liable with any Users to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to an Away Match using the Away Match Ticket with your or the User's permission.

## **5. Terms and Conditions relating to Away Match Tickets**

- 5.1 These Terms and Conditions 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.
- 5.2 Your use of any Away Match Ticket will be subject to the Ground Regulations and the Terms and Conditions of Entry including, without limitation, all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Hosting Club regarding a COVID Event.
- 5.3 The Away Match Ticket (and all associated rights and benefits) is issued for your sole use and, save as expressly permitted by the Terms and Conditions of Entry, 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 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 offer, 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; (d) advertises that an Away Match Ticket is available for purchase.
- 5.4 When attending an Away Match, and travelling to and from an Away Match, you agree to conduct yourself in a manner befitting a representative of the Club and will not do anything or procure that anything be done which might bring the name or reputation of the Club into disrepute.

5.5 The Club reserves the right to carry out (or for the Hosting Club to carry out) individual spot checks on Away Match Tickets. If you are issued with a spot check, you will be required to collect your Away Match Ticket(s) for the relevant Away Match from a designated collection point, which will be notified to you by the Club or the Hosting Club, on the day of the Away Match and you will be required to produce photographic evidence of your identity in order to collect your Away Match Ticket(s).

## **6. Cancellation and Termination**

6.1 Without prejudice to the Club's other rights and remedies, your Membership may be suspended, withdrawn and/or cancelled without the payment of any refund, in the event that any User:

- (A) breaches any of these Terms and Conditions (including, without limitation, the Commitment), or the Terms of Conditions of Entry;
- (B) is ejected and/or banned from the ground at which the Away Match is played; or
- (C) does anything that brings the name of the Club into disrepute.

6.2 In the event of any cancellation, suspension and/or withdrawal in accordance with this paragraph 6, no refund shall be payable to you and/or to the User in respect of any unexpired portion of your Membership. 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.

6.3 In the event that your Membership is withdrawn, suspended or cancelled, the Club reserves the right also to exclude you from any other scheme maintained or organised by the Club and/or to disqualify you from applying for any match ticket or season ticket at its discretion.

6.4 If your Membership is withdrawn, suspended or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the PL and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.

## **7. Miscellaneous Provisions**

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

7.2 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) and the Club may be required to share their personal data with the Hosting Club for such purposes. 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. Any personal data of a User processed by the Hosting Club shall be subject to the Hosting Club's privacy policy.

- 7.3 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 this agreement 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.
- 7.4 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.
- 7.5 If you are under 16 years of age, your parent(s) and/or guardian(s) are also responsible for your actions, conduct and compliance with these Terms and Conditions (including, without limitation, the Commitment).
- 7.6 These Terms and Conditions constitute the entire agreement between the Club and you in respect of Away Match Tickets 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 Away Match Tickets which is not set out therein.
- 7.7 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.
- 7.8 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.
- 7.9 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your purchase of an Away Match Ticket and any dispute or claim arising out of or in connection with it will be governed by English law. You and the Club both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.
- 7.10 If you are NOT a consumer, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. You and we both irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to

settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).

## 8. Definitions

In the 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 the Hosting Club and/or you and/or a User is required to comply with from time to time in respect of the Away Match.

**“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 the Hosting Club and/or you and/or any User is subject in respect of the Away Match and/or 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).

**“Away Match”** means a match played by the Club’s first team at a ground other than the Emirates Stadium.

**“Away Match Ticket”** means the physical or digital ticket (and/or any rights arising out of or in connection with the foregoing) for admission to an away match of the Club’s first team.

**“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).

**“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 Regulations”** means those ground regulations issued by the Hosting Club from time to time that set out the terms and conditions upon which spectators are granted entry to the ground



at which the Away Match is to be played (copies of which can be obtained upon request from the Hosting Club).

**“Hosting Club”** means the football club at whose ground the away match is to be played.

**“Membership”** means any of the membership schemes set out at paragraphs 2.1(A) to 2.1(C).

**“PL”** means the Football Association Premier League.

**“Reduced Capacity Match”** means an Away Match held with reduced spectator capacity due to a COVID Event.

**“Terms and Conditions of Entry”** means each of the rules and regulations from time to time of FIFA, UEFA, the Football Association, the PL and the Football League; the Ground Regulations; any conditions of issue of the Hosting Club from time to time; and any guidelines and/or spectator codes of conduct issued by the Hosting Club from time to time in relation to a COVID Event. Any amendments to the Terms and Conditions of Entry will be notified to you either through the relevant organisation’s website or through the Website.

**“User”** means: (i) you; or (ii) any person who uses your Away Match Ticket(s) in accordance with paragraph 4.6 above.

**“Website”** means the Club’s website, currently [www.arsenal.com](http://www.arsenal.com).