

TRAVEL CLUB TERMS AND CONDITIONS
SEASON 2021-2022

1. Benefits

- 1.1 Members of the Travel Club receive the right to purchase Away Match Tickets, subject to availability and eligibility, any capacity restrictions, Applicable Law and Applicable Football Regulation. The number of Away Match Tickets available for a particular Away Match and the eligibility criteria for the purchase Away Match Tickets shall be determined by the Club in its absolute discretion.
- 1.2 Nothing in these Terms and Conditions shall constitute or imply that you have any guarantee of entitlement to any Away Match Tickets for any match or matches.
- 1.3 The Club will notify you from time to time, by way of notice in the match day programme or on the Website, of the availability of any Away Match Tickets for purchase and the eligibility criteria for the purchase of any such tickets. The Club may impose any limitations or restrictions on the eligibility for the purchase of any such tickets as it may, in its discretion, determine, whether for any particular match or matches.
- 1.4 Any Away Match Tickets purchased shall be subject to the Club's Match-by-Match Away Match Ticket terms and conditions from time to time, which can be located at:
<http://www.arsenal.com/ticket-membership-terms>.

2. Exclusion of liability

- 2.1 All the provisions of these Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to and limited by Applicable Law and Applicable Football Regulation and any restrictions contained therein. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any Applicable Law or Applicable Football Regulation, the relevant Applicable Law or Applicable Football Regulation shall prevail. For the avoidance of any doubt, the Club shall not be in breach of these Terms and Conditions by virtue of any action which it takes or omits to take as a consequence of Applicable Law or Applicable Football Regulation.
- 2.2 To the fullest extent permitted by Applicable Law, the Club shall not have any responsibility or liability to you 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, the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of Away Match Tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event.
- 2.3 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 renewed your membership of the Travel Club.

- 2.4 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.
- 2.5 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.

3. Use of Membership Card

- 3.1 The Club is not responsible for any Membership Card which is forgotten, lost, stolen, defaced, damaged or destroyed. If the Membership Card is forgotten, lost, stolen, defaced, damaged or destroyed, a duplicate card may be issued to the original purchaser, at the Club's discretion, upon payment by the original purchaser to the Club of an administration fee. The Club reserves the right to withdraw this duplicate card facility without notice.
- 3.2 The Membership Card is issued for your sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Membership Card or the benefit of it to any other person without the prior written consent of the Club. The reference to selling the Membership Card includes: (a) offering to sell a Membership Card (including, without limitation, via any online auction website); (b) exposing a Membership Card for sale; (c) making a Membership Card available for sale by another; and (d) advertising that a Membership Card is available for purchase.
- 3.3 If a Membership Card is lost, you must immediately notify the Club of the same. The Membership Card remains the property of the Club at all times. The Membership Card may be cancelled in whole or in part by the Club at any time without providing any reason.
- 3.4 You must make the Membership Card available for inspection if requested by any steward, security officer or other member of Arsenal staff.

4. Termination of Membership

- 4.1 Your membership of the Travel Club may be suspended, withdrawn and/or cancelled without the payment of any refund in the event that you:
- (A) breach these Terms and Conditions, the Club's Match-by-Match Away Match Ticket terms and conditions, or the terms of any other Membership Scheme which you are a member of;
 - (B) are charged, cautioned or found guilty of any football-related offence anywhere in the world, are ejected and/or banned from the Emirates Stadium or any other sports stadium anywhere in the world or; and/or
 - (C) do anything that brings the name of the Club into disrepute.
- 4.2 In the event of any cancellation and withdrawal in accordance with this paragraph 4, no refund shall be payable to you in respect of any unexpired portion of your membership of the Travel Club. 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 any unauthorised use of your membership of the Travel Club.

- 4.3 If your membership of the Travel Club is withdrawn or cancelled, the Club reserves the right also to exclude you from any other Membership Scheme and/or to disqualify you from applying for any match ticket or season ticket at its discretion and to notify any Football Authority and/or other football clubs of such exclusion or disqualification (and the reason(s) for such exclusion or disqualification).
- 4.4 The Club reserves the right to terminate the Travel Club at any time. In such circumstances, no refund shall be payable to you in respect of any unexpired portion of your membership of the Travel Club.

5. Right to Cancel

- 5.1 If you have purchased your membership of the Travel Club by phone, post or online, and provided that you have not yet used your membership of the Travel Club to purchase any Away Match Tickets, you have the right to cancel your membership of the Travel Club within fourteen (14) days. The cancellation period will expire after fourteen (14) days from the day on which you enter into a contract with the Club to purchase a membership of the Travel Club (the "**Cancellation Deadline**").
- 5.2 In order to exercise your cancellation right, you must inform us of your decision to cancel prior to the Cancellation Deadline either by using the cancellation form available here or by a clear statement sent either by email to boxoffice@arsenal.co.uk, by telephone on 0207 619 5000 or by post to Arsenal Fan Services, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU.
- 5.3 If you submit a valid cancellation request, we will reimburse you the fee for your membership of the Travel Club within fourteen (14) days after the day on which we are informed about your decision to cancel, using the same method of payment as you used to make the order.

6. Miscellaneous Provisions

- 6.1 The Club reserves the right to make changes to any of these Terms and Conditions at any time. Such changes will be notified to you via the Website.
- 6.2 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.
- 6.3 These Terms and Conditions, and any 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 dispute or claim).

7. 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 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 any Member is subject and which is relevant to the Club and/or the Member’s rights or obligations under the 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.

“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.

“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 Premier League, the Football Association, the Football Association of Wales, FIFA, UEFA, the Football League and/or any other relevant governing body of association football, and **“Football Authorities”** shall be construed accordingly.

“Member” means a member of the Club’s Travel Club.

“Membership Card” means the membership card provided by the Club to members of the Travel Club.

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

“Travel Club” means the membership scheme run by the Club for access to tickets for the Club’s away games.

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