

GENERAL ADMISSION SEASON TICKET
TERMS AND CONDITIONS
SEASON 2019-2020

1. Issue of Season Ticket

- 1.1 The issue of a Season 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 Season Tickets are for the use of supporters of the Club only. By applying for the Season Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club.
- 1.3 The Club, as selling agent for and on behalf of ASMCL, licenses you to use the Season 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.
- 1.4 The Season Ticket remains the property of the Club at all times. The Season Ticket may be cancelled in whole or in part by the Club at any time without providing any reason. A proportionate refund will be given to you, in the absolute discretion of the Club and/or in accordance with the Terms and Conditions of Entry, in the event of any such cancellation.
- 1.5 In the event of any Season Tickets issued under these Terms and Conditions becoming lost or stolen, you must inform the Club immediately. In addition, if any such Season Ticket is stolen, you must also inform the police 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 Season Ticket(s) for that match.

2. Term

These Terms and Conditions are valid for the Season only and accordingly, unless terminated earlier in accordance with these Terms and Conditions, will terminate at the end of the Season (the "**Term**").

3. Renewal

If at the end of the Season, you wish to renew the Season Ticket but change the Seat to which it relates, then, although we believe that the renewal rate will be extremely high, there is a process for Ticket Holders wishing to request a seat move to do so. The number of such moves that the Club can accommodate is subject to the number of Ticket Holders who do not renew their Season Ticket for the following season in accordance with the process set out by the Club and is generally quite low. For details of this process, Ticket Holders may ring the Arsenal box office (Tel: +44 (0) 207 619 5000).

4. Admission to the Ground

- 4.1 By purchasing and/or accepting and/or holding a Season Ticket and/or using a Season Ticket to gain access to the Ground, you: (a) certify that you have read, understood and accepted; (b) agree to be bound by and to comply with; and (c) agree to bring to the attention of others, as required below, the Terms & Conditions of Entry.
- 4.2 The Season 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) have strict instructions to, and will, refuse admission to any person in the event that such person's Season Ticket is not so validated by such control readers.
- 4.3 Subject to clauses 4.6 and 4.8 below, the Season Ticket shall admit you to 26 matches played by the First Team during the Season at the Ground which consists of the 19 Premier League matches and the first 7 Relevant Cup Matches played by the First Team during the Season at the Ground (each a "**Match**" and together, the "**Matches**").
- 4.4 At the start of the Season, and subject to clauses 4.6 and 4.8 below, the 26 Matches referred to in clause 4.3 are expected to comprise 5 Category A Matches, 10 Category B Matches, 6 Category C Matches and 5 UEFA Europa League Matches (3 Category EL4 (Group Stage) and 2 Category EL3 (Round of 32 and 16)). Notwithstanding such expectations of the Club at the start of the Season, the breakdown of the 26 Match categories may vary pursuant to the Club's right to categorise each Match during the Season in its sole discretion as a Category A Match, a Category B Match, a Category C Match or a UEFA Europa League Match.
- 4.5 If, for any reason, it is decided that any of the 26 Matches referred to in clause 4.3 is to be played at another stadium, then one alternative ticket will be issued to you in respect of that Match. Any such tickets will be either sent electronically or by post by the Club to you at the registered email or Address, at your risk.
- 4.6 No refunds shall be paid in respect of any Matches which the Season Ticket entitled the User to attend but which the User did not attend, save that if, due to the First Team's fixture schedule, the First Team plays:
- (A) fewer than 7 Relevant Cup Matches (thereby reducing the total number of 26 Matches referred to in clause 4.3); and/or
 - (B) fewer than 5 Category A Matches, or fewer than 10 Category B Matches, or fewer than 6 Category C Matches, or fewer than 5 UEFA Europa League Matches (3 Category EL4 (Group Stage) and 2 Category EL3 (Round of 32 and 16)) (either as part of the 26 Matches referred to in clause 4.3 or otherwise),
- you may be entitled to an appropriate refund as determined by the Club in its discretion and in accordance with clause 4.7.
- 4.7 The form and timing of any refund due to you pursuant to clause 4.6 shall be determined by the Club and will be provided to you either:

- (A) by way of deduction from the cost of the Season Ticket for the 2020-2021 season to be purchased by you; or
- (B) by way of refund, paid in such manner as the Club may determine, after 1st June 2020.

4.8 In the event that, due to the First Team's fixture schedule, the First Team plays:

- (A) more than seven Relevant Cup Matches during the Season (thereby increasing the total number of 26 Matches referred to in clause 4.3); and/or
- (B) more than 5 Category A Matches, or more than 10 Category B Matches, or more than 6 Category C Matches, or more than 5 UEFA Europa League Matches (3 Category EL4 (Group Stage) and 2 Category EL3 (Round of 32 and 16)) (either as part of the 26 Matches referred to in clause 4.3 or otherwise),

the Club shall contact you with information regarding your attendance at any such additional or re-categorised Matches together with an option for you to opt out of attending. Unless you exercise your right to opt out within the timescale provided, the Club may charge you an additional amount for the ticket to reflect the particular Match's categorisation regardless of your ability to attend the Match and such costs shall be payable by you in accordance with clause 4.9 below.

4.9 The form and timing of any payment due by you pursuant to clause 4.8 shall be determined by the Club and will be made either:

- (A) by way of an addition to the price of the Season Ticket for the 2020-2021 season to be purchased by you;
- (B) by way of a payment to be made not later than 1st June 2020, in such manner as the Club shall determine and notify to you; or
- (C) in such other way as the Club may instruct you.

4.10 All persons (including children) must have a valid card or ticket when entering the Ground. The Club will not allow children (or any other person) to be carried through the turnstiles without a valid card or ticket for the relevant Match.

4.11 A Season Ticket permits you to occupy at the Match the seat indicated on the Season Ticket or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion. All access to the Ground pursuant to a Season 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).

4.12 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent season.

4.13 Save as set out in clause 4.14 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 Premier League and/or the Club.

- 4.14 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.
- 4.15 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 4.13 above, or pursuant to clause 4.14 above, or otherwise) is hereby assigned to the Premier League 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 Premier League 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 Premier League and the Club absolutely and with full title guarantee.
- 4.16 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.
- 4.17 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 4.16 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.
- 4.18 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.
- 4.19 Without prejudice to the representation at clause 1.2 above, and in light of the Season 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 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 will be offered.

5. Other tickets

5.1 If, during the Season, the Club qualifies for any of the following:

- (A) the FA Cup Semi-Final or Final;
- (B) the Football League Cup Semi-Final (Away Leg) or Final; or
- (C) the Semi-Final (Away Leg) or Final of a UEFA Competition,

details on how you may apply for a ticket (or tickets) for such match will be made available by the Club on the Website and, where practicable, in advance in the Club's home match day programme. Where possible, subject to the Club's overall ticket allocation for such fixture, you will be allocated one ticket in respect of the Season Ticket. However, the Club cannot guarantee that any such allocation will be made.

5.2 No preference can be given to you in respect of any matches played at the Ground in which the Club is not participating.

6. Use of Season Ticket

6.1 Subject to clauses 6.3 to 6.5 (inclusive) below, the Season 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 Season Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Season Ticket for any commercial purpose. The reference to selling the Season Ticket includes where, in the Club's reasonable opinion, a User: (a) offers, or attempts and/or takes preparatory steps, to sell a Season Ticket (including, without limitation, via any website or online auction site); (b) exposes or attempts and/or takes preparatory steps, to expose a Season Ticket for sale; (c) makes or attempts and/or takes preparatory steps, to make a Season Ticket available for sale by another person; and (d) advertises that a Season Ticket is available for purchase.

6.2 The Season 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 Premier League or the Club.

6.3 If more than one Season Ticket is issued to you, one Season 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 Season 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 which will (save for any rights to transfer under this clause or any rights to a refund under clause 4.6) apply to and bind each Guest as if he/she was the original purchaser of the Season Ticket for that Match only (and you must inform the Guest(s) of this); and
 - (D) you will provide the name and address of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer.
- 6.4 You may assign, transfer or lend the Season 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 Season 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.
- 6.5 You may offer for sale, sell or resell any part of the Season Ticket or any benefit of it (not including any card) through the Ticket Exchange, or any other mechanism for the resale, gift or transfer of Season Tickets that the Club may put in place from time to time.
- 6.6 If you die the Club will take into account your wishes in considering the transfer of your Season Ticket to another person, but is under no obligation to follow such wishes. Prior to any such transfer, these Terms and Conditions will continue, but the Club may terminate these Terms and Conditions in accordance with its terms.
- 6.7 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.
- 6.8 The Season Ticket will remain the property of the Club at all times and must be produced together with 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 Season Ticket at any time.
- 6.9 Any Season 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 Season Ticket shall be nullified. Any person seeking to use a Season 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 Season Ticket suspended, cancelled or withdrawn. In the event of any suspension, cancellation or withdrawal in accordance with this clause 6.9 no refund shall be payable to the holder in respect of any unexpired portion of the Season Ticket. 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 Season Ticket.

- 6.10 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.
- 6.11 The unauthorised sale or disposal of a Season 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 Season 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 the Premier League about ticket touting activities relating to you, who may in turn notify other football clubs, event holders, any Football Authority and/or the relevant law enforcement authorities. We may also notify other football clubs directly. Similarly the Club may receive information from the police, the Premier League 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.
- 6.12 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 these Terms and Conditions of Entry.
- 6.13 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 they shall have no expectation of privacy with regard to their actions or conduct at the Matches.

- 6.14 Further to clause 6.12 above, if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Ground shall be deemed to have provided consent on their behalf.
- 6.15 If a User is not 16 years old or over, his/her parent(s) and/or guardian(s) are also responsible for his/her actions, conduct and compliance with these Terms and Conditions.

7. Disabled Members

- 7.1 This clause 7 applies to you if you have a Season Ticket and are registered with the Club as a disabled Member.
- 7.2 You must bring your current Season Ticket with you to every Match. Your personal assistant must also bring their relevant Membership Card with them to every Match.
- 7.3 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 sell or donate your place to another disabled supporter, a charity or local disability organisation.
- 7.4 You must bring a form of personal identification with you when attending the Ground.
- 7.5 Please note that stewards and Club staff will be carrying out checks of tickets. All proven abuses of the disabled supporter's concessionary scheme will be dealt with severely and will result in the loss of your Season Ticket and/or Membership Card. It may also result in criminal prosecution.
- 7.6 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
 - Matchday Contact Number - +44 (0)20 7619 5003

8. Unavailability of seats

- 8.1 The Club reserves the right, in its sole discretion, to allocate to you, on a temporary basis, 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 Seat allocated is 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 the stand 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.

8.2 As far as possible, details of any Matches at which there will be a re-allocation of the Seat to which the Season Ticket applies will be notified on the Website and, where practicable, in advance in the Club's home Match day programme.

9. Repairs and maintenance

9.1 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 a Season 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 8 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.

9.2 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.

9.3 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) has 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.

10. 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 the Club has 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).

11. Changes to dates, refunds and exchanges

11.1 No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match or, if necessary, play the Match out of view of the public, without notice and without any liability whatsoever. Your Season Ticket will, unless the Match is required to be played out of view of the public, enable

you to attend the re-arranged Match if it is one of the 26 Matches referred to in clause 4.3 above. 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 or ring the Arsenal Contact Centre (Tel: +44 (0) 20 7619 5000). The Club will have no further, or other, liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage including (but not limited to) loss of enjoyment or travel or accommodation costs.

- 11.2 The Club does not guarantee that the team for any particular 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.

12. Any lost or stolen Season Tickets

- 12.1 In order to gain admission to the Ground, the Season Ticket must be presented in its entirety at every Match.
- 12.2 If you have forgotten the Season Ticket, or otherwise cannot produce it, a duplicate Match day card or ticket may be issued to you, at the Club's discretion, upon payment by you of a non-refundable administration fee of £10.00 at the Club's match day ticket office. The Club reserves the right to require proof of identity and/or withdraw this duplicate ticket facility for any particular Match or Matches without notice.
- 12.3 The Club is not responsible for any Season Ticket which is lost, stolen, defaced, damaged or destroyed. If the Season Ticket is lost, stolen, defaced, damaged or destroyed, the Club may, subject to these Terms and Conditions, and in its discretion, issue a replacement season ticket to you, upon payment by you of a non-refundable fee of £10.00.

13. Cancellation and withdrawal of Season Ticket

- 13.1 The Club may 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 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.

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

- (A) suspend for a period determined by the Club, withdraw indefinitely or cancel any Season Ticket(s) (including without limitation, use of the Season 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 Season Ticket (including any associated benefits);
- (C) provide the police and any other relevant authorities including FIFA, UEFA, the FA, the Premier League, 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 (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.

13.3 In the event of cancellation, suspension, withdrawal, refusal and/or ejection pursuant to clauses 13.1 and/or 13.2, no refund will be paid in respect of any unexpired portion of the Season Ticket(s) or during any period of suspension.

13.4 Without prejudice to the general nature of the above, the following actions shall constitute serious breaches of the Terms & Conditions of Entry by a User and shall enable the Club to exercise its rights as described in clauses 13.1, 13.2 and/or 13.3 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 Season Ticket to any person;
- (E) the deliberate misuse of a Season 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, 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;
 - (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 4.13, 4.14, 4.16 or 4.17 above; and
 - (O) 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 Season Ticket.
- 13.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 13.1, 13.2 and 13.4 have either occurred or may occur.
- 13.6 The Club will not tolerate racial, homophobic or 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 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 Season Ticket will be immediately withdrawn and no refund will be given.
- 13.7 The Season 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; or

- (B) prior to or whilst the User is using the Season 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.
- 13.8 Without prejudice to the rights of the Club under this clause 13, the Club shall be entitled to terminate these Terms and Conditions (and cancel any Season 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 enters the Ground, subject to a banning or other order prohibiting him/her from entering the Ground or any other stadium.
- 13.9 The User must immediately surrender the Season Ticket upon request by a Club official or a police officer.
- 13.10 In the event of cancellation and withdrawal of any Season Ticket in accordance with this clause 13:
- (A) no refund shall be payable to you and/or a User (as the case may be) in respect of any unexpired portion of the Season 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 Season 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 Season Ticket to a third party immediately following the cancellation or withdrawal of the Season Ticket.
- 13.11 In the event that your Season Ticket (and the benefits and rights associated with the same) are suspended in accordance with this clause 13
- (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 Season Ticket; and
- (B) the Club reserves the right to sell the Seat associated with any relevant Season Ticket to a third party for the period of suspension of the Season Ticket.

14. Undertakings

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

- (A) use the Seat(s) and the Ground in a proper and lawful manner 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 no part of the Ground to which you or any other User may be granted access are damaged (fair wear and tear excepted).

14.2 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.

15. 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.

16. Use of concessionary tickets

16.1 Concessionary priced Season Tickets may only be used by persons that qualify for such Season Tickets, as follows:

- (A) "Junior Gunner" Season Tickets may only be used by persons who will be aged 4 to 16 at 31 August during the Season;
- (B) "Cannon" Season Tickets may only be used by persons who will be aged 17 or 18 at 31 August during the Season; and
- (C) "Senior Citizen" Season Tickets may only be used by persons who will be aged 65 or over at 31 August during the Season.

16.2 Any person entering, seeking to enter or having entered the Ground with a concessionary priced Season Ticket in circumstances where such person is not entitled to such concession will be refused entry to, or ejected from, the Ground and will have the Season Ticket withdrawn. In such case, no refund will be given to you in respect of any games remaining in the Season.

17. Family Enclosure Policy for Gold Members

Within the Family Enclosure the following additional terms must be adhered to by Users at all times:

- (A) the Family Enclosure is restricted to Members only;

- (B) all Users must show their Membership Card to a Club member of staff/stewards upon request. Other photographic identification and evidence of the date of birth of the User may also be requested and, if requested, must be shown to the Club member of staff/steward;
- (C) Users who are adult Gold Members are only permitted to be in the Family Enclosure if they are accompanying a Gold Junior Gunner. A maximum of two adult Gold Members are permitted to accompany each Junior Gunner; and
- (D) if a User who is an adult Gold Member wishes to attend a Match in the Family Enclosure without accompanying a Junior Gunner, then the User must contact the Arsenal Contact Centre (Tel.: +44 (0) 207 619 5000) for advice on the correct procedure prior to the relevant Match. Failure to make contact with the Club prior to the date of the fixture may result in the Season Ticket being confiscated and/or the User being ejected from the Ground. The Club regrets that it is unable to deal with any requests or enquiries of this nature on the day of a fixture.

18. Exclusion of liability

- 18.1 The Club only provides you with use of the Season Ticket for your domestic and private use and you agree not to use the Season 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.
- 18.2 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 Season Ticket.
- 18.3 Neither the Premier League nor the Club 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.
- 18.4 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 or Match(es), caused by any circumstances outside the Club's reasonable control.
- 18.5 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.

19. Notices

- 19.1 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.
- 19.2 You should notify any change of Address to the Club immediately either:
- (A) by using the on-line facility on the Website by logging onto www.arsenal.com/membership; or
 - (B) in writing to the Arsenal box office. You should quote your Membership Scheme number in any correspondence with the Club.

20. General

- 20.1 Each User acknowledges that the Club will hold and process data relating to them, which may include personal data, for administrative and legal purposes. 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.
- 20.2 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.
- 20.3 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. 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.
- 20.4 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.
- 20.5 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.
- 20.6 You do not have a right to cancel your Season 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 Season 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.

- 20.7 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.
- 20.8 Please note that these Terms and Conditions are governed by English law. This means that your use of the Season 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.

21. 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).

“ASMCL” means Arsenal Stadium Management Company Limited.

“Category A Match” has the meaning given to it by the Club (in its sole discretion) set out at <http://www.arsenal.com/tickets/matchcategories> from time to time.

“Category B Match” has the meaning given to it by the Club (in its sole discretion) set out at <http://www.arsenal.com/tickets/matchcategories> from time to time.

“Category C Match” has the meaning given to it by the Club (in its sole discretion) set out at <http://www.arsenal.com/tickets/matchcategories> from time to time.

“Club” means The Arsenal Football Club Plc, a company registered in England and Wales under company number 109244 and with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU. VAT number: 769 4067 87 GB.

“Club 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.

“Family Enclosure” means the family enclosure section of the Ground.

“First Team” means the Club’s men’s first XI.

“Football Authority” means the 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.

“Gold Junior Gunner” means any Junior Gunner who is a Member of the “Gold” Membership Scheme.

“Gold Member” means any Member of the “Gold” Membership Scheme.

“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 (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 a Season Ticket under the Terms and Conditions of Entry.

“Junior Gunner” means a Member between the ages of 4 and 16.

“Match” and **“Matches”** have the meaning given to them in clause 4.3.

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

“Member” means a member of a Membership Scheme.

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

“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.

“Premier League” means the Football Association Premier League.

“Relevant Cup Match” means any home matches in the FA Cup or a UEFA Competition played by the First Team at the Ground during the Season (including any home replays and any matches in the FA Cup or a UEFA Competition played by the First Team which are switched from another team’s ground and played at the Ground), each of which shall be designated as a Category A Match, Category B Match, Category C Match or UEFA Europa League Match (Categories EL1-4) by the Club (in its absolute discretion);

“Seat” means the seat (or seats) in the Ground to which these Terms and Conditions relates.

“Season” means the 2019-2020 football season (the season in which the Season Ticket is valid);

“Season Ticket” means the electronic entry card entitling you to admission to certain home games played by the Club at the Ground and includes any alternative card coupon or ticket issued from time to time or otherwise made available in accordance with clause 12 and any

replacement card coupon or ticket issued from time to time or otherwise made available in accordance with clause 12.

“Term” has the meaning given to it in clause 2.

“Terms and Conditions” means these terms and conditions governing the issue and use of a Season 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 at the sole discretion of the Club. 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.

“Ticket Exchange” means the Club’s authorised ticket resale facility made available by the Club from time to time, which provides an online secure service for holders of Season Tickets to exchange tickets to games played by the Club with other Members of the Club and, where permitted by the Club from time to time, other supporters of the Club.

“UEFA Competition” means the UEFA Champions League or the UEFA Europa League.

“UEFA Europa League Match” has the meaning given to it by the Club (in its sole discretion) set out at <http://www.arsenal.com/tickets/matchcategories> from time to time.

“User” means: (i) you; or (ii) any person who uses the Season Ticket in accordance with clause 6.3 or 6.4.

“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.