

## **MATCH-BY-MATCH AWAY MATCH TICKETS TERMS AND CONDITIONS 2019-2020**

### **1. Application**

- 1.1 If you are a consumer then references in these Terms and Conditions to “you” are to the individual using their Away Match Ticket for private and non-commercial purposes.
- 1.2 If you are NOT a consumer, references in these Terms and Conditions to “you” are to the business that you are binding and you confirm that you have authority to bind any business on whose behalf you are using the Away Match Ticket.

### **2. Eligibility for Away Match Tickets**

- 2.1 You are eligible to purchase an Away Match Ticket (subject to availability) if you:
  - (A) are a Platinum Member for season 2019-2020; or
  - (B) are a Gold Member for season 2019-2020;
  - (C) are a member of the Club’s Travel Club for season 2019-2020; or
  - (D) are a Silver, Red or Digital Member; and
  - (E) comply with these Terms and Conditions.

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

- 3.1 No guarantees can be given by the Club that any Away Match will take place at a particular time or on a particular date. Subject to paragraph 3.2 below, the Club will have no liability to you or any other User for any rescheduled Away Match. It is your responsibility to ascertain the date and kick-off time of any rescheduled Away Match.
- 3.2 In the event of the postponement or abandonment of the Away Match (or if the Away Match has, for any reason, to be played out of view of the public), you will be entitled to receive a full refund (including any booking and administration fee) on tickets 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. The Club will have no further, or other, liability whatsoever, including (but not limited to) any indirect or consequential loss or damage including (but not limited to) loss of enjoyment or travel or accommodation costs.
- 3.3 In order to obtain a refund on the Away Match Ticket, in accordance with paragraph 3.2 above, you must comply with such application procedures as the Club stipulates from time to time. Currently, such Away Match Tickets must be returned to the club 7 days prior to the relevant fixture taking place. A refund (excluding booking fees and subject to a cancellation fee) will only be issued on production of identification that the individual requesting the refund is the person to whom the Away Match Ticket was originally sold. For the avoidance of doubt, the final decision belongs to the Club.
- 3.4 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.

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

- 4.1 Tickets will only be posted to the Member who makes the booking. You may notify the Club of a permanent change of address but may not alter your address for a limited period of time only. This is a security measure and ensures that the tickets are dispatched to the correct person.
- 4.2 If you do not receive your ticket(s) for any relevant away match through the post it is your responsibility to contact us prior to the fixture. Our office hours are Monday to Friday, 9:30am - 5pm.

- 4.3 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, a duplicate card or ticket may be issued to the original purchaser by the Hosting Club, at the Hosting Club's discretion.
- 4.4 Subject to paragraph 4.6 below, the Away Match 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 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.
- 4.5 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.
- 4.6 In the event that you are unable to use any Away Match Ticket then you may transfer that Away Match Ticket(s) to a natural person who is known to you personally and who would be entitled (under the Terms and Conditions of Entry and otherwise, and further, in accordance with such eligibility criteria for each Away Match as determined in the sole discretion of the Club) to purchase such Away Match Ticket and attend such Away Match 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 will be subject to the Terms and Conditions of Entry which will (save for any rights to transfer under this paragraph or any rights to a refund under paragraph 3.2) apply to the transferee as if he/she were the original purchaser of the Away Match Ticket (and you must inform the transferee of this); and
  - (D) you will provide the name and address of the transferee when asked to do so by any official, steward or employee of the Club, the Hosting Club or any police officer.
- 4.7 If you are NOT a consumer, you shall indemnify the Club against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by it as a result of any breach by a User of the Terms and Conditions of Entry. In the event that the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

OR

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

- 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 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 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 Any User, acting alone or with others, whose conduct, or incitement of others, results in disciplinary action being taken against the Club, by any Football Authority and/or any relevant law enforcement authorities shall be individually and collectively responsible and liable with you to the Club for any loss the Club thereby suffers. The User shall also be individually 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 match ticket with the User's permission.

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

- 5.1 The price allocation of Away Match Tickets is determined by the Hosting Club.
- 5.2 The Club reserves the right, in its absolute discretion, to allocate and award ticket points to your membership account for relevant Away Matches.
- 5.3 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.
- 5.4 Your use of any Away Match Ticket will be subject to the Hosting Club's ground regulations and any applicable ticket terms and conditions of the Hosting Club.
- 5.5 At the Club's sole discretion, the Club may carry out individual spot checks on Away Match Tickets. If you are issued with a spot check, you will be required to collect the Away Match Ticket for the relevant Away Match from a designated collection point, which will be notified to you by the Club, on the day of the Away Match.

## **6. Termination of Membership**

- 6.1 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, or any other agreement the User has with the Club;
  - (B) is charged, cautioned or found guilty of any football related offence anywhere in the world, is ejected and/or banned from the Emirates Stadium or any other sports stadium anywhere in the world; 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 including a claim for an account of profits made from an unauthorised use of your Away Match Ticket.
- 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.

## **7. Concessions**

- 7.1 Concessionary tickets are only generally available to you if you are under 16 or over 65, as at the first away game of the season.

- 7.2 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 this Agreement.

## **8. Exclusion of Liability**

If you are NOT a consumer, the following terms shall apply:

- 8.1 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 caused by any circumstances outside the Club's reasonable control.
- 8.2 Subject to paragraph 8.1, the Club's total liability in respect of your use of any 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 amount you have paid in order to get access to the Away Match Ticket.

If you are a consumer, the following terms apply:

- 8.3 The Club only provides the Away Match Tickets for your domestic and private use and you agree not to use the Away Match Tickets 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.
- 8.4 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 caused by any circumstances outside the Club's reasonable control.
- 8.5 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 entered into a contract with the Club to purchase the Away Match Ticket.
- 8.6 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.

## **9. Miscellaneous Provisions**

- 9.1 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.
- 9.2 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 on the Website.
- 9.3 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.
- 9.4 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.

- 9.5 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.
- 9.6 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.
- 9.7 If you are a consumer, you have legal rights in relation to goods that are not fit for purpose and services that are not carried out 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.
- 9.8 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.
- 9.9 If you are a business, 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 the law of England and Wales. 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).

## 10. Definitions

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

**"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 printed paper 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, such ticket provided outside of the Club's Away Ticket Scheme.

**"Away Ticket Scheme"** means the membership scheme run by the Club for access to tickets for the Club's away games.

**"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.

**"Football Authority"** means the FA, 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 (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 being 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.

**"Terms and Conditions of Entry"** means each of the rules and regulations of FIFA, UEFA, the Football Association, the PL and the Football League; the Ground Regulations; and any conditions of issue of the Hosting Club. 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.

**"UEFA Competition"** means the UEFA Champions League or the UEFA Europa League.

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

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