



**DIAMOND CLUB TICKET TERMS AND CONDITIONS**  
**SEASON 2023-2024**

**1. Application**

- 1.1 If you are a consumer then references in these Terms and Conditions to “you” are to the individual purchasing Diamond Club Tickets from the Club for private and non-commercial purposes.
- 1.2 If you are NOT a consumer:
- (A) references in these Terms and Conditions to “you” are to the business that you have the authority to bind;
  - (B) you confirm that you have authority to bind any business on whose behalf you are purchasing the Diamond Club Tickets;
  - (C) you acknowledge that in purchasing Diamond Club Tickets you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or the Terms and Conditions of Entry. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions; and
  - (D) nothing in this section shall exclude liability for either party's fraudulent misrepresentation.
- 1.3 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 an Epidemic. 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 takes or omits to take as a consequence of any such Applicable Law or Applicable Football Regulation.

**2. Issue of Diamond Club Ticket**

- 2.1 The issue of Diamond Club Tickets 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). Without limitation, the Terms and Conditions of Entry incorporate the Premier League's Commitment Regarding Abusive and Discriminatory Conduct (the “**Commitment**”), which can be accessed via the Website at <https://www.arsenal.com/ticket-membership-terms> or via the Premier League's website at <https://www.premierleague.com/publications> or can be provided upon written request to the Club.



2.2 The Club, as selling agent for and on behalf of ASMCL, licenses you to use the Diamond Club Tickets. As a result, ASMCL will have all of the rights and obligations of the Club under these Terms and Conditions and your rights and obligations under these Terms and Conditions shall lie against ASMCL only.

2.3 Subject to your payment of the relevant Season Fee in respect of your Diamond Club Tickets, you will be entitled to use the Diamond Club Area and the seats associated with your Diamond Club Tickets for each Match during the 2023-2024 Season save as expressly provided otherwise in these Terms and Conditions.

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

3.1 By holding a Diamond Club Ticket and/or using a Diamond Club Ticket to gain access to the Ground, you certify that you have read, understood, and accepted, and agree to be bound by and comply with, the Terms and Conditions of Entry (including, without limitation, the Commitment).

3.2 Before attending a Match using a Diamond Club Ticket, you shall be responsible for undertaking a risk assessment as to whether it would be appropriate for you and any Guest(s) to attend the relevant Match. In undertaking such assessment, you should take into consideration your age, health status and clinical vulnerability and the age, health status and clinical vulnerability of your Guest(s).

3.3 All persons (including children) must have a valid Diamond Club Ticket in their possession when entering the Ground. The Club will not allow children (or any other person) to be carried through without a valid Diamond Club Ticket for the Match.

3.4 Subject to clause 2.3 above, your Diamond Club Ticket permits you to occupy the seat indicated on the Diamond Club Ticket or stated on the confirmation receipt/email of purchase (or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion or if required by the relevant Football Authority) for the relevant Match. All access to the Ground pursuant to a Diamond Club Ticket shall, subject to the terms of the Diamond Club Membership Agreement, be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).

3.5 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Diamond Club Ticket or ticket confirmation in any subsequent match or season.

3.6 Save as set out in clause 3.8 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes,



films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the PL and/or the Club.

- 3.7 Mobile telephones and other similar mobile devices are permitted within the Ground PROVIDED THAT: (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 3.8 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 3.6 above, or pursuant to clause 3.7 above, or otherwise) is hereby assigned to the PL and the Club including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the PL and/or the Club) to promptly execute all instruments and to do all things necessary to vest the right, title and interest in such rights to the PL and the Club absolutely and with full title guarantee.
- 3.9 Save for official Club merchandise and/or other football-related clothing worn in good faith, you and any Guest(s) shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials.
- 3.10 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 3.9 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 3.11 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms and Conditions of Entry (including, without limitation, the Commitment, and any requirements and/or supporter code(s) of conduct issued by the Club from time to time in the event of an Epidemic).

#### **In the event of an Epidemic**

- 3.12 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, in the event of an Epidemic to hold any Behind Closed Doors Matches during the 2023-2024 Season, you will not be entitled to attend any such Behind Closed Doors Matches however you will be entitled to a partial refund of the relevant Season Fee in respect of your Diamond Club Tickets in accordance with clause 5.2 below.
- 3.13 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, as a result of an Epidemic to hold any Reduced Capacity Matches during the 2023-2024 Season, there is no guarantee that any Diamond Club Tickets will be available and/or issued to you in respect of such Matches. The Club reserves the right to determine (in its absolute discretion)



the availability, prioritisation and allocation of tickets in respect of any Reduced Capacity Match(es). The Club may elect to allocate Diamond Club Tickets for such Matches by Ballot. Full details regarding any such Ballots, including how to enter, will be published on the Website and/or communicated to you via email. By agreeing to these Terms and Conditions, you acknowledge that:

- (A) the Club may hold a Ballot in respect of more than one Reduced Capacity Match at a time;
- (B) for any such Ballot you enter you will receive one entry per seat associated with your Diamond Club Membership;
- (C) the number of Diamond Club Tickets available in respect of any such Ballot will be determined in the Club's absolute discretion and the Club reserves the right to cancel a Ballot if it considers there are insufficient Diamond Club Tickets available to justify holding such a Ballot;
- (D) the result of a Ballot shall be entirely at the discretion of the Club whose decision in all matters relating to a Ballot shall be final;
- (E) if you are successful in relation to a Ballot you will be notified by email within five (5) days of the closing date of the relevant Ballot;
- (F) if you are allocated a Diamond Club Ticket for a Reduced Capacity Match (whether because you are successful in a Ballot or otherwise), any Diamond Club Tickets issued to you for that Match are not refundable if you and/or your Guest(s) are unable to use such Diamond Club Tickets or are unable to comply with the requirements set out in clause 3.15 below. Please note that the right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to these Terms and Conditions or any purchase of a Diamond Club Ticket under these Terms and Conditions;
- (G) payment of the relevant Season Fee to the Club gives no guarantee that any Diamond Club Tickets will be available and/or issued to you for any Reduced Capacity Matches during the 2023-2024 Season. Being allocated Diamond Club Tickets for a Reduced Capacity Match gives no guarantee that you will be allocated Diamond Club Tickets for another Reduced Capacity Match. Not being allocated Diamond Club Tickets for a Reduced Capacity Match gives no guarantee that you will be allocated Diamond Club Tickets for another Reduced Capacity Match. All rights to Diamond Club Tickets for Reduced Capacity Matches are expressly subject to availability and the Club's discretion as to the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation; and
- (H) if you are not allocated any Diamond Club Tickets in respect of a Reduced Capacity Match (whether because you are not successful in a Ballot or otherwise), you may be allocated alternative seats within an Executive Box or within Club Level and, in such circumstances, you will be entitled to a partial refund of the Season Fee in accordance with clause 5.3 below.



- 3.14 If you are not allocated any Diamond Club Tickets in respect of a Reduced Capacity Match nor any alternative seats within an Executive Box or within Club Level in respect of any such Reduced Capacity Match(es), then you will not be entitled to attend the relevant Reduced Capacity Match(es) however you will be entitled to a partial refund of the Season Fee in accordance with clause 5.2 below.
- 3.15 By holding a Diamond Club Ticket and/or using a Diamond Club Ticket to gain access to the Ground, you declare that:
- (A) if required by Applicable Law or Applicable Football Regulation in the event of an Epidemic, you and/or any Guest(s) will not attend any Match if you and/or any Guest(s) are displaying any symptoms of the relevant disease at the date of the relevant Match or are required or recommended to self-isolate or quarantine at the date of the relevant Match;
  - (B) you and any Guest(s) will comply with all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club in the event of an Epidemic, including but not limited to: (a) compliance with any required social distancing measures; (b) compliance with any requirements regarding the circulation and/or behaviour of spectators within the Ground; (c) undertaking temperature checks if required by the Club; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club ; and (e) providing photographic proof of identity if required by the Club;
  - (C) if required by Applicable Law or Applicable Football Regulation in the event of an Epidemic, you will provide names and contact details for any Guest(s) who intend to attend the relevant Match with you, to assist with any 'track and trace' requirements; and
  - (D) your Guest(s) are not prohibited from attending the Match with you by Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding an Epidemic.

#### **4. Use of Diamond Club Ticket**

- 4.1 Subject to the terms of the Diamond Club Membership Agreement, the Diamond Club Ticket (and all associated rights and benefits) is issued for your sole use and you shall not and you shall not attempt nor take preparatory steps to sell, dispose of, assign, transfer, lend or otherwise deal with the Diamond Club Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Diamond Club Ticket for any commercial purpose. The reference to selling the Diamond Club Ticket includes where, in the Club's reasonable opinion, a User: (a) offers, attempts or takes preparatory steps to sell a Diamond Club Ticket (including, without limitation, via any website or online auction site); (b) exposes, attempts or takes preparatory steps to expose a Diamond Club Ticket for sale; (c) makes, attempts, or takes preparatory steps to make a Diamond Club Ticket available for sale by another person; and (d) advertises that a Diamond Club Ticket is available for purchase.



- 4.2 You may offer for sale, sell, or resell to another Diamond Club Member the Diamond Club Ticket or any benefit of it for a Match through such mechanism for the resale, gift or transfer of Diamond Club Tickets that the Club may put in place from time to time.
- 4.3 If more than one Diamond Club Ticket is issued to you in respect of a Match, one Diamond Club 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 to accompany you to the relevant Match provided that:
- (A) such transfer does not take place in return for any payment or benefit in excess of the face value of the Diamond Club 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 (including, without limitation, the Commitment, and any requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club from time to time in the event of an Epidemic) which will (save for any rights to transfer under this clause or any rights to a refund under these Terms and Conditions) apply to and bind each Guest as if he/she/they was the original purchaser of the Diamond Club Ticket for that Match only (and you must inform the Guest(s) of this and procure that he/she/they comply with the Terms and Conditions of Entry). You will be held liable if the person to whom you transfer your Diamond Club Ticket(s) breaches the Terms and Conditions of Entry. For example and without limitation, if the Club has reasonable grounds to suspect that that any such person has sold or transferred, or attempted or taken preparatory steps to sell or transfer, your Diamond Club Ticket(s) to any third party, you and that person shall each be held liable for such breach of the Terms and Conditions of Entry.
- 4.4 If you are unable to use any Diamond Club Ticket for a particular Match, you may transfer that Diamond Club Ticket for that Match to a natural person who is known to you personally provided that:
- (A) such transfer does not take place in return for any payment or benefit in excess of the face value of a ticket to 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 will be subject to the Terms and Conditions of Entry (including, without limitation, the Commitment, and all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club from time to time in the event of an Epidemic) which will (save for any rights to transfer under this clause or any rights to a refund under these Terms and Conditions) apply to and bind each Guest as if he/she/they was the original purchaser of the Diamond Club Ticket for that Match only (and you must inform the Guest(s) of this and procure that he/she/they comply with the Terms and Conditions of Entry). You will be held liable if the person to whom you transfer your Diamond Club Ticket(s) breaches the Terms and Conditions of Entry. For



example and without limitation, if the Club has reasonable grounds to suspect that that any such person has sold or transferred, or attempted or taken preparatory steps to sell or transfer, your Diamond Club Ticket(s) to any third party, you and that person shall each be held liable for such breach of the Terms and Conditions of Entry.

- 4.5 The Diamond Club 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 If you are a business, then you shall indemnify the Club against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by the Club as a result of any breach by you of the Terms and Conditions of Entry.
- 4.7 If you are a consumer, then you are liable for all costs, charges, claims, expenses, demands and liabilities suffered or incurred by the Club as a result of any breach by you of the Terms and Conditions of Entry.
- 4.8 You shall be responsible for any breach by a User of the Terms and Conditions of Entry. If any User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.
- 4.9 The Diamond Club Ticket will remain the property of the Club at all times and must be produced together with photographic evidence of you and your Guest(s) 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 Diamond Club Ticket at any time.
- 4.10 Any Diamond Club Ticket obtained or used in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) shall be automatically void and all rights conferred or evidenced by such Diamond Club Ticket shall be nullified. Any person seeking to use a Diamond Club Ticket in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) to gain entry to the Ground or remain at the Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of the Match and/or may have his/her/their Diamond Club Ticket suspended, cancelled or withdrawn. In the event of any suspension, cancellation, or withdrawal in accordance with this clause 4.10 no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of a Diamond Club Ticket.
- 4.11 If a User's conduct, acting alone or with others, or incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, you shall be liable to the Club for any loss the Club thereby suffers.
- 4.12 The unauthorised sale or disposal of a Diamond Club 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 a Diamond Club 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 data). 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).

- 4.13 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, 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 the Terms and Conditions of Entry (including, without limitation, the Commitment). For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at [dpo@arsenal.co.uk](mailto:dpo@arsenal.co.uk).
- 4.14 All persons attending Matches acknowledge that the Matches are public events. The appearance and actions of the persons attending inside and in the perimeter of the Ground are public in nature and all persons attending agree that he/she/they shall have no expectation of privacy with regard to his/her/their actions or conduct at the Matches.
- 4.15 Further to clause 4.13 above, if such person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying him/her/them into the Ground shall be deemed to have provided consent on his/her/their behalf.
- 4.16 If a User is not 16 years old or over, his/her/their parent(s) and/or guardian(s) are also responsible for his/her/their actions, conduct and compliance with these Terms and Conditions (including, without limitation, the Commitment).
- 4.17 The minimum unaccompanied age for entry to the Diamond Club is 18 years of age.
- 4.18 If you pass away, the Club will issue your estate with a pro-rata refund of the unexpired portion of the relevant Season Fee in respect of your Diamond Club Ticket(s) (but not, for the avoidance of doubt, your original joining fee) with effect from the date on which Club is provided with a





copy of your death certificate or the Club will, if requested, transfer your Diamond Club Ticket(s) for the remainder of the Season to someone whom the Club is satisfied is a close relative of yours. In order to consider any such request the Club will require the following information: (i) a copy of the death certificate of the deceased Diamond Club member; (ii) the name, any existing membership number, address, email, contact telephone number and date of birth of the family member to which the Diamond Club Ticket(s) are to be transferred; and (iii) proof of the family relationship between the deceased Diamond Club member and the person the Diamond Club Ticket(s) are to be transferred to.

## **5. Changes to dates, refunds and exchanges**

5.1 No guarantees are given by the Club that the Match will take place at a particular time or on a particular date or at a particular spectator capacity. The Club reserves the right, without liability save as expressly provided otherwise in these Terms and Conditions, to reschedule the Match or, if necessary, play the Match out of view of the public or reduce the spectator capacity for the Match.

5.2 In respect of:

- (A) any Behind Closed Doors Matches; and/or
- (B) any Reduced Capacity Matches which you are not offered the right to attend (including, without limitation, in circumstances where you are allocated Diamond Club Tickets for that Match but the spectator capacity for that Match is subsequently reduced and your ticket(s) are cancelled by the Club),

the Club shall refund you the full price of the relevant Diamond Club Tickets, as stated in the pricing schedule notified to you by the Club, and such refund shall be credited against your membership account and may be withdrawn by you periodically during such cashback windows as notified by the Club or (if applicable), at your discretion, set-off against any renewal of your Diamond Club Tickets.

5.3 In the event that you are allocated seats within an Executive Box or within Club Level for a Reduced Capacity Match in place of your Diamond Club Tickets, the Club shall refund you the difference between the price of your Diamond Club Tickets for the relevant Match and the price of the seats allocated to you within the Executive Box or Club Level allocated to you, as stated in the pricing schedule notified to you by the Club, and such refund shall be credited against your membership account and may be withdrawn by you periodically during such cashback windows as notified by the Club or (if applicable), at your discretion, set-off against any renewal of your Diamond Club Ticket(s).

5.4 The Club does not guarantee that the team for the Match will necessarily only be selected from the Club's regular Men's First Team players. The Men's First Team manager may consider it desirable on occasions to omit regular Men's First Team players and select the team from the full playing squad.



5.5 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 contact your dedicated account manager.

**6. Any lost or stolen Diamond Club Tickets**

6.1 In order to gain admission to the Ground for a Match, the Diamond Club Ticket must be presented in its entirety.

6.2 The Club is not responsible for any Diamond Club Ticket which is forgotten, lost, stolen, defaced, damaged, or destroyed. If the Diamond Club Ticket is forgotten, lost, stolen, defaced, damaged, or destroyed, a duplicate Diamond Club Ticket may be issued to you. The Club reserves the right to require photographic proof of identity and/or withdraw this duplicate ticket facility for a Match without notice.

6.3 If your Diamond Club Ticket is lost or stolen, you must inform the Club immediately. In addition, if your Diamond Club 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 if you do not have access to your Diamond Club Ticket for that match.

**7. Cancellation and withdrawal of Diamond Club Ticket**

7.1 The Club may remove you and/or any User from the Ground if:

- (A) the Club, acting reasonably, believes you and/or any User to be the subject of a banning or other order prohibiting you and/or any User from entering the Ground or any other stadium;
- (B) the Club, acting reasonably, considers you and/or any User to be in breach of or have breached the Commitment including, without limitation, using, or have used, any rude, threatening, or abusive language or behaviour to, or in respect of, any contractor, employee or agent of the Club, or any other spectator or official (including, without limitation, any language or behaviour relating to an individual's or group's race, nationality, ethnic or national origins, gender, sexual orientation, marital status, religion, age or disability);
- (C) the Club, acting reasonably, considers you and/or any User to be in breach, be likely to breach, or have breached, any other provision of the Terms and Conditions of Entry;
- (D) the Club, acting reasonably, believes you to be behaving in such a manner as will, or is likely to, cause a hazard to safety or security, or cause any contravention by such person or the Club of (a) any laws or regulations, including the terms of any health and safety, operating or other certificate, licence, consent, permit, approval or other authorisation, applicable to such person or entity or the Ground, or (b) any restrictions imposed by the police or any other relevant authority in relation to the Match from time to time; or
- (E) you and/or any User fails or refuses to provide photographic proof of identity when



requested by any official, steward or employee of the Club or any police officer.

7.2 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 Diamond Club Ticket(s) (including any associated benefits);
- (B) exclude (indefinitely or for a period determined by the Club) a User from using and/or applying to purchase any ticket for any future Matches at the Ground;
- (C) provide the police and any other relevant authorities including FIFA, UEFA, the FA, the PL, the Football League and/or any other football clubs with relevant information,

in any of the following circumstances:

- (i) any serious or persistent breach by a User of the Terms and Conditions or the Terms and Conditions of Entry (including, without limitation, the Commitment) or the Club has reasonable grounds to suspect such breach; and/or
- (ii) the Club reasonably suspects that entry into the Ground by the User will result in a serious breach of these Terms and Conditions, the Terms and Conditions of Entry or the terms and conditions of any other Club-related scheme.

7.3 In the event of cancellation, suspension, withdrawal, refusal and/or ejection pursuant to clauses 7.1 and/or 7.2, no refund will be paid in respect of any unexpired portion of the Diamond Club Ticket or during any period of suspension.

7.4 Without prejudice to the general nature of the above, the following actions shall constitute serious breach of the Terms & Conditions of Entry by a User and shall enable the Club to exercise its rights as described in clauses 7.1, 7.2 and/or 7.3 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 Club has reasonable grounds to suspect that the unauthorised sale or transfer, or any attempt or preparatory steps in respect of the unauthorised sale or transfer, of a Diamond Club Ticket to any person has taken place;
- (E) the deliberate misuse of a Diamond Club Ticket;
- (F) the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive, sexist, racist, homophobic, transphobic or otherwise discriminatory



- (including, without limitation, any such language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability);
- (G) the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
- (H) whether at the Ground, or, travelling to a Match:
- (i) the use of foul, obscene, abusive, racist, homophobic and/or transphobic language and/or gestures or other discriminatory abuse (including, without limitation, any language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability);
  - (ii) the chanting of anything of an indecent, sexist, racist, homophobic and/or transphobic nature or other discriminatory abuse (including, without limitation, any language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability);
  - (iii) fighting, or engaging in, inciting and/or threatening violence;
- (I) any rude, disrespectful, offensive, threatening or abusive language or behaviour to, or in respect of, any contractor, employee or agent of the Club;
- (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 or any other item prohibited from time to time under the Ground Regulations;
- (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 3.6, 3.7, 3.9 or 3.10 above;
- (O) any breach of the requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club in the event of an Epidemic, including but not limited to (a) any required social distancing measures; (b) any requirements regarding the circulation and/or behaviour of spectators within the Ground; (c) undertaking temperature checks if required by the Club; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club ; and (e) providing photographic proof of identity if required by the Club;



- (P) any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment; and/or
  - (Q) 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 Diamond Club Ticket.
- 7.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 7.1, 7.2 and 7.4 have either occurred or may occur.
- 7.6 The Club will not tolerate racial, homophobic, sexist, transphobic or other discriminatory abuse in any form (including, without limitation, any language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability), whether at the Ground, elsewhere or online. The Club wants the atmosphere at the Ground to be welcoming to all who attend its games. Any User who is caught abusing a player, official or any other individual whether at the Ground, elsewhere or online you will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, the Diamond Club Ticket will be immediately withdrawn and no refund will be given. If your Diamond Club Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the PL and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.
- 7.7 The Diamond Club Ticket may be suspended, withdrawn and/or cancelled without the payment of any refund, 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, ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breach any of these Terms and Conditions (including, without limitation, the Commitment); or
  - (B) prior to or whilst the User is using the Diamond Club Ticket, the User is under investigation by the Police, charged, cautioned or found guilty of any football-related offence anywhere in the world, ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breach any of these Terms and Conditions (including, without limitation, the Commitment).
- 7.8 Without prejudice to the rights of the Club under this clause 7, the Club shall be entitled to terminate these Terms and Conditions (and cancel any Diamond Club Ticket) with immediate effect by notice in writing to you in the event that you are at any time, or any other User is, at the time he/she/they enters the Ground, subject to a banning or other order prohibiting you or him/her/them from entering the Ground or any other stadium.
- 7.9 The User must immediately surrender the Diamond Club Ticket upon request by a Club official or a police officer.
- 7.10 In the event of cancellation and withdrawal of any Diamond Club Ticket in accordance with this clause 7:



- (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 Diamond Club Ticket. The Club further reserves its right to take any legal and/or disciplinary action against you as it sees fit in connection with the matters set out in this clause 7 including a claim for an account of profits made from an unauthorised use of the Diamond Club Ticket;
- (B) the Club reserves the right to exclude you and/or any User from any Membership Scheme and/or to disqualify you and/or any User 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);
- (C) the Club reserves the right to sell the seat associated with the relevant Diamond Club Ticket to a third party immediately following the cancellation or withdrawal of the Diamond Club Ticket; and
- (D) if your Diamond Club Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the PL and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.

7.11 In the event that your Diamond Club Ticket (and the benefits and rights associated with the same) are suspended in accordance with this clause 7:

- (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 Diamond Club Ticket; and
- (B) the Club reserves the right to sell the seat associated with any relevant Diamond Club Ticket to a third party for the period of suspension of the Diamond Club Ticket.

## **8. Undertakings**

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

- (A) use the Ground in a proper and lawful manner, in accordance with Applicable Law, Applicable Football Regulation and the Terms and Conditions of Entry (including, without limitation, the Commitment) and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other spectators or visitors to the Ground or local residents) or to render void or voidable, in part or whole, any insurance maintained by the Club in respect of the Ground; and
- (B) ensure that no part of the Ground to which you or any other User may be granted is not damaged (fair wear and tear excepted).



- 8.2 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.

## **9. Security**

The Club shall take all reasonable precautions to maintain the security of the Ground between Matches but, subject to the terms of the Diamond Club Membership Agreement, it shall not be responsible in any way for the loss of, or damage to, any property of you (or any User) in the Ground (including, without limitation, any property left behind by you (or any 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.

## **10. Repairs and maintenance**

- 10.1 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 your acts or omissions.
- 10.2 If you are a consumer, you shall be responsible and liable for, and 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 have access, or any fixtures or fittings therein, resulting from any act or omission of you other than as a result of fair wear and tear.
- 10.3 If you are a business, the Club has the right to charge you for, and you agree to indemnify the Club against, the cost of repairs, maintenance, replacement or cleaning of any part of the Ground to which you have access, or any fixtures or fittings therein, resulting from any act or omission of you other than as a result of fair wear and tear.
- 10.4 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 have access, or any fixtures or fittings therein, or any adjoining property of the Club, and to suspend access to such areas of the Ground as necessary.

## **11. General**

- 11.1 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 the Website.
- 11.2 Each User acknowledges that the Club will hold and process data relating to him/her/them, which may include personal data, for administrative, health and safety, and legal purposes (including, without limitation, to assist with 'track and trace' requirements required by Applicable Law and/or Applicable Football Regulation in the event of an Epidemic). 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 sexist, racial, homophobic, transphobic or other discriminatory abuse, chanting or harassment (including, without limitation, any language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability) and with enforcing sanctions under the Commitment. We may also share your data 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.

- 11.3 The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 11.4 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.
- 11.5 These Terms and Conditions (including, without limitation, the Commitment) and the Diamond Club Membership Agreement constitute the entire agreement between the Club and you in respect of their 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.
- 11.6 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.
- 11.7 If you are a consumer, you have legal rights in relation to services 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.
- 11.8 If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and any provision of the Ground Regulations, the relevant provision of these Terms and Conditions shall apply.
- 11.9 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your use of a Diamond Club Ticket and any dispute or claim arising out of or in connection with it 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.

- 11.10 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 English law. You and we both irrevocably agree that the courts of England and Wales shall have 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).

## 12. Definitions

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

**“Applicable Football Regulation”** means in respect of any Football Authority: (i) the statutes, rules, regulations, directives, codes of practice, guidelines and equivalent for the time being of such bodies; and (ii) all promotional, marketing, and commercial agreements and arrangements concluded by each such body; in each case with which the Club and/or you and/or a User is required to comply with from time to time.

**“Applicable Law”** means all laws, statutes, regulations, edicts, byelaws, codes of conduct and guidelines, whether local, national, international, or otherwise existing to which the Club and/or you and/or any User is subject and which is relevant to the Club and/or you and/or the User’s rights or obligations under these Terms and Conditions (as the case may be).

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

**“Ballot”** means the ticket allocation process which may be applied (in the Club’s absolute discretion) for any Reduced Capacity Match(es), subject to availability (determined in the Club’s sole discretion), capacity restrictions, Applicable Law and Applicable Football Regulation;

**“Behind Closed Doors Match”** means a Match which the Club holds at the Ground without any spectators in attendance due to an Epidemic.

**“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) known as ‘COVID-19’, and/or any variations or mutations thereof.

**“Diamond Club Area”** means as defined in your Diamond Club Membership Agreement.

**“Diamond Club Member”** means the person or entity with entitlement to membership of the Diamond Club.

**“Diamond Club Membership Agreement”** means the membership agreement between the Diamond Club Member and the Club.

**“Diamond Club Ticket”** means the physical or digital entry card, ticket or pass, or any other method for entry stipulated by the Club from time to time (and/or any rights arising out of or in connection with the foregoing) for admission to a Match.

**“Epidemic”** means any epidemic or pandemic (including, without limitation, COVID) or the threat thereof.

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

**“Ground”** means Emirates Stadium, London N7 7AJ.

**“Ground Regulations”** means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are on display at the Ground and on the Website) including without limitation any guidelines and/or supporter codes of conduct issued by the Club from time to time in the event of an Epidemic.

**“Guest”** means a relative, friend, colleague and/or personal assistant to disabled supporters who would be entitled to purchase a Diamond Club Ticket under the Terms and Conditions of Entry.

**“Match”** means the homes matches at the Ground played by the Men’s First Team as specified in your Diamond Club Membership Agreement.

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

**“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.

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

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



**“Reduced Capacity Match”** means a Match which the Club holds at the Ground with reduced spectator capacity due to an Epidemic.

**“Season Fee”** means as defined in your Diamond Club Membership Agreement.

**“Terms and Conditions”** means these terms and conditions governing the issue and use of a Diamond Club Ticket.

**“Terms and Conditions of Entry”** means each of the rules and regulations of any Football Authority, the Ground Regulations, the Commitment, any requirements and/or supporter code(s) of conduct issued by the Club from time to time in the event of an Epidemic, and these Terms and Conditions, each as may be amended from time to time. Any amendments to the Terms and Conditions of Entry will be notified to you either through the respective organisation’s website, or by being put on display at the Ground and through the Website.

**“User”** means: (i) you; or (ii) any person who uses the Diamond Club Ticket in accordance with these Terms and Conditions.

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