

Appendix 2

EFL Conditions of Issue

LEAGUE CUP, LEAGUE TROPHY AND PLAY-OFF FINAL TICKETS - CONDITIONS OF ISSUE

1 Definitions

1.1 In these Conditions the following words and phrases shall have the following meanings: -

"Club Ticket" means any Ticket issued to the supporters of a club participating in any Match.

"Conditions of Issue" means these terms and conditions governing the issue and use of a Ticket.

"Ground" means the football stadium hosting any of the Matches.

"Ground Regulations" means those ground regulations issued by the relevant Ground from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are enclosed).

"Match" means all or any of the following final ties: -

- (a) The Football League Cup Final;
- (b) The Football League Trophy Final; and
- (c) The three Football League Play-off Finals (one for each of the Championship, League One and League Two Divisions).

"League Ticket" means any Ticket issued by the League for any Match.

"Ticket" means a printed paper ticket (and/or any rights arising out of or in connection with that paper ticket) for admission to a Match.

"Terms & Conditions of Entry" means: -

- (a) each of the rules and regulations of FIFA, UEFA, The Football Association, The Football Association Premier League Limited and The Football League (the 'League');
- (b) the Ground Regulations;
- (c) the Conditions of Issue; and
- (d) the ticket.

"Ticket Conditions" means the terms printed on the back of each Ticket.

2 Issue of Tickets

2.1 The issue of a Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.

2.2 Club Tickets are for the use of supporters of the Club only. By applying for a Club Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club whose name is endorsed upon that Club Ticket.

2.3 League Tickets are issued by The League for commercial contacts and/or partners of the League and are issued on a neutral basis unless specifically confirmed otherwise on the face of the Ticket. By applying for a League Ticket you warrant and represent that you are not a supporter of any particular club participating in the relevant Match.

3 Admission to the Ground

3.1 Use of a Club and/or League Ticket constitutes acceptance of the Terms & Conditions of Entry.

3.2 A Club Ticket permits you to occupy at the relevant Match (but not otherwise) the seat indicated on that Club Ticket or such other alternative seat as the League and/or Ground owner may allocate to you, acting reasonably.

3.3 A League Ticket permits you to occupy at the relevant Match (but not otherwise) the seat indicated on that League Ticket (or such other alternative seat as the League and/or Ground owner may allocate to you, acting reasonably) and you acknowledge that this seat will be in an area of the Ground designated as neutral by the relevant safety authorities unless stated otherwise on the face of the Ticket and that no club colours will be permitted within that area.

3.4 For the avoidance of doubt, any attempt to gain access to the Ground wearing the colours of a Club other than the name of any Club endorsed on the face of your Ticket may result in admission being refused and in such circumstances no refund or alternative seat will be offered.

3.5 Save as set out in clause 3.6 below, you shall not bring into (or use within) the Ground any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it, including cameras.

3.6 Mobile telephones are permitted within the Ground, provided that they are used for personal and private use only.

3.7 Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.

3.8 You shall not bring or attempt to bring into the Ground any alcoholic beverage whatsoever. Refreshment facilities will be made available inside the Ground.

3.9 You shall not offer (either free or for sale by any person) within the Ground any goods (including literature) of any nature without the express written permission of the League.

3.10 There is no re-admission if you leave the Ground.

3.11 Certain other items are prohibited inside the Ground. A full list can be found at www.wembleystadium.com. You may be searched at the Ground and refusal will result in admission being refused or ejection from the Ground.

The League and the Ground owner reserves the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry.

4 Non-transfer of Tickets

4.1 A Ticket is issued for your sole use and you shall not resell or (save as set out in clause 4.3 below) transfer any Ticket to any other person without the prior written consent of the League.

4.2 Without prejudice to the general wording set out in clause 4.1 above, no Ticket may:

- (a) be used for any promotional purpose whatsoever (including, by way of example, in any competition, auction, give-away, or as a premium);
- (b) transferred, lent or sold to any third party as part of a hospitality or travel package Unless you have the prior written consent of the League.

4.3 If more than one Club or League Ticket is issued to you those Tickets may be used only by you and the person intending to accompany you to the Match. In the event that you and/or the person intending to accompany you to the Match are unable to use any Club and/or League Ticket then: -

- (a) you may transfer the Club Ticket to a natural person that is known to you who would be entitled (under the Terms & Conditions of Entry) to purchase such Club Ticket and attend such Match PROVIDED THAT such transfer takes place in consideration of no payment or benefit in excess of the face value of the Club Ticket and such transfer

does not take place during the course of any business. Any transfer will be subject to the Terms & Conditions of Entry;

- (b) you may not transfer the League Tickets under any circumstances and these must be returned to the League. Where any League Ticket is returned not later than 5 working days prior to the date of the relevant Match you will be entitled to a full refund. Any return made after that date will only be refunded if the League is able to re-sell that Ticket.

4.4 All Tickets will remain the property of the League 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 League, Ground or any police officer. The League reserves the right to retain any Ticket at any time.

4.5 Any League or Club Ticket transferred, obtained or used in breach of the Terms & Conditions of Entry shall be void and all rights conferred or evidenced by the relevant Ticket shall be nullified. Misuse of a Ticket may result in the holder being ejected from the Ground and/or the cancellation and withdrawal of that Ticket. In the event of any cancellation and withdrawal in accordance with this clause 4.5, no refund shall be payable.

4.6 The League further reserves its right to take any legal action against any appropriate persons as it sees fit in connection with such matters.

5 Changes to Dates, Refunds & Exchanges

5.1 No guarantees can be given by the League that the Match will take place at a particular time or on a particular date. The League reserves the right to reschedule any Match without notice and without any liability whatsoever.

5.2 In the event of the postponement of a Match before kick-off you will be entitled to free admission to the re-arranged Match.

5.3 In the event of the abandonment of a Match after kick-off you will be entitled to half price admission to the re-arranged Match. **The League and/or Ground owner will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel costs.**

6 Lost, Stolen or Defaced Tickets

6.1 In order to gain admission to the Ground a League or Club Ticket must be presented in its entirety at the Match. Defaced, illegible or incomplete Tickets may be invalidated.

6.2 The League and/or Ground owner shall not be obliged to issue any replacement for a lost, stolen, illegible, defaced or destroyed League or Club Ticket.

7 Cancellation & Withdrawal of Ticket

7.1 Without prejudice to any other remedies it may have, the League shall have the right in the case of any serious or persistent breach of these Terms & Conditions of Entry to cancel and withdraw any Ticket issued to you. In the event of such cancellation you may be ejected from the Ground and no refund will be paid. By way of example, the following circumstances are considered by you and the League to constitute serious breaches of the Terms & Conditions of Entry:

- (a) smoking inside the ground, including e-cigarettes;
- (b) persistent standing in seated areas whilst the Match is in progress;
- (c) unauthorised sale or transfer of any Ticket to any person;
- (d) deliberate misuse of any Ticket;
- (e) failure to comply with all relevant statutes, safety announcements and other rules and regulations applicable whilst inside the Ground;
- (f) behaviour likely to cause injury, nuisance or annoyance to yourself or others or damage to the Ground or any part thereof;
- (g) any misrepresentation in relation to clause 2.2 or 2.3;
- (h) the supply of any misleading or incorrect information in any application; and/or
- (i) any failure to pay or default of payment in respect of any sums owing to the League (or, in respect of a Club ticket, the relevant club) in respect of any Ticket.

7.2 In the event that your Ticket is withdrawn or cancelled the League reserves the right to exclude you from applying for any Match ticket at its discretion. Your name, identifying details and/or any photographs of you (including but not limited to any material being personal and/or sensitive personal data as defined under the Data Protection Act 1998) may be passed to a club (in respect of misuse of a Club Ticket), the police and/or such other appropriate authority as the League sees fit.

8 Consent to Filming

8.1 By entering the Ground, all persons are acknowledging that photographic images and/or video recordings (and/or stills taken from video recordings) 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 or on behalf of the Club or the League (or their respective commercial partners, which term includes the relevant competition's title sponsors, any 'official partners' and other commercial partners of the League or Clubs) for marketing, training or promotional purposes. Entry into the Ground is confirmation that all persons have consented to such use of their image. If these images should feature an individual prominently the Club will make reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, then entry into the Ground shall be deemed consent unless the Club is notified in writing to the contrary.

9 Exclusion of Liability

9.1 To the maximum extent permitted by law, the League and Ground owner hereby exclude any liability for loss, injury, or damage to persons/property in or around the Ground.

10 Governing Law

10.1 These Conditions of Issue shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.