

**AWAY MATCH MEMBERS' SCREENINGS**  
**TERMS AND CONDITIONS**  
**SEASON 2020-2021**

**1. General**

- 1.1 As a result of the COVID-19 pandemic, these Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to any COVID-19 related restrictions or requirements from time to time imposed by Applicable Law and Applicable Football Regulation. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any Applicable Law or Applicable Football Regulation, the relevant Applicable Law or Applicable Football Regulation shall prevail. For the avoidance of any doubt, the Club shall not be in breach of these Terms and Conditions by virtue of any action which it takes or omits to take as a consequence of Applicable Law or Applicable Football Regulation.
- 1.2 If you are a consumer then references in these Terms and Conditions to “you” are to the individual purchasing a Ticket from the Club for private and non-commercial purposes. If you are a business, references in these Terms and Conditions to “you” are to the business that you have the authority to bind in accordance with clause 1.3.
- 1.3 If you are NOT a consumer:
- (A) you confirm that you have authority to bind any business on whose behalf you are purchasing the Ticket;
  - (B) these Terms and Conditions, the Terms and Conditions of Entry and the Ground Regulations (together the “**Agreement**”) constitute the entire agreement between you and the Club and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the Club, whether written or oral, relating to its subject matter; and
  - (C) you acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement; however nothing in this section shall exclude liability for either party's fraudulent misrepresentation.

**2. Eligibility to purchase Tickets**

- 2.1 Before any Ticket will be issued to you, you will be required to confirm that you will agree to comply with and adhere to any COVID-19-related guidance and/or code(s) of behaviour issued by the Club from time to time and that, without limitation, you shall declare that:
- (A) as at the time of purchase of the relevant Ticket, you and any of your Guest(s) are not displaying any symptoms of COVID-19 and/or are not otherwise required or recommended to self-isolate;
  - (B) you and/or any Guest(s) will not attend the relevant Screening if you and/or any Guest(s) are displaying any symptoms of COVID-19 and/or are otherwise required or recommended to self-isolate at the date of the relevant Screening;

- (C) you and any Guests will adhere to all requirements stipulated by the Club regarding COVID-19, including but not limited to (a) adherence to social distancing measures; (b) adherence to the required movements and behaviours of spectators within the Ground; and (c) undertake temperature checks where required by the Club; and
  - (D) you will provide names and contact details for any Guests for whom you are purchasing Tickets in order to assist with NHS test track and trace requirements.
- 2.2 If you do not comply with the requirements set out in clause 2.1, your Ticket(s) will be forfeited and may be made available to another eligible person for purchase.
- 2.3 Tickets are not refundable in the event that you and/or your Guests are unable to use such Tickets or are unable to comply with the requirements set out in clause 2.1 (as the case may be). Please note that the right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to these Terms or any purchase of a Ticket under these Terms.
- 2.4 By making payment to the Club in respect of a Ticket, you accept these Terms and Conditions and acknowledge that all rights to Tickets for Screenings are expressly subject to availability and/or the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation.
- 2.5 Before attempting to purchase any Ticket in accordance with these Terms and Conditions and before attending any Screening, you shall be responsible for undertaking a risk assessment as to whether it would be appropriate for you to attend the relevant Screening. In undertaking such assessment, you should take into consideration your age, health status and clinical vulnerability and, if you are seeking to purchase Tickets on behalf of other Guests, the age, health status and clinical vulnerability of those individuals.

### **3. Issue of Ticket**

- 3.1 The issue of a Ticket and subsequent access to the Ground (including, without limitation, the Club Area) 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).
- 3.2 The Club, as selling agent for and on behalf of ASMCL, licenses you to use any Tickets that are issued to you in accordance with these Terms and Conditions. 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.
- 3.3 Any Ticket(s) issued to you remains the property of the Club at all times. The Tickets may be cancelled in whole or in part by the Club at any time without providing any reason. A 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.

### **4. Admission to the Ground**

- 4.1 By purchasing and/or accepting and/or holding a Ticket and/or using a 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 and Conditions of Entry.

- 4.2 The 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 Ticket is not so validated by such control readers.
- 4.3 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 Screening.
- 4.4 All access to the Ground pursuant to a Ticket shall be for the purposes of private enjoyment of the Screening only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 4.5 Save as set out in clause 4.6 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 Screening.
- 4.6 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.
- 4.7 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 Screening 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.
- 4.8 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.
- 4.9 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 4.8 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.
- 4.10 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.

## 5. Use of Ticket

5.1 No Ticket may 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 (other than to the extent you are NOT a consumer and only for corporate hospitality which is not itself a business activity of that business) 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.

5.2 If more than one Ticket is issued to you, one 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 Ticket;
- (B) 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 7.2) apply to and bind each Guest as if he/she was the original purchaser of the Ticket (and you must inform the Guest(s) of this) and you shall procure that they shall comply with the Terms and Conditions of Entry;
- (C) you will provide the name, address and contact details of your Guest(s) when asked to do so by the Club, any official, steward or employee of the Club and/or any police officer.

5.3 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 liable for such breach.

5.4 The 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 Ticket at any time.

5.5 Any 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 Ticket shall be nullified. Any person seeking to use a Ticket in breach of the Terms and Conditions of Entry in order to gain entry to the Ground or remain at the Screening will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground and no refund shall be payable.

5.6 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 the Match using the ticket with the User's permission.

- 5.7 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 perpetuity, by way of any present or future media, for marketing, editorial, training or promotional purposes or 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.
- 5.8 All persons attending Screenings acknowledge that the Screenings 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 Screenings.
- 5.9 Further to clause 5.7 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.
- 5.10 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.

## 6. **Catering**

- 6.1 Subject to any COVID-19 related restrictions and/or requirements from time to time of Applicable Law and/or Applicable Football Regulation, the Club shall use reasonable endeavours to procure the provision (by any third party or other entity appointed by the Club, in its sole discretion, for this purpose (the "**Catering Supplier**")) of a refreshments service in the Club Area during the Relevant Times.
- 6.2 The costs of all refreshments ordered by you, other than the complimentary food and drink included within the price of your Ticket, shall be paid by you to the Catering Supplier. The Club shall provide in the Club Area, or shall procure the provision in the Club Area of, details of the costs of each of the refreshments available in the Club Area. The Club or the Catering Supplier may change the costs of any refreshments from time to time.
- 6.3 The provision of any refreshments (including, without limitation, alcoholic beverages) to any persons in the Club Area shall be subject to all legal restrictions applicable to the Club (including without limitation pursuant to any COVID-19 related restrictions and/or requirements from time to time of Applicable Law and/or Applicable Football Regulation), any other Club Group Company or the Catering Supplier (including, without limitation, all restrictions imposed by, and any regulation of, any relevant licensing or other governing body or authority) and the grant of any necessary licences.
- 6.4 The only refreshments which may be consumed in the Club Area are those supplied by the Catering Supplier pursuant to the provisions of this clause 6. You shall not, and will procure that

any other Users shall not, bring any food, drink or other refreshments into the Club Area for consumption by any person or for any other reason.

- 6.5 If you (or any other User) have any complaints in respect of the catering or refreshments service provided in the Club Area, you (or that User) should take up such complaints with the Club in the first instance.

## **7. Changes to dates and refunds**

- 7.1 No guarantees can be given by the Club that the relevant Match will take place on a particular date or that the Screening will take place at the intended capacity. The Club reserves the right without notice and, save as expressly provided otherwise in these Terms and Conditions, without any liability to reschedule the Screening or cancel your Ticket.
- 7.2 In the event of the postponement or abandonment of the Match and/or where you have been allocated a Ticket but the permitted spectator capacity for the relevant Screening is reduced following your purchase such that your Ticket for the relevant Screening is cancelled, you will be entitled to receive a full refund (including any booking and/or administration fee) on tickets purchased direct from the Club or its authorised agent or receive the equivalent ticket for the subsequent re-arranged Screening (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) for any indirect or consequential loss or damage including (but not limited to) loss of enjoyment or travel or accommodation costs.
- 7.3 In order to obtain a refund on the Ticket, in accordance with clause 7.2, a written request must be received by the Club's box office. A refund will only be issued on production of identification that the individual requesting the refund is the person to whom the Ticket was originally sold.

## **8. Any lost or stolen Tickets**

- 8.1 In order to gain admission to the Ground, the Ticket must be presented in its entirety at the Screening.
- 8.2 The Club is not responsible for any Ticket which is forgotten, lost, stolen, defaced, damaged or destroyed. If the Ticket is forgotten, lost, stolen, defaced, damaged or destroyed, a duplicate card, ticket or e-ticket may be issued to you, at the Club's discretion, upon payment by you to the Club of a non-refundable administration fee of £10.00. The Club reserves the right to require proof of identity and/or withdraw this duplicate ticket facility for the Screening.

## **9. Cancellation and withdrawal of Ticket**

- 9.1 The Club may remove you and/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;
- (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, 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 any other relevant authority in relation to the Screening from time to time; or
- (E) considers to be in breach, be likely to breach, or have breached the requirements stipulated by the Club regarding COVID-19, including but not limited to (a) adherence to social distancing measures; (b) adherence to the required movements and behaviours of spectators within the Ground; and (c) undertake temperature checks where required by the Club.

9.2 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 entitlements associated with a User's Membership;
- (B) exclude (indefinitely or for a period determined by the Club) a User from using and/or applying to purchase any future Ticket (including any associated benefits);
- (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 these 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.

9.3 In the event of such cancellation, withdrawal, refusal and/or ejection pursuant to clauses 9.1 and/or 9.2, no refund will be paid. 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 9.1 and 9.2 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) 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;

- (D) the use of foul, obscene, abusive and/or racist language and/or gestures;
- (E) the chanting of anything of an indecent or racist nature;
- (F) fighting, or engaging in and/or inciting violence;
- (G) bringing any of the following into the Ground (or using them within the Ground): 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;
- (H) entering the playing area or the seating bowl without lawful authority or excuse;
- (I) any breach of clauses 4.5, 4.6, 4.8 and/or 4.9 above; and
- (J) any breach of the requirements stipulated by the Club regarding COVID-19, including but not limited to (a) adherence to social distancing measures; (b) adherence to the required movements and behaviours of spectators within the Ground; and (c) undertaking temperature checks where required by the Club.

9.4 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 9.1, 9.2 and 9.3 have either occurred or may occur.

9.5 Without prejudice to the rights of the Club under this clause 9, the Club shall be entitled to terminate these Terms and Conditions (and cancel any 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.

9.6 The User must immediately surrender the Ticket upon request by a Club official or a police officer.

9.7 In the event that your Ticket is withdrawn or cancelled in accordance with this Clause 9:

- (A) no refund shall be payable to you and/or a User (as the case may be) in respect of any Ticket. The Club further reserves the right to take any legal and/or disciplinary action against any persons as it sees fit in connection with such matters;
- (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 re-sell any Ticket to a third party immediately following the cancellation or withdrawal of the relevant Ticket(s).

## **10. Damage, repairs and maintenance**

10.1 The Club has the right to charge you for, and if you are NOT a consumer you agree to indemnify the Club against, the cost of repairs, maintenance, replacement or cleaning of the Club Area or



any other areas 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.

- 10.2 The Club and each of its employees, agents or contractors shall have the right at any time to carry out emergency repairs to the Club Area or any other areas 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.

## **11. Security**

The Club shall not be responsible in any way for the loss of, or damage to, any property of you (or any other User) in the Club Area or in any other part of the Ground (including, without limitation, any property left behind by you (or any other User) in the Club Area after the Screening). Notwithstanding the foregoing, the Club shall be entitled to dispose of any property left behind by you or any other User in the Club Area.

## **12. Disabled Members**

- 12.1 This Clause 12 applies to you if you have a Ticket and are registered with the Club as a disabled Member.
- 12.2 You must bring your Ticket with you to the Screening. Your personal assistant must also bring their relevant Membership Card with them to the Screening.
- 12.3 You must bring a form of personal identification with you when attending the Ground.
- 12.4 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 Ticket. It may also result in criminal prosecution.
- 12.5 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](mailto:disability@arsenal.co.uk)
  - Matchday Contact Number - +44 (0) 20 7619 5003

## **13. Exclusion of liability**

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

- 13.1 The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under Applicable Law.
- 13.2 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 the Screening, caused by any circumstances outside the Club's reasonable control and/or the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation..

- 13.3 Subject to clause 13.7, the Club's total liability in respect of your use of the 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 paid by you to the Club for the Ticket.

If you are a consumer, the following terms shall apply:

- 13.4 The Club only provides you with use of the Ticket for your domestic and private use and you agree not to use the 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.
- 13.5 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 purchased the Ticket.
- 13.6 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 the Screening, caused by any circumstances outside the Club's reasonable control and/or the exercise of any discretion by the Club in respect of the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation.
- 13.7 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.

#### **14. General**

- 14.1 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.
- 14.2 Each User acknowledges that the Club will hold and process data relating to them, which may include personal data, for administrative, legal and health and safety purposes (including without limitation in order to assist with NHS test track and trace requirements). 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.
- 14.3 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.

- 14.4 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.
- 14.5 If you are NOT a consumer, this Agreement constitutes 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.
- 14.6 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.
- 14.7 You do not have a right to cancel your Ticket under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. 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.
- 14.8 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.
- 14.9 If you are NOT a consumer, these Terms and Conditions, and any contractual or non-contractual dispute or claim arising out of or in connection with them 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 in relation to any dispute or claim arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual disputes or claims).

OR

If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your use of the 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.

## **15. Definitions**

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

**“Applicable Law”** means all laws, statutes, regulations, edicts, bye-laws, 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).

**“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.

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

**“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 Area”** means the hospitality area of the Ground usually reserved for holders of club level tickets.

**“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.

**“Dress Code”** means such dress code as the Club, in its discretion, may reasonably impose from time to time and notify to you by way of notice displayed in the Ground, which dress code as at the date of these Terms and Conditions shall comprise a prohibition on the wearing of shorts, singlets and vests.

**“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 COVID-19 related guidelines and/or codes of behaviour issued by the Club from time to time.

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

**“Match”** means the relevant away match played by the Club’s men’s first XI during the 2020/21 Season as referred to on the Ticket.

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

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

Scheme and includes any alternative card coupon or physical or electronic ticket issued or otherwise made available to a Member from time to time and includes and replacement card issued or otherwise made available to a Member from time to time.

**“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.

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

**“Relevant Times”** means one (1) hour prior to the scheduled kick off time for the relevant Match and thirty (30) minutes after the final whistle for the relevant Match, or at 10pm after an 8pm fixture. The Club reserves the right to alter the foregoing times, at its discretion.

**“Screening”** means a live screening in the Club Area of the relevant Match.

**“Terms and Conditions”** means these terms and conditions governing the issue and use of a 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”** means the ticket (and/or any rights arising out of or in connection with the foregoing) for admission to see a Screening in the Club Area.

**“User”** means: (i) you; or (ii) any person who uses the Ticket in accordance with clause 5.2.

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