

TICKET EXCHANGE, TRANSFER AND DONATION

TERMS AND CONDITIONS

The Ticket Exchange, Donation and Transfer system (the "System") is hosted by Ticketmaster (the "Host" on behalf of The Arsenal Football Club Plc ("we", "our", the "Club" or "us"). It is available to anyone ("you") who wishes to buy Tickets and to Gold Level Members and Platinum Members who wish to sell Tickets. The System is also available for the transfer and donation of Tickets subject to certain restrictions. If you are a consumer then references in these terms and conditions to "you" are to the individual using the System for private and non-commercial purposes. If you are NOT a consumer, references in these terms and conditions to "you" are to the business that you have the authority to bind in accordance with paragraph 1.

These terms and conditions, together with the documents which are referenced, set out the terms upon which you may purchase, sell, donate or transfer Tickets through the System. In these terms and conditions (unless the context dictates otherwise):

"Box Holder" means the holder of a box at the Ground;

"Buyer" has the meaning given to it in paragraph 5.1;

"Gold Member" means any Member of the "Gold" Membership Scheme;

"Ground" means Emirates Stadium, London N7 7AJ;

"Ground Regulations" mean the ground regulations set by us, as available on the Website and posted around the Ground;

"Guest" means a relative, friend, colleague and/or companion to disabled supporters who would be entitled to purchase a Ticket under the Ticketing Terms;

"Invoice Date" means the date on which the invoice for payment for a season ticket for a new season is calculated by us;

"Match" means any football match taking place at the Ground in which our men's first team are competing in the Football Association Premier League, the UEFA Champions' League or The FA Cup;

"Member" means a member of a Membership Scheme;

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

"Membership Scheme" means each of our membership schemes available to fans, the terms and conditions of which are available on the Website;

"Platinum Member" means any Member of the "Platinum" Membership Scheme whose tickets are in the Club Level section of the Ground;

"Price" has the meaning given to it in paragraph 4.3;

"Regulations" means the provisions from time to time of the general safety certificate applying to the Ground, the Ground Regulations, the bye-laws, rules, regulations, orders, directions, codes of practice and other guidelines of the London Borough of Islington, the Metropolitan Police Service, the London Fire Brigade, the Footballing Licensing Authority, The FA Premier League Limited, The Football Association Limited (FA), the Federation Internationale de Football Association (FIFA), the Union des Associations Européennes de Football (UEFA), the European Commission and any other authority or organisation that has jurisdiction or authority in relation to the holding of Events from time to time;

"Seller" has the meaning given to it in paragraph 4.1;

"Seller's Account" means, for each Seller, the Seller's personal bank or building society account which the Seller has registered with us in connection with the Seller's use of the System or such other bank or building society account details of the Seller as you may notify to us from time to time;

"Seller's Amount" has the meaning given to it in paragraph 4.4;

"Seller's Balance" means, for each Seller, the aggregate sum of the Seller's Amounts held by us on behalf of that Seller that has not been transferred to that Seller or set off in accordance with paragraphs 4.11 to 4.16;

"Ticket" means a ticket to a Match which is included as part of a Seller's season ticket or, to the extent that paragraph 6 applies, a ticket to a Match which was included as part of a Seller's season ticket but no longer is included as part of the Seller's season ticket;

"Ticketing Terms" means the terms and conditions applicable to a Ticket, available on the Website.

"Transfer Request" has the meaning given to it in paragraph 4.12;

"Transferee" has the meaning given to it in paragraph 7.3;

"Transferor" has the meaning given to it in paragraph 7.1; and

"Website" means www.arsenal.com.

Please read these terms and conditions carefully before using the System. By selling, purchasing, donating or transferring a ticket using the System, you confirm that you have read and agree to be bound by these terms and conditions.

Any individual admitted to a Match will also be bound by the Regulations and the Ticketing Terms applicable to the Ticket purchased – for more information, please visit <http://www.arsenal.com/membership/tickets-information/terms-and-conditions->.

1. BUSINESS USERS

1.1 If you are NOT a consumer:

- 1.1.1 you confirm that you have authority to bind any business on whose behalf you are using the System;
- 1.1.2 these terms and conditions constitute the entire agreement between you and the Club in relation to the System and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the Club, whether written or oral, relating to the System;
- 1.1.3 you acknowledge that in using the System 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. You and us agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in these terms and conditions; and
- 1.1.4 nothing in this paragraph shall exclude liability for either party's fraudulent misrepresentation.

2. INFORMATION ABOUT US

The System is hosted by Ticketmaster and controlled by us. We are registered in England and Wales under company number 109244 and our registered office is at Highbury House, 75 Drayton Park, London N5 1BU. Our VAT number is 769406787.

3. REGISTRATION

- 3.1 In order to use the System, you must input your Arsenal membership number and password (the **"Login Details"**).
- 3.2 You must keep your password and all other confidential information linked to your use of the System secure and not disclose it to any other person. If any such information becomes known by a third party you must notify us immediately. We are not liable for any loss or damage arising from your failure to comply with your obligation under this paragraph 3.2.

3.3 Your Login Details are to be used by you only. You are wholly responsible for the use of the System by any person using your personal computer or point of presence and you are responsible for ensuring that any such person also fully complies with these terms and conditions.

3.4 By using the System, you warrant that you are legally capable of entering into binding contracts and are at least 18 years old (or a parent or guardian has entered into these terms and conditions on your behalf).

4. POSTING TICKETS FOR SALE

4.1 You may only post a Ticket for sale through the System in accordance with these terms and conditions provided that you either are:

- (a) a Gold Level Member and hold a season ticket which includes a Ticket to the relevant Match; or
- (b) a Platinum Member and hold a season ticket which includes a Ticket to the relevant Match,

provided that such Ticket is not either in the area of the Ground designated as a "Family Enclosure" or held by a person registered with Arsenal as a disabled user

(each, a "**Seller**").

4.2 Matches for which Tickets may be sold shall be determined by us in our sole discretion.

4.3 A Seller may make a Ticket available for sale generally, or may elect a particular person to whom they wish to sell their Ticket, in accordance with the terms and conditions set out herein. The price at which the Ticket may be sold will be determined by Arsenal (the "**Price**").

4.4 A Seller may post a Ticket for sale on the System by logging into the Website with their Login Details. If a Match is available for a Seller to offer their Ticket for sale, "Ticket Exchange" will appear next to the relevant Match on the ticketing page of the Website. A Seller may offer their Ticket to that Match for sale, either to users of the System generally, or to a specific person, by clicking on the relevant Match and following the instructions. The System will indicate the amount that the Seller shall receive if the Ticket is sold (the "**Seller's Amount**").

4.5 If the Ticket is sold, a contract is formed between the Buyer and the Seller. We are not a party to the contract but act as agent for the Seller.

4.6 The Seller's Amount shall be equal to 90% of the proportion of the price paid by the Seller, for their season ticket, which is attributable by the Club to that Match where the Ticket is made available for sale generally, or 96% where the Seller has nominated the person to whom they wish to sell the Ticket. The difference between the Price and the Seller's Amount shall be retained by us as an administrative charge in acting as agent (the "**Administrative Charge**").

4.7 A Seller may elect for another user of the System (the "**Elected Manager**") to manage the offering and sale of their Tickets. Once the election has been made, the Elected Manager shall act as agent for the Seller in offering and selling the Tickets of the Seller. For the avoidance of doubt, the Seller's Amount attributable to any Ticket sold by the Elected Manager on the Seller's behalf through the System shall be payable to the Seller and added to the Seller's Balance.

4.8 The time periods for which a Ticket may be offered for sale will be determined in our sole discretion. When the Seller posts a Ticket for sale through the System, the deadline by which that Ticket must be sold or the offer lapses will be indicated (the "**Deadline**"). The Seller may, however, at any time until the earlier of the Deadline and the Ticket being sold, withdraw that Ticket from sale.

4.9 If a Ticket is not sold by the Deadline, that Ticket will no longer be offered for sale through the System and the Seller may use the Ticket to attend the Match as if they had not offered the Ticket for sale.

4.10 If a Ticket is sold through the System, we shall:

- (a) send the Seller a confirmation email;

- (b) de-activate the Seller's card so that the card will not permit admittance to the Ground for that Match; and
 - (c) credit the Seller's Balance with an amount equal to the Seller's Amount.
- 4.11 If a Seller sells a Ticket through the System, once the Seller's Balance has been credited with an amount equal to the Seller's Amount, the Seller may submit a request to us to withdraw funds into the Seller's Account from the Seller's Balance by following the procedure set out at paragraph 4.12 below. If the Seller does not submit such a request, or if for any reason a request is submitted but funds are not transferred to the Seller's Account, we will hold any amounts credited to the Seller's Balance on account for the Seller. All amounts credited to the Seller's Balance on the Invoice Date will automatically be set off against any amounts the Seller owes to us for purchasing or renewing season tickets for the following season in the event that the Seller elects to pay for the new season by credit card on the Website. We shall send a cheque to each Seller for the amount credited to the Seller's Balance that has not been, or will not be, set off in accordance with the foregoing following the end of each season (on a date determined by us in our sole discretion).
- 4.12 During an allotted period during each calendar month as indicated by us on the ticketing section of the Website from time to time (the "**Withdrawal Period**") a Seller with its Seller's Balance in credit may log into the Website and submit a request to us through the System to transfer all or part of the Seller's Balance to the Seller's Account (a "**Transfer Request**").
- 4.13 All Transfer Requests must be for a minimum of ten pounds sterling (£10) and cannot be for a sum greater than the Seller's Balance at the time when the Transfer Request is received by us.
- 4.14 On receipt of a Transfer Request submitted by a Seller pursuant to paragraph 4.12, subject to the sum which is the subject of the Transfer Request being equal to or less than the Seller's Balance, we will arrange the transfer of the requested funds to the Seller's Account within a reasonable time following the end of the Withdrawal Period.
- 4.15 Once the funds have been transferred, the Seller's Balance will be updated and the Seller will be able to view the status of the transfer by logging into the Website. If for any reason the transfer is not successful (for example, if the Seller's Account details are incorrect) the System will also be updated and the Seller will be able to view the status of the transfer by logging into Website. If the transfer is not successful the Seller will have an opportunity to submit a separate Transfer Request during the next Withdrawal Period.
- 4.16 You are responsible for ensuring the accuracy and security of the Seller's Account details you have provided to us. We are not liable for any loss or damage arising from your failure to comply with your obligation under this paragraph 4.16. By submitting a Transfer Request you are thereby authorising us to transfer the relevant funds held by us on your behalf to the Seller's Account.
- 4.17 You shall be responsible for any breach of these terms and conditions and/or the Ticketing Terms by any person to whom you sell any Ticket through the System that is designated by you under paragraphs 4.3 or 4.4 of these terms and conditions. In the event that any such person breaches any of these terms and conditions and/or the Ticketing Terms, you and that person shall each be held liable for such breach.
- 4.18 PLEASE NOTE that posting a Ticket for sale through the System does not guarantee that the Ticket will be sold.

5. BUYING A TICKET

- 5.1 Anyone registered to use the Website may purchase Tickets (each, a "**Buyer**") by logging into the Website. We make no representation that Tickets will be available through the System. If a Ticket is available for a Match, a Buyer may purchase that Ticket for the Price (which will be indicated on the Website), and by following the instructions on the Website. Any purchase of a Ticket through the System can be paid for by credit or debit card and the Buyer's credit or debit card will be charged upon our confirmation of the Buyer's purchase by email. All payments must be received in fully cleared funds. A Buyer may not purchase more than four Tickets for a particular Match without our prior consent. Where a Buyer is purchasing more than one Ticket, each intended recipient of a Ticket will also need to be registered to use the Website.

- 5.2 In the event that the Buyer purchases a Ticket using the System, the Buyer forms a contract with the Seller, with us acting as agent of the Seller. The Buyer shall pay the Price to us (acting as agent of the Seller).
- 5.3 Tickets purchased by a Buyer will be made available in accordance with the Ticketing Terms. Any purchase of a Ticket by a Buyer is deemed acceptance of those Ticketing Terms. To the extent that a Buyer has a Membership Card which is not otherwise being used for that Match, and the Ticket is purchased prior to the tickets for the relevant Match being made available for general sale, that Membership Card will be activated to permit admittance to the Ground for one of the Tickets purchased.
- 5.4 If a Ticket is purchased after the tickets for the relevant Match have been made available for general sale, or if the Buyer does not have a Membership Card, an administrative fee will be added to the Price. The Buyer will be informed of the applicable method of ticket delivery at the point of purchase.
- 5.5 No refund is available to any Buyer once a purchase has completed in accordance with the terms of this paragraph 5.
- 5.6 The Price is inclusive of VAT (unless otherwise stated). The Price is liable to change at any time, but changes will not affect any Ticket purchases for which you have already paid.
- 5.7 If any compulsory credit card, debit card or other payment processing charges apply, we shall notify the Buyer of the same prior to booking and such amount shall be added to the Price.
- 5.8 The Price will be as quoted on the Website, except in cases of obvious error. Whilst we try to ensure that the Price and other information on the Website is correct at all times, errors may occasionally occur. If we discover an error in the Price or nature of the Ticket the Buyer has purchased, we will inform the Buyer as soon as possible, and give the Buyer the option of reconfirming their purchase at the correct price/specification or cancelling it. If we are unable to contact the Buyer within a reasonable period, we will unfortunately have to treat the purchase as cancelled. If the purchase is cancelled, we will provide the Buyer with a full refund.
- 5.9 PLEASE NOTE that no Ticket purchased by a Buyer may be subsequently sold, offered for sale, gifted or otherwise transferred by such Buyer (or a third party) to any other person or body corporate, save that in the event that the Buyer purchases more than one Ticket for a Match then one Ticket must be retained by the Buyer for personal use 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 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 Ticketing Terms which will (save for any rights to sell, offer for sale, gift or transfer that Ticket) apply to and bind each Guest as if he/she was the original purchaser of the Ticket for that Match only (and the Buyer must inform the Guest of this);
 - (d) the Buyer will provide the name and address of the Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer; and
 - (e) the Guest(s) shall not be entitled to sell, offer for sale, gift or transfer the ticket they are using to any other person.

6. TICKET FALLING OUTSIDE OF SEASON TICKET ALLOWANCE

- 6.1 In the event that a Ticket which has been sold pursuant to the terms of paragraphs 4 and 5 is in relation to a Match that subsequently falls outside of the Seller's season ticket allocation, then from the date of that re-allocation:
- (a) in relation to the Seller:

- (i) the Seller will be deemed to have "opted out" from the option to acquire a ticket for that Match pursuant to the Seller's Ticketing Terms;
 - (ii) we shall de-activate the Seller's card so that the card will not permit admittance to the Ground for that Match;
 - (iii) the sale of the Ticket to the Buyer pursuant to these terms and conditions shall be deemed null and void; and
 - (iv) the Seller's Amount shall be debited from the Seller's Account and we shall retain such amount for our own account; and
- (b) in relation to the Buyer:
- (i) the purchase of the Ticket from the Seller pursuant to these terms and conditions shall be deemed null and void;
 - (ii) the Buyer shall be deemed to have purchased the Ticket directly from us;
 - (iii) the Price shall be deemed to have been paid directly to the Club as principal as consideration for the purchase of the Ticket;
 - (iv) where the Buyer has a Membership Card which is not otherwise being used for that Match, and the Ticket is transferred prior to the Tickets for the relevant Match being made available for general sale, that Membership Card will be activated to permit the admittance to the Ground for one of the Tickets transferred. Where the above circumstances do not apply, the Buyer will be sent the Ticket by either post or email; and
 - (v) the Ticket will be made available in accordance with the Ticketing Terms. Acceptance of the Ticket is deemed accepted of those Ticketing Terms and, save as set out in this paragraph 6.1, the terms governing the relationship between us and the Buyer shall be the Ticketing Terms.

7. TICKET TRANSFER

- 7.1 You may transfer a Ticket through the System in accordance with these terms and conditions if you either are:
- (a) a Gold Level Member and hold a season ticket which includes a Ticket to the relevant Match; or
 - (b) a Platinum Member and hold a season ticket which includes a Ticket to the relevant Match; or
 - (c) a Box Holder with a Ticket to the relevant Match;
- provided that, in the case of (a) or (b) above, such Ticket is not either in the area of the Ground designated as the "Family Enclosure" or held by a person registered with Arsenal as a disabled user
- (each, a "**Transferor**").
- 7.2 Matches for which Tickets may be transferred, and the classes of Tickets that may be transferred for any Match, shall be determined by us in our sole discretion.
- 7.3 A Transferor must elect a particular person to whom they wish to transfer their Ticket (the "**Transferee**").
- 7.4 A Transferor may transfer a Ticket on the System by logging into the Website. If a Match is available for a Transferor to transfer their Ticket, this option will appear next to the relevant Match on the 'My Ticket' page of the Transferor's account. A Transferor may offer their Ticket to that Match to a specific person, by clicking on the relevant Match and following the instructions. The Transferor may specify how long the Transferee has to accept or decline the offer.
- 7.5 If the offer of the transfer of the Ticket is accepted, a contract is formed between the Transferee and the Transferor. We are not a party to the contract but act as agent for the Transferor.

- 7.6 A Box Holder or a Platinum Member may transfer his Ticket to any person.
- 7.7 A Gold Level member may transfer his Ticket only to another Arsenal Member and only at a time when the tickets for the relevant Match are available to the Membership group to which the Transferee belongs, i.e. if the Transferee is a Red Member, the Transferor may only transfer his Ticket to the Transferee after tickets for the relevant Match have been made available to Red Members or have subsequently been made available for general sale.
- 7.8 Where the Ticket being transferred is for a box, no fee will be payable in relation to the transfer. Where the Ticket being transferred is for Club Level or General Admission, an administrative fee may be payable by the Transferee if the Ticket is transferred after tickets for the relevant Match have been made available for general sale, or if the Transferee does not have a Membership Card. The Transferee will be informed of the applicable method of ticket delivery at the point of transfer. Where the Ticket being transferred is for General Admission, the Transferor will also be required to pay a small administrative fee, which will be payable whether or not the offer of transfer is accepted by the Transferee.
- 7.9 A Transferor may elect for another user of the Website (the "**Elected Manager**") to manage the offering and transfer of their Tickets. Election shall be made by following the instructions on the Website. Once the election has been made, the Elected Manager shall act as agent for the Transferor in offering and transferring the Tickets of the Transferor.
- 7.10 The time periods for which a Ticket may be offered for transfer will be determined in our sole discretion. When the Transferor offers a Ticket for transfer through the System, the deadline by which the offer must be accepted or the offer lapses will be indicated (the "**Transfer Deadline**"). The Transferor may, however, at any time until the earlier of the Transfer Deadline and the Ticket being transferred, withdraw their offer.
- 7.11 If an offer for transfer of a Ticket is not accepted by the Transfer Deadline, that Ticket will no longer be offered for transfer through the System and the Transferor may use the Ticket to attend the Match as if they had not offered the Ticket for transfer.
- 7.12 If a Ticket is transferred through the System, we shall:
- send the Transferor and the Transferee a confirmation email;
 - de-activate the Transferor's card so that the card will not permit admittance to the Ground for that Match; and
 - send the Transferee a separate email containing a print-at-home ticket. The Transferee must print this ticket and bring it to the relevant Match in order to gain admittance to the Ground. In exceptional circumstances (such as if it is not possible to email a print-at-home ticket to the Transferee) we may send the Transferee a paper ticket by post.
- 7.13 Tickets accepted by a Transferee will be made available in accordance with the Ticketing Terms. Any acceptance of a Ticket by a Transferee is deemed acceptance of those Ticketing Terms.
- 7.14 You shall be responsible for any breach of these terms and conditions and/or the Ticketing Terms by a Transferee to whom you transfer any Ticket through the System. In the event that any such Transferee breaches any of these terms and conditions and/or the Ticketing Terms, you and that person shall each be held liable for such breach.
- 7.15 PLEASE NOTE that no Ticket transferred to a Transferee may be subsequently sold, offered for sale, gifted or otherwise transferred by such Transferee (or a third party) to any other person or body corporate, save that in the event that the Transferee is transferred more than one Ticket for a Match then one Ticket must be retained by the Transferee for personal use and the remainder may be transferred to a Guest(s) for his/her/their personal use only provided that:
- such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket for that Match;
 - 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 Ticketing Terms which will (save for any rights to sell, offer for sale, gift or transfer that Ticket) apply to and bind each Guest as if he/she was the original purchaser of the Ticket for that Match only (and the Transferee must inform the Guest of this);
- (d) the Transferee will provide the name and address of the Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer; and
- (e) the Guest(s) shall not be entitled to sell, offer for sale, gift or transfer the Ticket they are using to any other person.

8. TICKET DONATION

- 8.1 You may only donate a Ticket through the System in accordance with these terms and conditions provided that you are either:
 - (a) a Gold Level Member and hold a season ticket which includes a Ticket to the relevant Match; or
 - (b) a Platinum Member and hold a season ticket which includes a Ticket to the relevant Match
 provided that such Ticket is not in the area of the Ground designated as a "Family Enclosure" or held by a person registered with Arsenal as a disabled user
 (each, a "**Donor**").
- 8.3 The Club may in its sole discretion:
 - (a) determine the Matches for which Tickets may be donated;
 - (b) determine the periods of time during which Tickets may be donated in respect of a Match; and
 - (c) limit the total number of Tickets that may be donated for a Match.
- 8.4 A Donor may donate a Ticket on the System by logging into the Website with their Login Details. If a Match is available for a Donor to donate their Ticket, the option "Donate" will appear next to the relevant Match on the ticketing page of the Website. A Donor may donate their Ticket for that Match by clicking on the relevant Match on the ticketing page of the Website and following the instructions.
- 8.5 In the event that a Donor successfully donates a Ticket or Tickets through the System, the Club will ensure that the Ticket(s) are issued to its associated charities. Once a Donor has successfully donated a Ticket through the System, the Donor will irrevocably give up all rights in respect of that Ticket. For the avoidance of any doubt, the Donor will not be able to take the Ticket back once it has been donated through the System and will not receive payment of any money in respect of the donated Ticket(s).
- 8.6 A Donor may elect an Elected Manager to manage the donation of his Tickets through the System. Once the Donor has made his election, the Elected Manager shall act as an agent for the Donor and can donate the Tickets on the Donor's behalf.

9. LIABILITY

- 9.1 If you are a consumer:
 - 9.1.1 we only provide you with access to the System for your domestic and private use and you agree not to use the System for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;
 - 9.1.2 if we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our

breach or if it was contemplated by you and us at the time that you request to buy, sell or transfer a Ticket using the System; and

- 9.1.3 subject to paragraph 9.4, our total liability in respect of the System 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 or received by you pursuant to the System as at the relevant date.

9.2 If you are not a consumer:

- 9.2.1 we shall not be liable to you, whether in contact, tort or otherwise, for any indirect, special or consequential loss or damage, or for any (whether direct or indirect) loss of profit, revenue, business, contracts or opportunity. Our aggregate liability to you in connection with the use of the System, whether in contract, tort or otherwise, including negligence, shall not exceed the amount paid or received by you pursuant to the System as at the relevant date. In particular, we shall not be responsible for, nor shall be liable to you in respect of, any loss or damage whatsoever and howsoever suffered by you or any other person in the event of:

- a. any damage or destruction to the seat related to the Ticket or the relevant part of the Ground (or any or all part(s) thereof) whether or not by a cause against which we are from time to time insured; or
- b. the cancellation, suspension, postponement, rescheduling or relocation of any Match; and

- 9.2.2 you shall indemnify us and keep us indemnified (on an after-tax basis) from and against all losses, costs, liabilities, claims or damages which we incur or suffer as a result of any breach of these terms and conditions or any act or omission of you including for the cost of any damage to our property or facilities (including the cost of repairs, maintenance, replacement or cleaning of the executive boxes, hospitality areas, car parking facilities or any other areas 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).

- 9.3 Without prejudice to the above paragraphs 9.1 and 9.2, we shall not be in breach of, or deemed to be in breach of, any provision of these terms and conditions if we fail to perform in whatever manner, any of our obligations under these terms and conditions by reason of any fact, matter or circumstance which is beyond our reasonable control, nor shall we be in breach of these terms and conditions by reason of compliance with the Regulations.

- 9.4 Notwithstanding any provision in the Agreement, we do not seek to exclude or limit our liability (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by our negligence or the negligence of any of our officers, employees or agents; (c) under section 2(3) of the Consumer Protection Act 1987; (d) section 57 of the Consumer Rights Act 2015; or (e) for any other matter for which it is not possible to exclude or limit liability by law.

10. DISCLAIMER OF WARRANTIES

- 10.1 If you are not a consumer, we provide you with access to the System on an "as is" basis and make no representations or warranties of any kind with respect to the System or its content including (without limitation) implied warranties as to completeness, accuracy, satisfactory quality and fitness for a particular purpose, except to the extent required by law.

- 10.2 If you are not a consumer, we do not warrant that the System will meet your particular requirements or that it will be uninterrupted, timely, secure or error-free, nor do we make any warranty as to results or the accuracy of any information obtained by you through the System, except to the extent required by law.

11. CANCELLATION OF A MATCH

We give no guarantees that any Match will take place at a particular time or on a particular date. We reserve the right to reschedule any Match without notice and without any liability whatsoever. It is your responsibility to ascertain the date and start time of any rescheduled Match.

12. SUSPENSION AND TERMINATION

- 12.1 We may suspend, terminate or refuse to grant you access to the System (or any part of the Website) at any time in our absolute discretion. Circumstances in which we are likely to exercise our discretion include, without limitation, if:
- (a) your use of the System is considered abusive, excessive, or against the interests of other users, or in breach of these terms and conditions;
 - (b) we reasonably believe that you have searched for, reserved, bought or otherwise obtained Tickets via the System using any automated software or computer system (including sending information from your computer to another computer where such software or system is active);
 - (c) we have reasonable grounds to suspect that you have searched for, reserved, bought or otherwise obtained Tickets with the intention of selling or transferring any such Tickets in breach of these terms and conditions;
 - (d) to the extent you are a Member, your Membership expires or is terminated for any reason; or
 - (e) a competent regulatory authority requires all or any part of the System to be suspended or terminated.

- 12.2 The use of any automated software or computer system to search for, reserve, buy or otherwise obtain Tickets via the System may amount to a criminal offence under the Computer Misuse Act 1990 and we reserve the right to inform the police if we reasonably believe that a Ticket has been purchased using such software.

13. MAINTENANCE OF THE SYSTEM

From time to time, the System may be closed down in order for work to be carried out relating to the upgrading or maintenance of the System or necessary for the provision of the System. We shall endeavour to ensure that such works are carried out as expeditiously as is possible in the circumstances.

14. CONTACTING US

- 14.1 If you have a query about a purchase, please contact us through the Website.
- 14.2 All legal notices given by you to us must be given to The Arsenal Football Club Plc at legalnotices@arsenal.co.uk or Legal Department, Arsenal Football Club, 75 Drayton Park, Highbury House, London N5 1BU. Notices will be deemed received and properly served 24 hours after an e-mail is sent, or 3 days after the date of posting of any letter.

15. TRANSFER OF RIGHTS AND OBLIGATIONS AND RESALE

- 15.1 The services provided by us through the System and your rights and obligations under these terms and conditions are for the sole use of you and you shall not sell, assign, transfer or otherwise dispose of such services (or any of your benefits, rights or obligations arising under these terms and conditions) to any other person without our express prior written consent.
- 15.2 We may transfer, assign, charge, sub-contract or otherwise dispose of these terms and conditions, or any of our rights or obligations arising under them, at any time.

16. DATA PROTECTION

We refer you to our Privacy Policy terms and conditions for more information on our privacy policies and use of personal data. The Privacy Policy terms and conditions in force from time to time are incorporated into these Terms and Conditions.

17. MISCELLANEOUS

- 17.1 No waiver by us of any part of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you by notice in writing. If we fail to exercise or enforce any right under these terms and conditions such failure will not be deemed to be a waiver of that right nor will it prevent us from exercising or enforcing that right on a later occasion.

- 17.2 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 17.3 We reserve the right to vary and/or update these terms and conditions from time to time without notifying you. Updated terms and conditions will be posted on the Website and can be viewed by you at any time. We recommend that you access the Website regularly to ensure that you are aware of any changes. Changes to the terms and conditions will be deemed to have been accepted by you if you continue to use the System after a period of one week from the date the updated terms and conditions are posted on the Website.
- 17.4 These terms and conditions, the Ticketing Terms, the Ground Regulations and any other documents expressly referred to in the foregoing represent the entire agreement between you and us in relation to the subject matter of these terms and conditions and supersede any prior agreement, understanding or arrangement between us and you, whether oral or in writing.
- 17.5 If you are a consumer, you have legal rights in relation to System 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.

18. COMPLIANCE WITH LAWS

By using the System you agree to comply with all applicable laws and regulations and any guidelines that the Club may issue from time to time. Your use of the System is strictly subject to your compliance with this paragraph 18.

19. LAW AND JURISDICTION

- 19.1 If you are a consumer, please note that these terms and conditions are governed by English law. This means that your use of the System and any dispute or claim arising out of or in connection with the System 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.
- 19.2 If you are a business, these terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. You and we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims).