

Home Ticket Terms & Conditions 2013/14

Manchester City Football Club Limited

Home Ticket Terms and Conditions

The following terms and conditions (the "Home Ticket T&Cs") apply to all purchases of Tickets (as defined below). Before purchasing a Ticket, please ensure that you have read these Home Ticket T&Cs carefully. By purchasing a Ticket, you acknowledge that you have read, understood and agree to be bound by these Home Ticket T&Cs.

1. Definitions and Interpretation

In these Home Ticket T&Cs the following words and phrases shall have the following meanings (unless stated otherwise):

"Address" the addresses of Purchasers and Guests provided to the Club upon application for the

purchase of Tickets, or such other addresses as may be notified by Purchasers or

Guests to the Club in accordance with condition 9 below;

"Away Fans" supporters of the Visiting Club;

"Away Section" the section of the Ground which is designated for use by Away Fans from time to time

at each Match;

"Club" Manchester City Football Club Limited (company registration number 00040946)

whose registered office is at the Ground;

"Conditions of Entry" the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier

League, the Football League, and the Ground Regulations;

"Cup Competition" each of the League Cup, the FA Cup and the UEFA Competitions (Europa Cup and

Champions League);

"Cup Match" any match in a Cup Competition in which the Team participates during the Season;

"Entry Materials" means paper tickets, access cards and any other documents required for entry to the

Ground for the relevant Match;

"Family Stand" the area of seating at the Ground which is designated as a 'family friendly' area;

"Force Majeure Event" any circumstances outside the reasonable control of the Club including, without

limitation, acts or threatened acts of terrorism, strikes, lockouts, industrial disputes or other restraints or stoppages of labour, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule or direction, rules or instructions of any regulatory body (including, without limitation, FIFA, UEFA, The FA, the Premier League and the Football League), inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood

or storm;

"Ground" the Etihad Stadium, Etihad Campus, Manchester M11 3FF;

"Ground Regulations" the 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, a copy of

which is available on the Website;

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"Guest" a natural person who is a guest of a Purchaser and is permitted to use a Ticket bought

by a Purchaser in accordance with condition 5 below;

"Home Fans" supporters of the Club;

"Home Section" the area of seating at the Ground which is designated for use by Home Fans at each

Match;

"Loyalty Points" loyalty points awarded by the Club to Purchasers under the Club's loyalty point

scheme in place from time to time;

"Match" any Premier League Match or Cup Match or friendly match played by the Team at the

Ground;

"Premier League Match" any match played by the Team in the Barclays English Premier League during the

Season;

"Purchaser" a person purchasing any number of Tickets;

"Season" 1 June 2013 to 31 May 2014;

"Team" the Club's men's first team squad;

"Ticket" a ticket for a Match;

"Visiting Club" the football club playing against the Club in the relevant Match; and

"Website" the Club's website found at the URL www.mcfc.co.uk.

2. Purchase and Payment

- 2.1. Tickets in the Home Section are available for purchase by Home Fans only. Tickets in the Away Section are available for purchase by Away Fans only. Tickets are sold subject to the sales criteria applicable to each Match which shall be published on the Website in advance of each Match. By applying to purchase one or a number of Tickets and / or using Entry Materials to gain entry to the Ground for a Match, you hereby warrant and represent that you are:
 - a. a Home Fan if the seat purchased under your Ticket is located in the Home Section; or
 - b. an Away Fan if the seat purchased under your Ticket is located in the Away Section.
- 2.2. By applying to purchase one or a number of Tickets, you are making an offer to the Club. A contract for the supply of a Ticket and any associated benefits shall be created when the required payment has been received (which, for the avoidance of doubt, means when cleared funds are received) by the Club and the Club has issued Entry Materials.
- 2.3. Purchasers may purchase Tickets by using any of the following purchase methods:
 - a. via the Website;
 - b. over the telephone by calling 0161 444 1894*; or
 - c. in person at the ticket office at the Ground.

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- * a booking fee of £2.50 (including VAT) will apply to the purchase of each individual Ticket which is purchased by telephone.
- 2.4. The price payable for each Ticket shall be as set out on the Website or as otherwise notified by the Club from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT.
- 2.5. The sale of Tickets is subject to the Purchaser providing the Club with full payment of the relevant price at the time of booking. Purchasers who provide the Club with debit or credit card payment details authorise the Club to use those details to fulfil payment of the price and other fees attributable to the relevant Ticket(s).
- 2.6. The Club only accepts payments made by:
 - a. cheque made payable to "Manchester City Football Club Limited" (for Tickets purchased at the ticket office only);
 - b. cash in pound sterling (for Tickets purchased at the ticket office only);
 - c. valid credit card;
 - d. valid Visa debit card; or
 - e. valid Mastercard debit card.
- 2.7. If the payment method or details are declined when the Club attempts to retrieve payment for any Tickets or any other associated fees:
 - the Club will use reasonable endeavours to contact the Purchaser (using the contact details provided by the Purchaser to the Club in their application) to arrange payment;
 - b. the Ground's access control system will not permit the holder(s) of the affected Tickets entry to the relevant Match(es) until sufficient payment is received;
 - c. the affected Tickets may be cancelled if the Club is not successful in contacting the Purchaser having made reasonable attempts to do so and the Purchaser has not contacted the Club; and
 - d. the Purchaser will be liable to the Club for any bank, other administrative charges and / or expenses incurred by the Club as a result of the Purchaser's breach of this condition 2.7.
- 2.8. The Club always tries to ensure that pricing and ticketing information provided by the Club (including but not limited to, via the website, on any literature or by a sales representative) is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to any Ticket which has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Club will then provide the Purchaser with the option of reconfirming the order at the correct price/product description or cancelling the order. If the Club is unable to contact the Purchaser having made reasonable attempts to do so, the Club will treat the order as cancelled. If the order is cancelled or treated as cancelled, the Club will provide a full refund to the Purchaser using the payment details provided (including any booking fees incurred). If valid payment details have not been provided, no further action will be taken by the Club. If original payment was provided by cheque, a cheque for the requisite amount will be sent by the Club to the Purchaser's Address as soon as reasonably practicable.
- 2.9. Once purchased, a Purchaser shall not be entitled to cancel or change their Ticket(s), save that a concessionary Ticket can be upgraded subject to an additional fee being paid. Such an upgrade can be arranged by contacting Supporter Services on 0161 444 1894 no later than 24 hours before the Match kick-off time or in person at the Club's ticket office at the Ground prior to the Match kick-off.

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- 2.10. Tickets for seats in the Family Stand may only be purchased where at least one Guest is under the age of 16, with a maximum of three Tickets for persons aged 16 and over being purchased per under-16 Ticket. An under-16 Ticket in the Family Stand can be upgraded in line with condition 2.9 above so long as the conditions in condition 5.3 below are met.
- 2.11. A child aged under 5 may enter the Ground for free without a Ticket if accompanied by an adult aged 18 or over, but in such an event, no seat shall be provided for that child.
- 2.12. Subject to condition 2.11, a child aged under 14 may not enter the Ground unless accompanied by an adult aged 18 or over, and that child must be in possession of a valid Ticket for the Match they are attending.
- 2.13. Children aged 14 or 15 may buy a Ticket without the need for an accompanying adult. Only one ticket for a child aged 14 or 15 may be purchased in a single transaction under this condition 2.13 unless at least one adult Ticket for a person aged 18 or over is also purchased in that transaction.
- 2.14. The Club will provide a Purchaser with a full refund in respect of any Ticket, provided that the Ticket is cancelled / returned no later than 7 days before the date of the relevant Match. A refund will only be issued on production of satisfactory identification that the individual requesting the refund is the Purchaser.

3. <u>Dispatch of Entry Materials</u>

Entry Materials shall be sent to Purchasers and / or activated once an application to purchase Tickets has been accepted and full cleared payment has been received by the Club. The Club shall not have any liability to any Purchaser or Guest for any non-delivery or late delivery of any Entry Materials, documents or other materials (including cheques issued under condition 2.8) dispatched by the Club to the Purchaser and/or Guest resulting from the actions, omissions, malfunctions or interruptions of any postal services or incomplete or inaccurate personal details or Addresses provided to the Club. Should any such items purchased not arrive in the post before seven (7) days before the relevant Match, the Purchaser should contact the Club immediately and such items shall be reissued at no extra charge.

4. <u>Lost, stolen and damaged Tickets / Entry Materials</u>

- 4.1. In order to gain admission to the Ground, the Entry Materials must be presented in their entirety. The Club shall not be obliged to admit any Purchaser or Guest who forgets their Entry Materials in respect of any Match nor shall it be obliged to issue any other form of Ticket or Entry Materials for that Match.
- 4.2. The Club is not responsible for any Entry Materials / Tickets which are lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Entry Materials / Tickets or ticket may be provided to the Purchaser at the Club's absolute discretion, and may be subject to a reasonable non-refundable administration fee to be paid by the Purchaser or Guest prior to the issue of each duplicate Entry Materials / Tickets.
- 4.3. For the purposes of condition 4.2 above, whether Entry Materials / Tickets are damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion. Purchasers and their Guests are advised to read any care information stated on Entry Materials (including but not limited to instructions advising against creasing, bending, folding, stapling or washing Entry Materials) and the Club accepts no liability for any damage to any Entry Materials caused by a failure to comply with such care instructions notified to the Purchaser / Guest.

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5. <u>Transfer of Tickets and Cessation of Rights</u>

- 5.1. Subject to conditions 5.2 and 5.3 below, each Ticket is issued for the sole use of the Purchaser and Purchasers shall not sell, assign or transfer their Tickets to any other person without the prior written consent of the Club. The reference to selling a Ticket includes offering to sell a Ticket (including, without limitation, via any online auction website), exposing a Ticket for sale, making a Ticket available for sale by another and advertising that a Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Ticket may not be offered as a prize in any promotion or competition; transferred, lent or sold to any third party as part of a hospitality or travel package; given to a third party who agrees to buy some other goods or services; or used for any other commercial purpose (all save as expressly authorised by the Premier League, Football Association, Football League, FIFA, UEFA or the Club as applicable). Tickets may only be purchased through the Ticket Exchange operated by the Club in conjunction with Viagogo by members of the Club's Superbia, Platinum and Gold Seasoncards and Blue Membership schemes. Please see the Seasoncard T&CS and the Membership T&Cs on the Website for further information.
- 5.2. If a Purchaser purchases a Ticket on behalf of a Guest, the transfer of the Ticket to that person will be subject to the following conditions:
 - a. such transfer must not be made in the course of business or for the purpose of facilitating any third party's business;
 - b. the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket:
 - c. the Purchaser must purchase and retain a Ticket for his own personal use;
 - d. the Purchaser must notify the Club in writing of the personal contact details (including the Address) of the Guest; and
 - e. such transfer must not breach condition 2.1 above.

The Guest shall adhere to and be bound by these Home Ticket T&Cs and the Conditions of Entry and it is the responsibility of the Purchaser to inform the Guest of these requirements.

- 5.3. Tickets are for the use of the Purchaser / Guest for which they were bought only and are not transferable, save that, if a Purchaser is unable to attend a Match that Purchaser may allow a Guest to use their Ticket for the purpose of allowing that Guest to attend such Match provided that:
 - a. such transfer must not be made in the course of business or for the purpose of facilitating any third party's business;
 - b. the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket; and
 - c. such transfer must not breach condition 2.1 above.

The Guest shall adhere to the Conditions of Entry which shall bind the Guest as if they were the original intended user of that Ticket. It is the responsibility of the Purchaser of the Ticket to inform the Guest that they shall be subject to Conditions of Entry.

- 5.4. Subject to conditions 5.2 and 5.3 above, all rights with respect to Tickets are personal to the Purchaser / Guest and shall cease upon the death of the Purchaser / Guest.
- 5.5. Purchasers shall provide their name and address and those of any Guest(s) when asked to do so by any official, steward or employee of the Club and / or any police officer.

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6. Exclusion of Liability

- 6.1. The Club is unable to give any guarantees that any particular Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. In the event of the postponement or abandonment of a Match, Purchasers shall be entitled to a full refund (including any booking and / or administration fee) or to attend any such re-arranged Match if they were entitled to attend the original Match. In order to obtain a refund, the Ticket / Entry Materials must be presented at the Club's ticket office at the Ground no later than 7 days after the announcement of postponement / abandonment and no later than 24 hours before the kick-off time of the rescheduled Match, whichever is earlier. A refund will only be issued on production of satisfactory identification that the individual requesting the refund is the Purchaser.
- 6.2. The Club expressly excludes all liability resulting from:
 - a. any failure or delay by the Club in carrying out any of its obligations under these Home Ticket T&Cs which is caused by circumstances outside of the Club's reasonable control;
 - b. the alteration of the dates and times of Matches;
 - c. the abandonment, postponement or cancellation of Matches; and
 - d. restrictions to the view of the Match caused by virtue of the actions of other spectators.
- 6.3. The Club shall have no liability whatsoever to any Purchaser / Guest for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 6.4. For the avoidance of doubt, nothing in these Home Ticket T&Cs shall exclude or limit the Club's liability for:
 - a. death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or
 - b. any other conduct for which liability may not be excluded or limited as a matter of English law.

7. Entry into the Ground

- 7.1. Entry into the Ground is subject always to the Conditions of Entry. By purchasing and/or accepting and/or using Entry Materials you:
 - a. certify that you have read, understood and accepted the Conditions of Entry;
 - b. agree to be bound by and to comply with the Conditions of Entry; and
 - c. agree to bring to the attention of others, as required above, the Conditions of Entry.
- 7.2. A Ticket permits the holder to occupy the seat indicated on the Entry Materials at the relevant Match, or such other alternative seat as the Club may, from time to time, allocate at its reasonable discretion. Nothing in these Home Ticket T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Entry Materials at any subsequent Match.
- 7.3. If a Guest is aged under 14 years old, his / her parent(s) and / or legal guardian(s) shall, in addition to the Purchaser himself / herself, be responsible for the Guest's actions, conduct and compliance with the Home Ticket T&Cs and the Conditions of Entry.
- 7.4. Any person attempting to enter or having entered the Ground with a concessionary priced Ticket / Entry Materials where that person is not entitled to use a concessionary priced Ticket / Entry Materials will be ejected from, or refused entry to, the Ground and may have the Ticket / Entry Materials withdrawn at the Club's sole discretion, and no refund shall be given.

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- 7.5. Home Fans agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club into disrepute.
- 7.6. Save as regards mobile telephones used for personal and private use only, Purchasers / Guests shall not bring into (or use within) the Ground any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it. Any person acting in breach of this provision may have such equipment confiscated and/or will be required to deliver up any tapes, films, disks or other recordings or data to the Premier League and/or the Club and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the Premier League.
- 7.7. The Club does not tolerate homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other). Any Purchaser or Guest who is found or is reported to be abusing any football player, supporter, member of staff or any other individual in or around the Ground will face arrest and prosecution by the police. The Club reserves the right to impose a ban on the offending Purchaser / Guest and promptly eject the Purchaser / Guest with no refund being given.
- 7.8. The Club reserves the right, at its absolute discretion, to eject a Purchaser / Guest from the Ground, refuse a Purchaser / Guest entry to the Ground or ban for a period of time determined by the Club a Purchaser / Guest (including, without limitation, use of any benefits associated with the Purchaser's Ticket purchases) if:
 - a. the Purchaser / Guest (or any person in possession of the relevant Entry Materials) breaches any of the Home Ticket T&Cs or Conditions of Entry (or the Club has reasonable grounds to suspect such breach); or
 - b. the Purchaser / Guest is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world; or
 - c. the Purchaser / Guest (or any person in possession of the relevant Entry Materials) engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in conditions 7.7 and 7.9 and the prohibited behaviour listed in the Ground Regulations) in or around the Ground or any other sporting venue anywhere in the world.
- 7.9. Without prejudice to the general nature of condition 7.8, the following actions shall constitute a serious breach of the Home Ticket T&Cs and the Conditions of Entry:
 - a. smoking in designated non-smoking areas (including the smoking of electronic cigarettes which is banned in the Ground);
 - b. being (or appearing to be) intoxicated;
 - c. persistent standing in seated areas whilst the Match is in progress;
 - d. the sale or transfer (save as permitted) of a Ticket to any person;
 - e. the deliberate misuse of a Ticket;
 - f. any misrepresentation in relation to condition 2.1, above;
 - g. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
 - h. the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;
 - i. the use of foul, obscene, abusive and/or racist language and/or gestures;
 - j. the chanting of anything of an indecent or racist nature;

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- k. fighting, or engaging in and/or inciting violence;
- I. 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; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
- m. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- n. the supply of any misleading or incorrect information in any application;
- o. any breach of condition 7.6 above; and
- p. 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 Ticket.
- 7.10. All Tickets / Entry Materials will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Home Ticket T&Cs at any time. Entry Materials must be produced along with evidence of identity if required by any official, steward or employee of the Club or any police officer.
- 7.11. The Club will not be obliged to make any refund to any Purchaser or Guest in respect of any ejection from or refusal of entry to the Ground or in respect of any Ticket which is withdrawn in accordance with condition 7.8.
- 7.12. In the event that any Tickets / Entry Materials are withdrawn or cancelled, the Club reserves the right to exclude the relevant Purchaser / Guest from applying to purchase / use any future Tickets and to notify FIFA, UEFA, the Football Association, the Premier League, the Football League and / or any other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).
- 7.13. The Club reserves the right to revoke any Loyalty Points acquired by and to exclude from participation in any Club membership scheme any Purchaser / Guest if that Purchaser / Guest is ejected, refused entry or banned from purchasing Tickets in accordance with these Home Ticket T&Cs, or if the Purchaser / Guest is refused admission or banned from the Ground or any other sporting venue anywhere in the world.
- 7.14. Purchasers / Guests 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 condition shall not prevent the lawful distribution of text publications in any format which do not infringe condition 8.1 below 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.
- 7.15. Purchasers / Guests shall not bring into the Ground any food or drink items and only food and drink items purchased in the Ground from vendors authorised by the Club may be consumed in the Ground.

8. <u>Dress Code</u>

8.1. Save for official Club merchandise, and/or other football-related clothing worn in good faith (in accordance with condition 2.1 above), Purchasers and Guests shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.

All holders of Tickets / Entry Materials must adhere to any relevant dress code in place at the Ground, as specified by the Club from time to time when attending the Ground. Purchasers / Guests who do not, in the reasonable opinion of the Club, comply with the relevant dress code will not be admitted to the Ground for the Match until this condition 8.1 has been complied with.

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8.2. Any attempt to gain access to the Home Section wearing or carrying apparel (including without limitation hats and/or scarves) that demonstrates support for a team other than the Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.

9. Change of Details

- 9.1. Purchasers / Guests should promptly notify the Club of any change of details (including, without limitation, changes to payment details and / or Addresses) by:
 - a. telephoning the Club and asking for 'Supporter Services';
 - b. visiting the Club's ticket office in person;
 - c. writing to the Club, for the attention of 'Supporter Services', quoting the relevant supporter number; or
 - d. e-mail to the Club at supporterservices@mcfc.co.uk.

Any change of Address must be notified to the Club in writing and Purchasers / Guests may be required to provide the Club with proof of identity and Address to the Club's satisfaction when details are changed under this condition 9.1.

10. Relocation of Seat / Seating for Disabled Supporters

- 10.1. The Club reserves the right in its sole discretion to temporarily allocate to a Purchaser / Guest an alternative seat in the Ground of equal or greater value than that normally allocated if:
 - a. the part of the Ground in which the Purchaser's / Guest's seat is located is closed for operational reasons, maintenance, repairs, or re-structure;
 - b. the Visiting Club is allocated part of the Ground in which the Purchaser's / Guest's seat is located;
 - c. the relocation is necessary in order to comply with any requirements of the Football Association, the Premier League, FIFA or UEFA in respect of any Match played at the Ground; or
 - d. the Club, the police or any other relevant authority consider that a relocation is necessary in the interests of safety, public order or crowd control.
- 10.2. The Club will (subject to availability) use reasonable endeavours to accommodate requests to relocate or locate in a disabled access area a seat at the Ground allocated to a Purchaser / Guest provided that the request is based upon a medical condition or disability. The Purchaser / Guest will be required to apply to the Club prior to the relevant Match with supporting medical evidence giving details of the facilities that will be required (stating expressly whether access to the Club's Induction Loop is required).
- 10.3. Concessionary rates may be available for disabled Purchasers / Guests and the Club will provide assistance to disabled Purchasers / Guests free of charge where appropriate (subject to availability and the provision of supporting medical evidence).

11. <u>Ticket Touting</u>

- 11.1. The unauthorised sale or disposal of a Ticket / Entry Materials 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. The Club will inform the police as soon as it becomes aware that Tickets / Entry Materials or tickets are being or have been sold in contravention of this law.
- 11.2. If a Purchaser or Guest is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that a Purchaser or Guest has committed a ticket touting offence anywhere in the world, the Club may notify the Premier League who in turn may notify other Premier League clubs and/or the relevant law

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enforcement authorities. The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches.

11.3. If a Purchaser / Guest suspects that ticket touting is taking place in or around the Ground, the Club requests that they promptly report their suspicions to the Club and the police.

12. <u>Data Protection</u>

- 12.1. Each Purchaser and Guest acknowledges and agrees that the personal data provided by the Purchaser to the Club in the purchase of Tickets shall be collected, stored and used by the Club in accordance with the Data Protection Act 1998 and the Club's Privacy Policy (available on the Website at www.mcfc.co.uk/common/privacy).
- 12.2. All persons who enter the Ground using Entry Materials acknowledge that photographic images and/or video recordings (and/or still taken from video recordings) may be taken of them and may also be used in televised coverage of Matches and/or for promotional or marketing purposes by the Club, the Premier League or other third parties and use of Entry Materials to enter the Ground constitutes consent to such use.

13. Entire Agreement

These Home Ticket T&Cs (as defined in section 1) comprise the entire agreement between the Club and the Purchaser / Guest in relation to the purchase of Tickets and all ancillary benefits. For the avoidance of doubt, the purchase of all Club Seasoncards and membership schemes shall be subject to the Seasoncard T&Cs and Membership T&Cs which are available on the Website.

14. Severability and Amendments

- 14.1. The Club reserves the right to make amendments to these Home Ticket T&Cs from time to time, provided that the amendments shall not result in any Purchaser receiving any less than the same or substantially similar benefits to those that the Purchaser was entitled to receive prior to such amendments. Up to date versions of the Home Ticket T&Cs will be made available as soon as practicable on the Website, and hard copies will be available from the Club upon request.
- 14.2. In the event that any condition(s) of these Home Ticket T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Home Ticket T&Cs shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.
- 14.3. The Club reserves the right to alter the Loyalty Point scheme (including, without limitation, the number of Loyalty Points awarded for purchases) from time to time in its absolute discretion.

15. Waiver

The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Home Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.

16. Governing Law

These Home Ticket T&Cs and any dispute arising thereof (contractual or non-contractual) shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

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