Manchester City Football Club

Seasoncard Waiting List Terms & Conditions



The following terms and conditions (the "Seasoncard Waiting List T&Cs") shall apply to any individual wishing to join Manchester City FC's waiting list for a Seasoncard.

By paying the List Deposit in accordance with clause 2 below (in whole or in part), you agree to be bound by these Seasoncard Waiting List T&Cs.

1. <u>Definitions and Interpretation</u>

1.1 In these Seasoncard Waiting List T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

"Blue/Blue City Kicks Member" means a supporter who has purchased a 'Blue' membership or a 'Blue City Kicks' membership for the 2013/14 Season;

"Club" means Manchester City Football Club;

"Friends and Family List" means, in respect of a Supporter, the Supporters who have been linked to that Supporter (via their supporter number);

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

"Hospitality Member" means a Supporter who has purchased a seasonal hospitality package for the relevant season;

"List" means the Club's waiting list for a Seasoncard consisting of those Supporters who have: (i) paid the relevant List Deposit; and (ii) received a system generated e-mail from the Club confirming the Listed Supporter's position on the List;

"List Deposit" has the meaning given in clause 2.1 below;

"Listed Supporter" means a Supporter who has: (i) paid the List Deposit; and (ii) received a system generated e-mail from the Club confirming that Listed Supporter's position on the List;

"Season" means each period commencing on 1 July and ending on 30 June of the following year:

"Seasoncard" means the electronic card (and any replacement thereof) issued to each of the Superbia, Platinum, Gold and Value Gold Seasoncard Holders (Adult and Junior) valid during the Season which, amongst other things, admits the Seasoncard Holder into the Ground at matches which that Seasoncard Holder is entitled to attend as further described in the relevant Seasoncard terms and conditions;

"Seasoncard Holder" means a holder of a Seasoncard;

"Stadium Expansion" means the proposed expansion of the Ground which, if approved, is estimated to be completed prior to the start of the 2015/2016 Season; and

"Supporter" means an individual who has registered as a supporter of the Club and holds a supporter number.



2. <u>Joining the List and Payment of the List Deposit</u>

- 2.1 In order to join the List, Supporters are required to pay a List Deposit of £100 (the "List Deposit").
- 2.2 Supporters may pay the List Deposit using any of the following methods:
 - a) Online (for all Supporters other than Hospitality Members who should contact their account manager) at www.mcfc.co.uk/waitinglist (credit card/debit card);
 - b) over the telephone (all Supporters) by calling +44 (0)161 444 1894 (credit card/debit card); or
 - c) in person at the ticket office at the Ground (all Supporters) (cash/credit card/debit card).
- 2.3 Alternatively, Supporters shall have the option to pay the List Deposit in four equal instalments of £25 (twenty five pounds) via the credit/debit card scheme. The first instalment must be paid at the time of the application to join the List and following this first payment the Supporter will secure a place on the List. The three remaining instalments will be taken by the Club, using the card details registered during the purchasing process, on the last working day of each consecutive month following the first payment. In the event that a payment is missed the Listed Supporter will receive a system generated email to the email address registered with the Club notifying them that they have 7 (seven) days from the date of the email to rectify this non-payment (the "Grace Period"). If payment of the relevant instalment is not received by midnight on the final day of the Grace Period then the Listed Supporter's name will be removed from the List and any instalments already paid will be refunded to the Supporter.
- 2.4 Following receipt of payment in full (or the first instalment if the Supporter has chosen to pay by instalments as described in clause 2.3), a Supporter will become a Listed Supporter.
- 2.5 Certain Supporters shall be entitled to purchase places on the List on behalf of others as follows (in each case subject to the payment of the relevant List Deposit):
 - a) if the Supporter is a Seasoncard Holder, that Supporter may purchase a place on the List for up to 4 (four) Supporters who are not Seasoncard Holders or Blue/Blue City Kicks Members from the Supporter's Friends and Family List;
 - b) if the Supporter is a Blue/Blue City Kicks Member, that Supporter can purchase a place on the List for themselves and up to 3 (three) Supporters who are not Seasoncard Holders or Blue/Blue City Kicks Members from the Supporter's Friends and Family List.
- 2.6 Where a Supporter purchases a place on the List for themselves and later decides they do not wish to remain on the List, the Listed Supporter may transfer their position on the List to another Supporter on their Friends and Family List or request a refund of the List Deposit by contacting the Club in writing.
- 2.7 Where a Seasoncard Holder purchases a place on the List on behalf of another person and that person later decides they do not wish to remain on the List, the relevant List Deposit cannot be used by the Seasoncard Holder to purchase or renew that Seasoncard Holder's

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own Seasoncard. In such circumstances the Seasoncard Holder may request a refund or transfer the place to another Supporter from their Friends and Family List by contacting the Club in writing.

3. Personal Details

It shall remain the responsibility of each Listed Supporter to ensure that the Club has up-to-date contact details for that Listed Supporter at all times. The Club accepts no responsibility for non-receipt of notices or any consequences resulting from such non-receipt where this is as a result of incorrect or out of date details being supplied.

4. Sales Process

- 4.1 The primary purpose of the List is to provide Supporters with an opportunity to gain priority access to Seasoncards released for Season 2015/2016 onwards (whether released in connection with the proposed Stadium Expansion or otherwise). Accordingly, each Listed Supporter will be given priority to purchase a Seasoncard for Season 2015/2016 and Seasons thereafter once the opportunity to do so has been provided to:
 - a) existing Seasoncard Holders (at the date on which Seasoncards are first released by the Club); and
 - b) Listed Supporters in a higher position on the List, subject to grouping as described in clause 4.2.

In addition, the Club may at its discretion (and subject always to availability), provide some or all of the Listed Supporters with an opportunity to purchase Seasoncards for Season 2014/2015 (based on List position or grouped position).

- 4.2 The Club reserves the right, when making Seasoncard offers, to group Listed Supporters together according to their place on the List. For example, the Club may simultaneously offer Seasoncards to those Listed Supporters between positions 51 100 on the List. Such groupings will be communicated to the relevant Listed Supporters in advance by email. Listed Supporters will only be grouped where there are sufficient Seasoncards to accommodate all those in the specified group.
- 4.3 Any price bands communicated in relation to Seasoncards are indicative only and subject to the final confirmation of each price band prior to the beginning of each Season.
- 4.4 In the event that the Club is able to offer a Seasoncard to a Listed Supporter/grouping of Listed Supporters then the Club will contact the relevant Listed Supporter(s) by email and will inform them of the length of time they have to take up the offer (the "Purchase Window"). The length of the Purchase Window shall be at the discretion of the Club. If the Listed Supporter does not notify the Club of its intention during the Purchase Window in accordance with clause 4.5 or clause 4.6 then the Listed Supporter will be removed from the List and will receive a full refund of the List Deposit. The Club reserves the right to use its discretion when removing Listed Supporters from the List.

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- 4.5 Where a Supporter is offered a Seasoncard which is either for Season 2014/2015 or is not in the price band which the Listed Supporter selected upon application (price bands subject to change Season to Season) and:
 - a) the Listed Supporter purchases the Seasoncard, the Listed Supporter shall be entitled to a discount on the price of the new Seasoncard of an amount equivalent to the List Deposit; or
 - b) the Listed Supporter decides not to purchase the Seasoncard, the Listed Supporter shall be entitled to either:
 - be removed from the List and receive a full refund of the List Deposit by the Supporter contacting the Club in writing;
 - ii) remain on the List until an opportunity to purchase a Seasoncard with Supporters from the Supporter's Friends and Family List arises; or
 - iii) remain on the List until a further opportunity to purchase a Seasoncard arises.
- 4.6 Where a Supporter is offered a Seasoncard which is for Season 2015/2016 or any subsequent Season and is in the price band which the Listed Supporter selected upon application (price bands subject to change Season to Season) and:
 - a) the Listed Supporter purchases the Seasoncard, the Listed Supporter shall be entitled to a discount on the price of the new Seasoncard of an amount equivalent to the List Deposit; or
 - b) the Listed Supporter decides not to purchase the Seasoncard, the Listed Supporter shall be entitled to either:
 - i) be removed from the List and receive a full refund of the List Deposit by the Supporter contacting the Club in writing; or
 - ii) remain on the List until an opportunity to purchase a Seasoncard with Supporters from the Supporter's Friends and Family List arises.
- 4.7 Listed Supporters acknowledge and accept that the opportunity to purchase a Seasoncard is subject to availability of Seasoncards and that, accordingly, a place on the List is no guarantee of an opportunity to purchase a Seasoncard or a guarantee of a Seasoncard for a specific seat.
- 4.8 Any Seasoncard(s) purchased shall be subject to the relevant terms and conditions applicable to that Seasoncard at the time of purchase.
- 4.9 The Club reserves the right to withdraw the List at any time. If the List is withdrawn at any point then a full refund of the List Deposit will be offered to all Listed Supporters on the List at the date of withdrawal.