

CITC Auction (the "Auction")

Terms and Conditions of the Auction (the "T&Cs")

Promoter

1. This Auction is organised and promoted by Manchester City F.C. City in the Community Foundation registered as a UK charity under charity number 1139229 and a company incorporated and registered in England and Wales under company number 07447531 whose registered office is at Etihad Stadium, Etihad Campus, Manchester, M11 3FF (the "**Promoter**").

The Auction

2. The Auction is being held to raise funds for the Shoot for the Moon, a fundraising collaboration between Manchester City Football Club ("**MCFC**"), the Promoter and Sport Relief. The Shoot for the Moon Fund is managed by Sport Relief, an initiative of Comic Relief (registered under charity number 326568 in England and Wales and SC039730 in Scotland) to benefit young people and families in and around Manchester. All of the proceeds of the Auction shall be used to further the partnership's charitable objectives.

3. The Auction is open to individuals aged **18 and over** only. The staff of the Promoter and MCFC are not permitted to submit Bids in the Auction. The Promoter shall be entitled at any time to request supporting documentation from Bidders in order to obtain proof that this clause 3 has been satisfied and that the Bidder in question is therefore eligible to place a Bid in the Auction.

4. The Competition will open on 12 August 2012 ("**Auction Opening**") and will close at 17:00 (GMT) on 14 September 2012 ("**Auction Closing**").

5. The prize that shall be awarded to the Winner (as defined in clause 9 below) shall be as follows (the "**Prize**"):

a. Two (2) executive tickets for a Champions League away game (including hospitality) between Manchester City Football Club ("**MCFC**") and an opponent (to be confirmed) during the 2012/13 football season (the "**Match**"). An "away game" shall mean a game played at a venue other than the Etihad Stadium, Manchester or such other home venue in use by MCFC from time to time;

b. Two (2) return tickets to and from the country in which the Match is played on the same flight as the MCFC first team squad (outward flight from and inward flight to Manchester International Airport);

c. Accommodation for two (2) people in a twin or double room for no less than one night and no more than two nights in the same hotel as that used by the MCFC first team prior to and / or after the Match (the "**Hotel**");

d. Executive return transport for two (2) people between the Hotel and the Match;

e. a corporate lunch with an MCFC legend for use during the 2012/13 football season (identity of legend to be determined by the Promoter, date and time to be agreed between the Promoter and the Winner); and

f. a 2012/13 season MCFC football shirt signed by a first team player of the Winner's choice.

6. Persons wishing to place bids for the Prize ("**Bidders**") must do so by sending an e-mail to the Promoter at gillian.battersby@mcfc.co.uk at any point after the Auction Opening and before the Auction Closing ("**Bids**") which must state the following details:

a. Full name of Bidder;

b. Address of Bidder;

c. Contact telephone number of Bidder;

d. Amount of Bid;

e. Whether the Bidder would like to received marketing materials from the Promoter and / or MCFC (failure to provide this information shall be considered a refusal to give such consent).

7. If any Bidder is outbid by another Bidder before 17:00 (GMT) on 29 August 2012, the Promoter shall use its reasonable endeavours (but shall not, for the avoidance of doubt, be under any obligation) to inform the unsuccessful Bidder of the same before the Auction Closing. Bidders shall not be informed if they have been outbid where the higher Bid is placed after 17:00 (GMT) on 29 August 2012.

8. Bidders will require access to the internet to place a Bid. The Promoter is under no obligation to provide internet access to any Bidder.

9. On or after the Auction Closing, the Promoter notify the Bidder who placed the highest Bid in the Auction (using the contact details provided in the Bid) that they have won the Prize and that person shall be officially confirmed as the winner of the Prize (the "**Winner**") once full payment of the Bid has been received and cleared by the Promoter. Payment for the Prize may be made by cash or by cheque made payable to "Manchester City F.C. City in the Community Foundation". In the event that the Winner is unable to pay for the Prize by the deadline provided by the Promoter, the Winner's Bid shall be declared null and void and the Prize shall be offered to the Bidder who placed the second-highest Bid in the Auction (such person being declared as the Winner subject to fulfilment of the requirements of this clause 9).

10. The Promoter will provide the Winner with instructions for claiming the Prize and the Promoter and Winner shall discuss and agree which match the Prize shall apply to (subject to MCFC's commercial and practical restrictions).

11. The name and / or images of the Winner shall be made available for viewing by the public on the website found at www.mcfc.co.uk (the "**Site**") and at any other location and/or in any other media at the Promoter's choice but the Promoter shall not disclose the amount of the Winner's Bid.

12. The Prize is for the personal use of the Winner only and may not be resold or used for commercial or promotional purposes. The Prize shall not be refundable, for money or at all and there will be no cash or other alternative for the Prize.

13. By submitting a Bid, each Bidder agrees to adhere to these T&Cs. The Promoter reserves the right to disqualify any Bidder from the Auction and to disregard any Bid submitted where the Bidder has not complied with these T&Cs. The Promoter's decision in this respect shall be final.

14. A copy of these T&Cs will be available during all stages of the Auction on the Site or on written request to the Promoter at CITC Champions League Auction, Etihad Stadium, Etihad Campus, Manchester, M11 3FF.

15. By placing a Bid, each Bidder acknowledges and agrees that photographic images and / or video recordings (and / or stills taken from video recordings) may be taken of them and may also be used in live television coverage of the Match and / or for promotional or marketing purposes by the Promoter and MCFC and / or on the Site.

16. Use of the Prize will also be subject to the following additional terms and conditions:

- a. Match tickets – terms and conditions of sale and entry of the opposing team and of UEFA;
- b. Flight tickets – terms and conditions of sale and carriage of the flight operator;
- c. Hotel accommodation – terms and conditions of sale of the Hotel; and
- d. Executive transport to and from the Match – terms and conditions of sale and carriage of the transport provider.

17. The Winner shall be obliged to obtain (and shall be solely responsible for obtaining) any and all visas, consents or other permissions required for utilisation of the Prize and suitable travel insurance in respect of the Prize.

18. Any change to these T&Cs after Auction Opening shall be published on the website found at the URL www.mcfc.co.uk/news/city-in-the-community and communicated to Bidders who have already placed Bids at the time of such changes being made. The Promoter reserves the right to terminate the Auction at any time before payment is made by the Winner without any liability to any Bidder.

Bidder Warranties

19. By placing a Bid in the Auction, each Bidder warrants that he/she:

- a. has read, understood and agrees to adhere to these T&Cs and any Auction guidance;
- b. is eligible to place a Bid in the Auction;
- c. shall comply with all applicable additional terms and conditions referred to in clause 16 above;

d. shall indemnify, keep indemnified, and hold harmless the Promoter in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by the Promoter as a result of his/her breach of any warranties, representations, obligations or undertakings contained in the Auction guidance or these T&Cs;

e. has not and shall not enter into any agreement or arrangement with any person in respect of his/her Bid or the Prize;

f. has submitted to the Promoter personal details and/or any other information which is truthful, accurate and in no way misleading and shall inform the Promoter immediately if this information becomes inaccurate.

Disqualification from the Auction

20. The Promoter reserves the right to disqualify from the Auction, at its sole discretion, any Bidder who:

a. provides untruthful, inaccurate or misleading personal details and/or information;

b. fails to abide by the Auction guidance and/or these T&Cs;

c. is deemed in the Promoter's opinion to be acting or to have acted outside the spirit of the Auction; or

d. in the case of the Winner, fails to pay for the Prize within the deadline set by the Promoter (the Promoter acting reasonably at all times).

21. The Promoter's decision to disqualify any Bidder in accordance with condition 20 above shall be final.

22. The Promoter will endeavour to operate the Auction and apply the T&Cs and any additional rules fairly and consistently.

Data Protection

23. All personal information contained in each Bidder's Bid ("**Personal Data**") will be held and processed in accordance with MCFC's privacy policy (which can be found at www.mcfc.co.uk/common/privacy), the Data Protection Act 1998 and any consent to receive direct marketing materials from the Promoter and / or MCFC given at the time of submission of the Bid.

Force Majeure

24. The Promoter shall not be liable for any failure to comply with its obligations in relation to the Auction where the failure is caused by something outside their reasonable control. Such circumstances shall include, but shall not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to a force majeure event.

Limited Liability

25. The Promoter accepts no responsibility for any damage, loss, liabilities, injury or disappointment (direct or indirect) incurred or suffered by any entrant as a result of entering the Auction or accepting or using the Prize. Nothing in these T&Cs shall exclude the liability of the Promoter for death or personal injury occurring as a result of its negligence, fraud or fraudulent misrepresentation.

Severability

26. If any provision, or any part of a provision, of these T&Cs or any other rules or guidance relating to the Auction (the “**Rules**”) is adjudged by a court to be void or unenforceable, then such provision or the part in question shall in no way affect any other provision of the Rules which shall be construed only to the extent necessary to bring it within legal requirement as if such invalid or unenforceable part did not exist.

Governing Law and Jurisdiction

27. These T&Cs and the Rules shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction to all claims and disputes arising thereof.

The latest version of these T&Cs was published on 30 August 2012.