

## Manchester City F.C.

# Seasoncard 2013/14 Terms & Conditions

Seasoncard 2013/14 Terms & Conditions



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(together, the "Seasoncard T&Cs")

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#### **Section 1 - Introduction**

A holder of a Manchester City Football Club Seasoncard is subject to the following terms and conditions (together the "Seasoncard T&Cs"):

- (i) the General T&Cs (set out in section 2 of this document);
- (ii) the terms and conditions of the applicable Seasoncard (set out in sections 3 to 5 of this document) (collectively the "SPG Seasoncard T&Cs");
- (iii) where a Seasoncard Holder elects to join the Cup Scheme, the Cup T&Cs (set out in section 6 of this document); and
- (iv) where a Seasoncard Holder elects to join the Direct Debit Scheme, the Direct Debit T&Cs (set out in section 7 of this document);
- (v) where a Seasoncard Holder is a Ticket Exchange Eligible Seasoncard Holder (as defined in section 8 of this document), the Ticket Exchange T&Cs (set out in section 8 of this document); and
- (vi) where a Seasoncard Holder is a Disabled Supporter, the MCFC Disabled Supporter Additional Terms and Conditions (set out in section 12 of this document).

Before purchasing a Seasoncard, please ensure that you have read the sections of the Seasoncard T&Cs which are applicable to you carefully. By purchasing a Seasoncard, you acknowledge that you have read, understood and agree to be bound by the Seasoncard T&Cs.



#### **Section 2 - General Terms and Conditions**

#### 1. Definitions and Interpretation

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

"Address" the addresses of Purchasers and Seasoncard Holders provided to the Club

upon application for the purchase of Seasoncards, or such other addresses as may be notified by Purchasers or Seasoncard Holders to the Club in

accordance with condition 10 below;

"Car Park" the car parking facilities at and around the Ground for which a Car Park

Pass is valid;

"Car Park Pass" a Seasonal Car Park Pass, a Match Day Car Park Pass and / or an Event Day

Car Park Pass (as applicable);

"Car Park Pass Holder" a registered holder of a Car Park Pass;

"Club" Manchester City Football Club Limited;

"Conditions of Entry" means 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;

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

Season;

"Cup Scheme" the scheme by which Platinum and Gold Seasoncard Holders may

supplement their Seasoncard Benefits to include entitlement to attendance at Cup Matches at the Ground, as further described in the Cup T&Cs at

section 6;

"Direct Debit Scheme" the scheme by which Superbia, Platinum and Gold Seasoncard Holders may

finance their Seasoncard, as further described in the Direct Debit T&Cs at

section 7;

"Disabled Space" a parking space located at the Car Park which is larger than a standard

parking space to increase accessibility for disabled users;

"Disabled Supporter" any supporter of the Club who has a physical or mental impairment that

has a 'substantial' and 'long-term' negative effect on their ability to do

normal daily activities;

"Entry Materials" Paper Hanger, Season Card and / or Printed Ticket (as appropriate);

"Event" any event held at the Ground which is not a Match;

"Event Day Car Park Pass" a product entitling a person to enter into and use a Car Park on a specific

date when an Event is taking place at the Ground;

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"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;

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

area;

"Loyalty Points" loyalty points awarded by the Club to Seasoncard Holders and allocated to

Seasoncard Cards under the Club's loyalty point scheme in place from time

to time;

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

Team;

"Match Day Car Park Pass" a product entitling a person to enter into and use a Car Park on a specific

day when a Match is taking place during the Season;

"Paper Hanger" a printed pass in the form of a hanger which attaches to a Vehicle's rear

view mirror and which may be issued by the Club to a Car Park Pass Holder

in order for such Car Park Pass Holder to gain access to the Car Park;

"Personal Assistant" an individual who is responsible for a Disabled Supporter's care;

"Printed Ticket" a product entitling a person to attend a Match or an Event taking place at

the Ground during the Season;

"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 Seasoncards;

"Qualifying Disabled Supporter" has the meaning specified in Section 12, condition 1;

"Reduced Mobility Supporter" any Disabled Supporter or Qualifying Disabled Supporter who would find it

unreasonably difficult or impossible to access the Ground or services offered by the Club. In determining this, the Club will take account of whether the time, inconvenience, effort, discomfort, anxiety or loss of dignity entailed in using the services would be considered unreasonable by

other people if they had to endure similar difficulties;

"Renewal Window" the period from 16<sup>th</sup> May 2013 to 3<sup>rd</sup> June 2013 (inclusive), or such other

period as the Club may stipulate from time to time during which

Purchasers may purchase Seasoncards;

"Season" 1 July 2013 to 30 June 2014;

"Seasoncard Holder" a holder of a Seasoncard;

"Seasoncard Benefits" in respect of each Seasoncard, the benefits to which a Seasoncard Holder

of that Seasoncard is entitled, as set out in the relevant sections of the SPG

Seasoncard T&Cs;

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"Seasoncard" 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 SPG Seasoncard

T&Cs;

"Seasonal Car Park Pass" a product which entitles a person to enter into and use a Car Park for

certain Matches taking place during the Season;

"Team" the Club's first team squad;

"Ticket Exchange Partner" Viagogo, whose website is currently situated at www.viagogo.co.uk;

"UEFA Competition" the UEFA Champions League and the UEFA Europa League (as applicable);

**"Vehicle"** the motor vehicle which the Car Park Pass Holder intends to park in the Car

Park at the applicable Match(es) / Event which must fit within a standard car parking space (or Disabled Space if applicable) and which shall in no

event include any trailer;

"Visiting Club" the football club playing against the Club's Team; and

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

#### 2. Purchase and Payment

- 2.1. Seasoncards are available for purchase by supporters of the Club only. By applying to purchase one or a number of Seasoncards and / or using a Seasoncard, you hereby warrant and represent that you (and any person you are buying a Seasoncard for or who uses your Seasoncard) are a supporter of the Club.
- 2.2. By applying to purchase one or a number of Seasoncards, a Purchaser is making an offer to the Club. A contract for the supply of the Seasoncard shall be created once the Club has issued a Seasoncard to the purchaser.
- 2.3. Seasoncards may be purchased 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.
  - \* a booking fee of £2.50 (including VAT) will apply to the purchase of each individual Seasoncard which is purchased by telephone.
- 2.4. The price payable for each Seasoncard 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 each Seasoncard is subject to the Purchaser providing the Club with full payment of the relevant price in accordance with this condition 2 or the Direct Debit Scheme (as applicable). Seasoncard Holders 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 Seasoncard (including, in the case of Seasoncard of the Cup Scheme, fees for attendance at future Cup Matches).

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- 2.6. The Club only accepts payments pursuant to the Direct Debit Scheme or by:
  - a. cheque made payable to "Manchester City Football Club Limited";
  - b. cash in English sterling;
  - c. valid credit card;
  - d. valid Visa debit card: or
  - e. valid Mastercard debit card.
- 2.7. This condition 2.7 does not apply to Purchasers who purchase via the Direct Debit Scheme. It is the Purchaser's responsibility to keep the Club informed of any changes to the payment method and/or details provided under this condition 2. If the payment method or details are declined when the Club attempts to retrieve payment for any Seasoncard or any other associated fees:
  - a. 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 Seasoncard(s) entry to the relevant Match(es) until sufficient payment is received;
  - the affected Seasoncard(s) 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 on the Website and elsewhere in literature distributed by the Club is correct, but errors may occur. As soon as the Club becomes aware of any pricing or product description error in relation to a Seasoncard 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 Seasoncard Holder shall not be entitled to cancel, upgrade or downgrade their Seasoncard and no refunds shall be given for any Matches unattended during the Season.

#### 3. <u>Dispatch of Seasoncards etc.</u>

- 3.1. A Purchaser shall be issued with a Seasoncard once their application to purchase a Seasoncard has been accepted, and:
  - a. full cleared payment has been received by the Club, or
  - b. the Purchaser has been accepted via the Direct Debit Scheme for the Seasoncard for which they have applied.



3.2. The Club shall not have any liability to any Purchaser or Seasoncard Holder for any non-delivery or late delivery of any Seasoncard, ticket, documents or other materials (including cheques issued under condition 2.8) dispatched by the Club to the Purchaser and/or Seasoncard Holder 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 first Premier League Match of the Season, the Purchaser should contact the Club immediately and such items shall be reissued at no extra charge.

#### 4. <u>Lost, stolen and damaged Seasoncards and tickets</u>

- 4.1. The Club shall not be obliged to admit any Seasoncard Holder who forgets their Seasoncard in respect of any individual Match nor shall the Club be obliged to issue any other form of ticket for that Match.
- 4.2. The Club is not responsible for any Seasoncard or ticket which is lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Seasoncard or ticket may be provided to the Seasoncard Holder at the Club's absolute discretion, and may be subject to a non-refundable administration fee of £10.00 to be paid by the Purchaser or Seasoncard Holder prior to the issue of each duplicate Seasoncard and/or ticket.
- 4.3. For the purposes of condition 4.2 above, whether a Seasoncard or ticket is damaged, defaced or destroyed will be determined by the Club acting in its sole discretion.

#### 5. <u>Transfer of Seasoncard and Cessation of Rights</u>

- 5.1. If a Purchaser purchases a Seasoncard on behalf of another person, the transfer of the Seasoncard 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 Seasoncard;
  - c. the Purchaser must purchase and retain a Seasoncard for his own personal use;
  - d. the Purchaser must notify the Club in writing of the personal contact details (including the Address) of the person to whom the Seasoncard is being transferred; and
  - e. such transfer must not breach clause 2.1 above.

The person to whom the Seasoncard is transferred under this condition shall adhere to and be bound by these Seasoncard T&Cs and the Conditions of Entry and it is the responsibility of the Purchaser to inform such a transferee Seasoncard Holder of these requirements.

- 5.2. Seasoncards and Seasoncard Benefits (including, without limitation, Seasoncards) are for the use of the Seasoncard Holder only and are not transferable save that, if a Seasoncard Holder is unable to attend a Match that Seasoncard Holder may temporarily allow a person who is known to them (a "Guest") to use their Seasoncard 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; 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 Seasoncard Holder and/or Purchaser of that ticket. It is the responsibility of the Seasoncard Holder who owns the Seasoncard to inform the Guest that they shall be subject to Conditions of Entry.

5.3. Subject to conditions 5.1 and 5.2 above, all rights with respect to a Seasoncard are personal to the Seasoncard Holder and shall cease upon the death of the Seasoncard Holder. Any Seasoncard Benefits accrued including (without limitation) any Loyalty Points are not transferrable to any other person or organisation. The Club may, at its absolute discretion, offer a refund in respect of any Matches unattended at the time of the Seasoncard Holder's death, to the Seasoncard Holder's estate / personal representative.

#### 6. <u>Amendments to Seasoncards</u>

6.1. The Club reserves the right to re-brand or otherwise vary any of the Seasoncards, or introduce any additional Seasoncards, at any time provided that any such variation shall result in a Seasoncard Holder receiving the same or substantially similar benefits to those the Seasoncard Holder was entitled to receive prior to such variation. Seasoncard Holders may, at the sole discretion of the Club, be transferred to such additional or replacement Seasoncards without prior notice provided always that the Seasoncard Holder shall be entitled to the same or substantially similar benefits under the new Seasoncard as the Seasoncard Holder was under the Seasoncard from which the Seasoncard Holder was transferred.

#### 7. Exclusion of Liability

- 7.1. 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. Seasoncard Holders shall be entitled to attend any such re-arranged Match if they were entitled to attend the original fixture under their Seasoncard.
- 7.2. 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 Seasoncard 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;
  - d. restrictions to the view of the Match caused by virtue of the actions of other spectators; and
  - e. the insolvency of Ticket Exchange Partner or breach by Ticket Exchange Partner of the Ticket Exchange Partner T&Cs (see section 8 for further details).
- 7.3. The Club shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 7.4. For the avoidance of doubt, nothing in these Seasoncard 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.

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#### 8. <u>Entry into the Ground</u>

- 8.1. Entry into the Ground is subject always to the Conditions of Entry. By purchasing and/or accepting and/or holding a Seasoncard and/or using a Seasoncard 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.
- 8.2. A Seasoncard permits the holder to occupy the seat indicated on the Seasoncard at the relevant Match, or such other alternative seat of equivalent value as the Club may, from time to time, allocate at its reasonable discretion (in accordance with condition 11.2 below).
- 8.3. If a Seasoncard Holder is not 14 years old or over, his/her parent(s) and/or legal guardian(s) shall, in addition to the Seasoncard Holder himself / herself, be responsible for the Seasoncard Holder's actions, conduct and compliance with the Seasoncard T&Cs and the Conditions of Entry.
- 8.4. Any person attempting to enter or having entered the Ground with a concessionary priced Seasoncard or ticket where that person is not entitled to use a concessionary priced Seasoncard or ticket will be ejected from, or refused entry to, the Ground and may have the Seasoncard or ticket withdrawn and/or suspended at the Club's sole discretion, and no refund shall be given.
- 8.5. Seasoncard Holders shall not bring any golf umbrellas (or any other similar large umbrellas) into the Ground. Any person acting in breach of this provision will have such equipment confiscated and the Club reserves the right to eject such persons from the Ground.
- 8.6. Seasoncard Holders shall not bring into or use within the Ground any electronic cigarettes. Any person found using an electronic cigarette within the Ground will have the electronic cigarette confiscated and the Club reserves the right to eject such persons from the Ground.
- 8.7. Seasoncard Holders 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.
- 8.8. Save as regards mobile telephones used for personal and private use only, holders of Seasoncards 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 the 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.
- 8.9. The Club does not tolerate homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other). Any Seasoncard Holder 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 Seasoncard Holder and promptly withdraw the Seasoncard Holder's Seasoncard with no refund being given.

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- 8.10. The Club reserves the right, at its absolute discretion, to eject a Seasoncard Holder from the Ground, refuse a Seasoncard Holder entry to the Ground or suspend for a period of time determined by the Club / withdraw indefinitely a Seasoncard (including, without limitation, use of the Seasoncard and all other Seasoncard Benefits) if:
  - a. the Seasoncard Holder (or any person in possession of the relevant Seasoncard or ticket) breaches any of the Seasoncard T&Cs or Conditions of Entry (or the Club has reasonable grounds to suspect such breach); or
  - b. the Seasoncard Holder is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world; or
  - c. the Seasoncard Holder (or any person in possession of the relevant Seasoncard Card or ticket) engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in condition 8.7 and the prohibited behaviour listed in the Ground Regulations) in or around the Ground or any other sporting venue anywhere in the world.
- 8.11. All Seasoncards will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Seasoncard T&Cs at any time. Seasoncards must be produced along with evidence of identity if required by any official, steward or employee of the Club or any police officer.
- 8.12. The Club will not be obliged to make any refund to any Purchaser or Seasoncard Holder in respect of any ejection from or refusal of entry to the Ground or in respect of any Seasoncard which is suspended or withdrawn in accordance with condition 8.8.
- 8.13. In the event that a Seasoncard is withdrawn or a Seasoncard cancelled, the Club reserves the right to exclude the relevant Seasoncard Holder from applying for any future Seasoncard maintained or organised by the Club and or to disqualify the relevant Seasoncard Holder from applying for any match ticket at its discretion 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).
- 8.14. All Loyalty Points acquired by a Seasoncard Holder may be revoked if that Seasoncard Holder's Seasoncard is cancelled, suspended or withdrawn in accordance with these Seasoncard T&Cs, or if the Seasoncard Holder is refused admission or banned from the Ground or any other sporting venue anywhere in the world.

#### 9. <u>Dress Code</u>

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

All holders of Seasoncards 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. Seasoncard Holders 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 9.1 has been complied with.



9.2. Without prejudice to condition 2.1 above, and in light of Seasoncard Holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including without limitation hats and/or scarves) that demonstrate support for a team other than the Team, 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.

#### 10. Change of Details

- 10.1. Seasoncard Holders should promptly notify the Club of any change of details (including, without limitation, changes to payment details, Addresses and / or contact details) by:
  - a. using the online facility on the Website;
  - b. telephoning the Club and asking for 'Supporter Services';
  - c. visiting the Club ticket office in person; or
  - d. writing to the Club, for the attention of 'Supporter Services', quoting the relevant Seasoncard number.

Seasoncard Holders 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 10.1.

#### 11. Relocation of Seat

- 11.1. The Club will use reasonable endeavours to accommodate requests to relocate the seat at the Ground allocated to a Seasoncard Holder (where applicable) provided that the request is based upon a medical condition. The Seasoncard Holder will be required to apply to the Club in writing prior to the relevant Match(es) with supporting medical evidence stating how long the relocation will be required for.
- 11.2. The Club reserves the right in its sole discretion to temporarily allocate to a Seasoncard Holder 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 Seasoncard Holder'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 Seasoncard Holder'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.

#### 12. <u>Ticket Touting</u>

- 12.1. This condition 12 is subject to the Ticket Exchange T&Cs at section 8 of this document.
- 12.2. The unauthorised sale or disposal of a Seasoncard or ticket 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 Seasoncards or tickets are being or have been sold in contravention of this law.
- 12.3. If a Purchaser or Seasoncard Holder is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that a Purchaser or Seasoncard Holder 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 enforcement authorities.



- 12.4. In the prevention or pursuance of an offence under this condition 12, the information that the Club shares with bodies such as the Premier League, other football clubs anywhere in the world, the UK Football Policing Unit and other law enforcement agencies may include personal information about the Purchaser and / or Seasoncard Holder as well as information about the offence and ticket purchase(s). This information may be used to prevent ticket touting offences and disorder at Matches.
- 12.5. If a Seasoncard Holder 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.

#### 13. **Data Protection**

- 13.1. Each Purchaser and Seasoncard Holder acknowledges and agrees that the personal data provided by them to the Club in the purchase of a Seasoncard or ticket 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 <a href="https://www.mcfc.co.uk/common/privacy">www.mcfc.co.uk/common/privacy</a>).
- 13.2. All persons who enter the Ground using a Seasoncard 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 a Seasoncard to enter the Ground constitutes consent to such use.

#### 14. **Entire Agreement**

14.1. These Seasoncard T&Cs (as defined in section 1) comprise the entire agreement between the Club and the Purchaser / Seasoncard Holder in relation to the purchase of a Seasoncard and all ancillary benefits. For the avoidance of doubt, the purchase of all Match tickets unrelated to a Seasoncard shall be subject to the terms and conditions applicable to one-off purchases which are available on the Website.

#### **15**. **Severability and Amendments**

- The Club reserves the right to make amendments to these Seasoncard T&Cs from time to time, 15.1. provided that the amendments shall not result in any Seasoncard Holder receiving any less than the same or substantially similar benefits to those that the Seasoncard Holder was entitled to receive prior to such amendments in relation to the Season. Up to date versions of the Seasoncard T&Cs will be made available promptly on the Website, and hard copies will be available from the Club upon request.
- 15.2. In the event that any of these Seasoncard T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Seasoncard T&Cs shall remain in effect as if such void, ineffective or unenforceable condition or conditions had not been included.
- 15.3. 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.

#### 16. **Waiver**

The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these 16.1. Seasoncard T&Cs or by law shall not constitute a waiver of that right, power or remedy.

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#### 17. Governing Law

17.1. These Seasoncard T&Cs 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.



#### <u>Section 3 – Superbia Seasoncard Terms and Conditions</u>

In addition to the General T&Cs set out in section 2 of this document, the terms and conditions set out in this section 3 (the "Superbia T&Cs") shall apply to Seasoncard Holders of the Superbia Seasoncard ("Superbia Seasoncard Holders").

#### 1. Pre-Requisites for Seasoncard Application

- 1.1. The Superbia Seasoncard is available to supporters of the Club by invitation only. Only individuals named on an official invitation issued by the Club (the "Invitee") are entitled to apply for the Superbia Seasoncard.
- 1.2. Applications are subject to an acceptance process and receipt of an invitation from the Club to purchase the Superbia Seasoncard is an invitation to form a contract only and does not constitute a formal offer or mean that the Invitee will automatically be accepted as a Seasoncard Holder of the Superbia Seasoncard on submission of an application.
- 1.3. No concessionary priced Superbia Seasoncards will be available.

#### 2. Seasoncard Benefits

- 2.1. Superbia Seasoncard Holders will automatically receive 2,000 Loyalty Points on the issue of their Seasoncard Cards.
- 2.2. Subject to conditions 2.4 and 2.5 below, one ticket to each of the following Team Matches during the Season shall be included within each Superbia Seasoncard Holder's Superbia Seasoncard:
  - a. nineteen (19) home Premier League Matches;
  - b. nineteen (19) away Premier League Matches;
  - c. all FA Cup and League Cup home and away Matches (including any final(s));
  - d. all UEFA Competition home and away Matches (including any final(s)); and
  - e. any scheduled pre-season friendly home and away Matches played during the Season.
- 2.3. Superbia Seasoncard Holders will be entitled during the Season:
  - to select a seat in the Ground which shall be allocated to them for the Season for all the home Matches set out in condition 2.2 above (subject always to availability and condition 11 of the General T&Cs in section 2 set out above);
  - b. to buy and sell tickets via the MCFC Ticket Exchange (the "Exchange") facility in accordance with the Ticket Exchange T&Cs set out in section 8 of this document;
  - c. entry to official Seasoncard Holder events arranged by the Club;
  - d. a "Priority Point" Loyalty Points account;
  - e. a subscription to the official Club digital match programme;
  - f. a Superbia Seasoncard gift pack; and
  - g. an option to purchase seasonal car parking at the Ground at the price published from time to time (subject to availability).
- 2.4. The Club acts as agent on behalf of the away club or relevant competition organiser when supplying tickets to Matches not held at the Ground ("Away Matches"). The availability of tickets to Superbia Seasoncard Holders for Away Matches is subject to the relevant club and/or venue's terms and conditions, ground regulations and the directives of the away club, governing body or competition organiser, as applicable (the "Away Ground Terms"). The Club is not responsible for any issues relating

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to access and safety at any away ground. If a Seasoncard Holder commits a breach of the Away Ground Terms, it shall be deemed to be a breach of these Seasoncard T&Cs and condition 8.8 of the General T&Cs at section 2 will apply. The Club shall not be liable to any Superbia Seasoncard Holder for any failure to supply an Away Match ticket if it is prevented from doing so by reason of the Away Ground Terms.

- 2.5. The Club shall inform Superbia Seasoncard Holders in advance of the process by which they should notify the Club as to whether they wish to exercise their Away Match ticket entitlement (as detailed in condition 2.2 above). The Club reserves the right to amend this process from time to time. The Club shall give Superbia Seasoncard Holders the opportunity to elect to use their entitlement to an Away Match ticket before offering any Away Match tickets to Seasoncard Holders of other Seasoncards or the general public. In the event that the Away Match ticket allocation is less than the total number of Superbia Seasoncard Holders who have requested Away Match tickets, the number of Loyalty Points of each Superbia Seasoncard Holder will be used to determine priority and each Superbia Seasoncard Holder will be notified as to whether they have secured an Away Match ticket for the relevant Away Match once the priority period has expired. For the avoidance of doubt, those Superbia Seasoncard Holders with the highest number of Loyalty Points will take priority over those who have fewer Loyalty Points in this situation.
- 2.6. Superbia Seasoncard Holders will receive a 15% discount in all official Club retail outlets and in respect of purchases of merchandise made through the Website and Club telephone sales channels.
- 2.7. Superbia Seasoncard Holders will receive a viagogo voucher for £25 off concerts and events purchased at viagogo.co.uk. For the avoidance of doubt, the voucher cannot be redeemed against the purchase of tickets for any Match. Full terms and conditions are available at <a href="https://www.viagogo.co.uk/cityrenewalvoucher">www.viagogo.co.uk/cityrenewalvoucher</a>.
- 2.8. Superbia Seasoncard Holders will receive an Etihad Airways voucher for up to £150 off Etihad flights. In addition for every qualifying flight booked, the Seasoncard Holder will receive a 2013/14 Season Manchester City Home Shirt. Full terms and conditions are available at section 11 of this document.
- 2.9. Superbia Seasoncard Holders will have the option to purchase a Metrolink matchday season ticket (subject to availability) and in line with the terms and conditions of Metrolink, which can be found at section 9 of this document.
- 2.10. Should Superbia Seasoncard Holders be required to relocate in accordance with condition 11 of the General T&Cs, the Club will provide an exclusive period for Superbia Seasoncard Holders to select alternative seats before seats are offered to other Seasoncard Holders of other Seasoncards or the general public. This exclusive time period will be determined by the Club and notified to Superbia Seasoncard Holders affected.
- 2.11. **Please note:** The Superbia Seasoncard does not include access to any of the Club's reserve team matches.
- 2.12. For the avoidance of doubt, no refunds will be issued to the Purchaser of a Superbia Seasoncard if:
  - a. the Team fails to qualify for or proceed past the initial round of any Cup Competition; or





- b. the Superbia Seasoncard Holder does not receive nineteen (19) away tickets due to the circumstances described in conditions 2.4 and/or 2.5 above; or
- c. no pre-season friendly matches are scheduled by the Club for the Season; or
- d. Ticket Exchange Partner becomes insolvent, ceases to trade or breaches any of the Ticket Exchange Partner T&Cs (as defined in section 8 of this document).
- 2.13. For the avoidance of doubt, the Club shall not be required to provide Superbia Seasoncard Holders with any travel or accommodation in respect of any of the Matches set out at condition 2.2 above or any visas, permits or consents required for travel to any Away Match.



#### <u>Section 4 – Platinum and Junior (City Kicks) Platinum Seasoncard Terms and Conditions</u>

In addition to the General T&Cs set out in section 2 of this document, the terms and conditions set out in this section 4 (the "Platinum T&Cs") shall apply to Seasoncard Holders of the Platinum Seasoncard ("Adult Platinum Seasoncard Holders") and the Junior (City Kicks) Platinum Seasoncard ("Junior Platinum Seasoncard Holders") (together "Platinum Seasoncard Holders").

#### 1. Pre-Requisites for Seasoncard Application

- 1.1. The Platinum Seasoncards for the Season will first be made available to purchase to individuals who were Superbia, Platinum or Gold Seasoncard Holders with the Club for the 2012 / 2013 football season. Subject to availability, the Platinum Seasoncard may then, at the Club's sole discretion, be offered to individuals who were not Superbia, Platinum or Gold Seasoncard Holders for the 2012 / 2013 football season.
- 1.2. Subject to conditions 1.3 and 1.4 of this section 4 below, individuals aged 15 and under as at 1<sup>st</sup> August 2013 who meet the criteria in condition 1.1 above qualify for a Junior (City Kicks) Platinum Seasoncard and as such, will be allocated a Junior (City Kicks) Platinum Seasoncard upon such a Seasoncard application being accepted by the Club.
- 1.3. Junior Platinum Seasoncard Holders aged 13 and under cannot buy a Junior (City Kicks) Platinum Seasoncard without an adult buying a Seasoncard in a seat directly next to the Junior Platinum Seasoncard Holder, for the Season.
- 1.4. Junior Platinum Seasoncard Holders aged 14 and 15 may buy their Seasoncard without the need for an accompanying adult Seasoncard Holder but may only buy one Junior (City Kicks) Platinum Seasoncard in their transaction.

#### 2. <u>Seasoncard Benefits</u>

- 2.1. Platinum Seasoncard Holders will receive 'double' Loyalty Points (compared to those received by Gold Seasoncard Holders) for all items purchased during the Season in respect of which Loyalty Points are awarded and in accordance with the Loyalty Point scheme operated by the Club from time to time. Platinum Seasoncard Holders will receive 380 Loyalty Points upon their Seasoncard Card being issued by the Club and will accrue such other Loyalty Points as may be earned through additional purchases in accordance with the Loyalty Point scheme operated by the Club from time to time.
- 2.2. Platinum Seasoncard Holders will be entitled to attend all nineteen (19) home Premier League Matches during the Season.
- 2.3. Platinum Seasoncard Holders will be entitled during the Season to:
  - select a seat in the Ground which shall be allocated to them for the Season for all the home Matches they are entitled to attend as set out in condition 2.2 above (subject always to availability and condition 11 of the General T&Cs set out in section 2 above);
  - b. buy and sell tickets via the MCFC Ticket Exchange facility in accordance with the Ticket Exchange T&Cs set out in section 8 of this document (excluding Junior Platinum Seasoncard Holders);
  - c. entry or priority access (depending upon availability) to official Seasoncard Holder events arranged by the Club;
  - d. a "Priority Point" Loyalty Points account;

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- e. a subscription to the official Club digital match programme "City", and for Junior Platinum Seasoncard Holders only access to the Club's 'City Kicks' website
- f. a Platinum Seasoncard gift pack (Adult Platinum Seasoncard Holders only) or a 'City Kicks' gift pack (Junior Platinum Seasoncard Holders only);
- g. an option to purchase seasonal car parking at the Ground at the published price (subject to availability); and
- h. an option to join any or all of the Cup Schemes to receive the advantages set out in the Cup T&Cs in section 6 of this document.
- 2.4. Platinum Seasoncard Holders will receive a 10% discount in all official Club retail outlets and in respect of purchases of merchandise made through the Website and Club telephone sales channel.
- 2.5. Platinum Seasoncard Holders will receive a viagogo voucher for £25 off concerts and events purchased at viagogo.co.uk. For the avoidance of doubt, the voucher cannot be redeemed against the purchase of tickets for any Match. Full terms and conditions are available at www.viagogo.co.uk/cityrenewalvoucher.
- 2.6. Platinum Seasoncard Holders will receive an Etihad Airways voucher for up to £150 off Etihad flights. In addition for every qualifying flight booked, the Purchaser and/or Seasoncard Holder will receive a 2013/14 Season Manchester City Home Shirt. Full terms and conditions are available at section 11 of this document.
- 2.7. Platinum Seasoncard Holders will have the option to purchase a Metrolink matchday season ticket (subject to availability) and in line with the terms and conditions of Metrolink, which can be found at section 9 of this document.
- 2.8. The Club reserves the right to relocate Platinum Seasoncard Holders in accordance with condition 11 of the General T&Cs set out in section 2 of this document.
- 2.9. In respect of each Cup Competition for which Platinum Seasoncard Holders choose not to sign up to the Club's Cup Scheme, Platinum Seasoncard Holders will be given a period to purchase a ticket for each Match played at the Ground in that Cup Competition. However, the Club cannot guarantee that a Platinum Seasoncard Holder's allocated seat at the Ground will be available and, as such, an alternative seat may need to be selected and purchased prior to the Match.
- 2.10. Subject to availability and the payment of the requisite price (as notified by the Club upon request) no later than 3 hours prior to kick-off of the Match in question (although please note that the Club reserves the right to change this deadline on a Match to Match basis), it will be possible to 'upgrade' for a fee the Seasoncard of a Junior Platinum Seasoncard Holder for use by a non-concessionary adult, save that number of upgrades of a Junior Platinum Seasoncard Holder's Seasoncard Card located in the Family Stand at the Ground shall be limited to no more than three (3) upgrades per Season.
- 2.11. **Please note:** The Platinum Seasoncard does not include access to any of the Club's reserve team matches.



#### Section 5 - Gold, Junior (City Kicks) Gold and Value Gold Seasoncard Terms and Conditions

In addition to the General T&Cs set out in section 2 of this document, the terms and conditions set out in this section 5 (the "Gold T&Cs") shall apply to Seasoncard Holders of the Gold Seasoncard ("Adult Gold Seasoncard Holders"), the Junior (City Kicks) Gold Seasoncard ("Junior Gold Seasoncard Holders") and the Value Gold Seasoncard ("Value Gold Seasoncard Holders").

#### 1. <u>Pre-Requisites for Seasoncard Application</u>

- 1.1. The Gold Seasoncards for the Season will first be made available to individuals who were Superbia, Platinum or Gold Seasoncard Holders with the Club for the 2012 / 2013 football season. Subject to availability, the Gold Seasoncard (but not the Value Gold Seasoncard) may then, at the Club's sole discretion, be offered to individuals who were not Superbia, Platinum or Gold Seasoncard Holders for the 2012 / 2013 football season.
- 1.2. Subject to conditions 1.3 and 1.4 of this section 4 below, individuals aged 15 and under as at 1<sup>st</sup> August 2013 who meet the criteria in condition 1.1. above qualify for a Junior (City Kicks) Gold Seasoncard and as such, will be allocated a Junior (City Kicks) Gold Seasoncard upon such a Seasoncard application being accepted by the Club.
- 1.3. Individuals aged 13 and under as at 1<sup>st</sup> August 2013 cannot buy a Junior (City Kicks) Gold Seasoncard without an adult buying a Seasoncard in a seat directly next to the Junior Gold Seasoncard Holder for the Season.
- 1.4. Individuals aged 14 or 15 as at 1<sup>st</sup> August 2013 may buy their Seasoncard without the need for an accompanying adult Seasoncard Holder but may only buy one Junior (City Kicks) Gold Seasoncard in their transaction.
- 1.5. Seasoncard upgrades to the Platinum Seasoncard or Junior (City Kicks) Platinum Seasoncard shall not be permitted for Adult Gold Seasoncard Holders or Junior Gold Seasoncard Holders respectively once the Renewal Window closes and shall not be permitted for Value Gold Seasoncard Holders at all.
- 1.6. There shall be no concessionary priced Value Gold Seasoncards available.

#### 2. <u>Seasoncard Benefits</u>

- 2.1. Gold Seasoncard Holders will receive Loyalty Points for all items purchased during the Season in respect of which Loyalty Points are awarded and in accordance with the Loyalty Point scheme operated by the Club from time to time. Gold Seasoncard Holders will receive 190 Loyalty Points upon their Seasoncard being issued and will accrue such other Loyalty Points as may be earned through additional purchases in accordance with the Loyalty Point scheme operated by the Club from time to time.
- 2.2. Gold Seasoncard Holders will be entitled to attend nineteen (19) home Matches in the Premier League during the Season.
- 2.3. Gold Seasoncard Holders will be entitled during the Season to:
  - a. select a seat in the Ground which shall be allocated to them for the Season (subject always to availability and condition 11 of the General T&Cs set out above and excluding Value Gold Seasoncard Holders whose allocated seats shall be selected by the Club at its absolute and sole discretion on the expiry of the Renewal Window);

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- b. buy and sell tickets via the MCFC Ticket Exchange facility in accordance with the Ticket Exchange T&Cs set out in section 8 of this document (excluding Junior Gold Seasoncard Holders);
- c. priority access to official Seasoncard Holder events arranged by the Club;
- d. a "Priority Point" Loyalty Points account;
- e. a Gold/Value Gold/City Kicks Seasoncard gift pack (as applicable);
- f. an option to subscribe to the official MCFC digital match programme "City" and, for Junior Gold Seasoncard Holders only, access to the Club's 'City Kicks' website;
- g. an option to purchase seasonal car parking at the Ground at the published price (subject to availability); and
- h. an option to join any or all of the Cup Schemes to receive the advantages set out in the Cup T&Cs in section 6 of this document.
- 2.4. Gold Seasoncard Holders will receive a 10% discount in all official Club retail outlets and in respect of purchases of merchandise made through the Website and Club telephone sales channel.
- 2.5. Gold Seasoncard Holders will receive a viagogo voucher for £25 off concerts and events purchased at viagogo.co.uk. For the avoidance of doubt, the voucher cannot be redeemed against the purchase of tickets for any Match. Full terms and conditions are available at www.viagogo.co.uk/cityrenewalvoucher.
- 2.6. Gold Seasoncard Holders will receive an Etihad Airways voucher for up to £150 off Etihad flights. In addition for every qualifying flight booked, the Purchaser and/or Seasoncard Holder will receive a 2013/14 Season Manchester City Home Shirt. Full terms and conditions are available at section 11 of this document.
- 2.7. Gold Seasoncard Holders will have the option to purchase a Metrolink matchday season ticket (subject to availability) and in line with the terms and conditions of Metrolink, which can be found at section 9 of this document.
- 2.8. The Club reserves the right to relocate Gold Seasoncard Holders in accordance with condition 11 of the General T&Cs set out in section 2 of this document.
- 2.9. In respect of each Cup Competition for which Gold Seasoncard Holders choose not to sign up to the Club's Cup Scheme, Gold Seasoncard Holders will be given a period to purchase a ticket for each Match played at the Ground. However, the Club cannot guarantee that a Gold Seasoncard Holder's allocated seat at the Ground will be available and, as such, an alternative seat may need to be selected and purchased.
- 2.10. Subject to availability and the payment of the requisite price (as notified by the Club upon request) no later than 3 hours prior to kick-off of the Match (although please note that the Club reserves the right to change this deadline on a Match to Match basis), it will be possible to 'upgrade' for a fee the Seasoncard Card of a Junior Gold Seasoncard Holder for use by a non-concessionary save that the number of upgrades of a Junior Gold Seasoncard Holder's Seasoncard Card located in the Family Stand at the Ground shall be limited to no more than three (3) upgrades per Season.
- 2.11. Please note: The Gold Seasoncard does not include access to any of the Club's reserve team matches.

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#### Section 6 - MCFC Cup Scheme Terms and Conditions

The Club operates the following three Cup Schemes:

- i) the FA Cup Scheme;
- ii) the League Cup Scheme; and
- iii) The UEFA Competition Scheme

In addition to the General T&Cs set out in section 2 of this document and the terms and conditions set out in the relevant SPG Seasoncard T&Cs, the following terms and conditions ("Cup T&Cs") shall apply to Platinum and Gold Seasoncard Holders who join a Cup Scheme ("Cup Scheme Seasoncard Holders") (in respect of each Cup Scheme which the Seasoncard Holders join).

#### 1. Pre-Requisites for Cup Scheme Seasoncard Application

- 1.1. Seasoncard of each Cup Scheme is open to Adult and Junior (City Kicks) Platinum and Gold Seasoncard Holders only (together "Cup Scheme Eligible Seasoncard Holders").
- 1.2. Cup Scheme Eligible Seasoncard Holders shall be entitled to apply to join each of the Cup Schemes individually (for the avoidance of doubt, Cup Scheme Eligible Seasoncard Holders can join any or all of the Cup Schemes).

#### 2. Cup Scheme Benefits

- 2.1. Subject to condition 3.11 below, Cup Scheme Seasoncard Holders shall be entitled access to and shall be required to pay for a ticket to every Match played at the Ground in the relevant Cup Competition(s) for which the Cup Scheme Seasoncard Holder joins the Cup Scheme.
- 2.2. Cup Scheme Seasoncard Holders will be entitled to 'priority access' to tickets from the Club's allocation for each Match played away from the Ground in the relevant Cup Competition, including any final(s) ("Away Games") (subject to availability).

Note: 'priority access' shall mean priority over all Seasoncard Holders who have not joined the relevant Cup Scheme, with the exception of Superbia Seasoncard Holders. Priority between Cup Scheme Seasoncard Holders of the relevant Cup Scheme shall be determined by the number of Loyalty Points accrued at that point in the Season. For the avoidance of doubt, Cup Scheme Seasoncard Holders with the highest number of Loyalty Points will take priority over those who have fewer Loyalty Points in this situation.

- 2.3. For the FA Cup Scheme and League Cup Scheme only, the price of home Cup Match tickets up to, but not including, the quarter final stage of the relevant Cup Competition will be subject to the published price cap applicable to the relevant Cup Scheme. This price cap will be notified to Cup Scheme Seasoncard Holders by the Club on the Website, and at the Club ticket office.
- 2.4. Loyalty Points are awarded to a Seasoncard Holder on joining a Cup Scheme in accordance with the Loyalty Points scheme operated by the Club from time to time.

#### 3. <u>Cup Scheme Specific Terms</u>

3.1. By joining a Cup Scheme, a Cup Scheme Seasoncard Holder commits to the purchase of a ticket to every home Match of the relevant Cup Competition to which they subscribe.

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- 3.2. The Club will automatically collect payment for tickets to home Matches in the relevant Cup Competition on or around the date on which tickets go on general sale using the payment details provided by the Cup Scheme Seasoncard Holder to the Club (which must be either credit or debit card payment details). Once payment has been collected, no refunds will be given.
- 3.3. The Club shall not be required to inform Cup Scheme Seasoncard Holders that payment has been taken in respect of any ticket for any home Match in the relevant Cup Competition. The Club shall not be liable for any bank and / or credit card charges that may be incurred by any Cup Scheme Seasoncard Holder as a result of payment being collected in this way.
- 3.4. It is the responsibility of each Cup Scheme Seasoncard Holder to keep the Club informed of any changes to that Cup Scheme Seasoncard Holder's payment details. For the avoidance of doubt, condition 2.7 of the General T&Cs will apply.
- 3.5. If the Club attempts to use a Club Scheme Seasoncard Holder's payment details to collect payment for a ticket and payment is declined for any reason (or if the Cup Scheme Seasoncard Holder otherwise indicates to the Club that the Cup Scheme Seasoncard Holder wishes to leave the Cup Scheme):
  - a. the Cup Scheme Seasoncard Holder will not be permitted entry to the relevant Match; and
  - b. that Cup Scheme Seasoncard Holder's Seasoncard of the Cup Scheme will be terminated.
- 3.6. In the event of termination of Seasoncard of a Cup Scheme before the end of the Season, all Cup Scheme Benefits shall cease and any Loyalty Points awarded to the Seasoncard Holder for joining the Cup Scheme will be deducted from the Cup Scheme Seasoncard Holder's account.
- 3.7. To receive the published Cup Scheme Loyalty Point 'bonus', Seasoncard Holders must have registered to join the relevant Cup Scheme(s) by the following dates:
  - a. Joining all three Cup Schemes, by 31st August 2013;
  - b. The UEFA Competition Scheme, by 31st August 2013;
  - c. The League Cup Scheme, by 31st August 2013;
  - d. The FA Cup Scheme, by 30th November 2013.

The Club may choose to extend any/all of these registration dates at its sole discretion.

- 3.8. The joining of a Cup Scheme does not entitle a Cup Scheme Seasoncard Holder to purchase additional Cup Match tickets on behalf of any other person or for use by any other person. For the avoidance of doubt, a Cup Scheme Eligible Seasoncard Holder who has subscribed for a Cup Scheme may only purchase one ticket to each Cup Match relevant to that Cup Scheme for his / her own personal use.
- 3.9. Where valid payment is received, the Cup Scheme Seasoncard Holder's Seasoncard will be activated to allow entry to the Ground via the access control system for the relevant Cup Match.
- 3.10. Should a Cup Scheme Seasoncard Holder be required to relocate for a Cup Match at the Ground in accordance with condition 11 of the General T&Cs, the Club will provide a period for Cup Scheme Seasoncard Holders to select alternative seats before seats are offered to Seasoncard Holders who have not joined the relevant Cup Scheme (other than Superbia Seasoncard Holders). This time period will be determined by the Club and notified to the Cup Scheme Seasoncard Holders affected.

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- 3.11. If an Away Match is relocated to the Ground for any reason (including without limitation safety reasons) but is deemed to be an Away Match for the purposes of the relevant Cup Competition, the Cup Scheme Seasoncard Holder will not be automatically entitled to a ticket for that Match under condition 2.1 above, and such tickets must be purchased separately by the Cup Scheme Seasoncard Holder (in accordance with condition 2.2. above).
- 3.12. The Club shall notify Cup Scheme Seasoncard Holders of the process by which they should notify the Club if they wish to exercise their 'priority access' to tickets to Cup Competition Away Matches under their rights granted by condition 2.2 above. The Club reserves the right to amend this process from time to time at its sole discretion.
- 3.13. Further to condition 2.2, Cup Scheme Eligible Seasoncard Holders shall note that the Club acts as agent on behalf of the away club or relevant competition organiser when supplying tickets to Away Matches. The availability of tickets to Cup Scheme Seasoncard Holders for Away Matches is subject to the relevant club and/or venue's terms and conditions, ground regulations and the directives of the away club, governing body or competition organiser, as applicable (the "Away Ground Terms"). The Club is not responsible for any issues relating to access and safety at any away ground. If an Eligible Cup Scheme Seasoncard Holder commits a breach of the Away Ground Terms, it shall be deemed to be a breach of these Seasoncard T&Cs and condition 8.8 of the General T&Cs at section 2 will apply. The Club shall not be liable to any Eligible Cup Scheme Seasoncard Holder for any failure to supply an Away Match ticket if it is prevented from doing so by reason of the Away Ground Terms.



#### <u>Section 7 – MCFC Direct Debit Scheme Terms and Conditions</u>

In addition to the General T&Cs set out in section 2 above and the relevant SPG Seasoncard T&Cs, the following terms and conditions (the "Direct Debit T&Cs") shall apply to Seasoncard Holders who wish to purchase a Seasoncard using the Direct Debit Scheme.

#### **Direct Debit Club T&C's**

- 1. To be eligible for the Direct Debit Scheme, purchasers must:
  - a. be over 18 and have a UK bank account;
  - b. be applying for either the Superbia, Platinum, Gold (excluding Value Gold) Seasoncard(s); and
  - c. ensure that their application (including any amendments) is received by the Club by 5pm on Monday 17<sup>th</sup> June 2013.

(the "Eligible Supporter").

- 2. An Eligible Supporter who wishes to pay by direct debit shall have the option to purchase one or more Seasoncard(s) by either of the following payment plans:
  - a. the "one instalment plan", under which payment for the Seasoncard will be taken in one single payment on 1<sup>st</sup> July 2013; or
  - b. the "four instalments plan", under which four instalments of equal value will be taken in advance in each of the following months during the relevant season: July, September, November and February. An example of a direct debit payment schedule is set out below. Please note that the price of the Seasoncard and the amount of each instalment will be confirmed to the Eligible Supporter on application for the Direct Debit Scheme, and may differ from the amounts shown below which are for illustration purposes only.

Seasoncard Price	Instalment 1	Instalment 2	Instalment 3	Instalment 4
	July	September	November	February
Superbia - £2,800	£700	£700	£700	£700
Platinum - £830	£207.50	£207.50	£207.50	£207.50
Gold - £780	£195	£195	£195	£195

For the avoidance of doubt, the price of the Seasoncard purchased under the Direct Debit Scheme will be no more than the cash price of the Seasoncard.

- 3. It shall remain the responsibility of the Eligible Supporter to ensure that all instalments are paid to the Club on the relevant instalment due date. The time for payment of each instalment shall be of the essence of the contract.
- 4. In each instance where an instalment fails, the Club reserves the right to:
  - a. suspend the Eligible Supporter's Seasoncard immediately, preventing the Eligible Supporter from attending any Match at the Ground. suspend the Eligible Supporter's Seasoncard immediately, preventing the Eligible Supporter from attending any Match at the Ground; and/or
  - revoke all Loyalty Points and all Seasoncard Benefits acquired by the Seasoncard Holder; and/or
  - c. restrict the Eligible Supporter from renewing the Seasoncard(s); and/or

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#### d. prohibit the Eligible Supporter from purchasing tickets to any future Match.

- 5. If an instalment fails, the Eligible Supporter will receive a notification email or SMS via the Club and the Eligible Supporter shall be responsible for ensuring that the unpaid instalment is promptly paid to the Club. It shall remain the responsibility of the Eligible Supporter to log-in to their online account to review the payment schedule and address any notifications received from the Club regarding failed instalments.
- 6. On the first occasion an instalment fails:
  - a. if the instalment is not paid within 7 days of the notification of the failed instalment from the Club, the Club reserves the right to charge an additional administration fee of £12 for payments not made; and
  - b. if the instalment is not made within 30 days of the notification of the failed instalment from the Club, in addition to its right to suspend the Seasoncard under condition 4 above, the Club reserves the right to:
    - i. terminate the Seasoncard; and/or
    - ii. take such action as it deems necessary to recover sums due to the Club and the Club reserves the right to appoint a third party to recover any such sums.
- 7. In each subsequent case where the Club receives a failed payment notification during the Direct Debit Scheme, the Club reserves the right to:
  - a. cancel or suspend the Eligible Supporter's Seasoncard for all remaining fixtures; and/or
  - b. take such action as the Club deems necessary to recover sums due to the Club and the Club reserves the right to appoint a third party to recover any such sums,

irrespective of whether the previous failed payment has been rectified.

- 8. For the avoidance of doubt, any references to the Club taking action to recover sums due will include sums that are already overdue and sums which would have become due had the Seasoncard not been terminated (although the Club will use reasonable endeavours to mitigate its losses in relation to such future payments), plus any reasonable costs of collecting such sums.
- 9. The Club reserves the right to withdraw the Direct Debit Scheme at any time, with prior written notice to the Eligible Supporter of 10 working days. The Eligible Supporter will have the option of paying the balance outstanding against their Seasoncard within 30 days of the withdrawal of the Direct Debit Scheme, or cancelling their Seasoncard from the date that the next instalment would have fallen due.
- 10. It remains the responsibility of the Eligible Supporter to advise the Club of any changes to their MCFC account or bank details, including name changes, contact telephone number and e-mail. Any changes to bank account details (including requests to change instalment dates) must be given to the Club no later than 10 working days in advance of the next due instalment.
- 11. If during the Direct Debit Scheme the Eligible Supporter wishes to cancel their Direct Debit Scheme and change the method of payment, they must contact the Club no later than 10 working days in advance of the next due instalment. The Eligible Supporter must pay any outstanding balance against the Seasoncard when informing the Club of their intent to cancel the direct debit plan. If any outstanding balances against the season card are not paid at this time, the Club reserves the right to exercise the rights set out in condition 6.b above. For the avoidance of doubt, this is merely a right to amend the method of payment and not a right to cancel the Seasoncard.

#### **AUTOMATIC RENEWAL**

- 12. By signing up to the Direct Debit Scheme the Eligible Supporter is agreeing to an automatic renewals scheme. This means that:
  - a. prior to the end of the Season, the Club will send a renewal notification to the Eligible Supporter to advise of the renewal cost of the Seasoncard and any changes to terms and conditions that will take effect at renewal;

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- b. by not responding to the renewal notification, the Eligible Supporter shall be deemed to accept any changes to the terms and conditions and any other changes detailed in the renewal notification;
- c. the Eligible Supporter's Seasoncard will be automatically renewed for the following season (including any qualifying add-on product purchased the previous season, for example seasonal car parking or digital subscription to the official matchday programme); and
- d. the Eligible Supporter will once again be enrolled on to the Direct Debit Scheme.
- 13. The Club will publish a renewal deadline date during each season. Should the Eligible Supporter wish to change their method of payment or not wish to renew their Seasoncard, the Eligible Supporter must notify the Club during this period. For the avoidance of doubt, the Eligible Supporter should contact the Club prior to the published renewal deadline date for the 2014/15 season and inform the Club of any changes to payment arrangements or if they do not wish to renew their Seasoncard.
- 14. Please note that the automatic renewals process and Direct Debit Scheme is no guarantee that an Eligible Supporter will be entitled to a Seasoncard offering the same facilities or seat choice as the previous season.



#### <u>Section 8 – MCFC Ticket Exchange Terms and Conditions</u>

In addition to the terms and conditions set out in sections 2 to 7 above, the following terms and conditions (the "Ticket Exchange T&Cs") shall apply to Seasoncard Holders who wish to exercise their entitlement to use the MCFC Ticket Exchange (the "Exchange"). Ticket Exchange Partner's terms and conditions for buying and selling tickets (which shall be located online on Ticket Exchange Partner's website and on www.mcfc.co.uk (the "Ticket Exchange Partner T&Cs")) shall also apply to Seasoncard Holders who wish to use the Exchange.

#### 1. General

- 1.1. During the Season, Ticket Exchange Eligible Seasoncard Holders (as defined below) shall have the opportunity to re-sell and purchase English Premier League Match tickets to which they are entitled under their Seasoncard by using the Exchange (subject to the Ticket Exchange Partner T&Cs and these Ticket Exchange T&Cs).
- 1.2. Whilst Ticket Exchange Eligible Seasoncard Holders are entitled to access the Exchange by virtue of their purchase of a Seasoncard, it should be noted that all purchase and sale transactions are made directly between the users of the Exchange and Ticket Exchange Partner. The Club excludes all liability (and shall not provide any refund) for any loss, damage, liability and / or costs of any kind which may be incurred by users of the Exchange as a result of any breach by the Ticket Exchange Partner of the Ticket Exchange Partner T&Cs, any insolvency of Ticket Exchange Partner, the suspension or termination of trading by Ticket Exchange Partner and / or any other act or omission of the Ticket Exchange Partner.
- 1.3. The Club reserves the right to reject any tickets resulting from transactions completed on the Exchange which are found to be in breach of the Ticket Exchange Partner T&Cs or these Seasoncard T&Cs (as amended from time to time).

#### 2. Pre-Requisites for use of the Exchange

- 2.1. "Ticket Exchange Eligible Seasoncard Holders" for the purposes of this section 8, shall be:
  - a. as regards the **purchase** of tickets to Club Premier League Matches through the Exchange, Superbia Seasoncard Holders, Platinum Seasoncard Holders, Gold Seasoncard Holders and Value Gold Seasoncard Holders (but excluding, for the avoidance of doubt, Junior Platinum Seasoncard Holders and Junior Gold Seasoncard Holders); and
  - b. as regards the **sale** of tickets to Club Premier League Matches through the Exchange, Superbia Seasoncard Holders and Platinum Seasoncard Holders.
- 2.2. The following Seasoncard Holders may not use the Exchange to buy/sell tickets and are therefore not Ticket Exchange Eligible Seasoncard Holders for the purposes of this section 8:
  - Club employees;
  - b. concessionary Disabled Seasoncard Holders\*;
  - c. Disabled Carers; or
  - d. banned Seasoncard Holders

\*Disabled Seasoncard Holders are restricted from selling their tickets using the Exchange due to issues around the allocation of specific seats / bays and carer entitlements. The Club will provide a service through Supporter Services (+44 161 444 1894, option 1, option 3) to enable Disabled Seasoncard Holders to buy / re-sell their tickets. Any supporters who qualify as a Walking Ambulant, without an associated carer, will be able to sell their tickets through the Exchange.

2.3. To buy or sell tickets through the Exchange, Ticket Exchange Eligible Seasoncard Holders must open an account with Ticket Exchange Partner confirming acceptance of the Ticket Exchange Partner T&Cs. The

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Ticket Exchange Eligible Seasoncard Holder must then link their Ticket Exchange Partner account to their Club Seasoncard Holder account by providing their appropriate Seasoncard Holder credentials.

#### 3. Terms of use of the Exchange

- 3.1. Ticket Exchange Eligible Seasoncard Holders selling tickets ("Sellers") may list their tickets for sale on the Exchange not earlier than eight (8) weeks before the relevant Match is scheduled to take place and may sell their tickets via the Exchange not earlier than four (4) weeks before the relevant Match is scheduled to take place. Ticket Exchange Eligible Seasoncard Holders may also place Premier League Match tickets belonging to other Ticket Exchange Eligible Seasoncard Holders for sale on the Exchange in a bundle with their own ticket so long as the other Ticket Exchange Eligible Seasoncard Holders are 'linked' to the Seller through their Ticket Exchange Partner/Seasoncard Holder account.
- 3.2. Tickets for Premier League Matches will be removed from sale on the Ticket Exchange Partner website in line with the following deadlines:
  - a. For Matches where kick off is before 2pm –midnight on the day prior to the Match;
  - b. For Matches where kick-off is after 2pm and before 5pm –10am on the day of the Match;
  - c. For Matches which kick-off is after 5pm 12 noon on the day of the Match.

The Club reserves the right to amend these timescales as necessary and at its absolute discretion.

- 3.3. Each Ticket Exchange Eligible Superbia and Platinum Seasoncard Holders may only use the Exchange to sell a ticket/bundle of tickets up to a maximum of six (6) times during the Season.
- 3.4. When the Seller's ticket is sold, the Club will deactivate the Seller's Seasoncard Card (and any other Seasoncard Cards for which tickets have been sold on the Exchange) for the relevant Match and activate the Seasoncard Card of the Ticket Exchange Eligible Seasoncard Holder who purchases the ticket (or issue paper tickets if required) ("Purchaser").
- 3.5. Sellers retain any Loyalty Points associated with their ticket(s) and Purchasers do not receive any Loyalty Points for purchases through the Exchange.
- 3.6. Purchasers may be required to meet certain criteria to use the Exchange, which may be set in the Club's absolute discretion, on a match by match basis. For example, for a selected Match the Club may require that a Purchaser must have attended at least one other Match at the Ground in the previous three seasons. Criteria will be published on the Ticket Exchange Partner's website in advance of the relevant Match.
- 3.7. Purchasers will be limited to a maximum number of six (6) tickets per Purchaser per Match. However, the Club reserves the right to reduce this limit at its absolute discretion.
- 3.8. In respect of the sale and purchase of tickets in the Family Stand, tickets must be bundled in a way which conforms to the MCFC Family Stand purchasing policy in place from time to time (i.e. a minimum of 1 child ticket with up to 3 adult tickets).
- 3.9. Once a sale has completed through the Exchange, neither Purchaser nor Seller has any option to cancel the transaction.
- 3.10. Tickets sold through the Exchange in accordance with these Ticket Exchange T&Cs and the Ticket Exchange Partner T&Cs shall be deemed authorised by the Club for the purposes of section 12 of the General T&Cs.

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#### 4. Payments, fees and charges

4.1. Full details of the way in which Sellers will receive payment, and the fees and charges payable to the Ticket Exchange Partner by Sellers and Purchasers, shall be set out on the Ticket Exchange Partner's website and in the Ticket Exchange Partner T&Cs.

**For information purposes only,** at the date of publication of these Seasoncard T&Cs, it is anticipated that:

- a) tickets sold through the Exchange may be sold at between 90% and 150% of the published **Adult** matchday price for the relevant Premier League Match\*;
- b) Sellers will receive 100% of the price at which a ticket is sold less 10% commission (plus any applicable VAT payable on the commission), payable to the Ticket Exchange Partner\*\*;
- c) Purchasers will pay stated ticket price, 15% commission (plus any applicable VAT payable on the commission) and fulfilment charge; and

\*with the exception of Junior Platinum Seasoncard Holder tickets in the Family Stand, which may be sold at between 90% and 150% of the published **Junior** matchday price.

\*\*with the exception of Sellers who are Concessionary Seasoncard Holders, who will receive 100% of the face value of the equivalent concessionary ticketless 10% commission (plus any applicable VAT payable on the commission) payable to the Ticket Exchange Partner. For the purposes of these Ticket Exchange T&Cs, "Concessionary Seasoncard Holder" shall mean any Seasoncard Holder who purchases a Seasoncard at a rate reduced in comparison to that paid for a standard adult Seasoncard for the equivalent ticket, including, without limitation, Junior Seasoncard Holders, Seasoncard Holders aged 16 to 21, Seasoncard Holders aged 65 and over and disabled Seasoncard Holders.

Tickets purchased via the Exchange must be paid in full at the time of purchase in line with the Ticket Exchange Partner T&Cs. Payment card details are managed by Ticket Exchange Partner.

Please note that the charges referred to above are subject to change. Full details of all applicable fees shall be set out on the Ticket Exchange Partner website in advance of the launch of the Exchange. Any VAT payable by Sellers and Purchasers to the Ticket Exchange Partner shall be calculated in accordance with the VAT rate applicable to the Seller's / Purchaser's billing address.

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#### <u>Section 9 – MCFC Travel Terms and Conditions ("Travel T&CS")</u>

#### **Metrolink MCFC Matchday Season Ticket Terms and Conditions**

In addition to the General T&Cs set out in section 2 above and the relevant SPG Seasoncard T&Cs, the following terms and conditions shall apply to Seasoncard Holders who choose to purchase a Metrolink matchday season ticket.

- 1. Metrolink Matchday Season Ticket (MMST) is only valid:
  - a) When accompanied by a valid Manchester City Football Club (MCFC) Season Card for season 2013/14
  - b) For travel to and from MCFC first team home matches at the Etihad Stadium, on valid match days. Valid match days are MCFC first team home Premier League, League Cup, FA Cup and the UEFA competitions (Europa League and Champions League) at the Etihad Stadium during season 2013/14.
  - c) For travel between any Metrolink station and the Etihad Campus stop on valid match days; travel is permitted from 9.30am on weekdays and anytime on Saturdays, Sundays and Bank Holidays. MMST's cannot be used for any other journey and/or on any other dates not deemed as a valid match day. For any other journeys, the holder of a valid MMST must pre-purchase a separate Metrolink ticket for that journey.
  - d) A passenger found to be on a Metrolink vehicle, or on a station platform having just alighted from a vehicle, without a valid ticket or MMST or other approved authorisation to travel valid for his/her journey will be liable to pay a Standard Fare of £100 and may be liable to prosecution.
- 2. The holder of a valid MMST is entitled to travel on Metrolink services without further payment provided that the journey made is between any Metrolink station and the Etihad Campus on valid match days.
- 3. MMST's are not transferable from one person to another. They remain the property of Transport for Greater Manchester (TfGM) and may be withdrawn if improperly used. No replacements will be issued for lost, destroyed or defaced MST's.
- 4. Metrolink RATP Dev UK (who operates the Metrolink network) does not undertake to provide conveyance on any particular vehicle or at any particular time on any particular day.
- 5. MMST holders have no precedence over other passengers and Metrolink RATP Dev UK accepts no liability for loss, expense or inconvenience arising as a result of lack of accommodation for MST holders at any place or time.
- 6. Refunds are not permitted.
- 7. Metrolink, TfGM and MCFC are not responsible for any MMST which is lost, stolen, forgotten, damaged, defaced, or destroyed. Applications for replacement MMST should be made to MCFC who may, subject to agreement with TfGM, issue a duplicate of any such MMST to the Member at MCFC's absolute discretion. A non-refundable administration fee may be levied, to be paid by the Purchaser or Member, prior to the issue of a duplicate MMST.
- 8. MMST holders are conveyed subject to the conditions and regulations given in this document, conditions of carriage and the Greater Manchester Metrolink System Byelaws.
- 9. The MMST is provided and issued by the Metrolink. The Club excludes all liability (and shall not provide any refund) for any loss, damage, liability and / or costs of any kind which may be incurred by users of the service provided by Metrolink as a result of any breach by Metrolink, changes in the provision of the service and / or any other act or omission of Metrolink.



#### Section 10 - MCFC Car Parking ("Car Park T&CS")

The Club has available for purchase a number of parking spaces (including both standard and disabled spaces) at the Car Park for use prior to and during football matches and other events held at the Stadium. The following terms and conditions (the "Car Park T&Cs") apply to all purchases of Seasonal Car Park Passes, Match Day Car Park Passes and Event Day Car Park Passes at the Stadium (as defined below). In these Car Park T&Cs.

#### 1. Purchase of a Car Park Pass

- 1.1. All purchasers of Car Park Passes shall be deemed to have read, understood and agreed to these Car Park T&Cs at the point of purchase. Any individual purchasing a Car Park Pass on behalf of a third party shall be deemed to be acting with the consent of each Car Park Pass Holder for whom they are making that purchase, including acting with the authority of each such Car Park Pass Holder to agree to these terms and conditions on their behalf.
- 1.2. Car Park Passes may be purchased at the prices published by the Club from time to time.
- 1.3. Following the purchase of a Car Park Pass, the Club shall issue the Car Park Pass Holder with a Paper Hanger which shall, before the relevant Match or Event, be either posted to the Car Park Pass Holder or left for collection at the Stadium or such other location as the Club deems reasonable from time to time.
- 1.4. Car Park Passes are sold subject to availability. The Club reserves the right to refuse to sell any Car Park Pass to any person, including to persons who are or have been ejected or banned from entering the Stadium or who are subject or have been subject to the suspension of their Season Card.

#### 2. Seasonal Car Park Pass

- 2.1. Seasonal Car Park Passes may only be purchased by supporters of the Club who are in possession of a valid and current Superbia, Platinum or Gold Season Card for the Season. Seasonal Car Park Passes may be purchased either in person from the ticket office at the Ground, online (when renewing a Season Card only) or on the telephone by calling 0161 444 1894.
- 2.2. Holders of Seasonal Car Park Passes will receive a Paper Hanger which will entitle them to the use of an allocated Car Park (and sometimes an allocated parking space in that Car Park) for every Premier League home game played at the Stadium and may be extended to include UEFA and / or domestic cup home games if a Cup Scheme has been bought (subject to any applicable terms and conditions and the receipt of any additional payments due).

#### 3. Match Day Car Park Pass

3.1. Match Day Car Park Passes may be purchased as part of a hospitality package in advance of a Match or on the day at the Car Park entrance. Holders of Match Day Car Park Passes will receive a Paper Hanger which will entitle them to the use of an allocated Car Park (and sometimes an allocated parking space in that Car Park) for the relevant Match.

#### 4. Event Day Car Park Pass

4.1. Event Day Car Park Passes may be purchased as part of a hospitality package in advance of an Event, independent of a hospitality package in advance of an Event (from the Club of the Event organiser as applicable) or on the day at the Car Park entrance. Holders of Event Day Car Park Passes will receive a

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Paper Hanger which will entitle them to the use of an allocated Car Park (and sometimes an allocated parking space in that Car Park) for the relevant Event.

#### 5. **Disabled Spaces**

- 5.1. Seasonal and Event Day Car Park Passes for Disabled Spaces at the Car Park are available to purchase (subject to availability).
- 5.2. Individuals who wish to purchase a Car Park Pass for a Disabled Space should apply to the Club (or the third party Event organiser if applicable) prior to the purchase of their Car Park Pass (by telephone on 0161 444 1894) and may be required to provide supporting evidence of their requirement for a Disabled Space. When booking a Disabled Space, the Club may also require information as to how the Vehicle is accessed to ensure a suitable Disabled Space is allocated.
- 5.3. Where proof of disability is provided or the Car Park Pass Holder possesses a blue badge which is displayed in their Vehicle, no fee will be charged by the Club for use of a Disabled Space so long as it is booked in advance. Where a Disabled Space is not booked in advance, a fee will be charged and accessibility may be impacted.

#### 6. Entry to and use of the Car Park

- 6.1. Use of the Car Park is subject to compliance with the Club's Ground Regulations (available online at www.mcfc.co.uk/common/ground-regulations).
- 6.2. Upon presentation of the relevant Paper Hanger, the Car Park Pass Holder's Vehicle shall be permitted access to the Car Park no earlier than 2.5 hours before the start of the relevant Match or Event. Entry to the Car Park may be refused where the individual operating the Car Park under the authorisation of the Club considers it reasonable to do so (including, without limitation, where such individual determines that the relevant Vehicle is too large to fit comfortably within the allocated parking space).
- 6.3. The Club shall not be obliged to admit any Car Park Pass Holder who forgets their Car Park Pass in respect of any Match or Event, nor shall it be obliged to issue any other form of Car Park Pass for that football match or event.
- 6.4. Following entry to the Car Park, all Paper Hangers must be placed inside the Vehicle so they are clearly visible from the outside of the Vehicle.
- 6.5. Car Park Pass Holder's shall ensure that their Vehicle is parked within the designated bay in the correct part of the Car Park for which the Car Park Pass is valid and is parked in such a way as not to cause an obstruction to any other vehicle or the general operation of the Car Park. No Vehicle shall be parked within a Disabled Space unless it has the suitable Car Park Pass (and displays the requisite disabled accreditation if applicable).
- 6.6. The Club reserves the right to move any Vehicle (by driving or otherwise) within the Car Park which contravenes these Car Park T&Cs or to such extent as is reasonably necessary either to avoid obstruction at the Car Park or ensure the proper running or operation of the Car Park on the date of a Match or Event.
- 6.7. All Vehicles must be removed from the Car Park by the earlier of (i) 2 hours after the relevant Match or Event has finished; and (ii) the closing time stated on signage in the relevant part of the Car Park, and in any event Vehicles may not in any circumstances be left in the Car Park overnight. Car Park Pass Holders in Disabled Spaces shall not be able to leave their Disabled Space or the Car Park until they are given express permission by the steward(s) due to the location of the Disabled Spaces.

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6.8. Car Park Pass Holders should check for details of any road closures in operation on the date of the Match or Event to which their Car Park Pass relates.

#### 7. Liability

- 7.1. The Club is unable to give any guarantees that any particular Match or Event for which a Car Park Pass is purchased will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match or Event when required by circumstances outside its control. Car Park Pass Holders shall be entitled to use their Car Park Pass at any such re-arranged Match or Event.
- 7.2. Vehicles are parked at the Car Park at the Vehicle owner's risk and, in the absence of negligence by the Club or its servants or agents, a Car Park Pass Holder will be responsible for any loss, theft, injury or damage to either
  - a) the Vehicle; and/or
  - b) any of their articles left or displayed in the Vehicle.

#### 8. Additional Terms

- 8.1. The Car Park Pass Holder (or any person purporting to be the Car Park Pass Holder) may be required at any time to deliver up the relevant Entry Materials for inspection by the Club and to prove that they are the Car Park Pass Holder.
- 8.2. The Club is not responsible for any Paper Hanger which is lost, stolen, forgotten, damaged, defaced or destroyed. If a Car Park Pass Holder damages, loses or misplaces their Paper Hanger or has the same stolen, a duplicate of such Paper Hanger may be provided to the Car Park Pass Holder at the Club's absolute discretion and may be subject to a non-refundable administration fee of £10.00 to be paid by the Car Park Pass Holder and / or subject to the condition that any damaged or defaced Paper Hanger be returned to the Club prior to the issue of a duplicate Paper Hanger. For the purposes of this clause 23, whether a Paper Hanger is damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion.
- 8.3. The Club reserves the right in its sole discretion to temporarily or permanently reallocate the parking space allocated to the holder of a Car Park Pass to an alternative parking space of equal or greater value if:
  - a) the area of the Car Park in which the allocated parking space is located is closed for operational reasons, maintenance, repairs or re-structure;
  - b) 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 Stadium or to comply with any law, rule or regulation applicable to the Car Park and / or the Car Park Pass; or
  - c) 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.
- 8.4. Match Day and Event Car Park Passes may be purchased as part of a hospitality package and the refund rules for the relevant package shall therefore apply (please see the Club's Hospitality T&Cs available at www.mcfc.co.uk). No refund shall be given on the cancellation of the purchase of a Seasonal Car Park Pass or an Event Day Car Park Pass purchased separate from a hospitality package. No partial refund shall be given in respect of any Matches for which a Seasonal Car Park Pass is not used.
- 8.5. Car Park Passes are personal to Car Park Pass Holders, are not transferable and shall not be transferred under any circumstances, save where expressly permitted by the Club in writing in its absolute discretion.

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- 8.6. Entry Materials will remain the property of the Club at all times (each Car Park Pass Holder retaining any Entry Materials on behalf of the Club and being entitled to the benefits conferred by the Car Park Pass subject to these Car Park T&Cs). The Club reserves the right to require the immediate return of any Entry Materials at any time.
- 8.7. The Club reserves the right to suspend the use of a Car Park Pass and all associated benefits for a period of time, withdraw its use and such benefits completely and/or terminate the Car Park Pass Holder's contract for the purchase of the Car Park Pass if:
  - a) the Car Park Pass Holder (or any individual in possession of the Entry Materials) breaches any of these Car Park T&Cs (or the Club has reasonable grounds to suspect such a breach) or otherwise misuses the Car Park Pass or Entry Materials; or
  - b) the Car Park Pass Holder breaches any of the terms and conditions (or the Club has reasonable grounds to suspect such a breach) of any other product, service or Club related scheme in which he/she is participating (including, without limitation, the Club's Seasoncard T&Cs and the Club's Ground Regulations). Save as expressly set out in these Car Park T&Cs, the Club shall not be obliged to make any refund to a Car Park Pass Holder if their Car Park Pass and associated benefits are suspended or withdrawn or if their contract for the purchase of a Car Park Pass is terminated.
- 8.8. The Club reserves the right to change these Car Park T&Cs from time to time, and shall publicise such changes on its website.
- 8.9. Car Park Pass Holders must ensure that any rules further to these Car Park T&Cs which are displayed and implemented at the Car Park (including any speed limits) are complied with.
- 8.10. The Club shall be entitled to enforce these Car Park T&Cs against each Car Park Pass Holder. The Club shall at any time be entitled to assign, transfer or novate the benefit and/or burden of (and any right or obligation of the Club under) these Car Park T&Cs to any of its group companies.
- 8.11. Car Park Pass Holders acknowledge and agree that the personal data provided by them to the Club in the purchase of a Car Park Pass 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 Club's website at <a href="https://www.mcfc.co.uk/common/privacy">www.mcfc.co.uk/common/privacy</a>).
- 8.12. If any of these Car Park T&Cs are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, they shall, to that extent, be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by applicable laws.
- 8.13. The failure by the Club to exercise or a delay by the Club in exercising a right or remedy provided by these Car Park T&Cs does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of these Car Park T&Cs does not constitute a waiver of any other breach and shall not affect the other terms and conditions.
- 8.14. These Car Park T&Cs (and any claim or dispute arising thereof) 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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#### Section 11 - MCFC Additional Benefits ("Additional T&CS")

#### **Etihad Airways voucher Terms & Conditions**

- 1. The Etihad Airways voucher shall be issued to the Seasoncard Holder subject to the following conditions:
  - a) the voucher can only be redeemed when booking through etihad.com;
  - b) the voucher can only be redeemed for flights from Manchester to Abu Dhabi;
  - c) the voucher only applies to flights booked between 1<sup>st</sup> July 2013 and 30<sup>th</sup> September 2013 for travel between 1<sup>st</sup> July 2013 and 10<sup>th</sup> December 2013;
  - d) the voucher can only be redeemed by the Seasoncard Holder against one flight booking;
  - e) discounts are applicable only off all Etihad Published GDS fares;
  - f) fare rules will be applied as per the published Etihad GDS rules and terms & conditions;
  - g) child discounts shall be permitted prior to the discount;
  - h) infant discounts shall not be permitted prior to the discount;
  - i) the Club's home shirt can only be claimed after flight booking has been made;
  - j) the Club's home shirt can only be claimed by the first 500 members who book;
  - k) in the event that the size requested is no longer in stock for the Club's home shirt, an away shirt will be offered if the relevant size is available;
  - l) by redeeming the flight voucher you acknowledge that your name, address, e-mail address and date of birth will have been made available to Etihad Airways, the Club and Kitbag.
- 2. The voucher is provided by Etihad Airways. The Club excludes all liability (and shall not provide any refund) for any loss, damage, liability and / or costs of any kind which may be incurred in relation to the use of this voucher as a result of any breach by Etihad Airways and / or any other act or omission of Etihad Airways.

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#### <u>Section 12 – MCFC Disabled Supporters – Additional Terms and Conditions:</u>

In addition to the General T&Cs set out in section 2 above and the relevant SPG Seasoncard T&Cs, the following terms and conditions shall apply to any Disabled Supporter of the Club.

- 1. Disabled Supporters who can provide the Club with any of the following as proof of their disability shall be entitled to purchase a Seasoncard or match ticket at the prevailing rate set by the Club for its Qualifying Disabled Supporters:
  - a. a statement of high mobility/living allowance as issued by the Department of Work & Pensions;
  - b. receipt of either the Severe Disablement Allowance or Attendance Allowance;
  - c. blind or partially sighted registration certificate;
  - d. enhanced rate of Personal Independence Payment (PIP);
  - (a "Qualifying Disabled Supporter").

The Club shall not accept any other documentation as proof of disability, and proof of disability must be provided prior to the start of each season.

- 2. The Club will allow a Reduced Mobility Supporter to bring a Personal Assistant to every Match played at the Ground. For the avoidance of doubt, Disabled Supporters or Qualifying Disabled Supporters are not automatically entitled to bring a Personal Assistant to a Match.
- 3. In respect of away matches, the Reduced Mobility Supporter should inform the Club and, subject to qualifying criteria and availability, the Club will provide a ticket for a Personal Assistant.
- 4. The right to bring a Personal Assistant shall be subject to the following conditions:
  - a. the Reduced Mobility Supporter must complete and submit a 'Personal Assistant Registration Form' to the Club;
  - b. in addition to the terms and conditions in this section, the Personal Assistant shall adhere and be bound by the same terms and conditions which apply to the Reduced Mobility Supporter; and it shall be the responsibility of the Reduced Mobility Supporter to inform the Personal Assistant of these requirements.
  - c. the Personal Assistant shall only attend Matches at the Ground along with the Reduced Mobility Supporter;
  - d. the Personal Assistant's ticket is non-transferable and may not be sold on by the Reduced Mobility Supporter or the Personal Assistant;
  - e. subject to condition 6 below, the Personal Assistant shall only attend matches along with the Reduced Mobility Supporter and enter the Ground while with the Reduced Mobility Supporter (at the same time); and
  - f. the Reduced Mobility Supporter must co-operate with the Club fully, and if requested to provide further proof of their disability to the extent that a Personal Assistant is required, this must be provided.
- 5. Should the Personal Assistant wish to attend a Match without the Reduced Mobility Supporter, the Personal Assistant must upgrade the Personal Assistant Seasoncard and pay the full prevailing rate to attend that particular fixture.
- 6. The Club will make every effort to allocate the Personal Assistant with a seat adjacent to the Reduced Mobility Supporter, however if this is not possible, the Club will allocate the closest available seat to the Reduced Mobility Supporter.
- 7. Please note that stewards and members of staff may carry out checks on all Seasoncard Holders or ticket holders. Any abuse of the disabled supporter's concessionary scheme will be dealt with severely and will result in the loss of your Seasoncard and the Club reserves the right to eject them from the Ground immediately.