

WEST BROMWICH ALBION FOOTBALL CLUB LIMITED
EFL Semi-Final Play Off Away Match Ticket Conditions of Issue 2023/24

Details of how the Club uses and protects your personal data, as well as your rights in respect of it, how to exercise your rights and how to contact us is set out in our [Customer Privacy Notice](#). More information about how the Club processes personal data in general can be found in our Privacy Policy at <https://www.wba.co.uk/privacy-policy>.

Information about other people

If you provide information to us about any other people such as your Guests, you must give them a copy of this Privacy Notice so that they understand how their information will be used. You should only provide information about them if you are authorised to do so.

1. Issue of Away Match Ticket

- 1.1. The issue of an Away Match Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry as may be amended from time to time, which includes:
 - 1.1.1. The Conditions of Issue;
 - 1.1.2. The Ground Regulations (which can be found on the Club's website and at various locations around the Ground);
 - 1.1.3. The applicable Football Authority rules and regulations in respect of the relevant competition;
 - 1.1.4. The Club Coronavirus Covid-19 Policy as issued and updated by the Club from time to time (which when applicable can be found on the Club's website) – the Club recommends that you check the Club's website regularly for the latest position; and
 - 1.1.5. The Spectator Code of Conduct as issued and updated by the Club from time to time which when applicable can be found on the Club's website - the Club recommends that you check the Club's website regularly for the latest position.
- 1.2. The Club reserves the right without liability to cancel or withdraw an Away Match Ticket, or, eject from the Ground, any person who fails to comply with the Terms & Conditions of Entry. The Club shall determine the applicable capacity of the Ground for each Match in its absolute discretion and shall have no liability in respect of the same. The foregoing includes the Club determining (including without limitation where this is required by the applicable authorities from time to time) that the Match must be played with a restricted number of fans attending or played behind closed doors with no spectator access. Away Match Tickets are for the use of supporters of the Visiting Club only. An Away Match Ticket can only be used for the Match identified on the Away Match Ticket and cannot be transferred and/or used at any other match. By applying for an Away Match Ticket and/or using the same you hereby warrant and represent that you are (1) not a supporter of the Club and that you are a supporter of the Visiting Club and/or any other club (other than the Club), and (2) you are not prohibited by law from attending any football ground (including the Ground) and are not subject to any football stadium bans, any Club issued bans, any Visiting Club issued bans, football related criminal and/or civil proceedings.
- 1.3. At the point of purchasing an Away Match Ticket, the Away Match Ticket Holder (or a person authorised to provide such information to the Club) shall provide their date of

birth and up to date and accurate contact details requested of them and any other Away Match Ticket Holder that is linked to their booking.

- 1.4. The Club does not tolerate foul and/or abusive behaviour either in person, or via any form of communication with Club staff, including telephone, email and social media. The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with this clause 1.4, and, in such circumstances, no refunds will be issued and you may also receive a lengthy and potential life ban.
- 1.5. You warrant that all information provided as part of the Away Match Ticket purchasing process was correct at the point of purchase and that you will make the Club immediately aware of any changes to such information.

2. Admission to the Ground

- 2.1. All Away Match Tickets are issued subject to all applicable laws, guidance, restrictions, protocols and rules from the Government, a national authority, a local authority, emergency service, safety body/group, Football Authority and/or the Club that apply from time to time. The Club reserves the right to cancel without liability any Away Match Ticket where required to do so by any applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, emergency service, safety body/group, Football Authority and/or the Club. By purchasing and/or accepting and/or holding an Away Match Ticket and/or using an Away Match Ticket to gain access to the Ground you: (a) certify that you have read, understood and accept; (b) agree to be bound by and to comply with; and (c) agree to bring to the attention of others, as required below, the Terms & Conditions of Entry.
- 2.2. By purchasing an Away Match Ticket you hereby acknowledge and agree that your attendance at the relevant Match is at your own risk and (to the extent permitted by applicable laws and except for the losses set out in clause 11.1) the Club accepts no responsibility and/or liability from any illness and/or injury resulting therefrom. You agree to comply with all applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, emergency service, safety body/group, Football Authority and/or the Club that are implemented from time to time.
- 2.3. You agree and acknowledge that you will not and are not permitted to attend the Match where to do so would breach any applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, safety body/group, emergency service, Football Authority and/or the Club. In such circumstances, the Club shall have no liability to you whatsoever and no refund will be offered in respect of the relevant Match that you are unable to attend due to these circumstances.
- 2.4. You warrant (1) that you will not, unless told otherwise by the Club, remain at the Ground if you develop any symptom(s) of an infectious disease, and (2) that your condition and conduct will not impair the safety of any other person attending the relevant Match to which your Away Match Ticket relates.
- 2.5. With the health and safety of all those attending the Match in mind, all Away Match Ticket Holders may be required at point of purchase and/or at such other times as required by the Club from time to time (either by themselves or by someone they have authorised to do so) to (1) provide their contact details, (2) complete health questionnaire(s), (3) provide a medical passport/ certificate / pass (including without

limitation a Covid pass), vaccine confirmations and/or travel confirmations, (4) be subject to non-invasive temperature checks and/or any other appropriate medical processes/questioning as is prudent in order to safeguard against any infectious disease and (5) provide such other documentation / information or be subject to such medical processes that are required from time to time by the Government, a national authority, a local authority, safety body/group, Football Authority, Medical Professional(s), Emergency Service and/or the Club (together the “**Information**”). Parents and legal guardians are responsible for completing any required paperwork in respect of a relevant minor (if any) and shall be present at all times when a minor is having its temperature taken or is being subject to appropriate medical processes/questioning (if any). You warrant that you will provide, when requested, all Information, you have the permission to provide such Information where such Information relates to a third party and all Information provided will be truthful, accurate and complete. An Away Match Ticket Holder is required to inform the Club, at any point prior to entry into the Ground or whilst in the Ground, of any changes to their Information. Without liability on the Club’s part, an Away Match Ticket may not be issued (or, if issued, may be deactivated without refund in entirety) unless all required Information is fully and accurately completed or where such Information reveals that such Away Match Ticket Holder should not be attending the Match due to any applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, safety body/group, Football Authority and/or the Club or where the Away Match Ticket Holder is suffering from an infectious disease.

- 2.6. All Away Match Ticket Holders are requested to arrive at the Ground (1) in good time to ensure all checks can be completed prior to entry and (2) if provided in accordance with the time advised to you by the Club. In addition, all Away Match Ticket Holders are required to follow all guidance/instructions provided by the Club regarding the exit of the Ground. All Away Match Ticket Holders may be contacted by the Club regarding their attendance at the Ground and, where required, for their contact details to be given to NHS Test and Trace (or successor or equivalent service) who may contact such Away Match Ticket Holder or their parent/guardian to help stop the spread of COVID-19 and/or any other infectious disease.
- 2.7. If you have and/or develop symptom(s) of an infectious disease whilst at the Ground you will immediately report such symptom(s) to a Club representative. The Club reserves the right without liability to the Away Match Ticket Holder or to any other person to take such action the Club deems appropriate, which may include, without limitation refused entry to the Ground, being taken to an isolation room for further assessment and/or removal from the Ground of any Away Match Ticket Holder that is (1) found to be displaying any symptoms of an infectious disease and/or (2) breaching, or the Club reasonably suspects is breaching, any applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, emergency service, safety body/group, Football Authority and/or the Club relating to an infectious disease. In such circumstances no refund will be offered.
- 2.8. Subject to the Terms & Conditions of Entry, an Away Match Ticket permits you to occupy at the Match the seat indicated on the Away Match Ticket or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion (you have no right to be allocated the seat that you have previously been allocated (if applicable)). The Club reserves the right, at any time and without notice, to move Away Match Ticket Holders to alternative seats for any reason. For example (and without limitation), the Club reserves the right to allocate the Away Match Ticket Holder an alternative seat in the Ground:

- 2.8.1. For operational and/or health and safety reasons;
- 2.8.2. Because the relocation is necessary in order to comply with the requirements, rules and/or regulations of any Football Authority (including without limitation additional ticket allocation having to be provided to away supporters for example at cup and/or play-off games), Licensing Authorities, Government, Local and other Public Authorities or such other relevant body/authority;
- 2.8.3. where requested or required by the Premier League and/or English Football League and/or any other Football Authority and/or competition organiser;
- 2.8.4. in the event of construction, development or maintenance work being carried out in any part of the Ground;
- 2.8.5. in the event of unforeseen circumstances affecting any part of the Ground;
- 2.8.6. to ensure social distancing can be maintained in accordance with Government and/or Football Authority guidelines to comply with any other measures required to minimise the risk of transmission of COVID-19 or any other infectious disease;
- 2.8.7. where the Club, Football Authorities, Licensing Authorities, Police and/or other emergency services consider the relocation is necessary in the interest of public safety.

Wherever possible the Club will use reasonable endeavours to relocate Away Match Ticket Holders to a seat of equivalent value. However, the Club's decision will be final on all relocation matters.

- 2.9. Nothing in the Terms & Conditions of Entry shall constitute or imply any entitlement to occupy the seat indicated on the Away Match Ticket in any subsequent season.
- 2.10. All access to the Ground pursuant to an Away Match Ticket shall be for the purposes of private enjoyment of the Match only and not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities). To be admitted into the Ground, you must present the Away Match Ticket (in whatever format it is provided to you by the Club from time to time) at the turnstile reader or as otherwise directed by the Club. Admission will be refused to any person who attempts to use the same Away Match Ticket on more than one occasion at the same Match, or use an Away Match Ticket that has been cancelled. Children under 14 years of age on the date of the relevant Match must be accompanied at the Match at all times by a responsible adult aged 18 years of age or older who has a valid ticket for the relevant Match and where such under 14 year old is not accompanied in accordance with this clause 2.10 they will not be permitted access to the Match, the relevant Away Match Ticket will be deactivated in respect of the Match and no refund will be issued. The responsible adult accompanying the under 14 year old will be responsible for the under 14 year old's actions, conduct and compliance with the Terms & Conditions of Entry.
- 2.11. You may be asked to provide further proof of age and/or photographic identification before entry to the Ground is granted. If you fail to provide such proof and/or identification (as applicable), your admission to the Ground will be refused. No refunds will be issued in such circumstances.
- 2.12. In the event that your Away Match Ticket is lost, damaged, stolen, or illegible in any way, or if you arrive at the Ground without a functioning Away Match Ticket, we will not be obliged to provide a duplicate or replacement ticket and no refund will be issued to you and the Club will have no liability to you in such circumstances.

- 2.13. The Club reserves the right to request Away Match Ticket Holders to attend the ticket office on the day of the Match in order for a ticket to be validated and photo ID to be checked prior to entry to the Ground should the Club deem this appropriate.
- 2.14. Behaviour deliberately carried out to de-fraud the Club is strictly prohibited. In the event or suspicion of such activity the Club reserves the right to cancel the relevant Away Match Ticket and/or terminate the Away Match Ticket Holder's account and to pursue any losses or damages as a result through the civil or criminal courts as appropriate. The Club uses various techniques to detect and identify fraudulent activity, and such activity will be reported to the relevant authorities.
- 2.15. Save as set out in clause 2.16 below, you (unless you hold an appropriate licence and have prior authorisation from the Club) shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to any Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form to the Premier League/Football League and/or the Club. Without prejudice to any other rights available to the Club, the Club reserves the right to eject you from the Ground without liability on the part of the Club where you are in breach of this clause 2.15. No refunds will be provided in such an instance.
- 2.16. Mobile telephones and other mobile/electronic devices are permitted within the Ground **PROVIDED THAT** (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording or transmitting, playing, issuing, showing or any other communication of any Material for any commercial purposes (this includes without limitation, courtsiding betting); and (b) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile/electronic device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 2.17. The copyright, database rights and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 2.15 above, or pursuant to clause 2.16 above, or otherwise) is hereby assigned to the Premier League/Football League/the Club (as applicable), including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Premier League/Football League/the Club (as applicable)) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League/Football League/the Club (as applicable) absolutely and with full title guarantee.
- 2.18. Save for official Visiting Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials or any item that in the Club's

reasonable opinion constitutes a threat to public order. A Home Match Ticket Holder will not partake in ambush marketing before, during or after the Match.

- 2.19. You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 2.17 and/or 2.18 above, where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 2.20. Without prejudice to any other rights available to the Club, the Club reserves the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry. No refunds will be issued in such circumstances.
- 2.21. Without prejudice to the warranties and representations at clause 1.2, above, and in light of supporters being grouped together in designated areas, any attempt to gain access using an Away Match Ticket to the Ground wearing or carrying apparel (including, without limitation, shirts, hats, badges and/or scarves) that demonstrate support for the Club and/or any other football club (other than the Visiting Club), may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.
- 2.22. An Away Match Ticket Holder is not entitled to re-enter the Ground if they leave the Ground at any time on the relevant Match day, except where the Club expressly approves such re-entry.
- 2.23. Other than sealed bags from the Club shop containing Club shop purchases, you are only entitled to bring into the Ground one bag that is no larger than a sheet of A4 (21cm x 21cm x 30cm). No bag or items larger than this will be permitted into the Ground. There are no bag storage facilities at the Ground, which means that if you do not comply with this rule, you may be refused entry to the Ground. No refund will be provided in such an instance.
- 2.24. Away Match Ticket Holders should be aware that certain seats situated in the lower stands of the Ground may be affected by adverse weather conditions.

3. Disabled Supporter(s)

- 3.1. Clause 3 applies to you if you are an Away Match Ticket Holder and are registered with the Visiting Club as a Disabled Supporter.
- 3.2. Disabled Supporters are entitled to a free ticket to bring a Personal Assistant with them to the Match only if they require additional assistance to be able to attend the Match. The Disabled Supporter must be registered as a Disabled Supported with the Visiting Club in advance of the Match day to be able to benefit from clause 3.
- 3.3. The Personal Assistant may only attend the Match in the position of carer to the Disabled Supporter, they are not deemed to be an Away Match Ticket Holder in their own right, and as such are not entitled to any other benefits to which an Away Match Ticket Holder is entitled. If the Disabled Supporter cannot attend the Match, the Personal Assistant will not be admitted into the Ground without such Disabled Supporter. If the Personal Assistant would like to attend the Match without the Disabled Supporter, they must be eligible to purchase their own Away Match Ticket or match ticket and if they are such Away Match Ticket or match ticket will be purchased

at full price. Notwithstanding the foregoing, the Personal Assistant by attending the Match agrees to comply with and be bound by the Terms & Conditions of Entry (and you must inform the Personal Assistant of this).

- 3.4. The Personal Assistant should sit with the Disabled Supporter and assist them with their needs throughout the course of the Match. The Club will make every effort to allocate the Personal Assistant with a seat adjacent to the Disabled Supporter, however if this is not possible, the Club will allocate the closest available seat to the Disabled Supporter. The Club requires that the Personal Assistant is fully capable of meeting the needs of the Disabled Supporter.
- 3.5. Failure to comply with the Terms & Conditions of Entry by any Disabled Supporter and/or their Personal Assistant may result in the ejection of both the Disabled Supporter and their Personal Assistant from the Ground and cancellation of the Away Match Ticket(s) without refund.

4. Use of Away Match Ticket

- 4.1. Subject to clause 4.2 below, the Away Match Ticket is issued for your sole personal use, is not transferable and you shall not resell, dispose of, assign, transfer, lend or otherwise deal with the Away Match Ticket or the benefit of it to any other person without the prior written consent of the Club. Further, you shall not use the Away Match Ticket for any commercial purpose. The reference to reselling the Away Match Ticket includes without limitation: (a) offering to sell the Away Match Ticket (including, without limitation, on any website or online auction site); (b) exposing the Away Match Ticket for sale, (c) making the Away Match Ticket available for sale by another person, (d) advertising that the Away Match Ticket is available for purchase, which for the avoidance of doubt (and by way of example only), means that the Away Match Ticket may not be offered as a gift and/or prize in any promotion or competition, (e) transferring, lending or selling any Away Match Ticket to any third party as part of a hospitality or travel package, and (f) giving (or offering to give) an Away Match Ticket to any third party who pays or agrees to pay for some other goods or services (or offers to do so), all save as expressly authorised by the Premier League/Football League/Football Authority and/or the Club. For the avoidance of doubt, the Club **does not** sell any Away Match Tickets through any third party (other than allowing the relevant Visiting Club to sell Away Match Tickets through its official ticket outlets) nor does it authorise any person to do so, (other than in circumstances where it has provided its prior written consent for such person to do so in accordance with this clause).
- 4.2. The Away Match Ticket Holder shall provide the Club with the name and contact details of any Guest. You may only purchase and resell or transfer an Away Match Ticket to a Guest (for that Guest's personal use only) with the express written consent of the Club given at the Club's absolute discretion, provided that such resale or transfer is in respect of the Match that the Away Match Ticket relates and in consideration of no payment or benefit in excess of the face value of a ticket to that Match and provided further that such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such resale or transfer is hereby provided to be subject to the Terms & Conditions of Entry which will (save for any rights to resell and/or transfer under this clause) apply to and bind that Guest as if he/she was the original purchaser of the Away Match Ticket (and you must inform the Guest of this). In respect of a Guest, you or the relevant Guest will provide the Information and the name, date of birth and address of the Guest when asked to do so by any official, steward, employee or representative of the Club and/or any Police Officer / member of the emergency services and/or as part of the application to

purchase the relevant Away Match Ticket (as applicable). You must not advertise or market the availability of an Away Match Ticket on a loan basis (or otherwise). Where an Away Match Ticket Holder holds an Away Match Ticket that has a concession rate applied to it, such Away Match Ticket Holder will not be entitled to transfer or resell such Away Match Ticket to a Guest unless such Guest (1) qualifies for the same concession applied to that Away Match Ticket or (2) the appropriate upgrade cost is paid to the Club prior to the relevant Match taking place (i.e. the difference between the price of an Away Match Ticket with a concession rate applied and the relevant full price Away Match Ticket). In addition to the Information, the Away Match Ticket Holder and/or the Guest shall provide the Club with the name and contact details of any Guest and any other information required by the Club in respect of the Guest attending the Match. You may not purchase for or resell or transfer an Away Match Ticket to a Guest or any other person save for as permitted in these Conditions of Issue or as prescribed by the Club from time to time.

- 4.3. The unauthorised sale or disposal of an Away Match 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 when it becomes aware that an Away Match Ticket has been sold, or disposed of illegally and will press for charges to be brought against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed a ticketing offence, we will notify the Police and relevant Football Authorities who may in turn notify other football clubs, event holders and/or the relevant law enforcement authorities. The information that we share may include your personal data, including your name, contact details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticketing offences and disorder at matches.
- 4.4. The Away Match Ticket will remain the property of the Club at all times and must be produced together with evidence of your identity if required to do so by any official, steward or employee of the Club or any police officer. Proof of age or status may be required to validate a concession rate (if applicable) at the point of purchase, the Away Match Ticket is used or attempted to be used to attend the Match and/or when evidence is requested in accordance with the terms of this clause 4.4. The Club reserves the right to require the immediate return of the Away Match Ticket at any time – if you fail to do so, it shall be deemed a breach of the Terms & Conditions of Entry.
- 4.5. Any Away Match Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Away Match Ticket shall be nullified. Any person seeking to use an Away Match Ticket in breach of the Terms & Conditions of Entry in order to gain entry to the Ground or remain at the Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Match and the Away Match Ticket may be cancelled or withdrawn. In the event of any cancellation and/or withdrawal in accordance with this clause 4.5, no refund shall be payable. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with such matters, including (but not limited to) a claim for an account of profits made from an unauthorised use of the Away Match Ticket.

5. Payment, Changes to Dates, Refunds & Exchanges

- 5.1. Whilst the Club tries to ensure the Match takes place as scheduled, no guarantees can be given by the Club that the Match will take place at a particular time or on a particular date for reasons including (but not limited to) that the Club may need to

rearrange the Match because of the requirements of broadcasters, Football Authorities, the Police or for any other reason beyond the control of the Club. Subject to Clause 5.3 below, the Club reserves the right to reschedule the Match without notice and without any liability whatsoever. The Club recommends that you visit the Club website on a regular basis to check the latest time and date of the Match.

5.2. Subject to clause 5.3, the Club reserves the right to play the Match with a reduced capacity or out of view of the general public without notice and without liability whatsoever.

5.3. In the event:

5.3.1. of the Match being rescheduled, postponed or abandoned; or

5.3.2. the Match, for any reason, has to be played out of view of the public or at a reduced capacity and the Club has determined your Away Match Ticket is withdrawn/cancelled in respect of the Match; or

5.3.3. if the Match is moved to an alternative ground from the Ground;

the Club at its discretion shall choose to either:

5.3.3.1. Permit the Away Match Ticket Holder to attend the Match on the rearranged date (if applicable and permitted); or

5.3.3.2. Provide a substitute right to the Away Match Ticket Holder of equivalent or similar value in respect of the relevant Match (for example and for illustrative purposes only, providing the ability to view the Match through another method); or

5.3.3.3. Provide an applicable refund in respect of the relevant Match.

Where the Club complies with the terms of this clause 5.3, and subject to the Conditions of Issue, the Club will have no further liability whatsoever in relation to the Match being postponed, rescheduled, abandoned, played behind closed doors, played at an alternative ground, played in front of a limited capacity or your Away Match Ticket is otherwise cancelled/withdrawn pursuant to this clause 5.3 and/or 5.4, including but not limited to any losses, liabilities, costs and expenses incurred by you, including any direct, indirect or consequential loss or damage, loss of enjoyment and/or travel accommodation costs. In respect of the option the Club selects in accordance with this clause 5.3 the final decision belongs to the Club.

5.4. If the Ground capacity is reduced for whatever reason in respect of the Match between your purchase of the Away Match Ticket and the Match or where the Match has to be played at a ground not being the Ground that means not all Away Match Ticket Holders can attend the Match (an "Amended Capacity Match"), the Club reserves the right to allocate tickets at the Amended Capacity Match and other matches in the future as it sees appropriate without any liability to any third party (this may include the Club operating a ballot to select Away Match Ticket Holders that shall be entitled to attend the Amended Capacity Match). Away Match Ticket Holders that are successful in the selected ticket allocation process will be permitted to attend the Amended Capacity Match and all Away Match Ticket Holders that are unsuccessful in such process will be notified, not entitled to attend the Amended Capacity Match and the Club shall select and provide one of the options detailed in 5.3.3.2 and 5.3.3.3 above. The Club is not obliged to operate a ballot. The Club reserves the right to allocate tickets at an Amended Capacity Match and/or at any match as it sees fit and the allocation method and rules that apply may vary.

5.5. Except as expressly stated in these Conditions of Issue, all Away Match Tickets are sold on a non-refundable basis. Where a refund is due under the Conditions of Issue, such refund will be issued via the Club or the Visiting Club (at the election of the Club).

5.6. Payments for Away Match Tickets shall be made using such payment methods accepted by the Club from time to time.

6. Lost or Stolen Away Match Tickets

6.1. In order to gain admission to the Ground the Away Match Ticket must be presented in its entirety at the Match.

6.2. The Club does not, under any circumstances, accept responsibility whatsoever for any Away Match Tickets lost, damaged, destroyed or stolen. Accordingly, the Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Away Match Ticket.

7. Use of a concession ticket

7.1. In addition to the Terms & Conditions of Entry, any Away Match Ticket with a concession rate applied to it will be sold subject to the specific terms set out for that category from time to time. The Club in their absolute discretion will have the right to refuse any application to purchase which does not in their opinion comply with any such conditions.

7.2. All concession Away Match Tickets must be used by a person of the age/concession category to which the Away Match Ticket is assigned unless the person that does not qualify for the concession upgrades the relevant Away Match Ticket for the Match in which it wants to use the Away Match Ticket and the terms of clause 4.2 are complied with. In the event of a person not upgrading the Away Match Ticket and that person entering the Ground, or attempts to enter the Ground, with a concession Away Match Ticket for which he/she does not qualify the Away Match Ticket will be nullified, no refund will be given and the relevant person using the Away Match Ticket in contravention with these Conditions of Issue and the relevant Away Match Ticket Holder will not be allowed access to the Ground.

7.3. Purchasing an Away Match Ticket either through a Club promotion, at a concession price or at full price, using the required identification, with a view to 'reserving' a seat or keeping a seat unused is a breach of these Conditions of Issue. In this circumstance the Club reserves the right to cancel the Away Match Ticket and no refund will be given.

7.4. Each time you apply for an Away Match Ticket that has a concession rate applied to it, you will be asked to provide evidence (to the satisfaction of the Club) to validate the requested concession rate.

8. Change of Details

If you change your personal details prior to the Match you must notify the Club as soon as reasonably practicable by contacting the Club's ticket office.

9. Cancellation & Withdrawal of Away Match Ticket

9.1. The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms & Conditions of Entry. Without prejudice to any other remedies or rights it may have, the Club shall have the right in the case of any

unlawful behaviour, serious breach of the Terms & Conditions of Entry and/or persistent breach of the Terms & Conditions of Entry to cancel and withdraw your Away Match Ticket. In the event of such cancellation no refund will be paid in respect of the Away Match Ticket or otherwise and you can expect a lengthy and potential life ban, depending on the severity of the breach. Without prejudice to the general nature of the above the following actions of an Away Match Ticket Holder shall constitute serious breach of the Terms & Conditions of Entry:

- 9.1.1. smoking in the Ground (for the avoidance of doubt this includes the use of electronic cigarettes, imitation cigarettes, personal vaporizers and the like);
- 9.1.2. being (or appearing to be) to be in breach of The Sporting Events (Control of Alcohol etc.) Act 1985 and/or being (or appearing to be) intoxicated;
- 9.1.3. persistent standing in seated areas whilst the Match is in progress;
- 9.1.4. sale or transfer (save as permitted) of an Away Match Ticket to any person;
- 9.1.5. deliberate misuse of the Away Match Ticket and/or fraudulent use of the Away Match Ticket;
- 9.1.6. use (or attempted use) of a non-applicable concession Away Match Ticket without the necessary upgrade payment being made prior to entry;
- 9.1.7. the supply of any false, misleading or incorrect information in any application to the Club including without limitation an application for an Away Match Ticket and/or setting up a duplicate account where the owner has previously been blocked/banned in order to obtain Away Match Tickets and/or any other match tickets;
- 9.1.8. providing any information to the Club at any time (either at the Ground or otherwise) that is false, materially incomplete, misleading or which is intended to deceive the Club (or which the Club has reasonable grounds to believe is false, materially incomplete, misleading or intended to deceive) or refusing to provide information reasonably requested by the Club;
- 9.1.9. purchasing an Away Match Ticket with a view to "reserve" a seat or keep a seat unused;
- 9.1.10. whether at the Ground, and/or travelling to and/or from the Match and/or otherwise (including in person and on social media);
 - 9.1.10.1. the use of foul, incendiary, obscene, discriminatory, abusive, racist, sexist and/or homophobic language;
 - 9.1.10.2. the use of foul, incendiary, obscene, discriminatory, abusive, racist, sexist and/or homophobic gestures;
 - 9.1.10.3. fighting, or engaging in and/or inciting violence;
 - 9.1.10.4. the chanting of anything of an indecent, offensive or discriminatory nature; or
 - 9.1.10.5. acting in a manner which in the Club's reasonable opinion is prejudicial, offensive, damaging and/or embarrassing to the Club, its team, players, employees, directors, owner, commercial partners or any other entity connected with the Club and/or is detrimental to the success of the Club on the pitch;
 - 9.1.10.6. the possession of any item, including without limitation a banner or flag, that bears materials or slogans that, in the Club's opinion, are offensive, abusive, obscene or racist;
- 9.1.11. the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
- 9.1.12. bringing into the Ground (or using within the Ground) any illegal drugs, other illegal substances, psychoactive substances (otherwise known as legal highs), alcohol, fireworks, firecrackers, smoke canisters, pyrotechnic device, air

- horns, flares, laser devices, bottles, glass vessels or any item that might be used as a weapon or compromise public safety;
- 9.1.13. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
 - 9.1.14. any misrepresentation in relation to clause 1.2 or where the Club reasonably believes that you are in breach of such representations;
 - 9.1.15. any breach of clause 1.3, 1.4 and/or 1.5;
 - 9.1.16. any breach of the Terms & Conditions of Entry and/or any other rules and regulations that the Club brings to your attention from time to time;
 - 9.1.17. breach of the terms of any membership scheme maintained or organised by the Club;
 - 9.1.18. any breach of clause 2;
 - 9.1.19. any breach of clause 4;
 - 9.1.20. any breach of clause 10;
 - 9.1.21. any breach of clause 12;
 - 9.1.22. any failure to pay or default of payment in respect of any sums owing to the Club (or any third party in respect of Club purchases) whether in respect of an Away Match Ticket or otherwise;
 - 9.1.23. failure to comply with any reasonable request made by an officer of the Club and/or emergency services; and/or
 - 9.1.24. where the Away Match Ticket Holder has previously purchased and/or purchases a match ticket in connection with the Club and has breached and/or breaches the terms and conditions that apply to such match ticket(s);
 - 9.1.25. any other material or persistent breach of the Terms and Conditions of Entry, including without limitation the Supporter Code of Conduct.
- 9.2. The Club reserves the right to conduct security searches on any person, entering the Ground or who is within the Ground, for security purposes and/or where it has reason to believe that any of the breaches set out in 9.1 above has either occurred or may occur. Further, the Club reserves the right to use electronic body scanning/detection equipment for the purpose of conducting body searches and the purchase and/or use of the Away Match Ticket to enter the Ground constitutes consent to such use.
- 9.3. Children under 14 years of age on the date of the relevant Match are not allowed access to the Match save for where clause 2.10 is complied with. In addition, if an Away Match Ticket Holder is over 14 years of age but not over 16 years of age ("**14/16 Year Old**"), his/her parent(s) and/or guardian(s) are responsible for the 14/16 Year Old's actions, conduct and compliance with the Terms & Conditions of Entry and if such 14/16 Year Old attends the Match unaccompanied their parent(s) and/or guardian(s) are deemed to have provided their permission for such unaccompanied attendance.
- 9.4. In the event that your Away Match Ticket is withdrawn or cancelled the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying for any Away Match Ticket or any other ticket connected with the Club at its discretion and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification). In addition, where your Away Match Ticket is withdrawn, cancelled and/or terminated for whatever reason you will not be permitted to transfer your Away Match Ticket to a third party.
- 9.5. The Club shall be further entitled to cancel and withdraw your Away Match Ticket if you are under investigation by the Police and/or are/have been charged, cautioned and/or found guilty of (i) any violent or hate crime, (ii) any offence and/or alleged

offence that was undertaken at or within the vicinity of the Ground, (iii) any football related offence anywhere in the world, or (iv) you are ejected and/or banned from any other sports stadium anywhere in the world. In such circumstances, no refunds will be issued.

9.6. In addition to any other rights available to the Club, the Club shall be further entitled to suspend your Away Match Ticket during any period where the relevant Away Match Ticket Holder is under investigation by the Club in respect of suspected breaches of clause 9.1 above. In such circumstances, no refunds will be issued.

9.7. Without prejudice and in addition to any other rights available to the Club, the Club shall have the further right if it so chooses to cancel or withdraw your Away Match Ticket at its sole discretion provided that a refund is paid in respect of such unexpired Away Match Ticket.

9.8. The Club reserves the right to charge an administration fee to cancel or withdraw an Away Match Ticket. Such fee captures the administration costs of the Club.

10. Filming, Photography and Taping

10.1. All Away Match Ticket Holders who enter the Ground acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the Match and/or for promotional, training, editorial or marketing purposes by the Club, the relevant Football Authority or others (including commercial partners and accredited media organisations). You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing, detecting and/or investigating crime, or any breach of these Conditions of Issue or the Terms & Conditions of Entry or any other legitimate reason detailed in the Club's privacy policy.

10.2. You agree that the Match for which the Away Match Ticket has been purchased is public, and that your appearance and actions inside and in the perimeter of the Ground where the Match occurs are public in nature, and that you shall have no expectation of privacy with regard to your actions or conduct at the Match.

11. Exclusion of Liability

11.1. For the avoidance of doubt nothing in the Terms & Conditions of Entry excludes or limits the Club's liability for death or personal injury arising from its negligence, or the Club's fraud or fraudulent misrepresentation, or any other liability of the Club that cannot be excluded or limited under applicable law. All limits on liability within the Terms & Conditions of Entry that apply and refer to you apply equally to Guests and Personal Assistants.

11.2. Subject to clause 11.1, neither the Football Authorities, Premier League nor the Club shall have any liability to an Away Match Ticket Holder (or any Guest or Personal Assistant) for:

11.2.1. any interruptions and/or restrictions to the view of the Match;

11.2.2. any impact on your (or Guest's or Personal Assistant's) enjoyment of any Match, in each case caused by virtue of:

- 11.2.2.1. the position of the Away Match Ticket Holder's allocated seat; and/or
 - 11.2.2.2. a camera or other filming device(s); and/or
 - 11.2.2.3. the match officials, stewards, Police, coaching or other staff; and/or
 - 11.2.2.4. the actions of other spectators.
- 11.3. Subject to clause 11.1, the Club shall have no liability to you for any failure to carry out or delay in carrying out any of the Club's obligations under the Terms & Conditions of Entry, including without limitation:
 - 11.3.1. admitting the Away Match Ticket Holder to the Ground for a relevant Match;
 - 11.3.2. making the allocated seat detailed on the Away Match Ticket available to the Away Match Ticket Holder; or
 - 11.3.3. for any late delivery or non-delivery of any Away Match Ticket.
- 11.4. Subject to clause 11.1, you acknowledge that it is impossible for the Club to completely eliminate the risk of COVID-19 and/or any other infectious disease and as such you enter the Ground at your own risk and the Club shall have no liability to you or any other person for any loss, injury or damage whatsoever to person(s) in connection with COVID-19 and/or any other infectious disease.
- 11.5. Subject to clause 11.1, the Club shall have no liability whatsoever to an Away Match Ticket Holder or otherwise for any indirect or consequential losses, damages, liabilities, costs and/or expenses incurred by you and/or any other third party, including without limitation loss of business, loss of profit, loss of enjoyment, business interruption, loss of business opportunity and/or travel/accommodation costs.
- 11.6. Subject to clause 11.1, the Club shall not be liable for any loss, injury or damage to persons/property in or around the Ground.

12. People and Culture

- 12.1. The Club celebrates and values the diversity brought by employees, supporters and customers and believes the Club benefits from engaging with everyone from a variety of backgrounds, thus allowing it to meet the needs of a diverse population within a multi-cultural society. It is important that Away Match Ticket Holders share and are committed to these values.
- 12.2. All Away Match Ticket Holders agree to refrain from engaging in any conduct at any time either at the Ground and/or travelling to and/or from the Match and/or otherwise (including in person and on social media) which is homophobic, racist or discriminates against any individual based on their characteristics, including but not limited to their age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, sex, sexual orientation, religion or belief.
- 12.3. The Club operates a zero-tolerance approach to any type of discriminatory behaviour. As such any breach of this clause 12 will be deemed to be a material breach of the Terms & Conditions of Entry and shall incur the strongest possible sanction. The Club may also refer any individual in breach of this clause 12 to the appropriate authorities.

13. General

- 13.1. Nothing in these Conditions of Issue or by being in possession of an Away Match Ticket gives any guarantee that you will be entitled to purchase any tickets at the Ground in any season.
- 13.2. The Club reserves the right to amend, substitute and/or add to the Terms & Conditions of Entry from time to time and shall notify you of such changes if they materially affect your rights as a consumer. Such changes will be posted on the Club's website and you agree to comply with such changes.
- 13.3. The invalidity or partial invalidity of any provision of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of these Conditions of Issue would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.4. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by the Terms & Conditions of Entry or by law shall not constitute a waiver of that right, power or remedy. Even if the Club delays in enforcing the Terms & Conditions of Entry against an Away Match Ticket Holder, the Club will be entitled to enforce it at a later stage. If the Club does not immediately insist that you cease to do or do anything you are required to do under these Terms & Conditions of Entry, or if the Club delays in taking steps against the Away Match Ticket Holder in respect of breaches of this contract, that will not mean the Away Match Ticket Holder does not have to do those things or that the Club is prevented from taking steps against the Away Match Ticket Holder at a later date.
- 13.5. The Terms & Conditions of Entry constitute the entire agreement between the Club and the Away Match Ticket Holder in relation to the purchase and use of the Away Match Ticket and the Away Match Ticket Holder shall, save for where such exclusion is not permitted under applicable law, have no claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of the Club in relation to the Terms & Conditions of Entry which is not set therein.
- 13.6. If there is any conflict, ambiguity or inconsistency between any provision of these Conditions of Issue and any provision of the Ground Regulations, the relevant provision of these Conditions of Issue shall take precedence.
- 13.7. Notwithstanding any other provision in these Conditions of Issue and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Conditions of Issue. Nothing in the Conditions of Issue shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
- 13.8. These Conditions of Issue and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Conditions of Issue (including in relation to any non-contractual disputes

or claims). In addition, in respect of data protection matters within its remit the Information Commissioner's Office shall also have jurisdiction.

- 13.9. The Club shall at any time be entitled to transfer its rights and obligations under the Terms & Conditions of Entry to another organisation within its group. The Club confirms that: (i) any such transfer shall not adversely impact you and/or the continued provision of an Away Match Ticket by such group company; and (ii) it shall use reasonable endeavours to inform the Away Match Ticket Holder of any such transfer (for example, by placing a notice on the Club's website).
- 13.10. Despite our best efforts, the pricing displayed for an Away Match Ticket may be mispriced from time to time. Except in cases of obvious error, the price of the Away Match Ticket will be as detailed at the point of purchase from time to time. The Club is under no obligation to provide an Away Match Ticket to you, even if a confirmation email has been sent in respect of that Away Match Ticket, where the Away Match Ticket is incorrectly priced and such error is obvious and could have been reasonably recognised by you as an error. If the Club has made a mistake and an Away Match Ticket's correct price is higher, we may either (i) contact you before dispatch to request whether you want to buy the Away Match Ticket at the correct price or (ii) cancel your order. If the relevant Away Match Ticket's correct price is lower than our stated price, the Club will charge the lower amount and send you the relevant Away Match Ticket. Nothing in this clause limits the other rights available to the Club.

14. Definitions

In the Conditions of Issue the following words and phrases shall have the following meanings:

"Away Match Ticket" means a paper ticket or other form of ticket issued by the Club for admission to the Match.

"Away Match Ticket Holder" or "you" means a person holding a current and valid Away Match Ticket.

"Club" means West Bromwich Albion Football Club Limited.

"Conditions of Issue" means these terms and conditions (titled EFL Semi-Final Play Off Away Match Ticket Conditions of Issue 2023/24) governing the issue and use of an Away Match Ticket.

"Club Coronavirus Covid-19 Policy" means the Club's Coronavirus Covid-19 Policy as issued and updated by the Club from time to time (which when applicable can be found on the Club's website).

"Disabled Supporter" means any individual who is registered with the Visiting Club as a disabled supporter.

"Football Authority" means each of the Premier League, the English Football League, the Football Association, the Football Association of Wales, FIFA, UEFA and any other relevant governing body of association football.

"Ground" means the football stadium, the surrounding area, and all other locations owned, occupied or utilised by the Club at The Hawthorns, West Bromwich, West Midlands, B71 4LF.

"Ground Regulations" means those 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 that can be found on the Club's website and various locations around the Ground.

"Guest" means a relative, friend and/or colleague who would be entitled to purchase an Away Match Ticket under the Terms & Conditions of Entry if they had made the application themselves to purchase such Away Match Ticket.

"Match" means the Club home EFL semi-final play off football match in which the Club's men's first team participates that takes place at the Ground at the conclusion of the Club's football season 2023-2024 as designated upon the Away Match Ticket to which these Conditions of Issue apply.

"Material" means any audio, visual or audio-visual material or any information or data.

"Personal Assistant" means an individual who (1) is accompanying a Disabled Supporter in order to provide care to the Disabled Supporter allowing the Disabled Supporter to attend the Match, (2) is registered with the Visiting Club as the relevant Disabled Supporter's carer / personal assistant and (3) who would be entitled to purchase an Away Match Ticket under the Terms & Conditions of Entry.

"Spectator Code of Conduct" means the set of rules relating to the conduct of Spectators as issued and updated by the Club from time to time (which when applicable can be found on the Club's website).

"Terms & Conditions of Entry" means each of the rules and regulations of any Football Authority, [the Ground Regulations](#), the Spectator Code of Conduct (when applicable), [the Club Coronavirus Covid-19 Policy](#) (when applicable) and the Conditions of Issue;

"Visiting Club" means the football club playing against the Club during the Match.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time. A reference to a statute or statutory provisions is a reference to it as amended, substituted, extended or re-enacted from time to time.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.