



West Bromwich Albion Football Club Mascot Package Terms and Conditions

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. OVERVIEW

- 1.1. West Bromwich Albion's Match Day Mascot Package is run by West Bromwich Albion Football Club Ltd (the "Club"). A company registered in England and Wales (registration number 3295063 whose registered office is at The Hawthorns, West Bromwich, West Midlands B71 4LF).

2. DEFINITIONS

- 2.1. "Club Coronavirus Covid-19 Policy" means 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).
- 2.2. "Excluded Match" means any football match played at the Stadium which is not a Permitted Match.
- 2.3. "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.
- 2.4. "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 Stadium that can be found on the Club's website or and at various locations around the Stadium.
- 2.5. "Guest(s)" means you, the Mascot and any person or persons on whose behalf you have included in the Mascot Package (such person or persons are those that are identified during the purchase of the Mascot Package or otherwise) including babies, infants and children, such person must not be prohibited from attending the Permitted Match due to any law, guidance, restriction, protocol or rule from the Government, a national authority, a local authority, emergency service, safety body/group, Football Authority and/or the Club.
- 2.6. "Mascot" means the child who will be undertaking the activities involved in the Mascot Package who is a West Bromwich Albion Football Club supporter.
- 2.7. "Mascot Package" means the right to enjoy the benefits afforded to the mascot(s) and associated tickets for the Guest(s) at the Permitted Match.
- 2.8. "Mascot Terms and Conditions" means these terms and conditions.
- 2.9. "Permitted 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 identified on the relevant match ticket for which the Mascot Package is purchased.

- 2.10. "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).
- 2.11. "Stadium" or "Ground" means The Hawthorns, West Bromwich, West Midlands, B71 4LF.
- 2.12. "Terms & Conditions of Entry" means each of the rules and regulations of any Football Authority, the Ground Regulations, Club Coronavirus Covid-19 Policy (which when applicable can be found on the Club's website), the Spectator Code of Conduct (which when applicable can be found on the Club's website), the EFL Semi-Final Play Off [Home Match Ticket Conditions of Issue 2023/2024](#) and these Mascot Terms and Conditions.
- 2.13. "you" or "your" means the person or legal entity who purchases the Mascot Package.

3. ELIGIBILITY

- 3.1. In order to be eligible to participate in the Mascot Package, the Mascot must be aged between 5 and 12 years on the date of the match fixture ("Match Day") you have selected.
- 3.2. The Mascot must be accompanied by a Guest who is 18 years of age or older.

4. CONTRACT FORMATION

- 4.1. By submitting a request to the Club to purchase a Mascot Package (either verbally or written), you are making an offer to purchase the Mascot Package in accordance with the Terms & Conditions of Entry. Until the Mascot information form and payment have been received by the Club in full for the Mascot Package then the Mascot Package you are offering to purchase will not be reserved and may be sold to another third party by the Club. Once the Club has received your Mascot information form and your payment in full in respect of the Mascot Package, this will be deemed to be acceptance by the Club of your offer to purchase the Mascot Package and only then will a binding contract shall be formed between yourself and the Club. Such binding contract signifies your acceptance of the Terms & Conditions of Entry and your agreement to comply strictly and fully in accordance with them.
- 4.2. You confirm that you have the approval of each Guest for whom you are making the purchase, including acting with their authority to (1) provide any information relating to such Guest, including without limitation contact details and all Certificates and Information (as defined below) and (2) agree to the Terms & Conditions of Entry on their behalf. You shall procure that any persons benefiting from the Mascot Package shall be made aware of and comply with the Terms & Conditions of Entry.
- 4.3. All Mascot Packages are issued subject to all applicable laws, guidance, restrictions, protocols and rules from the Government, a national authority, a local authority, safety body/group, emergency service, Football Authority and/or the Club that apply from time to time. The Club reserves the right to cancel without liability any Mascot Packages 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. In such circumstances clause 13.2 applies.

5. PAYMENT TERMS

- 5.1. Subject to clause 5.2, all Mascot Packages must be paid for upfront as part of the purchase process. Payment for Mascot Package shall be made using such payment methods as accepted by the Club from time to time.



- 5.2. If any monies are overdue to the Club from you in connection with the Mascot Package (for any reason) the Club shall have the right to:
 - 5.2.1. suspend enjoyment of the Mascot Package until all such outstanding sums are paid and/or:
 - 5.2.2. terminate the contract for the Mascot Package between you and the Club and in such circumstances, no refund will be paid and, without prejudice to any other rights, the provisions of Clause 13.2 shall apply.

6. MASCOT PACKAGE

- 6.1. When the match dates for the season are released in June, bookings will be taken for all Permitted Matches on a 'first come first served' basis. We are unable to place potential mascots on a waiting list.
- 6.2. Purchase of the Mascot Package does not guarantee a ticket for any of the Club's away matches or for any Excluded Match. The purchase of the Mascot Package does not entitle you and/or any Guest to enter the Stadium and/or watch any match or event other than the agreed Permitted Match (such attendance at a Permitted Match is subject to the Terms & Conditions of Entry).
- 6.3. By purchasing and/or accepting the Mascot Package you: (a) certify that you have read, understood and accept the Terms & Conditions of Entry; (b) agree to be bound by and to comply with the Terms & Conditions of Entry; and (c) agree to bring the Terms & Conditions of Entry to the attention of all Guests and others, as required.
- 6.4. All Mascots, you and all your Guests attend the Permitted Match at their own risk and (to the extent permitted by applicable laws and except for the losses set out in clause 13.1) the Club accepts no responsibility and/or liability from any illness and/or injury resulting therefrom. All Mascots, you and your Guests must 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 and/or as updated from time to time.
- 6.5. You warrant that you, the mascot and/or your Guests (as applicable) will not attend a Permitted Match where to do so would breach applicable law(s), guidance, restriction(s), protocol(s) or rule(s) from the Government, a national authority, a local authority, safety body/group, Football Authority, emergency service and/or the Club in force at the time of the relevant Permitted Match. The Club reserves the right to cancel the Mascot Package and associated benefits (or any other programme and associated benefits in your or your Guests name) where you and/or your Guest(s) are in breach of this clause 6.5 and, in such circumstances, no refund will be issued and clause 13.2 shall apply.
- 6.6. The Mascot Package includes 3 x general admission tickets to attend the Permitted Match (one for the Mascot and 2 adult tickets (location of such tickets to be at the discretion of the Club). Where available, you may purchase tickets for additional Guests for the Permitted Match at any time up to 5 days before the scheduled date of such Permitted Match. You will need to follow the purchase process provided to you by the Club from time to time in respect of such additional Guests for the Permitted Match. The additional Guests, as are all Guests, are required to comply with the Terms & Conditions of Entry. You shall procure that any additional Guests are made aware of and comply with the Terms & Conditions of Entry.
- 6.7. You shall and shall procure that your Guests shall observe and comply with the Terms & Conditions of Entry at all times and you will, and you shall procure that your Guests will, when enjoying the Mascot Package, observe all reasonable verbal instructions from members of the Club's staff. The Club reserves the right to suspend the Mascot Package and associated benefits (or any other programmes and associated benefits in your or your Guests name), to



withdraw its use, withdraw your and/or your Guests ability to benefit from the Mascot Package and/or cancel the contract for the Mascot Package between you and the Club in the event that you or any of your Guests (1) breach any of the Terms & Conditions of Entry, and/or (2) have any other Club ticket/membership cancelled/withdrawn by the Club and/or (3) otherwise misuses the Mascot Package. In the event that the Club exercises its rights in accordance with this clause then, without prejudice to any other rights, no refunds will be issued and the provisions of clause 13.2 shall apply.

- 6.8. The Club may, at its discretion, at any time substitute the Mascot Package (or any part thereof) with an alternative Mascot Package. The Club will endeavour to ensure that such substitute package (or any part thereof) is of an equal (or greater) value, however where such substitution is not of an equal (or greater) value then the Club shall refund you the difference between the cost of the Mascot Package and the cost of the substitute package (or any part thereof) (if such substitute is a lesser amount).
- 6.9. You shall not, and you shall procure that the Mascot or any of your Guests shall not, at a Permitted Match:
- a. allow any animals, other than assistance dogs within the meaning of the Equality Act 2010, to enter or remain at the Stadium.
 - b. vape, smoke tobacco or e-cigarettes anywhere at the Stadium, save for the designated smoking areas or such as areas as may be informed to the you by the Club.
 - c) bring any illegal substances to the Stadium.
 - d) bring any liquid refreshments (including, but not limited to, alcohol) to the Stadium.
 - e) do or permit to be done anything at the Stadium which is illegal and/or may result in the forfeiture, endorsement or non-renewal of any licences held by the Club.
 - f) alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Stadium, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Club.
 - g) display any advertisement, statement signboards, flag, banner, placard, poster, signs or notices at the Stadium without the prior written consent of the Club.
 - h) cause or permit to be caused any damage to the Stadium, including any furnishings, equipment or fixtures at the Stadium.
 - i) charge any electronic device in any of the power points at the Stadium without the knowledge and consent of the Club.
 - j) remove or tamper with any fire appliance at the Stadium.
 - k) cause a nuisance (whether actionable or not) or annoyance or inconvenience or disturbance to the Club or to other persons who may be using the Stadium or owners of local residences or local residents living around the Stadium.
 - l) block any gangway and/or exit at or around the Stadium.
 - m) behave in any way which will or may (a) damage the Stadium; (b) be immoral or dangerous (c) infringe any licenses held by the Club; (d) damage the reputation of the Club and/or (e) breach any applicable laws (including the undertaking of illegal betting or gaming) and/or (f) impair the safety of any other person attending the relevant Permitted Match.
 - n) The Club reserves the right, at its sole discretion, to refuse to allow any item into the Stadium which it considers to be dangerous or offensive and reserves the right to confiscate such items or refuse entry to any person in possession of such items.
- 6.10. You shall, and you shall procure that any of your Guests shall at a Permitted Match:
- 6.10.1. at all times act in a respectable and orderly manner.
 - 6.10.2. exit the Stadium in a quiet and orderly fashion at the end of the Event and in accordance with any instructions issued by the Club.
 - 6.10.3. comply at all times with the Club's policies and procedures while at the Stadium, all of which may be updated by the Club from time to time.



- 6.10.4. at all times act in compliance with the Terms & Conditions of Entry and any instructions or notices from the Club.
- 6.10.5. take every precaution not to injure and/or damage any property, person and/or the Stadium.
- 6.10.6. permit the Club to search all containers, bags, boxes and equipment coming into or leaving the Stadium, including those brought into the Stadium by you and/or your Guest(s).

7. DRESS CODE

- 7.1. The dress code for Mascots is the Club's 2023/2024 season replica WBA FC kit (including home, away or goalkeepers kit). Where the Mascot has not got an applicable replica WBA FC kit, it is the responsibility of the purchaser of the Mascot Package to ensure that the Mascot has and wears an applicable replica WBA FC kit during the Mascot Package.
- 7.2. Save where hospitality has been purchased in addition to the Mascot Package, the dress code for Guest(s) is relaxed wear (shorts, jeans, t-shirts and replica shirts are all allowed) however, no offensive slogans, images or wording is allowed and the Terms & Conditions of Entry need to be complied with at all times (for example, fans sitting in home areas must not wear football colours/shirts etc. of any other team other than that of West Bromwich Albion Football Club). It is your responsibility to inform all your Guests of the relevant dress codes.
- 7.3. The Club reserves the right to refuse entrance to the Stadium and cancel the Mascot Package where you or any of your Guests do not follow the relevant dress code. In the event that the Club exercises its rights in accordance with this clause then, without prejudice to any other rights, no refunds will be issued and the provisions of clause 13.2 shall apply.

8. CAR PARKING

- 8.1. If the Mascot Package purchased includes car parking, the Club will inform you in advance of your Mascot Package where you and your Guests may park. Car parking may be provided (at the Club's sole discretion) within the Stadium's car parks or within an off-site car parking facility, which may include car parking facilities which are not owned by the Club. Under no circumstances are any form of the Mascot Package car park permits/permissions to be passed on, loaned or sold.
- 8.2. All car parks and roads adjacent to the Stadium have access restrictions on matchdays, which the Club will inform you of in advance. If such access restrictions are not observed by you or your Guests, you may be unable to access the car parking assigned to you and your Guests. Where such access restrictions are not observed then, without prejudice to any other rights, the provisions of clause 13.2 shall apply.

9. FOOD AND BEVERAGE

- 9.1. No alcoholic or non-alcoholic beverages or food of any kind may be brought into the Stadium.
- 9.2. Neither you and/or your Guests shall consume alcohol whilst in direct view of a match during the period of 15 minutes immediately prior to kick-off to 15 minutes immediately after the final whistle of each match and such other time(s) as advised by the Club from time to time.

10. PHOTOGRAPHY AND CCTV

- 10.1. Photographers will be present during the Mascot Package and photographs and/or audio-visual footage may be taken. By participating in the Mascot Package, the Mascot, you and your Guests acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) ("Photography") may be taken and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes of the Club, a Football Authority, or others (including commercial partners and accredited media organisations).



- 10.2. Photography of the Mascot Package may be shared with you through the means as chosen by the Club from time to time. All photographs and audio-visual footage remain the intellectual property of the Club once shared, so permission needs to be sort from the Club if you or the Mascot or any other person wishes to use any of the Photography outside of private viewing.
- 10.3. Guests acknowledge that photographic images and/or audio, CCTV, 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 Guests as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms & Conditions of Entry. Information about the Club's use of your personal data will be brought to Guest's attention by the Club (see for example any applicable privacy policy, signage and/or other forms of announcement in or around the ground). For further information please contact the Club.
- 10.4. All Guests agree that the Permitted Matches are public, and that their appearance and actions inside and in the perimeter of the Stadium where a Permitted Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Permitted Matches.

11. NO REFUNDS AND RESCHEDULED MATCHES

- 11.1. Once the Club has accepted your offer to purchase the Mascot Package and a binding contract is formed, you are not entitled to cancel the Mascot Package and obtain a refund. The Club shall be entitled to seek payment in full for the Mascot Package and no refund shall be granted in respect of non attendance at the Permitted Match.
- 11.2. Whilst the Club tries to ensure the Permitted Match takes place as scheduled, no guarantees can be given by the Club that a Permitted 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 Permitted 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 11.4 below, the Club reserves the right to reschedule the Permitted Match without notice and without any liability whatsoever. Without prejudice to any other rights, clause 13.2 shall apply in such circumstances. The Club recommends that you visit the Club website on a regular basis to check the latest times and dates of the Permitted Match.
- 11.3. Subject to clause 11.4, the Club reserves the right to play the Permitted Match with a reduced capacity or out of view of the general public without notice and without liability whatsoever.
- 11.4. In the event that the Mascot Package cannot be provided due to:
 - 11.4.1. the Permitted Match being rescheduled, postponed or abandoned; or
 - 11.4.2. the Permitted Match, for any reason, has to be played out of view of the public or at a reduced capacity and the Club has determined the Mascot Package is withdrawn or cancelled in respect of the Permitted Match; or
 - 11.4.3. the Permitted Match is moved to an alternative ground from the Stadium

the Club at its discretion shall chose to either:

- a) permit the Mascot and applicable Guest(s) to participate in the Mascot Package at the Permitted Match on the rearranged date(s) (if applicable and permitted).
- b) provide a substitute right to you of equivalent or similar value in respect of the relevant Mascot Package (for example and for illustrative purposes only, credit to use against future Mascot Packages offered by the Club from time to time).



- c) provide an applicable pro-rata refund in respect of the relevant Mascot Package (taking into account any aspect of the package already provided).

Where the Club complies with the terms of this clause 11.4, the Club will have no further liability whatsoever in relation to the Mascot Package not being provided at the Permitted Match for the reasons set out in clause 11.4, 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 or travel/accommodation costs. Without prejudice to any other rights, clause 13.2 shall apply in such circumstances. In respect of the option the Club select in accordance with this clause 11.4 the final decision belongs to the Club.

- 11.5. If the Stadium capacity is reduced for whatever reason in respect of the Permitted Match between your purchase of the Mascot Package and that Permitted Match or where a Permitted Match has to be played at a ground not being the Stadium that means not all of the Mascot Package can be provided (an “Amended Capacity Match”), the Club reserves the right to allocate the Mascot Package at the applicable Amended Capacity Match as it sees appropriate without any liability to you and/or any other third party (including without limitation Guests) save for as set out in clause 13. Mascots and Guests that are successful in such process will be permitted to attend the Amended Capacity Match and all Mascots and Guests that are unsuccessful in such process will be notified, not entitled to attend the Amended Capacity Match and the Club shall select and provide to the Mascots one of the options detailed in 11.4(b) or 11.4(c) above. Where the Club decides to operate a ballot to allocate Mascot Package at an Amended Capacity Match, ballot(s) may operate on a cycle based on the total number of Mascots and the available capacity. To facilitate this mechanism, the Club reserves the right but is not obliged (where the Club considers it appropriate) to (1) give priority/weighting in a ballot or such other method of allocation chosen by the Club from time to time to those Mascots that have not been successful in previous ballot(s) operated in accordance with this clause 11.5 or such other method of allocation chosen by the Club under this clause 11.5 from time to time and/or (2) exclude Mascot(s) who have been successful in one ballot in any cycle from participating in any or certain further ballot cycles and/or such other method of ticket allocation chosen by the Club under this clause 11.5 from time to time. For the avoidance of doubt, a Mascot and their Guests shall be treated as having been successful in a ballot in a particular cycle where they are selected as a winner of a relevant ballot irrespective of whether or not the relevant Mascot and their Guests attend the relevant Amended Capacity Match. The Club reserves the right to allocate the Mascot Package at an Amended Capacity Match as it sees fit and the allocation method and rules that apply may vary, including without limitation the Club applying different rules / allocation methods dependent on the type of Mascot package purchased. The Club is not obliged to operate a ballot.
- 11.6. Except as expressly stated in the Mascot Package Terms and Conditions, all Mascot Packages are sold on a non-refundable basis.
- 11.7. 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 the Mascot Package at its sole discretion provided that a refund is paid in respect of such unexpired Mascot Package. Without prejudice to any other rights, Clause 13.2 shall apply in such circumstances.

12. CANCELLATION BY THE CLUB

- 12.1. Without prejudice to any other rights available to the Club, the Club reserves the right to cancel your Mascot Package where:
- 12.1.1. The Mascot, the Mascot Package purchaser and/or any Guests are in breach of the Terms & Conditions of Entry; and/or
- 12.1.2. if the Mascot, the Mascot Package purchaser and/or any of your Guests are prohibited by law from entering the Stadium or any other football ground.



- 12.2. In the event that the Club cancels your Mascot Package in accordance with Clause 12.1 you shall not be entitled to any refund and, without prejudice to any other rights, the provisions of clause 13.2 shall apply.

13. LIABILITY

- 13.1. Nothing in the Terms & Conditions of Entry limits or excludes either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation.
- 13.2. To the fullest extent permitted by law, the Club, its officers, employees, contractors and/or agents shall not be responsible for (whether in tort, contract or otherwise):
- 13.2.1. any loss (whether direct or indirect), damage or injury to you, the Mascot and/or any of your Guests or to any property belonging to you, the Mascot or any of your Guests in or upon the Stadium or any car park offered for use as part of the Mascot Package, resulting from any cause whatsoever; and/or
 - 13.2.2. any, whether direct or indirect, loss arising from (1) any cancellation, postponement, suspension or re-arrangement of your Mascot Package pursuant to clause 4.3, 5.2, 6.5, 6.7, 6.8, 7.3, 8.2, 11, 12, 14.2, 14.10 and/or otherwise, (2) any inability to access a car park including without limitation for the reasons referred to in clause 8.2 and/or (3) any breach by you or any of your guests of the Terms & Conditions of Entry; and/or
 - 13.2.3. any, whether direct or indirect, loss of profit, loss of use, loss of opportunity, loss of business, loss of contracts, loss of revenues, loss of goodwill, loss of anticipated savings, any damage to you, the Mascot and/or your Guests' reputation, consequential, special or indirect loss or damage, even if the Club has been advised of the possibility of such loss or damage.
- 13.3. The Club accepts no liability for the Mascot Package applications, tickets, permits or passes which are lost in the post, not received, mislaid or destroyed. Duplicate tickets, permits and/or passes may (at the Club's sole discretion) be supplied to you, the Mascot and/or your Guests, upon receipt of a written explanation of the circumstances surrounding the loss and/or damage. The Club reserves the right to charge an administration fee to produce replacements and request such information that the Club requires at the time of replacement.
- 13.4. The Club reserves the right to charge you, the Mascot or your Guests for the cost of any repairs, cleaning, maintenance and/or replacement of any property or facilities at the Stadium or any car park which may be provided as part of the Mascot Package, resulting from any act or omission by you, the Mascot or any of your Guests.
- 13.5. The Club shall under no circumstances be liable for travel and/or accommodation costs of any person in connection with the Mascot Package, including without limitation you, the Mascot and/or any Guest.
- 13.6. You shall indemnify the Club against any and all costs, expenses and or losses of whatever nature suffered directly or indirectly by the Club as a result of any breach of the Terms & Conditions of Entry by you, the Mascot and/or your Guests and/or a failure by you to pay any sums to the Club when due.

14. GENERAL

- 14.1. Entry to the Stadium is expressly subject to you, the Mascot and your Guests' compliance with the Terms & Conditions of Entry.
- 14.2. The Mascot Package is personal and shall not be transferred or resold save without prior written consent from the Club. For the avoidance of doubt, in the event of any unauthorized



transfer or resale of the Mascot Package, the Club reserves the right to cancel the Mascot Package and, without prejudice to any other rights, the provisions of Clause 13.2 shall apply.

- 14.3. The Club reserves the right to amend the Terms & Conditions of Entry from time to time and shall publish any such amended Terms & Conditions of Entry on its website and/or around the Stadium.
- 14.4. If any of the Terms & Conditions of Entry are determined by a competent authority to be invalid, unlawful or unenforceable to any extent then, they shall, to that extent, be severed from the remaining Terms & Conditions of Entry which shall continue to be valid to the fullest extent permitted by applicable laws. A waiver of any right or remedy under the Terms & Conditions of Entry or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Terms & Conditions of Entry or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Terms & Conditions of Entry or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5. No terms and conditions or similar provision of any document which you have provided or provide to the Club shall apply to the Club or the Terms & Conditions of Entry.
- 14.6. The Terms & Conditions of Entry do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms & Conditions of Entry.
- 14.7. You shall not use any of the Club's intellectual property on or in any promotional or other materials whatsoever.
- 14.8. Nothing in the Terms & Conditions of Entry is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between the parties or create a relationship of agent and principal between the parties for any purpose.
- 14.9. The Terms & Conditions of Entry shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts save that in addition, in respect of data protection matters within its remit, the Information Commissioner's Office shall also have jurisdiction.
- 14.10. Despite the Club's best efforts, the pricing displayed for the Mascot Package may be mispriced from time to time. Except in cases of obvious error, the price of the Mascot Package will be as detailed at the point of purchase from time to time. The Club is under no obligation to provide the Mascot Package, where the Mascot Package 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 the correct price for the Mascot Package is higher, the Club may either contact you to request whether you want to buy the Mascot Package at the correct price or cancel your order. If the correct price for the Mascot Package is lower than the Club's stated price, the Club will charge the lower amount and send you the relevant Mascot Package. Clause 13.2 shall apply in such circumstances. Nothing in this clause limits any other rights available to the Club.
- 14.11. 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 the Mascot Package by such group company; and (ii) it shall use reasonable endeavours to inform you of any such transfer (for example, by placing a notice on the Club's website).



14.12. The Terms & Conditions of Entry constitute the entire agreement between the Club and you in relation to the purchase and use of the Mascot Package and you 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.