## West Bromwich Albion Football Club Official Club Membership Terms & Conditions - /2024-2025

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 <a href="Customer Privacy Notice">Customer Privacy Notice</a>. More information about how the Club processes personal data in general can be found in our Privacy Policy at <a href="https://www.wba.co.uk/privacy-policy">https://www.wba.co.uk/privacy-policy</a>.

#### Information about other people

If you provide information to us about any other people, 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.

These are the terms and conditions (the "Membership T&Cs") that apply to purchases and use of the Official Club Membership Scheme (as defined below). If you think there is a mistake in the T&Cs then please contact us to discuss. These Membership T&Cs are to be read in conjunction with the Stilecard T&Cs, the Hospitality Ticket T&Cs, the Terms & Conditions of Entry, the Website T&Cs, the WBA TV T&Cs, the Club's privacy policy and any other relevant terms and conditions referred to herein (as applicable) (together, the "Associated T&Cs"). Purchase of an Official Club Membership and use of the benefits it confers are subject to these Membership T&Cs and the applicable Associated T&Cs.

# <u>Please read the Membership T&Cs and Associated T&Cs carefully before you purchase a Club Membership.</u>

#### Who we are

The Official Club Memberships are provided by West Bromwich Albion Football Club Limited. Our company registration number is 03295063 and our registered office is The Hawthorns, West Bromwich, West Midlands, B71 4LF.

#### **Purchasers**

If you are the purchaser of the Official Club Membership, then you are referred to in these T&Cs as a "Purchaser". By purchasing an Official Club Membership, the Purchaser certifies that they have read and understood the Membership T&Cs and agrees to be bound by, and comply with, the Membership T&Cs and any Associated T&Cs. If the Purchaser is not the Member, then the Purchaser shall make the Member aware of the Membership T&Cs and any Associated T&Cs, and shall ensure that the Member complies with the Membership T&Cs and any Associated T&Cs. Moreover, the purchaser will ensure that the data that they provide for the membership account is accurate and relevant to the Member.

#### **Members**

If the Official Club Membership is issued in your name, whether you purchased the Membership or someone else paid for it but designated you as the Member, then you are referred to in the Membership T&Cs as a "Member". By entering the Hawthorns or otherwise exercising any rights to any Official Club Membership Benefits or otherwise under the Membership T&Cs, the Member certifies that they have read and understood these Membership T&Cs and agree to be bound by, and comply with, the Membership T&Cs and any Associated T&Cs. The Member will be held responsible for their account details being accurate and relevant to their identity and will amend the account details when applicable.

#### 1. Definitions and Interpretation

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

"Address" the address of a Member provided to the West Bromwich Albion Football Club upon application for the purchase of an Official Club Membership Scheme, or such other address as may be notified by a Purchaser and/or Member to the Club from time to time;

"Club" West Bromwich Albion Football Club (company registration number 03295063) and registered office at The Hawthorns, West Bromwich, West Midlands, B71 4LF);

"Cup Competition" each of the League Cup and the FA Cup;

"Cup Match" any match in a Cup Competition in which the Team participates during the 2024/2025 Season;

"Ground" The Hawthorns Stadium, West Bromwich, West Midlands, B71 4LF

"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;

"Home Match" a Match played at The Hawthorns

"League Match" any match in the English Football League Championship in which the Team participates during the 2024/2025 Season;

"Match" any League Match or Cup Match played by the Men's Team;

"Member" each person who is registered as an official membership holder of the Official Club Membership Scheme, and is entitled to the Membership Benefits, that are subject to these Membership T&Cs;

"Membership" membership of a Official Club Membership Scheme operated by the Club;

"Membership Benefits" the benefits to which a Member of that Official Club Membership Scheme is entitled, as set out in the Membership T&Cs including those listed in Schedule 1 of these Membership T&Cs;

"Membership Fee" the fee payable by a Member to join the Official Club Membership Scheme, as detailed in Schedule 2 of these Membership T&Cs and on the Website, and which may be changed by the Club each Season;

"Membership Term" has the meaning given to it in condition 4.1;

"Priority Official Club Membership Sales Period" a period of time as determined by the Club during which Members will have priority to purchase Match tickets ahead of non-members (with the exception of those non-members detailed in condition 12);

"Purchaser" a person purchasing one or several Official Club Membership(s);

"Season" means the English football season which begins on 1 July and ends on 30 June the following year (or such other dates as prescribed by the relevant football authorities from time to time);

"Smart Device" means any smartphone that has Bluetooth connectivity, GPS and is able to store a digital wallet and receive e-tickets via the Mobile Application and can use Bluetooth, the mobile Internet, and connect to the Internet using Wi-Fi. Such devices will be required to have a modern HTML5-compatible browser and will be required to have Javascript enabled where necessary. Currently, for iPhones iOS 12.2 or later is required and for Android, Android version 5.0 or later is required. Such requirements may change from time to time.

**"Subsequent Season"** a Season following the Season in which you originally purchased your Membership and any subsequent season thereafter;

"Team" the Club's Men's first team squad;

**"Terms & Conditions of Entry"** the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the English Football League, the Ground Regulations, the Spectator Code of Conduct (that applies from time to time), the Club Coronavirus Covid-19 Policy (that applies from time to time) and the <u>Home Match Ticket Conditions of Issue 2024/25</u> that apply to the Match;

**"Website"** the Club's website at <u>www.wba.co.uk</u> or such other official Club website advised to each Member from time to time.

#### 2. Types of Membership

- 2.1. Membership of the Official Club Membership Scheme will be made available to individuals at the Club's sole discretion. Club home 2024/2025 Season Ticket Holders and Club Corporate 2024/2025 Seasonal Members shall be provided with a Membership.
- 2.2. Details of the Official Club Membership Benefits are set out in these Membership T&Cs, including Schedule 1 of these Membership T&Cs. All Membership Benefits are subject to all applicable laws, guidance, restrictions, protocols and rules from the Government, a national authority, a local authority, safety body/group, football authority and/or the Club that apply from time to time, including without limitation those that relate to Covid-19 or any other infectious disease.
- 2.3. Where a Membership Benefit cannot be provided by the Club, the Club reserves the right to provide a substitute benefit. No refunds will be provided. Official Club Membership details will only be accessible via the Mobile Application. If you purchase an Official Club Membership Scheme, you confirm that you have a suitable Smart Device with the Mobile Application downloaded on which you can receive and display the relevant Membership details.
- 2.5. The Official Club Membership Scheme is available for purchase by supporters of the Club only. By applying to purchase one or a number of Official Club Membership Schemes, you hereby warrant and represent that you are (and any person you are buying a Membership Scheme for is) a supporter of the Club. In addition to any other rights available to the Club, the Club shall be entitled to refuse an application from, or suspend or cancel the Membership of, any Member who: (i) it believes is not a genuine supporter of the Club; and/or (ii) does not provide the personal details or information that the Club reasonably requires to process or maintain their Membership or (iii) does not or is in breach of the Membership T&Cs.

#### 3. Membership Fees and Payment

3.1. The Membership Fees payable for the Official Club Membership Scheme are set out in Schedule 2 of these Membership T&Cs and shall be available on the Website or as otherwise notified by the Club from time to time. Membership Fees for any Subsequent Season may be different to the current Membership Fees. Any changes to the Membership Fees will take effect at the start of any Subsequent

Season and Members will be notified of any changes to the Membership Fees in advance. Unless expressly stated otherwise, all Membership Fees are inclusive of VAT. The Club reserves the right to change the Membership Fees from time to time and offer introductory and/or special offers in respect of Memberships without liability to any third party, including without limitation Members and Purchasers. The Club reserves the right to end any promotion in respect of Memberships at any time. No refunds will be offered if a Membership is purchased at a higher price than those that may be offered during the Member's Membership Term.

- 3.2. By applying to be a Member of the Official Club Membership Scheme, a Purchaser is making an offer to the Club. The Club is under no obligation to accept the application. The Club will determine whether or not to accept the application and a contract for the supply of the Official Club Membership Scheme shall be created when the required payment has been received in cleared funds by the Club and the Club has issued a confirmation of purchase.
- 3.3. A Membership may be purchased:
- a. online at tickets.wba.co.uk;
- b. over the telephone by calling +44 (0) 121 227 2227 or
- c. in person (at the Club ticket office)
- 3.4 All Purchasers of Official Club Memberships shall be 16 years of age or over. If a Membership is applied for an individual that is under 16, the Purchaser of such Membership consents to the purchase of the Official Club Membership Scheme, and where the Purchaser is not the parent/legal guardian/carer of the relevant under 16 year old, the Purchaser shall be deemed as part of the purchase process to have obtained the consent of the prospective under 16 years old Member's parent and/or legal guardian and/or carer to the purchase of the Official Club Membership Scheme and that the Purchaser and the under 16 year old Member's parent and/or legal guardian and/or carer (if different) agree to the relevant Member being subject to these Membership T&Cs. Where a Purchaser of a Membership for an individual that is under 16, such Purchaser will be responsible for ensuring the under 16 year old's compliance with the terms of the Membership T&Cs and shall be responsible for the acts and/or omissions of such under 16 year old.
- 3.5. The sale of Official Club Membership Scheme is subject to the Purchaser providing the Club with full payment of the relevant Membership Fee. Purchasers who provide the Club with debit or credit card payment details authorise the Club to use those details to fulfil payment of the Membership Fee and other fees attributable to the relevant Official Club Membership Scheme.
- 3.6. The Club only accepts payments made by cash, credit card, Visa debit card or MasterCard debit card.
- 3.7. 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 3. If the payment method or details are declined when the Club attempts to retrieve payment for the Official Club Membership Scheme or any other associated fees:
- a. the Club will use reasonable endeavours to contact the Purchaser (using the accurate and relevant contact details provided by the Purchaser to the Club in their application) to arrange payment;
- b. the affected Official Club Membership Scheme 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 within a reasonable time; and

- c. 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 3.7.
- 3.8. The Club always tries to ensure that pricing and ticketing information provided by the Club (including, but not limited to, on the Website, on any literature or by a sales representative) is correct, but errors may occur despite these efforts. Upon the Club becoming aware of any pricing or product description error in relation to Official Club Membership 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 Club has accepted and processed your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by the Purchaser as mispricing, the Club may end the Membership and refund any sums the Purchaser has paid in respect of that Membership and require the return of any goods provided (if any).

#### 4. Official Club Membership Term

4.1. Your Membership starts from the confirmation of purchase and, subject to earlier termination/cancellation in accordance with these Membership T&Cs, any other applicable terms and conditions and/or any right under law, shall continue until 30 June 2025 at such point your Membership and any accrued Membership Benefits shall cease. The Membership Term is not automatically renewed for the following season.

## 5. Questions / Complaints

5.1 If you have any questions or complaints about the Official Club Membership, please contact <a href="mailto:tickets@wbafc.co.uk">tickets@wbafc.co.uk</a> who will be able to assist you.

## 6. Right to change your mind

- 6.1. If you are a consumer and you have purchased your Membership online or by telephone, you have the right to change your mind and cancel your Official Club Membership within 14 days from the date of purchase without giving any reason. To exercise this right to cancel, you must inform the Club of your decision to cancel within the 14-day period by:
- a. contacting the Ticket Office by telephone on 0121 227 2227;
- b. emailing the Ticket Office at tickets@wbafc.co.uk;
- c. by post to The Hawthorns, West Bromwich, West Midlands, B71 4LF; or
- d. completing the form at Schedule 3 and either emailing or posting it to the Club to the email or postal address set out in 6.1 b. or c. (as applicable).
- 6.2. If the Member submits a valid cancellation request within the required timescale, the Club will provide a full refund of your Membership Fee (to the card used for payment, if applicable) not later than 14 days from the date on which you informed the Club of your decision to cancel your Membership.

#### 7. Lost, Stolen and Damaged Tickets

7.1. The Club is not responsible for any Match ticket and/or Official Club Membership Stilecard which is lost, stolen, forgotten, damaged, defaced or destroyed.

#### 8. Transfer of Membership and Cessation of Rights

- 8.1. In circumstances where a Purchaser purchases an Official Club Membership Scheme on behalf of another person:
- a. such purchase must not be made in the course of business or for the purpose of facilitating any third party's business;
- b. the Purchaser shall not charge the Member a fee for the purchase or, if a fee is charged, it must be no greater in value than the face value of the Official Club Membership Scheme; and
- c. such nominated Member must be a supporter of the Club and meet any additional criteria required for the relevant Membership.
- 8.2. The Member on whose behalf the Official Club Membership Scheme is purchased pursuant to condition 8.1 shall adhere to and be bound by these Membership T&Cs, the Terms & Conditions of Entry (where applicable) and any other relevant Associated T&Cs and it is the responsibility of the Purchaser to inform such a Member of these requirements.
- 8.3. Official Club Membership Schemes and Membership Benefits are for the use of the Member only and are not transferable.
- 8.4. Subject to conditions 8.1 and 8.3 above, all rights with respect to an Official Club Membership Scheme are personal to the Member and shall cease upon the death of the Member. Any Membership Benefits accrued are not transferable to any other person or organisation.

## 9. Amendments to Official Club Membership Schemes or ceasing to offer Official Club Membership Schemes

- 9.1. The Club reserves the right to re-brand or otherwise vary The Official Club Membership Scheme, or introduce any additional membership schemes, at any time provided that any such variation shall result in a Member receiving the same or substantially similar Membership Benefits to those the Member was entitled to receive prior to such variation. Members may, at the sole discretion of the Club, be transferred to such additional or replacement membership schemes without prior notice provided always that the Member shall be entitled to the same or substantially similar Membership Benefits under the new membership scheme as the Member was under the Official Club Membership Scheme from which the Member was transferred.
- 9.2. The Club may close all or any membership schemes, including without limitation the Official Club Membership Scheme, on not less than 30 days' notice. If this occurs part way through a Member's Membership, the Club will provide (to the card used for payment, if applicable) a pro-rata refund of the Membership Fee paid relating to the period of the relevant Membership that remains as at the date of termination. No refunds will be offered to Club home 2024/2025 season ticket holders and Club corporate seasonal members.

### 10. Suspension/Termination of Participation in the Official Club Membership Scheme by the Club

10.1. In addition to any other rights available to the Club, the Club may suspend a Member's access to the Official Club Membership Scheme and Membership Benefits at any time at its sole discretion, including without limitation access to WBA TV+ content and access to the Priority Official Club Membership Sales Period. If the Club does choose to suspend a Member's access, it will inform the Member within a reasonable time unless it is not permitted to do so.

- 10.2. In addition to any other rights available to the Club, the Club can terminate your participation in the Official Club Membership Scheme immediately on written notice (including via email), without refund, if:
- a. the Member breaches these Membership T&Cs or any Associated T&Cs;
- b. the Member acts or is reasonably suspected of acting in any manner which is inconsistent with or violates these Membership T&Cs or any element of the Official Club Membership Scheme;
- c. the Member acts, in the Club's opinion, in a manner inconsistent with applicable law or if there are reasonable grounds for suspecting fraud, theft or dishonesty in connection with the Official Club Membership Scheme;
- d. the Member is guilty (or the Club suspects the Member is guilty) of a football related criminal offence;
- e. the Club reasonably believes an unauthorised person is attempting to access the Official Club Membership Scheme using a Member's account;
- f. the Club reasonably believes it is necessary to do so for operational reasons;
- g. the Member breaches any Terms & Conditions of Entry and/or any other Club rules that apply to the Member from time to time; and/or
- h. the Member has any other agreement that it has entered into with the Club terminated for whatever reason;.
- 10.3. The Club may terminate the Official Club Membership Scheme on giving the Member 30 days' notice.
- 10.4. In the event that a Member's Official Club Membership Scheme is cancelled, the Club reserves the right to exclude the relevant Member from applying for any future membership scheme maintained or organised by the Club and or to disqualify the relevant Member from applying for any Match ticket at its discretion and to notify FIFA, UEFA, the Football Association, the Premier League, the English Football League and/or any other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

#### 11. Exclusion of Liability

- 11.1. The Club will not be liable to any Member for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- a. any failure or delay by the Club in carrying out any of its obligations under these Membership T&Cs which is caused by circumstances outside of the Club's reasonable control;
- b. any information provided to the Club by a third party;
- c. the Website, including its availability and use of or reliance on any content displayed on the platform; or
- d. any failure by a Purchaser/Member to provide updated contact/payment details in accordance with condition 14.
- 11.2. The Club shall have no liability whatsoever for any indirect or consequential loss or damage.

- 11.3. The Club shall have no liability whatsoever for any loss of enjoyment.
- 11.4. The Club shall have no liability whatsoever for any travel/accommodation costs.
- 11.5. The Official Club Membership is for domestic and private use. The Club shall have no liability for any loss of business, loss of profit, business interruption or loss of business opportunity.
- 11.3. To the extent permitted by law, the Club excludes all conditions, warranties, representations or other terms which may apply to the Official Club Membership Scheme, whether express or implied.
- 11.4. For the avoidance of doubt, nothing in these Membership T&Cs shall exclude or limit the Club's liability for death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or any other conduct for which liability may not be excluded or limited as a matter of English law.

## 12. Match Ticket Applications

- 12.1. Following purchase of an Official Club Membership, and subject to availability, the Membership T&Cs and Associated T&Cs, a Member shall be entitled to apply for:
- a. Home Match tickets during the Priority Membership Sales Period ahead of non-members and after Club home 2024/2025 season ticket holders\*; and
- b. (if applicable) away Match tickets to the Club's domestic away Matches ahead of non-members and after Club home 2024/2025 season ticket holders and members of the Club Away Ticketing Membership (sold separately to the Official Club Memberships sold under these Member T&Cs)\*

The availability of Match tickets will be published by the Club on a match-by-match basis.

Where successful in such ticket application(s), the relevant Member will be required to purchase the relevant ticket immediately unless otherwise informed by the Club.

- \*Subject to availability and limited to one ticket per Match per Member. Previous match ticket history may apply and loyalty points held may impact on the specific priority provided. Members and non-members may have priority over other Members in respect of when a Member can apply for a Match ticket depending on the loyalty points held by each Member. This would occur if a non-member has accrued loyalty points exceeding the 300 granted to a Member through attending Matches during that Season. A Member not attending any Matches and therefore not adding loyalty points to their initial 300 allocation may receive a lower priority than the non-member with over 300 points. This would only occur for fixtures that are deemed at the sole discretion of the Club as high-demand fixtures (for example for illustrative purposes only, local derby's, cup fixtures and play-off fixtures) where ticket priority windows based on loyalty points are utilised.
- 12.2. For the avoidance of doubt, Official Club Membership does not guarantee that a Member will be entitled to / able to purchase a Match ticket for any Match or to attend any of the Matches or any other matches.
- 12.3. Applications for Match tickets are subject to availability and strictly on the basis of one ticket per Match per Member, unless expressly permitted otherwise by the Club. Where group applications are permitted by the Club and are made, every Match ticket applied for must be for use by a current Member (and details of each additional Member which is part of that application must be provided at the point any such application for Match tickets is made).

#### 13. Attendance at Matches and Entry into the Ground

- 13.1. Where a Member is successful in an application for a Home Match ticket, the Club shall issue the Member with an e-ticket uploaded to our official WBA Tickets app (available on Apple Store and Google Play Store) for the relevant Home Match. To access the Ground, a Member must present their e-ticket at the turnstile reader as directed by the turnstile operator. Admission will be refused to any person who attempts to use the same e-ticket on more than one occasion at the same Home Match, or uses an e-ticket which has been cancelled for that Home Match.
- 13.2. Where a Member obtains a ticket for any away Match through the relevant application process conducted by the Club, that ticket is sold: (i) by the Club as agent on behalf of the away club (or, if applicable, the governing body or competition organiser); (ii) subject to the relevant terms and conditions of the away club (or, if applicable, the governing body or competition organiser) and all issues relating to access to, crowd control and stewarding at the away club's stadium shall be the responsibility of the away club (or, if applicable, the governing body or competition organiser) and not the Club (and the Club shall have no liability to the Member or any third party in respect of such matters); and (iii) subject to any additional terms and conditions imposed by the Club in respect of away match tickets (which shall include these Membership T&Cs and in the event of any conflict shall take precedence over the relevant terms and conditions of the away club or, if applicable, the governing body or competition organiser). If, following the allocation of an away Match ticket to a Member: (i) any Member commits a breach of the terms and conditions and/or ground regulations of the relevant away club (or, if applicable, the governing body or competition organiser); and/or (ii) commits a breach of any additional terms and conditions imposed by the Club in respect of away Match tickets; in each case it shall be deemed to be a breach of these Membership T&Cs.
- 13.3. Any Home Match tickets purchased are issued subject to the applicable Terms & Conditions of Entry and nothing in these Membership T&Cs shall operate so as to supersede or take precedence over such Terms & Conditions of Entry. In the event of conflict, the Terms & Conditions of Entry shall take precedence over these Membership T&Cs.
- 13.4. By purchasing a Home Match ticket and/or attending a Home Match whilst a Member of a Official Club Membership Scheme, 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 to the attention of others, as required, the Terms & Conditions of Entry.
- 13.5. The Club will not be obliged to make any refund to any Purchaser or Member in respect of any ejection from or refusal of entry to the Ground or any other ground or in respect of any Official Club Membership Scheme which is suspended or withdrawn in accordance with condition 10.

#### 14. Change of Details

- 14.1. Members should promptly notify the Club of any change of details (including, without limitation, changes to payment details, Addresses and / or contact details) by:
- a. logging into their My Albion Single Sign On account at login.wba.co.uk;
- b. telephoning the ticket office on 0121 227 2227;
- c. visiting the Club's ticket office in person; or
- d. emailing the ticket office at tickets@wbafc.co.uk

d. writing to the Club, for the attention of 'Official Club Membership Services', quoting the relevant Customer ID Number (which can be found on your membership confirmation email or your My Ablion Single Sign On account)

14.2. Members may be required to provide the Club with proof of identity and proof of Address to the Club's satisfaction when details are changed under condition 14.1.

#### 15. Data Protection

- 15.1. 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 <a href="https://www.wba.co.uk/privacy-policy">https://www.wba.co.uk/privacy-policy</a>.
- 15.2. If you provide information to us about any other people, you must give them a copy of the Customer 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.
- 12.3 Photographers may be present when you attend the Ground to attend Member events and matches and photographs and/or audio, visual and audio-visual footage may be taken. By attending the Ground all Members 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 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).
- 12.4 All Members 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 you 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 your 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.
- 12.5 All Members agree that, unless otherwise stated, matches and events for Members at the Ground or otherwise are public, and that their appearance and actions inside and in the perimeter of the Ground or other location where a Club match or Member event occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct.

## 16. Entire Agreement

16.1. These Membership T&Cs, together with the documents referred to herein, comprise the entire agreement between the Club and the Purchaser / Member in relation to the purchase of an Official Club Membership Scheme and all ancillary benefits. For the avoidance of doubt, the purchase of all Match tickets shall be subject to the Terms & Conditions of Entry.

#### 17. Severability and Amendments

17.1. The Club reserves the right to make amendments to these Membership T&Cs from time to time, provided that, if the amendments are introduced during the course of a Season, the amendments shall not result in any Member receiving any less than the same or substantially similar Membership

Benefits to those that the Member was entitled to receive prior to such amendments in relation to that Season. Up to date versions of the Membership T&Cs will be made available on the Website, and hard copies will be available from the Club upon request.

- 17.2. In the event that any condition(s) or part condition(s) of these Membership T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Membership T&Cs shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.
- 17.3. The Club reserves the right to alter the Membership T&Cs and/or Official Club Membership Scheme from time to time in its absolute discretion.

#### 18. Waiver

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

#### 19. Third Parties

19.1. Notwithstanding any other provision in these Membership T&Cs, and with the exception of any football authority, no person other than the Member, the Purchaser or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Membership T&Cs. Nothing in these Membership T&Cs shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act. The Club shall not be required to obtain the agreement of any person or entity (including the Member or Purchaser) in order to deal with, vary and/or end the Membership.

## 20. Transfer of this Agreement

- 20.1 The Club may transfer its rights and obligations under these Membership T&Cs to another organisation. The Club will notify Members if this happens and it will ensure that the transfer will not affect your rights under the contract. Notification may be completed by placing a notice on the Website.
- 20.2 A Member/Purchaser may only transfer rights or obligations under these Membership T&Cs to another person if the Club agrees to this in writing prior to the transfer taking place.

#### 21. Governing Law

21.1. These Membership 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 (and the Information Commissioner in respect of data protection matters).

## Schedule 1

#### **Official Club Membership Benefits**

- Priority access to Club Home Match tickets (subject to loyalty points and the Membership T&Cs)
- Access to Premium Content on WBA TV+ available on wba.co.uk and the West Bromwich Albion app (subject to WBA TV T&Cs)
- Official Ticketing and Retail offers and promotions on Club products in-store and online.

• Invites to Official Club Membership holder events (attendance subject to availability and any laws, rules and regulations that apply from time to time)

#### **Priority Ticket Access.**

Members will be provided with priority ticket access to apply for Club Home Matches during the relevant Priority Membership Sales Period before tickets go on general sale\*. Members will be notified by email of upcoming ticket priority windows.

Members will be permitted to apply for away Match tickets to the Club's domestic away Matches ahead of non-members and after Club home 2024/2025 season ticket holders and members of the Club Official Away Membership (sold separately to The Official Club Memberships sold under these Member T&Cs)\*

The availability of Match tickets will be published online via the website and social media by the Club on a match-by-match basis.\*Subject to availability and limited to one ticket per Match per Member. Previous match ticket history may apply and loyalty points held may impact on the specific priority provided. Members and non-members may have priority over other Members in respect of when a Member can apply for a Match ticket depending on the loyalty points held by each Member. This would occur if a non-member has accrued loyalty points exceeding the 300 granted to a Member through attending Matches during that Season. A Member not attending any Matches and therefore not adding loyalty points to their initial 300 allocation may receive a lower priority than the non-member with over 300 points. This would only occur for fixtures that are deemed at the sole discretion of the Club as high-demand fixtures (for example and for illustrative purposes only, local derbys, cup fixtures and play-off fixtures) where ticket priority windows based on loyalty points are utilised.

#### Access to WBA TV +

Members will be able to take advantage of exclusive online content available on WBA TV + at wba.co.uk or on the official West Bromwich Albion app (please note this app is separate to our Mobile Application used for ticketing). Members will require a My Albion Single Sign On account linked to their Club home 202/2025 season ticket or Official Club Membership to access this content on both platforms. Additional terms and conditions may apply. In addition to such exclusive content, West Bromwich Albion's PL2 home matches during the Membership will be available to view as a live stream on the website or app as part of the membership benefits, subject to availability and where the Club is permitted to provide such live stream. Additional terms and conditions may apply. Supporters will be updated of upcoming live streams (where applicable) in their monthly statement email. The Club reserves the right to make available / sell live match passes for these games to non-members on a match by match basis.

## **Member Opinions**

From time to time Members may be invited to share their views with the Club on selected topics.

## Schedule 2: Membership Fee

Membership	Fee payable
Official Club Membership	£30

## **Schedule 3 - Model Cancellation Form**

(Complete and return this form only if you wish to withdraw from the contract)

To: West Bromwich Albion Football Club Limited with registered address of The Hawthorns, West Brom, West Midlands B71 4LF, telephone number 0121 227 2227 and email address tickets@wbafc.co.uk

I hereby give notice that I Ordered and paid for on [' Name of Member: [ Address of Member: [	•	• •
Signature of Member(s) (c	only if this form is	notified on paper),
Date: [	]	
Signature of Member(s) le (only if this form is notified		lian and/or carer where the Member is under 16 years o
Date: [	]	