



## WEST BROMWICH ALBION FOOTBALL CLUB LIMITED

### Event Ticket Conditions of Issue 2025/26

Details of how West Bromwich Albion Football Club (“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 Ticket

- 1.1. The issue of a Ticket and subsequent access to the Event 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; and
  - 1.1.2. The Club Flu and Pandemic Policy in force and updated from time to time that can be found on the Club’s website at <https://www.wba.co.uk/club/club-policies/wba-flu-pandemic-policy> and
  - 1.1.3. The Supporter Code of Conduct in force and updated from time to time that can be found on the Club’s website at <https://www.wba.co.uk/code-conduct>.
- 1.2. The Club reserves the right without liability to cancel or withdraw a Ticket, or eject from the Event, any person who fails to comply with the Terms & Conditions of Entry. A Ticket can only be used for the Event identified on the Ticket and cannot be transferred and/or used at any other Event. By applying for a Ticket and/or using the same you hereby represent and warrant that you are not prohibited by law from attending a football ground (including the Ground) and are not subject to any Club issued ban.
- 1.3. You warrant that all information provided as part of the 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.
- 1.4. You acknowledge that the Event is outdoors and as such may be affected by weather conditions. Accordingly, all persons attending the Event should come appropriately dressed for the conditions.
- 1.5. The Club does not tolerate foul and/or abusive behaviour either in person, or via any form of communication, including without limitation 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 1.5 and, in such circumstances, no refunds will be issued, and you may also receive a lengthy ban.

- 1.6. If you change your personal details prior to the Event, you must notify the Club as soon as possible by contacting the Club's ticket office.

## **2. Prices, Payment and Placing Orders**

- 2.1. Payment for Tickets shall be made using such payments methods accepted by the Club from time to time. Unless stated otherwise (for example for illustrative purposes only, you are a business purchasing hospitality), all prices for Tickets are inclusive of VAT. All prices are displayed in the currency that they will be charged in, and we accept no responsibility or liability for additional charges you may be subject to by your credit or debit card or payment provider, or any currency exchange rate fluctuations, which are entirely at your risk. Due to the additional administration involved, Tickets purchased in person or over the phone will be £1.75 more expensive than if purchased online.
- 2.2. Whilst the Club tries to ensure that all advertised prices are accurate, errors may sometimes occur. If the Club discovers an error in the price of any Ticket you have ordered, it will inform you as soon as possible and give you the option of confirming your order at the correct price (in which case we will debit or credit you as applicable) or cancelling your order (in which case the relevant Tickets will be cancelled and refunded). If the Club is unable to contact you to confirm your order at the correct price, you agree that the Club may treat the order as cancelled and issue a full refund, without any further liability. Nothing in this clause 2.2 limits the other rights available to the Club.
- 2.3. Your contract for purchase starts once the Club has received full payment for your order and it has confirmed your order. Your contract for purchase ends immediately after the completion of the Event. If you do not receive an order confirmation after submitting payment information in respect of Tickets, it is your responsibility to confirm with the Club's ticket office whether or not the order has been placed and accepted by the Club. The Club will not be responsible for any costs or losses you incur if you assume that an order was or was not placed because you failed to receive your order confirmation / Tickets. It is the Ticket Holder's responsibility to check the Tickets on receipt as mistakes cannot always be rectified after purchase. Please contact the Club immediately if there is a mistake with your Ticket.
- 2.4. Tickets may be restricted to a maximum number per person. The Club reserves the right, without prior notice, to cancel Tickets purchased in excess of this number, unless such purchase was due to the Club's error.
- 2.5. All purchases are subject to credit or debit card verification (if applicable), other security checks, and collection of payment by the Club. Your order may be cancelled if it has not passed our verification process or if payment is not received in full or if payment is recalled for whatever reason.

- 2.6. To prevent fraud, the Club reserves the right to carry out checks and/or request additional information to be provided in order to verify purchases and information provided as part of that purchase. The Club reserves the right to cancel any orders that it reasonably suspects to have been made fraudulently, without any notice and all Tickets obtained as part of such orders will be void.
- 2.7. Payment for Ticket(s) shall be made using such payment methods accepted by the Club from time to time.

### **3. Provision of Information and Admission to the Event**

- 3.1. All Tickets 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 Ticket where required to do so by 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. By purchasing and/or accepting and/or holding a Ticket and/or using a Ticket to gain access to the Event 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. All Ticket Holders agree that if they change their personal details prior to the Event, they will notify the Club as soon as reasonably practicable by contacting the Club's ticket office or the relevant Hospitality Team in respect of Hospitality purchases.
- 3.2. By purchasing a Ticket, you hereby acknowledge and agree that your attendance at the relevant Event is at your own risk and (to the extent permitted by applicable laws and except for the losses set out in clause 11.1 below) the Club accepts no responsibility and/or liability from any illness and/or injury resulting therefrom. All Ticket Holders must comply with all 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 that are implemented from time to time. You warrant that your condition and conduct at the Event will not impair the safety of any other person attending the relevant Event.
- 3.3. You agree that you will not attend the Event where such attendance would breach any applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, safety body/group, emergency service and/or the Club. In such circumstances, the Club shall have no liability to you whatsoever and no refund will be issued.
- 3.4. If you have and/or develop symptom(s) of an infectious disease whilst at the Event you will immediately report such symptom(s) to a Club representative. The Club reserves the right without liability to the Ticket Holder or to any other person to take such action the Club deems appropriate, which may include, without limitation refused entry to the Event, being taken to an isolation room for further assessment and/or removal from the Event of any 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, safety body/group, emergency service, Football Authority and/or the Club relating to an infectious disease. In such circumstances no refund will be offered. You warrant that (i) you will not, unless told otherwise by the Club, remain at the Ground if you develop any symptom(s) of an infectious disease and (ii) your condition and conduct at the Event will not impair the safety of any other person attending the Event.

- 3.5. With the health and safety of all those attending the Event in mind, all 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, (4) be subject to non-invasive temperature checks and/or any other appropriate medical processes/questioning as is prudent in order to safeguard against an 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 and that 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. A Ticket Holder is required to inform the Club, at any point prior to entry into the Event or whilst at the Event, of any changes to their Information. Without liability on the Club’s part, a 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 Ticket Holder should not be attending the Event due to 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 or where the Ticket Holder is suffering from an infectious disease.
- 3.6. All Ticket Holders are requested to arrive at the Event (1) in good time at the required entry point into the Ground 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. Admission of latecomers cannot always be guaranteed, and no refund whatsoever will be offered where the Club does not admit a latecomer. In addition, all Ticket Holders are required to follow all guidance/instructions provided by the Club regarding the exit of the Event.
- 3.7. Please note that seating plans and charts displayed during the purchase process are for guidance only. Ticket Holders should be aware that certain seats situated in the lower stands may be affected by adverse weather conditions. Tickets may be sold subject to certain restrictions on entry or use, such as restricted, obstructed or side view. Such restrictions will be notified to you as part of booking process. It is your responsibility to

ensure that you have read all notifications as part of the purchase process as the Club will not be responsible if you and/or any of your Guests fail to meet or prove they meet any applicable restrictions. Subject to the Terms & Conditions of Entry, a Ticket permits you to occupy at the Event the seat indicated on the Ticket or such other alternative seat as the Club may, from time to time, allocate to you at its reasonable discretion. The Club reserves the right, at any time and without notice, to move Ticket Holders to alternative seats for any reason. Wherever possible the Club will use reasonable endeavours to relocate Ticket Holders to a seat of equivalent value; however, the Club's decision will be final on all relocation matters and no refunds will be issued in respect of any relocation.

- 3.8. All access to the Event pursuant to a Ticket shall be for the purposes of private enjoyment of the Event only and not for any commercial purpose (except relevant Hospitality Packages purchased for commercial use or as otherwise authorised by the Club). To be admitted into the Event, you must present the 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 Ticket on more than one occasion at the same Event or use a Ticket that has been cancelled. Children under 16 years of age on the date of the relevant Event must be accompanied at all times by an adult aged 18 years of age or older who has a valid Ticket for the Event.
- 3.9. Save for where the Club decides otherwise, Tickets purchased will be made available via the Mobile Application and are to be presented on a Smart Device (or at the discretion of the Club via a print at home option where Hospitality has been purchased as part of the Ticket). Prior to purchase of the Ticket, you confirm that you have checked that you have a suitable Smart Device on which you can receive and display the relevant e-ticket clearly. It is your responsibility to present your valid Ticket via the Mobile Application on your Smart Device (or on a legible printed format at the Event where a print at home option has been made available to you as a result of you purchasing Hospitality as part of the Ticket). If you fail to do so, your admission to the Event will be refused without refund. Any Ticket Holder who does not have and/or is unable to use a Smart Device to present their Ticket via the Mobile Application must contact the Club's Ticket Office to arrange an alternative ticket method prior to the date of the Event. When attending the Club's Ticket Office for such purposes, photographic identification must be presented.
- 3.10. You may be asked to provide further proof of age and/or photographic identification before entry to the Event is granted. If you fail to provide such proof and/or identification (as applicable), your admission to the Event may be refused. No refunds will be issued in such circumstances.
- 3.11. In the event that your Ticket and/or your Smart Device is lost, damaged, or stolen, or your Ticket is corrupted, damaged or illegible in any way, or if you arrive at the Event without a functioning Ticket and/or Smart Device, the Club will not be able 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.
- 3.12. Transferring or copying of Tickets to other devices not registered with your account is strictly prohibited, as is any behaviour deliberately carried out to defraud the Club. In the

event or suspicion of such activity the Club reserves the right to cancel the relevant Ticket and/or terminate the Ticket Holder's Club account and/or to pursue any losses or damages that result from such activity 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.

- 3.13. By purchasing a Ticket, you agree to co-operate fully with Club staff and hand over your Smart Device for inspection if asked to do so.
- 3.14. If multiple e-tickets have been booked for more than one person and have been loaded on to one device, then all Ticket Holders must arrive at the Event together and scanning and entry will be conducted via the Mobile Application on your (the purchaser's) Smart Device.
- 3.15. The Club reserves the right to request Ticket Holders to attend the ticket office on the day of the Event in order for a ticket to be validated and photographic identification to be checked (where relevant) prior to entry to the Event should the Club deem this appropriate. The Club reserves the right to issue Tickets in hard copy via the post or to make Tickets available for collection by you at the Club's Ticket Office or at another designated Ticket collection point. You may be required to provide proof of ID, payment details, and/or confirmation of purchase (in such format as the Club reasonably requires) to collect Tickets. Where Tickets are to be sent via post, it is the responsibility of the Ticket Holder to ensure their contact details provided to the Club are correct and up to date. The Club shall not be responsible for a Ticket Holder's failure to provide correct and complete delivery information and/or their failure to ensure it is available to receive delivery of Tickets (physically or via email, as applicable) and/or its failure to download Tickets.
- 3.16. Save as set out in clause 3.17 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 Event, any persons present in the Event and/or the Event, nor may you bring into the Event or use within the Event (or provide to, facilitate or otherwise assist another person to use within the Event) 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 Club. Without prejudice to any other rights available to the Club, the Club reserves the right to eject you from the Event without liability on the part of the Club where you are in breach of this clause 3.16. No refunds will be provided in such an instance.
- 3.17. Mobile telephones and other mobile/electronic devices are permitted within the Event **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 or otherwise); 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. The unauthorised use of photographic and/or recording equipment at the Event is prohibited. Any unauthorised photos, videos and/or recordings may be destroyed or deleted. The use of drones or similar equipment for any reason in, at or near the Ground is prohibited.

- 3.18. The intellectual property rights, copyright, database rights and all other rights, title and interest in and to all Material that you produce at the Event in relation to the Event, any persons present at the Event and/or the Event itself (whether produced in breach of clause 3.16 above, or pursuant to clause 3.17 above, or otherwise) is hereby assigned to the Club, 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 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 Club (as applicable) absolutely and with full title guarantee.
- 3.19. All Ticket Holders agree that they shall not use any of the Club's intellectual property for any purpose save for as expressly agreed to in writing by the Club.
- 3.20. All Ticket Holders shall not offer or distribute (either free or for sale by any person) at the Event any consumer article or commercial product of any nature. All Ticket Holders 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. All Ticket Holders agree not to partake in any ambush marketing before, during or after the Event. For the avoidance of doubt, this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 3.18 above and/or this clause 3.20, where both the content and publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 3.21. A Ticket Holder is not entitled to re-enter the Event if they leave the Event at any time on the relevant Event day, except where the Club expressly approves such re-entry.
- 3.22. The Club reserves the right to conduct security searches on any person, entering the Event or who is within the Event, for security purposes and/or where it has reason to believe that any of the breaches of the Terms & Conditions of Entry 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 Ticket to enter the Event constitutes consent to such use. You are only entitled to bring into the Event 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 Event. There are no bag storage facilities at the Event, which means that if you do not comply with this rule, you may be refused entry to the Event. No refund will be provided in such an instance. The Club reserves the right to, as its sole discretion, to refuse to allow any item into the Ground 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.

- 3.23. If a Ticket Holder is not 16 years old or over, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the Terms & Conditions of Entry and if such under 16 year old attends the Event unaccompanied their parent(s) and/or guardian(s) are deemed to have provided their permission for such unaccompanied attendance.
- 3.24. Breach of any of the Terms & Conditions of Entry or any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle the Club to eject you from the Ground. In such circumstances no refund will be provided.
- 3.25. The Club reserves the right to refuse admission to the Ground, or to remove any person at the Event for reasons of public safety, any unacceptable behaviour likely to cause damage, nuisance or injury, or for any breach of the Terms & Conditions of Entry. In such circumstances, no refund will be provided.
- 3.26. Prolonged exposure to loud music or noise may damage your hearing and the Club advises all those attending the Event to wear adequate ear protection at the Event. Additionally, special effects, which may include sound, audio-visual, pyrotechnic effects or lighting effects may be featured at the Event, which may not be suitable for those with photosensitive epilepsy or similar conditions. Accordingly, all those attending the Event acknowledge that and agree to attend the relevant Event at their own risk.
- 3.27. All Ticket Holders will:
- 3.27.1 at all times act in a respectable and orderly manner;
  - 3.27.2 exit the Ground in a quiet and orderly fashion at the end of the Event and in accordance with any instructions issued by the Club or a representative of the Club or the emergency services;
  - 3.27.3 comply at all times with the Club's policies and procedures while at the Ground;
  - 3.27.4 at all times act in compliance with the Terms & Conditions of Entry and any instructions or notices from the Club or a representative of the Club or the emergency services; and
  - 3.27.5 take every precaution not to injure and/or damage any property, person and/or the Ground.
- 3.28. All Ticket Holders shall not at the Event:
- 3.28.1 allow any animals, other than assistance dogs within the meaning of the Equality Act 2010, to enter or remain at the Ground;
  - 3.28.2 vape, smoke tobacco or e-cigarettes anywhere at the Ground, save for the designated smoking areas or such as areas as may be informed to the you by the Club;
  - 3.28.3 bring any illegal substances to the Ground;
  - 3.28.4 bring any alcohol to the Ground;



3.28.5 bring (or use within) the Ground any prohibited items, including but not limited to dangerous or hazardous items, illegal substances, weapons, bottles, glass vessels, cans, air horns, poles, umbrellas, or any article which may be used as a weapon or a missile, may compromise public safety and/or may pose a hazard or nuisance to any other person.

Prohibited items may be confiscated and will not be returned.

3.28.6 do or permit to be done anything at the Ground which is illegal and/or may result in the forfeiture, endorsement or non-renewal of any licences held by the Club;

3.28.7 alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Ground, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Club;

3.28.8 display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Ground without the prior written consent of the Club;

3.28.9 cause or permit to be caused any damage to the Ground, including any furnishings, equipment or fixtures at the Ground;

3.28.10 charge any electronic device in any of the power points at the Ground without the knowledge and consent of the Club;

3.28.11 remove or tamper with any fire appliance at the Ground;

3.28.12 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 Ground or owners of local residences or local residents living around the Ground;

3.28.13 block any gangway and/or exit at or around the Ground;

3.28.14 behave in any way which will or may (a) damage the Ground; (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 (f) cause nuisance of any kind and/or (g) impair the safety of any other person attending the Event.

#### **4. Use of Ticket**

4.1. Subject to clause 4.2 below, the 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 Ticket or the benefit of it to any other person without the prior written consent of the Club. The reference to reselling the Ticket includes without limitation: (a) offering to sell the Ticket (including, without limitation, on any website or online auction site); (b) exposing the Ticket for sale, (c) making the Ticket available for sale by another person, (d) advertising that the Ticket is available for purchase, which for the avoidance of doubt (and by way of example only), means that the Ticket may not be offered as a gift and/or prize in any promotion or competition, (e) transferring, lending or selling any Ticket to any third party as part of a hospitality (this does not include a Guest using a Hospitality Package

where the terms of clause 4.2 below are complied with) or travel package, and (f) giving (or offering to give) a Ticket to any third party who pays or agrees to pay for some other goods or services (or offers to do so), all save for as expressly authorised by the Club. For the avoidance of doubt, the Club does not sell any Tickets through any third party, 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. You may only purchase and resell or transfer a 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 Event that the Ticket relates and in consideration of no payment or benefit in excess of the face value of a ticket to that Event 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 Ticket (and you must inform the Guest of this). In respect of a Guest, you or the relevant Guest, will provide Information, name and contact details of your Guest(s) 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 Ticket. You may not purchase for or resell or transfer a Ticket to a Guest or any other person save for as permitted in these Conditions of Issue or as further prescribed by the Club from time to time.
- 4.3. The unauthorised sale or disposal of a 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 a 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 who may in turn notify other 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/or disorder.
- 4.4. It is prohibited to obtain or attempt to obtain a Ticket through unauthorised use of any robot, spider or other automated device or software, or through unauthorised framing or linking to any website, or through any other illegal or unauthorised activity. The Club reserves the right to cancel any orders that we reasonably suspect to have been made in breach of the Terms & Conditions of Entry, without notice, and all Tickets obtained as part of such orders will be void.
- 4.5. All Tickets remain the property of the Club at all times, are a revocable licence 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. The Club reserves the right to

require the immediate return of the Ticket at any time and a failure to do so is a breach of the Terms & Conditions of Entry.

## **5. Hospitality purchased in respect of the Event**

- 5.1. This clause 5 does not apply to Ticket Holders that have not purchased a Hospitality Package.
- 5.2. Subject to availability, the Club may offer various Hospitality Packages to be enjoyed at the Event. Where successful in your purchase of Hospitality Package, the Terms & Conditions of Entry apply equally to such Hospitality Package and in such circumstances reference to Ticket shall be interpreted to include the relevant Hospitality Package purchased.
- 5.3. Without prejudice to any other rights available to the Club, the Club may at any time substitute the Hospitality Package (or any part thereof) with an alternative package. The Club will endeavour to ensure that such substitute hospitality 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 Hospitality Package and the cost of the substitute hospitality package (or any part thereof) where such substitute is a lesser amount.
- 5.4. All Ticket Holders must comply with the Club's dress code for hospitality areas, that being smart/casual and no ripped or bleached denims, trainers, tracksuits, shorts or replica football shirts or training wear (including home team kit). The Club reserves the right to refuse entrance to the Ground and cancel the Hospitality Package where a Ticket Holder does 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.
- 5.5. No alcoholic or non-alcoholic beverages or food of any kind may be brought into the hospitality areas of the Ground.
- 5.6. In circumstances where the Hospitality Package purchased from the Club includes car parking, the Club will inform you in advance of where you and your Guests (if applicable) may park. Car parking may be provided (at the Club's sole discretion) within the Ground'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 Hospitality Package car park permits to be passed on, loaned or sold. Car park provision included (if any) in Hospitality Packages may vary from event to event, please check what is included in the relevant Hospitality Package for the Event prior to purchasing.
- 5.7. All car parks and roads adjacent to the Ground may have access restrictions on Event days, which the Club will inform you of in advance. If such access restrictions are not observed by the Ticket Holder, they may be unable to access the car parking assigned to them. Where such access restrictions are not observed then, without prejudice to any other rights, the Club shall not be liable for a Ticket Holder not being able to use and/or

access any car park offered for use as part of the Hospitality Package purchased for the Event.

## **6. Disabled Ticket Holder(s)**

6.1. This clause 6 applies to you if you are a Disabled Ticket Holder.

6.2. Disabled Ticket Holders are entitled to a free ticket to bring a Personal Assistant with them to the Event only if they require additional assistance to be able to attend the Event. The Disabled Ticket Holder must register proof of their disability with the Club's Ticket Office in advance of purchasing a Ticket to be able to benefit from this clause 6. All Tickets to be purchased by a Disabled Ticket Holder should be booked directly with the Club's Ticket Office (either in person or on the telephone). Proof of disability includes the following:

6.2.1. receipt of the enhanced rate of the mobility component of the Personal Independence Payment (PIP);

6.2.2. receipt of the Attendance Allowance (AA);

6.2.3. receipt of the Severe Disablement Allowance (SDA);

6.2.4. receipt of the War Disabled Pension;

6.2.5. a Certificate of Visual Impairment (CVI 2003); or

6.2.6. receipt of the middle or high-rate Disability Living Allowance (DLA).

If the Disabled Ticket Holder is not in receipt of any of the above, they can provide a letter from their GP stating that they require personal assistance in order to attend the Event and submit this to the Club for approval, which shall be given by the Club in its sole discretion. The decision of the Club shall be final.

6.3. The Personal Assistant may only attend the Event in the position of carer to the Disabled Ticket Holder, they are not deemed to be a Ticket Holder in their own right, and as such are not entitled to any other benefits to which a Ticket Holder is entitled (including without limitation any Hospitality Package that is purchased by the Ticket Holder). If the Disabled Ticket Holder cannot attend the Event, the Personal Assistant will not be admitted into the Ground without such Disabled Ticket Holder. If the Personal Assistant would like to attend the Event without the Disabled Ticket Holder, they must be eligible to purchase their own Ticket and if they are such Ticket will be purchased at full price. Notwithstanding the foregoing, the Personal Assistant by attending the Event agrees to comply with and be bound by the Terms & Conditions of Entry (and you must inform the Personal Assistant of this).

6.4. The Personal Assistant should sit with the Disabled Ticket Holder and assist them with their needs throughout the course of the Event. The Club will make every effort to allocate the Personal Assistant with a seat adjacent to the Disabled Ticket Holder, however if this is not possible, the Club will allocate the closest available seat to the Disabled Ticket Holder. The Club requires that the Personal Assistant is fully capable of meeting the needs of the Disabled Ticket Holder.

- 6.5. Failure to comply with the Terms & Conditions of Entry by any Disabled Ticket Holder and/or their Personal Assistant may result in the ejection of both the Disabled Ticket Holder and their Personal Assistant from the Ground and cancellation of the Ticket(s) without refund.

## **7. Changes to Dates and Refunds & Exchanges**

- 7.1. Whilst the Club tries to ensure the Event takes place as scheduled, no guarantees can be given by the Club that the Event will take place at a particular time or on a particular date. Also, door opening and closing times stated in relation to the Event are not indicative of the Event start time or end time (or when an artist or performance is scheduled to be played or the length of the performance), all of which are at the Club's discretion and may be subject to change. Subject to Clause 7.4 below, the Club reserves the right to reschedule the Event 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 Event.
- 7.2. In the event that the Event is cancelled in full (and not rescheduled), your order will be cancelled, and a refund of the price of the Ticket purchased from the Club will be provided. Where the Club complies with the terms of this clause 7.2, and subject to the Conditions of Issue, the Club will have no further liability whatsoever in relation to the Event being cancelled in full (and not rescheduled) (including for example without limitation transport costs and/or accommodation costs).
- 7.3. Subject to clauses 7.4 and 7.5 below, the Club reserves the right to operate the Event with a reduced capacity without notice and without liability whatsoever.
- 7.4. If the Event is (1) rescheduled or abandoned; or (2) has to proceed with a reduced capacity for any reason and as a result the Club has determined your Ticket is withdrawn/cancelled, the Club at its discretion shall choose to either:
- 7.4.1 Permit the Ticket Holder to attend the Event on the rearranged date (if applicable and permitted); or
  - 7.4.2 Provide a substitute right to the Ticket Holder of equivalent or similar value in respect of the relevant Event; or
  - 7.4.3 Provide an applicable refund in respect of the relevant Event (pro rata where relevant).

Where the Club complies with the terms of this clause 7.4, and subject to the Conditions of Issue, the Club will have no further liability whatsoever in relation to the Event being rescheduled, abandoned, played in front of a limited capacity or your Ticket being cancelled/withdrawn pursuant to this clause 7.4, including without limitation having no liability for any losses, liabilities, costs and expenses incurred by you, including any direct, indirect or consequential losses or damages, loss of enjoyment and/or travel and accommodation costs. In respect of the option the Club selects in accordance with this clause 7.4 the final decision belongs to the Club.

- 7.5. The Club shall determine the applicable capacity of the Event for each Event 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 Event must be played with a restricted number of Ticket Holders. If the Event capacity is reduced for whatever reason in respect of the Event between your purchase of the Ticket and the Event that means not all Ticket Holders can attend the Event (an “Amended Capacity Event”), the Club reserves the right to allocate tickets at the Amended Capacity Event as it sees appropriate without any liability to any third party (this may include the Club operating a ballot(s) to select Ticket Holders that shall be entitled to attend the Amended Capacity Event). Ticket Holders that are successful in the selected ticket allocation process will be permitted to attend the Amended Capacity Event and all Ticket Holders that are unsuccessful in such process will be notified, not entitled to attend the Amended Capacity Event and the Club shall select and provide one of the options set out in clauses 7.4.1 to 7.4.3 above. The Club is not obliged to operate a ballot. The Club reserves the right to allocate tickets at an Amended Capacity Event and/or at any Event as it sees fit and the allocation method and rules that apply may vary. The Club’s decision is final in respect of such allocation.
- 7.6. Tickets and any Hospitality Packages are sold subject to the Club’s right to alter or vary the programme of the Event due to events or circumstances beyond its reasonable control without being obliged to provide a refund, unless such change is a Material Alteration. If the Event is subject to a Material Alteration, Tickets will be valid for the altered Event. If you notify the Club within the deadline set by the Club, the Ticket Holder who purchased the relevant Ticket from the Club will be entitled to cancel their order and receive a refund of the price of the Ticket and any relevant Hospitality Package purchased associated to that Ticket (if any). Failure to notify the Club within the specified deadline in accordance with this clause 7.6 will be reconfirmation of the order for the Ticket and any associated Hospitality Package (if any) for the altered Event and no refund will be issued.
- 7.7. Any refunds payable will be made using the same means of payment as used for the initial purchase unless the Club is unable to do so where refunds will be issued in such form as decided by the Club.
- 7.8. Except as expressly stated in these Conditions of Issue, all Tickets and Hospitality Package(s) are sold on a non-refundable basis.
- 8. Lost, damaged, destroyed or stolen Tickets**
- 8.1. In order to gain admission to the Event the Ticket must be presented in its entirety at the Event. The Club does not, under any circumstances, accept responsibility whatsoever for any Tickets lost, damaged, destroyed or stolen. Accordingly, the Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Ticket. If the Club decides to issue a replacement Ticket, the Club shall be entitled to charge an administration fee in respect of such replacement.
- 9. Cancellation & Withdrawal of Ticket**

- 9.1. The Club reserves the right to refuse admission to, or eject from, the Event 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 Ticket. In the event of such cancellation no refund will be paid in respect of the 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 a Ticket Holder shall constitute serious breach of the Terms & Conditions of Entry:
- 9.1.1. smoking at the Event (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 Event is in progress;
  - 9.1.4. sale or transfer (save as permitted) of a Ticket to any person;
  - 9.1.5. deliberate misuse and/or fraudulent misuse of the Ticket;
  - 9.1.6. providing any information to the Club at any time (either at the Event 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;
  - 9.1.7. whether at the Ground, and/or travelling to and/or from the Event and/or otherwise (including in person and on social media);
    - 9.1.7.1 the use of foul, incendiary, obscene, discriminatory, abusive, racist, sexist and/or homophobic language;
    - 9.1.7.2 the use of harassing, foul, incendiary, obscene, discriminatory, abusive, racist, sexist and/or homophobic gestures/acts;
    - 9.1.7.3 fighting, or engaging in and/or inciting violence;
    - 9.1.7.4 the chanting of anything of an indecent, offensive or discriminatory nature; or
    - 9.1.7.5 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 and/or any other entity connected with the Club and/or is detrimental to the success of the Club on the pitch and/or to the Event;
    - 9.1.7.6 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;

- 9.1.8. the throwing of any object within the Event that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
  - 9.1.9. bringing into the Event (or using within the Event) 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;
  - 9.1.10 entering any area to which Ticket Holders are not generally admitted without lawful authority or excuse;
  - 9.1.11 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;
  - 9.1.12 any breach of clause 1.3, 2, 3, 4, 5, 10 and/or 12;
  - 9.1.13 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 a Ticket or otherwise;
  - 9.1.14 failure to comply with any reasonable request made by an officer of the Club and/or emergency services;
  - 9.1.15 where the Ticket Holder has previously purchased and/or purchases a ticket to any other event involving the Club and has breached and/or breaches the terms and conditions applicable to that ticket; and/or
  - 9.1.16 any other material or persistent breach of the Terms and Conditions of Entry, including without limitation the Supporter Code of Conduct.
- 9.2. Any Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Ticket shall be nullified. Any person seeking to use a Ticket in breach of the Terms & Conditions of Entry in order to gain entry to the Event or remain at the Event will be considered to be a trespasser and will be refused entry to, or ejected from, the Event and the Ticket may be cancelled or withdrawn. In the event of any cancellation and/or withdrawal in accordance with this clause 9.2, 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 Ticket.
- 9.3. In the event that your 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 other ticket connected with the Club at its discretion. In addition, where your Ticket is withdrawn, cancelled and/or terminated for whatever reason you will not be permitted to transfer your Ticket to a third party.
- 9.4. The Club shall be further entitled to cancel and withdraw your Ticket if you are under investigation by the Police, charged, cautioned or found guilty of (i) any violent or hate



crime, (ii) any offence and/or alleged offence that was undertaken travelling to, at and/or within the vicinity of the Ground, (iii) any football related offence anywhere in the world, and/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.

- 9.5. 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 Ticket at its sole discretion provided that a refund is paid in respect of such unexpired Ticket.
- 9.6. Where any licences, certificates and/or permissions required to put on the Event are not obtained for whatever reason and/or the conditions attached to any licences, certificates and/or permissions are deemed too onerous by the Club for the Event to be undertaken then the Club shall have the right to cancel the Event and Tickets. In such circumstances clause 7.2 above will apply.
- 9.7. The Club reserves the right to charge an administration fee to cancel or withdraw a Ticket. Such fee captures the administration costs of the Club.

## **10. Filming, Photography and Taping**

- 10.1. All Ticket Holders who enter the Event 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, for promotional, training, editorial or marketing purposes by the Club 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 Event for which the Ticket has been purchased is public, and that your appearance and actions inside and in the perimeter of the Ground where the Event occurs are public in nature, and that you shall have no expectation of privacy with regard to your actions or conduct at the Event.

## **11. Limit 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. Except for the losses set out in clause 11.1 above, the Club shall not have any liability to a Ticket Holder (or any Guest or Personal Assistant) for:

- 11.2.1 any interruptions and/or restrictions to the view of the Event;
- 11.2.2 any impact on your (or Guest's or Personal Assistant's) enjoyment of any Event, in each case caused by virtue of:
  - 11.2.2.1 the position of the 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 Event officials, stewards, emergency services or other staff; and/or
  - 11.2.2.4 the actions of other Ticket Holders.
- 11.3. Except for the losses set out in clause 11.1 above, 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 and/or the cancellation and/or withdrawal of a Ticket, including without limitation:
  - 11.3.1. admitting the Ticket Holder to the Event for a relevant Event;
  - 11.3.2. making the allocated seat detailed on the Ticket available to the Ticket Holder; or
  - 11.3.3. for any late delivery or non-delivery of any Ticket.
- 11.4. Except for those losses set out in clause 11.1 above, you acknowledge that it is impossible for the Club to completely eliminate the risk of 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 any pandemic, epidemic, and/or any other infectious disease.
- 11.5. Except for those losses set out in clause 11.1 above, the Club shall have no liability whatsoever to a Ticket Holder or otherwise for any direct or 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, loss of goodwill, loss of opportunity, loss of contracts, loss of revenue, business interruption, loss of anticipated savings, loss of business opportunity and/or travel/accommodation costs even if the Club has been advised of the possibility of such losses, damages costs and/or expenses.
- 11.6. Except for those losses set out in clause 11.1 above, the Club shall have no liability whatsoever to a Ticket Holder for any losses, liabilities, costs, damages and/or expenses incurred as a result of the Ticket Holder breaching the Terms & Conditions of Entry (including without limitation where a Ticket Holder's admission to the Ground is refused or revoked at any time as a result of such breach. The Club reserves the right to charge a Ticket Holder, or those responsible for such Ticket Holder, for any costs, losses, damages, expenses, liabilities, claims and/or demands suffered by the Club arising out of or in connection with such Ticket Holders breaching the Terms & Conditions of Entry, breach of any applicable laws or regulations, breach of any third party rights and/or damage to

any property or facilities at the Ground or any car parks used by the Club in respect of the Event resulting from the act or omission of the Ticket Holder.

- 11.7. Unless otherwise stated in the Terms & Conditions of Entry, the Club's liability in connection with the Event to a Ticket Holder shall be limited to the price paid by the Ticket Holder for the Ticket.
- 11.8. Except in respect of losses falling within clause 11.1 above, the Club shall not be liable for any loss, injury or damage to persons and/or property in or around the Ground, including without limitation any car parks at the Ground or car parks used by a Ticket Holder as a result of purchasing car parking as part of an associated Hospitality Package in respect of the Event.
- 11.9. Except in respect of losses falling within clause 11.1 above, the Club shall not be liable for failure to perform any of its obligations under this Agreement to the extent that such failure is caused by a force majeure event (meaning any cause beyond the Club's reasonable control including without limitation, being required to play a football match at the Ground on the date of the Event, acts of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, applicable laws, guidance, restrictions, protocols or rules from the Government, a national authority, a local authority, safety body/group and/or Football Authority).
- 11.10. All personal arrangements and expenditure, including travel, accommodation and other costs and expenses incurred relating to the Event which have been arranged by the Ticket Holder are at that Ticket Holder's own risk, and the Club shall not be liable for any wasted or unrecoverable costs or expenditure in relation to such arrangements, even if caused as a result of a cancellation, rescheduling or alteration of the Event

## **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 Ticket Holders share and are committed to these values.
- 12.2. All Ticket Holders agree to refrain from engaging in any conduct at any time either at the Event and/or travelling to and/or from the Event and/or otherwise (including in person and on social media) which is foul, abusive, 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 a Ticket gives any guarantee that you will be entitled to purchase any other tickets for events or otherwise at the Ground.
- 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. Nothing in the Terms & Conditions of Entry affects 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 a 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 Ticket Holder in respect of breaches of this contract, that will not mean the Ticket Holder does not have to do those things or that the Club is prevented from taking steps against the Ticket Holder at a later date.
- 13.5. The Terms & Conditions of Entry constitute the entire agreement between the Club and the Ticket Holder in relation to the purchase and use of the Ticket and neither the Club nor the Ticket Holder shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party 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, 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. 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.

- 13.9. 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 exclusive 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.
- 13.10. The Club shall at any time be entitled to transfer its rights and obligations under the Terms & Conditions of Entry provided your rights are not adversely affected.

#### **14. Definitions**

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

**"Club"** or **"we"** means West Bromwich Albion Football Club Limited.

**"Conditions of Issue"** means these terms and conditions (titled Event Ticket Conditions of Issue 2023/24) governing the issue and use of a Ticket.

**"Club Flu and Pandemic Policy"** means the Club's Flu and Pandemic policy relating to flu and pandemics as issued and updated from time to time (which when applicable can be found on the Club's website).

**"Disabled Ticket Holder"** means a Ticket Holder that is at the time of purchasing a Ticket registered with the Club as a disabled supporter and has provided all required documentation requested by the Club in respect of such registration;

**"Event"** means the event that takes place at the Ground as designated upon the Ticket to which these Conditions of Issue apply.

**"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 Ground, the surrounding area, and all other locations owned, occupied or utilised by the Club.

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

**"Hospitality Package"** means a hospitality package offered by the Club to be enjoyed at the Event that is available to be purchased by Ticket Holders, which includes a Ticket and one or more additional services, which may include exclusive seating arrangements, dining, drinks and/or car parking.

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

**"Material Alteration"** means a change (other than a rescheduling or abandonment) which, in the Club's reasonable opinion, makes the Event materially different to the Event the Ticket Holders,

taken generally, could reasonably expect. Please note without limitation the following are not deemed a “Material Alteration”: the use of understudies, adverse weather conditions, changes of performers, support acts (if applicable), changes to band members and delays to the starting of the performance of the Event.

**“Mobile Application”** means the WBA Tickets on the Go mobile application or such other mobile application the Club advises you of from time to time.

**“Personal Assistant”** means an individual who (1) is accompanying a Disabled Ticket Holder in order to provide care to the Disabled Ticket Holder allowing the Disabled Ticket Holder to attend the Event, (2) is registered with the Club as the relevant Disabled Ticket Holder’s carer / personal assistant and (3) who would be entitled to purchase a Ticket under the Terms & Conditions of Entry.

**“Supporter 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).

**“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.

**“Terms & Conditions of Entry”** means the Supporter Code of Conduct, the Club Flu and Pandemic Policy and these Conditions of Issue.

**“Ticket”** means either a (i) a paper ticket, (ii) printed print at home paper ticket, (iii) e-ticket presented via the Mobile Application or (iv) other form of ticket (and/or any rights arising out of or in connection with the foregoing) provided to you by the Club for admission to the Event and, where purchased, the right to enjoy associated hospitality where a Ticket Holder has purchased an associated Hospitality Package to the Event.

**“Ticket Holder”** or **“you”** means a person holding a current and valid Ticket.

Unless the context otherwise requires, words in the singular shall include the plural and 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, replaced, extended or re-enacted from time to time.

Any words following the terms including, include, in particular, for example or any similar expression shall