

**THE ARSENAL MEMBERSHIP SCHEME TERMS AND CONDITIONS**  
**FOR SEASON 2022-2023**

**1. Application**

- 1.1 If you are a consumer then references in these Terms and Conditions to “you” are to the individual purchasing a Membership from the Club for private and non-commercial purposes. If you are a business, references in these Terms and Conditions to “you” are to the business that you have the authority to bind in accordance with paragraph 1.2.
- 1.2 If you are NOT a consumer:
- (A) you confirm that you have authority to bind any business on whose behalf you are purchasing the Membership;
  - (B) these Terms and Conditions, the Terms and Conditions of Entry and the Ground Regulations (together the “Agreement”) constitute the entire agreement between you and the Club and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the Club, whether written or oral, relating to its subject matter; and
  - (C) you acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement; however, nothing in this section shall exclude liability for either party's fraudulent misrepresentation.
- 1.3 All the provisions of these Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to and limited by Applicable Law and Applicable Football Regulation and any restrictions contained therein. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any Applicable Law or Applicable Football Regulation, the relevant Applicable Law or Applicable Football Regulation shall prevail. For the avoidance of any doubt, the Club shall not be in breach of these Terms and Conditions by virtue of any action which it takes or omits to take as a consequence of Applicable Law or Applicable Football Regulation.

**Exclusion of liability**

- 1.4 Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, the Club shall not have any responsibility or liability to you in respect of any failure to carry out, or any delay in carrying out, any matter in respect of your Membership, including admitting you to Emirates Stadium for a particular match, caused by any circumstances outside the Club's reasonable control including, without limitation (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation due to a COVID Event; and/or (ii) the exercise of any discretion by the Club in respect of the availability, prioritisation and allocation of tickets in respect of any Reduced Capacity Match(es).
- 1.5 Notwithstanding any provision in these Terms and Conditions, the Club does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by the Club's negligence or the negligence of any of its officers, employees or agents; or (c) under section 2(3) of the Consumer Protection Act 1987; or (d) for any other matter for which it is not possible to exclude or limit liability by law.

## **Commitment Regarding Abusive and Discriminatory Conduct**

- 1.6 Without limitation, these Terms and Conditions incorporate the Premier League's Commitment Regarding Abusive and Discriminatory Conduct (the "**Commitment**"), which can be accessed via the Website at <https://www.arsenal.com/ticket-membership-terms> or via the Premier League's website at <https://www.premierleague.com/publications> or can be provided upon written request to the Club.
- 1.7 The Club will not tolerate racial, homophobic, sexist or other discriminatory abuse in any form, whether at Emirates Stadium, elsewhere or online. The Club wants the atmosphere at Emirates Stadium to be welcoming to all who attend its games. Any Member who is caught abusing a player, official or any other individual whether at Emirates Stadium, elsewhere or online will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, their Membership will be immediately withdrawn and no refund will be given. If your Membership is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club also reserves its right to notify the Premier League and other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by such clubs.

## **2. Automatic Renewal**

- 2.1 Your Membership will be renewed automatically at the end of each season for the following season unless you cancel the renewal of your Membership in accordance with these terms and conditions.
- 2.2 The Club will email you in advance of each new season to let you know: (i) when your Membership is due for renewal for the following season; (ii) the price at which your Membership will be renewed for the following season; (iii) when payment will be taken from you for the renewal; and (iv) the deadline for notifying the Club whether you want to cancel the renewal of your Membership. It is your responsibility to ensure that the email address registered to your Membership account is accurate and always kept up to date.
- 2.3 The price charged for the renewal of your Membership each season will be the price of the relevant Membership at the time of each renewal, which might be different to the price you paid for your Membership for the previous Season.
- 2.4 You may cancel the renewal of your Membership at any time prior to the deadline notified to you by the Club by: (i) logging into your Membership account and following the instructions given by the Club to cancel your Membership; or (ii) telephoning the Club's Membership Team on 0344 277 3625 (lines open Monday to Friday 09.30am to 5pm UK time).
- 2.5 If you cancel the renewal of your Membership prior to the deadline notified to you by the Club: (i) your Membership will not be renewed for the following season; (ii) you will not be charged the Membership fee for the following season; and (iii) you will cease to be a Member at the end of the then current season.
- 2.6 If you do not cancel the renewal of your Membership prior to the deadline notified to you by the Club, your Membership will be renewed for the following season and the Club will charge you the renewal price for your Membership using the direct debit details you provided to us or the payment card registered to your Membership account. It is your responsibility to ensure that the direct debit or payment card details registered to your Membership account are accurate and always kept up to date. If you fail to provide a valid payment method for the

renewal of your Membership, your Membership will not be renewed and will be deemed to be cancelled.

- 2.7 You have the right to cancel the renewal of your Membership within 14 days of payment being taken by the Club for each subsequent renewal of your Membership, provided that you have not used your Membership to purchase any tickets within that 14-day period.
- 2.8 In order to exercise your cancellation right under paragraph 2.7 above, you must inform us of your decision to cancel prior to the expiry of the relevant 14-day period by telephoning the Club's Membership Team on 0344 277 3625 (lines open Monday to Friday 09.30am to 5pm UK time).
- 2.9 If you submit a valid cancellation request under paragraph 2.7 above, we will cancel your Membership with immediate effect and we will reimburse you the cost of Membership on renewal within 14 days after the day on which we are informed about your decision to cancel, using the same method of payment as you used to make the renewal.

### **3. Conditions of Issue Governing Membership**

- 3.1 You shall (subject to the provisions regarding Gold and Platinum Members set out in paragraph 3.3 below) pay the relevant Membership Fee to the Club (or as otherwise directed by the Club) on an annual basis. If you fail to pay the Membership Fee when due, the Club (or such other entity as the Club shall direct) shall be entitled to charge you an administration charge and any bank charges incurred by the Club. The Membership Fee in respect of Gold and Platinum Membership is included in the price of Gold and Platinum Members' season ticket(s) for that season.
- 3.2 On commencement of your Membership in accordance with paragraph 3.3 below, the Club will activate and/or dispatch the membership card (whether in physical or digital format, as the case may be) (the "**Membership Card**") to you by the first day of the relevant football season (or 28 days after the Club receives payment, whichever is later). Alternatively, you may be required to physically collect the Membership Card from the Club's box office with photographic evidence of your identity.
- 3.3 Your Membership shall commence on the date of receipt of the appropriate Membership Fee (which, in the case of Gold and/or Platinum Members, shall be the date of receipt of the appropriate payment for their Arsenal season ticket). Your Membership is valid for the 2022-2023 season (unless expressed to terminate earlier or unless terminated earlier in accordance with these Terms and Conditions), after which it will renew automatically in accordance with paragraph 2 unless you cancel the renewal of your Membership in accordance with these Terms and Conditions.

### **4. Use of Membership Card**

- 4.1 In order to obtain any Emirates Stadium-based membership benefits, you must present a valid Membership Card for inspection by the Club. In particular, the Membership Card must be brought to all of the Club's home matches and other events (where instructed by the Club) at Emirates Stadium to which you gain entry using the Membership Card and you must make the Membership Card available for inspection on demand by any steward, security officer or other member of Arsenal staff.
- 4.2 The Membership Card is personal to you and is not transferable and shall not be transferred, save as permitted by the terms of the relevant Terms and Conditions of Entry. All Membership

Cards and match day tickets shall remain the property of the Club. You shall return the Membership Card to the Club when asked to do so by the Club.

- 4.3 Any ticket purchased using the Membership Card will be recorded electronically; any paper tickets issued shall have your membership number printed on it.
- 4.4 The minimum unaccompanied age for entry to:
- (A) the Diamond Club, Box Level, the Avenell Club and the WM Club is 18 years of age; and
  - (B) all other areas of Emirates Stadium are 14 years of age.

All persons under the relevant minimum age will be required to attend the relevant area of Emirates Stadium with, and sit in the Stadium bowl adjacent to, an adult (aged 18 or over). If a booking is completed without a Member that is aged 18 or over included in the booking and/or which results in a person under the relevant minimum age sitting in the Stadium bowl otherwise than adjacent to the accompanying adult, the Club reserves the right to cancel any such booking(s). Any refunds will be payable in accordance with these Terms and Conditions and the relevant Terms and Conditions of Entry.

- 4.5 For safety reasons, any persons attending Emirates Stadium on a match day aged three and under are not permitted to sit in (i) Rows 1 to 20 (inclusive) of the Lower Tier or (ii) the first row of Club Level, Box Level or the Upper Tier.
- 4.6 The Club may suspend or cancel the Membership Card (and all associated benefits) in the event of any misuse of the Membership Card by you or any recipient of the Membership Card, including but not limited to where you transfer, or where the Club considers in its reasonable opinion that you have attempted or taken preparatory steps to transfer, any rights to use the Membership Card, or any match day ticket purchased using the Membership Card, to any other person, in each case save as permitted pursuant to paragraph 4.2 of these Terms and Conditions.
- 4.7 You agree to conduct yourself in a manner befitting a representative of the Club and will not do anything or procure that anything be done which might bring the name or reputation of the Club into disrepute. You must ensure that any match day tickets you purchase are used responsibly and in accordance with these Terms and Conditions (including, without limitation, the Commitment) and you shall procure that any third party who uses a match day ticket purchased using your Membership Card shall act in accordance with the relevant Terms and Conditions of Entry (including, without limitation, the Commitment).
- 4.8 Any Member, acting alone or with others, whose conduct, or incitement of others, results in disciplinary action being taken against the Club by FIFA, UEFA, the Football Association or the Premier League shall be both individually and collectively responsible and liable to the Club for any loss the Club thereby suffers. You shall also be both individually and collectively responsible and liable to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to a match using your Membership Card.
- 4.9 The unauthorised sale or disposal of a ticket may amount to a criminal offence, including under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Club may inform the police when it becomes aware that ticket(s) have been sold or disposed of illegally and will press for charges to be brought against those breaking the law. We may also notify the Premier League, other football clubs, event holders, any Football Authority and/or the relevant law enforcement authorities about ticket touting activities relating to you. Similarly, the Club may receive information from the police, the Premier League and other football clubs relating to ticket touting activities elsewhere in the UK. The information that may be collected and shared by the Club and the above third parties could include personal

data such as your name, contact details, image, data relating to criminal offences and your past ticket activity and purchases (including payment details). The Club processes this information where necessary to identify and prevent ticket touting activities, which is in our legitimate interests and the interests of other football clubs. The processing may also be necessary in order to prevent or detect unlawful acts. For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at [dpo@arsenal.co.uk](mailto:dpo@arsenal.co.uk).

- 4.10 By entering Emirates Stadium, you (for yourself and on behalf of any guest of yours) 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 you/any guest of yours and may also be used, by way of example and without limitation, in televised coverage of the game or by the Club, any other Club Group Company and/or any Football Authority or others (including commercial partners and accredited media organisations), in perpetuity, by way of any present or future media, for marketing, editorial, training or promotional purposes or any other purpose deemed reasonable by the Club. All persons 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 them as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms and Conditions of Entry (including, without limitation, the Commitment). For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at [dpo@arsenal.co.uk](mailto:dpo@arsenal.co.uk).
- 4.11 All persons attending matches at Emirates Stadium acknowledge that the matches are public events. The appearance and actions of the persons attending inside and in the perimeter of Emirates Stadium are public in nature and all persons attending agree that they shall have no expectation of privacy with regard to their actions or conduct at Emirates Stadium.
- 4.12 Further to paragraph 4.10 above, if you (or any guest of yours) are under 18 years of age, the parent, guardian or responsible adult who is accompanying you/them into Emirates Stadium shall be deemed to have provided consent on your/their behalf.
- 4.13 If you (or any guest of yours) are under 16 years of age, your/their parent(s) and/or guardian(s) are also responsible for your/their actions, conduct and compliance with these Terms and Conditions (including, without limitation, the Commitment).

## **5. Lost or Stolen Membership Cards**

The Club is not responsible for any Membership Card which is lost, stolen, defaced, damaged or destroyed. If the Membership Card is lost, stolen, defaced, damaged or destroyed, a duplicate Membership Card may be issued to you, at the Club's discretion, upon payment by you of a non-refundable administration fee of £10.00 at the Club's match day ticket office or as otherwise directed by the Club from time to time. The Club reserves the right to withdraw this duplicate Membership Card facility without notice. Please note that it is your responsibility to contact the Club and/or visit the Club's match day ticket office on a match day if you do not have access to your Membership Card and/or the relevant match ticket(s) for that match.

## **6. Benefits of Membership**

- 6.1 Subject to these Terms and Conditions, all Members shall be entitled to receive the relevant benefits applicable to their Membership as published on the Website.

- 6.2 All Members, except Junior Gunners, shall be eligible to participate in the 'My Arsenal Rewards' loyalty programme during the 2022-2023 season, subject to the applicable My Arsenal Rewards terms and conditions.
- 6.3 Junior Gunners who have elected a "Full" variant of a Membership shall receive a membership pack in the post. Junior Gunners who have selected a "Lite" variant of a Membership shall be entitled to the relevant benefits listed on the Website from time to time however they shall not be automatically entitled to receive a membership pack.
- 6.4 For all matches during the 2022-2023 season where the Club is permitted by Applicable Law and/or Applicable Football Regulation to stage matches at Emirates Stadium with no restrictions on spectator capacity:
- (A) the benefits afforded to Silver Members shall include the opportunity, subject to availability (determined in the Club's sole discretion), to purchase tickets for all of the Club's first team home matches at Emirates Stadium;
  - (B) the benefits afforded to Red Members shall include the following: a minimum of 3,500 tickets will be available to purchase for each home Premier League fixture following the initial ticket purchase window for Silver Members. For all other first team matches (FA and League Cup and UEFA Competitions, if applicable), Red Members will have the opportunity to purchase tickets after sales of the relevant ticket allocation to Silver Members (such allocation to be determined in the Club's sole discretion), subject to availability; and
  - (C) the benefits afforded: to (i) adult members eligible to purchase "Young Adult" discounted tickets; and (ii) Cannon Members shall include the following: a maximum of 1,000 tickets, in aggregate, will be available to purchase discounted tickets in the upper and lower tiers for each of the Club's first team home matches at Emirates Stadium. Once this allocation has sold out, adult members eligible to purchase Young Adult discounted tickets and Cannon Members shall not be able to purchase tickets for the relevant Match at a concessionary rate and shall only be able to purchase tickets at full price, subject to availability.
- 6.5 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides as a result of a COVID Event, to hold any Behind Closed Doors Match(es) during the 2022-2023 season, no Member shall be entitled to purchase tickets for, or to attend, any such Behind Closed Doors Match(es).
- 6.6 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides as a result of a COVID Event, to hold any Reduced Capacity Match(es) during the 2022-2023 season, the number of tickets made available to Silver and Red Members (if any) will be determined by the Club at its absolute discretion.
- 6.7 You shall have the opportunity, where invited by the Club to do so, to purchase tickets for the Club's first team away matches during the 2022-2023 season (i.e., matches played at a stadium or ground other than Emirates Stadium for which the Club's first team is deemed the away team), subject to availability (determined in the Club's sole discretion), capacity restrictions, Applicable Law and/or Applicable Football Regulation.
- 6.8 You shall not be able to purchase more than one ticket using the Membership Card for any match during the 2022-2023 season, save as expressly permitted by the Club from time to time.

- 6.9 Nothing in these Terms and Conditions shall constitute or imply that you have any guarantee of entitlement to any ticket, seat or access to any area of Emirates Stadium (or any other ground or stadium) for any match or matches.
- 6.10 The Club will notify you from time to time, by way of notice in the match day programme or on the Website, of the availability of any home match day tickets for purchase by the relevant category of Member and also the manner or system which must be followed by you in order to purchase any such tickets. The Club may impose any limitations or restrictions on the means of purchase of any such tickets as it may, in its discretion, determine, whether for any particular match or matches or otherwise.
- 6.11 Without limitation, the Club reserves the right to vary the benefits provided to you and the priority, manner or system by which match tickets are allocated and/or sold. The Club will use reasonable endeavours to provide reasonable notice to you in the match day programme or through the Website or by email relating to changes to the priority, manner or system by which match tickets are allocated and/or sold.
- 6.12 Save as otherwise expressly provided in these Terms and Conditions, if any of the items or other benefits listed on the Website are unavailable, the Club reserves the right at its sole discretion to substitute such items with similar items of equivalent value as the Club may from time to time decide in its sole discretion.
- 6.13 If you have selected a “Lite” Junior Gunners Membership in respect of any season, you will not be able to upgrade to a “Full” Junior Gunners Membership in respect of that season.
- 6.14 Any tickets purchased, or used in relation to, any Membership, shall be used subject to the Terms and Conditions of Entry relevant to that ticket which can be located at: <http://www.arsenal.com/ticket-membership-terms>.
- 6.15 The use of any automated software or computer system to search for, reserve, buy or otherwise obtain match tickets (including sending information from your computer to another computer where such software or system is active) in relation to any Membership is strictly prohibited. If the Club reasonably believes that you have searched for, reserved, purchased or otherwise obtained match tickets using, or with the assistance of, such software, the Club may cancel the Membership Card (and all associated benefits) without payment of any refund of the Membership Fee to you. The Club may also cancel any subsequent match tickets you have purchased without payment of any refund of the match ticket. If you have any queries about this, you may contact the Arsenal box office. The use of such software to search for, reserve, buy or otherwise obtain match tickets may amount to a criminal offence under the Computer Misuse Act 1990 or the Breaching of Limits on Ticket Sales Regulations 2018 and the Club reserves the right to inform the police if it reasonably believes that a match ticket has been purchased using such software.

## **7. Digital membership**

You have the rights equivalent to digital members of the Club to benefit from (i) the right to access Arsenal Player (or any replacement thereof), and (ii) the right to receive certain correspondence via email (“**Digital Membership**”). Any exercise of the rights under this paragraph 7 shall be governed by the Digital Membership Terms and Conditions from time to time, which can be located at <http://www.arsenal.com/digitalmembership-termsandconditions>.

## 8. Ticket Exchange and Ticket Transfer

8.1 Ticket Exchange (“**TX**”) provides an opportunity, once all tickets for a Match have been sold, for:

- (A) season ticket holders who are Gold Members or Platinum (Club Level) Members (“**Sellers**”) to sell, subject to demand, their match tickets for the relevant Match if they cannot attend to Silver Members or Red Members; and
- (B) Silver Members and Red Members to acquire, subject to availability, match tickets for the relevant Match from Sellers,

in each case subject to Applicable Law, Applicable Football Regulations and the terms and conditions of TX from time to time, as set out on the Website. Each ticket shall also be subject to the relevant Terms and Conditions of Entry.

8.2 Ticket Transfer (“**TT**”) provides an opportunity for season ticket holders who are Gold Members or Platinum (Club Level) Members to transfer their match tickets for home matches to which they cannot attend to a friend or family member, subject to Applicable Law, Applicable Football Regulations and the terms and conditions of TT from time to time, as set out on the Website. Each ticket shall also be subject to the relevant Terms and Conditions of Entry.

## 9. Pricing and Ticket Information

Whilst we try to ensure that pricing and ticketing information on our Website is correct at all times, errors may occasionally occur. If we discover an error in the price or nature of the ticket you have ordered, we will inform you as soon as possible, and give you the option of reconfirming your order at the correct price/specification or cancelling it. If we are unable to contact you, we will unfortunately have to treat the order as cancelled. If the order is cancelled, we will provide you with a full refund (including booking fees). Please note that it is your responsibility to check the relevant ticket delivery method and the relevant prices, as these may change on a match-by-match basis.

## 10. Use of the Family Enclosure

Within the family enclosure section of Emirates Stadium (the “**Family Enclosure**”) the following additional regulations must be adhered to by you at all times, save where the Club specifies otherwise (acting in its absolute discretion):

- (A) The Family Enclosure is restricted to members who are Junior Gunners, Senior Citizen Members or Red Disability Access Members only.
- (B) Silver Members and Red Members who are adults are only permitted to be in the Family Enclosure if they are accompanying a Junior Gunner. A maximum of two adult Red or Silver Members are permitted to accompany each Junior Gunner.
- (C) Cannon Members or adult Members eligible for the “Young Adult” ticket discount are only permitted to purchase tickets in the Family Enclosure if they are accompanying a Junior Gunner at a ratio of two Cannon Members or eligible adult Members to one Junior Gunner.
- (D) For Silver Members and Red Members, tickets for the Family Enclosure may be purchased through the Website at [www.eticketing.co.uk/arsenal](http://www.eticketing.co.uk/arsenal) or by calling +44 (0) 20 7619 5000 (subject to capacity restrictions, availability and the Club’s purchasing timescales).



- (E) Junior Gunners may only purchase tickets in Emirates Stadium outside the Family Enclosure once the Family Enclosure is sold out. Subject to capacity restrictions, availability and purchasing timescales, such tickets may be purchased through the Website at [www.arsenal.com/membership](http://www.arsenal.com/membership). Any such tickets purchased will be charged at full price and may only be used by Members with a concessionary priced Membership.
- (F) Senior Citizen Members may only purchase tickets in the Family Enclosure for themselves or within a group containing Silver and Red Members who are accompanying Junior Gunners in accordance with the restriction set out above.
- (G) You must show your Membership Card to a Club member of staff/stewards upon request. Other photographic identification and evidence of your date of birth may also be requested and, if requested, must be shown to the Club member of staff or a steward.
- (H) Under normal circumstances no adult may use a concessionary priced ticket (other than legitimate use by Senior Citizen Members). If this is likely to happen, you must contact Fan Services (Tel: +44 (0) 207 619 5000) for advice on the correct procedure prior to the relevant match. Failure to contact the Club prior to the date of the fixture may result in the relevant Membership Card(s) being confiscated and/or you being ejected from Emirates Stadium. The Club regrets that it is unable to deal with any requests or enquiries of this nature on the day of a fixture.

## **11. Concessionary Memberships and Tickets**

- 11.1 Concessionary Memberships and related tickets may only be used by persons that qualify for such concessionary Memberships or related tickets, as follows:
- (A) "Team JGs" by persons who will be aged 4 to 11 (inclusive) on 31 August of the relevant season.
  - (B) "Young Guns" by persons who will be aged 12 to 16 (inclusive) on 31 August of the relevant season.
  - (C) "Cannon" by persons who will be aged 17 or 18 (inclusive) on 31 August of the relevant season and who were either part of the Young Guns or the Cannon for the whole of the previous season or who have otherwise become Cannon members by 31 August in the relevant season.
  - (D) "Young Adult" by persons who will be aged 19 to 21 (inclusive) on 31 August of the relevant season.
  - (E) "Senior Citizen" by persons who will be aged sixty-five or over (inclusive) on 31 August of the relevant season.
- 11.2 You are not permitted to sell or transfer a concessionary Membership ticket to someone who is not entitled to such concession as set out above. All proven abuses of concessionary Memberships will be dealt with severely. If any person enters or seeks to enter Emirates Stadium with a concessionary Membership ticket in circumstances where that person is not entitled to such concession as set out above, that person will be refused entry to, or ejected from, Emirates Stadium and the Member who sold or transferred their concessionary

Membership ticket to that person will have their relevant Membership(s) withdrawn. In such case, no refund will be given to you and it may result in criminal prosecution.

- 11.3 “Junior Gunners” Memberships are split into three levels:
- (A) “Welcome To Our World”: 0 to 3 years of age (inclusive) on 31 August of the relevant season. This membership level does not have any entitlement to purchase match tickets.
  - (B) “Team JGs”: persons who will be aged 4 to 11 (inclusive) on 31 August of the relevant season.
  - (C) “Young Guns”: persons who will be aged 12 to 16 (inclusive) on 31 August of the relevant season.

11.4 Subject always to paragraph 11.5 below, from the 2012-2013 season, the Membership progression for all Junior Gunners Members who were 15 years old or under in the 2012-2013 season shall be as follows:

- (A) all Junior Gunners and Cannon Members shall be treated as Red Members for the purpose of any applicable benefits associated with the longevity of Membership that are provided by the Club from time to time; and
- (B) progression to Silver Membership can only be attained by Cannon Members who have held Junior Gunners and/or Cannon Memberships (as the case may be) on a continuous basis. Members who satisfy these criteria will automatically be added to the waiting list for Silver Membership (alongside other Red Members). Silver Membership will be allocated according to the length of time that Membership has been held.

11.5 The Club reserves the right to restructure, change and/or withdraw any level and/or type and/or priority of Membership and/or the associated benefits from season to season. Purchase of a particular Membership for one season does not guarantee that such Membership, any other Membership and/or the associated benefits will be available in the following season.

## **12. Suspension or Cancellation of Membership**

12.1 The Club may suspend or cancel your Membership (and all associated benefits) in the event of you, or any other person occupying a seat purchased using the Membership Card, being ejected or banned from Emirates Stadium or any other sports ground anywhere in the world, breaching any of the Terms and Conditions of Entry or any other of these Terms and Conditions (including, without limitation, the Commitment), or in the event of any abusive, harmful, dangerous or other unacceptable behaviour by you whether in-person or online (such as on a social media platform).

12.2 In the event of the suspension or cancellation of your Membership under paragraph 12.1 above, the Club will be under no obligation to refund the Membership Fee paid by you (or any part thereof) in relation to your Membership and to the maximum extent permitted by law will have no other liability in connection therewith.

12.3 If the Club has reasonable grounds to suspect that you have searched for, reserved, purchased or otherwise obtained match tickets and/or attempted and/or taken preparatory steps to search for, reserve, buy or otherwise obtain match tickets, with the intention of selling or transferring any such tickets in breach of these Terms and Conditions, the Club may suspend or cancel your Membership (and all associated benefits) without payment of any refund of the Membership

Fee to you. The Club may also cancel any match tickets purchased without payment of any refund of the match tickets. If you have any queries about this, you may contact the Arsenal box office.

- 12.4 If your Membership is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the Premier League and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.

### **13. Right to Cancel**

#### Cancellation of new Memberships

- 13.1 If you have purchased your Membership by phone, post or online, and provided that you have not yet used your Membership to purchase any tickets, you have the right to cancel your Membership within 14 days. The cancellation period will expire after 14 days from the day on which you enter into a contract with the Club to purchase a Membership (the "**Cancellation Deadline**").
- 13.2 In order to exercise your cancellation right, you must inform us of your decision to cancel prior to the Cancellation Deadline either: (i) by using the cancellation form available at [www.arsenal.com/news/arsenal-membership-cancellation-form](http://www.arsenal.com/news/arsenal-membership-cancellation-form) (ii) by a clear statement sent either by email to [boxoffice@arsenal.co.uk](mailto:boxoffice@arsenal.co.uk) (iii) by telephone on 0207 619 5000 or (iv) by post to Box Office, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU.
- 13.3 If you submit a valid cancellation request, we will reimburse you the Membership Fee within 14 days after the day on which we are informed about your decision to cancel, using the same method of payment as you used to make the order.

#### Cancellation of auto-renewing Memberships

- 13.4 All Memberships will be renewed automatically at the end of each season for the following season unless you cancel the renewal of your Membership in accordance with paragraph 2 of these terms and conditions.

### **14. General**

- 14.1 The Club reserves the right to change these Terms and Conditions from time to time and shall notify you of such changes if they materially affect your rights as a consumer. Any such changes will be notified to you in the match day programme or through the Website.
- 14.2 The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect.
- 14.3 If you are a consumer, you have legal rights in relation to goods that are not fit for purpose and services that are not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.
- 14.4 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your Membership and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) will be governed by English law. You and the Club both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

- 14.5 If you are a business, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law. You and we both irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).
- 14.6 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions, the documents referenced herein or by law shall not constitute a waiver of that right, power or remedy.
- 14.7 You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative, health and safety, and legal purposes (including, without limitation, to assist with COVID track and trace requirements where applicable). In particular, we may share your personal data, including your name, date of birth, photograph, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs, any Football Authority and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment and with enforcing sanctions under the Commitment. We may also share your data to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. The personal data that each User provides to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available on the Website.

## **15. Disabled Members**

- 15.1 Disabled Members must bring their current Membership Card with them when attending a home match. If you will be attending a match with a personal assistance, your personal assistant must also bring their Membership Card with them.
- 15.2 If you have a personal assistant, your personal assistant shall not be entitled to any of your Membership benefits. Personal assistants must NOT attend matches on their own or with any non-disabled person. If a disabled Member is unable to attend a match, please notify the Disability Liaison Team as soon as possible and, unless in exceptional circumstances, not later than 72 hours prior to the relevant match so that we can help you to sell or donate, via the Disability Liaison Team, your ticket to another disabled supporter, a charity or local disability organisation.
- 15.3 Disabled Members must bring a form of photographic identification with them when attending matches.
- 15.4 Please note that stewards and Club staff will be carrying out checks on all ticket holders and Members. All proven abuses of the disabled supporters' concessionary scheme will be dealt with severely and will result in the loss of your Membership. It may also result in criminal prosecution.
- 15.5 Contact details for the Disability Liaison Team are as follows (and may be updated from time to time on [www.arsenal.com](http://www.arsenal.com)):
- Telephone: +44 (0)20 7619 5000 (Monday to Friday 09.30am to 5pm and matchdays)
  - Online: Submit an enquiry at <https://arsenalfc.freshdesk.com/support/tickets/new>

## 16. Definitions

In these Terms and Conditions:

**“Applicable Football Regulation”** means in respect of any Football Authority: (i) the statutes, rules, regulations, directives, codes of practice, guidelines and equivalent for the time being of such bodies; and (ii) all promotional, marketing and commercial agreements and arrangements concluded by each such body; in each case with which the Club is required to comply with from time to time;

**“Applicable Law”** means all laws, statutes, regulations, edicts, byelaws, codes of conduct and guidelines, whether local, national, international or otherwise existing to which the Club and/or any Member is subject and which is relevant to the Club and/or the Member’s rights or obligations under the Terms and Conditions (as the case may be);

**“Behind Closed Doors Match”** means a match which the Club holds at Emirates Stadium without any spectators in attendance due to a COVID Event;

**“Club”** means The Arsenal Football Club Plc, a company registered in England and Wales under company number 109244 and with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU. VAT number: 769 4067 87 GB;

**“Club Group Company”** means, in respect of the Club, its holding companies and subsidiaries of its holding companies, and **“holding company”** and **“subsidiary”** have the meanings given to them in section 1159 of the Companies Act 2006 and **“Club Group Companies”** shall be construed accordingly;

**“Commitment”** means the Premier League’s Commitment Regarding Abusive and Discriminatory Conduct, which can be accessed via the Website at <https://www.arsenal.com/ticket-membership-terms> or via the Premier League’s website at <https://www.premierleague.com/publications> or can be provided upon written request to the Club;

**“COVID”** means the coronavirus disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), also known as ‘COVID-19’, and/or any variations or mutations thereof;

**“COVID Event”** means COVID and/or any other epidemic(s) or pandemic(s);

**“Emirates Stadium”** means Emirates Stadium, London N7 7AJ;

**“Football Authority”** means any or all of the Premier League, the Football Association, the Football Association of Wales, FIFA, UEFA, the Football League and/or any other relevant governing body of association football;

**“Ground Regulations”** means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to Emirates Stadium (copies of which are on display at Emirates Stadium and on the Website), including without limitation any guidelines and/or supporter codes of conduct issued by the Club from time to time in relation to a COVID Event;

**“Member”** means a person who is registered through “The Arsenal”, the Club’s official membership scheme, whether at Red Level (**“Red Members”**), Silver Level (**“Silver Members”**), Gold Level (**“Gold Members”**), Junior Gunners (**“Junior Gunners”**), Cannon (**“Cannon Members”**), Senior Citizen (**“Senior Citizen Members”**) or Platinum Level (**“Platinum Members”**) and **“Membership”** shall be construed accordingly;

**“Membership Fee”** means the relevant amount (if any) payable on an annual basis by you for your appropriate Membership (whether Red, Silver, Gold, Junior Gunners Full, Junior Gunners Lite, Cannon or Senior Citizen) as detailed in the application form and on the Website and as may be updated by us from time to time for any subsequent season;

**“Reduced Capacity Match”** means a match which the Club holds at Emirates Stadium with reduced spectator capacity due to a COVID Event;

**“Reward”** means any benefit, including good or service, that the Club or a third party may offer an eligible Member in accordance with the applicable My Arsenal Rewards Scheme terms and conditions and/or any applicable third-party terms and conditions, including any such benefit offered in exchange for an eligible Member redeeming a specified number of Rewards Points;

**“Rewards Points”** means the loyalty points that eligible Members shall earn by making qualifying purchases and/or undertaking qualifying activities in accordance with the applicable My Arsenal Rewards Scheme terms and conditions;

**“Terms and Conditions”** means these terms and conditions governing the issue and use of a Membership Card. The Ground Regulations and the Commitment shall be incorporated in, and form part of, these Terms and Conditions. Any amendments to the Terms and Conditions, the Ground Regulations and/or the Commitment will be notified to you by being put on display at the Ground and/or through the Website;

**“Terms and Conditions of Entry”** means:

- (i) in relation to season tickets in General Admission, the “General Admission Season Ticket Terms and Conditions 2022/23”;
- (ii) in relation to season tickets in Club Level, the “Club Level Season Ticket Terms and Conditions 2022/23”;
- (iii) in relation to match-by-match tickets in General Admission, the “General Admission (Home Fans) Ticket Terms and Conditions 2022/23”;
- (iv) in relation to match-by-match tickets in Club Level, the “Club Level (Match-by-Match) Ticket Terms and Conditions 2022/23”; and
- (v) in every case, the Ground Regulations,

each as updated from time to time by the Club and made available on the Website;

**“UEFA Competition”** means the UEFA Champions League, the UEFA Europa League or the UEFA Europa Conference League; and

**“Website”** means the website at [www.arsenal.com/membership](http://www.arsenal.com/membership).