

**CLUB LEVEL TICKET (MATCH-BY-MATCH)**  
**TERMS AND CONDITIONS**  
**SEASON 2022-2023**

**1. Issue of Club Level Ticket**

- 1.1 The issue of a Club Level Ticket and subsequent access to the Ground (including, without limitation, the Club Area) is subject to the Terms and Conditions of Entry (as may be amended from time to time and which can be found on or accessed via the Website or can be provided upon written request to the Club). Without limitation, the Terms and Conditions of Entry 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.
- 1.2 The Club, as selling agent for and on behalf of ASMCL, licenses you to use Club Level Tickets. As a result, ASMCL will have all of the rights and obligations of the Club under these Terms and Conditions and your rights and obligations under these Terms and Conditions shall lie against ASMCL only.
- 1.3 The use of any automated software or computer system to search for, reserve, buy or otherwise obtain Club Level Tickets (including sending information from your computer to another computer where such software or system is active) is strictly prohibited. If the Club reasonably believes that you have searched for, reserved, bought, or otherwise obtained Club Level Tickets using, or with the assistance of, such software, the Club may cancel your Club Level Tickets (and any subsequent Club Level Tickets purchased by you) without payment of any refund. The Club may also cancel your membership (and all associated benefits) without payment of any refund of the Fee to you. 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 Club Level 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 Club Level Ticket has been purchased using such software.
- 1.4 If you are a consumer, references in these Terms and Conditions to "**you**" are to the individual using the Club Level Ticket for private and non-commercial purposes.
- 1.5 If you are NOT a consumer, references in these Terms and Conditions to "**you**" are to the business on whose behalf you are purchasing the Club Level Ticket(s) and you confirm that you have authority to bind that business in respect of the purchase of the Club Level Ticket(s).
- 1.6 As a result of the COVID pandemic, these Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to any restrictions or requirements from time to time imposed by Applicable Law and Applicable Football Regulation in relation to a COVID Event. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any such Applicable Law or Applicable Football Regulation, the relevant Applicable Law or Applicable Football Regulation shall prevail. 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**

1.7 If you are NOT a consumer, the following terms shall apply subject to clause 1.8:

- (A) The Club hereby excludes any liability for loss, injury, or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under Applicable Law.
- (B) Neither the Premier League nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- (C) 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 liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms and Conditions, including admitting you and/or any other User to the Ground for the 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/or allocation of Tickets in respect of any Reduced Capacity Match(es).
- (D) Subject to clause 1.8, the Club's total liability in respect of your use of the Club Level Ticket or any breach of these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed the amount paid by you to the Club for the Club Level Ticket. The Club will have no further, or other, liability whatsoever, including (but not limited to) for any indirect or consequential loss or damage.

1.8 If you are a consumer, the following terms shall apply subject to clause 1.8:

- (A) The Club only provides you with use of the Club Level Ticket for your domestic and private use and you agree not to use the Club Level Ticket for any commercial or business purposes, and the Club has no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- (B) If the Club fails to comply with these Terms and Conditions, the Club is responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or the Club's negligence, but the Club is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Club's breach or if it was contemplated by you and the Club at the time that you purchased the Club Level Ticket.
- (C) Neither the Premier League nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- (D) 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 liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms

and Conditions, including admitting you and/or any other User to the Ground for the 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/or allocation of tickets in respect of any Reduced Capacity Match(es).

1.9 Notwithstanding any provision in these Terms and Conditions, neither the Club nor any Club Group Company seeks 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.

## **2. Admission to the Ground**

2.1 As a result of a COVID Event, the Club may be required by Applicable Law and/or Applicable Football Regulation, or may decide, to hold Behind Closed Doors Matches and/or Reduced Capacity Matches during the 2022/23 Season.

2.2 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, to hold any Behind Closed Doors Matches during the 2022/23 Season as a result of a COVID Event, you will not be entitled to attend any such Behind Closed Doors Matches.

2.3 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, to hold any Reduced Capacity Matches during the 2022/23 Season as a result of a COVID Event, there is no guarantee that any Club Level Tickets will be available and/or issued to you in respect of such Matches. The Club reserves the right to determine (in its sole discretion), the availability, prioritisation and allocation of tickets in respect of any such Reduced Capacity Match(es). In addition, the availability of Club Level Tickets for one Reduced Capacity Match gives no guarantee that Club Level Tickets will be available for another Reduced Capacity Match. If the Club decides to make Club Level Tickets available for any Reduced Capacity Match(es), the Club may decide to allocate any such Club Level Tickets by Ballot in accordance with clause 2.4 below.

2.4 If the Club decides to allocate Club Level Tickets for any Reduced Capacity Match(es) by Ballot, full details regarding any such Ballots will be published on the Website and/or communicated to you via email. By agreeing to these Terms and Conditions, you acknowledge that:

(A) in order to be eligible to enter any such Ballot you must have provided the Club with valid payment card details which you acknowledge and agree may be used by the Club to take payment from you in the event that you are allocated Club Level Ticket(s) in any such Ballot;

(B) the number of Club Level Tickets available in respect of any such Ballots will be determined in the Club's absolute discretion and the Club reserves the right not to hold, or to cancel, a Ballot if it considers there are insufficient Club Level Tickets available to justify holding such a Ballot;

(C) the Club may hold a Ballot in respect of more than one Reduced Capacity Match at a time;

- (D) for any such Ballot you will receive one entry per Club Level Ticket associated with your applicable membership;
- (E) the result of any such Ballot shall be entirely at the discretion of the Club whose decision in all matters relating to a Ballot shall be final;
- (F) if you are successful in relation to a Ballot for any Reduced Capacity Match(es) you will be notified by email within five (5) days of the closing date of the relevant Ballot;
- (G) if you are successful in a Ballot for any Reduced Capacity Match(es), the Club shall, without further notice to you, take payment from you in respect of the relevant Club Level Ticket(s) that you have been awarded in the relevant Ballot by using the payment card details that you provided to the Club pursuant to clause 2.4(A) above. The amount due for the relevant Club Level Ticket(s) will be published on the Website and/or communicated to you via email from time to time. If the Club is not able to take payment from you for the relevant Club Level Ticket(s) using the card details that you provided to the Club pursuant to clause 2.4(A) above, the Club Level Ticket(s) which you have been allocated in the relevant Ballot will be forfeited and made available to another eligible Ballot applicant(s) for purchase and you may be excluded from future Ballots during the 2022/23 Season;
- (H) any Club Level Tickets issued to you in respect of a Reduced Capacity Match are not refundable if you and/or your Guest(s) are unable to use such Club Level Tickets or are unable to comply with the requirements set out in clause 2.5(B) below.;
- (I) the holding of a Ballot for in respect of one Reduced Capacity Match gives no guarantee that Club Level Tickets will be available, or a Ballot will be held, for another Reduced Capacity Match; and
- (J) being allocated a ticket in one Ballot for a Reduced Capacity Match (whether because you are successful in a Ballot or otherwise) gives no guarantee that you will be allocated a ticket for another Reduced Capacity Match. Not being allocated a ticket for a Reduced Capacity Match (whether because you are not successful in a Ballot or otherwise) gives no guarantee that you will be allocated a ticket for another Reduced Capacity Match. All rights to Club Level Tickets for Reduced Capacity Matches are expressly subject to availability and the Club's discretion as to the prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation.

2.5 By purchasing and/or accepting and/or holding a Club Level Ticket and/or using a Club Level Ticket to gain access to the Ground:

- (A) you certify that you have read, understood, and accepted, and agree to be bound by and comply with, the Terms and Conditions of Entry from time to time (including, without limitation, the Commitment, and any requirements and/or supporter code(s) of conduct issued by the Club from time to time in relation to a COVID Event); and
- (B) you declare that:
  - (i) if required by Applicable Law or Applicable Football Regulation, you and/or any Guest(s) will not attend the relevant Match if you and/or any Guest(s) are

displaying any symptoms of COVID at the date of the relevant Match and/or are required or recommended to self-isolate or quarantine at the date of the relevant Match;

- (ii) you and any Guest(s) will comply with all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event in respect of the relevant Match, including but not limited to: (a) compliance with any required social distancing measures; (b) compliance with any requirements regarding the circulation and/or behaviour of spectators within the Ground; (c) undertaking temperature checks if required by the Club; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event; and (e) providing photographic proof of identity if required by the Club;
- (iii) if required by Applicable Law or Applicable Football Regulation, you will provide names and contact details for any Guest(s) who intend to attend the relevant Match with you, to assist with any COVID track and trace requirements; and
- (iv) your Guest(s) are not prohibited from attending the relevant Match with you by virtue of Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding a COVID Event.

- 2.6 Before attending the relevant Match using a Club Level Ticket, you shall be responsible for undertaking a risk assessment as to whether it would be appropriate for you and any Guest(s) to attend the relevant Match. In undertaking such assessment, you should take into consideration your age, health status and clinical vulnerability and the age, health status and clinical vulnerability of your Guest(s).
- 2.7 You may be required to physically collect the Club Level Ticket(s) from the Club's box office on or before the day of a Match, with photographic proof of your identity. The Club Level Ticket shall only entitle the User to gain admission to the Ground after it has been validated. The Ground access steward(s) will refuse admission to any person in the event that such person's Club Level Ticket is not so validated.
- 2.8 All persons (including children) must have a valid Club Level Ticket in their possession when entering the Ground. The Club will not allow children (or any other person) to be carried through the turnstiles without a valid Club Level Ticket for the relevant Match.
- 2.9 A Club Level Ticket permits you to occupy the Club Area and the Club Seat (or such other alternative seat of equivalent value as the Club may allocate to you at its reasonable discretion) at the relevant Match. All access to the Ground pursuant to a Club Level Ticket shall be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 2.10 Save as set out in clause 2.11 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or the Ground itself, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of

capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the Premier League and/or the Club.

- 2.11 Mobile telephones and other similar mobile devices are permitted within the Ground PROVIDED THAT (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 2.12 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 2.10 above, or pursuant to clause 2.11 above, or otherwise) is hereby assigned to the Premier League (in respect of any Premier League Match at the Ground) and the Club (in respect of any other Match at the Ground) including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Premier League and/or the Club) to promptly execute all instruments and to do all things necessary to vest the right, title, and interest in such rights to the Premier League and the Club absolutely and with full title guarantee.
- 2.13 Save for official Club merchandise and/or other football-related clothing worn in good faith, you and any Guest(s) shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials.
- 2.14 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 2.13 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 2.15 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms and Conditions of Entry (including, without limitation, the Commitment, and any requirements and/or supporter code(s) of conduct issued by the Club from time to time in relation to a COVID Event).

### **3. Use of Club Level Ticket**

- 3.1 Subject to clauses 3.3 and 3.4 below, the Club Level Ticket (and all associated rights and benefits) is issued for your sole use and you shall not attempt and/or take preparatory steps to, sell, dispose of, assign, transfer, loan or otherwise deal with the Club Level Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Club Level Ticket for any commercial purpose, other than to the extent you are NOT a consumer and only for corporate hospitality which is not itself a business activity of that business. The reference to selling the Club Level Ticket includes where, in the Club's reasonable opinion, a User: (a) offers or attempts and/or takes preparatory steps, to sell a Club Level Ticket

(including, without limitation, via any website or online auction site); (b) exposes or attempts and/or takes preparatory steps to expose, a Club Level Ticket for sale; (c) makes, or attempts and/or takes preparatory steps to expose, a Club Level Ticket available for sale by another person; and/or (d) advertises that a Club Level Ticket is available for purchase.

3.2 No Club Level Ticket may be: (a) offered as a prize in any promotion or competition or transferred, assigned, lent or sold to any third party as part of a hospitality (other than to the extent you are NOT a consumer and only for corporate hospitality which is not itself a business activity of that business) or travel package; (b) given (or offered to be given) to a person who pays or agrees to pay for another good or service; or (c) used for any other commercial purpose, all save as expressly authorised by the Premier League or the Club.

3.3 If more than one Club Level Ticket is issued to you, one Club Level Ticket must be retained by you for personal use (subject to the provisions below) and the remainder may be transferred to a Guest(s) for his/her/their personal use only, PROVIDED THAT:

- (A) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Club Level Ticket;
- (B) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business (other than, in each case, to the extent you are NOT a consumer and only for corporate hospitality which is not itself a business activity of that business);
- (C) such transfer to any Guest(s) will be subject to the Terms and Conditions of Entry (including, without limitation, the Commitment, and all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club in respect of a COVID Event) which will (save for any rights to transfer under this clause or any rights to a refund under clause 6.2 below) apply to and bind each Guest as if he/she/they was the original purchaser of the Club Level Ticket (and you must inform the Guest(s) of this) and procure that he/she/they shall comply with the Terms and Conditions of Entry. Without limitation, if required by Applicable Law or Applicable Football Regulation, any Guest(s) must not attend a Match if he/she/they is displaying any symptoms of COVID at the date of the relevant Match and/or are required or recommended to self-isolate or quarantine at the date of the relevant Match and/or are otherwise prohibited from attending the Match with you by Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding a COVID Event; and
- (D) you will provide the name, address and contact details of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer.

3.4 In the event that you and/or your Guest(s) are unable to use any Club Level Ticket then you may transfer that Club Level Ticket(s) to a natural person who is known to you personally and who would be entitled (under the Terms and Conditions of Entry and otherwise) to purchase such Club Level Ticket and attend the Match PROVIDED THAT:

- (A) such transfer takes place in consideration of no payment or benefit in excess of the face value of the Club Level Ticket;
- (B) such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business (other than, in each case, to the extent you are

NOT a consumer and only for corporate hospitality which is not itself a business activity of that business);

- (C) such transfer will be subject to the Terms and Conditions of Entry (including, without limitation, the Commitment, and all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club in respect of a COVID Event) which will (save for any rights to transfer under this clause or any rights to a refund under clause 6.2 below) apply to and bind the transferee as if he/she/they was the original purchaser of the Club Level Ticket (and you must inform the transferee of this). Without limitation, the transferee must not attend a Match if he/she/they is displaying any symptoms of COVID at the date of the relevant Match and/or are required or recommended to self-isolate or quarantine at the date of the relevant Match and/or (if applicable) are otherwise prohibited from attending the Match with you by Applicable Law, Applicable Football Regulation and/or any requirements or stipulations of the Club regarding a COVID Event; and
- (D) you will provide the name, address and contact details of the transferee when asked to do so by any official, steward or employee of the Club and/or any police officer.

- 3.5 If you are NOT a consumer, you shall indemnify the Club against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by it as a result of any breach by a User of the Terms and Conditions of Entry. In the event that the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

OR

If you are a consumer, you shall be responsible for any breach by a User of the Terms and Conditions of Entry. In the event that the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

- 3.6 The Club Level Ticket will remain the property of the Club at all times and must be produced together with photographic 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 Club Level Ticket at any time.
- 3.7 Any Club Level Ticket obtained or used in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) shall be automatically void and all rights conferred or evidenced by such Club Level Ticket shall be nullified. Any person seeking to use a Club Level Ticket in breach of the Terms and Conditions of Entry (including, without limitation, the Commitment) in order to gain entry to the Ground or remain at the Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her/their Club Level Ticket suspended, cancelled or withdrawn. In the event of any suspension, cancellation, or withdrawal in accordance with this clause 3.7 no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of a Club Level Ticket.
- 3.8 Any User, acting alone or with others, whose conduct, or incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, shall be both individually responsible and liable, and collectively



responsible and liable with you, to the Club for any loss the Club thereby suffers. The User shall also be both individually responsible and liable, and collectively responsible and liable with you, to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to the Match using the ticket with the User's permission.

- 3.9 The unauthorised sale or disposal of a Club Level 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 about ticket touting activities relating to you, who may in turn notify other football clubs, event holders, any Football Authority and/or the relevant law enforcement authorities. We may also notify other football clubs directly. 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).
- 3.10 By entering the Ground, all persons acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game 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).
- 3.11 All persons attending Matches acknowledge that the Matches are public events. The appearance and actions of the persons attending inside and in the perimeter of the Ground are public in nature and all persons attending agree that he/she/they shall have no expectation of privacy with regard to his/her/their actions or conduct at the Matches.
- 3.12 Further to clause 3.10 above, if such person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying him/her/them into the Ground shall be deemed to have provided consent on his/her/their behalf.
- 3.13 If a User is not 16 years old or over, his/her/their parent(s) and/or guardian(s) are also responsible for his/her/their actions, conduct and compliance with these Terms and Conditions (including, without limitation, the Commitment).

#### 4. **Catering**

- 4.1 Subject to any restrictions and/or requirements of Applicable Law, Applicable Football Regulation and/or the Club from time to time in respect of a COVID Event, the Club shall procure the provision (by any third party or other entity appointed by the Club, in its sole discretion, for this purpose (the “**Catering Supplier**”)) of a refreshments service in the Club Area during the Relevant Times (excluding those times during the Relevant Times in which play in the Match is in progress).
- 4.2 You may use such refreshments service on an ad-hoc basis, as detailed in clauses 4.3 to 4.8 inclusive.

##### Refreshments

- 4.3 Subject to any restrictions and/or requirements of Applicable Law, Applicable Football Regulation and/or the Club from time to time in respect of a COVID Event, you will be entitled to a complimentary drink (house red and white wine, beer, tea, coffee, and a selection of soft drinks) at Half-Time of the Match.
- 4.4 The Club may from time to time, but shall be under no obligation whatsoever to, provide, or procure the provision of, any refreshments to the Club Area at other times and on other occasions than the Relevant Times.
- 4.5 The costs of all refreshments ordered by you, other than the complimentary drink described in clause 4.3 above, shall be paid by you to the Catering Supplier. The Club shall provide in the Club Area, or shall procure the provision in the Club Area of, details of the costs of each of the refreshments available in the Club Area. The Club or the Catering Supplier may change the costs of any refreshments from time to time.
- 4.6 The provision of any refreshments (including, without limitation, alcoholic beverages) to any persons in the Club Area shall be subject to all legal restrictions applicable to the Club, any other Club Group Company or the Catering Supplier (including, without limitation, all restrictions imposed by, and any regulation of, any relevant licensing or other governing body or authority, and any restrictions and/or requirements of Applicable Law, Applicable Football Regulation and/or the Club from time to time in respect of a COVID Event) and the grant of any necessary licences. You shall, and shall procure that any other User shall, consume all alcoholic drinks within the interior of the Club Area and not within sight of the pitch.
- 4.7 The only refreshments which may be consumed in the Club Area are those supplied by the Catering Supplier pursuant to the provisions of this clause 4. You shall not, and will procure that any other Users shall not, bring any food, drink or other refreshments into the Club Area for consumption by any person or for any other reason.
- 4.8 If you (or any other User) have any complaints in respect of the catering or refreshments service provided in the Club Area, you (or that User) should take up such complaints with the Club in the first instance.

##### Match-by-Match Dining Booking

- 4.9 Each Match-by-Match Dining Booking which you book will be subject to the Premium Concierge Service Terms and Conditions.

- 4.10 Due to the limited number of Match Dining Bookings available, the Club shall accept bookings on a first come, first served basis.

## 5. Pricing and ticket information

Whilst the Club tries to ensure that pricing and ticketing information on the Website is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the ticket you have ordered, the Club will inform you as soon as reasonably practicable and give you the option of reconfirming your order at the correct price/specification or cancelling it. If the Club is unable to contact you, it will unfortunately have to treat the order as cancelled. If the order is cancelled, the Club will of course provide you with a full refund. 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.

## 6. Changes to dates, refunds and exchanges

- 6.1 No guarantees are given by the Club that the Match will take place at a particular time or on a particular date or at a particular spectator capacity. Without limitation to the foregoing, the Club may be required by Applicable Law or Applicable Football Regulation, or may decide, to hold Behind Closed Doors Matches and/or Reduced Capacity Matches during the 2022/23 Season as a result of a COVID Event. The Club reserves the right, without liability save as expressly provided otherwise in these Terms and Conditions, to reschedule the Match or, if necessary, play the Match out of view of the public or reduce the spectator capacity for the Match.

- 6.2 If you have purchased Club Level Ticket(s) from the Club in respect of a Match:

- (A) in the event of the postponement of the Match, unless the Match is required to be played out of the view of the public or the spectator capacity is reduced (in which case the provisions of clause 6.2(B) below will apply), you will be entitled to receive either: (i) the equivalent ticket(s) for the subsequent re-arranged Match via such application procedure as the Club stipulates, subject to any and all applicable terms and conditions; or (ii) you will be entitled to receive a full refund of the face value of your Club Level Ticket(s) in accordance with clause 6.2(C) below;
- (B) in the event of the abandonment of the Match, or if, for any reason, the Match has to be played behind closed doors or the spectator capacity for the Match is reduced, the Club reserves the right to: (i) cancel your Club Level Ticket(s), in which case, subject to clause 6.3 below, you will be entitled to receive a full refund of the face value of your Club Level Tickets in accordance with clause 6.2(C) below; or (ii) offer you alternative ticket(s) in the Ground (which may be in a lower pricing category, in which case, subject to clause 6.3 below, you will be entitled to a refund of the difference between the face value of your Club Level Ticket(s) and the face value of the alternative ticket(s) allocated to you); and
- (C) any refund due in respect of your Club Level Ticket(s), in accordance with clause 6.2(B) above, shall be credited to the payment card used to purchase your Club Level Ticket(s).

- 6.3 If any Club Level Ticket(s) obtained through the “Ticket Exchange Service” are purchased from the seller (rather than the Club), the Club will not be liable for any refunds of tickets purchased through the Ticket Exchange Service.
- 6.4 The Club does not guarantee that the team for the Match will necessarily only be selected from the Club’s regular Men’s First Team or Women’s First Team players (as applicable). The manager of the Men’s First Team or Women’s First Team may consider it desirable on occasions to omit regular first team players and select the relevant team from the full playing squad.
- 6.5 The dates and kick-off times of all Matches are subject to revision and change due to broadcast coverage or other circumstances. For up-to-date information, please visit the Website or ring the Arsenal Contact Centre (Tel: +44 (0) 20 7619 5000).

## **7. Any lost or stolen Club Level Tickets**

- 7.1 In order to gain admission to the Ground for a Match, the Club Level Ticket must be presented in its entirety.
- 7.2 The Club is not responsible for any Club Level Ticket which is forgotten, lost, stolen, defaced, damaged or destroyed. If the Club Level Ticket is forgotten, lost, stolen, defaced, damaged, or destroyed, a duplicate Club Level Ticket may be issued to you, at the Club’s discretion, upon payment by you to the Club of a non-refundable administration fee of £10.00 at the Club’s match day ticket office. The Club reserves the right to require photographic proof of identity and/or withdraw this duplicate ticket facility for the Match. 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 in the event that you do not have access to your Club Level Ticket for that match.
- 7.3 In the event of any Club Level Tickets issued to you under these Terms and Conditions becoming lost or stolen, you must inform the Club immediately. In addition, if any such Club Level Tickets are stolen, you must also inform the police immediately.

## **8. Cancellation and withdrawal of Club Level Ticket**

- 8.1 The Club may remove you and/or any User from the Ground whom it, acting reasonably:
- (A) believes to be the subject of a banning or other order prohibiting him/her/them from entering the Ground or any other stadium;
  - (B) considers to be in breach of or have breached the Commitment including, without limitation, using, or have used, any rude, threatening or abusive language or behaviour to, or in respect of, any contractor, employee or agent of the Club, or any other spectator or official (including, without limitation, any language or behaviour relating to an individual’s or group’s colour, race, nationality, ethnic or national origins, gender, sexual orientation, marital status, religion, age or disability);
  - (C) considers to be in breach, be likely to breach, or have breached, any other provision of the Terms and Conditions of Entry; or
  - (D) believes to be behaving in such a manner as will, or is likely to, cause a hazard to safety or security, or cause any contravention by such person or the Club of (a) any laws or regulations, including the terms of any health and safety, operating or other certificate,

licence, consent, permit, approval or other authorisation, applicable to such person or entity or the Ground, or (b) any restrictions imposed by the police or any other relevant authority in relation to the Match from time to time.

8.2 Without prejudice to any other remedies it may have, the Club shall have the right at its absolute discretion to:

- (A) suspend for a period determined by the Club, withdraw indefinitely or cancel any Club Level Ticket(s) associated with a User's Membership (including without limitation, use of the Club Level Ticket(s) and all other related benefits);
- (B) exclude (indefinitely or for a period determined by the Club) a User from using and/or applying to purchase any future Club Level Ticket (including any associated benefits);
- (C) provide the police and any other relevant authorities including FIFA, UEFA, the FA, the Premier League, the Football League and/or any other football clubs with relevant information,

in any of the following circumstances:

- (i) any serious or persistent breach by a User of these Terms and Conditions or the Terms and Conditions of Entry (including, without limitation, the Commitment) or the Club has reasonable grounds to suspect such breach; and/or
- (ii) the Club reasonably suspects that entry into the Ground by the User will result in a serious breach of these Terms and Conditions, the Terms and Conditions of Entry or the terms and conditions of any other Club-related scheme.

8.3 In the event of such cancellation, withdrawal, refusal and/or ejection pursuant to clauses 8.1 and/or 8.2, no refund will be paid. Without prejudice to the general nature of the above, the following actions shall constitute serious breach of the Terms and Conditions of Entry by a User and shall enable the Club to exercise its rights as described in clauses 8.1 and 8.2 above (as the case may be):

- (A) smoking (including the use of electronic cigarettes or vaporisers);
- (B) being (or appearing to be) drunk or intoxicated;
- (C) persistent standing in seated areas whilst the Match is in progress;
- (D) the sale or transfer (save as permitted) of a Club Level Ticket to any person;
- (E) the deliberate misuse of a Club Level Ticket;
- (F) the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive, homophobic or racist;
- (G) the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;

- (H) whether at the Ground, or travelling to a Match:
  - (i) the use of foul, obscene, abusive, sexist, homophobic and/or racist language and/or gestures or other discriminatory abuse;
  - (ii) the chanting of anything of an indecent or racist nature;
  - (iii) fighting, or engaging in and/or inciting violence;
- (I) bringing any of the following into the Ground (or using them within the Ground): alcohol; illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; drones; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
- (J) entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- (K) the supply of any misleading or incorrect information in any application;
- (L) breach of the terms of any Membership Scheme;
- (M) any breach of clauses 2.10, 2.11, 2.13 and/or 2.14 above;
- (N) any breach of the requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event, including but not limited to (a) any required social distancing measures; (b) the requirements in respect of circulation and/or behaviour of spectators within the Ground; (c) undertaking temperature checks if required by the Club; (d) providing to the Club such information and/or documentation as may be required by Applicable Law, Applicable Football Regulation and/or the Club regarding a COVID Event; and (e) providing photographic proof of identity if required by the Club;
- (O) any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment; and
- (P) any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Club Level Ticket.

8.4 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 8.1, 8.2 and 8.3 have either occurred or may occur.

8.5 The Club will not tolerate racial, homophobic, sexist, or other discriminatory abuse in any form, whether at the Ground, elsewhere or online. The Club wants the atmosphere at the Ground to be welcoming to all who attend its games. Any User who is caught abusing a player, official or any other individual whether at the Ground, elsewhere or online will face arrest and prosecution by the police and a lengthy ban from the Club. In addition, the Club Level Ticket will be immediately withdrawn and no refund will be given. If your Club Level Ticket 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.

- 8.6 The Club Level Ticket may be suspended, withdrawn and/or cancelled without the payment of any refund to you, in the event that:
- (A) the User is under investigation by the Police, charged, cautioned or found guilty of any football related offence anywhere in the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions (including, without limitation, the Commitment);
  - (B) prior to or whilst the User is using the Club Level Ticket, the User is under investigation by the Police, charged, cautioned or found guilty of any football related offence anywhere in the world, is ejected and/or banned from the Ground or any other sports stadium anywhere in the world or breaches any of these Terms and Conditions (including, without limitation, the Commitment); or
  - (C) the Club has reasonable grounds to suspect that you have searched for, reserved, bought or otherwise obtained the Club Level Ticket with the intention of selling or transferring it in breach of these Terms and Conditions.
- 8.7 Without prejudice to the rights of the Club under this clause 8, the Club shall be entitled to terminate these Terms and Conditions (and cancel any Club Level Tickets) with immediate effect by notice in writing to you in the event that you are at any time, or any other User is, at the time he/she/they enters the Ground, subject to a banning or other order prohibiting you or him/her/them from entering the Ground or any other stadium.
- 8.8 The User must immediately surrender the Club Level Ticket upon request by a Club official or a police officer.
- 8.9 In the event that your Club Level Ticket is withdrawn or cancelled in accordance with this Clause 8:
- (A) no refund shall be payable to you and/or a User (as the case may be) in respect of any Club Level Ticket. The Club further reserves the right to take any legal and/or disciplinary action against any persons as it sees fit in connection with such matters including a claim for an account of profits made from an unauthorised use of the Club Level Ticket;
  - (B) the Club reserves the right to exclude you and/or any User (as the case may be) from any Membership Scheme and/or to disqualify you and/or any User (as the case may be) from applying for any match ticket or season ticket at its discretion and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification);
  - (C) the Club reserves the right to re-sell any Club Seat(s) relating to a Club Level Ticket to a third party immediately following the cancellation or withdrawal of the relevant Club Level Ticket(s); and
  - (D) if your Club Level Ticket 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.

8.10 In the event that the Club Level Ticket (and/or the benefits and rights associated with the same) are suspended in accordance with this Clause 8:

- (A) no refund shall be payable to you and/or any User (as the case may be) in respect of the period of suspension. The Club further reserves its right to take any legal and/or disciplinary action against any persons as it sees fit in connection with such matters including a claim for an account of profits made from an unauthorised use of the Club Level Ticket; and
- (B) the Club reserves the right to re-sell the Club Seat to which the Club Level Ticket relates to a third party for the period of suspension of the Club Level Ticket.

**9. Unavailability of seats (other than due to a COVID Event)**

If the Club determines that all or any relevant part of the Ground, is unavailable for a Match due to:

- (A) health and safety requirements, Applicable Law, Applicable Football Regulation and/or the Terms and Conditions or Entry;
- (B) the need for any other repairs or alterations to be made to the Ground (or any relevant part) or any fixtures or fittings therein and such repairs or alterations are in the Club's opinion necessary or desirable; or
- (C) any other circumstances at the Club's discretion,

in each case not relating to a COVID Event,

the Club will use its reasonable endeavours to provide you, during any such period of unavailability, with alternative seating elsewhere in the Ground or, where the Ground is unavailable, such other stadium where the Men's First Team or Women's First Team (as relevant) plays its home football matches in any competition (in which case these Terms and Conditions shall apply equally to such seats and such stadium), for each of your Club Seat(s) which is so unavailable, the location of each of which will be determined by the Club and which, subject to availability, will be in the same Seat Category as your Club Seat(s). Where the Club is not able to provide you with an alternative seat (or seats) in such circumstances, you will be entitled to a refund, or to a credit against future licence fee payments for your Club Seat(s), in respect of future matches, the amount of such refund or credit, and the form and timing thereof, to be determined by the Club acting reasonably.

**10. Repairs and maintenance**

10.1 The Club will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the Club Area and all other areas of the Ground provided that the Club will not accept liability for, and shall not be in breach of its obligations by reason of, any breakages or defects to the Club Area (or any part thereof or other part of the Ground) which are not the result of fair wear and tear or are caused by the acts or omissions of any User or any other person in possession of a Club Level Ticket. Notwithstanding the foregoing, the Club will not be liable for and will not be in breach of its obligations by reason of any breakages in, or defects to, the Club Area or any other area of the Ground if, pursuant to clause 9 or otherwise, it provides you with an alternative seat (or seats) at the Ground or any other stadium where the



Men's First Team or Women's First Team (as relevant) plays its home football matches in any competition.

10.2 The Club has the right to charge you for, and if you are NOT a consumer you agree to indemnify the Club against, the cost of repairs, maintenance, replacement or cleaning of the Club Area or any other areas of the Ground to which you (or any other User) have access, or any fixtures or fittings therein, resulting from any act or omission of you (or any other User) other than as a result of fair wear and tear.

10.3 The Club and each of its employees, agents or contractors shall have the right at any time to carry out emergency repairs to the Club Area or any other areas of the Ground to which you (or any other User) have access, or any fixtures or fittings therein, or any adjoining property of the Club, and to suspend access to such areas of the Ground as necessary.

## **11. Undertakings**

11.1 You shall, and shall procure that any User shall, at all times:

(A) use the Club Area, the Club Seat(s) and the Ground in a proper and lawful manner, in accordance with Applicable Law, Applicable Football Regulation and the Terms and Conditions of Entry (including, without limitation, the Commitment) and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other licensees of seats, spectators or visitors to the Ground or local residents) or to render void or voidable, in part or whole, any insurance maintained by the Club in respect of the Ground; and

(B) ensure that neither the Club Area (or any part thereof) nor any other part of the Ground to which you or any other User may be granted access are damaged (fair wear and tear excepted).

11.2 You shall not make, and will procure that no other User makes, without the prior written consent of the Club, any public statement or announcement linking, or implying any relationship between, or engage in any marketing, advertising or promotional activity which links, or implies any relationship between, you and the Club.

## **12. Security**

The Club shall take all reasonable precautions to maintain the security of the Club Area between matches but it shall not be responsible in any way for the loss of, or damage to, any property of you (or any other User) in the Club Area or in any other part of the Ground (including, without limitation, any property left behind by you (or any other User) in the Club Area).

Notwithstanding the foregoing, the Club shall be entitled to dispose of any property left behind by you or any other User in the Club Area.

## **13. Disabled Members**

13.1 This Clause 13 applies to you if you have a Club Level Ticket and are registered with the Club as a disabled Member.

- 13.2 You must bring your Club Level Ticket with you when attending a Match. If you will be attending a Match with your personal assistant, your personal assistant must also bring their relevant Club Level Tickets with them.
- 13.3 If you have a personal assistant, your personal assistants must NOT attend the Match on their own or with any non-disabled person. If you are unable to attend the Match please notify the Disability Liaison Team as soon as possible and, unless exceptional circumstances apply, 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.
- 13.4 You must bring a form of photographic identification with you when attending the Ground.
- 13.5 Please note that stewards and Club staff will be carrying out checks of tickets. All proven abuses of the disabled supporter's concessionary scheme will be dealt with severely and will result in the loss of your Club Level Ticket. It may also result in criminal prosecution.
- 13.6 Contact details for the Disability Liaison Team are as follows (and may be updated from time to time on the Website):
- Tel: +44 (0) 20 7619 5000 (Mon to Fri 9.30am to 5pm and matchdays)
  - Online: Submit an enquiry at <https://arsenalfc.freshdesk.com/support/tickets/new>

#### **14. General**

- 14.1 The Club reserves the right to make changes to any of these Terms and Conditions. Such changes will be notified to the User by being put on display at the Ground and on the Website.
- 14.2 Each User acknowledges that the Club will hold and process data relating to them, which may include personal data, for administrative, health and safety, and legal purposes (including, without limitation, to assist with COVID track and trace requirements). 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 in order 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.
- 14.3 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. If any invalid, unenforceable or illegal provision of these Terms and Conditions 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.
- 14.4 You acknowledge that the Club may fulfil any of its obligations under these Terms and Conditions by procuring such fulfilment from another Club Group Company. Each Club Group

Company may benefit from the rights granted to the Club under these Terms and Conditions. Other than the foregoing, and with the exception of each Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Terms and Conditions. Nothing in these Terms and Conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

- 14.5 The Terms and Conditions of Entry (including, without limitation, the Commitment) constitute the entire agreement between the Club and you in respect of the subject matter and neither the Club nor you 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 subject matter which is not set out therein.
- 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 do not have a right to cancel your Club Level Ticket under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, if you are a consumer, you have legal rights if the Club does not comply with its obligations in these Terms and Conditions 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.
- 14.8 If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and any provision of the Ground Regulations, the relevant provision of these Terms and Conditions shall apply.
- 14.9 If you are NOT a consumer, these Terms and Conditions, and any contractual or non-contractual dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with English law. 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 Terms and Conditions (including in relation to any non-contractual disputes or claims).

OR

If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your use of the Club Level Ticket and any dispute or claim arising out of or in connection with it (including in relation to any non-contractual disputes or claims) will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

## 15. Definitions

In these Terms and Conditions, the following words and phrases shall have the following meanings:

**"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 and/or you and/or a Guest 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 you and/or any Guest is subject and which is relevant to the Club and/or you and/or the Guest’s rights or obligations under these Terms and Conditions (as the case may be).

**“ASMCL”** means Arsenal Stadium Management Company Limited.

**“Ballot”** means the ticket allocation process which may be applied (in the Club’s absolute discretion) for any Reduced Capacity Match(es), subject to availability (determined in the Club’s absolute discretion), capacity restrictions, Applicable Law and Applicable Football Regulation;

**“Behind Closed Doors Match”** means a Match which the Club holds at the Ground 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 Area”** means the area of the Ground reserved for holders of Club Level Tickets.

**“Club Group Company”** means, in respect of The Arsenal Football Club Plc, 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.

**“Club Level Ticket”** means the ticket (and/or any rights arising out of or in connection with the foregoing) for admission to see a Match in the Club Area.

**“Club Seat”** means the seat (or seats) in the Club Area to which these Terms and Conditions relate.

**“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).

**“Fee”** means the relevant amount (if any) payable on an annual basis by you for your appropriate Membership Scheme (whether Red, Red Lite, Silver, Silver Lite, Gold, Junior Gunners, Junior Gunners Lite, Purple, Cannon or Senior Citizen) as notified to you by the Club prior to the renewal of your Membership Scheme and on the Website.

**“Football Authority”** means 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, and **“Football Authorities”** shall be construed accordingly.

**“Ground”** means Emirates Stadium, London N7 7AJ.

**“Ground Regulations”** means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are on display at the Ground 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.

**“Guest”** means a relative, friend, colleague and/or, companion to disabled supporters who would be entitled to purchase a Club Level Ticket under the Terms and Conditions of Entry.

**“Half-Time”** means the period of time during each Match commencing on the referee’s whistle that signals the end of the first half and finishing on the kick-off of the second half.

**“Match”** means the match played at the Ground by the Men’s First Team or Women’s First Team to which these Terms and Conditions apply.

**“Match-by-Match Dining Booking”** means a dining booking for an individual Home Match in a Club Area restaurant (excluding the WM Club).

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

**“Membership Scheme”** means each of the membership schemes of the Club available to fans, the terms and conditions of which are available on the Website.

**“Men’s First Team”** means the Club’s men’s first XI.

**“Premier League”** means the Football Association Premier League.

**“Premium Concierge Service”** means the service provided by the Club which allows customers to purchase hospitality packages, catering and car parking;

**“Premium Concierge Service Terms and Conditions”** means the terms and conditions governing the Premium Concierge Service, as amended from time to time at the discretion of the Club and available at <http://premiumconcierge.arsenal.com/>.

**“Reduced Capacity Match”** means a Match which the Club holds at the Ground with reduced spectator capacity due to a COVID Event.

**“Relevant Times”** means two (2) hours prior to the scheduled kick off time for each Match and one (1) hour after the final whistle for each Match. The Club reserves the right to alter the foregoing times, at its discretion.

**“Seat Category”** means the applicable category of Club Seat (“half-way line”, “midfield”, “behind goal” or “corner”).

**“Terms and Conditions”** means these terms and conditions (as amended from time to time) governing the issue and use of a Club Level Ticket.

**“Terms and Conditions of Entry”** means each of the rules and regulations of each Football Authority, the Ground Regulations, the Commitment, any requirements and/or supporter code(s) of conduct issued by the Club from time to time in relation to a COVID Event, and these Terms and Conditions, each as may be amended from time to time. Any amendments to the Terms and Conditions of Entry will be notified to you either through the respective organisation’s website, or by being put on display at the Ground and through the Website.

**“User”** means: (i) you; or (ii) any person who uses the Club Level Ticket in accordance with clause 3.3 or 3.4.

**“Website”** means the Club’s website, currently [www.arsenal.com](http://www.arsenal.com).

**“Women’s First Team”** means the Club’s women’s first XI.