

1. How the Club Level Waiting List works

- 1.1. A non-refundable £50 deposit per seat (the “**Deposit**”) is charged to join the Club Level Waiting List, redeemable against the cost of Club Level season tickets once they become available. Once you join the Club Level Waiting List, you will be allocated a reservation number to indicate your place on the Club Level Waiting List.
- 1.2. By paying the Deposit to The Arsenal Football Club PLC (the “**Club**”), you accept the terms and conditions set out herein.
- 1.3. In order to benefit fully from being on the Club Level Waiting List (including receiving relevant communications from the Club) you must ensure that the Club has your up-to-date contact details, including e-mail address.

2. Purchase of a Club Level Season Ticket

- 2.1. When you reach the relevant point on the Club Level Waiting List, you will be contacted and given the opportunity to purchase one Club Level season ticket per seat.
- 2.2. Upon accepting a Club Level season ticket, the full payment (minus the Deposit) will become due and, upon payment, you will become entitled to the full Platinum Membership benefits (subject to the terms of the Platinum Membership, available under the link “Arsenal Membership Scheme Terms and Conditions” at the URL <http://www.arsenal.com/ticket-membership-terms>).

3. Removal from the Club Level Waiting List

- 3.1. Should you decline to take up the Club Level Season Ticket when offered under paragraph 2.1 above, you may be removed from the Club Level Waiting List.

- 3.2. Should you breach:

- (i) the terms of any other agreement that you may have with the Club; or
- (ii) any Club terms and conditions applicable to you,

or, if you are, or become, subject to any banning orders whereby you are prohibited from attending football matches, the Club may, at its sole discretion, remove you from the Club Level Waiting List. The Club will notify you of this decision in writing no later than 30 days after you have been removed from the Club Level Waiting List.

- 3.3. If you wish to be removed from the Club Level Waiting List at any point, please notify the Club by email to boxoffice@arsenal.co.uk or post to The Box Office, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU.
- 3.4. If you are removed from the Club Level Waiting List under this paragraph 3, please be aware that your deposit is non-refundable and will not therefore be returned.

4. Opportunity to apply for match-by-match tickets

- 4.1. The Club endeavours, subject to availability, to provide a small allocation of Club Level tickets available for match-by-match purchase for members of the Club Level Waiting List only. The prices for such tickets will be determined by the Club in its absolute discretion and will vary depending on the location of the seats within Club Level.
- 4.2. For any home match for which the Club makes available an opportunity for members of the Club Level Waiting List to apply for match-by-match Club Level tickets in accordance with paragraph 4.1 (each an “**Eligible Match**”):
 - (i) you must notify the Club in writing not less than one month prior to the date of the Eligible Match that you wish to be included in the ballot;
 - (ii) the Club will complete the ballot not less than two weeks in advance of the date of the Eligible Match;

- (iii) the Club will notify you (provided you have applied under paragraph 4.2(i)) in writing whether you have been successful and payment will be taken; and
 - (iv) the Club will send you a paper ticket to allow access to the Eligible Match only.
- 4.3. The tickets sold by the Club to you under paragraph 4.2 will be located in the part of Club Level determined by the Club (in its absolute discretion) and you will not be able to select preferred seating locations.
- 4.4. You may cancel the tickets allocated to you pursuant to paragraph 4.1 and receive a full refund, provided such cancellation is notified to the Club in writing at least seven days prior to the date of the Eligible Match. The Club will not grant any refunds for cancellations made less than seven days prior to the date of the Eligible Match.
- 4.5. The Club reserves the right to change the date and/or time of any Eligible Match at any time. In the event that the time and/or date of an Eligible Match for which you have been allocated tickets in accordance with paragraph 4.1 is changed, you shall have the option to either retain your allocated Club Level tickets or received a full refund from the Club. The Club shall not otherwise be liable for any losses, costs or expenses that you may have incurred due to the change in time and/or date of such Eligible Match.
- 4.6. Any Club Level tickets allocated to you in accordance with paragraph 4.1 are subject to the “Club Level (Match-by-Match) Ticket Terms and Conditions” available at the URL <http://www.arsenal.com/ticket-membership-terms>.

5. Miscellaneous

- 5.1. Without prejudice to the provisions of paragraph 5.3, the Club shall not be in breach of, or be deemed to be in breach of, any provision of these terms and conditions if it fails to perform any of its obligations under these terms and conditions by reason of any fact, matter or circumstance which is outside the reasonable control of the Club.
- 5.2. The Club shall not be liable to you, whether in contract, tort or otherwise, for any indirect, special or consequential loss or damage, or for any loss of profit or revenue, loss of use or enjoyment, loss of business or contracts, or loss of opportunity. The aggregate liability of the Club to you in connection with these terms and conditions, whether in contract or tort, including negligence, or in any other way, shall not exceed the aggregate amount of the deposit paid by you as at the relevant date.
- 5.3. Notwithstanding any other provision of these terms and conditions, the Club does not seek to exclude or limit its liability for death or personal injury caused by the negligence of any of its officers, employees or agents.
- 5.4. The Club reserves the right to cancel or vary the Club Level Waiting List process at any time and at its sole discretion.
- 5.5. These terms and conditions are governed by, and shall be construed in accordance with, English law. The parties agree that the Courts of England have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising in connection with these terms and conditions and the parties submit to the exclusive jurisdiction of the English courts.