

# ARSENAL HOME ADVANTAGE PACK TERMS AND CONDITIONS FOR SEASON 2024-2025

## Who do these Arsenal Women Home Advantage Pack Terms and Conditions apply to?

These Terms and Conditions apply to any holder of a Home Advantage Pack or a Home Advantage Pack + for Arsenal Women's First Team Barclays Women's Super League matches held at Emirates Stadium during the 2024-2025 season.

#### **Key Terms**

You should take your time to familiarise yourself with all terms and conditions applicable to your Arsenal Women Home Advantage Pack. In particular, you should note:

- Benefits of holding a Home Advantage Pack: You can attend five (5) Barclays Women's Super League Matches at Emirates Stadium chosen by the Club.
- Benefits of holding a Home Advantage Pack +: You can attend eight (8) Barclays Women's Super League Matches at Emirates Stadium chosen by the Club. You will also receive priority access to away match tickets.
- If you have not attended any of the first three (3) Home Advantage Pack Matches or Home Advantage Pack + Matches, the Club may cancel your Home Advantage Pack(+). "Attended" means either attending the Match in person, transferring your ticket to someone who attended using Ticket Transfer, or putting your ticket up for sale on Ticket Exchange (regardless of whether it was sold). If your Home Advantage Pack(+) is cancelled, the Club will refund you for the remaining Home Advantage Pack Matches or Home Advantage Pack + Matches on a pro-rated basis
- To be eligible to renew or buy a new Home Advantage Pack or Home Advantage Pack + for the 2025-2026 season, you must have used your current Home Advantage Pack ticket for (i) at least three (3) out of the five (5) designated Home Advantage Pack Matches, (ii) or six (6) out of the eight (8) designated Home Advantage Pack + Matches during the 2024-2025 season.
- The issue of a matchday ticket as part of your Home Advantage Pack or Home Advantage Pack +
  and subsequent access to the Stadium is subject to the Terms and Conditions of Entry (as may be
  amended from time to time).
- By purchasing, accepting, holding and/or using a ticket issued as part of your Home Advantage Pack, you agree to not engage in or encourage directly or indirectly any conduct, act or statement, whether express or implied, that is discriminatory by means of race, religion or belief, gender, sexual orientation, disability, colour or national or ethnic origin, towards any Club employee (including consultants, contractors and temporary matchday staff, such as stewards), player, match official or other individual attending a Match whether you are within the Stadium or remotely, via any electronic communication, social media or otherwise.
- The Club will not provide you with a refund if you are not allowed entry into or are removed from the Stadium, or if your Home Advantage Pack is suspended or cancelled.
- If the Terms and Conditions are breached by anyone using your ticket, you may be held responsible, either alone or together with that User. Legal or disciplinary actions could be taken against you as a result of the User's breach.
- Each ticket is exclusively assigned to and intended for the personal use of the ticket holder, and its transfer is permissible only under the conditions stated in clause 5.3.



- Ticket holders may transfer tickets using Ticket Transfer, provided they comply with specific
  conditions, such as not selling tickets in excess of the ticket's face value and adhering to all Terms
  and Conditions, bearing responsibility for any breaches of those whom you have transferred
  tickets.
- Ticket holders can sell their tickets for individual Matches via Ticket Exchange.
- The unauthorised sale or disposal of a ticket may amount to a criminal offence and lead to police involvement, charges, and potential Club sanctions. Misuse of tickets, especially involving ticket touting, may result in suspension or cancellation of tickets.
- Use of automated software or systems to obtain tickets is prohibited and may result in ticket cancellations.
- The Club may issue an indefinite ban and cancel or suspend future tickets if we have reasonable grounds to suspect you have touted your tickets, or if we have reasonable grounds that the person you've transferred your ticket to is suspected of the offence.
- It is your responsibility to ensure that the email address registered with the Club is kept up to date.
- You do not have a right to cancel your Home Advantage Pack, and the price of the Home Advantage Pack is non-refundable. However, nothing in these Terms and Conditions will affect your legal rights.
- The Club will not provide any refunds if a Match is rescheduled.
- The Club may hold Matches behind closed doors or with reduced capacity due to legal or regulatory requirements, impacting your attendance and entitlements, but may offer refunds or partial refunds for such affected Matches.

The full terms and conditions, including more detailed information on each point mentioned, are contained in the Terms and Conditions provided below.

## 1. Interpretation

- 1.1 Unless expressly stated otherwise in these Terms and Conditions, all references to the Home Advantage Pack apply equally to the Home Advantage Pack +, and any reference to a holder of a Home Advantage Pack applies equally to holders of a Home Advantage Pack +.
- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 1.3 Any words following terms such as "including", "include", "in particular", "for example" or any other similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## 2. Issue of a ticket

- 2.1 The issue of a ticket and subsequent access to Emirates Stadium is subject to the Terms and Conditions of Entry (as may be amended from time to time), which can be found on or accessed via the Website or can be provided upon written request to the Club.
- 2.2 The Club, as selling agent for and on behalf of ASMCL, licenses you to use the Ticket issued to you pursuant to these Terms and Conditions. As a result, ASMCL will have all 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.

- 2.3 If you are a consumer, references in these Terms and Conditions to "you" are to the individual purchasing a Home Advantage Pack from the Club for private and non-commercial purposes.
- 2.4 If you are a business, references in these Terms and Conditions to "you" are to the business on whose behalf you are purchasing the Home Advantage Pack and you confirm that you have authority to bind that business in respect of the purchase of the Home Advantage Pack.
- 2.5 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 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 breach these Terms and Conditions due to any actions taken or omitted as a consequence of any such Applicable Law or Applicable Football Regulation.

#### 3. Benefits of Home Advantage Pack and Home Advantage Pack +

- 3.1 Each Home Advantage Pack holder shall be entitled to the following benefits during the Season:
  - (A) attendance at five (5) Barclays Women's Super League matches played by the Women's First Team during the Season at Emirates Stadium, such matches shall be chosen by the Club in its absolute discretion, (each a "Home Advantage Pack Match"), and to occupy the seat or, where applicable, safe standing area indicated by the Club in writing to you for such Home Advantage Pack Matches, save that:
    - (i) if the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, to hold any Behind Closed Doors Matches during the relevant Season, there is no guarantee that you will be able to attend any such Behind Closed Doors Matches. However, you will be entitled to a refund for the relevant Match in accordance with the Terms and Conditions of Entry;
    - (ii) if the Club is required by Applicable Law and/or Applicable Football Regulation or decides to hold any Reduced Capacity Matches during the relevant Season, there is no guarantee that you will be able to attend any such Reduced Capacity Matches, in which case the Club shall refund you for such Matches in accordance with the Terms and Conditions of Entry. The number of tickets available (if any) in respect of any such Reduced Capacity Matches will be determined in the Club's absolute discretion; or
    - (iii) if any Home Advantage Pack Match which was originally scheduled to be played at Emirates Stadium is relocated to be played at Meadow Park for any reason (which the Club shall be entitled to determine in its absolute discretion), you may not be entitled to a ticket in respect of such Match, in which case the Club shall refund you for such Matches in accordance with the Terms and Conditions of Entry.

For clarity, the Club intends for each Home Advantage Pack Match to be played at Emirates Stadium, which will be determined in the Club's absolute discretion. Your Home Advantage Pack and these Terms and Conditions shall apply to all Home Advantage Pack Matches regardless of the stadium in which such Match is played.



- 3.2 Each Home Advantage Pack + holder shall be entitled to the following benefits during the Season:
  - (A) attendance at eight (8) Barclays Women's Super League matches played by the Women's First Team during the Season at Emirates Stadium, such matches shall be chosen by the Club in its absolute discretion, (each a "Home Advantage Pack + Match") and to occupy the seat or, where applicable, safe standing area indicated by the Club in writing to you for such Home Advantage Pack + Matches, save that:
    - (i) if the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, to hold any Behind Closed Doors Matches during the relevant Season, there is no guarantee that you will be able to attend any such Behind Closed Doors Matches. However, you will be entitled to a refund for the relevant Match in accordance with the Terms and Conditions of Entry;
    - (ii) if the Club is required by Applicable Law and/or Applicable Football Regulation or decides to hold any Reduced Capacity Matches during the relevant Season, there is no guarantee that you will be able to attend any such Reduced Capacity Matches, in which case the Club shall refund you for such Matches in accordance with the Terms and Conditions of Entry. The number of tickets available (if any) in respect of any such Reduced Capacity Matches will be determined in the Club's absolute discretion; or
    - (iii) if any Home Advantage Pack + Match which was originally scheduled to be played at Emirates Stadium is relocated to be played at Meadow Park for any reason (which the Club shall be entitled to determine in its absolute discretion), you may not be entitled to a ticket in respect of such Match, in which case the Club shall refund you for such Matches in accordance with the Terms and Conditions of Entry.
  - (B) Subject to availability, priority access to ticket sales for all away matches played by the Women's First Team during the Season and which are made available for sale by the Club (the terms of such priority access, including the time period and number of tickets available for priority purchase, to be determined by the Club in its sole discretion).
    - For clarity, the Club intends for each Home Advantage Pack + Match to be played at Emirates Stadium, which will be determined in the Club's absolute discretion. Your Home Advantage Pack + and these Terms and Conditions shall apply to all Home Advantage Pack + Matches regardless of the stadium in which such Match is played.
- 3.3 If you hold a Home Advantage Pack and if for any reason the Club plays more than 5 (five) Barclays Women's Super League matches at Emirates Stadium during the Season, such additional matches shall not be included in the Home Advantage Pack. If you hold a Home Advantage Pack + and if for any reason the Club plays more than eight (8) Barclays Women's Super League matches at Emirates Stadium during the Season, such additional matches shall not be included in the Home Advantage Pack +. The Club will communicate to you which Matches are included in the Home Advantage Pack and Home Advantage Pack +.
- 3.4 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 the Stadium (or any other ground or stadium) for any match.
- 3.5 The Club will notify you from time to time, by way of notice in the matchday programme or on the Website, of the availability of any home matchday tickets for purchase and also the manner



or system which you must follow to purchase such tickets. The Club may impose limitations or restrictions on the means of ticket purchase at its discretion, whether for any particular match or otherwise.

## 3.6 The Club reserves the right to:

- (A) 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 matchday 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;
- (B) (save as otherwise expressly provided in these Terms and Conditions) substitute items or other benefits listed on the Website which are unavailable with similar items of equivalent value as the Club may from time to time decide in its sole discretion; and/or
- (C) restructure, change and/or withdraw any level and/or type and/or priority of the Home Advantage Pack ticket package and/or the associated benefits from season to season. Purchase of a particular Home Advantage Pack for one (1) season does not guarantee that such Home Advantage Pack, any other ticket package and/or the associated benefits will be available in the following season.
- 3.7 Any tickets purchased or used in relation to any Home Advantage Pack, 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.
- 3.8 Whilst the Club tries to ensure that pricing and ticketing information on the Website is correct, errors may arise from time to time. 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 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.

## 4. Issue of Home Advantage Pack

- 4.1 You shall pay the Fee to the Club (or as otherwise directed by the Club) on an annual basis. If you fail to pay the 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.
- 4.2 The Home Advantage Pack is a package of matchday tickets for (i) the Home Advantage Pack Matches referred to in <a href="clause">clause</a> 3.1(A) and (ii) the Home Advantage Pack + Matches referred to in <a href="clause">clause</a> 3.2(A). Your access to the Home Advantage Pack shall commence on the date of receipt of the appropriate Fee. Your Home Advantage Pack is valid for the Season (unless terminated earlier in accordance with these Terms and Conditions), after which it will expire (unless renewed).
- 4.3 Provided your access to the Home Advantage Pack has commenced in accordance with <u>clause</u> 4.2 above, the Club will email your matchday ticket for each of the (i) Home Advantage Pack Matches referred to in <u>clause</u> 3.1(A) (if you hold a Home Advantage Pack) or (ii) Home Advantage Pack + Matches referred to in <u>clause</u> 3.2(A) (if you hold a Home Advantage Pack +), to the email address registered with your Home Advantage Pack at least one (1) working day before the relevant Match. It is your responsibility to ensure that the email address the Club has for you is always



kept up to date. You can contact the Club to update your email address using the contact details in clause 11.

- The Club shall be entitled to cancel your Home Advantage Pack or Home Advantage Pack + if you have not attended any of the first 3 (three) of the Home Advantage Pack Matches (as referred to in clause 3.1(A) above) or Home Advantage Pack + Matches (as referred to in clause 3.2(A). For the purposes of this clause 4.4 and clause 4.5 below, "used" in respect of a Match shall mean: (i) your attendance in person; (ii) your use of Ticket Transfer to transfer your ticket for the Match provided that the recipient attends the relevant Match in person; and/or (iii) posting your ticket for the relevant Match for sale via Ticket Exchange (whether or not your ticket is sold). In the event that your Home Advantage Pack is cancelled in accordance with this clause 4.4, the Club shall refund you for the remaining (i) two (2) Home Advantage Pack Matches if you hold a Home Advantage Pack or (ii) five (5) Home Advantage Pack + Matches if you hold a Home Advantage Pack +, on a pro rata basis, in accordance with the Terms and Conditions of Entry.
- 4.5 You may not be invited to renew or entitled to purchase any other Home Advantage Pack for the 2025-2026 football season unless you have used your Home Advantage Pack ticket for (i) at least three (3) out of the five (5) Home Advantage Pack Matches as referred to in <a href="clause-3.1">clause-3.1</a>(A) above if you hold a Home Advantage Pack, or (ii) at least six (6) out of the eight (8) Home Advantage Pack + Matches as referred to in <a href="clause-3.2">clause-3.2</a>(A) above if you hold a Home Advantage Pack, at the Stadium during the 2024-2025 football season. For the purposes of this <a href="clause-4.5">clause-4.5</a> and <a href="clause-4.4">clause-4.5</a> and <a href="clause-4.4">clause-4.6</a> and <a href="clause-4.4">clause-4.6</a> and <a h

## 5. Use of Home Advantage Pack

- 5.1 Save as provided in clause 5.2 and clause 5.3 below, the Home Advantage Pack (and all associated rights and benefits) is issued for your personal use and you shall not, nor shall you attempt and/or take preparatory steps to, sell, dispose of, assign, transfer, loan, or otherwise deal with the Home Advantage Pack (or any ticket issued to you as part of your Home Advantage Pack) or the benefit of it to any other person without the prior written consent of the Club. Furthermore, you shall not use the Home Advantage Pack for any commercial purpose, save where you are NOT a consumer, and you are using it for corporate hospitality purposes which is not itself a business activity of that business). The reference to selling the Home Advantage Pack includes where, in the Club's reasonable opinion, a User: (a) offers, attempts, or takes preparatory steps to sell the Home Advantage Pack (or any ticket issued to you as part of the Home Advantage Pack) including via any website or online auction site; (b) exposes, attempts, or takes preparatory steps to expose a Home Advantage Pack (or any ticket issued to you as part of the Home Advantage Pack) for sale; (c) makes or attempts and/or takes preparatory steps, to expose Home Advantage Pack (or any ticket issued to you as part of the Home Advantage Pack) available for sale by another person; and/or (d) advertises that a Home Advantage Pack (or any ticket issued to you as part of the Home Advantage Pack) is available for purchase.
- The Home Advantage Pack (or any ticket issued to you as part of your Home Advantage Pack) may not 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 or travel package, other than (if you are NOT a consumer) for corporate hospitality which is not itself a business activity of that business (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 Football Association or the Club.

- 5.3 If you are unable to use your matchday ticket issued as part of your Home Advantage Pack for a particular Match, any ticket issued to you may be transferred to another person for his/her/their personal use only, provided that:
  - (A) such transfer is only made via 'Ticket Transfer' (and not by any other means);
  - (B) such transfer does not take place in return for any payment or benefit in excess of the face value of the ticket for that Match;
  - (C) 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, (if you are NOT a consumer) for corporate hospitality which is not itself a business activity of that business; and
  - (D) such transfer will be subject to the Terms and Conditions of Entry (including any requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club from time to time) which will (save for any rights to transfer the ticket under clause 5.2 and clause 5.3 or save for any rights to a refund) apply to and bind both the recipient and the User as if they were the original purchaser of the ticket for that Match only and you must inform the recipient or User of this. You are liable if the individual to whom you transfer your ticket breaches the Terms and Conditions of Entry. For example, if the Club has reasonable grounds to suspect that any such person has sold or transferred, or attempted or taken preparatory steps to sell or transfer your matchday ticket issued as part of your Home Advantage Pack to any third party, you and that person shall each be held liable for such breach of the Terms and Conditions of Entry; and
  - (E) you will provide the name, address, and contact details of your User when asked to do so by any official, steward or employee of the Club and/or any police officer.
- 5.4 You may offer for sale, sell, or resell your ticket issued as part of your Home Advantage Pack in respect of a particular Match to another supporter via Ticket Exchange (or via any other mechanism for the resale of tickets that the Club may put in place from time to time).
- 5.5 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. If any User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach and the Club's cancellation and suspension rights in clause 9 shall apply.

OR

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

Any physical or digital card, ticket or pass issued to you as part of the Home Advantage Pack will remain the property of the Club at all times and must be produced together with photographic evidence of the User's identity or the transferee of the Home Advantage Pack ticket via Ticket Transfer 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 any such card, ticket or pass at any time.



- 5.7 Any ticket which is obtained or used in breach of the Terms and Conditions of Entry shall be automatically void and all rights conferred or evidenced by such ticket shall be nullified. Any person seeking to use a ticket in breach of the Terms and Conditions of Entry in order to gain entry to the Stadium or remain at a Match may be considered to be a trespasser and will be refused entry to, or ejected from, the Stadium in respect of a particular Match and/or will have their Home Advantage Pack suspended, cancelled, or withdrawn. In the event of any suspension, cancellation, or withdrawal in accordance with this <u>clause</u> 5.7 no refund shall be payable for any unused or unexpired portion of the Home Advantage Pack. The Club further reserves its right to take any legal or disciplinary action against any person as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of the Home Advantage Pack.
- 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. This includes, but is not restricted to, conduct at any match, any men's first team match, and any under-23s and academy teams matches; all Club and Club Group Company events; while travelling to and from any Club-related match or event; and conduct relating to or in connection with the Club and any Club Group Company, its opponents and its on-field and off-field activities on social media.
- 5.9 Any Home Advantage Pack holder, acting alone or with others, whose conduct, or incitement of others, results in disciplinary action being taken 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 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 the ticket with the User's permission. The Club shall use its cancellation and suspension rights in clause 9 on you or any User of your ticket in the event that any User breaches these Terms and Conditions.
- 5.10 The unauthorised sale or disposal of a Match 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 if it has reasonable grounds to suspect that a Match ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking the law. We may also notify the Football Association 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. If you are convicted of a ticket touting offence, or we have reasonable grounds to suspect you have committed such an offence, or we have reasonable grounds to suspect that the person to whom you have transferred your ticket, in accordance with clause 4.4, has committed such an offence, the Club reserves the right, through its Sanctions Policy, to issue an indefinite ban and in accordance with clause 9, to cancel or suspend any tickets purchased for future Matches, without payment of any refund. Similarly, the Club may receive information from the police, the Football Association 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 <a href="mailto:dpo@arsenal.co.uk">dpo@arsenal.co.uk</a>.

- By entering the Stadium, 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 him/her/them and may also be used, by way of example and 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 for 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 a third party, such as a law enforcement body) to identify him/her/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. 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.
- 5.12 Save as set out in <a href="clause">clause</a> 5.13 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, 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 Football Association and/or the Club. The Club reserves the right to eject you from the Ground where you breach this <a href="clause">clause</a> 5.12.
- 5.13 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 by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including via social networking sites.
- 5.14 Save for official Club merchandise and/or other football-related clothing worn in good faith, you and any User shall not bring into, use, wear or display within the Stadium any sponsorship, promotional or marketing materials.
- 5.15 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 Stadium are public in nature and all persons attending agree that they shall have no expectation of privacy with regard to his/her/their actions or conduct at the Matches.



- 5.16 Further to <u>clause</u> 5.12 above, if such person is under eighteen (18) years of age, the parent, guardian, or responsible adult who is accompanying him/her/them into the Stadium shall be deemed to have provided consent on his/her/their behalf.
- 5.17 If a User is not 16 years old or over, his/her/their parent and/or guardian are also responsible for his/her/their actions, conduct and compliance with these Terms and Conditions and will be sanctioned in respect of any breach or non-compliance of these Terms and Conditions by the User younger than 16 years old.

#### 6. Lost or Stolen Tickets

The Club is not responsible for any matchday ticket which is lost, stolen, defaced, damaged or destroyed. The Club reserves the right to withdraw the duplicate ticket facility without notice. Please note that it is your responsibility to contact the Club and/or visit the Club's matchday ticket office on a matchday if you do not have access to your matchday ticket for that Match.

## 7. Changes to dates, refunds and exchanges

- 7.1 No guarantees are given by the Club that a Match will take place at a particular time or on a particular date or at a particular spectator capacity. 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 telephone Arsenal Fan Services (Tel: +44 (0) 20 7619 5000). No refunds shall be paid in respect of any Matches which are rescheduled and to which the ticket entitled the User to attend but which the User did not attend.
- 7.2 In addition, there are certain circumstances where the Club may be required by Applicable Law or Applicable Football Regulation, or may decide itself, to hold Behind Closed Doors Matches and/or Reduced Capacity Matches during a Season. In such instances, the Club reserves the right, without liability except as expressly provided in these Terms and Conditions, to reschedule any Match or, if necessary, play the Match out of view of the public or reduce the spectator capacity for the Match. If a Match is rescheduled, your Home Advantage Pack will enable you to attend the re-arranged Match, unless the Match is to be played out of view of the public or the spectator capacity is reduced and you are not offered the right to attend the Match (in which case, you will be entitled to a refund for the relevant Match in accordance with the Terms and Conditions of Entry).
- 7.3 The Club does not guarantee that the team for any particular Match will necessarily be selected from the regular Women's First Team players. The Women's First Team manager may consider it desirable on occasions to omit regular Women's First Team players and select the team from the full playing squad.

# 8. Concessionary Tickets

- 8.1 Concessionary tickets may only be used by persons that qualify for such tickets, as follows:
  - (A) "Junior" tickets may only be used by individuals under the age of eighteen (18) on 31 August of the relevant Season.
  - (B) "Young Adult" tickets may only be used by individuals aged eighteen (18) to twenty-four (24) (inclusive) on 31 August of the relevant Season.
  - (C) "Senior" tickets may only be used by individuals who will be aged sixty-six (66) or over on 31 August of the relevant Season.



- (D) "Disability Access" tickets may only be used by or for the benefit of individuals who are registered with the Club as members with disability access.
- 8.2 You are not permitted to sell or transfer a concessionary ticket to someone who is not eligible for such concession as set out above. All proven abuses of concessionary tickets will be dealt with severely. If any person enters or attempts to enter the Stadium with a concessionary ticket when they are not eligible for such concession as set out above, that person will be refused entry to, or ejected from the Stadium and have the relevant ticket issued as part of your Home Advantage Pack withdrawn. In such case, no refund will be given to you (including in respect of any games remaining in the Season if you are a Home Advantage Pack holder) and it may result in criminal prosecution.
- 8.3 If you hold a concessionary Home Advantage Pack and wish to transfer or sell a concessionary ticket for a specific Match via Ticket Transfer or Ticket Exchange, the purchaser or transferee will be required to pay the difference between the concessionary rate and the adult rate, based on the relevant match-by-match member ticket prices for that particular Match. Any additional charges will be clearly communicated to members prior to payment. For transfers or sales within the same category (concession to concession or adult to adult) via Ticket Transfer or Ticket Exchange, no additional upgrade charges will apply. Refunds will not be issued if a transfer or sale via Ticket Transfer or Ticket Exchange results in a downgrade from an adult ticket to someone eligible for a concession ticket.

#### 9. Suspension or Cancellation of Home Advantage Pack

- 9.1 The Club may remove you and/or any User from the Stadium and take any of the actions against you or such User as set out in <u>clause</u> 9.2 whom it, acting reasonably:
  - (A) believes to be the subject of a banning or other order prohibiting them from entering the Stadium or any other stadium;
  - (B) considers to have used any rude, foul, obscene, threatening, abusive, racial, homophobic, sexist, transphobic, or otherwise discriminatory language, gestures or behaviour towards any contractor, employee or agent of the Club, or any other spectator or official, in-person or remotely, via any electronic communication, social media or otherwise. This includes any language, gesture or behaviour relating to an individual's or group's race, nationality, ethnic or national origins, gender, sexual orientation, marital status, religion, age or disability and/or so-called "tragedy chanting" that reference disasters and/or fatalities;
  - (C) 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 authorisation, applicable to such person or entity or the Stadium; or (b) any restrictions imposed by the police or any other relevant authority in relation to any Match from time to time; or
  - (D) fails or refuses to provide photographic proof of identity when requested by any official, steward or employee of the Club or any police officer.
- 9.2 Without limiting any other remedies it may have, the Club shall have the right in its absolute discretion to:



- (A) suspend for a period determined by the Club, withdraw indefinitely or cancel any Home Advantage Pack (including the use of the ticket 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 tickets (including any associated benefits) for any future matches at the Stadium; and/or
- (C) provide the police and any other relevant authorities including FIFA, UEFA, the Football Association 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 or the Club has reasonable grounds to suspect such breach; and/or
- (ii) the Club reasonably suspects that entry into the Stadium 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.
- 9.3 Without limiting the general nature of <u>clause</u> 9.2, the following actions shall constitute a serious breach of the Terms and Conditions of Entry by a User and shall enable the Club to exercise its rights as described in <u>clause</u> 9.1 and/or <u>clause</u> 9.2 above:
  - (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 Club has reasonable grounds to suspect that the unauthorised sale or transfer, or any attempt or preparatory steps in respect of the unauthorised sale or transfer, of a ticket or any other product or service to any person, has taken place;
  - (E) the deliberate misuse of a ticket;
  - (F) the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive, racist, sexist, homophobic, transphobic or otherwise discriminatory (including any such language or behaviour relating to an individual's or group's nationality, gender, ethnic or national origins, religion, age or disability);
  - (G) the throwing of any object within the Stadium that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
  - (H) whether at the Stadium, or travelling to or from a Match fighting, or engaging in, inciting and/or threatening violence;
  - (I) bringing any of the following into the Stadium (or using them within the Stadium): alcohol; illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; drones; bottles; glass bottles or any other item that could be used as a weapon or compromise public safety or any other item prohibited from time to time under the Ground Regulations;
  - (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) any breach of clauses 5.7, 5.8, 5.9, 5.12 and/or 5.14 above;
- (M) any breach of the requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club;
- (N) any failure to pay when due any sums owing to the Club (or any third party) in respect of any Home Advantage Pack or any failure to pay when due any other amount payable under these Terms and Conditions or any other agreement between you and Club;
- (O) (being a body corporate) there is a change of control of you (within the meaning of section 840 of the Income and Corporation Taxes Act 1988), or application for an order is made, or resolution passed, for the winding up of you, application for an administration order is made, a provisional liquidator, receiver or administrative receiver or administrator is appointed, or a voluntary arrangement is proposed, in each case, in respect of you (or over any of your assets);
- (P) (being a partnership) you are dissolved or any event analogous to a dissolution occurs in any jurisdiction;
- (Q) a bankruptcy petition is presented against you; and/or
- (R) any event analogous to <u>clause</u> 9.3 (O), (P), or (Q) occurs in respect of you in any jurisdiction.
- 9.4 The Club may conduct security searches where it has reason to believe that any of the breaches set down in <u>clause</u> 9.1, <u>clause</u> 9.2 or <u>clause</u> 9.3 have either occurred or may occur.
- 9.5 Your Home Advantage Pack may also 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;
  - (B) prior to or while using the matchday ticket issued as part of your Home Advantage Pack, if the User is under investigation by the police, charged, cautioned or found guilty of any football related offence anywhere in the world; or
  - (C) the Club has reasonable grounds to suspect that you have searched for, reserved, bought, sold, transferred or otherwise obtained a ticket, or have attempted or taken preparatory steps to do so with the intention of selling or transferring it in breach of these Terms and Conditions.
- 9.6 The User must immediately surrender any physical or digital card, ticket or pass issued as part of the Home Advantage Pack upon request by a Club official or a police officer.
- 9.7 In the event that your Home Advantage Pack is suspended or withdrawn or cancelled in accordance with this <u>clause</u> 9:
  - (A) no refund shall be payable to you and/or a User in respect of any (i) unexpired portion of any Home Advantage Pack or (ii) 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 ticket;
  - (B) the Club reserves the right to exclude you and/or any User from any Club membership scheme and/or to disqualify you and/or any User from applying for any match-by-match



- ticket or Home Advantage Pack at its sole discretion and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason for such exclusion and/or disqualification);
- (C) the Club reserves the right to sell the seat associated with the relevant Home Advantage Pack to a third party immediately (i) following the cancellation or withdrawal of the Ticket, or (ii) for the period of suspension of the Home Advantage Pack; and
- (D) you and/or the User shall not be permitted to join any Home Advantage Pack waiting list (whether or not using the same or different contact details and/or payment card details as any suspended or cancelled Home Advantage Pack) during the period in which you are banned from attending matches at the Stadium.

#### 10. Right to Cancel

10.1 You do not have a right to cancel your Home Advantage Pack under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Other than as set out in these Terms and Conditions, the price of the Home Advantage Pack is non-refundable. 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.

#### 11. Contact

- 11.1 The Club can be contacted by email via our <u>Online Contact Form</u>, or by post addressed to Arsenal Women, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU or by phone on +44 (0)207 619 5000.
- 11.2 You should notify any change of address or email address to the Club immediately using the contact details provided in <u>clause</u> 11.1.

# 12. Exclusion of liability

- 12.1 Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, neither the Club nor any Club Group Company shall have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of your Home Advantage Pack and these Terms and Conditions, including admitting you and/or any other User to the Stadium for a particular Match, caused by any circumstances outside the Club's reasonable control including, (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation; and/or (ii) the exercise of any discretion by the Club in respect of the number, availability, prioritisation and/or allocation of tickets as a consequence of any capacity restrictions required by Applicable Law and/or Applicable Football Regulation.
- 12.2 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 negligence of the Club or any Club Group Company or the negligence of any of their 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.

#### 13. General

13.1 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 under



Applicable Law and/or Applicable Football Regulation). 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, sexist, transphobic or other discriminatory abuse, chanting or harassment (including any language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability). 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.

- 13.2 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 through the Website.
- 13.3 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.
- 13.4 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.
- 13.5 The Terms and Conditions of Entry together with (i) any information provided as part of any online or telephone ticket purchase process; and/or (ii) information provided to an individual attending the box office 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. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.
- 13.6 The Terms and Conditions of Entry are between you and the Club. With the exception of any 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 the Terms and Conditions of Entry. Nothing in the Terms and Conditions of Entry shall affect any right or remedy of a third party that exists or is available other than as a result of that Act.
- 13.7 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.



- 13.8 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your Home Advantage Pack and any dispute or claim, including any non-contractual disputes or claims, arising out of in connection with it, 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.
- 13.9 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 any 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).
- 13.10 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. 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 and/or you are 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 are subject and which is relevant to the Club and/or your rights or obligations under these Terms and Conditions.

"ASMCL" means Arsenal Stadium Management Company Limited.

"Behind Closed Doors Match" means a Match which the Club holds at the Stadium without any spectators in attendance.

**"Club"** means Arsenal Women Football Club Limited, a company registered in England and Wales under company number 3013967, with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU.

"Club Group Company" means, in respect of The Arsenal Women Football Club Limited, 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.

"Fee" means the relevant amount payable on an annual basis by you for your Home Advantage Pack as detailed in the application form and on the Website.

**"Football Authority"** means The Football Association, FIFA, UEFA, and/or any other relevant governing body of association football, and "**Football Authorities**" shall be construed accordingly.

"Ground Regulations" means those ground regulations issued by the Club and/or relevant stadium owner (if applicable) from time to time that set out the terms and conditions upon which spectators are granted entry to the relevant Stadium (copies of which are on display at the



relevant Stadium and on the Website) including any guidelines and/or codes of conduct issued by the Club and/or relevant stadium owner (if applicable) from time to time.

"Home Advantage Pack" means your entitlement to the benefits listed in <u>clause</u> 3 of these Terms and Conditions.

"Home Advantage Pack Match" has the meaning given in clause 3.1(A).

"Home Advantage Pack + Match" has the meaning given in clause 3.2(A).

"Match" and "Matches" refers to Home Advantage Pack Matches and Home Advantage Pack + Matches.

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

"Reduced Capacity Match" means a Match which the Club holds at the Stadium with reduced spectator capacity.

"Sanctions Policy" means the Club's policy determining sanctions for offences committed online or in/around Emirates Stadium, which can be accessed via the Website at https://www.arsenal.com/ticket-membership-terms.

**"Season"** means the 2024-2025 football season ending at the end of the day of the final match of the 2024-2025 football season.

"Stadium" means Emirates Stadium, London N7 7AJ or such other ground at which Arsenal Women play any of their home matches from time to time, including Meadow Park, WD6 5AL, also known as Mangata Pay UK Stadium.

"Terms and Conditions" means these terms and conditions governing the Arsenal Women Home Advantage Pack, including the issue and use of the physical or digital entry card, ticket or pass entitling you admission to certain matches played by the Women's First Team at the Stadium in accordance with the relevant Terms and Conditions of Entry. The Ground Regulations shall be incorporated in, and form part of, these Terms and Conditions. Any amendments to the Terms and Conditions and the Ground Regulations will be notified to you by being put on display at the Stadium and through the Website.

**"Terms and Conditions of Entry"** means the "Arsenal Women Home Ticket Terms and Conditions Season 2024-2025", the rules and regulations of each Football Authority, and the Ground Regulations, each as may be amended from time to time.

"Ticket Exchange" means the Club's authorised ticket resale facility made available by the Club from time to time, which provides an online secure service for holders of Home Advantage Packs to exchange tickets to games played by the Women's First Team with other supporters of the Club.

"Ticket Transfer" means the Club's authorised ticket transfer service made available by the Club from time to time, which provides an online secure service for holders of Home Advantage Packs to forward their Match tickets to any person within their network who is registered with an Online Box Office account.

"User" means: (i) you (including any of your representatives (e.g. employees, directors and/or other agents and guests thereof), if you are NOT a consumer); or (ii) any person who uses the matchday ticket issued as part of the Home Advantage Pack.

"Website" means the Club's official website currently located at www.arsenal.com.

"Women's First Team" means the Club's women's first XI.