



## **AWAY TICKET TRANSFER**

### **TERMS AND CONDITIONS**

These terms and conditions, together with the referenced documents, set out the terms upon which you may transfer Away Match Tickets. By offering or transferring an Away Match Ticket using the Away Ticket Transfer System, you confirm that you have read and agree to be bound by these terms and conditions. Any supporter admitted to an Away Match will also be bound by the Applicable Football Regulations, the Away Match Ticket Terms and Conditions (which are available at <https://www.arsenal.com/ticket-terms-conditions-mens>) and the Hosting Club's ticket terms and conditions.

#### **1. AWAY MATCH TICKET TRANSFER**

1.1 Gold Members, Platinum Members and Travel Club members (each, a **"Transferor"**) may transfer their Away Match Ticket through the Away Ticket Transfer System prior to the Transfer Deadline provided they are the original purchaser of the Away Match Ticket and provided that the person to whom they wish to transfer their Away Match Ticket (the **"Transferee"**) meets one of the following criteria:

(A) The Transferee is a Gold Member, Platinum Member or Travel Club member, possessing the requisite number of away loyalty points (as communicated by the Club in advance of the respective Away Match on the Website) eligible to purchase an Away Match Ticket for the relevant Away Match, provided such Gold Member, Platinum Member or Travel Club member does not already hold an existing Away Match Ticket for the respective Away Match in their Membership account; or

(B) The Transferee is a "Designated Recipient". Designated Recipients are subject to the following conditions:

(i) Transferors are permitted to establish a maximum of two (2) Designated Recipients during a single season, and once these selections have been made, they cannot be modified for the remainder of the relevant Season;

(ii) Designated Recipients are required to have purchased a Membership, such as a Red Membership, Silver Membership, Gold Membership, Platinum Membership, Junior Gunners Membership or Travel Club membership) in respect of the relevant Season;

(iii) Designated Recipients are not required to possess a specified number of away loyalty points; and

(iv) Designated Recipients must be included in the Transferor's Membership network, which can be accessed and managed through the "My Account" feature on the online box office platform.

1.2 Silver Members and Red Members are only permitted to transfer an Away Match Ticket in accordance with paragraph 1.1 via the Away Ticket Transfer System if (i) the Club, subject to availability, decides to allow Silver and Red Members to transfer their Away Match Tickets for the specific Away Match, and (ii) they are the original purchasers of the Away Match Ticket. Any Silver and Red Members permitted by



the Club to transfer their Away Match Tickets in accordance with this paragraph 1.2 shall be deemed to be a Transferor in accordance with paragraph 1.1

- 1.3 Designated Recipients are not permitted to transfer their Away Match Tickets.
- 1.4 The Transferee is not permitted to be a supporter who is subject to a banning order issued by the Club, whose Membership has been either suspended or cancelled, or who has committed any breach of obligations under any other agreement or terms and conditions with the Club. Additionally, the individual must not be undergoing disciplinary proceedings by the Club, any Football Authority, or relevant law enforcement agencies.
- 1.5 Matches for which Away Match Tickets may be transferred via Away Ticket Transfer, shall be determined by the Club in its sole discretion.
- 1.6 Subject to the foregoing, a Transferor may transfer an Away Match Ticket by clicking on the relevant "Away Match Ticket" link on the Away Match's information page on the Website. Subsequently, the Transferor must complete the applicable "transfer form" associated with the relevant Away Match. This entails filling out mandatory fields within the "transfer form", which includes but is not limited to providing the names, date of birth, Membership number, and email addresses of both the Transferor and Transferee. Additionally, the Transferor must confirm whether the Away Match Ticket is intended "for collection." It is important to note that transfers of Away Match Tickets can only be executed upon successful completion of the requisite "transfer form". Requests for transfers submitted through email or telephone will only be processed if express permission is provided by the Club.
- 1.7 The time periods for which an Away Match Ticket may be transferred via the Away Ticket Transfer System will be determined in the Club's sole discretion. The Away Ticket Transfer System for Away Match Ticket transfers will typically be open approximately two (2) weeks prior to the relevant Away Match and will close at the end of business (i.e. 5pm) approximately seven (7) days before the relevant Away Match. Please note that these details may be subject to change, particularly for rescheduled matches, European matches, or cup fixtures. Any such changes will be communicated to fans on the Website. The Transferor must ensure that the transfer is completed by the specified deadline (the "Transfer Deadline") when transferring an Away Match Ticket through the Away Ticket Transfer System.
- 1.8 Upon the completion and submission of the "transfer form," the Club will promptly notify the Transferor via email regarding the received request and subsequently specify whether the Away Match Ticket will be provided in physical form (i.e. a physical ticket delivered by post), digital form (i.e. an electronic ticket delivered by email) or designated as "for collection."
- 1.9 If a Ticket is successfully transferred through the Away Ticket Transfer System, the Club shall:
  - (a) send the Transferee a confirmation email; and
  - (b) send the Transferee a separate email containing a digital ticket, or in the case of a physical ticket designated as "for collection", the Club shall send the Transferee details relating to the designated collection point and collection timings. In exceptional circumstances (such as if it is not possible to email a print-at-home or digital ticket to the Transferee) the Club may send the Transferee a paper ticket by post.



- 1.10 In the case where the Away Match Ticket is a physical ticket rather than a digital ticket and the Transferee has successfully received a confirmation email pursuant to paragraph 1.9(a), the Transferor assumes the responsibility of delivering the respective Away Match Ticket to the Transferee following the Transferor receiving the physical ticket from the Club in the post.
- 1.11 In the case where the Away Match Ticket is a digital ticket rather than a physical ticket and the Transferee has successfully received a confirmation email pursuant to paragraph 1.9(a), the Transferor assumes the responsibility of delivering the respective Away Match Ticket to the Transferee following the Transferor receiving the electronic ticket from the Club via email.
- 1.12 In the event of any enquiries or concerns pertaining to the Away Match Ticket, the Club will only engage with the Transferee, who must be indicated as the recipient of the Away Match Ticket in the applicable "transfer form." Should the Club reject a transfer request upon reviewing the submitted "transfer form," in cases where the Transferee fails to satisfy the conditions outlined in paragraph 1.1, it will engage with the Transferor to resolve any questions or concerns regarding the Away Match Ticket.
- 1.13 Upon the successful transfer of an Away Match Ticket, the Club will not credit any away loyalty points to the Transferor's Membership account. Instead, away loyalty points will be credited to the Transferee's Membership account for the applicable Away Match, subject to the Transferee meeting the conditions outlined in paragraph 1.1(A). In cases where the Away Match Ticket is labelled as "for collection," the Transferee will only receive the allocated away loyalty points if they successfully collect the Away Match Ticket. If a Transferee fails to successfully scan the relevant Away Match Ticket at the turnstile of the Hosting Club's ground, resulting in the Away Match Ticket not being used, the Club will remove any away loyalty points that have been credited to the Transferee's Membership for the relevant Away Match. Away loyalty points will not be granted to Designated Recipients, and Transferors will not be entitled to any away loyalty points when transferring their Away Match Tickets to Designated Recipients.
- 1.14 The Club wishes to ensure that as many of the Club's supporters including Members have access to Away Match Tickets during a Season. Therefore, if an Away Match Ticket is designated as being "for collection" and the Transferee fails to collect an Away Match Ticket during a Season, (without reasonable cause as determined by the Club), the Club may deduct one (1) away loyalty point from the Transferee's Membership. Should the Transferee fail to collect an Away Match Ticket on a second occasion during the same Season (without reasonable cause as determined by the Club), then the Club may deduct an additional ten (10) away loyalty points from the Transferee's Membership. Should the Transferee fail to collect an Away Match Ticket on a third occasion during the same Season (without reasonable cause as determined by the Club), then the Club may deduct all of the remaining away loyalty points from the Transferee's Membership or consider further sanctions, at the Club's discretion.
- 1.15 All Away Match Ticket holders, whether Transferors or Transferees, must possess valid photo identification with their Arsenal digital Membership pass while attending Away Matches. They are required to present these documents upon request by any representative or employee of Arsenal or the Host Club.
- 1.16 Upon the successful transfer of an Away Match Ticket, a contract is formed between the Transferee and the Transferor. The Club is not a party to the contract but act as agent for the Transferor.



- 1.17 No administration fee will be payable for transferring an Away Match Ticket through the Away Ticket Transfer System.
- 1.18 Away Match Tickets transferred to a Transferee will be made available in accordance with these terms and conditions. Any acceptance of an Away Match Ticket by a Transferee is deemed acceptance of these terms and conditions.
- 1.19 You shall be responsible for any breach of these terms and conditions and/or the Away Match Ticket Terms and Conditions by a Transferee to whom you transfer any Away Match Ticket via Away Ticket Transfer or Ticket through the Away Ticket Transfer System and/or by any third party to whom an Away Match Ticket is transferred by a Transferee. If any such Transferee breaches any of these terms and conditions and/or the Away Match Ticket Terms and Conditions, you and that person shall each be held liable for such breach.
- 1.20 By using the Away Ticket Transfer System to complete the transfer of the Away Match Ticket, you warrant that you are legally capable of entering into binding contracts and are at least eighteen (18) years' old (or a parent or guardian has entered these terms and conditions on your behalf).

## **2. DISCLAIMER OF WARRANTIES**

- 2.1 If you are not a consumer, the Club provides the Away Ticket Transfer System on an "as is" basis and makes no representations or warranties of any kind with respect to the Away Ticket Transfer System or its content including (without limitation) implied warranties as to completeness, accuracy, satisfactory quality and fitness for a particular purpose, except to the extent required by law.
- 2.2 If you are not a consumer, the Club does not warrant that the Away Ticket Transfer System will meet your particular requirements or that it will be uninterrupted, timely, secure or error-free, nor does the Club make any warranty as to results or the accuracy of any information obtained by you through the Away Ticket Transfer System, except to the extent required by law.

## **3. CANCELLATION OF AN AWAY MATCH AND REFUNDS**

- 3.1 We give no guarantees that any Away 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 Away Matches are subject to revision and change due to broadcast coverage or other circumstances. We reserve the right, without liability save as expressly provided in the Away Match Ticket Terms and Conditions, to reschedule any Away Match or, if necessary, play the Away Match out of the view of the public or reduce the spectator capacity for the Away Match.
- 3.2 Any refund due under the Away Match Ticket Terms in respect of an Away Match Ticket using the Away Ticket Transfer System shall be credited to the payment card the Transferor used to buy the Away Match Ticket. This applies even if the Away Match Ticket was successfully transferred according to these terms and conditions.

## **4. MISCELLANEOUS PROVISIONS**

- 4.1 No waiver by us of any part of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you by notice in writing. If we fail to exercise or enforce any right under these terms and conditions such failure will not be deemed to be a waiver of that right nor



will it prevent us from exercising or enforcing that right on a later occasion.

- 4.2 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 4.3 We reserve the right to vary and/or update these terms and conditions from time to time without notifying you. Updated terms and conditions will be posted on the Website at <https://www.arsenal.com/ticket-terms-conditions-mens> and can be viewed by you at any time. We recommend that you access the Website regularly to ensure that you are aware of any changes. Changes to the terms and conditions will be deemed to have been accepted by you if you continue to use the Away Ticket Transfer System one week after updated terms and conditions are posted on the Website.
- 4.4 Each Transferor confirms to the Club that they possess authority to provide the Club with the necessary personal data of the Transferee for completion of the “transfer form”. 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 and the Club may be required to share their personal data with the Hosting Club for such purposes. 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 to identify and prevent violent and antisocial behaviour at matches, including sexist, racial, homophobic, transphobic or other discriminatory abuse, chanting or harassment (including, without limitation, any language or behaviour relating to an individual’s or group’s nationality, ethnic or national origins, marital status, religion, age or disability) 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. Any personal data of a User processed by the Hosting Club shall be subject to the Hosting Club’s privacy policy.
- 4.5 These terms and conditions, the Away Match Ticket Terms and Conditions, the Applicable Football Regulations, any other documents expressly referred to in the foregoing, 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 you and us in relation to the subject matter of these terms and conditions and supersede any prior agreement, understanding or arrangement between us and you, whether oral or in writing.
- 4.6 If you have any problems with your Away Match Ticket, please telephone Arsenal Supporter Services (Tel: +44 (0) 20 7619 5000). In addition, if you are a consumer, you can obtain further guidance and advice from Citizens Advice ([www.adviceguide.co.uk](http://www.adviceguide.co.uk)). Alternatively, you can contact The Independent Football Ombudsman at the following address: The Independent Football Ombudsman, Suite 49, 33 Great George Street, Leeds LS1 3AJ.
- 4.7 If you are a consumer, you have legal rights in relation to the Away Ticket Transfer System 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.
- 4.8 If you are a consumer, please note that these terms and conditions are governed by English law. This



means that your purchase of an Away Match Ticket and any dispute or claim arising out of or 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.

- 4.9 If you are NOT a consumer, these terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. You and we both irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims).

## 5. DEFINITIONS

**“Applicable Football Regulations”** 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 the Hosting Club and/or you and/or a User is required to comply with from time to time in respect of the Away Match.

**“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 the Hosting Club and/or you and/or any User is subject in respect of the Away Match and/or which is relevant to the Club and/or you and/or the User’s rights or obligations under these Terms and Conditions (as the case may be).

**“Away Match”** means a match played by the Club’s men’s first team at a ground other than Emirates Stadium.

**“Away Match Ticket”** means the physical or digital ticket (and/or any rights arising out of or in connection with the foregoing) for admission to an away match of the Club’s men’s first team.

**“Away Ticket Transfer System”** means the Website hosted “transfer form” controlled by the Club which enables a Transferor to transfer their Away Match Ticket to a Transferee pursuant to paragraph 1.6;

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

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

**“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-terms-conditions-other>.

**“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 Regulations”** means those ground regulations issued by the Hosting Club from time to time



that set out the terms and conditions upon which spectators are granted entry to the ground at which the Away Match is to be played (copies of which can be obtained upon request from the Hosting Club).

**"Hosting Club"** means the football club at whose ground the away match is to be played.

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

**"Membership"** means any of the membership schemes outlined under the definition of Member.

**"Premier League"** means the Football Association Premier League.

**"Reduced Capacity Match"** means an Away Match held with reduced spectator capacity.

**"Season"** means the relevant football season in which the Away Ticket is valid, ending at the end of the day of the final Match of the relevant football season.

**"User" means:** (i) you; or (ii) any Transferee who uses your Away Match Ticket.

**"Website"** means the Club's website, currently <https://www.arsenal.com/>.