



CUP SCHEME TERMS AND CONDITIONS
SEASON 2024-2025

Key Terms

You should take your time to familiarise yourself with all Terms and Conditions applicable to the Cup Scheme. In particular, you should note:

- These Terms and Conditions apply to season ticket holders who opt in to purchase the Cup Scheme.
- The Cup Scheme is **not** available to season ticket holders whose Seats are located within the “no UEFA” price bands.
- If you have opted in to the Cup Scheme, you are entitled to use your Seat for the following 2024-2025 season Cup Matches, unless otherwise specified in these Terms and Conditions:
 - Every FA Cup home match played by the Men’s First Team at the Ground.
 - Every home match played by the Men’s First Team in the UEFA Champions League knock-out stage at the Ground.
- The Cup Scheme only grants access to Cup Matches during the 2024-2025 season and does not cover the FA Cup Semi-Final or Final, Football League Cup matches, or UEFA Champions League Semi-Final (Away Leg) or Final, but the Club will provide details on how to purchase tickets for these matches if we qualify.
- If you opt-in to the Cup Scheme, the Club will automatically charge the payment card you selected when you opt in to purchase the Cup Scheme on a match-by-match basis for each Cup Match during the 2024-2025 season, and will attempt to notify you via email before each charge, with payment details also available on the website.
- You are responsible for updating the Club with any changes to your payment card details.
- If the Club cannot process your payment and you don't resolve the issue in time, your Cup Scheme won't be activated, and your Seat will be forfeited and made available to another Member.
- You can cancel your Cup Scheme within 14 days of the enrolment window closing, as long as you have not used your pass to attend any Cup Match, by submitting a request through the Club's online help centre: <https://arsenalfc.freshdesk.com/support/tickets/new>.
- The issue of a Cup Scheme Ticket and subsequent access to the Ground is subject to the Terms and Conditions of Entry (as may be amended from time to time). The Terms and Conditions of Entry incorporate 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> or via the Premier League’s website at <https://www.premierleague.com/publications> or can be provided upon written request to the Club.
- By purchasing, accepting, holding and/or using a Cup Scheme Ticket, you agree not to 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 Ground or remotely, via any electronic communication, social media or otherwise.
- 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 a failure to comply with either of the bullet points above and any requirements and/or supporter codes of conduct issued by the Club from time to time.



- The Cup Scheme is for the use of supporters of the Club only. By purchasing the Cup Scheme and/or using any physical or digital pass issued as part of your Cup Scheme, you confirm that you are a supporter of the Club and/or that you are not a supporter of the Visiting Club.
- The Club will not provide you with a refund if you are not allowed entry into or are removed from the Ground, or if your Cup Scheme is suspended or cancelled.
- If the Terms and Conditions are breached by anyone using your Cup Scheme Ticket, you may be held responsible, either individually or jointly with that User. Legal or disciplinary actions could be taken against you as a result of the User's breach.
- Each Cup Scheme Ticket is exclusively assigned to and intended for the personal use of the Cup Scheme holder, and its transfer is permissible only under the conditions stated in clause 6.3.
- Subject to the competition organiser's requirements and restrictions, you may be able to transfer your Cup Scheme Tickets using Ticket Transfer, provided you comply with specific conditions, such as not selling Cup Scheme Tickets above the Cup Scheme Ticket's face value and adhering to all Terms and Conditions, bearing responsibility for any breaches of those whom you have transferred Cup Scheme Tickets.
- Subject to the competition organiser's requirements and restrictions, Cup Scheme holders can sell their Cup Scheme Tickets for individual Cup Matches via Ticket Exchange.
- The unauthorised sale or disposal of a Cup Scheme Ticket may amount to a criminal offence and lead to police involvement, charges, and potential Club sanctions. Misuse of the Cup Scheme, especially involving ticket touting, may result in suspension or cancellation of your Cup Scheme and Membership.
- If you are registered with the Club as a Disability Access Member, [clause 7](#) is applicable to you.
- You are required to keep your membership details up to date and to inform the Club immediately of any changes to your contact details used upon purchase the Cup Scheme.
- 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.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).



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.

“Behind Closed Doors Match” means a Cup Match which the Club holds at the Ground without any spectators in attendance.

“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>.

“Cup Matches” means as defined in clause 1.1 (and **“Cup Match”** shall be construed accordingly).

“Cup Scheme” means a scheme that allows a season ticket holder who has enrolled onto the scheme to automatically purchase Cup Scheme Tickets for every Cup Match during the 2024-2025 season subject to these Terms and Conditions.

“Cup Scheme Ticket” means any physical or digital pass issued to you as part of your Cup Scheme in respect of a particular Cup Scheme Match.

“Football Authority” means the Football Association, 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 any guidelines and/or supporter codes of conduct issued by the Club from time to time.

“Guest” means a relative, friend, or colleague of a Cup Scheme Ticket holder who would be entitled to use any physical or digital pass issued as part of a Cup Scheme Ticket under the Terms and Conditions of Entry.

“Junior Gunner” means a Member between the ages of 4 and 16.



“Material” means any audio, visual or audio-visual content, or any related information or data.

“Member” means a member of a Membership Scheme (and **“Membership”** shall be construed accordingly).

“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.

“Reduced Capacity Match” means a Cup Match which the Club holds at the Ground with reduced spectator capacity.

“Sanctions Policy” means the Club’s policy on determining sanctions for offences committed online or in/around Emirates Stadium, which can be accessed via the Website at <https://www.arsenal.com/ticket-terms-conditions-other>.

“Seat” means the seat (or seats) in the Ground to which your Cup Scheme relates.

“Season” means the 2024/2025 season in which the Cup Scheme is valid, ending at the end of the day of the final Cup Match of the relevant football season.

“Terms and Conditions” means these terms and conditions (as amended from time to time) governing the issue and use of a Cup Scheme 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 of conduct issued by the Club from time to time, 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.

“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 Cup Scheme Tickets to exchange Cup Scheme Tickets to games played by the Club with other Members of the Club and, where permitted by the Club from time to time, 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 Cup Scheme Tickets to forward their Cup Scheme Tickets to any person within their network who is registered with an Online Box Office account.

“User” means: (i) you; or (ii) any person who uses the Cup Scheme Ticket in accordance with clause 6.3 or 6.4.

“Visiting Club” means the football club playing against the Club in respect of the Cup Match.

“Website” means the Club’s website, currently www.arsenal.com.

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



1. Issue of the Cup Scheme

- 1.1 The issue of the Cup Scheme for the 2024-2025 season is conditional upon you providing your valid payment card details to the Club which you acknowledge may be used by the Club to take payment from you automatically on a match-by-match basis for your Seat for every Cup Match during the 2024-2025 season. **By providing your payment card details to the Club you are committing to purchase your Seat for every Cup Match during the 2024-2025 season.**
- 1.2 The issue of the Cup Scheme and subsequent access to the Ground for a Cup Match 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 to you upon written request. The Terms and Conditions of Entry incorporate the Commitment, which can be accessed via the Website at <https://www.arsenal.com/ticket-terms-conditions-other> or via the Premier League's website at <https://www.premierleague.com/publications> or can be provided to you upon written request.
- 1.3 The Cup Scheme is for the use of supporters of the Club only. By applying for the Cup Scheme and/or using any physical or digital pass issued as part of your Cup Scheme, you hereby warrant and represent that you are a supporter of the Club.
- 1.4 The Club, acting as a selling agent for and on behalf of ASMCL, licenses you to use the Cup Scheme under these Terms and Conditions. As a result, ASMCL will hold all rights and obligations of the Club under these Terms and Conditions and your rights and obligations shall apply solely against ASMCL.
- 1.5 These Terms and Conditions, including all rights granted to you and the obligations of the Club herein, 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.

Payment

- 1.6 The Club shall use the payment card details you provided to the Club pursuant to clause 1.1 above to take payment from you automatically on a match-by-match basis in respect of your Seat for each Cup Match during the 2024-2025 season. Prior to each Cup Match, the Club shall use reasonable endeavours to notify you by email (using the email address registered to your Membership account) of the date on which the Club expects to use such payment card details to take payment for your Seat for the relevant Cup Match and the amount to be charged to your payment card for your Seat in respect of the relevant Cup Match. Information regarding payment dates and ticket pricing for Cup Matches will also be published on the Website from time to time.
- 1.7 It is your responsibility to keep the Club informed of any changes to the payment card details you provided to the Club pursuant to clause 1.2 above.
- 1.8 If the Club is not able to take payment from you automatically for a particular Cup Match using the payment card details you provided to the Club pursuant to clause 1.1 above and/or, having been notified of such payment failure by the Club, you fail to make payment directly to the Club within such period of time as reasonably required by the Club:



- (A) your Cup Scheme shall not be activated for the relevant Cup Match and you will not be permitted entry to the Ground to use your Seat for the relevant Cup Match; and
- (B) your Seat for the relevant Cup Match shall be forfeited by the Club and shall be made available by the Club to another Member for purchase.

2. Right of cancellation

- 2.1 You may cancel your Cup Scheme within fourteen (14) days of the date of the closure of the Cup Scheme enrolment window (in the enrolment window in which you enrolled), provided that no digital or physical pass issued to you as part of the Cup Scheme has been used to attend any Cup Match, by submitting a cancellation request to the Club's online help centre at <https://arsenalfc.freshdesk.com/support/tickets/new>.
- 2.2 Save as set out in these Terms and Conditions, the purchase of your Cup Scheme 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 those legal rights.

3. No Automatic Renewal

Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the particular Seat indicated on the Cup Scheme Ticket in any subsequent Season.

4. Admission to the Ground

- 4.1 By holding a Cup Scheme Ticket to gain access to the Ground for a Cup Match, 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, the Commitment).
- 4.2 In order to gain admission to the Ground, the digital pass issued to you as part of your Cup Scheme Ticket must be downloaded to the wallet of your mobile device and you shall only be entitled to gain admission to the Ground after the digital pass has been validated by the control readers located at the appropriate turnstiles. The Ground access stewards will refuse admission to any person if the digital pass is not so validated by such control readers. You are responsible for ensuring that your mobile phone is functional and able to display the digital pass issued to you as part of your Cup Scheme Ticket. Once the digital pass issued to you as part of your Cup Scheme Ticket has been scanned by the access control readers at the Ground and entry granted to you for the relevant Cup Match, any subsequent attempts to enter the Ground for the same Cup Match using the same digital pass will be denied.
- 4.3 If, for any reason, it is decided that any Cup Match is to be played at another stadium, then one alternative physical or digital pass will be issued to you in respect of that Cup Match. Any such passes will be either sent electronically or by post by the Club to you at your home address or email address (as the case may be) associated with your Membership account.
- 4.4 No refunds shall be paid if you have purchased your Cup Scheme but do not attend a Cup Match.



- 4.5 All persons (including children) must have a valid physical or digital Cup Scheme Ticket pass 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 Cup Scheme Ticket for the relevant Cup Match.
- 4.6 Subject to the provisions of clause 1 above, your Cup Scheme permits you to occupy the Seat (or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion or if required to do so by the relevant Football Authority) for each Cup Match during the 2024-2025 season. All access to the Ground pursuant to a Cup Scheme Ticket shall be for the purposes of private enjoyment of the relevant Cup Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 4.7 Save as set out in clause 4.8 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 Cup 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 Premier League and/or the Club.
- 4.8 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, via social networking sites.
- 4.9 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 Cup Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 4.7 above, or pursuant to clause 4.8 above, or otherwise) is hereby assigned to the Club, 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 Club) to promptly execute all instruments and do all things necessary to vest the right, title, and interest in such rights to the Club absolutely and with full title guarantee.
- 4.10 Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear or display within the Ground any sponsorship, promotional or marketing materials.
- 4.11 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 4.7 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.



- 4.12 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, the Commitment, and any requirements and/or supporter code of conduct issued by the Club from time to time).
- 4.13 Any attempt to gain access to the Ground wearing or carrying apparel (including, hats and/or scarves) that demonstrate support for the Visiting Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.

5. Other tickets

- 5.1 The Cup Scheme will not entitle you admission to the Ground for any matches other than Cup Matches during the 2024-2025 season. For the avoidance of doubt, your Cup Scheme will not entitle you admission to the Ground, or the right to purchase tickets, for any of the following matches which the Men's First Team may qualify for during the 2024-2025 season:

- (A) the FA Cup Semi-Final or Final; or
- (B) any Football League Cup matches; or
- (C) the Semi-Final (Away Leg) or Final of the UEFA Champions League,

however, details on how you may apply to purchase a ticket for any such matches which the Club qualifies for will be made available by the Club on the Website.

- 5.2 No preference can be given to you in respect of any matches played at the Ground in which the Club is not participating.
- 5.3 The Cup Scheme will not entitle you to admission to the Ground to watch any matches played by the Women's First Team or any of the Club's academy teams.

6 Use of Cup Scheme

- 6.1 Save as provided in clauses 6.3 and 6.4 below, the Cup Scheme and/or Cup Scheme Ticket and all associated rights and benefits are issued for your sole personal use and you shall not, nor shall you attempt and/or take preparatory steps to, sell, dispose of, assign, transfer, lend or otherwise deal with, the Cup Scheme and/or Cup Scheme Ticket or the benefit of it to any other person without the prior written consent of the Club. Furthermore, you shall not use the Cup Scheme and/or Cup Scheme Ticket for any commercial purpose (other than, if you are NOT a consumer, only for corporate hospitality which is not itself a business activity of that business). The reference to selling the Cup Scheme and/or Cup Scheme Ticket includes where, in the Club's reasonable opinion, a User: (a) offers, attempts or takes preparatory steps, to sell a Cup Scheme and/or Cup Scheme Ticket including, via any website or online auction site; (b) exposes, attempts or takes preparatory steps, to expose a Cup Scheme and/or Cup Scheme Ticket for sale; (c) makes, attempts or takes preparatory steps, to make a Cup Scheme and/or Cup Scheme Ticket available for sale by another person; and (d) advertises that a Cup Scheme and/or Cup Scheme Ticket is available for purchase.

- 6.2 The Cup Scheme and/or Cup Scheme Ticket 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; (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 Club.

6.3 Subject to the competition organiser's requirements and restrictions, you may transfer your Cup Scheme Ticket to another person for 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 your Seat for that Cup 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; and
- (D) such transfer will be subject to the Terms and Conditions of Entry (including, the Commitment, and all requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club) which will apply to and bind the recipient as if they were the original purchaser of the Cup Scheme Ticket for that Cup Match only (save that the recipient will not have any rights to transfer under clauses 6.3 and 6.4 nor any rights to a refund under clause 11) and you must inform the recipient of this and procure that they shall comply with the Terms and Conditions of Entry. You will be held liable if the individual to whom you transfer your Cup Scheme Ticket breaches the Terms and Conditions of Entry. For example, if the Club has reasonable grounds to suspect that that any such person has sold or transferred, or attempted or taken preparatory steps to sell or transfer, a Cup Scheme Ticket to any third party, you and that person shall each be held liable for such breach of the Terms and Conditions of Entry.

6.4 Subject to the competition organiser's requirements and restrictions, you may offer for sale, sell, or resell a Cup Scheme Ticket to another Member via Ticket Exchange (or via any other mechanism for the resale of Cup Scheme Tickets that the Club may put in place from time to time).

6.5 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 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. If the User breaches any Terms and Conditions of Entry, you and that User shall each be held liable for such breach.

6.6 Any physical or digital card, ticket or pass issued to you as part of the Cup Scheme will remain the property of the Club at all times and must be produced together with photographic I.D. if required to do so by any official, steward or employee of the Club or any police officer, and such photographic I.D. must match the name registered with the Club for the owner of the Cup Scheme Ticket or the transferee of the Cup Scheme Ticket via Ticket Exchange or Ticket Transfer (as the case may be). The Club reserves the right to de-activate any digital pass issued to you as part of



your Cup Scheme at any time and/or require the immediate return of any physical card, ticket or pass at any time. Any digital pass issued to you as part of your Cup Scheme must only be downloaded onto your personal mobile device and the Club is not responsible for any such digital pass which is downloaded onto a third-party device or located on a lost or stolen device.

- 6.7 Any Cup Scheme Ticket which is obtained or used in breach of the Terms and Conditions of Entry (including the Commitment) shall be automatically void and all rights conferred or evidenced by such Cup Scheme Ticket shall be nullified. Any person seeking to use a Cup Scheme Ticket in breach of the Terms and Conditions of Entry (including the Commitment) in order to gain entry to the Ground or remain at a Cup Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Cup Match and/or may have their Cup Scheme suspended, cancelled, or withdrawn. In the event of any suspension, cancellation, or withdrawal in accordance with this clause 6.7, no refund shall be payable for any Seat purchased by the holder for Cup Matches. The Club 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 Cup Scheme.
- 6.8 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 a Cup Match using the Cup Scheme Ticket with the User's permission.
- 6.9 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 Cup Match, any other men's first team match, any women'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.
- 6.10 The unauthorised sale or disposal of a Cup Scheme 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 Cup Scheme 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 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. 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 Cup Scheme Ticket, in accordance with clause 6.3, has committed such an offence, the Club reserves the right, through its Sanctions Policy, to issue an indefinite ban and in accordance with clause 13, to cancel or suspend the Cup Scheme, without payment of any refund. 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 Cup Scheme 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.

- 6.11 If the Club finds that (i) your Ticket Transfer network includes individuals suspected of ticket touting, or (ii) you have acquired multiple Tickets using different Membership accounts for a single Match, or (iii) the original purchaser of your Cup Scheme Ticket, or any individual to whom you have transferred or assigned your Cup Scheme Ticket via Ticket Transfer or Ticket Exchange, has been identified by the Club as participating in ticket touting, or (iv) there is evidence suggesting your Membership account is used by someone else in an unauthorised manner (as indicated by payment card details, email addresses, phone numbers, or IP addresses used for Ticket purchases), and/or the Club has reasonable grounds to suspect your involvement in a ticket touting offence, or someone else's involvement in a ticket touting offence whilst using your Membership account, the Club reserves the right to temporarily suspend your Membership account and any Cup Scheme Tickets purchased for future Matches while the Club conducts an investigation into the activity associated with your Membership account. Following its investigation, if the Club determines there are sufficient grounds to believe you are implicated in a ticket touting offence or if your Membership account is implicated in a ticket touting offence, the Club shall issue an indefinite ban, through its Sanctions Policy, and cancel or suspend any Cup Scheme Tickets purchased for future Matches in accordance with clause 13, without payment of any refund.
- 6.12 The (i) use of any automated software or computer systems, (ii) generation of multiple email addresses via "alias" email address software or the use of any "hide my email" software, or (iii) employment of a virtual private network to conceal an IP address from the Club, to search for, reserve, manage, buy or otherwise obtain Cup Scheme Tickets is strictly prohibited. This includes sending information from your computer to another computer where such software or system is active. If the Club reasonably believes that you have searched for, reserved, managed, bought or otherwise obtained Cup Scheme Tickets using, or with the assistance of, all software referenced in this clause 6.12, the Club may cancel your Cup Scheme Tickets (and any subsequent Cup Scheme 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 Membership 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 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 Cup Scheme Ticket has been purchased using such software.
- 6.13 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, in televised coverage of the relevant Cup Match) 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 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, 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.

- 6.14 All persons attending Cup Matches acknowledge that the Cup 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 they shall have no expectation of privacy with regard to their actions or conduct at the Cup Matches.
- 6.15 Further to clause 6.14 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 Ground shall be deemed to have provided consent on their behalf.
- 6.16 If a User is not 16 years old or over, their parent and/or guardian are also responsible for their actions, conduct and compliance with these Terms and Conditions (including the Commitment).

7 Members with Disability Access

- 7.1 This clause 7 applies to you if you have a Ticket and are registered with the Club as a Disability Access Member.
- 7.2 You will be required to submit an Access Requirement Form (which can be found at <https://www.arsenal.com/disabilityaccessmembership>) outlining your disability requirements, together with such supporting documentation as required by the Club, to apply to be registered with the Club as a Member with Disability Access. You will then be contacted by a member of the Disability Liaison Team so that we can better understand your access requirements. All applications will be considered by the Disability Liaison Team on a case-by-case basis. The Disability Liaison Team's decision as to your eligibility for Disability Access shall be final.
- 7.3 If you are registered with the Club as a Member with Disability Access, your continued eligibility for Disability Access shall be subject to periodic review as and when required by the Club.
- 7.4 You must bring your current Ticket with you, and a form of photographic identification, when attending a Match. If you will be attending a Match with a personal assistant, your personal assistant must also bring their Ticket with them.
- 7.5 If you will be attending a Match with a personal assistant, your personal assistant is responsible for providing you with the support you require for attending the Match and they must be at least ten (10) years of age, provided you are at least eighteen (18) years old. If you are below eighteen (18) years of age, your personal assistant must be at least eighteen (18) years of age. If the Club reasonably considers that your personal assistant is not providing you with the support you require for attending the Match or is not able to, the Club reserves the right to eject you and your personal assistant from the Ground without refund.
- 7.6 If you have a personal assistant, your personal assistant must not attend Matches on their own or with any non-disabled person.



- 7.7 If you are unable to attend a Match, please notify the Disability Liaison Team as soon as possible so that we can help you to sell, transfer or donate, via the Disability Liaison Team, your Ticket to another disabled supporter, a charity or local disability organisation.
- 7.8 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 Cup Scheme. It may also result in criminal prosecution.
- 7.9 Contact details for the Disability Liaison Team are as follows (and may be updated from time to time on the Website):
- Telephone: +44 (0)20 7619 5000 (9.30am to 5pm Monday to Friday and matchdays)
 - Online: Submit an enquiry at <https://arsenal.fc.freshdesk.com/support/tickets/new>

8 Unavailability of seats

- 8.1 The Club reserves the right, in its sole discretion, to allocate to you, on a temporary basis, an alternative seat anywhere in the Ground, including:
- (A) when the stand or part of the stand in which your Seat are allocated is located is closed for repairs, maintenance or re-building;
 - (B) to comply with the requirements of any Football Authority;
 - (C) when the visiting club is allocated the entire or any part of the stand at the Ground usually occupied by you; or
 - (D) when the Club, the police or any other relevant authority or Football Authority otherwise considers it desirable in the interests of safety, crowd control or other Club requirements to re-allocate your Seat.

Where the Club is not able to provide you with an alternative seat (or seats) in such circumstances, the Club shall refund you the amount you have paid to the Club in respect of your Seats for the relevant Cup Match.

- 8.2 As far as possible, details of any Cup Matches at which there will be a re-allocation of the Seat to which the Cup Scheme Ticket applies will be notified on the Website and, where practicable, in advance in the Club's home match day programme.

9 Repairs and maintenance

- 9.1 The Club will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to 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 any 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 a Cup Scheme 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, any part of the Ground if, pursuant to clause 8 or otherwise, it provides you with an alternative seat (or seats) at the Ground or any other stadium where the Men's First Team plays its home football matches in any competition.



- 9.2 The Club has the right to charge you for the cost of repairs, maintenance, replacement or cleaning of any part 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.
- 9.3 The Club and each of its employees, agents or contractors shall have the right at any time to carry out emergency repairs to any part 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.

10 Pricing and ticket information

Whilst the Club tries to ensure that pricing and ticketing information is correct, errors may arise from time to time. If the Club discovers an error in the price or nature of the Cup Scheme Ticket you have ordered, the Club will inform you as soon as reasonably practicable and give you the option to confirm your order at the correct price/specification or to cancel 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 (including booking fees) if you have paid for your Seat for the relevant Cup Match.

11 Changes to dates, refunds, and exchanges

- 11.1 No guarantees are given by the Club that a Cup Match will take place at a particular time or on a particular date or at a particular spectator capacity. The Club reserves the right, without notice and liability except as expressly provided in these Terms and Conditions, to reschedule any Cup Match or, if necessary, play the Cup Match out of view of the public or reduce the spectator capacity for the Match. If a Cup Match is rescheduled, your Cup Scheme Ticket will enable you to attend the re-arranged Cup Match unless the Cup Match is required 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 Cup Match (in which case the provisions of clause 11.2 shall apply).

- 11.2 In respect of:

- (A) any Behind Closed Doors Matches; and/or
- (B) any Reduced Capacity Matches which you are not offered the right to attend (including in circumstances where you are allocated a general admission Cup Scheme Ticket for that Cup Match but the spectator capacity for that Cup Match is subsequently reduced and your Cup Scheme Ticket is cancelled by the Club),

the Club shall refund you the amount you have paid to the Club (if any) in respect of your Seats or the relevant general admission Cup Scheme Ticket (as the case may be) for the relevant Cup Match, as stated in the pricing schedule notified to you by the Club and/or published on the Website.

- 11.3 The dates and kick-off times of all Cup 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).



11.4 The Club does not guarantee that the team for any particular Cup Match will necessarily only be selected from the regular Men's First Team players. The manager of the Men'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.

12 Any lost or stolen physical digital passes for Cup Matches

Please note that it is your responsibility to contact the Club if the mobile phone you have downloaded the digital pass issued to you as part of your Cup Scheme Ticket has been lost or stolen, or if you do not have access to any physical or digital pass issued to you for that Cup Match for any other reason. A duplicate Cup Match physical or digital card, ticket or pass may be issued to you, at the Club's sole discretion, upon payment by you of a non-refundable administration fee of £10.00 at the Club's match day Cup Scheme Ticket office. The Club reserves the right to require photographic proof of identity and to withdraw the duplicate facility for any particular Cup Match without notice.

13 Cancellation and withdrawal of Cup Scheme Ticket

13.1 The Club may remove you and/or any User from the Ground and take any of the outlined in clause 13.2 whom it, acting reasonably:

- (A) believes to be the subject of a banning or other order prohibiting them from entering the Ground 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 Ground; 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.

13.2 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 Cup Scheme (including the use of the Cup Scheme 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 Cup Scheme Tickets (including any associated benefits) for any future matches at the Ground; and/or
- (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 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.

13.3 Without limiting the general nature of clause 13.2, 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 clauses 13.1 and/or 13.2 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 Cup Scheme Ticket or any other product or service to any person, has taken place;
- (E) the deliberate misuse of a Cup Scheme Ticket;
- (F) any misrepresentation in relation to clause 1.3 above;
- (G) the possession of any banner or flag bearing offensive, obscene, abusive, racist, sexist, homophobic, transphobic or otherwise discriminatory material or slogans;
- (H) 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;
- (I) whether at the Ground, or travelling to or from a Match fighting, engaging in, inciting and/or threatening violence;
- (J) 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 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;



- (K) entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
 - (L) the supply of any misleading or incorrect information in any application;
 - (M) breach of the terms of any Membership Scheme;
 - (N) any breach of clauses 4.7, 4.10, 4.13 or 6.9 above;
 - (O) any breach of the requirements stipulated by Applicable Law, Applicable Football Regulation and/or the Club;
 - (P) any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment; and/or
 - (Q) any failure to pay when due any sums owed to the Club (or any third party) in respect of the Cup Scheme or any other agreement between you and the Club.
- 13.4 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 13.1, 13.2 and 13.3 have either occurred or may occur.
- 13.5 Your Cup Scheme 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 Cup Scheme, 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 Cup Scheme Ticket, or have attempted or taken preparatory steps to do so with the intention of selling or transferring the ticket in breach of these Terms and Conditions.
- 13.6 The User must immediately surrender any physical or digital card, ticket or pass issued as part of the Cup Scheme upon request by a Club official or a police officer.
- 13.7 In the event that your Cup Scheme is withdrawn or cancelled or suspended in accordance with this clause 13:
- (A) no refund shall be payable to you and/or any User in respect of any Cup Scheme Ticket. 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 Cup Scheme Ticket;
 - (B) the Club reserves the right to exclude you and/or any User from any Membership Scheme and/or to disqualify you and/or any User from applying for match ticket or season ticket 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 Cup Scheme to a third party immediately (i) following the cancellation or withdrawal of the Cup Scheme, or (ii) for the period of suspension of the Cup Scheme;
- (D) if your Cup Scheme 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; and
- (E) you and/or the User shall not be permitted to re-apply for Membership or join any season ticket waiting list (whether or not using the same or different contact details and/or payment card details as any suspended or cancelled Cup Scheme) during the period in which you are banned from attending matches at the Ground.

14 Undertakings

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

- (A) use the Seat 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 the Commitment), and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other 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 no part of the Ground to which you or any other User may be granted access are damaged (fair wear and tear excepted).

14.2 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.

15 Security

The Club shall take all reasonable precautions to maintain the security of the Ground 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 Ground (including any property left behind by you (or any other User) in the Ground). Notwithstanding the foregoing, the Club shall be entitled to dispose of any property left behind by you or any other User in the Ground.

16 Use of concessionary Cup Scheme Tickets

16.1 Concessionary-priced Cup Scheme Tickets may only be used by persons that qualify for such Cup Scheme Tickets, as follows:



- (A) "Team JGs" Cup Scheme Tickets may only be used by individuals aged four (4) to eleven (11) (inclusive);
 - (B) "Young Guns" Cup Scheme Tickets may only be used by individuals aged twelve (12) to sixteen (16) (inclusive);
 - (C) "Cannon" Cup Scheme Tickets may only be used by individuals aged seventeen (17) or eighteen (18) and who were either part of the Young Guns or the Cannon for the whole of the previous Season or who have otherwise become Cannon members by 31 August in the relevant Season;
 - (D) "Young Adult" Cup Scheme Tickets may only be used by individuals aged nineteen (19) to twenty-four (24) (inclusive) of the relevant Season;
 - (E) "Senior Citizen" Cup Scheme Tickets may only be used by individuals aged sixty-six (66) or over during the relevant Season; and
 - (F) "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.
- 16.2 You are not permitted to sell or transfer a concessionary-priced Membership Cup Scheme Ticket to someone who is not eligible for such concession as set out above. All proven abuses of concessionary Memberships will be dealt with severely. Any person entering, attempting to enter or having entered the Ground with a concessionary priced ticket when they are not eligible for such concession will be refused entry to, or ejected from, the Ground and have the Cup Scheme Ticket withdrawn and the Member who sold or transferred their concessionary Membership Cup Scheme Ticket to that person will have their relevant Cup Scheme Ticket and Memberships withdrawn. In such case, no refund will be given to you in respect of any games remaining in the Season.
- 16.3 If you hold a concessionary Cup Scheme and wish to transfer or sell a concessionary ticket for a specific Cup 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 Cup Match, rather than the discounted Cup Scheme rate. 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, additional upgrade charges will not 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.

17 Notices

- 17.1 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 on the Website at <https://www.arsenal.com/Cup Scheme Ticket-terms-conditions-mens>.
- 17.2 You should immediately notify the Club of any change to your email address by using the online facility on the Website by logging onto www.arsenal.com/membership.



18 Exclusion of liability

18.1 If you are a consumer, the following terms shall apply subject to clause 18.3:

18.1.1 The Club only provides you with use of the Cup Scheme Ticket for your domestic and private use and you agree not to use the Cup Scheme 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.

18.1.2 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 Cup Scheme Ticket.

18.1.3 The Club shall not be responsible for any interruptions and/or restrictions to the view of the Cup Match caused by virtue of the position of the Seat and/or the actions of other spectators.

18.1.4 Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, the Club shall not have any 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 Cup Match, caused by any circumstances outside the Club's reasonable control including, as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation; and/or the exercise of any discretion by the Club in respect of the availability, prioritisation and/or allocation of Cup Scheme Tickets in respect of any Reduced Capacity Matches.

18.2 If you are NOT a consumer, the following terms shall apply subject to clause 18.3:

18.2.1 The Club hereby excludes any liability for loss, injury, or damage to persons and/or 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.

18.2.2 The Club shall not be responsible for any interruptions and/or restrictions to the view of the Cup Match caused by virtue of the position of the Seat and/or the actions of other spectators.

18.2.3 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 a Cup Match or Cup Matches, caused by any circumstances outside the Club's reasonable control including, as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation; and/or the exercise of any discretion by the Club in respect of the availability, prioritisation and/or allocation of Cup Scheme Tickets in respect of any Reduced Capacity Matches.

18.2.4 Subject to clause 18.3, the Club's total liability in respect of your use of the Cup Scheme in respect of a particular Season or any breach of these Terms and Conditions in respect of a particular



Season, 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 in respect of any Cup Scheme Tickets issued to you as part of the Cup Scheme Ticket for that particular Season. The Club will have no further, or other, liability whatsoever, including for any indirect or consequential loss or damage.

- 18.3 Notwithstanding any provision in these Terms and Conditions, the Club does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by the Club's negligence or the negligence of any of its officers, employees, or agents; (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.

19 General

- 19.1 If you are a consumer, references in these Terms and Conditions to "**you**" are to the individual using the Cup Scheme Ticket for private and non-commercial purposes.

- 19.2 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 Cup Scheme Tickets and you confirm that you have authority to bind that business in respect of the purchase of the Cup Scheme Tickets.

- 19.3 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. 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) and with enforcing sanctions under the Commitment. We may also share your data to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. Each User's personal data provided to the Club shall be processed, stored and transferred in accordance with the Club's privacy policy available at the Website.

- 19.4 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.

- 19.5 You acknowledge that the Club may fulfil any of its obligations under these Terms and Conditions through 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 except each Football Authority, no other person 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.



- 19.6 The Terms and Conditions of Entry (including the Commitment) 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.
- 19.7 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.
- 19.8 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.
- 19.9 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, meaning that your use of the Cup Scheme 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 the Club both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

- 19.10 If you have any problems with your Cup Scheme, 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). 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.