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Terms and Conditions for Beyonce & Jay Z 2018

### **Manchester City Football Club Limited**

## **Event Ticket Terms and Conditions**

The following terms and conditions apply to Tickets for Events purchased from the Club (the "Event Ticket T&Cs"). By entering the Stadium with a Ticket(s) purchased from the Club, Ticket holders will be taken to have accepted these Event Ticket T&CS.

In these Event Ticket T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

"Club" means Manchester City Football Club Limited (company number: 00040946) whose registered office is at the Etihad Stadium, Etihad Campus, Manchester M11 3FF;

"Event" means the Beyonce & Jay Z concert scheduled to take place at the Stadium at the time and date specified on the Ticket;

"Ground Regulations" means the 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 Stadium, a copy of which is available on the Website;

"Stadium" means the Etihad Stadium, Etihad Campus, Manchester, M11 3FF;

"Ticket(s)" means any standard ticket(s) relating to the Event (For the avoidance of doubt, this shall exclude hospitality tickets for the Event to which alternative terms and conditions shall apply, which can be found on the Club's Website); and

"Website" means the Club's website, currently found at the URL www.mancity.com.

- 1. The Club is authorised to sell Tickets for the Event on behalf of the promoter/organiser of the Event. Some promoters/organisers have their own terms and conditions, which may also apply to the purchase and use of Tickets for the Event. Should there be any inconsistency between a promoter/organiser's terms and conditions and these Event Ticket T&Cs, these Event Ticket T&Cs shall take precedence.
- 2. A Ticket booking is not confirmed or guaranteed until full payment is received by the Club via an accepted payment method.
- 3. Tickets may be in the form of paper, mobile/bar code, email, wristband or chip technology or such other form that becomes available over time as determined by the Club.
- 4. Only persons holding a valid Ticket will be admitted to the Event.
- 5. A Ticket may be invalid if any part of it is removed, altered or defaced. The Club will not be responsible for any Ticket that is lost, stolen, damaged or destroyed and cannot duplicate any such Tickets.
- Tickets are valid for one admission only and no pass-outs will be permitted.
- 7. Ticket sales are limited to a maximum of 4 Tickets per person. Tickets may be purchased on behalf of another individual, provided (i) the purchase is made for a fee or benefit no greater in value than the face value of the Ticket, and (ii) the individual adheres to and is bound by these Event Ticket T&Cs
- 8. A child aged under 14 may not enter the Stadium unless accompanied by an adult aged 18 or over, and that child must be in possession of a valid Ticket for the Event they are attending.
- 9. Children aged under 12 cannot enter the standing area for the Event and must have a valid ticket for one of the seated areas.
- 10. Children aged 14 or 15 may buy a Ticket without the need for an accompanying adult. Only one ticket for a child aged 14 or 15 may be purchased in a single transaction unless at least one Ticket for a person aged 18 or over is also purchased in that transaction.



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- 11. Security officers at the Event are entitled to conduct security searches of persons and belongings. Any refusal to allow such searches will result in Ticket holders being refused entry to, or removed from, the Event. Ticket holders shall provide their name and address when asked to do so by any official, steward or employee of the Club.
- 12. The Club shall take reasonable steps to admit latecomers at a suitable break in the Event but cannot guarantee admission.
- 13. Ticket holders acknowledge that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used in televised coverage of Events and/or for promotional or marketing purposes by the Club or other third parties and use of Tickets to enter the Stadium constitutes consent to such use.
- 14. Tickets may not be offered as a prize in any promotions, competitions, sweepstakes or for other commercial purposes without the prior written consent of the Club. Any Ticket obtained by such means may be deemed invalid.
- 15. Tickets must not be exchanged or resold unless the Club offers an authorised ticket exchange or resale facility. The unauthorised resale or purchase of a Ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. If the Club suspects that an individual has unlawfully re-sold a Ticket, their Tickets and any Tickets that have been re-sold will be rendered invalid and the Club shall be entitled to refuse admission to any person holding such a Ticket, or remove them from the Event. This conduct shall be deemed to be a serious breach of these Event Ticket T&Cs.
- 16. Tickets are non-refundable unless the Event is cancelled, postponed or there is a material change to the programme of the Event (that is, a change to the Event, which in the opinion of the Club, makes the Event materially different to the Event which Ticket holders could reasonably expect). In such cases, Ticket holders will be entitled to claim a refund from the Club. The refund for Tickets equals the face value of the Tickets purchased plus the relevant booking and delivery fee per Ticket. In order to claim a refund, please apply in writing to Manchester City Football Club, Etihad Stadium, Etihad Campus, Manchester M11 3FF, FAO: Customer Services Team, enclosing unused Tickets, within 2 weeks of the announcement of the cancellation, postponement or material change to the Event. Refunds shall only be made to the purchaser of the Ticket(s). These Event Ticket T&Cs do not affect a Ticket holder's statutory rights as a consumer.
- 17. All advertised timings are approximate and subject to change. No refunds will be payable as a result of the Event not running to the advertised times.
- 18. The Club reserves the right to amend the published details of the Event and where such amendments are not deemed to be material changes (in the opinion of the Club), refunds will not be payable and the Club will not be liable for any other costs or losses resulting from such amendments.
- 19. The Club reserves the right to provide alternative seats at an Event to those specified on the Ticket, provided they are of equal value to the seat specified on the Ticket.
- 20. Holders of unreserved or standing Tickets acknowledge that the view may be restricted by other individuals and the Club shall not accept any liability in relation to this.
- 21. The Club shall have no liability for:
  - a. any loss, theft or damage to property or belongings brought into the Stadium, other than where loss or damage results from the Club's negligence;
  - b. any indirect or consequential loss or damage;
  - c. loss of enjoyment; or
  - d. travel or accommodation costs in any circumstances.
- 22. Nothing in these Event Ticket T&Cs shall exclude or limit the Club's liability for death or personal injury caused by its negligence, or for any other form of liability that by law may not be excluded or limited.



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- 23. All Ticket holders must abide by Ground Regulations and any other applicable laws, rules and regulations.
- 24. Save as regards mobile telephones and cameras used for personal and private use only, Ticket holders shall not bring into (or use within) the Stadium any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to an Event or any aspect of it. Any person acting in breach of this provision may have such equipment confiscated and/or will be required to deliver up any tapes, films, disks or other recordings or data to the Club.
- 25. The Club does not tolerate homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other). Any Ticket holder who is found or is reported to be abusing any member of the audience, member of staff or any other individual in or around the Stadium will face arrest and prosecution by the police. The Club reserves the right to impose a ban on the offending Ticket holder with no refund being given.
- 26. The Club reserves the right, at its absolute discretion, to eject a Ticket holder from the Stadium, refuse a Ticket holder entry to the Stadium or ban a Ticket Holder for a period of time determined by the Club, if:
  - a. the Ticket holder breaches any of these Event Ticket T&Cs (or the Club has reasonable grounds to suspect such breach);
  - b. the Ticket holder is prohibited (by law or otherwise) from attending the Stadium or any other event venue anywhere in the world; or
  - c. the Ticket holder engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in conditions 25 and 25 and the prohibited behaviour listed in the Ground Regulations) in or around the Stadium or other event venue anywhere in the world.
- 27. Without prejudice to the general nature of condition 26, the following actions shall constitute a serious breach of these Event Ticket T&Cs:
  - a. smoking in designated non-smoking areas (including the smoking of electronic cigarettes which is banned in the Stadium);
  - b. being (or appearing to be) intoxicated;
  - c. persistent standing in seated areas whilst the Event is in progress;
  - d. the deliberate misuse of a Ticket;
  - e. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - f. the throwing of any object within the Stadium that may cause injury or damage to people or property;
  - g. the use of foul, obscene, abusive and/or racist language and/or gestures;
  - h. the chanting of anything of an indecent or racist nature;
  - i. fighting, or engaging in and/or inciting violence;
  - j. bringing any of the following into the Stadium (or using them within the Stadium): illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
  - k. bringing any food or drink into the Stadium that has been purchased outside of the Stadium;
  - 1. bringing any items into the Stadium which artists performing at the Event have specifically asked to be prohibited;
  - m. entering the performing area, the backstage area or any other prohibited areas;
  - $n. \quad \text{the supply of any misleading or incorrect information in any application; and} \\$
  - o. any breach of condition 24 above.
- 28. All Tickets will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Event Ticket T&Cs at any time. Tickets must be produced along with evidence of identity if required by any official, steward or employee of the Club or any police officer.
- 29. Possession of a Ticket does not confer any rights on the Ticket holder to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos or other intellectual property appearing on the Ticket, or used in connection with the Event.



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- 30. Ticket holders acknowledge and agree that the personal data provided by them to the Club in the purchase and use of a Tickets shall be collected, stored and used by the Club in accordance with the Data Protection Act 1998 and the Club's Privacy Policy (available at www.mcfc.co.uk/common/privacy).
- 31. Persons requiring wheelchair bays or walking ambulant seats at the Event should contact the Club directly on +44 (0)161 444 1894 (option 5) to purchase Tickets. Proof of disability (that is, statement of high, medium or low mobility/living allowance as issued by the DWP) will be required and any Tickets purchased will be placed on hold for 7 (seven) working days whilst the Club awaits such proof. If the proof is not received by the end of this period, the Tickets will be released for sale and the Ticket holder will be issued with a refund. Proof of disability can be sent to <a href="mailto:access@mancity.com">access@mancity.com</a> or posted to Manchester City Football Club, Etihad Stadium, Etihad Campus, Manchester, M11 3FF, FAO: Customer Services Team.
- 32. The Club will provide a free personal assistant seat for Ticket holders with wheelchair bays and will provide Ticket holders with walking ambulant seats with a free personal assistant seat if it is deemed necessary. Please be aware that the availability of both wheelchair bays and walking ambulant seats is limited and the Club operates allocation on a first-come first-served basis. The Club cannot guarantee that free personal assistant seats will be directly adjacent to the wheelchair bays, however they will be located on the same row. Tickets for friends and family are available to purchase for Ticket holders with wheelchair bays or walking ambulant seats and whilst the Club will try to ensure that groups are sat together, the number of seats available for this purpose is subject to availability and cannot be guaranteed.
- 33. Persons suffering from a temporary mobility restrictions that may affect access to the Etihad Stadium should contact the Club's Access Team ahead of the concert to arrange alternative seating (subject to availability). Please note the Access Team will endeavour to resolve on the day requests for accessible seating, but this is subject to availability.
- 34. Parking is not included in the Ticket price and shall be operated on a 'pay on the day' basis and subject to the Club's separate Car Park Terms and Conditions.
- 35. Please note that special effects (e.g. strobe lighting) may be used during the Event and that exposure to loud noise is likely.
- 36. The Club reserves the right to amend these Event Ticket T&Cs from time to time. It is the Ticket holder's responsibility to check the Event Ticket T&Cs on the Website before attending the Event, in case of any amendments since the purchase of the Ticket(s).
- 37. If any provision of these Event Ticket T&Cs is found to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions of these Event Ticket T&Cs.
- 38. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Event Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 39. These Event Ticket T&Cs shall be governed by and interpreted in accordance with English law and the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.