



# **Academy Stadium One-Off Match Ticket Terms & Conditions 2019/20 Season**



## Academy Stadium

### One-Off Match Ticket Terms and Conditions

The following terms and conditions (the “**Ticket T&Cs**”) apply to all purchases of Tickets (as defined below). Before purchasing a Ticket, please ensure that you have read these Ticket T&Cs carefully. By purchasing a Ticket, you acknowledge that you have read, understood and agree to be bound by these Ticket T&Cs.

#### **1. Definitions and Interpretation**

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

<b>"Address"</b>	the addresses of Purchasers and Guests provided to the Club upon application for the purchase of Tickets, or such other addresses as may be notified by Purchasers or Guests to the Club in accordance with condition 9 below;
<b>"Club or MCFC"</b>	Manchester City Football Club Limited;
<b>"Conditions of Entry"</b>	the Ground Regulations and the rules and regulations of the Football Association, any other relevant governing body and any third-party organisers;
<b>"Entry Materials"</b>	means paper tickets, cards or activations of existing cards, print at home or email tickets, mobile tickets, electronic tickets, access cards and/or any other documents or items required for entry to the Ground for the relevant Match;
<b>"Force Majeure Event"</b>	any circumstances outside the reasonable control of the Club including, without limitation, acts or threatened acts of terrorism, strikes, lockouts, industrial disputes or other restraints or stoppages of labour, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule or direction, rules or instructions of any regulatory body (including, without limitation the Premier League, Football Association and the FA WSL), inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm;
<b>"Group Booking"</b>	a booking of 12 Tickets or more;
<b>"Ground"</b>	City Football Academy Stadium (as may be renamed from time to time), 400 Ashton New Road, Manchester, M11 4TQ;
<b>"Ground Regulations"</b>	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 Ground, a copy of which is available on the Website;
<b>"Guest"</b>	a natural person who is a guest of a Purchaser and is permitted to use a Ticket bought by a Purchaser in accordance with condition 5 below;
<b>"Match"</b>	the relevant match to be played at the Ground;
<b>"MCFC Ground"</b>	the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
<b>"Purchaser"</b>	a person purchasing any number of Tickets;
<b>"Ticket"</b>	a ticket for a Match; and



"Website" the MCFC website found at [www.mancity.com](http://www.mancity.com) or any other website that may be used to sell Tickets or display match information from time to time.

**2. Purchase and Payment**

- 2.1. Tickets are sold subject to the sales criteria applicable to each Match which shall be published on the Website in advance of each Match. By applying to purchase one or a number of Tickets and / or using Entry Materials to gain entry to the Ground for a Match, you hereby warrant and represent that you will qualify under the sales criteria and that you will abide by any Conditions of Entry.
- 2.2. By applying to purchase one or a number of Tickets, you are making an offer to the Club. A contract for the supply of a Ticket and any associated benefits shall be created when the required payment has been received (which, for the avoidance of doubt, means when cleared funds are received) by the Club and the Club has issued Entry Materials.
- 2.3. Purchasers may purchase Tickets by using any of the following purchase methods:
- via the Website\*;
  - over the telephone by calling 0161 444 1894\*; or
  - in person at the ticket office at the MCFC Ground.

\*please note that booking fees (including any relevant VAT) may apply to the purchase of each Tickets that are purchased online and/or by telephone – please see the relevant sales criteria and/or promotional materials for details

- 2.4. The price payable for each Ticket shall be as set out in the sales information and/or on the Website, or as otherwise notified by the Club from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT. The Club may from time to time offer Tickets at promotional prices and/or offer discounts for buying more than one Ticket. Any such promotions may be available for a limited time only and will be subject to any terms and conditions outlined within the promotional literature.
- 2.5. The sale of Tickets is subject to the Purchaser providing the Club with full payment of the relevant price at the time of booking. Purchasers who provide the Club with debit or credit card payment details authorise the Club to use those details to fulfil payment of the price and other fees attributable to the relevant Ticket(s).
- 2.6. The Club only accepts payments made by:
- cash in pound sterling (for Tickets purchased at the ticket office at the MCFC Ground only and, if applicable, the ticket machines located at the Ground);
  - valid credit card;
  - valid Visa debit card; or
  - valid Mastercard debit card.
- 2.7. If the payment method or details are declined when the Club attempts to retrieve payment for any Tickets or any other associated fees:
- the Club will use reasonable endeavours to contact the Purchaser (using the contact details provided by the Purchaser to the Club in their application) to arrange payment;
  - the Ground's access control system will not permit the holder(s) of the affected Tickets entry to the relevant Match(es) until sufficient payment is received;
  - the affected Tickets may be cancelled if the Club is not successful in contacting the Purchaser having made reasonable attempts to do so and the Purchaser has not contacted the Club; and



- d. the Purchaser will be liable to the Club for any bank, other administrative charges and / or expenses incurred by the Club as a result of the Purchaser's breach of this condition 2.7.
- 2.8. The Club always tries to ensure that pricing and ticketing information provided by the Club (including but not limited to, via the Website, on any literature or by a sales representative) is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to any Ticket which has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Club will then provide the Purchaser with the option of reconfirming the order at the correct price/product description or cancelling the order. If the Club is unable to contact the Purchaser having made reasonable attempts to do so, the Club will treat the order as cancelled. If the order is cancelled or treated as cancelled, the Club will provide a full refund to the Purchaser using the payment details provided (less any booking fees incurred). If valid payment details have not been provided, no further action will be taken by the Club. It is the Purchaser's responsibility to ensure that MCWFC has the correct payment details.
- 2.9. Once purchased, a Purchaser shall not be entitled to change their Ticket(s), save that a concessionary Ticket can be upgraded subject to an additional fee being paid. Such an upgrade can be arranged by contacting Supporter Services on 0161 444 1894 no later than 24 hours before the Match kick-off time or in person at the ticket office at the MCFC Ground prior to the Match kick-off.
- 2.10. Concessionary prices may be offered for certain categories of fans from time to time, such as children, young people, seniors and disabled supporters. Purchasers and/or Guests should check the sales criteria, any promotional material and/or information displayed on the Website for details of concessionary rates offered, if any. Guests under a certain age may need to be accompanied by an adult aged 18 years or over and there may be restrictions on the numbers of tickets that may be purchased in a single transaction for certain categories of ticket.
- 2.11. **Children under Four:** Purchasers and/or Guests should be aware that a child aged 4 and under may enter the Ground for free without Entry Materials if accompanied by an adult aged 18 or over with valid Entry Materials and/or Ticket, but that child will not be permitted to have its own seat (where relevant). For the avoidance of doubt, any supporters aged 5 and over will require their own Entry Materials and/or Ticket.
- 2.12. Group Bookings may be made by email only to [groupbookings@mancity.com](mailto:groupbookings@mancity.com).
- 2.13. The Club will provide a Purchaser with a full refund in respect of any Ticket, provided that the Ticket is cancelled / returned no later than 7 days before the date of the relevant Match. A refund will only be issued on production of satisfactory identification that the individual requesting the refund is the Purchaser.
- 2.14. As attendance at the Match is a leisure activity to take place on a particular date, the cancellation rights granted to consumers pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply to Ticket purchases.
- 2.15. From time to time the Club may sell Tickets as agent for third party organisers. In such circumstances, the Tickets will be subject to the relevant terms and conditions of any such third-party organiser.
- 3. Dispatch of Entry Materials**
- 3.1. Entry Materials shall be sent to Purchasers and / or activated once an application to purchase Tickets has been accepted and full cleared payment has been received by the Club.



- 3.2. If notified by the Club, the Purchaser and/or Guest may be required to collect their Entry Materials in person at the ticket office at the MFCF Ground in order to enable the Club to verify their identification or other details regarding the Purchaser's order.
- 3.3. The Club shall not have any liability to any Purchaser or Guest for any non-delivery or late delivery of any Entry Materials, documents or other materials dispatched by the Club to the Purchaser and/or Guest resulting from the actions, omissions, malfunctions or interruptions of any postal services or incomplete or inaccurate personal details or Addresses provided to the Club.

**4. Lost, stolen and damaged Tickets / Entry Materials**

- 4.1. In order to gain admission to the Ground, the Entry Materials must be presented in their entirety. The Club shall not be obliged to admit any Purchaser or Guest who forgets their Entry Materials in respect of any Match nor shall it be obliged to issue any other form of Ticket or Entry Materials for that Match.
- 4.2. The Club is not responsible for any Entry Materials / Tickets which are lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Entry Materials / Tickets or ticket may be provided to the Purchaser at the Club's absolute discretion and may be subject to a reasonable non-refundable administration fee to be paid by the Purchaser or Guest prior to the issue of each duplicate Entry Materials / Tickets.
- 4.3. For the purposes of condition 4.2 above, whether Entry Materials / Tickets are damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion. Purchasers and their Guests are advised to read any care information stated on Entry Materials (including but not limited to instructions advising against creasing, bending, folding, stapling or washing Entry Materials) and the Club accepts no liability for any damage to any Entry Materials caused by a failure to comply with such care instructions notified to the Purchaser / Guest.

**5. Transfer of Tickets and Cessation of Rights**

- 5.1. Subject to conditions 5.2 and 5.3 below, each Ticket is issued for the sole use of the Purchaser and Purchasers shall not sell, assign or transfer their Tickets to any other person without the prior written consent of the Club. The reference to selling a Ticket includes offering to sell a Ticket (including, without limitation, via any online auction website), exposing a Ticket for sale, making a Ticket available for sale by another and advertising that a Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Ticket may not be offered as a prize in any promotion or competition; transferred, lent or sold to any third party as part of a hospitality or travel package; given to a third party who agrees to buy some other goods or services; or used for any other commercial purpose (all save as expressly authorised by the Football Association, the FA WSL or the Club as applicable).
- 5.2. If a Purchaser purchases a Ticket on behalf of a Guest, the purchase of the Ticket on behalf of that person will be subject to the following conditions:
  - a. such purchase must not be made in the course of business or for the purpose of facilitating any third party's business;
  - b. the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket;
  - c. the Purchaser must purchase and retain a Ticket for his own personal use;
  - d. the Purchaser must notify the Club in writing of the personal contact details (including the Address) of the Guest; and
  - e. such purchase must not breach condition 2.1 above.

The Guest shall adhere to and be bound by these Ticket T&Cs and the Conditions of Entry and it is the responsibility of the Purchaser to inform the Guest of these requirements.

- 5.3. Tickets are for the use of the Purchaser / Guest for which they were bought only and are not transferable, save that, if a Purchaser is unable to attend a Match that Purchaser may allow a Guest to use their Ticket for the purpose of allowing that Guest to attend such Match provided that:
- a. such transfer must not be made in the course of business or for the purpose of facilitating any third party's business;
  - b. the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket; and
  - c. such transfer must not breach condition 2.1 above.
- 5.4. The Guest shall adhere to the Conditions of Entry which shall bind the Guest as if they were the original intended user of that Ticket. It is the responsibility of the Purchaser of the Ticket to inform the Guest that they shall be subject to Conditions of Entry.
- 5.5. Subject to conditions 5.2 and 5.3 above, all rights with respect to Tickets are personal to the Purchaser / Guest and shall cease upon the death of the Purchaser / Guest.
- 5.6. Purchasers shall provide their name and address and those of any Guest(s) when asked to do so by any official, steward or employee of the Club and / or any police officer.
- 6. Exclusion of Liability**
- 6.1. The Club is unable to give any guarantees that any particular Match will take place at a particular time or on a particular date. The Club or any relevant match organiser, competition organiser and/or governing body reserve the right to reschedule any Match without notice and without any liability whatsoever. In the event of the postponement or abandonment of a Match, Purchasers shall be entitled to a full refund (including any booking and / or administration fee) or to attend any such re-arranged Match if they were entitled to attend the original Match. In order to obtain a refund, the Ticket / Entry Materials must be presented at the ticket office at the MCFC Ground no later than 7 days after the announcement of postponement / abandonment and no later than 24 hours before the kick-off time of the rescheduled Match, whichever is earlier. A refund will only be issued on production of satisfactory identification that the individual requesting the refund is the Purchaser.
- 6.2. The Club expressly excludes all liability resulting from:
- a. any failure or delay by the Club in carrying out any of its obligations under these Ticket T&Cs which is caused by circumstances outside of the Club's reasonable control;
  - b. the alteration of the dates and times of Matches;
  - c. where relevant, the actions of governing bodies and/or any third-party organisers;
  - d. the abandonment, postponement or cancellation of Matches; and
  - e. restrictions to the view of the Match caused by virtue of the actions of other spectators.
- 6.3. The Club shall have no liability whatsoever to any Purchaser / Guest for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 6.4. The Club shall take all reasonable precautions for the security of the property of Purchasers and Guests, but property is left unattended at the owner's risk.
- 6.5. To the fullest extent permitted by law, the Club, its officers or employees shall not be liable for, whether in tort, contract or otherwise and howsoever caused:
- a) any loss, damage or injury to the Purchaser's and/or the Guests' property; or



- b) any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever.

- 6.6. For the avoidance of doubt, nothing in these Ticket T&Cs shall exclude or limit the Club's liability for:
- a. death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or
  - b. any other conduct for which liability may not be excluded or limited as a matter of English law.

**7. Entry into the Ground**

- 7.1. Entry into the Ground is subject always to the Conditions of Entry. By purchasing and/or accepting and/or using Entry Materials you:
- a. certify that you have read, understood and accepted the Conditions of Entry;
  - b. agree to be bound by and to comply with the Conditions of Entry; and
  - c. agree to bring to the attention of others, as required above, the Conditions of Entry.
- 7.2. Unless stated otherwise on the Website, in the promotional materials or sales criteria and/or on your Entry Materials, the Ground offers unreserved seating and standing and consequently the Ticket shall not give the Purchaser / Guest (as applicable) an entitlement to sit in a particular seat within the Ground or to sit or stand in a certain area of the Ground (save in the limited circumstances set out in clause 10.2) for the Match or any subsequent Match.
- 7.3. If a Guest is aged 13 years or under, his / her parent(s) and / or legal guardian(s) shall, in addition to the Purchaser himself / herself, be responsible for the Guest's actions, conduct and compliance with the Ticket T&Cs and the Conditions of Entry.
- 7.4. Any person attempting to enter or having entered the Ground with a concessionary priced Ticket / Entry Materials where that person is not entitled to use a concessionary priced Ticket / Entry Materials will be ejected from, or refused entry to, the Ground and may have the Ticket / Entry Materials withdrawn at the Club's sole discretion, and no refund shall be given.
- 7.5. Purchasers / Guests agree to conduct themselves at all times in a law-abiding manner displaying respect for other fans (including supporters of opposing teams) and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club or Ground into disrepute.
- 7.6. Save as regards mobile telephones used for personal and private use only, Purchasers / Guests shall not bring into (or use within) the Ground any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to a Match 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 relevant governing body, the Football Association and/or the Club and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the Club, the Football Association and/or relevant governing body.
- 7.7. The Club does not tolerate homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other). Any Purchaser or Guest who is found or is reported to be abusing any football player, supporter, member of staff or any other individual in or around the Ground will face arrest and prosecution by the police. The Club reserves the right to impose a ban on the offending Purchaser / Guest and promptly eject the Purchaser / Guest with no refund being given.

- 7.8. The Club reserves the right, at its absolute discretion, to eject a Purchaser / Guest from the Ground, refuse a Purchaser / Guest entry to the Ground or ban for a period of time determined by the Club a Purchaser / Guest (including, without limitation, use of any benefits associated with the Purchaser's Ticket purchases) if:
- a. the Purchaser / Guest (or any person in possession of the relevant Entry Materials) breaches any of the T&Cs or Conditions of Entry (or the Club has reasonable grounds to suspect such breach); or
  - b. the Purchaser / Guest is prohibited (by law or otherwise) from attending the Ground, the MCFC Ground or any other sporting venue anywhere in the world; or
  - c. the Purchaser / Guest (or any person in possession of the relevant Entry Materials) engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in conditions 7.7 and 7.9 and the prohibited behaviour listed in the Ground Regulations) in or around the Ground or any other sporting venue anywhere in the world.
- 7.9. Without prejudice to the general nature of condition 7.8, the following actions shall constitute a serious breach of the Ticket T&Cs and the Conditions of Entry:
- a. causing any damage to the Ground;
  - b. smoking in designated non-smoking areas (including the smoking of electronic cigarettes which is banned in the Ground);
  - c. being (or appearing to be) intoxicated;
  - d. persistent standing in seated areas whilst the Match is in progress;
  - e. the sale or transfer (save as permitted) of a Ticket to any person;
  - f. the deliberate misuse of a Ticket;
  - g. any misrepresentation in relation to condition 2.1, above;
  - h. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - i. the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;
  - j. the use of foul, obscene, abusive and/or racist language and/or gestures;
  - k. the chanting of anything of an indecent or racist nature;
  - l. fighting, or engaging in and/or inciting violence;
  - m. bringing any of the following into the Ground (or using them within the Ground): 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;
  - n. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
  - o. the supply of any misleading or incorrect information in any application;
  - p. any breach of condition 7.6 above; and
  - q. any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Ticket.
- 7.10. All Tickets / Entry Materials will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Ticket T&Cs at any time. Entry Materials must be produced along with evidence of identity if required by any official, steward or employee of the Club or any police officer.
- 7.11. The Club will not be obliged to make any refund to any Purchaser or Guest in respect of any ejection from or refusal of entry to the Ground or in respect of any Ticket which is withdrawn in accordance with condition 7.8.





- 7.12. In the event that any Tickets / Entry Materials are withdrawn or cancelled, the Club reserves the right to exclude the relevant Purchaser / Guest from applying to purchase / use any future Tickets and to notify the Football Association, any other relevant governing bodies and / or any other football clubs or other sporting clubs and associations of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).
- 7.13. Purchasers / Guests 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 condition shall not prevent the lawful distribution of text publications in any format which do not infringe condition 8.1 below 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.
- 7.14. Purchasers / Guests shall not bring into the Ground any food or drink items and only food and drink items purchased in the Ground from vendors authorised by the Club may be consumed in the Ground. Purchasers / Guests agree to abide by the Sporting Events (Control of Alcohol etc.) Act 1985.
- 7.15. Purchasers / Guests will not be permitted to re-enter the Ground should they leave at any point after entry. The Club operates a strict policy prohibiting re-admission to the Ground.
- 7.16. Nothing in these Ticket T&Cs shall give any person any automatic right of purchase in relation to any subsequent Match.

#### **8. Dress Code**

- 8.1. Save for official Club merchandise, and/or other football-related clothing worn in good faith (in accordance with condition 2.1 above), Purchasers and Guests shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials. All holders of Tickets / Entry Materials must adhere to any relevant dress code in place at the Ground, as specified by the Club from time to time when attending the Ground. Purchasers / Guests who do not, in the reasonable opinion of the Club, comply with the relevant dress code will not be admitted to the Ground for the Match until this condition 8.1 has been complied with.
- 8.2. In circumstances where the Ground is divided into sections according to supporters of opposing clubs, any attempt to gain access to the opposing section wearing or carrying apparel (including without limitation hats and/or scarves) that demonstrates support for a team other than the applicable 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.

#### **9. Change of Details**

- 9.1. It is the responsibility of the Purchaser to check that the Club holds the correct details for them/ their Guests and that the correct details appear on their Entry Materials.
- 9.2. Purchasers / Guests should promptly notify the Club of any change of details (including, without limitation, changes to payment details and / or Addresses) by:
  - a. telephoning MCFC and asking for 'Supporter Services';
  - b. visiting the ticket office at the MCFC Ground in person; or
  - c. writing to MCFC, for the attention of 'Supporter Services', quoting the relevant supporter number.
- 9.3. Any change of Address must be notified to the Club in writing and Purchasers / Guests may be required to provide proof of identity and Address to the Club's satisfaction when details are changed under this condition

#### **10. Areas of the Ground / Disabled Supporters**



- 10.1. The Club reserves the right in its sole discretion to restrict access to certain areas of the Ground if:
- the part of the Ground is closed for operational reasons, maintenance, repairs, or re-structure;
  - a specific club is allocated part of the Ground;
  - the relocation is necessary in order to comply with any requirements of the Football Association, the FA WSL or any other relevant governing body in respect of any Match played at the Ground; or
  - the Club, the police or any other relevant authority consider that the restriction is necessary in the interests of safety, public order or crowd control.
- 10.2. **Disabled Supporters:** Purchaser / Guests are advised to view the Website, any sales criteria and/or promotional materials to ascertain whether any concessionary rates are available for disabled supporters for the relevant Match and on what basis. Qualifying criteria may depend on the particular Match, clubs involved and/or competition. The Club has a limited number of allocated spaces available within the Ground for qualifying disabled supporters. Access Information for Disabled Supporters can be found here <http://www.mancity.com/Tickets-and-Seasoncards/Access-Information>. In offering these services the Club has considered its duties to make reasonable adjustments pursuant to the Equality Act 2010.
- 11. Ticket Touting**
- 11.1. The unauthorised sale or disposal of a Ticket / Entry Materials 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. The Club will inform the police as soon as it becomes aware that Tickets / Entry Materials or tickets are being or have been sold in contravention of this law.
- 11.2. If a Purchaser or Guest is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that a Purchaser or Guest has committed a ticket touting offence anywhere in the world, the Club may notify the relevant sporting associations or governing bodies who in turn may notify other clubs and/or the relevant law enforcement authorities.
- 11.3. In prevention or pursuance of an offence under this condition 11, the information that the Club shares with bodies such as the Football Association, UEFA, FA WSL, other football clubs anywhere in the world, the UK Football Policing Unit and other law enforcement agencies, may include your personal details as well as information about the offence and ticket purchases (including payment details). This information may only be used to identify and prevent ticket touting offences and disorder at matches.
- 11.4. If a Purchaser / Guest suspects that ticket touting is taking place in or around the Ground, the Club requests that they promptly report their suspicions to the Club and the police.
- 12. Data Protection**
- 12.1. Each Purchaser and Guest acknowledges and agrees that the personal data provided by the Purchaser to the Club in the purchase of Tickets shall be collected, stored and used by the Club in accordance with the Data Protection Act 1998 (until 25 May 2018) and the General Data Protection Regulation ((EU) 2016/679) (from 25 May 2018) and the Club's Privacy Policy (available on the Website at [www.mancity.com/common/privacy](http://www.mancity.com/common/privacy)).
- 12.2. All persons who enter the Ground using Entry Materials acknowledge that photographic images and/or video recordings (and/or still taken from video recordings) may be taken of them and may also be used in televised coverage of Matches and/or for promotional or marketing purposes by the Club, teams, sporting associations, governing bodies or other third parties and use of Entry Materials to enter the Ground constitutes consent to such use.



**13. Indemnity**

The Purchaser shall indemnify the Club against any and all costs, expenses and / or losses of whatever nature and howsoever caused or incurred, as a result of any damage caused by the Purchaser, (or a Guest), to the Ground or any property, equipment or facilities at the Ground (other than reasonable wear and tear).

**14. Entire Agreement**

These Ticket T&Cs (as defined in section 1) and any documents referred to herein comprise the entire agreement between the Club and the Purchaser / Guest in relation to the purchase of Tickets and all ancillary benefits.

**15. Severability and Amendments**

15.1. The Club reserves the right to make amendments to these Ticket T&Cs from time to time, provided that the amendments shall not result in any Purchaser receiving any less than the same or substantially similar benefits to those that the Purchaser was entitled to receive prior to such amendments. Up to date versions of the Ticket T&Cs will be made available as soon as practicable on the Website, and hard copies will be available from the Club upon request.

15.2. In the event that any condition(s) of these Ticket T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Ticket T&Cs shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.

**16. Waiver**

The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.

**17. Governing Law**

These Ticket T&Cs and any dispute arising thereof (contractual or non-contractual) shall be governed by and interpreted in accordance with English law and are subject to the exclusive jurisdiction of the courts of England and Wales.