



**MANCHESTER CITY FC CARABAO CUP FINAL TICKET TERMS AND CONDITIONS 2020/21**

**Please read this document carefully as the terms below apply to your use of a Ticket.**

**In particular, we ask you to note the following:**

- **The Club is unable to give any guarantees that the Match will take place at a particular time or on a particular date or, due to the ongoing COVID-19 situation, that the Match will not be postponed or played behind closed doors. The Club shall make reasonable endeavours to publicise any change to the time and/or date of the Match and notify relevant Purchasers of fixture changes via email. In the event of the postponement, rescheduling or abandonment of the Match, Ticket Holders shall be entitled to attend any such re-arranged Match or (subject to certain conditions) Purchasers shall be entitled to a refund. Please see clause 2 for details.**
- **Each Ticket is issued for the sole use of, and is personal to, the Ticket Holder.**
- **COVID-19. The Club is following and has always followed Government's and Governing Body advice with respect to COVID-19 and will continue to do so. As such we cannot rule out that the admission of fans to the Stadium may be subject to change on at short notice.**
- **In order to ensure your own, and other fans' safety and to reduce the risk of COVID-19 transmission, it is paramount that you comply with Government Guidelines and any specific COVID-19 prevention measures implemented by the Club and/or relevant football authority, both in terms of attendance at, and travel to, the Ground. Your entry into the Ground will be subject to any COVID-19 specific requirements and checks as the Club and/or English Football League has in place from time to time.**
- **In certain circumstances, the Club has the right to do any of the following: (i) to eject from, or refuse entry to the Ground (ii) suspend or ban an individual from purchasing tickets (iii) terminate the Ticket purchase and/or (iv) inform the police or other relevant authorities. The circumstances include (a) breach (or suspected) breach of these Ticket T&Cs (b) a prohibition from entering the Ground or any other sporting venue (c) instances of abusive, dangerous or other unacceptable behaviour (d) failure to comply with the Club's Covid-specific requirements and/or (e) resale or attempted resale of Tickets other than in accordance with these Ticket T&Cs. Please read clause 7 for full details.**
- **Save as set out in clause 2, the Club will not be obliged to make any refund to any Purchaser in respect of any ejection from or refusal of entry to the Ground or in respect of any Ticket which is suspended or withdrawn in accordance with the provisions of these Ticket T&Cs.**
- **Personal data provided by Purchasers to the Club in the purchase of Tickets shall be collected, stored and used by the Club in accordance with the Club's Privacy Policy. Each individual also agrees and consents to the Club retaining their personal details in accordance with the Government 'NHS Track and Trace' initiative. Please read clause 10 for full details.**

**The terms and conditions overleaf contain the full terms and conditions including further details on each of the above points.**

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 along with any COVID-19 prevention measures introduced by the Club carefully. By purchasing a Ticket, you acknowledge that you have read, understood, accepted and agree to be bound by and to comply with these Ticket T&Cs.

Defined terms used in these Ticket T&Cs shall have the meanings ascribed to them in clause 12 below.



### 1. Purchase and Issue

- 1.1 **Due to the ongoing COVID-19 situation, the number of Tickets which the Club is able to offer for sale (if any) are significantly limited. As a result, the Club is having to implement a stricter sales criteria than usual which will stipulate certain qualifying criteria which must be met in order to be eligible to buy a Ticket (for more information please see <https://www.mancity.com/news/mens/carabao-cup-final-ticket-information-63753900>) (the “Sales Criteria”). Tickets will only be available to those who meet such Sales Criteria, it being acknowledged that even if the Sales Criteria is met, Tickets are limited and sold subject to availability, so no individual is guaranteed a Ticket.**
- 1.2 By applying to purchase one or a number of Tickets, you hereby warrant and represent that you are (i) a supporter of the Club; and (ii) that the personal details you have provided are true and accurate.
- 1.3 At the point of purchase each individual must confirm they are compliant with the current Government guidelines with regards to COVID-19 and must produce evidence of a negative COVID-19 Lateral Flow Test taken within the 24 hours prior to the Match. You should not attend the Match if you are, or live with anyone who is, clinically extremely vulnerable or pregnant. There may be additional COVID-19 specific requirements which accompany and/or follow a Ticket purchase (e.g., a health questionnaire prior to the Match, temperature checks on entry to the Ground) and which you are required to follow before and/or after the Ticket is issued to you. The Club reserves the right in its sole discretion to withhold issue of a Ticket, cancel a Ticket and/or refuse entry into the Ground until it is satisfied any and all COVID-19 requirements have been met. Where the Club cancels a Ticket or refuses entry under this clause 1.3, the Ticket Holder may be entitled to request a refund in accordance with clause 2.3.
- 1.4 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 by the Club and the Club has issued the relevant Ticket and shall at all times be subject to and conditional on any additional COVID-19 specific requirements of the Club being met. An email confirmation will be sent to the individual whose account was used to purchase the Ticket. Any individual purchasing a Ticket for a Ticket Holder other than themselves shall be deemed to be acting with the authority of each such Ticket Holder, including the authority to agree to these Ticket T&Cs and any COVID-19 specific requirements on such third party's behalf.
- 1.5 The price payable for each Ticket shall be as set out on the Website or as otherwise notified by the Club from time to time. Booking fees may apply. Unless expressly stated otherwise, all prices are inclusive of VAT. The Club always tries to ensure that pricing and ticketing information provided by the Club 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 Purchaser will have 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 pursuant to this clause 1.5, the Club will provide a full refund to the Purchaser using the payment details provided (excluding any booking fees incurred) provided the Ticket (if already issued) is returned to the Club. If valid payment details have not been provided, no further action will be taken by the Club.
- 1.6 *Clause intentionally deleted.*
- 1.7 Tickets will not be posted for the 2020/21 Season. Instead a Purchaser can opt to either print@home or download a mobile (contactless) ticket. In order to use a Ticket, a Purchaser will be required to either print the ticket at home or ensure they have the required digital device to show a ticket upon entry to the stadium. The Club will not be liable for any loss, damage, injury or disappointment suffered in connection with a Purchaser failing to bring their Ticket to the Match and may refuse entry to the stadium at their discretion.



- 1.8 The Club shall not have any liability to any Purchaser or Ticket Holder for any non-delivery or late delivery of any Tickets, documents or other materials issued by the Club to the Purchaser and/or Ticket Holder resulting from the actions, omissions, malfunctions or interruptions of any incomplete or inaccurate personal details or addresses provided to the Club and/or Tickets lost, delayed or corrupted, or due to computer error in transit. Should any such items purchased not arrive by email at least 3 working days before the relevant Match, the Purchaser should contact the Club immediately.
- 1.9 The Club shall be entitled to require that additional information and/or documentation be submitted to the Club at any time should the Club deem it necessary in order to verify the Purchaser's and/or individual Ticket Holder's identification and/or other information with regards the Purchaser's Ticket purchases including to satisfy the Club that any COVID-19 specific requirements have been met. The Purchaser and individual Ticket Holder shall cooperate with the Club in connection with the same.

## 2. Changes to Order, Changes to Match Dates and Refunds

- 2.1 Once purchased, a Purchaser shall not be entitled to change their Ticket(s) and due to COVID-19 we will not be able to offer Purchasers the right to upgrade their ticket this Season.

- 2.2 **General Cancellation Rights.** Should the Purchaser wish to (i) cancel or (ii) offer on the MCFC Ticket Exchange one or more Ticket purchases it can do so in accordance with this clause subject to clause 2.5 provided that:

- a written request to cancel the Ticket(s) is submitted to the Club **at least 7 days before** the date of the Match (**21 days' notice required for Tickets that have been purchased as part of a large group booking** (meaning bookings of 10 or more Tickets)) (using the Club contact details outlined in clause 8);
- the relevant original Ticket(s) (if already issued) is voided by the Club; and
- if the Ticket is purchased as part of a group of two or more tickets, all Tickets made as part of the same purchase are also cancelled at the same time.

- 2.3 **Covid-19 Specific Cancellation Rights.** In addition to the right to cancel set out in clause 2.2 above, in the limited circumstances where a Ticket Holder needs to cancel his/her ticket on shorter notice because he/she is prevented from being able to attend a match due to:

- experiencing COVID-19 symptoms; and/or
- being required to isolate due to coming into contact with someone with COVID-19; and/or
- otherwise not being able to meet the requirements implemented by the Club and/or any football authority with regards to prevention of COVID-19,

the Ticket Holder must contact the Club as soon as possible (and in any event **at least 3-hours before the scheduled kick off of the Match** they are due to attend). Where a Ticket Holder cannot attend for this reason only, and have provided sufficient notice to the Club along with any supporting evidence as may be reasonably requested by the Club, the Ticket Holder shall be entitled to request a refund of the Ticket which is in his/her name (less any booking fees incurred) (subject to clause 2.5 below) (with any refund being paid into the bank account used to originally purchase the Ticket in question).

- 2.4 The Club is unable to give any guarantees that the Match will take place at a particular time or on a particular date or that there will not be further restrictions imposed on the number of fans who are permitted at the ground. The Club reserves the right to (i) reschedule or cancel the Match and/or (ii) cancel your Ticket due to compliance with Official Guidelines without any liability whatsoever. Where reasonably practicable, the Club shall endeavour to publicise any fixture changes in advance via the Website and notify relevant Purchasers of fixture changes via email. In the event of the postponement or abandonment of the Match (or if the Match has to be played behind closed doors), the following options shall be available:



- a. In the event that the Match is played behind closed doors, the Purchaser shall be entitled to request a refund (subject to clause 2.5 below);
  - b. In the event that the Official Guidelines change and as a result the Club needs to cancel the Ticket, the Purchaser shall be entitled to request a refund (subject to clause 2.5 below);
  - c. In the event that the Match is rescheduled, and fans are permitted to attend the rearranged Match, the relevant Ticket Holder shall be entitled to:
    - (i) attend any such re-arranged Match; or
    - (ii) subject to clause 2.5 below, the relevant Ticket Holder shall be entitled to request a refund in accordance with clause 2.2 (save that, in the event that the Match has been re-arranged for a date which falls within 7 days of the original scheduled date for the Match, a shorter timeframe for requesting refunds will apply and the Club will notify the Purchaser via email of the same).
- 2.5 A refund pursuant to clauses 2.2 - 2.4 will only be issued on the (i) cancellation of the original Ticket within the timeframe specified (where such Ticket has already been issued) and (ii) satisfactory identification that the individual requesting the refund is the Purchaser. The final decision shall at all times belong to the Club.
- 3. Use of a Ticket; Transfer of Tickets and Cessation of Rights**
- 3.1 Save as permitted in clause 3.2, each Ticket is issued for the sole use of, and is personal to, the Ticket Holder. The Purchaser and any Ticket Holder shall not sell, assign or transfer their Tickets to any other person. This is of particular importance given the current COVID-19 situation. The reference to selling a Ticket includes (i) offering to sell a Ticket (including, without limitation, via any website), (ii) exposing a Ticket for sale, (iii) making a Ticket available for sale by another and/or (iv) advertising that a Ticket is available for purchase. For the avoidance of doubt (and by way of example only) a Ticket may not be: offered as a prize in any promotion, prize draw 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 Premier League, Football Association, Football League, FIFA, UEFA or the Club as applicable).
- 3.2 A Purchaser (acting as a lead booker) may(at all times subject to availability), purchase a Ticket on behalf of another individual (and such individual is identified as the Ticket Holder at the point of purchase of the Ticket), provided (i) the Purchaser purchases and retains a Ticket for their own personal use (ii) the person on whose behalf the Ticket is purchased meets the Sales Criteria.
- 3.3 The unauthorised sale or disposal of a Ticket (as described in clause 3.1) 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 an individual is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that an individual has committed (or is attempting to commit) a ticket touting offence anywhere in the world, then:
- a. the Club may notify the Police, the FA, FIFA and the Premier League who in turn may notify other clubs and/or the relevant law enforcement authorities. The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches;
  - b. the Club may make any such enquiries as the Club considers necessary; and
  - c. such conduct shall be deemed to be a serious breach of these Ticket T&Cs by the Purchaser / Ticket Holder.
- 3.4 If a Purchaser 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.
- 3.5 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 Ticket T&Cs at any time. Tickets must be produced along with evidence of identity / age / address if required at any time by any official, steward or employee of the Club or any police



officer. If the Purchaser fails to return a Ticket when required, it shall be deemed to be in breach of these Ticket T&Cs and, for the avoidance of doubt, the provisions of clause 7 will apply.

#### **4. Access to the Ground**

- 4.1 In order to gain admission to the Ground, a valid Ticket bearing the Purchaser's name and photographic identification (as may be required) must be presented.
- 4.2 Entry into the Ground is subject always to:
  - a. the Conditions of Entry including without limitation the Ground Regulations; and
  - b. any COVID-19 specific requirements implemented by the Club having been met to the Club's satisfaction (e.g., a health questionnaire, temperature check).
- 4.3 By purchasing and/or using a Ticket you: (i) certify that you have read, understood and accepted the Conditions of Entry; (ii) agree to be bound by and to comply with the Conditions of Entry; and (iii) agree to bring to the attention of others, as required above, the Conditions of Entry.
- 4.4 A Ticket permits the holder to occupy the seat indicated on the Ticket at the Match, or such other alternative seat as the Club may, from time to time, allocate at its reasonable discretion. This is of particular importance given the current COVID-19 situation. Nothing in these Ticket T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Ticket at any subsequent match.
- 4.5 The Club reserves the right in its sole discretion to allocate a Ticket Holder an alternative seat in the Ground if:
  - a. the part of the Ground in which the Ticket Holder's seat is located is closed for operational reasons, maintenance, repairs, or re-structure;
  - b. the Visiting Club is allocated part of the Ground in which the Ticket Holder's seat is located;
  - c. the relocation is necessary to comply with any requirements of the Football Association, the Premier League, FIFA or UEFA in respect of any Match played at the Ground;
  - d. to ensure social distancing can be maintained in accordance with Official Guidelines or to comply with any other measures which the Club considered necessary or prudent to minimise the risk of transmission of COVID-19 or any other infectious disease; and/or
  - e. the Club, the police or any other relevant authority consider that a relocation is necessary in the interests of safety, public order or crowd control.
- 4.6 Ticket Holders accept and acknowledge that seating allocation may be subject to social distancing or other COVID-19 prevention measures as determined by the Club from time to time. If you have purchased Ticket(s) on behalf of another person, you acknowledge and understand that Tickets are allocated in single seats only in order to comply with social distancing measures and as such you will not be permitted to sit next to or immediately near anyone. Ticket Holders agree to remain in their allocated seats wherever possible and shall in no circumstances sit in any seat other than their allocated seat even if other seats appear empty.
- 4.7 Ticket Holders agree to conduct themselves at all times in a manner befitting a representative of the Club 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 into disrepute. Without prejudice to the generality of the foregoing, the Club does not tolerate abusive, offensive, homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other) and any such conduct shall be considered a serious breach of these Ticket T&Cs. Any Ticket Holder 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.
- 4.8 Save as set out in clause 4.9 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or around 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 and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the Premier League, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988, and clause 7 shall apply.

- 4.9 Mobile telephones and other mobile devices are permitted within the Ground PROVIDED THAT (i) 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 (ii) no Material that is captured, logged, recorded, transmitted, played, issue, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 4.10 Ticket Holders shall:
- not seek to enter the Ground where to do so would be non-compliance with the Club's COVID-19 prevention measures;
  - 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 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;
  - not bring into the Ground any food or drink items unless purchased at the Ground's external kiosks. Due to the ongoing COVID-19 situation, food and drink items may not be available for purchase at the Ground either;
  - not bring into, use or display within the Ground any sponsorship, promotional or marketing materials, other than official Club merchandise, and/or other football-related clothing worn in good faith (in accordance with clause 1.2 above);
  - adhere to any relevant dress code in place at the Ground. Ticket Holders who do not, in the reasonable opinion of the Club, comply with the relevant dress code will not be admitted to the Ground; or
  - not attempt to gain access to the Section wearing or carrying apparel (including without limitation hats and/or scarves) that demonstrates support for a team other than the Club. Any such attempt may result in admission being refused or the relevant individual being ejected from the Ground.
- 4.11 The Club reserves the right to refuse entry to / eject any person from the Ground who (in the Club's reasonable opinion) attempts to undertake any action in contravention of clauses 4.9 and/or 4.10 and to withdraw or suspend the individual's Ticket at the Club's discretion (and no refund will be given).

## 5. **Disabled Supporters**

- 5.1 **Concessionary Rates:** Disabled Supporters who can provide the Club with any of the following as proof of their disability shall be entitled to purchase a Ticket at a discounted rate:
- a statement of high mobility / living allowance as issued by the Department of Work & Pensions;
  - receipt of either the Severe Disablement Allowance or Attendance Allowance;
  - blind or partially sighted registration certificate; or
  - enhanced rate of Personal Independence Payment.
- This list is not exhaustive, and consideration will be given to any other evidence that can be provided, on a case by case basis.



- 5.2 **Personal Assistant:** The Club will allow a Disabled Supporter to bring a free of charge Personal Assistant to the Match played at the Ground (save where a Disabled Supporter is aged 13 or under, as all supporters within that age bracket must be accompanied by an adult aged 18 and over in order to attend Matches) subject to the following conditions:
- the Disabled Supporter must complete and submit an 'Access Requirement Form' to the Club in advance;
  - the Disabled Supporter must provide the name of the Personal Assistance at least 72-hours prior to the day of the Match;
  - the Personal Assistant shall adhere to and be bound by the same terms and conditions which apply to the Disabled Supporter and it shall be the responsibility of the Disabled Supporter to inform the Personal Assistant of these requirements;
  - the Personal Assistant shall only attend the Match with the Disabled Supporter and given the current COVID-19 situation, the Personal Assistant and Disabled Supporter must enter the stadium at the same time
  - the Personal Assistant's ticket is non-transferable;
  - the Disabled Supporter must co-operate with the Club fully, and if requested, provide further evidence that a Personal Assistant is required; and
  - the Disabled Supporter is required to provide the contact details of the personal assistant for NHS Track & Trace purposes no later than 72-hours before the match.

- 5.3 The Club will make every effort to allocate the Personal Assistant with a seat adjacent to the Disabled Supporter, however if this is not possible, the Club will allocate the closest available seat to the Disabled Supporter.

- 5.4 Please note that stewards and members of staff may carry out checks on all Ticket Holders and their attendance over the course of the Match. Any abuse of the rights granted pursuant to this clause 5 will be dealt with severely and will result in the loss of your Ticket and the Club reserves the right to eject them from the Ground immediately without refund.

- 5.5 The Club will use reasonable endeavours to accommodate requests to locate or relocate a Ticket Holder into a disabled access area provided the request is based upon a medical condition and such requests are submitted in advance of the Match giving details of the facilities that will be required (stating expressly whether access to the Club's Induction Loop is required).

## **6. Lost, stolen and damaged Tickets**

- 6.1 The Club is not responsible for and shall not be obligated to admit entry to a Ticket Holder:
- if the Ticket Holder does not present a print@home Ticket or ensure they have the required digital device to show the Ticket upon entry to the Ground; or
  - in respect of any print@home Tickets which are lost, stolen, forgotten, damaged, defaced, or destroyed. Whether Tickets are damaged, defaced or destroyed will be determined by the Club in its sole discretion.

## **7. Cancellation and Withdrawal of a Ticket / Ejection from or Refusal of Entry to the Ground**

- 7.1 Without prejudice to any other rights or remedies that the Club may have, the Club reserves the right, at its absolute discretion, to:
- eject a Ticket Holder from the Ground or refuse them entry to the Ground;
  - exclude (indefinitely or for a period of time determined by the Club) a Purchaser / Ticket Holder from using and/or applying to purchase any Ticket in respect of any future Match held at the Ground (including, without limitation, use of any benefits associated with the Ticket);
  - terminate the contract for the purchase of the Ticket; and/or
  - provide the police and any other relevant authorities including FIFA, UEFA, the Football Association, the Premier League, the Football League and/or any other football clubs with any relevant information, in any of the following circumstances:



- (i) the Purchaser or Ticket Holder (or any person in possession of the relevant Ticket) breaches any of the Ticket T&Cs or Conditions of Entry (or the Club has reasonable grounds to suspect such breach);
  - (ii) the Club reasonably suspects that entry into the Ground by the Ticket Holder (or any person in possession of the Ticket) will result in a breach of these Ticket T&Cs or the Conditions of Entry or the terms and conditions of any other Club related scheme;
  - (iii) the Club reasonably suspects that a Ticket Holder's Ticket has been offered for re-sale or re-sold in contravention of these Ticket T&Cs;
  - (iv) the Purchaser / Ticket Holder is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world or is the subject of football related criminal or civil proceedings; or
  - (v) the Purchaser / Ticket Holder (or any person in possession of the relevant Ticket) engages in any abusive, dangerous or other unacceptable behaviour in or around the Ground or any other sporting venue anywhere in the world.
- 7.2 Without prejudice to the general nature of clause 7.1, the following actions shall constitute a non-exhaustive list of conduct which shall constitute a serious breach of the Ticket T&Cs and the Conditions of Entry and shall enable the Club to exercise its rights as described in clause 7.1 above:
- a. smoking in designated non-smoking areas (including the smoking of electronic cigarettes which is banned in the Ground);
  - b. being (or appearing to be) intoxicated;
  - c. persistent standing in seated areas whilst the Match is in progress;
  - d. the sale or transfer of a Ticket to any person;
  - e. the deliberate misuse of a Ticket (including but not limited to the use of a Ticket described in clause 3.3);
  - f. any misrepresentation in relation to clause 1.2, above;
  - g. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - h. the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;
  - i. the use of foul, obscene, abusive and/or racist language and/or gestures;
  - j. the chanting of anything of an indecent or racist nature;
  - k. fighting, or engaging in and/or inciting violence;
  - l. any other conduct outlined in clause 4.8;
  - 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 failure or refusal to observe any social distancing or COVID-19 prevention measures as may be in place;
  - q. any breach of clause 4.7 above; and
  - r. 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.
- 7.3 The Club will not be obliged to make any refund to any Purchaser in respect of any ejection from or refusal of entry to the Ground or in respect of any Ticket which is suspended or withdrawn in accordance with this the provisions of these Ticket T&Cs.
- 7.4 Any person attempting to enter or having entered the Ground with a concessionary priced Ticket must meet the criteria applicable to such a concession Ticket. Failure to do so may result in (i) refusal of entry to, or ejection from, the Ground and the Ticket being withdrawn with no refund given and / or (ii) exclusion from using and/ or applying to purchase a Ticket in respect of any Match held at the Ground (indefinitely or for a period of time).





### **8. Change of Details**

- 8.1 Purchasers / Ticket Holders should promptly notify the Club of any change of details (including, without limitation, changes to payment details and / or addresses) by: (i) telephoning the Club on +44 (0) 161 444 1894; or (ii) writing to the Club, for the attention of 'Supporter Services', quoting the relevant supporter number. Purchasers may be required to provide the Club with proof of identity and address to the Club's satisfaction when details are changed under this clause.

### **9. Exclusion of Liability**

- 9.1 Subject to clause 9.3, the Club expressly excludes all liability resulting from:
- 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;
  - the alteration of the dates and times of Matches;
  - the abandonment, postponement or cancellation of Matches;
  - restrictions to the view of the Match caused by virtue of the actions of other spectators.
- 9.2 Subject to clause 9.3, the Club shall have no liability whatsoever to any Purchaser and/or Ticket Holder for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 9.3 For the avoidance of doubt, nothing in these Ticket T&Cs shall exclude or limit the Club's liability for:
- death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or
  - any other conduct for which liability may not be excluded or limited as a matter of English law.

### **10. Data Protection**

- 10.1 Each Purchaser and Ticket Holder acknowledges and agrees that the personal data provided by them to the Club in the purchase of Tickets shall be collected, stored and used by the Club in accordance with the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) (and the Club's Privacy Policy (available on the Website at [www.mancity.com/Common/Privacy](http://www.mancity.com/Common/Privacy))).
- 10.2 Each individual agrees and consents to the Club retaining their personal details in accordance with the Government 'NHS Track and Trace' initiative. If, having attended a Match, a Ticket Holder (or someone within their 'Social Bubble' or 'Support Bubble') contracts COVID-19, they must inform the Club as soon as practicable to assist in the NHS Track and Trace process and consent to the Club sharing their personal information with the NHS and alerting any other match attendees, Club officials or other applicable persons (including where necessary the Premier League or other Premier League Clubs) whom they might have come into contact with.
- 10.3 All Ticket Holders agree that the Matches for which the Tickets have been purchased are public, and that their appearance and actions inside and in the perimeter of the Ground are public in nature and that they shall have no expectations of privacy with regards their actions or conduct at Matches. All persons who enter the Ground acknowledge that photographic images and/or video recordings and/or feeds (and/or stills taken from video recordings) may be taken of them and may also be used by way of example and without limitation, in televised coverage of Matches and/or for promotional or marketing purposes by the Club, the Premier League or other third parties and the use of a Ticket to enter the Ground constitutes consent to such use.

### **11. General**

- 11.1 These Ticket T&Cs (and all documents referred to herein) comprise the entire agreement between the Club and you in relation to the purchase of individual Tickets and all ancillary benefits.
- 11.2 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.

- 11.3 In the event that any provision(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 clause(s) had not been included.
- 11.4 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.
- 11.5 Notwithstanding any other provision in these Ticket T&Cs and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Ticket T&Cs. Nothing in these Ticket T&Cs shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
- 11.6 These Ticket T&Cs and any dispute arising thereof (contractual or non-contractual) shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

## 12. Definitions and Interpretations

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

<b>"Club"</b>	Manchester City Football Club Limited (company number: 00040946) whose registered office is at the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
<b>"Conditions of Entry"</b>	(i) the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the Football League and (ii) the Ground Regulations ;
<b>"Disabled Supporter"</b>	any supporter of the Club who has a physical or mental impairment that has a 'substantial' and 'long-term' negative effect on their ability to do normal daily activities;
<b>"Football Authority"</b>	means the Premier League, The Football League, The Football Association, The Football Association of Wales, FIFA, UEFA and any other relevant governing body of association football;
<b>"Ground"</b>	the Etihad Stadium, Etihad Campus, Manchester M11 3FF (or such other ground to which the Club relocates on a temporary or permanent basis to the extent that the Etihad Stadium is unavailable for use by the Club);
<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>"Match"</b>	the 2020/21 Carabao Cup final match played by the Club's men's first team squad at the Ground during the Season ;
<b>"Material"</b>	means any audio, visual or audio-visual material or any information or data;
<b>"MCFC Ticket Exchange"</b>	the Club's ticket exchange programme for qualifying Ticket Holders to sell their home league Tickets;
<b>"Official Guidelines"</b>	means Government and/or Football Authority rules, regulations and guidelines;
<b>"Personal Assistant"</b>	an individual who is responsible for a Disabled Supporter's care;



<b>“Purchaser”</b>	a person purchasing any number of Tickets;
<b>“Season”</b>	12 September 2020 to 31 May 2021 (or such later date if the Season is officially extended by the Football Authorities);
<b>“Social Bubble”</b>	a social bubble is a group of people from the same household;
<b>“Support Bubble”</b>	a support bubble is a one household already forming a Social Bubble plus, either one other adult who lives alone or, a single parent with children under 18, or a personal assistant/carer for a disabled supporter;
<b>“Ticket”</b>	mobile (contactless), print at home ticket, and if made available by the Club, the printed paper Ticket, electronic card, ticket or pass or any other method for entry stipulated by the Club from time to time entitling a person to attend the Match;
<b>“Ticket Holder”</b>	a registered holder of a Ticket;
<b>“Visiting Club”</b>	the football club playing against the Club in the relevant Match; and
<b>“Website”</b>	the Club’s website found at the URL <a href="http://www.mancity.com">www.mancity.com</a> .