# Manchester City Women's Football Club

# Seasoncard 2021/22 Terms & Conditions

#### **Contents and Application**

A holder of a Manchester City Women's Football Club Seasoncard is subject to the following terms and conditions (together the "Seasoncard T&Cs") to the extent they apply to you:

Terms and Conditions	Do they apply to you?	Relevant Section of these Seasoncard T&Cs
General Terms and Conditions ("General T&Cs")	All Seasoncard Holders	Part 1
Seasoncard Benefits	All Seasoncard Holders	Part 2
Cup Scheme Terms and Conditions ("Cup T&Cs")	If you have elected to join the Cup Scheme	Part 3
Direct Debit Terms and Conditions ("Direct Debit T&Cs")	If you have elected to join the Direct Debit Scheme	Part 4

Before purchasing a Seasoncard, please ensure that you have read the sections of these Seasoncard T&Cs which are applicable to you carefully. By purchasing a Seasoncard, you acknowledge that you have read, understood and agree to be bound by the Seasoncard T&Cs.

In each Part of these Seasoncard T&Cs, references to clause(s) are references to clause(s) in that Part of the Seasoncard T&Cs unless otherwise stated.

## Part 1: General Terms and Conditions

# 1. **Definitions and Interpretation**

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

"Cityzens"	Man City's official membership scheme and any replacement thereof during the Season;
"Concession"	a reduced rate Seasoncard available to a Seasoncard Holder who falls into one of the concessionary categories set out in clause 3.1 (and " <b>Concessionary</b> " shall be construed accordingly);
"Conditions of Entry"	the rules and regulations of the Football Association and the Ground Regulations and any specific Covid-19 prevention measures implemented by MCWFC and/or relevant Football Authority (including but not limited to any Covid-19 code of conduct issued by MCWFC time to time);
"Cup Competition"	each of the (i) FA Women's Cup, (ii) the WSL Continental Cup and (iii) the UEFA Women's Competition Cup;
"Cup Match"	any home match in a Cup Competition in which MCWFC's First Team participates during the Season;
"Cup Scheme"	the scheme by which Seasoncard Holders may supplement their Seasoncard Benefits to include entitlement to attendance at Cup Matches at the Ground, as further described in the Cup T&Cs at Part 3;
"Cityzens Matchday Membership"	a 12-month rolling Cityzens add-on product offering a range of matchday and retail benefits (such scheme is distinct from the Cityzens Free Registration and Cityzens Box Membership scheme);
"Cup Scheme Seasoncard Holders"	eligible Seasoncard Holders who join the Cup Scheme;
"Direct Debit Scheme"	the scheme by which eligible Seasoncard Holders may finance their Seasoncard, as further described in the Direct Debit Schemes Terms & Conditions at Part 4;
"FA WSL"	the Football Association Women's Super League;
"Football Authority"	the Football Association Limited, FIFA, UEFA and any relevant and properly constituted governing body or authority of any league or competition in which the MCWFC First Team shall participate;
"Ground"	Academy Stadium (as may be renamed from time to time), 400 Ashton New Road, Manchester, M11 4TQ, or such other stadium to which MCWFC relocates on a temporary or permanent basis;
"Ground Regulations"	the ground regulations issued by MCWFC 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;
"Home Matches"	any Match played at the Ground;
"Match or Matches"	any match played by the Team during the Season;

"Man City"	Manchester City Football Club Limited;		
"Man City Ground"	the Etihad Stadium, Etihad Campus, Manchester M11 3FF;		
"MCWFC"	Manchester City Women's Football Club Limited;		
"Purchaser"	a person purchasing any number of Seasoncards;		
"Renewal Window"	the period of time stipulated by MCWFC on the Website and communicated via email during which 2020/21 Seasoncard Holders (who have not cancelled their Seasoncard during the 2021/22 Season) may renew their Seasoncards;		
"Season"	1 June 2021 to 31 May 2022;		
"Seasoncard Holder"	a holder of a Seasoncard;		
"Seasoncard Benefits"	in respect of each Seasoncard, the benefits to which a Seasoncard Holder of that Seasoncard is entitled as set out in Part 2 herein;		
"Seasoncard"	the entry materials issued to a Seasoncard Holder that are valid during the Season and which admit the Seasoncard Holder into the Ground at Matches that Seasoncard Holder is entitled to attend, which may be in the form of mobile (contactless) ticket, electronic card or other product such as a print at home or printed ticket in the exceptional circumstances where a mobile ticket cannot be used;		
"Team"	the MCWFC's first team squad; and		
"Website"	the MCWFC website at <u>www.mancity.com.</u>		

#### 2. <u>Types of Seasoncard and Availability</u>

- 2.1. MCWFC currently has one category of Seasoncard. Details of the benefits associated with each Seasoncard are detailed in Part 2 of these Seasoncard T&Cs.
- 2.2. MCWFC reserves the right to re-brand or otherwise vary the Seasoncard, or introduce any additional types or categories of Seasoncards, at any time if any such variation shall result in a Seasoncard Holder receiving the same or substantially similar benefits to those the Seasoncard Holder was entitled to receive prior to such variation. Seasoncard Holders may, at the sole discretion of MCWFC, be transferred to such additional or replacement Seasoncards without prior notice provided always that the Seasoncard Holder shall be entitled to the same or substantially similar benefits under the new Seasoncard as he/she was entitled to under the original Seasoncard.
- 2.3. Seasoncards may be made available free of charge to certain Man City seasoncard holders (e.g. Superbia seasoncard holders). In such circumstances, any such Man City seasoncard holder shall be treated as a "Purchaser" for the purposes of these Seasoncard T&Cs and any references to payment shall be construed as meaning payment in respect of the relevant Man City seasoncard. Any cancellation of the Man City seasoncard shall not give the Seasoncard Holder the right to a refund in respect of the cancellation of any Seasoncard it receives free of charge.

#### 3. <u>Concessionary Rates and Additional Terms applicable to Children</u>

3.1. Concessionary Seasoncards are available as follows:

- Under 16: Seasoncards may only be used by persons who will be aged 15 or under as at the Relevant Date;
- 16 21: Seasoncards may only be used by persons who will be aged between 16 and 21 as at the Relevant Date; and
- Aged 65+: Seasoncards may only be used by persons who will be aged 65 or over as at the Relevant Date.

For the purposes of this clause 3.1, "**Relevant Date**" means the later of (i) 1 August 2021 and (ii) the date on which the Seasoncard is purchased.

- 3.2. Any person entering (or seeking to enter) the Ground with a Concessionary Seasoncard in circumstances where such person is not entitled to such Concession will be refused entry to or be ejected from the Ground and will have the Seasoncard withdrawn and no refund will be given.
- 3.3. Where the Concessionary rate relates to a particular age band of supporter, proof of age must be provided upon request by MCFC.
- 3.4. If a Concessionary Seasoncard Holder falls outside the criteria applicable during the Season (e.g. an Under 16 Seasoncard Holder turns 17) his/her Concessionary Seasoncard will remain valid for the duration of the Season. However, any additional tickets for Matches that are purchased via the Cup Scheme or otherwise will be charged at the applicable rate for the individual's age at the time of purchase (e.g., a16-year-old will be charged the full adult rate). Equally, if a non-Concessionary Seasoncard Holder turns 65 during the Season, he/she will not be entitled to change his/her existing Seasoncard to a Concessionary Seasoncard (other than as part of the renewals process for the following Season), however any additional tickets for Matches that are purchased via the Cup Scheme or otherwise will be charged at the applicable concessionary rate.
- 3.5. The following additional provisions apply in respect of the following categories:
   Children Under Four: A child aged 4 and under may enter the Ground for free without a Seasoncard if accompanied by an adult aged 18 or over but will not be permitted to have their own seat (where relevant). Any supporters aged 5 and over will require their own Seasoncard or match ticket.

**Disabled Supporters**: MCWFC does not offer a discount for disabled supporters purchasing a Seasoncard. MCWFC will, however, permit an adult Seasoncard Holder to bring a personal assistant free of charge where that person would find it unreasonably difficult or impossible to access the Ground or make use of the services offered ("**Reduced Mobility Supporter**"). In determining whether a supporter is a Reduced Mobility Supporter, MCWFC will take account of whether the time, inconvenience, effort, discomfort, anxiety or loss of dignity entailed in using the services would be considered unreasonable by other people if they had to endure similar difficulties. MCWFC has a limited number of allocated spaces available within the Ground for Reduced Mobility Supporters. Full details of our Access Information for disabled supporters can be found here: www.mancity.com/ticket-information/terms-and-conditions\_ In offering these services, MCWFC has considered its duties to make reasonable adjustments pursuant to the Equality Act 2010.

## 4. Purchase and Payment and Renewals

4.1. Seasoncards are available for purchase (and for the avoidance of doubt, use) by supporters of MCWFC only. By applying to purchase one or a number of Seasoncards and / or using a Seasoncard, you hereby warrant and represent that you (and any person you are buying a Seasoncard for or who uses your Seasoncard) are a supporter of MCWFC.

- 4.2. By applying to purchase one or a number of Seasoncards, a Purchaser is making an offer to MCWFC. A contract for the supply of the Seasoncard shall be created once MCWFC has issued a Seasoncard to the Purchaser (or in the case of renewal, MCWFC confirms that the Seasoncard has been renewed).
- 4.3. The sale / renewal of each Seasoncard is subject to the Purchaser providing MCWFC with payment of the relevant price:
  - (a) in full at the time of purchase; or
  - (b) where a Purchaser meets the qualifying criteria, in instalments via the Direct Debit Scheme (the eligibility requirements and other terms of which are set out in the Direct Debit T&Cs in Part 4). Subscription to the Direct Debit Scheme means the Seasoncard Holder's 2021/22
     Seasoncard will automatically be renewed for the following Season unless the Seasoncard Holder cancels the auto-renewal.
- 4.4. The price payable for each Seasoncard shall be as set out on the Website or as otherwise notified by MCWFC from time to time. Booking fees may apply. Unless expressly stated otherwise, all prices are inclusive of VAT. We may from time to time offer Seasoncards at promotional prices or offer discounts for buying more than one Seasoncard. 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.
- 4.5. MCWFC always tries to ensure that pricing and ticketing information provided by MCWFC is correct, but errors may occur. Upon MCFC becoming aware of any pricing or product description error in relation to a Seasoncard which has been purchased, MCWFC will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to MCWFC. The Purchaser will then have the option of reconfirming the order at the correct price/product description or cancelling the order. If MCWFC is unable to contact the Purchaser having made reasonable attempts to do so, MCWFC will treat the order as cancelled. If the order is cancelled or treated as cancelled pursuant to this clause 4.5, MCWFC will provide a full refund to the Purchaser using the payment details provided (less any booking fees incurred). It is the Purchaser's responsibility to ensure that MCWFC has the correct payment details.
- 4.6. Once purchased/renewed or once the Direct Debit Scheme is underway, a Seasoncard Holder shall not be entitled to cancel their Seasoncard and no refunds shall be given for any Matches unattended during the Season.
- 4.7. MCWFC shall be entitled to require that additional information and/or documentation be submitted to MCWFC at any time should MCWFC deem it necessary in order to verify the Purchaser and/or the Seasoncard Holder's identification and/or other information with regards the Purchaser's Seasoncard purchase(s) and the Purchaser and/or Seasoncard Holder shall cooperate with MCWFC in connection with the same.
- 4.8. Individuals who held a Seasoncard for the 2020/21 Season who do not wish to renew for the 2021/22 Season shall be entitled to opt to defer their Seasoncard for the 2021/22 Season and maintain their Seasoncard Holder status in respect of the 2022/23 Season (subject to them opting to renew in the 2022/23 Renewal Window) although their allocated seat may change.
- 4.9. Individuals who purchase a Seasoncard for the 2021/22 Season shall (unless that Seasoncard was withdrawn and/or cancelled and/or the Seasoncard Holder is subject to a stadium ban) have the option to renew their Seasoncard for the next Season. Individuals who wish to defer their Seasoncard for the 2021/22 Season must complete the relevant form during the Renewal Window, which can be found at mancity.com. Failure to contact MCWFC during the Renewal Window will mean that your Seasoncard will

not renew for the following Season and you will relinquish any rights in respect of your allocated seat. Seasoncards of 2021/22 Seasoncard Holders who opted to join the Direct Debit Scheme for this Season will automatically be renewed unless cancelled in accordance with the provisions of Direct Debit T&Cs in Part 4 of the Seasoncard T&Cs.

## 5. <u>Changes to the Order</u>

- 5.1. Once purchased, a Seasoncard Holder shall not be entitled to cancel, upgrade or downgrade their Seasoncard and no refunds shall be given for any Matches unattended during the Season.
- 5.2. MCWFC is unable to give any guarantees that any particular 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. MCWFC reserves the right to (i) reschedule or cancel any Match and/or (ii) cancel a ticket for a particular Match due to compliance with government guidelines without any liability whatsoever. Where reasonably practicable, MCWFC shall endeavour to publicise any fixture changes in advance via the Website and notify Seasoncard Holders 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. where a Match is rescheduled, the Seasoncard Holder shall be entitled to attend the rescheduled Match;
  - b. in the event that the Match is played behind closed doors and fans are not permitted to attend, the Seasoncard Holder shall, subject to clause 5.3, be entitled to request a refund, calculated on a prorata basis; and
  - c. in the event the Official Guidelines change and as a result MCWFC needs to reduce the number of tickets available for a particular Match, MCWFC will seek to offer a ticket ballot for the Match and the Seasoncard Holder shall be entitled to: (i) enter for an opportunity to purchase a ticket through the ballot (subject to availability, meeting the stipulated Sales Criteria and applicable ballot terms and conditions). Due to limited availability in this scenario, MCWFC may elect to implement specific sales criteria which may limit the Seasoncard Holder's eligibility to apply); or (ii) request a refund in accordance with clause 5.1(b) above.
- 5.3. A refund pursuant to clause 5.2 will only be issued on the (i) cancellation of the ticket for the particular Match within the timeframe notified by MCWFC and (ii) satisfactory identification that the individual requesting the refund is the Seasoncard Holder. The final decision shall at all times belong to MCWFC.

## 6. Dispatch of Seasoncards

- 6.1. Seasoncards will not be posted for the 2021/22 Season. Instead a Purchaser can opt to either print at home or download a mobile (contactless) Seasoncard. In order to use a Seasoncard, a Purchaser will be required to either print the Seasoncard at home or ensure they have the required digital device to show the Seasoncard upon entry to the stadium.
- 6.2. A Purchaser shall be issued with a Seasoncard / their existing Seasoncard will be renewed (as applicable) once their application to purchase a Seasoncard has been accepted, and either (i) full cleared payment has been received by MCWFC or (ii) the Purchaser has been accepted via the Direct Debit Scheme for the Seasoncard for which they have applied (as applicable).
- 6.3. If notified by MCWFC, the Purchaser and/or the Seasoncard Holder may be required to collect their Seasoncard in person at the ticket office at the Man City Ground in order to enable MCWFC to verify their identification or other details regarding the Purchaser's order.
- 6.4. MCWFC shall not have any liability to any Purchaser or Seasoncard Holder for any non-delivery or late delivery of any Seasoncard, ticket, documents or other materials dispatched by MCWFC to the Purchaser

and/or Seasoncard Holder resulting from the actions, omissions, malfunctions or interruptions of any postal services or incomplete or inaccurate personal details or addresses provided to MCWFC.

#### 7. Use of Seasoncard: Transfer of Seasoncard and Cessation of Rights

- 7.1. Save as permitted in clauses 7.2 and 7.3, each Seasoncard (and all associated rights and benefits) is issued for the sole use of, and is personal to, the Seasoncard Holder and neither the Purchaser nor any Seasoncard Holder shall sell, assign or transfer their Seasoncard (or any Seasoncard Benefits) to any other person without the prior written consent of MCWFC. The reference to selling a Seasoncard shall include selling all or any of the rights associated with the Seasoncard (e.g., rights in respect of individual Matches) and includes (i) offering to sell a Seasoncard (or any Seasoncard Benefits) (including, without limitation, via any online auction website), (ii) exposing a Seasoncard (or any Seasoncard Benefits) for sale, (iii) making a Seasoncard (or any Seasoncard Benefits) available for sale by another and/or (iv) advertising that a Seasoncard (or any Seasoncard Benefits) is available for purchase. For the avoidance of doubt (and by way of example only) a Seasoncard (or any Seasoncard Benefits) 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 a Football Authority or MCWFC as applicable).
- 7.2. If a Purchaser purchases a Seasoncard on behalf of another person, the purchase of the Seasoncard for 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 Purchaser must notify MCWFC in writing of the personal contact details (including the address) of the person to whom the Seasoncard is being transferred;
  - c. the transfer to the person for whom the Seasoncard is purchased must be free of charge or for a fee or benefit no greater in value than the face value of the Seasoncard; and
  - d. such purchase must not breach clause 4.1 above.

The person for whom the Seasoncard is purchased under this condition shall adhere to and be bound by these Seasoncard T&Cs and the Conditions of Entry.

- 7.3. Seasoncards and Seasoncard Benefits are for the use of the Seasoncard Holder only and are not transferable save that, if a Seasoncard Holder is unable to attend a Match that Seasoncard Holder may temporarily allow a person who is known to them (a "**Guest**") to use their Seasoncard 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 Seasoncard;
  - c. such transfer must not breach condition 2.1 above; and
  - the transferee complies with Official Guidelines or Covid-19 specific requirements implemented by MCWFC or any relevant Football Authority (and MCWFC reserves the right to suspend the right to transfer use of their Seasoncard if any transfer would be in breach of Official Guidelines);
  - e. the Purchaser must notify MCWFC in writing of the personal contact details (including the address) of the person for whom the Seasoncard is being purchased / lent to (as applicable); and
  - f. the Seasoncard Holder / Guest (as applicable) shall adhere to and be bound by these Seasoncard T&Cs and the Conditions of Entry apply to and bind each Seasoncard Holder / Guest (as applicable) as if he/she were the original purchaser and intended user of that Seasoncard (and any obligations / restrictions in these Seasoncard T&Cs which are stated as applying to the

Seasoncard Holder shall be construed as applying equally to any Guest in relation to any Match which the Guest attends or attempts to attend). It is the responsibility of the Purchaser to inform the Seasoncard Holders and any Guests of these requirements.

- 7.4. In circumstances where a Seasoncard Holder passes away, the Seasoncard may be retained in the family on the basis that the Seasoncard is transferred to a named family member and the following information is provided: (i) a copy of the death certificate; (ii) proof of family relationship; (iii) the name, supporter number, address and contact details (email and contact telephone number) of the deceased supporter; (iv) the name, any existing supporter number, address, contact details (email and contact telephone number) and date of birth of the family member to which the Seasoncard is to be transferred; and (v) if requested, photo ID. A permanent transfer/ name change cannot be made in any other circumstances as this would undermine the Club's Cityzens Matchday Membership scheme (which includes priority access to purchase Seasoncards). The Club may, at its absolute discretion, consider a refund in respect of any Matches unattended at the time of the Seasoncard Holder's death, to the Seasoncard Holder's estate / personal representative.
- 7.5. The unauthorised sale or disposal of a Seasoncard or 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. MCWFC will inform the police as soon as it becomes aware that Seasoncards or tickets are being or have been sold in contravention of this law.
- 7.6. If a Purchaser or Seasoncard Holder is convicted of a ticket touting offence anywhere in the world, or MCWFC reasonably suspects that a Purchaser or Seasoncard Holder has committed a ticket touting offence anywhere in the world, MCWFC may notify the FA WSL who in turn may notify other FA WSL clubs and/or the relevant law enforcement authorities.
- 7.7. In the prevention or pursuance of an offence under clause 7.5, the information that MCWFC shares with bodies such as the FA WSL, other football clubs anywhere in the world, the UK Football Policing Unit and other law enforcement agencies may include personal information about the Purchaser and / or Seasoncard Holder as well as information about the offence and ticket purchase(s). This information may be used to prevent ticket touting offences and disorder at Matches.
- 7.8. If a Seasoncard Holder suspects that ticket touting is taking place in or around the Ground, MCWFC requests that they promptly report their suspicions to MCWFC and the police.
- 7.9. All Seasoncards will remain the property of MCWFC at all times and may be confiscated, cancelled or withdrawn by MCWFC in accordance with these Seasoncard T&Cs at any time. Seasoncards must be produced along with evidence of identity if required by any official, steward or employee of MCWFC or any police officer.

## 8. Entry into the Ground and Behaviour

- 8.1. In order to gain admission to the Ground, a valid Seasoncard must be presented.
- 8.2. 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 MCWFC having been met to MCWFC's satisfaction (e.g. health questionnaire, temperature check).
- 8.3. By purchasing and/or accepting and/or holding a Seasoncard and/or using a Seasoncard 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.
- 8.4. If a Seasoncard Holder is not 14 years old or over, he/she shall obtain the consent of his/her parent(s) and/or legal guardian(s) before purchasing a Seasoncard and must be accompanied by a Seasoncard Holder over the age of 18 in order to enter the Ground to attend a Match or any other event. His/her parent(s) and/or legal guardian(s) shall, in addition to the Seasoncard Holder himself / herself, be responsible for the Seasoncard Holder's actions, conduct and compliance with the Seasoncard T&Cs and the Conditions of Entry.
- 8.5. A Seasoncard permits the holder to occupy the seat indicated on the Seasoncard at the relevant Match, or such other alternative seat of equivalent value as MCWFC may, from time to time, allocate at its reasonable discretion (in accordance with clause 8.6 below). This is of particular importance given the current COVID-19 situation. Nothing in these Seasoncard T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Seasoncard in any subsequent Season.
- 8.6. MCWFC reserves the right in its sole discretion to temporarily allocate to a Seasoncard Holder an alternative seat in the Ground of equal or greater value than that normally allocated if:
  - (a) the part of the Ground in which the Seasoncard 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 Seasoncard Holder's seat is located;
  - (c) the relocation is necessary to comply with any requirements of the Football Association, 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 MCWFC considers necessary or prudent to minimise the risk of transmission of COVID-19 or any other infectious disease; and/or
  - (e) MCWFC, the police or any other relevant authority consider that a relocation is necessary in the interests of safety, public order or crowd control.
- 8.7. Seasoncard Holders accept and acknowledge that seating allocations may be subject to social distancing or other COVID-19 prevention measures as determined by MCWFC from time to time. If you have purchased a Seasoncard on behalf of another person, you acknowledge and understand that tickets may be allocated in single seats only in order to comply with social distancing measures and as such you may not be permitted to sit next to or immediately near anyone. Seasoncard 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.
- 8.8. Seasoncard Holders agree to conduct themselves at all times in a manner befitting a representative of MCWFC and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of MCWFC into disrepute. Without prejudice to the generality of the foregoing, MCWFC 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 Seasoncard T&Cs. Any Seasoncard 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.
- 8.9. A Seasoncard Holder shall:
  - (a) not bring into the Ground any food or drink items. Only food and drink items purchased in the Ground from vendors authorised by MCWFC may be consumed in the Ground. Due to the Version XXXXX Page 10 of 21

ongoing COVID-19 situation, food and drink items may not be available for purchase at the Ground either;

- (b) not seek to enter the Ground where to do so would be non-compliance with MCWFC's COVID-19 prevention measures;
- (c) not, other than official Man City/MCWFC merchandise, and/or other football-related clothing worn in good faith, bring into, use or display within the Ground any sponsorship, promotional or marketing materials;
- (d) 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 6.10 where both the content and the publication are lawful in all respects and do not in MCWFC's reasonable opinion constitute a threat to public order;
- (e) adhere to any relevant dress code in place at the Ground;
- (f) not attempt to gain access to the Ground wearing or carrying apparel (including without limitation hats and/or scarves) that demonstrates support for a team other than MCWFC;
- (g) not bring any golf umbrellas (or any other similar large umbrellas) into the Ground. Any such equipment may be confiscated by MCWFC;
- (h) comply with any size restrictions with regards bags brought into the Ground as may be communicated by MCWFC from time to time; and
- (i) submit any bags or items brought to the Ground for such security searches as may be required by MCWFC.
- 8.10. Save as regards mobile telephones used for personal and private use only, Seasoncard Holders 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 the 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 FA WSL and/or MCWFC 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 FA WSL.
- 8.11. MCWFC reserves the right to impose a ban on the offending Seasoncard Holder and promptly withdraw the Seasoncard Holder's Seasoncard with no refund being given.
- 8.12. Any person bringing prohibited items into the Ground may have such items confiscated.

## 9. Lost, stolen and damaged Seasoncards and tickets

9.1. MCWFC is not responsible for and shall not be obligated to admit entry to a Seasoncard Holder in respect of, any Seasoncard or ticket which is lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Seasoncard or ticket may be provided to the Seasoncard Holder at MCWFC's absolute discretion, subject to (i) (in certain circumstances and at MCWFC's discretion) the requirement that the Seasoncard Holder attend the Ticket Office in person to collect such replacement and provide satisfactory evidence of identity and (ii) payment of a non-refundable administration fee of £10.00 (unless MCWFC in its absolute discretion waives such fee).

## 10. <u>Cancellation and Withdrawal of a Seasoncard / Ejection From or Refusal of Entry to the Ground</u>

- 10.1. Without prejudice to any other rights or remedies that MCWFC may have, MCWFC reserves the right, at its absolute discretion, to:
  - a. eject a Seasoncard Holder from the Ground or refuse them entry to and/or ban them from the Ground;

- b. suspend for a period determined by MCWFC, withdraw indefinitely or cancel a Seasoncard (including, without limitation, use of the Seasoncard and all other Seasoncard Benefits);
- c. exclude (indefinitely or for a period determined by MCWFC) a Purchaser / Seasoncard Holder / Guest from using and/or applying to purchase any future Seasoncard or ticket (including any associated benefits);
- d. provide the police and any other relevant Football Authorities and/or any other football clubs with relevant information,

in any of the following circumstances:

- the Seasoncard Holder (or any person in possession of the relevant Seasoncard or ticket) breaches any of the Seasoncard T&Cs or the Conditions of Entry (or MCWFC has reasonable grounds to suspect such breach); or
- (ii) MCWFC reasonably suspects that entry into the Ground by the Seasoncard Holder (or any person in possession of the Seasoncard Holder's Seasoncard) will result in a breach of these Seasoncard T&Cs, Conditions of Entry or the terms and conditions of any other MCWFC related scheme; or
- (iii) MCWFC reasonably suspects that a Seasoncard Holder's Seasoncard has been offered for resale, re-sold or transferred in contravention of these Seasoncard T&Cs;
- (iv) the Purchaser / Seasoncard 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 Seasoncard Holder (or any person in possession of the relevant Seasoncard or ticket) engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in clause 8.8 and the prohibited behaviour listed in the Ground Regulations) in or around the Ground or any other sporting venue anywhere in the world.
- 10.2. Without prejudice to the general nature of clause 10.1, the following actions shall constitute a nonexhaustive list of conduct which shall constitute a serious breach of the Seasoncard T&Cs and the Conditions of Entry and shall enable MCWFC to exercise its rights as described in clause 10.1 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 deliberate misuse of a Seasoncard (including but not limited to the use of a Seasoncard described in clause 7.1);
  - e. any misrepresentation in relation to clause 4.1, above;
  - f. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - g. the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;
  - h. the use of foul, obscene, abusive and/or racist language and/or gestures;
  - i. the chanting of anything of an indecent or racist nature;
  - j. fighting, or engaging in and/or inciting violence;
  - 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;
  - I. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
  - m. the supply of any misleading or incorrect information in any application;
  - n. undertaking (or attempting to undertake) any action in breach of clauses 8.8 8.10 above;

- failure or refusal to observe any social distancing or COVID-19 prevention measures as may be in place, including any breach of any specific COVID-19 prevention measures implemented by Man City / MCWFC and/or relevant football body; and
- p. any failure to pay or default of payment in respect of any sums owing to MCWFC (or any third party) in respect of any Seasoncard.
- 10.3. MCWFC will not be obliged to make any refund to any Purchaser or Seasoncard Holder in respect of any ejection from or refusal of entry to the Ground or in respect of any Seasoncard which is suspended or withdrawn pursuant to this clause 10.
- 10.4. In the event that a Seasoncard is withdrawn or a Seasoncard cancelled, MCWFC reserves the right to exclude the relevant Seasoncard Holder from applying for any future Seasoncard maintained or organised by MCWFC and or to disqualify the relevant Seasoncard Holder from applying for any match ticket at its discretion and to notify the Football Association and/or any other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

## 11. Change of Details

- 11.1. It is the responsibility of the Seasoncard Holder to check that MCWFC holds the correct details for them/ their Guests and that the correct details appear on their Seasoncard.
- 11.2. Seasoncard Holders should promptly notify MCWFC of any change of details (including, without limitation, changes to payment details, addresses and / or contact details) by:
  - a. using the online facility on the Website;
  - b. telephoning Man City and asking for 'Supporter Services';
  - c. visiting Man City ticket office in person; or
  - d. writing to Man City, for the attention of 'Supporter Services', quoting the relevant Seasoncard number.
- 11.3. Seasoncard Holders may be required to provide MCWFC with proof of identity and address to the MCWFC's satisfaction when details are changed under this clause.

#### 12. <u>Exclusion of Liability</u>

- 12.1. Subject to clause 12.3, MCWFC expressly excludes all liability resulting from:
  - a. any failure or delay by MCWFC in carrying out any of its obligations under these Seasoncard T&Cs which is caused by circumstances outside of MCWFC's reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation, compliance with law or regulation or any other circumstances amounting to force majeure;
  - b. the alteration of the dates and times of Matches;
  - c. the abandonment, postponement or cancellation of Matches;
  - d. the requirement to play Matches behind closed doors; and
  - e. restrictions to the view of the Match caused by virtue of the actions of other spectators.
- 12.2. Subject to clause 12.3, MCWFC shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 12.3. For the avoidance of doubt, nothing in these Seasoncard T&Cs shall exclude or limit MCWFC's liability for:a. death or personal injury caused by MCWFC or the MCWFC'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.

### 13. Data Protection

- 13.1. Each Purchaser and Seasoncard Holder acknowledges and agrees that the personal data provided by them to MCWFC in the purchase of a Seasoncard or ticket shall be collected, stored and used by MCWFC in accordance with the Data Protection Act 2018 and Man City's Privacy Policy (available on the Website at <a href="http://www.mancity.com/common/privacy">www.mancity.com/common/privacy</a>). For the avoidance of doubt, references to Man City within Man City's privacy policy shall be read as references to MCWFC.
- 13.2. Where necessary, each individual agrees and consents to MCWFC retaining their personal details in accordance with the Government 'NHS Track and Trace' initiative. If, having attended a Match, a Seasoncard Holder contracts COVID-19, they must inform MCWFC as soon as practicable to assist in the NHS Track and Trace process and consent to MCWFC sharing their personal information with the NHS and alerting any other match attendees, MCWFC officials or other applicable persons whom they might have come into contact with.
- 13.3. All persons who enter the Ground using a Seasoncard 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 by way of example and without limitation in televised coverage of Matches and/or for promotional, editorial or marketing purposes by MCWFC, the FA WSL or other third parties and use of a Seasoncard to enter the Ground is consent to such use.
- 13.4. All Seasoncard Holders agree that the Matches for which the Seasoncards 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.

#### 14. <u>General</u>

- 14.1. These Seasoncard T&Cs (and all documents referred to herein) comprise the entire agreement between MCWFC and you in relation to the purchase of a Seasoncard and all ancillary benefits.
- 14.2. MCWFC reserves the right to make amendments to these Seasoncard T&Cs from time to time, provided that the amendments shall not result in any Seasoncard Holder receiving any less than the same or substantially similar benefits to those that the Seasoncard Holder was entitled to receive prior to such amendments in relation to the Season. Up to date versions of the Seasoncard T&Cs will be made available promptly on the Website, and hard copies will be available from MCWFC upon request.
- 14.3. If any provisions of these Seasoncard T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Seasoncard T&Cs shall remain in effect as if such void, ineffective or unenforceable clause or clauses had not been included.
- 14.4. MCWFC's failure to exercise, or delay in exercising, any right, power or remedy provided by these Seasoncard T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 14.5. Notwithstanding any other provision in these Seasoncard T&Cs and apart from any Football Authority, no other person other than you or MCWFC has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Seasoncard T&Cs. Nothing in these Seasoncard 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.

14.6. These Seasoncard T&Cs 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.

# Part 2: Seasoncard Benefits

#### 1. Seasoncard Benefits

- 1.1. Seasoncard Holders shall be entitled to:
  - a. member prize draws to win signed merchandise, match tickets and exclusive experiences;
  - automatic registration for Cityzens membership which gives the Seasoncard Holder access to the Cityzens Platform and the chance to win exclusive prizes and money-can't-buy experiences (terms and conditions apply)\*;
  - c. 10% off City Store purchases, online at shop.mancity.com and in-store at the Official Manchester City Store (exclusions apply);
  - d. 20% off Stadium and MCWFC Tours;
  - e. exclusive match ticket priority for men's first team tickets; and
  - f. no booking fee when purchasing men's first team tickets online or in-person,

known collectively as the "Seasoncard Benefits".

- 1.2. During the Season, Seasoncard Holders will be entitled to attend Home Matches in the FA WSL.
- 1.3. For the avoidance of doubt, MCWFC shall not be required to provide Seasoncard Holders with any free parking facilities, travel or accommodation in respect of any of the Matches.
- 1.4. From time-to-time, MCWFC and/or Man City may offer Seasoncard Holders the opportunity to receive additional benefits (e.g. photograph opportunities, junior training sessions and the chance to enter into prize draws, competitions, etc.) (collectively, the "Additional Benefits"). Any such Additional Benefits shall be subject to any terms and conditions outlined in any promotional literature and shall be offered at the absolute discretion of MCWFC and/or Man City. Additional Benefits may have limited availability and may be subject to the Seasoncard Holder paying additional costs or fees. For the avoidance of doubt, nothing shall oblige MCWFC and/or Man City to offer any Additional Benefits and the Additional Benefits shall not be considered Seasoncard Benefits for the purposes of these Seasoncard T&Cs.
- 1.5. Purchasers will not be entitled to earn Ticket Points on the purchase of MCWFC Seasoncards or match tickets.
  - \* If Seasoncard Holders wish to access the additional "bolt-on" Cityzens Official Membership packs (currently, Cityzens Matchday, Cityzens Membership or Cityzens Junior Membership), these much be purchased separately.

### Part 3 – Cup Scheme Terms and Conditions

In addition to the General T&Cs set out in Part 1 of this document, the following terms and conditions ("**Cup T&Cs**") shall apply to Seasoncard Holders who join a Cup Scheme ("**Cup Scheme Seasoncard Holders**") (in respect of each Cup Scheme which the Seasoncard Holder joins).

#### 1. Types of Cup Schemes

- 1.1. MCWFC operates the following three (3) Cup Schemes:
  - (i) the FA Women's Cup Scheme;
  - (ii) the WSL Continental Cup Scheme; and
  - (iii) the UEFA Women's Champions League Cup Scheme.

### 2. <u>Eligibility</u>

- 2.1. The Cup Scheme is open to all Seasoncard Holders.
- 2.2. Eligible Seasoncard Holders shall be entitled to apply to join each of the Cup Schemes individually (for the avoidance of doubt, eligible Seasoncard Holders can join any or all the Cup Schemes).

#### 3. <u>Benefits</u>

- 3.1. Cup Scheme Seasoncard Holders are automatically entitled to:
  - a. and commit to purchasing, a ticket to every home Match of the relevant Cup Competition to which they subscribe;
    - 1.1.a.1. the ticket prices for each Match will be released on a game by game basis;
      - (i) adults (aged 21 and over) will be entitled to receive up to a 50% discount on the standard match ticket price;
      - (ii) all other concessionary rates shall be communicated
  - b. 'priority access' to purchase tickets from MCWFC's allocation for any final Away Match(es) in the relevant Cup Competition(s), (subject to availability); and
  - c. Seasoncard Holders may be entitled to purchase additional tickets for the same prices listed at clause 3.1(a)(1.1.a.1) (subject to availability).
- Note: 'Priority access' shall mean priority over all Seasoncard Holders who have not joined the relevant Cup Scheme).
- 3.2. In respect of the process for Home Matches:
  - a. MCWFC will automatically collect payment for tickets to Home Matches in the relevant Cup Competition on or around the date on which tickets go on general sale using the payment details provided by the Cup Scheme Seasoncard Holder to MCWFC (which must be either credit or debit card payment details) and the Seasoncard Holder authorises MCWFC to do the same. Once payment has been collected, no refunds will be given;
  - b. MCWFC shall not be required to inform Cup Scheme Seasoncard Holders that payment has been taken in respect of any ticket for any Home Match in the relevant Cup Competition. MCWFC shall not be liable for any bank and / or credit card charges that may be incurred by any Cup Scheme Seasoncard Holder as a result of payment being collected in this way.
- 3.3. In respect of the process for Away Matches:
  - a. when the priority window in respect of each Away Match opens, it will be published on the Website, alongside the price of the ticket, and Cup Scheme Seasoncard Holders should follow the procedure on the Website to purchase a ticket during the priority window;
  - b. the relevant ticket must be paid for in full at the time of purchase of the individual ticket.

- 3.4. For the avoidance of doubt, Cup Scheme Seasoncard Holders shall still be required to pay for a ticket to every home Match in the relevant Cup Competition(s) for which it has subscribed to the Cup Scheme.
- 3.5. Please note: MCWFC cannot make any guarantees that Official Guidelines may not change and as a result MCWFC may need to (i) reduce the number of tickets available for a particular Match and/or (ii) tighten eligibility requirements for the Cup Scheme and/or (iii) introduce a ballot system for tickets.

#### 4. <u>Cup Scheme Specific Terms</u>

- 4.1. Where valid payment is received, the Cup Scheme Seasoncard Holder's Seasoncard will be allocated to a ticket for the relevant Cup Match.
- 4.2. It is the responsibility of each Cup Scheme Seasoncard Holder to keep MCWFC informed of any changes to that Cup Scheme Seasoncard Holder's payment details. If payment is declined for any reason (or if the Cup Scheme Seasoncard Holder otherwise indicates to MCWFC that the Cup Scheme Seasoncard Holder wishes to leave the Cup Scheme):
  - a. the Cup Scheme Seasoncard Holder will not be permitted entry to the relevant Match; and
  - b. that Cup Scheme Seasoncard Holder's subscription to the Cup Scheme will be terminated.
- 4.3. In the event of termination of a Cup Scheme before the end of the Season, all benefits associated with the Cup Scheme shall cease.
- 4.4. Joining a Cup Scheme does not entitle a Cup Scheme Seasoncard Holder to purchase additional Cup Match tickets on behalf of any other person or for use by any other person. For the avoidance of doubt, an eligible Seasoncard Holder who has subscribed for a Cup Scheme may only purchase one (1) ticket to each Cup Match relevant to that Cup Scheme for his/her own personal use.
- 4.5. Should a Cup Scheme Seasoncard Holder be required to relocate for a Cup Match at the Ground in accordance with clause 8.6 or 8.7 of the General T&Cs MCWFC will provide a period for Cup Scheme Seasoncard Holders to select alternative seats before seats are offered to Seasoncard Holders who have not joined the relevant Cup Scheme. This period will be determined by MCWFC and notified to the Cup Scheme Seasoncard Holders affected. The Seasoncard will be activated but the Seasoncard Holder must sit in the relocated seat, which will have been advised at point of sale. MCWFC reserves the right to resell the Seasoncard Holder's original seat if it is made available again for the Match. The Seasoncard Holder is not entitled to be notified of this and the supporter who has purchased the Seasoncard Holder's original seat is entitled to sit there.
- 4.6. If an Away Match is relocated to the Ground for any reason (including without limitation safety reasons) but is deemed to be an Away Match for the purposes of the relevant Cup Competition, the Cup Scheme Seasoncard Holder will not be automatically entitled to a ticket for that Match under clause 3.1 of this Part 3, and such tickets must be purchased separately by the Cup Scheme Seasoncard Holder (in accordance with clause 3.1. of this Part 3).

## Part 4 - MCWFC Direct Debit Scheme Terms and Conditions

In addition to the General T&Cs set out in Part 1 above, the following terms and conditions (the "**Direct Debit T&Cs**") shall apply to Seasoncard Holders who wish to purchase a Seasoncard using the Direct Debit Scheme.

- 1. To be eligible for the Direct Debit Scheme, purchasers must:
  - a. be over 18 and have a UK bank account;
  - b. be applying for a Seasoncard(s); and
  - c. ensure that their application (including any amendments) is received by the MCWFC by 25 July 2021

(an "Eligible Supporter").

2. An Eligible Supporter who wishes to pay by Direct Debit and who is accepted onto the Direct Debit Scheme shall be entitled to pay for their Seasoncard(s) by way of the four instalments of equal value which will be taken in advance of the following months during the relevant Season: August to November inclusive. An example of a Direct Debit payment schedule is set out below. Please note that the price of the Seasoncard and the amount of each instalment will be confirmed to the Eligible Supporter on application for the Direct Debit Scheme, and may differ from the amounts shown below which are for illustration purposes only. Please note that the first instalment (deposit) will be taken by credit and debit card at the point of sale and will not be made by Direct Debit.

Seasoncard Price	Instalment 1	Instalment 2	Instalment 3	Instalment 4
(Relevant age is applicable at time of purchase)	On 2 <sup>nd</sup> August 2021	On 1 <sup>st</sup> September 2021	On 1 <sup>st</sup> October 2021	On 1 <sup>st</sup> November 2021
Cat A: Adult - £65	£16.25/ £14.63	£16.25/£14.63	£16.25/£14.63	£16.25/£14.63
Cat B: Adult - £55	£13.75/ £12.38	£13.75/£12.38	£13.75/£12.38	£13.75/£12.38
Cat A: Junior (15 and Under) - £27	£6.75/£ 6.08	£6.75/£6.08	£6.75/£6.08	£6.75/£6.08
Cat B: Junior (15 and Under) - £27	£6.75/£ 6.08	£6.75/£6.08	£6.75/£6.08	£6.75/£6.08
Cat A: 16-21 - £45	£12.50	£12.50	£12.50	£12.50
Cat B: 16-21 - £40	£10.00/ £9.00	£10.00/£9.00	£10.00/£9.00	£10.00/£9.00
Cat A: Over 65 - £45	£11.25/ £10.13	£11.25/£10.13	£11.25/£10.13	£11.25/£10.13

Cat B: Over 65- £40	£10.00/£9.00	£10.00/£9.00	£10.00/£9.00	£10.00/£9.00	
Please note that Cat A and Cat B refers to the seating categories available for the MCWFC 2021/22 season.					

- 3. Details of the payment plan available shall be set out on the Website and during the booking process from time to time and may be subject to change. For the avoidance of doubt, the price of the Seasoncard purchased under the Direct Debit Scheme will be no more than the cash price of the Seasoncard.
- 4. It shall remain the responsibility of the Eligible Supporter to ensure that all instalments are paid to MCWFC on the relevant instalment due date. The time for payment of each instalment shall be of the essence of the contract.
- 5. In each instance where an instalment fails, MCWFC reserves the right to:
  - a. suspend the Eligible Supporter's Seasoncard immediately, preventing the Eligible Supporter from attending any Match at the Ground; and/or
  - b. revoke all City Points and all Seasoncard Benefits acquired by the Seasoncard Holder; and/or
  - c. restrict the Eligible Supporter from renewing the Seasoncard(s);
  - d. prohibit the Eligible Supporter from purchasing tickets to any future Match; and/or
  - e. restrict the Eligible Supporter from purchasing any other Man City products.
- 6. If an instalment fails, the Eligible Supporter will receive a notification (this may be one of the following but not restricted to a telephone call, letter, email or SMS) from MCWFC and the Eligible Supporter shall be responsible for ensuring that the unpaid instalment is promptly paid to MCWFC. It shall remain the responsibility of the Eligible Supporter to log-in to their online account to review the payment schedule and address any notifications received from MCWFC regarding failed instalments.
- 7. On the first occasion an instalment fails:
  - a. if the instalment is not paid within 7 days of the notification of the failed instalment from MCWFC, MCWFC reserves the right to charge an additional administration fee of £12 for payments not made; and
  - b. if the instalment is not made within 20 days of the notification of the failed instalment from MCWFC, in addition to its right to suspend the Seasoncard under clause 4 above, MCWFC reserves the right to:
    - i. terminate the Seasoncard; and/or
    - ii. take such action as it deems necessary to recover sums due to MCWFC and MCWFC reserves the right to appoint a third party to recover any such sums.
- 8. In each subsequent case where MCWFC receives a failed payment notification during the Direct Debit Scheme, MCWFC reserves the right to:
  - a. charge an additional administration fee of £12 for payments not made;
  - b. cancel or suspend the Eligible Supporter's Seasoncard for all remaining fixtures;
  - c. terminate the Seasoncard; and/or
  - d. take such action as MCWFC deems necessary to recover sums due to MCWFC and MCWFC reserves the right to appoint a third party to recover any such sums, irrespective of whether the previous failed payment has been rectified.
- 9. For the avoidance of doubt, any references to MCWFC taking action to recover sums due will include sums that are already overdue and sums which would have become due had the Seasoncard not been terminated (although MCWFC will use reasonable endeavours to mitigate its losses in relation to such future payments), plus any reasonable costs of collecting such sums.
- MCWFC reserves the right to withdraw the Direct Debit Scheme at any time, with prior written notice to the Eligible Supporter of 10 working days. The Eligible Supporter will have the option of paying the balance Version XXXX

outstanding against their Seasoncard within 30 days of the withdrawal of the Direct Debit Scheme, or cancelling their Seasoncard from the date that the next instalment would have fallen due.

- 11. It remains the responsibility of the Eligible Supporter to advise MCWFC of any changes to their Man City or MCWFC account or bank details, including name changes, contact telephone number and e-mail. Any changes to bank account details (including requests to change instalment dates) must be given to MCWFC no later than 10 working days in advance of the next due instalment.
- 12. If during the Direct Debit Scheme the Eligible Supporter wishes to cancel their Direct Debit Scheme and change the method of payment, they must contact MCWFC no later than 10 working days in advance of the next due instalment. The Eligible Supporter must pay any outstanding balance against the Seasoncard when informing MCWFC of their intent to cancel the direct debit plan. If any outstanding balances against the Seasoncard are not paid at this time, MCWFC reserves the right to exercise the rights set out in clause 6.b above. For the avoidance of doubt, this is merely a right to amend the method of payment and not a right to cancel the Seasoncard.

#### AUTOMATIC RENEWAL

- 13. By signing up to the Direct Debit Scheme the Purchaser is agreeing to an automatic renewals scheme. This means that your Seasoncard will automatically be renewed for the following Season (including any qualifying add-on product purchased the previous Season, e.g., Cup Schemes and Metrolink Matchday Season Tickets). A Purchaser shall continue to be automatically enrolled in the Direct Debit Scheme each Season, unless the Purchaser: (i) cancels the Seasoncard before the end of the relevant Season; or (ii) cancels the Direct Debit Scheme in accordance with clause 11; or (iii) the Direct Debit Scheme is withdrawn by MCWFC in accordance with clause 15.
- 14. Please note that if you elect to defer your Seasoncard in accordance with clause 2.9 of the General Terms and Conditions in Part 1 above, this will cancel your auto-renew subscription, and you would need to actively renew your Seasoncard in accordance with the process set out in the General Terms and Conditions in Part 1 above.
- 15. Your Seasoncard shall therefore, subject to clause 15, automatically renew on an annual basis each Season in accordance with the following process:
  - a. within a reasonable timeframe prior to the end of each Season, MCWFC shall inform the Purchaser of

     (i) the date on which the Seasoncard shall automatically renew (the "Renewal Date"); (ii) the price
     payable in respect of that Purchaser's Seasoncard for the subsequent Season; (iii) the methods by
     which the Purchaser may cancel their subscription for the subsequent Season; and (iv) the terms and
     conditions applicable to the subsequent Season's Seasoncard;
  - b. MCWFC shall take payment for the renewal of the Purchaser's Seasoncard by using the most recent payment card details provided to MCWFC by the Purchaser. If the Purchaser wishes to pay for the renewal of their Seasoncard using another payment method, they should inform MCWFC prior to the Renewal Date;
  - c. if a Purchaser does not wish to renew their Seasoncard for the subsequent Season, the Supporter must notify MCWFC in writing in the manner specified in the renewal notice;
  - d. if MCWFC does not receive confirmation from the Supporter that they do not wish to renew their Seasoncard for the subsequent Season (in accordance with the methods set out in the renewal notice) then:
    - i. the Purchaser's Seasoncard shall automatically renew on the Renewal Date for the subsequent Season and the Purchaser shall not have any further right to cancel their Seasoncard for the subsequent Year; and
    - ii. the Purchaser will once again be enrolled on the Direct Debit Scheme; and
    - iii. the Purchaser shall be deemed to have accepted the terms and conditions which apply to that subsequent Season.

- 16. MCWFC shall be entitled in its absolute discretion to withdraw a Purchaser's Seasoncard from the automatic renewal process and/or amend such renewal process provided it is communicated to Purchasers sufficiently in advance.
- 17. Please note that the automatic renewals process and Direct Debit Scheme is no guarantee that a Purchaser will be entitled to a Seasoncard offering the same benefits, facilities or seat choice as the previous Season.