Please read this document carefully. The terms below apply to use of your Soccer Aid for Unicef 2020 ticket.

In particular, we ask you to note the following:

- Manchester United Football Club Limited (referred to in these terms as "the Club") is acting as agent on behalf of Soccer Aid Productions Limited ("SAPL") in the sale of tickets for Soccer Aid <u>for Unicef</u> <u>2020</u>. The contract for the purchase and use of your ticket is between you and SAPL.
- Notwithstanding the contractual relationship between each Ticket Holder and SAPL, the Club and its group companies shall be entitled to: (i) enforce any of these terms and conditions directly against each Ticket Holder; and (ii) exercise any right SAPL may have against a Ticket Holder in these terms and conditions.
- SAPL reserves the right to: (i) refuse to admit to the Stadium; or (ii) eject from the Stadium; any Ticket Holder (including, for example, where (1) the admission and/or presence of that Ticket Holder may cause a nuisance to other ticket holders; or (2) where SAPL considers that the presence of such Ticket Holder may lead to damage, destruction or loss of property). Additionally, the behaviour by such person which results in SAPL refusing him/her admission or ejecting him/her shall be deemed a breach of these terms and conditions by the Ticket Holder.
- In certain circumstances, SAPL has the right to do any of the following: (i) suspend access to the Stadium on a temporary basis; (ii) eject any Ticket Holder from the Stadium (or refuse them entry to the Stadium); (iii) terminate the contract between SAPL and the Ticket Holder for the purchase of the Ticket; and/or (iv) provide relevant information to the police or other relevant authorities. The circumstances include: (i) the Ticket Holder breaching these terms and conditions or otherwise misusing the Ticket; (ii) a Ticket being re-sold or offered for re-sale in contravention of legislation applicable to ticket touting; (iii) the Ticket Holder being prohibited by law from attending any football ground or being the subject of football related criminal or civil proceedings; and/or (iv) the Ticket Holder failing to make any payments due to the Club. Please read paragraph 13 for full details.
- If a Ticket is suspended or the contract for the purchase of a Ticket is terminated, the Ticket Holder may make a written request for a refund after the end of the Match. A refund will only be payable if SAPL is able to re-sell the Ticket for the Match. If SAPL is able to do so, the level of refund shall be equal to the sums actually received by SAPL from re-selling the Ticket less certain deductions (including any monies owed by the Ticket Holder and/or a reasonable administration fee). Once the deductions have been made, there may be no amount remaining to be refunded. Please read paragraph 14 for further details.
- The Stadium is a non-smoking facility and individuals breaching this policy will be asked to leave.
- Neither SAPL nor the Club shall have any liability to a Ticket Holder for any late delivery or nondelivery of any Ticket, documents or other materials resulting from the actions or omissions of any postal service provider.
- Tickets are personal to Ticket Holders, are not transferable and shall not be transferred or resold under any circumstances, save where expressly permitted by SAPL in its absolute discretion.

The terms and conditions below contain further details on each of these points.

Ticket Terms and Conditions

1. In these terms and conditions:

"Club" means Manchester United Football Club Limited;

"SAPL" means Soccer Aid Productions Limited;

"**Match**" means the charitable football match, and any scheduled musical performances, scheduled to take place at the Stadium on Saturday 6 June 2020 which together are known as "Soccer Aid for Unicef";

"Material" means any audio, visual or audio-visual material or any information or data;

"Stadium" means the Club's ground at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA;

"Ticket" means a printed paper ticket or other form of ticket for admission to the Match; and

"Ticket Holder" means the registered holder of a Ticket.

- 2. The purchaser of a Ticket is required to agree to these terms and conditions at the point of purchase. If an individual is purchasing a Ticket for a third party they shall be deemed to be acting with the consent of each Ticket Holder for whom they are making that purchase, including acting with the authority of each such Ticket Holder to agree to these terms and conditions on their behalf. Following the purchase of a Ticket SAPL shall only communicate with the Ticket Holder (regardless of whether such a Ticket was bought on their behalf or otherwise).
- 3. The Ground Regulations issued from time to time by the Premier League and the Football League and which are part of the General Safety Certificate for the Stadium issued by Trafford MBC (copies of which are exhibited at the Stadium and which can also be obtained from the Club on request) shall form part of these terms and conditions. Particular attention is drawn to the regulation which states "...nobody may stand in any seating area whilst play is in progress". Additionally, a breach of the Ground Regulations shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 13 shall apply. The issue of the Ticket and subsequent access to the Stadium is subject to the rules and regulations of FIFA, UEFA, the FA, the Premier League and the Football League. Any conflict, ambiguity or inconsistency between these Ticket Terms and Conditions and the Ground Regulations shall be resolved with these Ticket Terms and Conditions taking priority.
- 4. All Tickets are sold by the Club as agent on behalf of SAPL. Accordingly, each Ticket Holder should be aware (and is hereby informed) that: (i) the contract for the purchase and use of a ticket is between the Ticket Holder and SAPL; (ii) SAPL shall be entitled to enforce these terms and conditions directly with any Ticket Holder; and (iii) all issues relating to the organisation of the Match shall be the responsibility of SAPL and not the Club (and the Club shall have no liability to the Ticket Holder or any third party in respect of such issues).
- 5. Notwithstanding the contractual relationship between the Ticket Holder and SAPL, the Club and its group companies shall be entitled to: (i) enforce any of these terms and conditions directly against each Ticket Holder; and (ii) exercise any right SAPL may have against a Ticket Holder in these terms and conditions.
- 6. Save in exceptional circumstances and subject to these terms and conditions, upon presentation of the Ticket the Ticket Holder (and no additional persons) will be permitted access to the Match to watch the Match from the seat allocated to their Ticket.
- 7. The Ticket Holder (or any person purporting to be the Ticket Holder) may be required at any time to deliver up the relevant Ticket for inspection by the Club and to prove that they are the Ticket Holder. To access the Stadium, the Ticket must be presented at the turnstile reader as directed by the turnstile operator. Admission will be refused to any person who attempts to use the same Ticket on more than one occasion at the Match, or use a Ticket which has been cancelled.
- 8. If a Ticket Holder damages, loses or misplaces their Ticket, or has the same stolen, they should report this to the Club as soon as possible. If a Ticket is stolen, the Police should also be contacted immediately by the Ticket Holder and the relevant crime number should be quoted in all correspondence with the Club. The Club may issue a duplicate Ticket in its absolute discretion and on such terms and conditions as SAPL directs. Unless otherwise directed by SAPL and/or the Club, there shall be a fee charged to the Ticket Holder for the issue of any such duplicate Ticket. The level of such fee shall: (i) vary depending on the specific circumstances and the Ticket Holder shall be informed of the level of the fee prior to the issue of any such duplicate Ticket; and (ii) represent those reasonable costs incurred in issuing and administering any such duplicate Ticket.
- 9. SAPL reserves the right (in its reasonable discretion) to: (i) refuse to admit to the Stadium; or (ii) eject from the Stadium; any Ticket Holder (including, for example, where (1) the admission and/or presence of that Ticket Holder may cause a nuisance to other ticket holders; or (2) where SAPL considers that the presence of such Ticket Holder may lead to damage, destruction or loss of property). Additionally, the behaviour by such person

which results in SAPL refusing him/her admission or ejecting him/her shall be deemed a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the provisions of paragraph 13 shall apply.

- 10. Once a Ticket is purchased the Ticket Holder shall not be entitled to cancel their Ticket and no refunds shall be given if the Ticket Holder is unable to attend the Match. In particular, the following should be noted:
 - (a) the Match can be abandoned or postponed (for example, due to weather conditions or unforeseen events) and neither the Club nor SAPL shall have any liability whatsoever to a Ticket Holder if the Match is abandoned or postponed. Ticket Holders shall however be entitled to attend any rearranged version of such Match.
 - (b) In the extremely unlikely event that the Match is cancelled and not subsequently re-arranged, the Ticket Holder will be entitled to a refund (not exceeding the price of the Ticket).
- 11. Tickets are personal to Ticket Holders, are not transferable and shall not be transferred or re-sold under any circumstances, save where expressly permitted by SAPL in its absolute discretion. In particular, Ticket Holders are expressly prohibited from using Tickets as gifts or prizes in any competitions or other promotional activities of whatever nature, except where SAPL (in its absolute discretion) gives its prior written permission.
- The unauthorised sale or disposal of tickets for certain football matches is 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 (i) a Ticket Holder is convicted of a criminal offence related to the illegal sale of any football ticket(s); (ii) SAPL reasonably suspects that a Ticket Holder may have committed such an offence, or (iii) SAPL reasonably suspects that a Ticket Holder may have offered any football ticket(s) for re-sale without authorisation, then: (1) SAPL may make any such enquires (including enquiries to the Ticket Holder) as SAPL considers necessary in its absolute discretion in connection therewith; (2) SAPL may notify the police, other relevant authorities and/or the Premier League, who in turn may notify other football clubs, event holders and/or the police (information that SAPL may disclose includes contact details of the Ticket Holder, information about the offence (or suspected offence) and about any other ticket purchases); and/or (3) it shall be deemed to be a breach of these terms and conditions by the Ticket Holder and, for the avoidance of doubt, the terms of paragraph 13 shall apply..
 13. Without prejudice to any other rights or remedies that SAPL may have, SAPL reserves the right to:
 - (a) suspend the use of a Ticket held in the name of the Ticket Holder and/or all or some of its associated benefits for a period of time;
 - (b) immediately eject from the Stadium any Ticket Holder (or refuse them entry to the Stadium);
 - (c) terminate the contract between SAPL and the Ticket Holder for the purchase of the Ticket; and/or
 - (d) provide the police or other relevant authorities with any relevant information;

in any of the following circumstances:

- (i) a Ticket Holder or any individual in possession of the Ticket: (1) breaches any of these terms and conditions or otherwise misuses the Ticket;
- (ii) SAPL reasonably suspects that entry into the Stadium by a Ticket Holder will result in a breach of these terms and conditions;
- (iii) SAPL reasonably suspects that a Ticket has been re-sold or offered for re-sale for the Match in contravention of section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006 (and for the avoidance of doubt, this circumstance shall apply irrespective of whether or not the Ticket Holder is aware that the Ticket has been re-sold or offered for re-sale);
- (iv) the Ticket Holder is prohibited by law from attending any football ground (including the Stadium) or is the subject of football related criminal or civil proceedings; or
- (v) any monies are due from a Ticket Holder to SAPL.

- 14. If a Ticket is suspended or the contract for the purchase of a Ticket is terminated, the Ticket Holder may make a written request for a refund after the Match. A refund will only be payable to the extent that SAPL is able to resell the Ticket for the Match. If SAPL does re-sell the Ticket for the Match, the level of refund shall not exceed the amount paid by the Ticket Holder for the Ticket and shall be equal to the sums actually received by SAPL from re-selling the Ticket less: (i) any monies owed to it by the Ticket Holder, including bank charges; and (ii) a reasonable administration fee (reflecting the resource and management required to: (1) investigate the circumstances resulting in the suspension or termination of the Ticket; (2) implement the suspension or termination; (3) attempt to re-sell the Ticket and; (4) administer the refund). For the avoidance of doubt, once the foregoing deductions have been made, there may be no amount remaining to be refunded.
- 15. SAPL may at any time in its reasonable discretion substitute a Ticket Holder's allocated seat with an alternative seat of equal (or greater) price.
- 16. Ticket Holders are not permitted to re-enter the Stadium if they leave the Stadium at any time on the day of the Match, save where otherwise permitted by SAPL in its absolute discretion.
- 17. Ticket Holders should be aware that access to the second and third tiers (including the quadrants) of the stands in the Stadium involves a substantial amount of climbing of stairs. Ticket Holders who have difficulty climbing stairs or who suffer from vertigo are advised accordingly. Ticket Holders should also be aware that certain seats situated in the lower stands of the Stadium may be affected by adverse weather conditions.
- 18. All Ticket Holders who enter the Stadium acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) will be taken of them for inclusion in Soccer Aid 2020 which SAPL and/or Endemol Shine UK Limited t/a Initial intend to produce for ITV including without limitation, any re-edited, reformatted or compilation version thereof and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club and/or SAPL and/or Endemol Shine UK Limited t/a Initial (including commercial partners and accredited media organisations). All Ticket Holders consent to the provisions of this paragraph 18.
- 19. In the absence of negligence or other breach of duty by SAPL or its servants or agents, a Ticket Holder will be responsible for: (i) any loss, theft or damage to any of their articles left or displayed in or at the Stadium; and/or (ii) any injury to a Ticket Holder and/or any individual in possession of any relevant Ticket.
- 20. Mobile telephones and other mobile devices are permitted within the Stadium 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, issued, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites
- 21. Save as set out in paragraph 20, no person (other than a person who holds an appropriate licence) may 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 Stadium and/or the Stadium, nor may they bring into the Stadium or use within the Stadium (or provide to, facilitate or otherwise assist another person to use within the Stadium) 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.
- 22. The Ticket Holder shall not offer or distribute (either free or for sale by any person) within the Stadium any consumer article or commercial product of any nature.
- 23. Ticket Holders shall not bring into, use or display within the Stadium any sponsorship, promotional or marketing materials provided that this paragraph will not prevent the Ticket Holder wearing any standard items of clothing.
- 24. SAPL reserves the right to carry out bag and/or other security checks in respect of Ticket Holders, including at the Stadium.
- 25. Smoking is not permitted in any part of the Stadium and SAPL takes a serious view of any individual in breach of this policy. SAPL reserves the right to eject from the Stadium any Ticket Holder smoking anywhere

in the Stadium. For the avoidance of doubt, the foregoing includes smoking of imitation cigarettes, personal vaporizers or any other form of electronic or e-cigarette.

- 26. Neither SAPL nor the Club shall have any liability to a Ticket Holder for: (i) any interruptions and/or restrictions to the view of the Match; and/or (ii) any impact on the Ticket Holder's enjoyment of the Match; in each case which is caused by either: (1) the position of the Ticket Holder's allocated seat; and/or (2) other ticket holders in the Stadium.
- 27. SAPL may charge a booking or administration fee when processing payments made by a Ticket Holder (for example when using payment cards and usually in the form of a percentage of the overall transaction value). Where any such booking or administration fee is charged the Ticket Holder will be informed of the fact that the charge is being levied and the amount of the charge prior to such charge being incurred.
- 28. Neither SAPL nor the Club shall have any liability to a Ticket Holder for any failure to carry out or delay in carrying out any of their obligations under these terms and conditions, including: (i) admitting a Ticket Holder (or any individual in possession of a Ticket) to the Stadium for the Match; or (ii) making a Ticket Holder's allocated seat available to them for the Match; which is caused by circumstances outside their reasonable control.
- 29. Neither SAPL nor the Club shall have any liability to a Ticket Holder for any late delivery or non-delivery of any Ticket, documents or other materials resulting from the actions or omissions of any postal service provider.
- 30. If SAPL or the Club fails to comply with these terms, SAPL and/or the Club is responsible for loss or damage the Ticket Holder suffers that is a foreseeable result of SAPL and/or the Club being in breach of these terms and conditions, however neither SAPL nor the Club is responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the contract was made, both the Ticket Holder and SAPL and/or the Club knew it might happen, for example, if the Ticket Holder discussed it with SAPL and/or the Club during the sales process.
- 31. Notwithstanding paragraph 30, SAPL and/or the Club are not liable for any business losses. If the Ticket Holder's purchase and/or use of the Ticket Holder's Ticket is for any commercial business purposes (or where the Ticket Holder is not acting as a consumer), SAPL and/or the Club will have no liability to a Ticket Holder for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 32. For the avoidance of doubt, SAPL and the Club do not exclude or limit their liability for:
 - (a) death or personal injury caused by their negligence;
 - (b) fraud or fraudulent misrepresentation by SAPL and/or the Club; and/or
 - (c) any liability which cannot be limited or excluded by law.
- 33. SAPL reserves the right to change these terms and conditions from time to time (for example, to reflect changes in relevant laws and regulatory requirements or which is necessary in order for SAPL to continue to make the Ticket available to the Ticket Holder), and shall publicise such changes on the Club's website.
- 34. These terms and conditions, together with (as appropriate): (i) any associated online application form/process; (ii) the scripted information read out to callers to the call centre; (iii) the information provided as part of any interactive voice recognition ticket purchase process; or (iv) any information provided to an individual attending the Club's ticket office; comprise the entire agreement between SAPL and a Ticket Holder in relation to the purchase and use of a Ticket.
- 35. If any of these terms and conditions are found by a court to be illegal, the rest of the contract will remain in force. Each of the paragraphs of these terms operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 36. Even if SAPL delays in enforcing this contract against the Ticket Holder, SAPL will be entitled to enforce it at a later stage. If SAPL does not insist immediately that the Ticket Holder does anything he/she/it is required to do under these terms and conditions, or if SAPL delays in taking steps against the Ticket Holder in respect of

him/her/it breaking this contract, that will not mean that the Ticket Holder does not have do to those things or that SAPL is prevented from taking steps against the Ticket Holder at a later date.

37. These terms and conditions are governed by English law and any legal proceedings must be brought in the English courts. Notwithstanding the foregoing, if the Ticket Holder is a consumer and: (i) is resident in Scotland then legal proceedings may be brought in either the Scottish or the English courts; or (ii) is resident in Northern Ireland, then legal proceedings may be brought in either the Northern Irish or the English courts.