

MANCHESTER UNITED WOMEN'S FOOTBALL CLUB LIMITED: Season Ticket Terms and Conditions 2021/22

Please read this document carefully as its terms apply to your use of the Season Ticket

In particular, we ask you to note the following:

- All Ticket Holders are automatically allocated and receive tickets for all home league matches played by Manchester United Women's football team.
- A Season Ticket may be used by a person who is not the Ticket Holder pursuant to, and in accordance with, the friends & family procedures set out in these terms and conditions. Subject to those procedures, Season Tickets are personal to Ticket Holders, are not transferable and shall not be transferred or re-sold under any circumstances, save: (i) where expressly permitted by the Club in its absolute discretion; or (ii) via any ticket exchange system operated by or on behalf of the Club.
- Use of certain areas of the Stadium may be subject to eligibility requirements, for example the wheelchair platform. These eligibility requirements are either: (i) expressly set out in these terms and conditions; or (ii) may otherwise be determined by the Club from time to time. See paragraph 8 for further details.
- The seating at the Stadium for each home game will be unreserved, unless the Club informs Ticket Holders otherwise.
- Ticket Holders should inform the Club of any changes to their contact details.
- The dates, times and venue of all of the Club's matches during the Season are subject to alteration.
- Ticket Holders should be aware that the venue for games is not fixed and whilst the Club expects that most games will be played at Leigh Sports Village it may be that home games are played at other venues (for example Altrincham Football Club or Old Trafford).
- Reasonable endeavours shall be made by the Club to publicise the venue for each match and any change to the venue, date and/or time of a match as far in advance as possible. No refunds will be given by the Club for any matches unattended.
- Where any match is cancelled, abandoned or postponed the Club shall have no liability whatsoever to Ticket Holders or any Authorised User in respect of any such match except that, following any cancellation, abandonment or postponement of a home match, a Ticket Holder (or an Authorised User) shall be entitled to attend the rearranged match (if any).
- In certain circumstances the Club has the right to do any of the following: (i) suspend the use of a Season Ticket and/or all or some of its associated benefits for a period of time; (ii) eject any Ticket Holder and/or Authorised User from the Stadium (or refuse them entry to the Stadium); (iii) terminate the Ticket Holder's Season Ticket; (iv) prevent a Ticket Holder and/or any Authorised User and/or any individual in possession of a Ticket Holder's Season Ticket Card (either indefinitely or for a period of time) from attending any future match held at the Stadium; and/or (v) if considered appropriate by the Club, inform the police or other relevant authorities. The circumstances include: (i) a breach of these terms and conditions or the terms and conditions of any other Club related scheme in which the Ticket Holder is participating (including without limitation any official membership scheme) or misuse of the Ticket Holder's Season Ticket or Season Ticket Card; (ii) the Ticket Holder's Season Ticket being re-sold or offered for re-sale; (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 30 for full details.

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

Manchester United Women's Football Club Limited: Season Ticket Terms and Conditions – Season 2021/22

Definitions

1. In these terms and conditions:

“**Authorised User**” means a person the Ticket Holder has authorised to use their Season Ticket for a specific Club home match pursuant to these terms and conditions (including the friends and family provisions of these terms and conditions);

“**Club**” means Manchester United Women's Football Club Limited

“**Eligibility Facilities**” has the meaning given at paragraph 8;

“**Season**” means the women's football season (usually running from August to May) for which a Season Ticket is valid;

“**Season Ticket Card**” means the digital/e-ticket entry card which is provided to the Ticket Holder in order for the Ticket Holder to access the Stadium during the course of the Season. The card shall be stored electronically by the Ticket Holder within the ticket wallet of their smart-phone;

“**Season Ticket**” means a product entitling a person to attend certain competitive home matches of the Club taking place during the Season (subject to these terms and conditions);

“**Spectator's Code of Conduct**” means a Code of Conduct which may be published by the Club relating to COVID-19 and which may be updated from time to time in light of COVID-19;

“**Stadium**” means such venue which is notified to the Ticket Holder from time to time at which the Club plays home league and/or cup matches. It is anticipated that the majority of the Club's home matches will be played at Leigh Sports Stadium, Sale Way, Leigh, WN7 4JY but the Club's home matches may be played at other venues including without limitation the J. Davidson Stadium, Moss Lane, Hale, Altrincham, WA15 8AP and Old Trafford, Sir Matt Busby Way, Old Trafford, Manchester M16 0RA;

“**Stadium Access System**” means the system which permits a Ticket Holder access to the Stadium via their Season Ticket Card; and

“**Ticket Holder**” means the registered holder of a Season Ticket.

General Season Ticket Terms

2. Save in exceptional circumstances and subject to these terms and conditions all Ticket Holders are automatically allocated and receive tickets for all home league matches played by Manchester United women's football team.
3. The purchaser of a Season Ticket is required to agree to these terms and conditions at the point of purchase. Any individual purchasing a Season Ticket for a third party shall be deemed to be acting with the authority 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 Season Ticket the Club shall only communicate with the registered Ticket Holder (regardless of whether such Season Ticket was bought on their behalf or otherwise).
4. Season Tickets are for the use of supporters of the Club only. By purchasing or using a Season Ticket a Ticket Holder is representing that they (and any Authorised User) are a supporter of the Club.
5. There are three categories of Season Ticket:

Under-16 Season Ticket	available to individuals under the age of 16
Over 65 Season Ticket	available to individuals aged 65 and over
Adult Season Ticket	available to all other individuals not entitled to purchase an Under-16 or 65 & Over Season

6. An individual shall be entitled to purchase:
- an Under-16 Season Ticket if they are under the age of 16 on 1 August 2021;
 - a 65 & Over Season Ticket if they are aged 65 or over on 1 August 2021; or
 - an Adult Season Ticket if they are aged 16 or over, but under the age of 65 on 1 August 2021.
7. The price payable by an individual in respect of an Under-16 Season Ticket, a 65 & Over Season Ticket and Adult Season Ticket shall be fixed. Following the purchase of a Season Ticket, an individual will be deemed to be an Under-16 Ticket Holder, Adult Ticket Holder or 65 & Over Ticket Holder (as appropriate) for the duration of the Season. An Under 16 Ticket Holder shall not be required to purchase an Adult Season Ticket if they turn 17 during the Season. An Adult Season Ticket Holder shall not be entitled to purchase an Over 65 Season Ticket (nor shall they receive a refund) in the event they turn 65 during the Season.
8. Use of the seats and viewing spaces in (and tickets for) certain areas of the Stadium is subject to eligibility requirements (for example, seats and viewing spaces designated by the Club from time to time for use by individuals with disabilities and/or accessible seating requirements). These eligibility requirements are either: (1) expressly set out in these terms and conditions; or (2) may otherwise be determined by the Club from time to time. These seats and/or viewing spaces shall be considered to be "Eligibility Facilities" for the purposes of these terms and conditions.
9. Save in exceptional circumstances and subject to these terms and conditions, upon presentation of a Season Ticket Card the Ticket Holder (and no additional persons) will be permitted access during the Season to all home matches in the FA Championship played at the Stadium
10. Following the purchase of a Season Ticket, a Ticket Holder shall be entitled to certain benefits as communicated to the Ticket Holder from time to time by the Club (for example, discounts at the Red Café, Museum and Tour and megastore).
11. The Spectator's Code of Conduct (if applicable) and Ground Regulations issued from time to time by the FA, the Stadium and other relevant authority shall form part of these terms and conditions. Additionally, a breach of the Spectator's Code of Conduct and the Ground Regulations shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 30 shall apply. The issue of the Season Ticket and subsequent access to the Stadium is subject to the rules and regulations of FIFA, UEFA, the FA and any other relevant authority. Any conflict, ambiguity or inconsistency between these Season Ticket Terms and Conditions, the Spectator's Code of Conduct, the Ground Regulations and any other applicable rules and regulations shall be resolved with these Season Ticket Terms and Conditions taking priority.

Away matches

12. A Season Ticket does not guarantee a ticket for any of the Club's away matches (which includes, without limitation, any finals of cup competitions and any cup semi-finals). Where a Ticket Holder obtains a ticket for any away match through any relevant application process (as determined by the Club from time to time), that ticket shall be personal to the Ticket Holder, is not transferable and shall not be transferred or re-sold in any circumstances, save where expressly permitted by the Club (or, if applicable, the away club or the governing body or competition organiser).
13. Where a Ticket Holder obtains a ticket for any away match through any relevant application process conducted by the Club, that ticket is sold: (i) by the Club as agent on behalf of the away club (or, if applicable, the governing body or competition organiser); (ii) subject to the relevant terms and conditions of the away club (or, if applicable, the governing body or competition organiser) and all issues relating to access to, crowd control and stewarding at the away club's stadium shall be the responsibility of the away club (or, if applicable, the governing body or competition organiser) and not the Club (and the Club shall have no liability to the Ticket Holder or any third party in respect of such matters); and (iii) subject to any additional terms and conditions imposed by the Club in respect of away match tickets.

14. If, following the allocation of an away match ticket to a Ticket Holder, any Ticket Holder: (i) transfers or re-sells such away match ticket to any third party without the express permission of the Club or the away club (or, if applicable, the governing body or competition organiser); and/or (ii) commits a breach of the terms and conditions and/or ground regulations of the relevant away club (or, if applicable, the governing body or competition organiser); and/or (iii) commits a breach of any additional terms and conditions imposed by the Club in respect of away match tickets; in each case, it shall be deemed to be a breach of these terms and conditions and: (1) the Club shall be entitled to bar the Ticket Holder from any future application process conducted in respect of away match tickets; and (2) for the avoidance of doubt the provisions of paragraph 30 shall apply.

Upgrades and Downgrades

15. Ticket Holders shall not be entitled to upgrade and/or downgrade tickets for home matches (i.e. an Under 16 Ticket Holder cannot upgrade their Season Ticket to an Adult ticket, an Adult Season Ticket Holder cannot downgrade their Season Ticket to an Under 16 ticket or a 65 & Over Ticket and a 65 & Over Ticket Holder cannot upgrade their Season Ticket to an Adult ticket).

Sharing with Friends and Family

16. For each home match, a Ticket Holder shall (on a match by match basis) be entitled to lend their Season Ticket to a friend or a member of their family provided that:

- (a) the Ticket Holder: (i) shall be responsible for ensuring that the Authorised User complies with these terms and conditions as if the Authorised User were the Ticket Holder; and (ii) shall be liable for the acts and omissions of the Authorised User; and any breach by the Authorised User of these terms and conditions shall be deemed to be a breach by the Ticket Holder themselves;
- (b) the Ticket Holder shall not in any way advertise or market the availability of their Season Ticket on a loan basis (or otherwise) for any home match;
- (c) at the request of the Club, the Ticket Holder shall provide the Club with the name and contact details of any Authorised User;
- (d) Under-16 Ticket Holders shall only be entitled to lend their Season Ticket to a friend or a member of their family who is able to provide satisfactory proof of their eligibility to use the Ticket Holder's particular category of ticket for the relevant match;
- (e) 65 & Over Ticket Holders shall only be entitled to lend their Season Ticket to a friend or a member of their family who is able to provide satisfactory proof of their eligibility to use a 65 & Over Ticket for the relevant match;
- (f) the Ticket Holder shall not be entitled to any part-refund from the Club based on the age of the Authorised User for any home match; and
- (g) where the seat or viewing space allocated to the relevant Ticket Holder's Season Ticket is an Eligibility Facility, the provisions of paragraph 17 shall apply.

17. Where the seat or viewing space allocated to the relevant Ticket Holder's Season Ticket is an Eligibility Facility, the following provisions shall apply:

- (a) if the friend or family member wishes to use the Eligibility Facility, the Ticket Holder must provide the Club with satisfactory proof of their eligibility to use the Eligibility Facility for that match;
- (b) if the Ticket Holder has provided the Club with proof of eligibility for the relevant match in accordance with paragraph 17(a) then (subject to the other provisions of paragraph 16) the Club shall permit the friend or family member to use the relevant Eligibility Facility for the match; and
- (c) if the Ticket Holder is unable to provide proof of eligibility for the relevant match in accordance with paragraph 17(a) then (subject to the other provisions of paragraph 16):
 - (i) the friend or family member shall not be permitted to use the relevant Eligibility Facility for the match unless the Club communicates otherwise; and

- (ii) the Club shall (subject to availability and where the Club is given reasonable notice of the intended use of the Season Ticket by the friend or family member in advance of the match) seek to provide an alternative seat for the match in another area of the Stadium for use by the friend or family member for the match. For the avoidance of doubt, where the Club is unable to provide an alternative seat: (1) the friend or family member shall not be permitted to attend the match using the Season Ticket; and (2) the Ticket Holder shall not be entitled to any pro-rata refund of the price of their Season Ticket.

Use of your Season Ticket

- 18. A Ticket Holder (or: (i) any person purporting to be the Ticket Holder; or (ii) any Authorised User) may be required at any time to deliver up the relevant Season Ticket Card for inspection by the Club and to prove that they are the Ticket Holder (or Authorised User). Admission will be refused to any person who attempts to use the same Season Ticket Card on more than one occasion at the same match, or use a Season Ticket Card which has been cancelled or deactivated for that match.
- 19. The Season Ticket Card must be stored on the Ticket Holder's (or an Authorised Users) mobile phone, within the mobile phone's digital wallet, in order for the Ticket Holder/an Authorised User to access the Stadium. It is the Ticket Holder/an Authorised User's responsibility to ensure the Season Ticket Card can be scanned by the Stadium Access System, which includes:
 - a. Prior to arriving at the Stadium downloading the Season Ticket Card to their mobile phone therefore ensuring that their mobile phone is capable of downloading, storing and being compatible with the Season Ticket Card;
 - b. Ensuring that their mobile phone has enough battery power and is fully functional so that they can scan the Season Ticket Card into the Stadium Access System when seeking access the Stadium; (if the screen of the mobile phone is damaged the Stadium Access System may be unable to scan Season Ticket Card).

The Ticket Holder may incur data charges from their mobile network provider when downloading the Season Ticket Cards. Due to the wide variety of mobile phone handsets the Club are unable to offer technical support or assistance in relation to downloading or compatibility of the Season Ticket Card with mobile devices.

- 20. If a Ticket Holder loses or misplaces their mobile phone (or deletes the Season Ticket Card from their digital wallet) the Ticket Holder can download a duplicate Season Ticket Card. When downloading a Season Ticket Card the Ticket Holder must not act in a fraudulent or illegal manner and/or in breach of any of these terms and conditions (including without limitation paragraph 27 below). **Ticket Holders should note that once a Season Ticket Card has been scanned by the Stadium Access System and entry into the Stadium permitted for a match any subsequent attempts to enter the Stadium for the same match using the Season Ticket Card will be denied.**
- 21. (i) By purchasing a Season Ticket, each Ticket Holder is entering into a fixed duration contract for the relevant Season; (ii) once a Season Ticket is purchased the Ticket Holder shall not be entitled to cancel their Season Ticket; and (iii) except where expressly set out in these terms and conditions, no refunds shall be given by the Club for any matches unattended. In particular, the following should be noted:
 - (a) the dates, times and location of all of the Club's home matches during the relevant Season are subject to alteration on a regular basis and the Club shall have no liability whatsoever to Ticket Holders (or any Authorised User) in respect of any such alterations. The Club shall however make reasonable endeavours to publicise any fixture changes as far in advance as possible (including via the Club website) and the Club recommends that Ticket Holders visit the Club website on a regular basis in order to check the latest dates, times and venue of matches;
 - (b) matches can be abandoned or postponed (for example, due to weather conditions or unforeseen events) and the Club shall have no liability whatsoever to a Ticket Holder (or any Authorised User) if any match covered by the Season Ticket is abandoned or postponed. Ticket Holders (or an Authorised User) shall however be entitled to attend any re-arranged version of such match; and

- (c) in the extremely unlikely event that a match covered by the Season Ticket is cancelled and not subsequently re-arranged, a Ticket Holder will be entitled to a part-refund (not exceeding the price of the Ticket Holder's usual allocated seat for that match).
22. So that the Club can effectively communicate with Ticket Holders, each Ticket Holder must provide the Club with up to date contact details and keep the Club informed at all times of any changes to such contact details.
23. Ticket Holders and Authorised Users are not entitled to re-enter the Stadium if they leave the Stadium at any time on a match day, except where the Club expressly approves such re-entry. The Club will only give such approval where a Ticket Holder or Authorised User had a compelling reason to leave the Stadium in the first instance (for example, reasons of medical emergency).
24. From time to time the Club may charge a booking or administration fee when processing payments made by a Season Ticket Holder using payment cards (usually in the form of a percentage of the overall transaction value). Where any such booking or administration fee is charged the Season 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.
25. Smoking is not permitted in any part of the Stadium and the Club takes a serious view of any individual in breach of this policy. The Club reserves the right to eject from the Stadium any Ticket Holder or Authorised User smoking in any part of the Stadium. For the avoidance of doubt, the foregoing includes smoking of imitation cigarettes, personal vaporizers and/or any other form of electronic or e-cigarette.
26. The Club shall have no liability to a Ticket Holder (or any Authorised User) for: (i) any interruptions and/or restrictions to the view of any match; and/or (ii) any impact on the Ticket Holder's (or Authorised User's) enjoyment of any 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.

Re-sale / transfer of Facilities

27. Season Tickets are personal to Ticket Holders, are not transferable and shall not be transferred or re-sold under any circumstances, except: (i) in accordance with the friends and family procedures set out in these terms and conditions; (ii) where expressly permitted by the Club in its absolute discretion; or (iii) via any ticket exchange system operated by or on behalf of the Club. In particular, Ticket Holders are expressly prohibited from using Season Tickets as gifts or prizes in any competitions or other promotional activities of whatever nature, except where the Club (in its absolute discretion) gives its prior written permission.
28. The unauthorised sale or disposal of football tickets is not permitted by the Club. If: (i) a Ticket Holder is convicted of a criminal offence related to the illegal sale of any football ticket(s); (ii) the Club reasonably suspects that a Ticket Holder may have committed such an offence; or (iii) the Club reasonably suspects that a Ticket Holder may have offered any football ticket(s) for re-sale without authorisation, then: (1) the Club may make any such enquires (including enquiries to the Ticket Holder and/or any Authorised User) as the Club considers necessary in its absolute discretion in connection therewith; (2) the Club may provide any relevant information to any party listed at paragraph 30(e) (information that the Club may disclose includes contact details of the Ticket Holder, any Authorised User and/or any individual in possession of a Ticket Holder's Season Ticket Card, 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 30 shall apply.
29. Season Ticket Cards (and replacement paper tickets) will remain the property of the Club at all times (each Ticket Holder retaining a Season Ticket Card (and replacement paper tickets) on behalf of the Club and being entitled to the benefits conferred by the Season Ticket subject to these terms and conditions). The Club reserves the right to require the immediate return of the Season Ticket Card (and replacement paper tickets) at any time. If the Ticket Holder fails to return the Season Ticket Card (and/or replacement paper tickets) when required by the Club, 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 30 shall apply.

Application of Sanctions

30. Without prejudice to any other rights or remedies that the Club may have, the Club reserves the right to:
- (a) suspend the use of a Season Ticket and/or all or some of its associated benefits for a period of time;

- (b) immediately eject from the Stadium any Ticket Holder, Authorised User and/or any individual in possession of the Ticket Holder's Season Ticket Card (or refuse them entry to the Stadium);
- (c) terminate the Ticket Holder's Season Ticket;
- (d) prevent a Ticket Holder and/or any Authorised User and/or any individual in possession of a Ticket Holder's Season Ticket Card (either indefinitely or for a period of time) from attending any future match held at the Stadium; and/or
- (e) provide the police, other relevant authorities, the FA (or, if applicable, the relevant governing body or competition organiser), other football clubs and/or event holders (who in turn may notify the police, other relevant authorities, the FA (or, if applicable, the relevant governing body or competition organiser), other football clubs and/or event holders) with any relevant information;

in any of the following circumstances:

- (i) the Ticket Holder, any Authorised User or any individual in possession of the Season Ticket Card: (1) breaches any of these terms and conditions; or (2) otherwise misuses the Season Ticket or Season Ticket Card;
- (ii) the Ticket Holder, any Authorised User or any individual in possession of the Season Ticket Card breaches any of the terms and conditions of any other Manchester United related scheme in which he/she is participating;
- (iii) the Club reasonably suspects that entry into the Stadium by a Ticket Holder or an Authorised User will result in a breach of these terms and conditions or the terms and conditions of any other Club related scheme in which he/she is participating (including without limitation any official membership scheme);
- (iv) the Club reasonably suspects that a Ticket Holder's Season Ticket has been re-sold or offered for re-sale for one or more matches in contravention of these terms and conditions (and for the avoidance of doubt, this circumstance shall apply irrespective of whether or not the Ticket Holder is aware that their Season Ticket has been re-sold or offered for re-sale);
- (v) the Ticket Holder is prohibited (whether by law or otherwise) from attending any football ground (including the Stadium) or is the subject of football related criminal or civil proceedings; or
- (vi) any monies are due from a Ticket Holder to the Club and/or any Manchester United group company (in respect of the Ticket Holder's Season Ticket or otherwise).

Please refer to the Official Club Sanctions document which is available at www.manutd.com/clubsanctions and which provides a guide to the sanctions that the Club may impose in the circumstances set out in this paragraph 30.

31. If a Ticket Holder's Season Ticket is suspended or terminated, the Ticket Holder may make a written request for a refund after the end of the relevant Season. A refund will only be payable: (i) for any match(es) for which the Ticket Holder's Season Ticket is not available for use as a result of the suspension or termination; and (ii) to the extent that the Club is able to re-sell the seat attaching to the Ticket Holder's Season Ticket for such match(es). If the Club does re-sell the seat attaching to the Ticket Holder's Season Ticket for such match(es), the level of refund shall not exceed the amount paid by the Ticket Holder for the Ticket Holder's Season Ticket and shall be equal to the sums actually received by the Club from re-selling the seat attaching to the Ticket Holder's Season Ticket less: (i) any monies owed to it (and/or any Manchester United group company) by the Ticket Holder; (ii) any costs incurred by the Club in recovering a Season Ticket Card; and (iii) a reasonable administration fee (reflecting the resource and management required to: (1) investigate the circumstances resulting in the suspension or termination of the Ticket Holder's Season Ticket; (2) implement the suspension or termination; (3) attempt to re-sell the Ticket Holder's Season Ticket for any match(es) (whether on a seasonal or match-by-match basis); 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. If any refund is payable, then it will be made after the end of the relevant Season.

The Club's Liability to the Ticket Holder

32. If the Club fails to comply with these terms, the Club is responsible for loss or damage the Ticket Holder suffers that is a foreseeable result of the Club being in breach of these terms and conditions, however, the Club is not 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 the Club knew it might happen, for example, if the Ticket Holder discussed it with the Club during the sales process.
33. Notwithstanding paragraph 32, the Club is not liable for any business losses. If the Ticket Holder's purchase of their Season Ticket is for any commercial business purposes (or where the Ticket Holder is not acting as a consumer), the Club will have no liability to a Ticket Holder (or their Authorised User) for any loss of profit, loss of business, business interruption, or loss of business opportunity.
34. The Club shall not have any liability to a Ticket Holder (and/or any Authorised User or any individual in possession of a Ticket Holder's Season Ticket Card) for any failure to carry out or delay in carrying out any of the Club's obligations under these terms and conditions, including: (i) admitting a Ticket Holder (or any Authorised User or any individual in possession of a Season Ticket Card) to the Stadium for a particular match; or (ii) making a Ticket Holder's usual or allocated seat available to them for a particular match; in each case which is caused by circumstances outside its reasonable control.
35. The Club shall not have any liability to a Ticket Holder (and/or any Authorised User) for any late delivery or non-delivery of any Season Ticket Card, replacement paper ticket, away match ticket, documents or other materials resulting from the actions or omissions of any postal service provider.
36. In the absence of negligence or other breach of duty by the Club or its servants or agents, a Ticket Holder and/or any Authorised User 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, any Authorised User and/or any individual in possession of a Ticket Holder's Season Ticket Card.
37. For the avoidance of doubt, the Club does not exclude or limit its liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation by the Club; and/or
 - (c) any liability which cannot be limited or excluded by law.

General

38. If a Ticket Holder has any problem with their Season Ticket, they should contact a member of the Ticketing & Membership Services team on telephone number 0161 868 8000. In addition, where the Ticket Holder is a consumer, the Ticket Holder can obtain further guidance and advice from Citizens Advice (www.adviceguide.co.uk).
39. Nothing in these terms and conditions or any Season Ticket gives any guarantee that a Ticket Holder will be entitled to renew their Season Ticket or purchase any tickets at the Stadium in any subsequent Season.
40. 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
41. Save as set out in paragraph 40, 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 a 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.

42. The Club and/or any person authorised by the Club may from time to time create images and/or audio-visual video footage of Ticket Holders and Authorised Users attending the Stadium. The Club owns all rights in such images and footage and the Club shall be entitled to use them (and to allow others to use them) for any purpose whatsoever (provided that such use does not harm the reputation of the relevant individual whose image is used).
43. 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 the automated telephone season ticket purchase process; and/or (iv) information provided to an individual attending the ticket office (or such other physical location from which the Club may sell Season Tickets (for example, the Club megastore)); comprise the entire agreement between the Club and a Ticket Holder in relation to the purchase of a Season Ticket and subsequent use of a Season Ticket Card.
44. The Club reserves the right to change these terms and conditions from time to time (for example, to reflect changes in relevant laws and regulatory requirements), and shall publicise such changes on its website.
45. The Club shall at any time be entitled to transfer its rights and obligations under these terms to another organisation within its group. The Club confirms that: (i) any such transfer shall not adversely impact the Ticket Holder and/or the continued provision of the Facilities by such group company; and (ii) it shall use reasonable endeavours to inform Ticket Holders of any such transfer (for example, by placing a notice on its website of such transfer).
46. 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.
47. This contract is between the Ticket Holder and the Club. No other person shall have any rights to enforce any of its terms.
48. Even if the Club delays in enforcing this contract against the Ticket Holder, the Club will be entitled to enforce it at a later stage. If the Club does not insist immediately that the Ticket Holder does anything he/she/it is required to do under these terms and conditions, or if the Club 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 to do those things or that the Club is prevented from taking steps against the Ticket Holder at a later date.
49. 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.