

## Cup Season Ticket Terms and Conditions 2023/24

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

In particular, we ask you to note the following:

- A Cup Season Ticket may be used by a person who is not the Ticket Holder pursuant to, and in accordance with, the upgrade/transfer procedures and/or the sharing with Official Members procedures set out in these terms and conditions. Subject to those procedures, Cup 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.
- Cup Season Ticket Holders are required to purchase tickets for all Manchester United home matches played in the 2023/24 season in the following competitions:
  - UEFA Europa League;
  - UEFA Conference League (if applicable);
  - FA Cup; and
  - Carabao Cup.
- Ticket Holders are entitled, on a match-by-match basis, to transfer their ticket for any home match, in each case subject to and in accordance with these terms and conditions. See paragraph 27 for further details.
- Use of certain areas of the Stadium is subject to eligibility requirements, for example the wheelchair platforms and the Family Stand. 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 7 for further details.
- Ticket Holders are required to provide valid payment card details which will be used to purchase tickets for home cup matches. If the Ticket Holder either fails to provide valid payment card details or the card or payment for such home cup match is declined, the Ticket Holder's Cup Season Ticket shall be terminated. Please read paragraph 22 for full details.
- The Club will try to inform you of the date that it will take payment for a home cup match, but it will not contact you each time it successfully takes such payment. We recommend that you regularly check your relevant payment card statement and online booking history to view those home cup matches for which payment has been made and your Cup Season Ticket is valid.
- Due to the rules and regulations of competitions in which the Club participates, the Club cannot guarantee that a Ticket Holder's usual seat will be available to them for each home cup match.
- Ticket Holders should inform the Club of any changes to their contact details.
- The dates and times of all of the Club's matches to be held at the Stadium during the Season are subject to alteration. Reasonable endeavours shall be made by the Club to publicise any change to the 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 Cup 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 Cup Season Ticket; (iv) prevent a Ticket Holder and/or any Authorised User and/or any individual in possession of a Ticket Holder's Cup 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 Cup Season Ticket or Digital Cup Season Ticket Card; (ii) the Ticket Holder's Cup Season 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 45 for full details.

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

## Cup Season Ticket Terms and Conditions – Season 2023/24

### Definitions

1. In these terms and conditions:

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

“**Club**” means Manchester United Football Club Limited;

“**Cup 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;

“**Cup Season Ticket**” means a product requiring a person to purchase tickets for all home matches during the 2023/24 season in the cup competitions listed below (as applicable), subject to these terms and conditions. The cup competitions are:

- a. UEFA Champions League;
- b. UEFA Europa League;
- c. UEFA Conference League;
- d. FA Cup; and
- e. Carabao Cup.

“**Eligibility Facilities**” has the meaning given at paragraph 7;

“**Material**” means any audio, visual or audio-visual material or any information or data;

“**Official Member**” means a person who is a member of the official Manchester United membership scheme operated by the Club;

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

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

“**Stadium**” means the Club’s ground at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA;

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

“**The Commitment**” means the statement which can be accessed on manutd.com, the Premier League website or which can be provided on written request by the Club (which may be updated from time to time); and

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

### General Season Ticket Terms

2. The purchaser of a Cup Season Ticket is required to agree to these terms and conditions at the point of purchase. Any individual purchasing a Cup 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 Club 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).

3. Cup Season Tickets are for the use of supporters of the Club only. By purchasing or using a Cup Season Ticket a Ticket Holder is representing that they (and any Authorised User) are a supporter of the Club.

There are seven (age) categories of Cup Season Ticket as further defined below.

#### **Age Categories of the Cup Season Ticket:**

Under-16 Cup Season Ticket	available in designated areas of the stadium to individuals under the age of 16
16-17 Cup Season Ticket	available stadium wide to individuals who are aged 16 or 17
18-20 Cup Season Ticket	available stadium wide to individuals who are aged 18, 19 or 20
18-25 Cup Season Ticket	available to individuals who are aged 18, 19, 20, 21, 22, 23, 24 or 25. Note: these tickets are only available for blocks W101, W102, W103, W104, W105 and W106
25 and Under Cup Season Ticket	available to individuals aged 25 and under. Note: these tickets are available in designated areas of the stadium
65 & Over Cup Season Ticket	available stadium wide to individuals aged 65 and over
Full Cup Season Ticket	available to all individuals

4. An individual shall be entitled to purchase:

- an Under-16 Cup Season Ticket if they are under the age of 16 on 1 August 2023;
- a 16-17 Cup Season Ticket if they are aged 16 or 17 on 1 August 2023;
- a 18-20 Cup Season Ticket if they are aged 18, 19 or 20 on 1 August 2023;
- a 18-25 Cup Season Ticket if they are aged 18, 19, 20, 21, 22, 23, 24 or 25 on 1 August 2023;
- a 25 and Under Cup Season Ticket if they are 25 or under on 1 August 2023;
- a 65 & Over Cup Season Ticket if they are aged 65 or over on 1 August 2023; or
- a Full Cup Season Ticket regardless of their age.

The Club reserves the right to check that a Ticket Holder who has purchased any of these categories of Cup Season Ticket is eligible to do so. Each Ticket Holder who has purchased a Cup Season Ticket in any of these categories consents to such checks being made by the Club or a third party on behalf of the Club. The checks will include validating the Ticket Holder's name, address and age using appropriate third party databases. When conducting these checks personal information that a Ticket Holder has provided to the Club may be disclosed to a credit reference or fraud prevention agency which may keep a record of that information. This is done only to confirm the Ticket Holder's identity. A credit card check is not performed, and a Ticket Holder's credit rating will be unaffected. If the Club cannot verify a Ticket Holder's age using these methods, then it reserves the right to contact the Ticket Holder to ask for further information and validation. If the Club is unable to validate that a Ticket Holder that has purchased one of these categories of tickets is eligible to do so, then the Club reserves the right to terminate that Ticket Holder's Cup Season Ticket.

5. The price payable by an individual in respect of an Under-16 Cup Season Ticket, a 16-17 Cup Season Ticket, a 18-20 Cup Season Ticket, a 18-25 Cup Season Ticket, a 25 and Under Cup Season Ticket, a 65 & Over Cup Season Ticket and Full Cup Season Ticket shall vary depending on the location of the seat within the Stadium and any concessions applied by the Club to any Cup Season Ticket category (and such prices shall be communicated to prospective purchasers of such Cup Season Tickets prior to any such purchase). Following the purchase of a Cup Season Ticket, an individual will be deemed to be an Under-16 Ticket Holder, 16-17 Ticket Holder, 18-20 Ticket Holder, 18-25 Ticket Holder, 25 and Under Ticket Holder, Full Ticket Holder or 65 & Over Ticket Holder (as appropriate).

6. If a Full Ticket Holder reaches the age of 65 during the course of the Season then they shall not be entitled to purchase a 65 & Over Ticket until the following Season and no refunds shall be due in respect of the Season in which they turned 65.

7. Use of the seats and viewing spaces in (and tickets for) certain areas of the Stadium is subject to eligibility requirements (for example: (i) seats and viewing spaces designated by the Club from time to time for use by individuals with disabilities and/or accessible seating requirements; and (ii) seats and viewing spaces, or other areas of the Stadium designated by the Club from time to time as being subject to age restrictions). 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.
8. Save in exceptional circumstances and subject to these terms and conditions, upon presentation of a Cup Season Ticket the Ticket Holder (and no additional persons) will be permitted access during the Season to: (i) all home matches at the Stadium in all the cup competitions referred to in paragraph 18 (in accordance with these terms) and for which the Club has received payment; and (ii) all of the Club's home under 23 team matches (wherever played but subject to capacity restrictions at the relevant venue not having been exceeded); in each case for home matches for the purpose of watching the relevant matches from the seat allocated to the Season Ticket during the Season Ticket application process (subject to paragraphs 14, 15 and 16 below).
9. Following the purchase of a Cup Season Ticket, a Ticket Holder shall also be considered to be a "Member" for the purposes of the Club's 'Official Membership' scheme. Such Membership shall: (i) entitle the Ticket Holder to certain of the benefits (for example, discounts at the Red Café, Museum and Tour and megastore) that are associated with such Membership (but shall exclude: (1) any right to purchase tickets associated with such Membership; and (2) any right to receive a Membership pack (being a pack which includes gifts or 'giveaways' which are included with such Membership and a Digital Membership card)); and (ii) be subject to the terms and conditions of such Official Membership scheme. These are available at [www.manutd.com/termsofsale](http://www.manutd.com/termsofsale).
10. The Spectator's Code of Conduct, The Commitment and 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 (and all references in this agreement to "these terms and conditions" shall include these additional terms). 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 Spectator's Code of Conduct, The Commitment and the Ground Regulations shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, the provisions of paragraph 45 shall apply. The issue of the Cup Season 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 Cup Season Ticket Terms and Conditions, the Spectator's Code of Conduct, The Commitment and the Ground Regulations shall be resolved with these Cup Season Ticket Terms and Conditions taking priority.

#### Away matches

11. A Cup Season Ticket does not guarantee a ticket for any of the Club's away matches (which includes, without limitation, any away cup matches, finals of cup competitions and any FA Cup semi-finals). Where a Ticket Holder obtains a ticket for any away match through the 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).
12. Where a Ticket Holder obtains a ticket for any away match through the 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.
13. 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, The Spectator's Code of Conduct, The Commitment 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 45 shall apply.

#### Relocation of Seats

14. The Club may from time to time relocate a Ticket Holder from their usual allocated seat to an alternative seat within the Stadium where this is required for operational reasons (for example and without limitation, to facilitate the refurbishment or redevelopment of certain areas of the Stadium).
15. Due to the rules, regulations and requirements of the competitions in which the Club participates, the Club cannot guarantee that the Ticket Holder's usual allocated seat will be available for every home cup match. Ticket Holders in the following areas of the Stadium are at greater risk of being relocated than others: (i) East Stand Tier 2 and East Stand Tier 1 Blocks E234 and E235 (as the current location for away fans in the corner between the Sir Bobby Charlton Stand and the East Stand, may not be sufficient to accommodate the away fans' ticket entitlement for a cup match); (ii) Sir Bobby Charlton Stand and Sir Alex Ferguson Stand Tier 2 Block 3407 and Sir Alex Ferguson Stand Tier 3 Block 4401 (to accommodate additional media and commercial partner requirements for UEFA competitions); (iii) the front two rows of East Stand Lower, West Stand Lower and the Sir Alex Ferguson Stand Block N1407 (as advertising boards used for cup matches may be larger than those used for league matches); and (iv) West Stand, Block W209 (to accommodate additional television camera positions).
16. If the Club is unable to allocate a Ticket Holder their usual seat for a particular home match, then an alternative seat will be allocated to that Ticket Holder. If the alternative seat is in the same or a higher price band than the Ticket Holder's usual allocated seat then the price payable by the Ticket Holder for that seat shall be the price that the Ticket Holder would have paid had they purchased their usual allocated seat for the match. If the alternative seat is in a lower price band than the Ticket Holder's usual allocated seat then the price payable by the Ticket Holder shall be the price of that alternative seat for the match (and, in the case of any home match in the Premier League where a Ticket Holder is allocated an alternative seat which is in a lower price band than the Ticket Holder's usual allocated seat, the Ticket Holder shall be entitled to receive a part refund in respect of such match which shall be equal to the difference between the price of the Ticket Holder's usual allocated seat for that match and the alternative seat allocated to the Ticket Holder for that match).
17. Where it is necessary to relocate a Ticket Holder (a "Relocating Ticket Holder") from their usual seat, then the Club will use reasonable endeavours to ensure that the Relocating Ticket Holder is provided with an alternative seat that is adjacent to or within reasonable proximity to any Ticket Holders whose usual seats are adjacent to the Relocating Ticket Holder's usual seat ("Neighbouring Ticket Holders"), provided that the Cup Season Tickets of the Relocating Ticket Holder and the Neighbouring Ticket Holders were purchased from the Club as part of the same transaction or are connected by such other identifiable factor which allows the club to link such tickets on its ticketing and membership database (for example, the same payment card is registered for the purchase of home cup matches).

#### Cup Competitions - FA Cup, EFL Cup, Champions League, UEFA Europa League and UEFA Europa Conference League

18. By purchasing a Cup Season Ticket the Ticket Holder is required to purchase tickets for all home matches for each of the following competitions for the 2023/24 season (as applicable):
  - (i) all home FA Cup matches;
  - (ii) all home EFL Cup matches;
  - (iii) if applicable, all home UEFA Champions League matches;
  - (iv) if applicable, all home Europa League matches; and
  - (v) if applicable, all home UEFA Europa Conference League matches.

If the Club plays in multiple European competitions within a season, then the Ticket Holder will be required to purchase home match tickets for all home matches regardless of which European competition the Club is participating in.

19. If a Ticket Holder is obligated to purchase tickets for all home cup matches that take place in relevant cup competition (as listed in paragraph 18). The Club shall use card details provided under paragraph 21 to fulfil the purchase by a Ticket Holder of a home ticket for each of the ticket schemes that the Ticket Holder has opted into.

#### Consequences of Not Purchasing a Ticket

20. If a Ticket Holder fails to purchase a ticket for a home cup competition this may (at the Club's discretion): cancel the Ticket Holder's Cup Season Ticket.

#### Payment for Home Cup Matches

21. The Ticket Holder's purchase and use of a Cup Season Ticket is conditional upon the Club being provided with valid payment card details in respect of that Cup Season Ticket, and the payment card details will be used by the Club to fulfil the purchase of home cup match tickets for any opted in ticket schemes. Each Ticket Holder must keep the Club informed of any changes relating to the payment card details provided. Please note that the Club is only able to process payments for home cup matches using credit cards, Visa debit cards and Mastercard debit cards (subject to certain specific exceptions where the Club does not accept certain types of these payment cards).
22. If: (i) a Ticket Holder fails to provide the Club with valid payment card details pursuant to paragraph 21; or (ii) the Club attempts to use any payment card details provided pursuant to paragraph 21 to fulfil the purchase of a home cup match ticket and a card or payment is declined; the following provisions shall, in each case, apply:
- (a) the Ticket Holder's Cup Season Ticket Card shall not be activated for the relevant home cup match and the Stadium Access System will not permit the Ticket Holder entry to the relevant home cup match;
  - (b) the Ticket Holder will lose the right to purchase a ticket for the relevant home cup match;
  - (c) the Ticket Holder will be liable to pay any resulting bank or other reasonable administrative charge, or expense incurred or imposed by the Club (including without limitation any booking fee which would usually have been charged on the purchase of such home cup match ticket); and
  - (d) the Cup Season Ticket may be terminated by the Club resulting in the Ticket Holder not being eligible to purchase tickets for any further cup competitions during the current Season. Where the Club terminates a Ticket Holder's Cup Season Ticket the Ticket Holder can appeal by following the process set out in paragraph 24.
23. The Club shall use its reasonable endeavours to inform any Ticket Holder of the date that it will use payment card details supplied by that Ticket Holder to take payment for a home cup match. It is the responsibility of the Ticket Holder to check their payment card statement and online booking history for details of those home cup matches for which payment has been successfully taken.
24. If a Ticket Holder's Cup Season Ticket is terminated pursuant to paragraph 22 (d) the Ticket Holder shall be entitled to appeal to the Club's management against the termination Appeals must: (i) be made within 14 days of the Club informing the Ticket Holder that their Cup Season Ticket has been terminated; (ii) be in writing; (iii) be marked for the attention of Ticketing & Membership Services; and (iv) set out the reasons for the appeal and why the Ticket Holder believes their Cup Season Ticket should not be terminated. Please refer to the Official Club Sanctions guidance document which is available at [www.manutd.com/clubsanctions](http://www.manutd.com/clubsanctions) for further details on the Club's appeals process.

#### Upgrades

25. For each home cup match:
- (a) Under-16 Ticket Holders shall (on a match by match basis) be entitled to upgrade their Cup Season Ticket to a 16-17 ticket, 18-20 ticket, 18-25 ticket (subject availability), 25 and Under ticket (subject to availability), 65 & Over ticket or Full ticket;

- (b) 16-17 Ticket Holders shall (on a match by match basis) be entitled to upgrade their Cup Season Ticket to a Full ticket or an 18-20 ticket, an 18-25 ticket (subject to availability) or 25 and Under ticket (subject to availability);
- (c) 18-20, 18-25 and 25 and Under Ticket Holders shall (on a match by match basis) be entitled to upgrade their Cup Season Ticket to a Full ticket; and
- (d) 65 & Over Ticket Holders shall (on a match by match basis) be entitled to upgrade their Cup Season Ticket to a Full ticket or an 18-20 ticket, an 18-25 ticket (subject to availability) or a 25 and Under ticket (subject to availability);

provided in each case that:

- (i) the relevant Ticket Holder provides the Club with: (1) the name and address of the Authorised User for the relevant match; and (2) satisfactory proof of the eligibility of the Authorised User to use that particular category of ticket for the relevant match (for example: (a) if the Cup Season Ticket is being upgraded from an Under-16 Cup Season Ticket to an 65 & Over ticket, proof that the Authorised User is aged 65 or over; or (b) proof of eligibility for the Authorised User if the relevant Ticket Holder's Cup Season Ticket is for an Eligibility Facility and the Authorised User wishes to use that Eligibility Facility);
- (ii) where the seat or viewing space allocated to the relevant Ticket Holder's Cup Season Ticket is an Eligibility Facility, the provisions of paragraph 26 shall apply;
- (iii) where a Cup Season Ticket has been upgraded for a match, the Ticket Holder pays: (1) the face value of the upgraded ticket for that match (less the cost of the Ticket Holder's current ticket if this has already been paid); and (2) any booking fee or similar reasonable administrative charge which may be payable on such transaction;
- (vii) the Club shall publicise the methods and channels by which a Cup Season Ticket can be upgraded in the manner set out in this paragraph 25;
- (viii) the Ticket Holder: (1) 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 (2) 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; and
- (ix) a Ticket Holder shall not in any way advertise or market the availability of their Cup Season Ticket on an upgrade basis (or otherwise) for any match.

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

- (a) if the Ticket Holder has provided the Club with proof of eligibility for an Authorised User to use an Eligibility Facility for the relevant match in accordance with paragraph 25(d)(i) then (subject to the other provisions of paragraph 25) the Club shall permit the upgrade and the Authorised User shall be permitted to use the relevant Eligibility Facility for the match;
- (b) if the Ticket Holder does not provide proof of eligibility for an Authorised User to use an Eligibility Facility for the relevant match in accordance with paragraph 25(d)(i) then (subject to the other provisions of paragraph 25):
  - (i) the Authorised User shall not be permitted to use the relevant Eligibility Facility for the match unless the Club communicates otherwise; and
  - (ii) if the Authorised User is not permitted to use the relevant Eligibility Facility for the match, the Club shall (subject to availability and where the Club is given reasonable notice of the intended use of the Cup Season Ticket by the Authorised User in advance of the match) seek to provide an alternative seat in another area of the Stadium for use by the Authorised User for the match. For the avoidance of doubt, where the Club is unable to provide an alternative seat: (1) the Authorised User shall not be permitted to attend the match using the Cup Season Ticket; and

(2) the Ticket Holder shall not be entitled to any pro-rata refund of the price of their Cup Season Ticket.

#### Sharing with Official Members

27. For each home cup match, a Ticket Holder shall (on a match by match basis) be entitled to lend their Cup Season Ticket to an Official Member provided that:
- (a) the Ticket Holder must forward the Cup Season Ticket to the applicable Official Member via the Club's online ticketing platform;
  - (b) subject to paragraph 34 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;
  - (c) the Ticket Holder shall not in any way advertise or market the availability of their Cup Season Ticket on a loan basis (or otherwise) for any home match;
  - (d) at the request of the Club, the Ticket Holder shall provide the Club with the name and contact details of any Authorised User;
  - (e) Under-16 Ticket Holders, 18-20, 18-25 and 25 and Under Ticket Holders shall only be entitled to lend their Cup Season Ticket to an Official Member for the relevant match. The upgrades referred to in paragraph 25 can still be used in such circumstances;
  - (f) 16-17 Ticket Holders shall only be entitled to lend their Cup Season Ticket to an Official Member: (i) a 16-17 ticket for the relevant match; or (ii) a 65 & over ticket for the relevant match. The upgrades referred to in paragraph 25 can still be used in such circumstances;
  - (g) 65 & Over Ticket Holders shall only be entitled to lend their Cup Season Ticket to an Official Member: (i) a 65 & over ticket for the relevant match; or (ii) a 16-17 ticket for the relevant match. The upgrades referred to in paragraph 25 can still be used in such circumstances;
  - (h) 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
  - (i) where the seat or viewing space allocated to the relevant Ticket Holder's Cup Season Ticket is an Eligibility Facility, the provisions of paragraph 28 shall apply.

#### **The ability to share tickets does not apply for Ticket Holders in the atmosphere section and Ticket Holders whose Cup Season Ticket is allocated to the atmosphere section on a match by match basis.**

28. Where the seat or viewing space allocated to the relevant Ticket Holder's Cup Season Ticket is an Eligibility Facility, the following provisions shall apply:
- (a) if the Official 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 28(a) then (subject to the other provisions of paragraph 27) the Club shall permit the Official 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 28(a) then (subject to the other provisions of paragraph 27):
    - (i) the Official 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 Cup Season Ticket by the Official 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



Official Member for the match. For the avoidance of doubt, where the Club is unable to provide an alternative seat: (1) the Official Member shall not be permitted to attend the match using the Cup Season Ticket; and (2) the Ticket Holder shall not be entitled to any refund of the price of their Cup Season Ticket.

29. Paragraph 30 shall apply when;
- (a) a Ticket Holder notifies the Club that they wish to lend their Cup Season Ticket to an Official Member in accordance with paragraphs 27 and 28;
  - (b) the person being lent the Cup Season Ticket in accordance with paragraphs 27 and 28 is an Official Member;
  - (c) the person being lent the Cup Season Ticket notifies the Club (using the Club's ticketing platform) that they accept being lent the Cup Season Ticket by a Ticket Holder for a specific match; and
  - (d) a ticket is issued by the Club in the name of the Official Member for the match in question (with the Cup Season Ticket being deactivated for the match).

In such situations the individual being lent the Cup Season Ticket shall be referred to as the "Named User" for the purposes of paragraph 20.

30. In the event that all of the conditions set out in paragraph 29 are met then (i) the Named User shall be responsible for complying with these terms and conditions as if the Named User were the Ticket Holder; and (ii) the Ticket Holder shall not be liable for the acts and omissions of the Named User. When paragraph 29 applies any breach by the Named User of these terms and conditions shall be deemed to be a breach by the Named User and not the Ticket Holder.

#### Renewal

31. Ticket Holders may, at the Club's discretion, be invited to purchase a Cup Season Ticket for the following Season.

#### Use of your Cup Season Ticket

32. 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 Cup Season Ticket Card for inspection by the Club and to prove that they are the Ticket Holder (or Authorised User). To access the Stadium, a Ticket Holder's Cup Season Ticket Card must be scanned into the Stadium Access System as directed by the turnstile operator. Admission will be refused to any person who attempts to use the same Cup Season Ticket Card on more than one occasion at the same match or use a Cup Season Ticket Card which has been cancelled or deactivated for that match.
33. The Cup 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 Cup Season Ticket Card can be scanned by the Stadium Access System, which includes:
- a. Prior to arriving at the Stadium downloading the Cup Season Ticket Card to their mobile phone therefore ensuring that their mobile phone is capable of downloading, storing and being compatible with the Cup Season Ticket Card;
  - b. Ensuring that their mobile phone has enough battery power and is fully functional so that they can scan the Cup 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 Cup Season Ticket Card).

The Ticket Holder may incur data charges from their mobile network provider when downloading the Cup Season Ticket Card. 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 Cup Season Ticket Card with mobile devices.

34. If a Ticket Holder loses or misplaces their mobile phone (or deletes the Cup Season Ticket Card from their digital wallet) the Ticket Holder can download a duplicate Cup Season Ticket Card. When downloading a Cup 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. **Ticket Holders should note that once a Cup 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 Cup Season Ticket Card will be denied.**
35. (i) By purchasing a Cup Season Ticket, each Ticket Holder is entering into a fixed duration contract for the relevant Season; (ii) once a Cup Season Ticket is purchased the Ticket Holder shall not be entitled to cancel their Cup 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 and times of all of the Club's matches to be held at the Stadium 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 and times 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 Cup 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.
  - (c) in the extremely unlikely event that a match covered by the Cup Season Ticket is cancelled and not subsequently re-arranged, a Ticket Holder will be entitled to a refund of the price paid for that match.
36. 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.
37. 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).
38. From time to time the Club may charge a booking or administration fee when processing payments made by a 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 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.
39. 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.
40. 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.
41. 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.

#### Re-sale / transfer of Facilities

42. Cup 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 any upgrade or transfer procedures set out in these terms and conditions; (ii) in accordance with the friends and family procedures set out in these terms and conditions; (iii) where expressly permitted by the Club in its absolute discretion; or (iv) via any ticket exchange

system operated by or on behalf of the Club. In particular, Ticket Holders are expressly prohibited from using Cup 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.

43. The unauthorised sale or disposal of football tickets 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) 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 45(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 Cup 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 45 shall apply.
44. Cup Season Ticket Cards will remain the property of the Club at all times (each Ticket Holder retaining a digital Cup Season Ticket Card on behalf of the Club and being entitled to the benefits conferred by the Cup Season Ticket subject to these terms and conditions). The Club reserves the right to de-activate the Cup Season Ticket Card at any time.

#### Application of Sanctions

45. 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 Cup 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 Cup Season Ticket Card (or refuse them entry to the Stadium);
  - (c) terminate the Ticket Holder's Cup Season Ticket;
  - (d) prevent a Ticket Holder and/or any Authorised User and/or any individual in possession of a Ticket Holder's Cup 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 Premier League (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 Premier League (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 Cup Season Ticket Card: (1) breaches any of these terms and conditions (which includes The Spectator's Code of Conduct, The Commitment and/or the ground regulations); or (2) otherwise misuses the Cup Season Ticket or Cup Season Ticket Card;
- (ii) the Ticket Holder, any Authorised User or any individual in possession of the Cup Season Ticket Card breaches any of the terms and conditions of any other Club related scheme in which he/she is participating (including without limitation any official membership scheme);
- (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 Cup Season Ticket has been re-sold or offered for re-sale for one or more matches 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 their Cup 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 Cup Season Ticket or otherwise).

Please refer to the Official Club Sanctions document which is available at [www.manutd.com/clubsanctions](http://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 45.

46. If a Ticket Holder's Cup 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 Cup 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 Cup Season Ticket for such match(es). If the Club does re-sell the seat attaching to the Ticket Holder's Cup 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 Cup 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 Cup 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 Cup 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 Cup Season Ticket; (2) implement the suspension or termination; (3) attempt to re-sell the Ticket Holder's Cup 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

47. 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.
48. Notwithstanding paragraph 47, the Club is not liable for any business losses. If the Ticket Holder's purchase of their Cup 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.
49. 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 Cup 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 Cup 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.
50. The Club shall not have any liability to a Ticket Holder (and/or any Authorised User) for any late delivery, non-delivery or technical issues impacting the operation of the Cup Season Ticket Card, away match ticket, documents or other materials resulting from the actions or omissions of any postal service provider.
51. 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 Cup Season Ticket Card.
52. 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

- 53. If a Ticket Holder has any problem with their Cup Season Ticket, they should contact a member of the Ticketing & Membership Services team on telephone number 0161 676 7770. 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](http://www.adviceguide.co.uk)).
- 54. The Alternative Dispute Resolution body for the Club is The Independent Football Ombudsman. The Independent Football Ombudsman can be contacted at the following address: The Independent Football Ombudsman, Suite 49, 33 Great George Street, Leeds LS1 3AJ.
- 55. Nothing in these terms and conditions or any Cup Season Ticket gives any guarantee that a Ticket Holder will be entitled to renew their Cup Season Ticket or purchase any tickets at the Stadium in any subsequent Season.
- 56. 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
- 57. Save as set out in paragraph 55, 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.
- 58. All Ticket Holders and Authorised Users who enter the Ground acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them 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, the competition organiser, or others (including commercial partners and accredited media organisations), and use of a Cup Season Ticket to enter the Ground constitutes consent to such use. You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of these Terms & Conditions. Information about the Club's use of your personal data will be brought to your attention by the Club (see for example any applicable privacy policy, signage and/or other forms of announcement in or around the ground). For further information please contact the Club. All Ticket Holders and Authorised Users agree that the Matches are public, and that their appearance and actions inside and in the perimeter of the Ground where a Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Matches.
- 59. 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).
- 60. These terms and conditions (including The Spectator's Code of Conduct, The Commitment and the ground regulations) 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 Cup 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 Cup Season Ticket and subsequent use of a Cup Season Ticket Card.

61. 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.
62. 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).
63. 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.
64. This contract is between the Ticket Holder and the Club. No other person shall have any rights to enforce any of its terms.
65. 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.
66. You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative, security and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's then current privacy policy available at [manutd.com](http://manutd.com). In particular, we may share your personal data, including your name, date of birth, photograph, contact details and information about ticket purchases (including payment details and the names of Authorised Users) with other football clubs, any Football Authority and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment and with enforcing sanctions under the Commitment. We may also share your data in order to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. For more information on how we process your data and who we share it with, please consult the Commitment data protection notice accessible via [manutd.com](http://manutd.com) relating to this use of your personal information.
67. 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.