



MANCHESTER CITY FC AWAY TICKET TERMS AND CONDITIONS 2022/23

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

In particular, we ask you to note the following:

- The Club, Opposing Club and any organiser of any Away Match are unable to give any guarantees that any Away Match will take place at a particular time or on a particular date. As the COVID-19 situation remains ongoing, the Club, Opposing Club and any organiser of any Away Match is also unable to guarantee that Away Matches will not be postponed or played behind closed doors. The Club shall make reasonable endeavours to publicise any change to the time and/or date of any Away Match via email. In the event of the postponement, rescheduling or abandonment of an Away Match, Ticket Holders shall be entitled to attend any such re-arranged Away Match or (subject to certain conditions) Purchasers shall be entitled to a refund. Please see clause 2 for details.

- Each Ticket is issued for the sole use of, and is personal to, the Ticket Holder and may only be transferred to a nominated City Family Group member in accordance with clause 3.2.

- The Club and Opposing Club follow Government and Football Authority advice with respect to COVID-19. As such, we cannot rule out a change to these Away Match T&Cs during the Season, including in respect of admission and capacity at the Away Ground and the playing of Away Matches behind closed doors Your entry into the Away Ground may also be subject to any COVID-19 specific requirements and checks as the organiser of the Away Match has in place from time to time.

- In certain circumstances, the Club and/or the organiser of the Away Match has the right to do any of the following: (i) refuse an individual entry to the Away Ground (ii) suspend or ban an individual for a period of time determined by the Club (iii) terminate the Ticket purchase and/or (iv) inform the police or other relevant authorities. The circumstances include: (a) breach (or suspected breach of) of the Away Ticket T&Cs; (b) a prohibition from entering the Away Ground or any other sporting venue; (c) instances of abusive, dangerous or other unacceptable behaviour; (d) failure to comply with the Covid-specific requirements set out by the organisers of the Away Match and/or (e) resale or attempted resale of Tickets other than in accordance with these Away Ticket T&Cs. Please read clause 6 for more details.

- Save as set out in clause 2, the Club will not be obliged to make any refund to any Purchaser in respect of any ejection from or refusal of entry to the Away Ground or in respect of any Ticket which is suspended or withdrawn in accordance with the provisions of these Away Ticket T&Cs.

- Personal data provided by Purchasers to the Club in the purchase of Tickets shall be collected, stored, and used by the Club in accordance with the Club's Privacy Policy. Each Purchaser is responsible for bringing these terms, including the Club's Privacy Policy to the attention of any Ticket Holder for who it purchases a Ticket.

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



The following terms and conditions (the “**Away Ticket T&Cs**”) apply to all purchases of Tickets (as defined below). Before purchasing a Ticket, please ensure that you have read these Away Ticket T&Cs alongside the Ground Regulations and any relevant COVID-19, or other, guidelines put in place by Opposing Clubs for Away Matches carefully. By purchasing a Ticket, you acknowledge that you have read, understood, accepted, and agree to be bound by and to comply with these Away Ticket T&Cs.

Defined terms used in these Away Ticket T&Cs shall have the meanings ascribed to them in clause 11 below.

1. Purchase and Issue

- 1.1. Tickets will only be available to those who meet the sales criteria for the Away Match (as set out on the Website in advance of each Away Match), it being acknowledged that even if such sales criteria are met, Tickets may be limited and are sold subject to availability, so no individual is guaranteed a Ticket.
- 1.2. The Club may offer Tickets for sale to supporters of the Club and neutral supporters only. By applying to purchase one or a number of Tickets, you hereby warrant and represent that you are a supporter of the Club or a neutral supporter and not a supporter of the Opposing Club, and that the personal details you have provided are true and accurate. Tickets are sold subject to these Away T&Cs as well as:
 - a. additional sales criteria applicable to each Away Match which shall be published on the Website in advance of each Away Match;
 - b. the Away Ground Terms; and
 - c. any other terms and conditions communicated to the Purchaser prior to their purchase, (together, the “**Relevant T&Cs**”) and you hereby agree to comply with the same.
- 1.3. The Club acts as agent on behalf of the Opposing Club or relevant competition organiser when supplying Tickets. The Club shall not be liable to any Ticket Holder for failure to supply a Ticket if prevented from doing so by reason of the Opposing Club and/or the Away Ground Terms.
- 1.4. By applying to the Club to purchase one or a number of Tickets, you are making an offer to the Club. All Tickets are sold subject to availability. A contract for the supply of a Ticket and any associated benefits shall be created when the required payment has been received by the Club and the Club has issued the relevant Ticket and shall always be subject to and conditional on any additional COVID-19 specific requirements set out by the organisers of the Away Matches being met, including any requirements under any relevant COVID-19 guidelines put in place by the organisers of Away Matches. An email confirmation will be sent to the individual whose account was used to purchase the Ticket(s). Any individual purchasing a Ticket for a Ticket Holder other than themselves, shall be deemed to be acting with the authority of each such Ticket Holder, including the authority to agree to these Away Ticket T&Cs and the other Relevant T&Cs on such third party’s behalf.
- 1.5. The price payable for each Ticket shall be as set out on the Website or as otherwise notified by the Club from time to time. Booking fees may apply. Unless expressly stated otherwise, all prices are inclusive of VAT. The Club always tries to ensure that pricing and ticketing information provided by the Club is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to any Ticket which has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Purchaser will have the option of reconfirming the order at the correct price/product description or cancelling the order. If the Club is unable to contact the Purchaser having made



reasonable attempts to do so, the Club will treat the order as cancelled. If the order is cancelled or treated as cancelled pursuant to this clause 1.5, the Club will provide a full refund to the Purchaser using the payment details provided (less any booking fees incurred). If valid payment details have not been provided, no further action will be taken by the Club.

- 1.6. Generally, tickets will not be posted for the 2022/23 Season, although Opposing Club's may distribute paper Tickets for some Away Matches. The Purchaser will be advised what form the Ticket shall take at the point of sale. Unless indicated that a physical paper ticket will be posted, a Purchaser must download a mobile (contactless) ticket, unless they do not have access to a smart phone, in which case the Purchaser will be given an option to use a Print@Home ticket which they can locate and print from their online supporter account. To use a Ticket, a Purchaser will be required to either present their physical Ticket where a paper Ticket has been issued or print the Ticket at home or ensure they have the required digital device to show a Ticket upon entry to the Away Ground. The Club and/or the Opposing Club will not be liable for any loss, damage, injury, or disappointment suffered in connection with a Purchaser failing to bring their Ticket to the specific Match and may refuse entry to the Away Ground at their discretion.
- 1.7. Where Tickets are issued by the Opposing Club, the Club shall not have any liability to any Purchaser or Ticket Holder for any non-delivery or late delivery of any Tickets, documents or other materials dispatched by the Opposing Club to the Purchaser and/or Ticket Holder resulting from the actions, omissions, malfunctions or interruptions of the Opposing Club, any postal services, computer or systems error or malfunctions or incomplete or inaccurate personal details or addresses provided to the Club. Should any such items purchased not arrive in the post by seven (7) days before the relevant Match, the Purchaser should contact the Club immediately.
- 1.8. Where mobile (contactless) Tickets or Print@Home Tickets are issued, the Purchaser will receive a confirmation email detailing when the Purchaser or Ticket Holder should receive the Ticket(s) by email in the case of mobile (contactless) Tickets or when the Ticket(s) will be available for printing from the online supporter account in the case of Print@Home Tickets. The Club shall not have any liability to any Purchaser or Ticket Holder for any non-delivery or late delivery of any Tickets, documents or other materials dispatched by the Club resulting from the actions, omissions, malfunctions, or interruptions of the Opposing Club, or incomplete or inaccurate personal details or email addresses provided to the Club. In the event that the Purchaser / Ticket Holder does not receive his/her/their Ticket by at least 2 working days before the relevant Match, they should contact the Club.
- 1.9. The Club shall be entitled to require that additional information and/or documentation be submitted to the Club at any time should the Club deem it necessary in order to verify the Purchaser's and/or individual Ticket Holder's identification and/or other information with regards the Purchaser's Ticket purchase including to satisfy the Club requirements (from time to time) related to COVID-19 measures. The Purchaser and individual Ticket Holder shall cooperate with the Club in connection with the same.
- 1.10. No Ticket Points shall be awarded in respect of Away Matches.
- 1.11. A Purchaser may, at all times subject to availability, purchase a Ticket on behalf of another individual (and such individual is identified as the Ticket Holder at the point of purchase of the Ticket) as part of the City Family Group only, provided the Purchaser purchases and retains a Ticket for their own personal use. Such purchase on behalf of another person must be for his/her/their personal use only and PROVIDED that:
 - a. such purchase takes place in consideration of no payment or benefit in excess of the face value of the Ticket and such purchase does not take place in the course of any business or for the purpose of facilitating any third party's business; and



- b. the individual on whose behalf you have purchased the Ticket will be subject to the Conditions of Entry (including the Commitment) which will bind each end user as if he/she/they were the original purchaser of the Ticket.
- 1.12. If a supporter wishes to use the City Family Group, the supporter should ensure that they have the permission of all family and friends added to the group before proceeding with any Ticket purchase. Similarly, if a supporter provides permission to be added to a City Family Group, they acknowledge and agree that tickets may be purchased on their behalf at any time. It is the particular supporter's responsibility to monitor his/her/their account for any purchases being made on his behalf as the Club will be under no obligation to notify the supporter of the same.
2. **Changes to Order, Changes to Match Dates and Refunds**
- 2.1. Once purchased, a Purchaser shall not be entitled to change their Ticket(s).
- 2.2. Should the Purchaser wish to cancel one or more Ticket purchases, subject to clause 2.4, the Club will provide a Purchaser with a full refund in respect of a valid Ticket, provided that a written request to cancel the Ticket is made (using the Club contact details outlined in clause 7) by no later than seven (7) days before the date of the relevant Away Match. In the event that a Purchaser is issued a paper Ticket in accordance with clause 1.6, the paper Ticket must be returned to the Club in conjunction with the written request to cancel the Ticket as outlined in this clause 2.2.
- 2.3. The Club, Opposing Club and any organiser of any Away Match are unable to give any guarantees that any particular Away Match will take place at a particular time or on a particular date or that there will not be further restrictions imposed on the number of fans who are permitted at the Away Ground, and reserve the right to (i) reschedule or cancel any Away Match and/or (ii) cancel your Ticket due to compliance with Official Guidelines without any liability whatsoever. Where reasonably practicable, the Club shall endeavour to publicise any fixture changes in advance via the Website. The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 2.4. A refund pursuant to clause 2.2 will only be issued on the cancellation of (i) the original Ticket within the specified timeframe and (ii) satisfactory identification that the individual requesting the refund is the Purchaser. The final decision shall at all times belong to the Club.
- 2.5. **Covid-19 Specific Cancellation Rights.** In addition to the right to cancel set out in clause 2.2 above, in the limited circumstances where a Ticket Holder needs to cancel his/her/their ticket on shorter notice because he/she/they are prevented from being able to attend an Away Match due to testing positive for COVID-19.

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



3. Use of a Ticket; Transfer of Tickets and Cessation of Rights

- 3.1. Save as permitted in clause 3.2, each Ticket is issued for the sole use of, and is personal to, the Ticket Holder. The Purchaser and any Ticket Holder shall not sell, assign or transfer their Tickets to any other person nor use the Ticket for any commercial purpose. The reference to selling a Ticket includes (i) offering to sell a Ticket (including, without limitation, via any website, social networking/media site or online auction site), (ii) exposing a Ticket for sale, (iii) making a Ticket available for sale by another person and/or (iv) advertising that a Ticket is available for purchase. For the avoidance of doubt (and by way of example only) a Ticket may not be: offered as a prize in any promotion, prize draw or competition; (v) transferring, lending or selling to any third party as part of a hospitality or travel package; (vi) giving (or offering to give) to a third party who pays or agrees to pay for some other goods or services; or (vii) used for any other commercial purpose (all save as expressly authorised by any Football Authority or the Club as applicable).
- 3.2 A Purchaser may transfer his/her/their Ticket to a nominated individual who is linked to the Purchaser via the City Family Group for the purpose of allowing that individual to attend such an Away Match where the Ticket Holder is unable to attend by telephoning the Club on +44 (0)161 444 1894, subject to the following conditions:
- a. such transfer must not be made in the course of business, for any commercial purpose, for the purpose of facilitating any third party's business, or for the purpose of increasing the Purchaser's collection of Ticket Points;
 - b. the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket;
 - c. such purchase/transfer must not breach clause 1.2 above; and
 - d. the Ticket Holder / transferee (as applicable) shall adhere to and be bound by these Away Ticket T&Cs and the Conditions of Entry which apply to and bind each Ticket Holder / transferee (as applicable) as if he/she/they were the original purchaser and intended user of that Ticket (and any obligations / restrictions in these Away Ticket T&Cs which are stated as applying to the Ticket Holder shall be construed as applying equally to any transferee). It is the responsibility of the Purchaser to inform the Ticket Holders and any transferees of these requirements.
- 3.3. The unauthorised sale or disposal of a Ticket (as described in clause 3.1) may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. If an individual is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that an individual has committed (or is attempting to commit) a ticket touting offence anywhere in the world, then:
- a. the Club may notify the Police, the FA, FIFA, and the Premier League who in turn may notify other clubs and/or the relevant law enforcement authorities. The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at Away Matches;
 - b. the Club may make any such enquiries as the Club considers necessary;
 - c. such conduct shall be deemed to be a serious breach of these Away Ticket T&Cs by the Purchaser / Ticket Holder, and, for the avoidance of doubt, the terms of clause 6 shall apply.



- 3.4. If a Purchaser suspects that ticket touting is taking place in or around the Away Ground, the Club requests that they promptly report their suspicions to the Club or the Opposing Club and the police.
 - 3.5. All Tickets will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Away T&Cs at any time. Tickets must be produced along with evidence of identity / age / address if required at any time by any official, steward or employee of the Club, any police officer, or the Opposing Club and / or organiser of the Away Match. If the Purchaser fails to return a Ticket when required, it shall be deemed to be in breach of these Away T&Cs and, for the avoidance of doubt, the provisions of clause 6 will apply.
 - 3.6. Where your Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the Premier League and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.
 - 3.7. Any Ticket obtained or used in breach of the Conditions of Entry (including the Commitment) shall be automatically void and all rights conferred or evidenced by such Ticket shall be nullified. Any person seeking to use a Ticket in breach of the Conditions of Entry (including the Commitment) to gain entry to the Away Ground or remain at an Away Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Away Ground in respect of a particular Away Match and/or may have his/her/their Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this clause 3.7, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of an Away Match Ticket.
4. **Access to the Away Ground**
- 4.1 To gain admission to the Away Ground, a valid Ticket must be presented. Tickets must be produced along with evidence of identity, age and/or address if required at any time by any official, steward or employee of the Opposing Club or any police officer.
 - 4.2. Entry into the Away Ground is subject always to:
 - a. the Conditions of Entry, Relevant T&Cs; and
 - b. if applicable, any COVID-19 specific requirements implemented by the Opposing Club having been met to the Opposing Club's satisfaction (e.g., evidence of vaccination, a health questionnaire, temperature check) and the Commitment.
 - 4.3 By purchasing and/or using a Ticket you: (i) certify that you have read, understood and accepted the Conditions of Entry, Relevant T&Cs and relevant COVID-19 guidelines of the Opposing Club; (ii) agree to be bound by and to comply with the Conditions of Entry, Relevant T&Cs and relevant COVID-19 guidelines of the Opposing Club; and (iii) agree to bring to the attention of others, as required above, the Conditions of Entry and Relevant T&Cs and relevant COVID-19 guidelines of the Opposing Club.
 - 4.4. The Club is not responsible for any issues relating to access and safety at any Away Ground.
 - 4.5. A Ticket permits the holder to occupy the seat indicated on the Ticket at the relevant Away Match, or such other alternative seat as may, from time to time, be allocated under the relocation policy of the issuer of the Ticket. This is of particular importance given the current COVID-19 situation. Nothing in these Away Ticket T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Ticket at any subsequent Away Match.



- 4.6. **Disabled Supporters.** In the event that the Purchaser requires a seat in a disabled access area and / or the use of a Personal Assistant, the relevant policy of the Opposing Club / organiser of the Away Match shall apply. Should the Purchaser require such arrangements, he/she should contact the Club's Access Team on [INSERT PHONE NUMBER].
- 4.7 Ticket Holders accept and acknowledge that seating allocation may be subject to social distancing or other COVID-19 prevention measures as determined by the organisers of the Away Match from time to time. Ticket Holders agree to remain in their allocated seats wherever possible and shall in no circumstances sit in any seat other than their allocated seat even if other seats appear empty.
- 4.8 All access to the Away Ground pursuant to a Ticket shall be for the purposes of private enjoyment of the Away Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 4.9 Ticket Holders agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club into disrepute. Without prejudice to the generality of the foregoing, the Club does not tolerate abusive, offensive, homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal, or other) and any such conduct shall be considered a serious breach of these Away Ticket T&Cs. Any Ticket Holder who is found or is reported to be abusing any football player, Away Match official, supporter, member of staff or any other individual in or around the Away Ground may face arrest and prosecution by the police and a banning order by the Club and/or the Opposing Club and authorities.
- 4.10 Save as set out in clause 4.11 below, you must not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Away Match, any players or other persons present in the Away Ground, nor may you bring into the Away Ground or use within the Away Ground (or provide to, facilitate or otherwise assist another person to use within the Away Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the Premier League and/or the Club, and clause 6 shall apply.
- 4.11 Mobile telephones and other mobile devices are permitted within the Away Ground PROVIDED THAT (i) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (ii) no Material that is captured, logged, recorded, transmitted, played, issue, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking/media sites.
- 4.12 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Away Ground in relation to the Away Match, any players or other persons present in the Ground and/or the Away Ground (whether produced in breach of clause 4.10 above, or pursuant to clause 4.11 above, or otherwise) is hereby assigned to the Premier League, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Premier League) to promptly execute all instruments and do all things necessary to vest the right, title, and interest in such rights to the Premier League absolutely and with full title guarantee.
- 4.13 Ticket Holders will:



- a. not seek to enter the Away Ground where to do so would be non-compliant with the Opposing Club's Covid-19 prevention measures;
- b. not offer or distribute (either free or for sale by any person) within the Away Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications (for example, Fanzines) in any format which do not infringe clause 4.10 where both the content and the publication are lawful in all respects and do not in the Opposing Club's reasonable opinion constitute a threat to public order; or
- c. not bring into the Away Ground any food or drink items unless purchased (subject to operation and availability) at the Away Ground's external kiosks.
- d. not bring into, use, or display within the Away Ground any sponsorship, promotional or marketing materials other than official Club merchandise and/or other football-related clothing worn in good faith (in accordance with clause 1.2 above);
- e. not attempt to gain access to the Away Ground wearing or carrying apparel (including hats and/or scarves) that demonstrates support for a team other than the Club (but for the avoidance of doubt, not including any "half and half" apparel sold in relation to the Match). Any such attempt may result in admission being refused or the relevant individual being ejected from the Away Ground; and
- f. adhere to any relevant dress code in place at the Away Ground.

4.14 The Club and/or the Opposing Club reserves the right to refuse entry to/eject any person from the Away Ground who (in the Club's and or the Opposing Club's reasonable opinion) attempts to undertake any action in contravention of clauses 4.11 and/or 4.13 and to withdraw or suspend the individuals Ticket at the Club's or the Opposing Club's discretion (and no refund will be given).

5. **Lost, stolen, and damaged Tickets**

- 5.1. Neither the Club nor the organiser of the Away Match and / or the Opposing Club shall be responsible for, and shall not be obligated to admit entry to a Ticket Holder:
- a. if they do not have the required digital device to show the Ticket or in the absence of a digital device, present a Print@Home Ticket or a paper Ticket upon entry to the Away Ground; or
 - b. in respect of any Print@Home or paper Tickets issued by the Club / Opposing Club which are lost, stolen, forgotten, damaged, defaced, or destroyed. Whether Tickets are damaged, defaced or destroyed will be determined by the Club (or the Opposing Club upon entry) each acting in its sole discretion (as applicable).

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

- 6.1. Without prejudice to any other rights or remedies that the Club and/or the Opposing Club may have, the Club and/or the Opposing Club reserves the right, at its absolute discretion, to:
- a. refuse a Ticket Holder from entering the Away Ground;
 - b. exclude (indefinitely or for a period of time determined by the Club and/or the Opposing Club) a Purchaser / Ticket Holder from using and/or applying to purchase any ticket in respect of, any future Home Match



(or Away Match held at that particular Away Ground) (including, without limitation, use of any benefits associated with the Ticket), or any other Club membership, product or service;

- c. terminate the contract for the purchase of the Ticket; and/or
- d. provide the police and any other relevant authorities including any Football Authority and/or any other football clubs with any relevant information, in any of the following circumstances:
 - (i) the Purchaser and / or Ticket Holder (or any person in possession of the relevant Ticket) breaches any of the Away Ticket T&Cs, Relevant T&Cs or Conditions of Entry (including the Commitment) (or the Club has reasonable grounds to suspect such breach), and any such breach (or suspected breach) shall be deemed to be a breach (or suspected breach) of these Away Ticket T&Cs;
 - (ii) the Club reasonably suspects that entry into the Away Ground by the Ticket Holder (or any person in possession of the Ticket Holder's Ticket) will result in a breach of these Away Ticket T&Cs, Relevant T&Cs or Conditions of Entry or the terms and conditions of any other Club related scheme;
 - (iii) the Club reasonably suspects that a Ticket Holder's Ticket has been offered for re-sale or re-sold in contravention of these Away Ticket T&Cs;
 - (iv) the Purchaser / Ticket Holder is prohibited (by law or otherwise) from attending the Home Ground, the Away Ground, or any other sporting venue anywhere in the world or is the subject of football related criminal or civil proceedings; or
 - (v) the Purchaser / Ticket Holder (or any person in possession of the relevant Ticket) engages in any abusive, dangerous, or other unacceptable behaviour in or around the Home Ground, Away Ground, or any other sporting venue anywhere in the world.

6.2. Without prejudice to the general nature of clause 6.1, the following actions shall constitute a non-exhaustive list of conduct which shall constitute a serious breach of the Away Match T&Cs and shall enable the Club and/or the Opposing Club to exercise its rights as described in clause 6.1 above:

- a smoking in designated non-smoking areas (including the smoking of electronic cigarettes);
- b being (or appearing to be intoxicated);
- c persistent standing in seated areas whilst the Away Match is in progress;
- d the sale or transfer of a ticket to any person outside the scope of the transfers permitted to members of a City Family Group as set out in clause 3.2;
- e the deliberate misuse of a Ticket (including but not limited to the use of a Ticket described in clause 3.3);
- f any misrepresentation in relation to clause 1.2, above;
- g the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive, or racist;
- h the throwing of any object within the Away Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
- i whether at the Away Ground, or travelling to the Away Match;
 - i the use of foul, obscene, abusive and/or racist language and/or gestures;
 - ii the chanting of anything of an indecent or racist nature;
 - iii fighting, or engaging in any and/or inciting violence;
- j any other conduct outlined in clause 4.9;



- k bringing any of the following into the Away Ground (or using them within the Away Ground): illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; bottles; glass vessels or any item that might be used as a weapon and compromise public safety;
- l entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- m the supply of any misleading or incorrect information in any application;
- n any failure to observe any COVID-19 prevention measures as may be in place;
- o any breach of clause 4.13 above;
- p any failure or refusal to observe lawful instructions of the police or the Club and or the Opposing Club (including its representatives e.g., stewarding staff);
- q any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of a Ticket; and/or;
- r any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment.

6.3. If requested, Ticket Holders must submit to a search to gain entry to the Away Ground. A bag policy may be in operation at the Away Ground.

6.4. The Club will not be obliged to make any refund to any Purchaser in respect of any ejection from or refusal of entry to the Away Ground or in respect of any Ticket which is suspended or withdrawn in accordance with the provisions of these Away Ticket T&Cs.

6.5. Any person attempting to enter or having entered the Away Ground with a concessionary priced Ticket must meet the criteria applicable to such concessionary Ticket. Failure to do so may result in (i) refusal of entry to, or ejection from, the Away Ground and the Ticket being withdrawn with no refund given and / or (ii) exclusion from using and / or applying to purchase a Ticket in respect of any future Home or Away Match (indefinitely or for a period of time).

7. **Change of Details**

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

8. **Exclusion of Liability**

8.1. Subject to clause 8.3, the Club expressly excludes all liability resulting from:

- a. any failure or delay by the Club in carrying out any of its obligations under these Away Ticket T&Cs which is caused by circumstances outside of the Club's reasonable control;
- b. the alteration of the dates and times of Away Matches;
- c. the abandonment, rescheduled, postponement or cancellation of Away Matches; and/or



d. any issues relating to access and safety at any Away Ground.

8.2. Subject to clause 8.3, the Club shall have no liability whatsoever to any Purchaser or Ticket Holder for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

8.3. For the avoidance of doubt, nothing in these Away Ticket T&Cs shall exclude or limit the Club's liability for:

a. death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or

b. any other conduct for which liability may not be excluded or limited as a matter of English law.

8.4 Neither the Premier League nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Away Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators and (subject to clause 8.3) expressly excludes all liability arising in respect of the same.

9. Data Protection

9.1. You acknowledge and agree that the Club will hold and process data relating to you, which may include the personal data for administrative, security and legal purposes. The personal data that you provide to the Club shall be collected, processed, stored and transferred in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679) and the Club's privacy policy (available on the Website at www.mancity.com/Common/Privacy) "Privacy Policy". In particular, the Club 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 ticket holders) 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 Away 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 our Privacy Policy and the Premier League's privacy policy accessible via <https://www.premierleague.com/privacy-policy> relating to this use of your personal information.

9.2 All Ticket Holders agree that the Matches for which the Tickets have been purchased are public, and that their appearance and actions inside and in the perimeter of the Away Ground are public in nature and that they shall have no expectations of privacy with regards their actions or conduct at Matches. All persons who enter the Away Ground acknowledge that photographic images and/or video recordings and/or feeds (and/or stills taken from video recordings) may be taken of them and may also be used by way of example and without limitation, in televised coverage of Matches and/or for promotional or marketing purposes by the Club, the Opposing Club, the Premier League or other third parties and the use of a Ticket to enter the Away Ground constitutes consent to such use.

10. General

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



- 10.2. The Club reserves the right to make amendments to these Away Ticket T&Cs from time to time, provided that the amendments shall not result in any Purchaser receiving any less than the same or substantially similar benefits to those that the Purchaser was entitled to receive prior to such amendments. Up to date versions of the Away Ticket T&Cs will be made available as soon as practicable on the Website, and hard copies will be available from the Club upon request.
- 10.3. A reference in these Away Ticket T&Cs to the words “include” or “including”, shall be read as being followed by the words “without limitation”. References to any legislation, are references to such legislation as may be updated, amended, superseded, replaced, or repealed from time to time.
- 10.4. If any provision(s) of these Away Ticket T&Cs is / are declared void, ineffective or unenforceable by any competent court, the remainder of the Away Ticket T&Cs shall remain in effect as if such void, ineffective or unenforceable clause(s) had not been included.
- 10.5. The Club’s failure to exercise, or delay in exercising, any right, power, or remedy provided by these Away Ticket T&Cs or by law shall not constitute a waiver of that right, power, or remedy.
- 10.6. Notwithstanding any other provision in these Away Ticket T&Cs and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 (“Act”) to rely on or enforce any term of these Away Ticket T&Cs. Nothing in these Away Ticket T&Cs shall affect any right or remedy of a third party that exists or is available other than as a result of the Act.
- 10.7. These Away Ticket T&Cs and any dispute arising thereof (contractual or non-contractual) shall be governed by and interpreted in accordance with English Law and are subject to the exclusive jurisdiction of the courts of England.

11. Definitions and Interpretation

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

“ Away Ground ”	the venue of the Opposing Club where the Away Match takes place;
“ Away Ground Terms ”	the Opposing Club and / or Away Ground’s terms and conditions, ground regulations and the directives of the Opposing Club, governing body, or competition organiser, as applicable, including without limitation the Ground Regulations and any specific COVID-19 measures or guidance implemented by the Opposing Club;
“ Away Match ”	any Premier League Match or Cup Match or friendly match played by the Team at an Away Ground;
“ City Family Group ”	a group of supporters who are registered as friends and/or family members on the Website;
“ Club ”	Manchester City Football Club Limited (company number: 00040946) whose registered office is at the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
“ Commitment ”	the Premier League’s Commitment Regarding Abusive and Discriminatory Conduct (which can separately be found on – or accessed via, the Premier League’s website at https://resources.premierleague.com/premierleague/document/2021/08/27/ff0e07



[06-b63c-4c27-aafe-94faeaa1d759/PL-Commitment-re.-abusive-and-discriminatory-conduct-August-2021-.pdf](#), or can be provided upon written request to the Club

“Conditions of Entry”	(i) the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the Football League, (ii) the Ground Regulations and (iii) the Commitment;
“Cup Match”	any Match in any one of the following competitions in which the Team participates during the Season: the League Cup, the FA Cup, and the UEFA Competitions (Europa League Cup and Champions League);
“Disabled Supporter”	any supporter of the Club who has a physical or mental impairment that has a ‘substantial’ and ‘long-term’ negative effect on their ability to do normal daily activities;
“Football Authority”	the Premier League, The Football League, The Football Association, The Football Association of Wales, FIFA, UEFA, and any other relevant governing body of association football;
“Home Ground”	the Etihad Stadium, Etihad Campus, Manchester M11 3FF (or such other ground to which the Club relocates on a temporary or permanent basis to the extent that the Etihad Stadium is unavailable for use by the Club);
“Ground Regulations”	the ground regulations issued by the Opposing Club or other organiser of the Away Match from time to time that set out the terms and conditions upon which spectators are granted entry to the Away Ground, a copy of which is available on request from the Opposing Club or otherwise on display at the Away Ground;
“Official Guidelines”	means Government and/or Football Authority rules, regulations, and guidelines;
“Opposing Club”	the home football club playing against the Club in the relevant Away Match;
“Personal Assistant”	an individual who is responsible for a Disabled Supporter’s care;
“Premier League Match”	any match played by the Team in the English Premier League during the Season;
“Purchaser”	a person purchasing any number of Tickets;
“Season”	1 July 2022 2021 to 30 June 2023;
“Team”	the Club’s men’s first team squad;
“Ticket”	the mobile (contactless), Print@Home ticket, and if made available by the Club and/or the Opposing Club, the printed paper Ticket or any other method for entry stipulated by the Opposing Club from time to time entitling a person to attend the relevant Away Match taking place at the Away Ground during the Season;
“Ticket Holder”	a registered holder of a Ticket;
“Ticket Points”	ticket points awarded by the Club to Purchasers under the Club’s ticket point scheme in place from time to time; and
“Website”	the Club’s website found at the URL www.mancity.com .