



## MARKET PLACE 20/21 EVENT TERMS AND CONDITIONS

The following terms and conditions (the “**Event Ticket T&Cs**”) apply to all Ticket bookings to the Event (as defined below). Before booking your Tickets, please ensure that you have read these Event Ticket T&Cs carefully. By booking Tickets, you acknowledge that you have read, understood, accepted and agree to be bound by and to comply with these Event Ticket T&Cs.

Defined terms used in these Event Ticket T&Cs shall have the meanings ascribed to them in condition 9 below.

### 1. **BOOKING TICKETS**

- 1.1 Due to the ongoing COVID-19 situation, the number of Tickets which the Club is able to allocate to the public are limited and Tickets are offered on a first come first served basis.
- 1.2 Admission to the Event is free and you can book Tickets by going online at [www.mancity.com/tickets](http://www.mancity.com/tickets) and following the on-screen instructions.
- 1.3 By booking one or a number of Tickets, you warrant and represent that the personal details you have provided are true and accurate.
- 1.4 Each individual must confirm they are compliant with the current Official Guidelines with regards to COVID-19. There may be COVID-19 specific requirements set by the Club which accompany your attendance at the Event (e.g., temperature checks on entry to the Venue, mask wearing and social distancing) and which you are required to follow.
- 1.5 By booking a Ticket, or using a Ticket regardless of whether you were the person who booked it, you understand and agree that:
  - 1.5.1 you will not be allowed to enter the Event without a valid Ticket;
  - 1.5.2 each Ticket is issued for the sole use of, and is personal to, the Ticket Holder. You and any Ticket Holder shall not sell, assign or transfer the Tickets to any other person. This is of particular importance given the current COVID-19 situation. The reference to selling a Ticket includes (i) offering to sell a Ticket (including, without limitation, via any website), (ii) exposing a Ticket for sale, (iii) making a Ticket available for sale by another 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; transferred, lent or sold to any third party; given to a third party who agrees to buy some other goods or services; or used for any other commercial purpose;
  - 1.5.3 your Ticket is valid only for the number of person(s), the date and the 90 minute entry time slot stated on the Ticket’s face. The Club reserves the right to refuse entry until your allocated time slot;
  - 1.5.4 during your visit you must retain your Ticket safely for production on demand by our representative(s); and
  - 1.5.5 your attendance at the Event is at all times subject to any notice to visitors the Club posts at the Venue and to the direction, supervision and guidance of our staff, which may include directions in relation to health and safety and, in particular, to the prevention of the spread of the Covid-19 through social distancing and the wearing of personal protective equipment.
- 1.6 Additional requirements for certain classes of Tickets are as follows:



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Children aged 14-17	<ul style="list-style-type: none"> <li>• No requirement for an accompanying adult.</li> <li>• Only one ticket for a child aged 14 – 17 may be booked in a single transaction unless at least one adult Ticket for a person aged 18 or over is booked at the same time.</li> </ul>
Children aged under 14	<ul style="list-style-type: none"> <li>• May not enter the Venue unless accompanied by an adult aged 18 or over.</li> <li>• All children (0-13) must be in possession of a valid Ticket for the Event they are attending.</li> <li>• You shall be responsible for the child’s actions, conduct and compliance with the Event Ticket T&amp;Cs</li> </ul>

1.7 There will not be any physical tickets for this Event. If your booking was successful, you will receive an email confirmation with the option to either print@home or download a mobile (contactless) ticket. In order to use a Ticket, you will be required to either print the ticket at home or ensure you have the required digital device to show a ticket upon entry to the Venue. The Club will not be liable for any loss, damage, injury or disappointment suffered in connection with you failing to bring you Ticket to the Event and may refuse entry to the Venue at their discretion.

1.8 The Club shall not have any liability to you or any Ticket Holder for any non-delivery or late delivery of any Tickets, documents or other materials issued by the Club to you and/or Ticket Holder resulting from the actions, omissions, malfunctions or interruptions of any incomplete or inaccurate personal details provided to the Club and/or Tickets lost, delayed or corrupted, or due to computer error in transit. If you don’t receive your email confirmation 3 working days before the Event, you should contact the Club immediately.

**2. CHANGES TO THE EVENT DATE**

2.1 The Club cannot guarantee that the Event 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 attendees who are permitted at the Venue. The Club reserves the right to (i) reschedule or cancel the Event and/or (ii) cancel your Ticket due to compliance with Official Guidelines without any liability whatsoever. In the event that the Event is rescheduled the relevant Ticket Holder shall be entitled to attend any such re-arranged Event.

**3. ACCESS TO THE VENUE**

3.1 In order to gain admission to the Venue, valid Tickets must be presented. The Club is not responsible for and shall not be obligated to admit entry to a Ticket Holder:

3.1.1 if the Ticket Holder does not present a print@home Ticket or ensure they have the required digital device to show the Ticket upon entry to the Venue; or

3.1.2 in respect of any print@home Tickets which are lost, stolen, forgotten, damaged, defaced, or destroyed. Whether Tickets are damaged, defaced or destroyed will be determined by the Club in its sole discretion.



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- 3.2 Entry into the Venue is subject always to:
- 3.2.1 the Venue Regulations; and
  - 3.2.2 any COVID-19 specific requirements implemented by the Club having been met to the Club's satisfaction (e.g., wearing a face covering (except for those who are exempt), temperature check).
- 3.3 By booking and/or using a Ticket you: (i) certify that you have read, understood and accepted the Venue Regulations; (ii) agree to be bound by and to comply with the Venue Regulations; and (iii) agree to bring to the attention of others, as required above, the Venue Regulations.
4. **DISABLED ATTENDEES**
- 4.1 Disabled Attendees can bring a Personal Assistant to the Event without having to book an additional Ticket (subject to the following conditions):
- 4.1.1 the Disabled Attendee must complete and submit an 'Access Requirement Form' to the Club in advance;
  - 4.1.2 the Personal Assistant shall adhere to and be bound by the same terms and conditions which apply to the Disabled Attendee and it shall be the responsibility of the Disabled Attendee to inform the Personal Assistant of these requirements;
  - 4.1.3 the Personal Assistant shall only attend the Event with the Disabled Attendee and given the current COVID-19 situation, the Personal Assistant and Disabled Attendee must enter the stadium at the same time
  - 4.1.4 the Personal Assistant's ticket is non-transferable; and
  - 4.1.5 the Disabled Attendee must co-operate with the Club fully, and if requested, provide further evidence that a Personal Assistant is required.
5. **ATTENDEE BEHAVIOUR, EJECTION FROM OR REFUSAL OF ENTRY TO THE VENUE**
- 5.1 The Club reserves the right, at its absolute discretion, to eject a Ticket Holder from the Venue and/or Event or refuse a Ticket Holder entry to the Venue and/or Event if:
- 5.1.1 if the Ticket Holder breaches any of the Event T&Cs or Venue Regulations (or the Club has reasonable grounds to suspect such breach); or
  - 5.1.2 the Ticket Holder is prohibited (by law or otherwise) from attending the Venue or any other sporting venue anywhere in the world; or
  - 5.1.3 the Ticket Holder fails to comply with the instructions of any member of staff; or
  - 5.1.4 the Ticket Holder engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in conditions 5.2 and 5.5 and the prohibited behaviour listed in the Venue Regulations as well as any other behaviour which may become a nuisance to the Club and/or any other individual taking part in the Event) in or around the Venue; or
  - 5.1.5 the Ticket Holder has any symptoms of COVID-19 (i.e. high temperature, persistent cough, loss of taste, loss of smell and/or shortness of breath).
- 5.2 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 Event Ticket T&Cs. Any Ticket Holder who is found or is reported to be abusing any other attendee, exhibitor, member of staff or any other individual in or around the Venue will face arrest and prosecution by the police.



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- 5.3 Except where indicated by notices around the Venue, you are permitted to use handheld cameras (including phones) with flash and audio and film recording equipment not requiring a stand. You may use your photographs, scanned data, film and audio recordings only for your own private and non-commercial purposes, which include use in personal, non-commercial social media profiles, blogs and websites.
- 5.4 Ticket Holders shall:
- 5.4.1 not offer or distribute (either free or for sale by any person) within the Venue any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order;
  - 5.4.2 not bring into the Venue any food or drink items unless purchased at the Venue's kiosks and beverage stations; and
  - 5.4.3 adhere to any relevant dress code in place at the Venue. Ticket Holders who do not, in the reasonable opinion of the Club, comply with the relevant dress code will not be admitted to the Venue.
- 5.5 Without prejudice to the general nature of condition 5.1, the following actions shall constitute a non-exhaustive list of conduct which shall constitute a serious breach of the Event Ticket T&Cs and shall enable the Club to exercise its rights as described in condition 5.1 above:
- 5.5.1 smoking in designated non-smoking areas (including the smoking of electronic cigarettes which is banned in the Venue);
  - 5.5.2 being (or appearing to be) intoxicated;
  - 5.5.3 the sale or transfer of a Ticket to any person;
  - 5.5.4 the deliberate misuse of a Ticket;
  - 5.5.5 the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - 5.5.6 the throwing of any object within the Venue that may cause injury or damage to people or property without lawful authority or excuse;
  - 5.5.7 the use of foul, obscene, abusive and/or racist language and/or gestures;
  - 5.5.8 the chanting of anything of an indecent or racist nature;
  - 5.5.9 fighting, or engaging in and/or inciting violence;
  - 5.5.10 bringing any of the following into the Venue (or using them within the Venue): illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; bottles; glass vessels or any item that might be used as a weapon or compromise public safety; and
  - 5.5.11 any failure or refusal to observe any social distancing or COVID-19 prevention measures as may be in place.
6. **OUR LIABILITY TO YOU**
- 6.1 Subject to condition 6.3, the Club expressly excludes all liability resulting from:
- 6.1.1 any failure or delay by the Club in carrying out any of its obligations under these Event Ticket T&Cs which is caused by circumstances outside of the Club's reasonable control;
  - 6.1.2 the alteration of the dates and times of the Event; and
  - 6.1.3 the abandonment, postponement or cancellation of the Event.



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- 6.2 Subject to condition 6.3 the Club shall have no liability whatsoever to any Ticket Holder for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 6.3 For the avoidance of doubt, nothing in these Event Ticket T&Cs shall exclude or limit the Club's liability for:
- 6.3.1 death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or
  - 6.3.2 any other conduct for which liability may not be excluded or limited as a matter of English law.

### 7. DATA PROTECTION

- 7.1 Each Ticket Holder acknowledges and agrees that the personal data provided by them to the Club when they book Tickets shall be collected, stored and used by the Club 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](http://www.mancity.com/Common/Privacy))).
- 7.2 Each individual agrees and consents to the Club retaining their personal details in accordance with the Government 'NHS Track and Trace' initiative. If, having attended the Event, an Ticket Holder (or someone within their group) contracts COVID-19, they must inform the Club as soon as practicable to assist in the NHS Track and Trace process and consent to the Club sharing their personal information with the NHS and alerting any other Ticket Holders or other applicable persons whom they might have come into contact with.
- 7.3 All Ticket Holders agree that the Event for which the Tickets have been booked is public, and that their appearance and actions inside and in the perimeter of the Venue are public in nature and that they shall have no expectations of privacy with regards their actions or conduct at the Event. All persons who enter the Venue 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 content created of the Event and/or for promotional or marketing purposes by the Club or other third parties and the use of a Ticket to enter the Venue constitutes consent to such use.

### 8. GENERAL

- 8.1 These Event Ticket T&Cs (and all documents referred to herein) comprise the entire agreement between the Club and you in relation to the booking of individual Tickets and all ancillary benefits.
- 8.2 The Club reserves the right to make amendments to these Event Ticket T&Cs from time to time, provided that the amendments shall not result in any Ticket Holder receiving any less than the same or substantially similar benefits to those that the Ticket Holder was entitled to receive prior to such amendments. Up to date versions of the Event 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.
- 8.3 In the event that any provision(s) of these Event Ticket T&Cs is / are declared void, ineffective or unenforceable by any competent court, the remainder of these Event Ticket T&Cs shall remain in effect as if such void, ineffective or unenforceable clause(s) had not been included.
- 8.4 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Event Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 8.5 Notwithstanding any other provision in these Event Ticket T&Cs, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Event Ticket T&Cs. Nothing in these Event 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 aforementioned Act.
- 8.6 These Event Ticket T&Cs and any dispute arising thereof (contractual or non-contractual) shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.



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**9. DEFINITIONS AND INTERPRETATIONS**

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

- “Club”** Manchester City Football Club Limited (company number: 00040946) whose registered office is at the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
- “Disabled Attendee”** any Ticket Holder who has a physical or mental impairment that has a ‘substantial’ and ‘long-term’ negative effect on their ability to do normal daily activities;
- “Event”** means the Market Place Event taking place at the Etihad stadium on 30<sup>th</sup> and 31<sup>st</sup> July 2021;
- Official Guidelines”** means Government rules, regulations and guidelines;
- “Personal Assistant”** an individual who is responsible for a Disabled Attendee’s care
- “Ticket”** mobile (contactless) or print at home ticket entitling a person to attend the Event;
- Ticket Holder”** a registered holder of a Ticket;
- “Venue”** The East stand hospitality areas (legends, 93:20, L2 concourse & external east concourse) of the Etihad Stadium, Etihad Campus, Manchester M11 4TQ;
- Venue Regulations”** the Venue regulations issued by the Club from time to time that set out the terms and conditions upon which individuals are granted entry to the Venue, a copy of which is available on the Website;
- “Website”** the Club’s website found at the URL [www.mancity.com](http://www.mancity.com).