



**MANCHESTER CITY FC FA CUP SEMI-FINAL 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 is unable to give any guarantees that the Match will take place at a particular time or on a particular date. The Club shall make reasonable endeavours to publicise any change to the time and/or date of the Match and notify relevant Purchasers of fixture changes via email. In the event of the postponement, rescheduling or abandonment of the Match, Ticket Holders will be entitled to attend any such re-arranged Match or (subject to certain conditions) Purchasers will 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.
- **COVID-19.** The Club and Wembley are following and have always followed Government and Football Authority advice with respect to COVID-19 and will continue to do so. As such we cannot rule out that the admission of fans to the Ground may be subject to change on short notice.
- **Face Coverings.** The use of face coverings in all interior areas of the Ground is strongly encouraged.
- To ensure your own, and other fans' safety and to reduce the risk of COVID-19 transmission, it is paramount that you comply with Government Guidelines and any specific COVID-19 prevention measures implemented by the Club, Wembley and/or any relevant Football Authority, both in terms of attendance at, and travel to, the Ground/ the Match. Your entry into the Ground is subject to any COVID-19 specific requirements and checks as the Ground and/or the English Football Association has in place from time to time.
- In certain circumstances, Wembley and/or the Club has the right to do any of the following: (i) eject from, or refuse entry to the Ground; (ii) suspend or ban an individual from purchasing tickets; (iii) terminate the Ticket purchase; and/or (iv) inform the police or other relevant authorities. The circumstances include: (i) breach (or suspected) breach of these Ticket T&Cs; (ii) a prohibition from entering the Ground or any other sporting venue; (iii) instances of abusive, dangerous, or other unacceptable behaviour; (iv) failure to comply with the Ground's Covid-specific requirements; and/or (iv) resale or attempted resale of Tickets other than in accordance with these Ticket T&Cs. Please read clause 7 for full 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 Ground or in respect of any Ticket which is suspended or withdrawn in accordance with the provisions of these Ticket T&Cs.
- Personal data provided by Purchasers to the Club and/or Wembley in the purchase of Tickets (or otherwise while at the Ground) shall be collected, stored, and used by: (i) the Club in accordance with the Club's Privacy Policy; and (ii) Wembley in accordance with the Wembley Privacy Policy. Each Purchaser is responsible for bringing these terms, including these privacy policies 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 “**Ticket T&Cs**”) apply to all purchases of Tickets (as defined below). Before purchasing a Ticket, please ensure that you have read these Ticket T&Cs along with any COVID-19 prevention measures introduced by the Club and/or Wembley carefully and have shared this information with any Ticket Holder (as defined below) you are purchasing a ticket for. By purchasing a Ticket, you acknowledge (for and on behalf of yourself and any prospective Ticket Holder) that you have read, understood, accept, and agree to be bound by and to comply with these Ticket T&Cs. By purchasing a Ticket for a Ticket Holder, you warrant that you have shared the Ticket T&Cs with the Ticket Holder in advance and have their authority to bind them in this way.

Defined terms used in these Ticket T&Cs shall have the meanings ascribed to them in clause 12 below.

### **Ticket T&Cs**

#### **1. Purchase and Issue**

- 1.1 Tickets will only be available to those who meet the Sales Criteria, it being acknowledged that even if the Sales Criteria is met, Tickets are limited and sold subject to availability, so no individual is guaranteed a Ticket.
- 1.2 By applying to purchase one or a number of Tickets, you hereby warrant and represent that: (i) you are a supporter of the Club; and (ii) the personal details you have provided are true and accurate.
- 1.3 By applying to purchase one or a number of Tickets, you are making an offer to the Club. 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 at all times be subject to and conditional on: (i) any additional COVID-19 specific requirements of the Club or Wembley being met; and (ii) any additional specific requirements issued by Wembley in respect of the Ground, being met. An email confirmation will be sent to the individual whose account was used to purchase the Ticket. 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 Ticket T&Cs and any COVID-19 and/or Wembley specific requirements on such third party's behalf.
- 1.4 The price payable for each Ticket shall be as set out on the Club's 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 may treat the order as cancelled. If the order is cancelled or treated as cancelled pursuant to this clause 1.4, the Club will provide a full refund to the Purchaser using the payment details provided (excluding any booking fees incurred) provided the Ticket (if already issued) is returned to the Club. If valid payment details have not been provided, no further action will be taken by the Club.
- 1.5 Tickets will be provided in digital form. In the Club's discretion, where there are issues with the digital ticketing, the Club may elect to issue a print@home ticket instead, which the Purchaser or Ticket Holder will be required to print at home. The Club and/or Wembley will not be liable for any loss, damage, injury, or disappointment suffered in connection with a Purchaser or Ticket Holder failing to bring their Ticket to the Match and may refuse entry to the Ground at their discretion.
- 1.6 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 issued by the Club to the Purchaser and/or Ticket Holder resulting



from the actions, omissions, malfunctions, or interruptions of any incomplete or inaccurate personal details or addresses provided to the Club and/or Tickets lost, delayed, or corrupted, or due to computer error in transit. Should any such items purchased not arrive digitally (or where applicable, by email) at least 1 working day before the Match, the Purchaser should contact the Club immediately.

- 1.7 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 to verify the Purchaser's and/or individual Ticket Holder's identification and/or other information with regards the Purchaser's Ticket purchases including to satisfy the Club and/or Wembley that any COVID-19 or Wembley specific requirements have been met. The Purchaser and individual Ticket Holder shall cooperate with the Club and/or Wembley in connection with the same.
- 1.8 A Purchaser (acting as a lead booker) 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), provided: (i) the Purchaser has the authority to make the purchase on behalf of such person; (ii) the Purchaser purchases and retains a Ticket for their own personal use; and (iii) the person on whose behalf the Ticket is purchased meets the Sales Criteria. Such purchase on behalf of another person must be for 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
  - b. such purchase does not take place in the course of any business or for the purpose of facilitating any third party's business; and
  - c. the Purchaser brings to the attention of the individual on whose behalf they have purchased the Ticket, that they will be subject to these Ticket T&Cs and the Conditions of Entry, which will bind each end user as if they were the original purchaser of the Ticket.

## 2. Changes to Order, Changes to Match Dates and Refunds

- 2.1 Once purchased, a Purchaser and/or Ticket Holder shall not be entitled to change their Ticket(s).
- 2.2 **General Cancellation Rights.** Should the Purchaser wish to cancel one or more Ticket purchases it can do so in accordance with this clause subject to clause 2.5 provided that:
- a. a written request to cancel the Ticket(s) is submitted to the Club **at least 7 days before** the date of the Match (using the Club contact details outlined in clause 8); and
  - b. the relevant original Ticket(s) (if already issued) is returned to the Club and voided by the Club.
- 2.3 **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 their ticket on shorter notice because they are prevented from being able to attend a 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 the 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 their name (less any booking fees incurred) (subject to clause 2.5 below) (with any refund being paid into the bank account used to originally purchase the Ticket in question).
- 2.4 The Club is unable to give any guarantees that the 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 Ground. The Club reserves the right to: (i) reschedule or cancel the 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 Club's Website and notify relevant



Purchasers of fixture changes via email. In the event of the postponement or abandonment of the Match, the following options shall be available:

- a. if the Official Guidelines change and as a result the Club needs to cancel the Ticket, the Purchaser shall be entitled to request a refund (subject to clause 2.5 below); or
- b. if the Match is rescheduled, and fans are permitted to attend the rearranged Match, the relevant Ticket Holder shall be entitled to:
  - (i) attend any such re-arranged Match; or
  - (ii) subject to clause 2.5 below, the relevant Ticket Holder shall be entitled to request a refund in accordance with clause 2.2 (save that, in the event that the Match has been re-arranged for a date which falls within 7 days of the original scheduled date for the Match, a shorter timeframe for requesting refunds will apply and the Club will notify the Purchaser via email of the same).

2.5 A refund pursuant to clauses 2.2 - 2.4 will only be issued on the: (i) cancellation of the original Ticket within the timeframe specified (where such Ticket has already been issued); and (ii) satisfactory identification that the individual requesting the refund is the Purchaser. The final decision shall always belong to the Club.

2.6 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.

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

3.1 Save as permitted in clause 1.8, 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 Ticket(s) to any other person. The reference to selling a Ticket includes: (i) offering to sell a Ticket (including via any website or social networking/media sites); (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: (i) offered as a prize in any promotion, prize draw or competition; (ii) transferred, lent or sold to any third party as part of a hospitality or travel package; (iii) given to a third party who agrees to buy some other goods or services; or (iv) used for any other commercial purpose (all save as expressly authorised by the Premier League, Football Association, Football League, FIFA, UEFA or the Club as applicable).

3.2 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 and/or one, any or all the Football Authorities who in turn may notify other clubs and/or the relevant law enforcement authorities. The information that we share may include 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 general disorder at matches;
- b. the Club may make any such enquiries as the Club considers necessary; and
- c. such conduct shall be deemed to be a serious breach of these Ticket T&Cs by the Purchaser and/or Ticket Holder.

3.3 If a Purchaser suspects that ticket touting is taking place in or around the Ground, the Club requests that they promptly report their suspicions to the Club and the police.

3.4 All Tickets will remain the property of the Club and may be confiscated, cancelled, or withdrawn by the Club (and/or where appropriate, Wembley) in accordance with these Ticket T&Cs at any time.



**4. Access to the Ground**

- 4.1 To gain admission to the Ground, a valid Ticket must be presented along with evidence of identity, age and/or address if required at any time by any official, steward or employee of the Club and/or Wembley or any police officer. If the Purchaser fails to return a Ticket when required, it shall be deemed to be in breach of these Ticket T&Cs and, for the avoidance of doubt, the provisions of clause 7 will apply.
- 4.2 Entry into the Ground is subject always to:
- the Conditions of Entry; and
  - any COVID-19 specific requirements implemented by the Club or Wembley having been met to the Club's/ Wembley's (as applicable) satisfaction (e.g., a health questionnaire, temperature check).
- 4.3 By purchasing and/or using a Ticket you: (i) certify that you have read, understood, and accepted the Conditions of Entry; (ii) agree to be bound by and to comply with the Conditions of Entry; and (iii) agree to bring to the attention of others, as required above, the Conditions of Entry.
- 4.4 A Ticket permits the holder to occupy the seat indicated on the Ticket at the Match, or such other alternative seat as the Club and/or Wembley may, from time to time, allocate at its reasonable discretion. Nothing in these Ticket T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Ticket at any subsequent match or event.
- 4.5 The Club and/or Wembley reserves the right in its sole discretion to allocate a Ticket Holder an alternative seat in the Ground if:
- the part of the Ground in which the Ticket Holder's seat is located is closed for operational reasons, maintenance, repairs, or re-structure;
  - the opposition is allocated part of the Ground in which the Ticket Holder's seat is located;
  - the relocation is necessary to comply with any requirements of the Football Authorities in respect of any Match played at the Ground;
  - required to comply with any measures which the Club and/or Wembley considers necessary or prudent to minimise the risk of transmission of COVID-19 or any other infectious disease; and/or
  - the Club, Wembley, the police, or any other relevant authority (including Football Authorities) consider that a relocation is necessary in the interests of safety, public order, or crowd control.
- 4.6 Ticket Holders accept and acknowledge that seating allocation may be subject to COVID-19 prevention measures as determined by the Club and/or Wembley 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.
- 4.7 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 Ticket T&Cs. Any Ticket Holder who is found or is reported to be abusing any football player, supporter, member of staff or any other individual in or around the Ground will face arrest and prosecution by the police and a banning order by the Club (and/or any other clubs and authorities).
- 4.8 Save as set out in clause 4.9 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or around the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the 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 Wembley, the Football Association and/or the Club and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the Football Association, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988, and clause 7 shall apply.

- 4.9 Mobile telephones and other mobile devices are permitted within the 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 via social networking/ media sites.

4.10 Ticket Holders shall:

- a. not seek to enter the Ground where to do so would be non-compliant with the Club's and or the Ground's COVID-19 prevention measures;
- b. not offer or distribute (either free or for sale by any person) within the 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 in any format (for example, Fanzines) which do not infringe clause 4.7 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;
- c. not bring into the Ground any food or drink items unless purchased at the Ground's external kiosks;
- d. not bring into, use, or display within the 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. adhere to any relevant dress code in place at the Ground. Ticket Holders who do not, in the reasonable opinion of the Club and/or Wembley, comply with the relevant dress code will not be admitted to the Ground; or
- f. not attempt to gain access to the 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 Ground.

- 4.11 The Club and/or Wembley reserves the right to refuse entry to/eject any person from the Ground who (in the Club's and/or Wembley's reasonable opinion) attempts to undertake any action in contravention of clauses 4.9 and/or 4.10 and to withdraw or suspend the individual's Ticket at the Club's and/or Wembley's discretion (and no refund will be given).

- 4.12 The Ground will be operating a 100% search policy and Ticket Holders must submit to a search to enter the Ground. A restricted bag policy will also be in operation, details of which can be found on Wembley's Website.

- 4.13 All under 14s must be accompanied by an adult to enter the Ground and entry will not be permitted for children under the age of 2.

## 5. Disabled Supporters

- 5.1 **Concessionary Rates:** Disabled Supporters who can provide the Club with any of the following as proof of eligibility shall be entitled to purchase a Ticket at a discounted rate:

- a. a statement of high mobility/living allowance as issued by the Department of Work & Pensions;
- b. receipt of either the Severe Disablement Allowance or Attendance Allowance;





- c. blind or partially sighted registration certificate; or
  - d. enhanced rate of Personal Independence Payment.
- This list is not exhaustive, and consideration will be given to any other supporting documentation that can be provided, on a case-by-case basis.
- 5.2 **Personal Assistant:** The Club will allow a Disabled Supporter to bring a free of charge Personal Assistant to the Match played at the Ground subject to the following conditions:
- a. the Disabled Supporter must send in any supporting documentation to the Club in advance.
  - b. For any disabled supporter under the age of 14 we require additional supporting documentation which clearly states the need for support over and above that of a parent or guardian. (As all under 14s must be accompanied by an adult to enter the ground.)
  - c. the Personal Assistant shall adhere to and be bound by the same terms and conditions which apply to the Disabled Supporter.
  - d. the Personal Assistant shall only attend the Match with the Disabled Supporter, the Personal Assistant and Disabled Supporter must enter the Ground at the same time.
  - e. the Personal Assistant's ticket is non-transferable.
  - f. the Disabled Supporter must co-operate with the Club fully, and if requested, provide further evidence that a Personal Assistant is required.
- 5.3 The Club will make every effort to allocate the Personal Assistant with a seat adjacent to the Disabled Supporter, however if this is not possible, the Club will allocate the closest available seat to the Disabled Supporter subject to the personal assistant still being able to provide the levels of support needed by the disabled supporter.
- 5.4 Please note that stewards and members of staff may carry out checks on all Ticket Holders and their attendance over the course of the Match. Any abuse of the rights granted pursuant to this clause 5 will be dealt with severely and will result in the loss of the relevant Ticket(s) and the Club and/or Wembley reserves the right to eject such individuals from the Ground immediately without refund.
- 5.5 The Club and/or Wembley will make reasonable endeavours to accommodate requests to locate or relocate a Disabled Ticket Holder into suitably accessible seating (subject to availability).
- 6. Lost, stolen and damaged Tickets**
- 6.1 The Club and/or Wembley is not responsible for and shall not be obligated to admit entry to a Ticket Holder:
- a. if the Ticket Holder does not present a Ticket; or
  - b. in respect of any Tickets which are lost, stolen, forgotten, damaged, defaced, or destroyed. Whether Tickets are damaged, defaced or destroyed will be determined by the Club (or Wembley, upon entry) each acting in its sole discretion (as applicable).
- 7. Cancellation and Withdrawal of a Ticket/Ejection from or Refusal of Entry to the Ground**
- 7.1 Without prejudice to any other rights or remedies that the Club and/or Wembley may have, the Club and/or Wembley reserves the right, at its absolute discretion, to:
- a. eject a Ticket Holder from the Ground or refuse them entry to the Ground;
  - b. exclude (indefinitely or for a period of time determined by the Club and/or Wembley) a Purchaser/Ticket Holder from using and/or applying to purchase any Ticket in respect of any future Match held at the Ground (including the use of any benefits associated with the Ticket);
  - 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 or Ticket Holder (or any person in possession of the relevant Ticket) breaches any of the Ticket T&Cs or Conditions of Entry (or the Club and/or Wembley has reasonable grounds to suspect such breach);
  - (ii) the Club and/or Wembley reasonably suspects that entry into the Ground by the Ticket Holder (or any person in possession of the Ticket) will result in a breach of these Ticket T&Cs or the Conditions of Entry or the terms and conditions of any other Club related scheme;
  - (iii) the Club and/or Wembley reasonably suspects that a Ticket Holder's Ticket has been offered for re-sale or re-sold in contravention of these Ticket T&Cs;
  - (iv) the Purchaser/Ticket Holder is prohibited (by law or otherwise) from attending the 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 Ground or any other sporting venue anywhere in the world.
- 7.2 Without prejudice to the general nature of clause 7.1, the following actions are a non-exhaustive list of conduct which constitute a serious breach of the Ticket T&Cs and the Conditions of Entry and enable the Club and/or Wembley to exercise its rights as described in clause 7.1 above:
- a. smoking in designated non-smoking areas (including the smoking of electronic cigarettes which is banned in the Ground);
  - b. being (or appearing to be) intoxicated;
  - c. persistent standing in seated areas whilst the Match is in progress;
  - d. the sale or transfer of a Ticket to any person;
  - e. the deliberate misuse of a Ticket (including but not limited to the use of a Ticket described in clause 3.2);
  - 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 Ground that may cause injury or damage to people or property without lawful authority or excuse;
  - i. the use of foul, obscene, abusive and/or racist language and/or gestures;
  - j. the chanting of anything of an indecent or racist nature;
  - k. fighting, or engaging in and/or inciting violence;
  - l. any other conduct outlined in clause 4.8;
  - m. bringing any of the following into the Ground (or using them within the Ground): (i) illegal drugs; (ii) other illegal substances; (iii) fireworks; (iv) firecrackers; (v) smoke canisters; (vi) air horns; (vii) flares; (viii) laser devices; (ix) bottles; (x) glass vessels; or (xi) any item that might be used as a weapon or compromise public safety;
  - n. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
  - o. the supply of any misleading or incorrect information in any application;
  - p. any failure or refusal to observe COVID-19 prevention measures that may be in place;
  - q. any failure or refusal to observe any Wembley specific requirements;
  - r. any failure or refusal to observe the lawful instructions of the Police, the Club or Wembley (including their respective representatives e.g., stewarding staff);
  - s. any breach of clause 4.7 above; and
  - t. any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Ticket.
- 7.3 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 Ground or in respect of any Ticket which is suspended or withdrawn in accordance with the provisions of these Ticket T&Cs.





- 7.4 Any person attempting to enter or having entered the Ground with a concessionary priced Ticket must meet the criteria applicable to such a concession Ticket. Failure to do so may result in: (i) refusal of entry to, or ejection from, the 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 Match held at the Ground (indefinitely or for a period of time).

### 8. Change of Details

- 8.1 Purchasers/Ticket Holders should promptly notify the Club of any change of details (including changes to payment details and/or addresses) by: (i) telephoning the Club on +44 (0) 161 444 1894; or (ii) by email to [mancity@mancity.com](mailto:mancity@mancity.com); or (ii) writing to the Club, for the attention of 'Fan Support, 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.

### 9. Exclusion of Liability

- 9.1 Subject to clause 9.3, 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 Ticket T&Cs which is caused by circumstances outside of the Club's reasonable control (including in respect of matters related to the Ground, noting that the Ground does not belong to, nor is under the control of, the Club);
  - b. the alteration of the dates and times of Matches; or
  - c. the abandonment, postponement, or cancellation of Matches.
- 9.2 Subject to clause 9.3, the Club shall have no liability whatsoever to any Purchaser and/or Ticket Holder for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 9.3 For the avoidance of doubt, nothing in these 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.
- 9.4 Neither Wembley, the Football Association nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of: (i) the position of the seat; and/or (ii) the actions of other spectators.

### 10. Data Protection

- 10.1 Each Purchaser and Ticket Holder acknowledges and agrees that the personal data provided by them to the Club in the purchase of Tickets shall be collected, stored and used by the Club and Wembley in accordance with the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679), the Club's privacy policy (available on the Club's Website at [www.mancity.com/Common/Privacy](http://www.mancity.com/Common/Privacy)) (the "**Club's Privacy Policy**") and Wembley's privacy policy (available at <https://www.thefa.com/public/privacy>. (the "**Wembley 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 Wembley, 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 law, regulation, or codes (including, for example, the Premier League's commitment regarding discriminatory and abusive conduct). We may also share your data 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 Club's Privacy Policy.



- 10.2 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 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 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, Wembley, the Football Association or other third parties and the use of a Ticket to enter the Ground constitutes consent to such use.

## **11. General**

- 11.1 These Ticket T&Cs (and all documents referred to herein) comprise the entire agreement between you and the Club in relation to the purchase of individual Tickets and all ancillary benefits.
- 11.2 The Club reserves the right to make amendments to these 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 Ticket T&Cs will be made available as soon as practicable on the Club's Website, and hard copies will be available from the Club upon request.
- 11.3 A reference in these 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.
- 11.4 If any provision(s) of these Ticket T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Ticket T&Cs shall remain in effect as if such void, ineffective or unenforceable clause(s) had not been included.
- 11.5 The Club's failure to exercise, or delay in exercising, any right, power, or remedy provided by these Ticket T&Cs or by law shall not constitute a waiver of that right, power, or remedy.
- 11.6 Notwithstanding any other provision in these Ticket T&Cs and except for Wembley and any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to rely on or enforce any term of these Ticket T&Cs. Nothing in these Ticket T&Cs shall affect any right or remedy of a third party that exists or is available other than because of the Act.
- 11.7 These 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 are subject to the exclusive jurisdiction of the courts of England.

## **12. Definitions and Interpretations**

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

<b>"Club"</b>	Manchester City Football Club Limited (company number: 00040946) whose registered address is at the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
<b>"Club's Website"</b>	the Club's website found at the URL <a href="http://www.mancity.com">www.mancity.com</a> ;
<b>"Conditions of Entry"</b>	(i): the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the Football League; and (ii) the Ground Regulations (in each case as updated, or replaced from time to time);



<b>“Disabled Supporter”</b>	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;
<b>“Football Authority”</b>	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 (including any replacement or successor bodies of such authorities);
<b>“Ground”</b>	Wembley Stadium, London, HA9 0WS;
<b>“Ground Regulations”</b>	the ground regulations issued by Wembley from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available on Wembley’s Website;
<b>“Wembley’s Website”</b>	Wembley’s website found at the URL <a href="http://www.wembleystadium.com">www.wembleystadium.com</a> ;
<b>“Match”</b>	the FA Cup Semi-Final 2022/23 match envisaged to be played by the Club’s men’s first team squad at the Ground during the weekend of Saturday 22/ Sunday 23 April;
<b>“Material”</b>	any audio, visual or audio-visual material or any information or data;
<b>“Official Guidelines”</b>	Government and/or Football Authority rules, regulations, and guidelines, as updated or replaced from time to time;
<b>“Personal Assistant”</b>	an individual who is responsible for a Disabled Supporter’s care;
<b>“Purchaser”</b>	a person purchasing any number of Tickets;
<b>“Sales Criteria”</b>	the qualifying sales criteria set out on the Club’s Website at URL <a href="https://www.mancity.com/tickets/mens">https://www.mancity.com/tickets/mens</a>
<b>“Ticket”</b>	the digital ticket and if made available by the Club, mobile (contactless) print at home ticket, electronic card, ticket or pass or any other method for entry stipulated by the Club from time to time entitling a person to attend the Match;
<b>“Ticket Holder”</b>	a registered holder of a Ticket; and
<b>“Wembley”</b>	Wembley National Stadium Limited (company number: 3388437) whose registered address is Wembley National Stadium, Wembley, London, HA9 0WS.