

# **Manchester City Women's Football Club**

# **Hospitality Seasoncard 2021/22 Terms & Conditions**

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## **1. Introduction**

The purchase and use of a Hospitality Seasoncard is subject to the MCWFC Hospitality Seasoncard Terms and Conditions (the "**Hospitality Seasoncard T&Cs**").

**By purchasing a Hospitality Seasoncard, you acknowledge that you have read, understood and agree to be bound by the Hospitality Seasoncard T&Cs.**

## 2. Definitions and Interpretation

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

<b>“Address”</b>	the addresses of Purchasers and Hospitality Seasoncard Holders provided to MCWFC upon application for the purchase of Hospitality Seasoncards, or such other addresses as may be notified by Purchasers or Hospitality Seasoncard Holders to MCWFC in accordance with condition 12 below;
<b>“Citizens”</b>	Man City's official membership scheme and any replacement thereof during the Season;
<b>“Conditions of Entry”</b>	means the rules and regulations of each of FIFA, UEFA, the Football Association, FA WSL, the Ground Regulations and any specific Covid-19 prevention measures implemented by MCWFC and/or a relevant Football Authority (including but not limited to any Covid-19 code of conduct issued by the MCWFC from time to time);
<b>“Cup Competition”</b>	each of the FA Women's Cup, the FA WSL Continental Cup and the UEFA Women's Champions League;
<b>“Cup Match”</b>	any match in a Cup Competition in which MCWFC's first team squad participates during the Season;
<b>“Cup Scheme”</b>	the scheme by which Hospitality Seasoncard Holders may supplement their Hospitality Seasoncard Benefits to include entitlement to attendance to certain Cup Matches at the Ground (dependent on the Cup Scheme purchased), as further described in the Cup Scheme Terms and Conditions at Part 4 below;
<b>“Cup Scheme Hospitality Seasoncard Holders”</b>	eligible Hospitality Seasoncard Holders who join a Cup Scheme(s);
<b>“Disabled Supporter”</b>	any supporter of MCWFC who has a physical or mental impairment that has a 'substantial' and 'long term' negative effect on their ability to do normal everyday activities;
<b>“FA WSL”</b>	the Football Association Women's Super League;
<b>“Football Authority”</b>	means the FA WSL, The Football Association, FIFA, UEFA and any other relevant governing body of association football;
<b>“Ground”</b>	Academy Stadium (as may be renamed from time to time), 400 Ashton New Road, Manchester, M11 4TQ, or such other stadium to which MCWFC relocates on a temporary or permanent basis;
<b>“Ground Regulations”</b>	the ground regulations issued by MCWFC 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 the Website;
<b>“Guest”</b>	has the meaning specified in condition 6.2;
<b>“Home Matches”</b>	any Match played at the Ground;

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<b>"Match or Matches"</b>	any FA WSL or Cup Match or friendly match played by the Team during the Season;
<b>"Man City"</b>	Manchester City Football Club Limited;
<b>"Man City Ground"</b>	the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
<b>"MCWFC"</b>	Manchester City Women's Football Club Limited;
<b>"Official Guidelines"</b>	the Government of the United Kingdom's, or any applicable competent authority's, guidelines and restrictions imposed or recommended 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 Hospitality Seasoncards;
<b>"Renewals Window"</b>	14 July 2021 – 22 July 2021;
<b>"Season"</b>	1 July 2021 to 30 June 2022;
<b>"Hospitality Seasoncard"</b>	the entry materials issued to a Hospitality Seasoncard Holder that are valid during the Season and which admit the Hospitality Seasoncard Holder into the Ground at Matches that Hospitality Seasoncard Holder is entitled to attend, which may be in the form of a mobile ticket, electronic card or other product such as a print at home or printed ticket in the exceptional circumstances where a mobile ticket cannot be used or electronic card cannot be reprinted (and any replacement thereof);
<b>"Hospitality Seasoncard Benefits"</b>	in respect of each Hospitality Seasoncard, the benefits to which a Hospitality Seasoncard Holder of that Hospitality Seasoncard is automatically entitled as set out herein;
<b>"Hospitality Seasoncard Holder"</b>	a holder of a Hospitality Seasoncard;
<b>"Team"</b>	MCWFC's first team; and
<b>"Website"</b>	the MCWFC website at <a href="http://mancity.com">mancity.com</a> .

### **3. MCWFC Hospitality Seasoncard Terms and Conditions**

#### **1. Purchase and Payment**

- 1.1. Individuals who held a Hospitality Seasoncard for the 2019/20 Season shall (unless that Hospitality Seasoncard was withdrawn and/or cancelled and/or the Hospitality Seasoncard Holder is subject to a stadium ban which extends beyond the first three Home Matches of the Season) have the option to renew their Hospitality Seasoncard for the forthcoming Season during the Renewals Window only. Existing Seasoncard Holders will be emailed in advance of the Renewals Window with details of how to renew (which will also be available on the Website). Subject to a Hospitality Seasoncard Holder notifying MCWFC of an intention to defer their Seasoncard in accordance with condition 1.2 below, failure to renew within the Renewals Window by those Hospitality Seasoncard Holders, will mean that your Hospitality Seasoncard will not renew for the following Season and you will relinquish any rights in respect of your allocated seat.
- 1.2. Individuals who held a Hospitality Seasoncard for the 2019/20 Season who do not wish to renew for the 2021/22 Season shall be entitled to opt to defer their Hospitality Seasoncard for the 2021/22 Season and Hospitality Seasoncard Holder status to the 2022/23 Season (subject to them opting to renew in the 2022/23 Renewal Window) although their allocated seat may change. Individuals who wish to defer their Hospitality Seasoncard for the 2021/22 Season must contact MCWFC's Supporter Services on +44 (0)161 444 1994 or in person at the MCWFC ticket office at the Ground and confirm their intention to defer their Hospitality Seasoncard during the Renewal Window. Failure to contact MCWFC during the Renewal Window will mean that your Seasoncard will not renew for the following Season and you will relinquish any rights in respect of your allocated seat.
- 1.3. Once the renewals process and relocation phase have been completed, individuals with a valid Cityzens Matchday Membership will be contacted with details on how to purchase a Hospitality Seasoncard. **Please note, a limited number of Hospitality Seasoncards will be available and MCWFC makes no guarantee that all those with a valid Cityzens Matchday Membership will be able to purchase a Hospitality Seasoncard as they may sell out at any time.**
- 1.4. Hospitality Seasoncards are available for purchase (and for the avoidance of doubt, use) by supporters of MCWFC only. By applying to purchase one or a number of Hospitality Seasoncards and/or using a Hospitality Seasoncard, you hereby warrant and represent that you (and any person you are buying a Hospitality Seasoncard for or who uses your Hospitality Seasoncard) are a supporter of MCWFC.
- 1.5. By applying to purchase one or a number of Hospitality Seasoncards, a Purchaser is making an offer to MCWFC. A contract for the supply of the Hospitality Seasoncard shall be created once MCWFC has issued a Hospitality Seasoncard to the Purchaser.
- 1.6. Hospitality Seasoncards may be purchased using any of the following purchase methods:
  - a. via the Website;
  - b. over the telephone by calling 0161 333 4479; or
  - c. in person at the ticket office at the Man City Ground.
- 1.7. MCWFC only accepts payment by:
  - a. valid credit card;
  - b. valid Visa debit card; or
  - c. valid Mastercard debit card.

- 1.8. The price payable for each Hospitality Seasoncard shall be as set out on the Website or as otherwise notified by MCWFC from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT. We may from time to time offer Hospitality Seasoncards at promotional prices or offer discounts for buying more than one Hospitality Seasoncard. Any such promotions may be available for a limited time only and will be subject to any terms and conditions outlined within the promotional literature.
- 1.9. Save where a Purchaser is paying for a Hospitality Seasoncard through a payment plan offered by MCWFC ("**Payment Plan**"), full payment of the relevant price is required at the point of sale.
- 1.10. In the event that a Purchaser fails to pay an instalment under the Payment Plan by the relevant dates to MCWFC or where any payments are dishonoured, MCWFC reserves the right to:
  - a. suspend or withdraw the relevant Hospitality Seasoncard and/or refuse entry to the Ground to the relevant Purchaser and their guest;
  - b. restrict the Purchaser from renewing the Hospitality Package; and/or
  - c. take such action as it deems necessary to recover sums due to MCWFC, and MCWFC reserves the right to appoint a third party to recover any such sums.
- 1.11. MCWFC always tries to ensure that pricing and ticketing information on the Website and elsewhere in literature distributed by MCWFC is correct, but errors may occur. As soon as MCWFC becomes aware of any pricing or product description error in relation to a Hospitality Seasoncard which has been purchased, MCWFC will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to MCWFC. MCWFC will then provide the Purchaser with the option of reconfirming the order at the correct price/product description or cancelling the order. If MCWFC is unable to contact the Purchaser having made reasonable attempts to do so, MCWFC will treat the order as cancelled. If the order is cancelled or treated as cancelled, MCWFC will provide a full refund to the Purchaser using the payment details provided (including any booking fees incurred). It is the Purchaser's responsibility to ensure that MCWFC has the correct payment details.
- 1.12. Once purchased or once a Payment Plan is underway, a Hospitality Seasoncard Holder shall not be entitled to cancel their Hospitality Seasoncard and no refunds shall be given for any Matches unattended during the Season.
- 1.13. Hospitality Seasoncards may be made available at a discount to certain Man City seasoncard holders (e.g. Superbia seasoncard holders). In such circumstances, any such MCFC seasoncard holder shall be treated as a "Purchaser" for the purposes of these Hospitality Seasoncard T&Cs and any references to payment shall be construed as meaning payment in respect of the relevant Man City seasoncard. Any cancellation of the Man City seasoncard shall not give the Hospitality Seasoncard Holder the right to a refund in respect of the cancellation of any Hospitality Seasoncard it receives free of charge.
- 1.14. MCWFC shall be entitled to require that additional information and/or documentation be submitted to MCWFC at any time should MCWFC deem it necessary in order to verify the Purchaser and/or the Hospitality Seasoncard Holder's identification and/or other information with regards the Purchaser's Hospitality Seasoncard purchase(s) and the Purchaser and/or Hospitality Seasoncard Holder shall cooperate with MCWFC in connection with the same.

## **2. Dispatch of Hospitality Seasoncards**

- 2.1. A Purchaser shall be issued with a Hospitality Seasoncard once their application to purchase a Hospitality Seasoncard has been accepted, and full cleared payment has been received by MCWFC (whether for the full amount or a deposit under a Payment Plan, as applicable).
- 2.2. Hospitality Seasoncards will be issued directly to the email address nominated by the Purchaser unless otherwise notified by MCWFC. MCWFC shall not have any liability to any Purchaser or Hospitality Seasoncard Holder for any non-delivery or late delivery of any Hospitality Seasoncard, ticket, documents or other materials dispatched by MCWFC to the Purchaser and/or Hospitality Seasoncard Holder resulting from the incomplete or inaccurate personal details or Addresses provided to MCWFC.

### **3. Hospitality Seasoncard Benefits and Additional Benefits**

- 3.1. Hospitality Seasoncard Holders shall be entitled to:
  - a. one Hospitality Seasoncard, which shall entitle the Hospitality Seasoncard Holder to attend the Home Matches set out in condition 3.2 below;
  - b. free parking;
  - c. one welcome pack with their Hospitality Seasoncard;
  - d. subject to availability, access to the hospitality seating which is currently situated in the central block of the East side of the Ground on each Match day;
  - e. the option to bring one guest (who will be subject to these Terms and Conditions) under the age of 10 to each Home Match, subject to seating availability;
  - f. access for one (for the Hospitality Seasoncard Holder only) to a complimentary buffet and refreshments as supplied at MCWFC's absolute discretion before each Match and subject to the Hospitality Seasoncard Holder's reasonable use;
  - g. the option of (for the Hospitality Seasoncard Holder only) complimentary non-alcoholic refreshments as supplied at MCWFC's absolute discretion at half-time during each Match and subject to the Hospitality Seasoncard Holders reasonable use;
  - h. one (for the Hospitality Seasoncard Holder only) complimentary tea or coffee with biscuits as supplied at MCWFC's absolute discretion for 30 minutes after each Match;
  - i. prize draws (open to both seasoncard and Hospitality Seasoncard members) to win signed merchandise, match tickets and exclusive experiences (with the date and number of seasoncard member prize draws to be entirely at the discretion of MCWFC);
  - j. access to the Cityzens Platform and the chance to win exclusive prizes and money-can't-buy experiences;
  - k. 10% off City Store purchases, online at [shop.mancity.com](http://shop.mancity.com) and in-store at the Official Manchester City Store;
  - l. 20% off Stadium and Club Tours;
  - m. exclusive match ticket priority for men's first team tickets; and
  - n. no booking fee when purchasing men's first team tickets online or in-person,known collectively as the "**Hospitality Seasoncard Benefits**".
- 3.2. During the Season, Hospitality Seasoncard Holders will be entitled to attend pre-Season friendly Home Matches and FA WSL Home Matches with their Hospitality Seasoncard. In addition, Hospitality Seasoncard Holders will be entitled to subscribe to a Cup Scheme (please see Section 4 for more information).
- 3.3. Each Hospitality Seasoncard will be for a specific seat at the Ground, which must be selected by the Purchaser from the seating offered by MCWFC at the time of purchase (or such other alternative seat of equivalent value as MCWFC may, from time to time, allocate at its reasonable discretion (in accordance



with condition 3.4 below). This is of particular importance given the current COVID-19 situation. Nothing in these Hospitality Seasoncard T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Hospitality Seasoncard in any subsequent Season.

- 3.4. MCWFC reserves the right in its sole discretion to temporarily allocate to a Hospitality Seasoncard Holder an alternative seat in the Ground of equal or greater value than that normally allocated if:
  - a. the part of the Ground in which the Hospitality Seasoncard Holder's seat is located is closed for operational reasons, maintenance, repairs, or re-structure;
  - b. the visiting club is allocated part of the Ground in which the Hospitality Seasoncard Holder's seat is located;
  - c. the relocation is necessary in order to comply with any requirements of the Football Association, the Premier League, FIFA or UEFA in respect of any Match played at the Ground;
  - d. to ensure social distancing can be maintained in accordance with Official Guidelines or to comply with any other measures which MCWFC considers necessary or prudent to minimise the risk of transmission of COVID-19 or any other infectious disease; and/or
  - e. MCWFC, the police or any other relevant authority consider that a relocation is necessary in the interests of safety, public order or crowd control.
- 3.5. Hospitality Seasoncard Holders accept and acknowledge that seating allocation may be subject to social distancing or other COVID-19 prevention measures as determined by MCWFC from time to time. If you have purchased a Hospitality Seasoncard on behalf of another person, you acknowledge and understand that seats may be reallocated as single seats only in order to comply with social distancing measures and as such you may not be permitted to sit next to or immediately near anyone. Hospitality Seasoncard 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.
- 3.6. For the avoidance of doubt, MCWFC shall not be required to provide Hospitality Seasoncard Holders with travel or accommodation in respect of any of the Matches set out in this condition 3.
- 3.7. From time to time MCWFC and/or Man City may offer Hospitality Seasoncard Holders the opportunity to receive additional benefits (e.g. photograph opportunities, junior training sessions and the chance to enter into prize draws, competitions, etc.) (collectively, the "**Additional Benefits**"). Any such Additional Benefits shall be subject to any terms and conditions outlined in any promotional literature and shall be offered at the absolute discretion of MCWFC and/or Man City. Additional Benefits may have limited availability and may be subject to the Hospitality Seasoncard Holder paying additional costs or fees. For the avoidance of doubt, nothing shall oblige MCWFC and/or Man City to offer any Additional Benefits and the Additional Benefits shall not be considered Hospitality Seasoncard Benefits for the purposes of these Hospitality Seasoncard T&Cs.
- 3.8. Holding a MCWFC Hospitality Seasoncard automatically grants the Hospitality Seasoncard Holder Cityzens membership.
- 3.9. Purchasers will not be entitled to earn Ticket Points on the purchase of MCWFC Hospitality Seasoncards or match tickets.
- 4. Disabled Supporters**
- 4.1. MCWFC does not offer a concessionary rate for Disabled Supporters purchasing a Hospitality Seasoncard.

- 4.2. MCWFC will allow a Disabled Supporter to bring a free of charge Personal Assistant to every Home Match (save where a Disabled Supporter is aged 13 or under, as all supporters within that age bracket must be accompanied by an adult aged 18 and over to attend Home Matches) subject to the following conditions:
  - a. the Disabled Supporter must complete and submit a 'Personal Assistant Registration Form' to MCWFC in advance;
  - b. the Personal Assistant shall adhere to and be bound by the same terms and conditions which apply to the Disabled Supporter and it shall be the responsibility of the Disabled Supporter to inform the Personal Assistant of these requirements;
  - c. the Personal Assistant shall only attend Home Matches with the Disabled Supporter, save as set out in condition 4.5 below;
  - d. the Personal Assistant's ticket/seasoncard is non-transferable; and
  - e. the Disabled Supporter must co-operate with MCWFC fully, and if requested, provide further evidence that a Personal Assistant is required.
- 4.3. MCWFC will make every effort to allocate the Personal Assistant with a seat adjacent to the Disabled Supporter, however if this is not possible, MCWFC will allocate the closest available seat to the Disabled Supporter.
- 4.4. A Personal Assistant ticket/seasoncard is for a seat only and does not include any of the Hospitality Seasoncard Benefits or Additional Benefits.
- 4.5. Should the Personal Assistant wish to attend a Match without the Disabled Supporter, the Personal Assistant must upgrade the Personal Assistant ticket/seasoncard and pay the full prevailing rate to attend that particular fixture by calling 0161 333 4799.
- 4.6. Please note that stewards and members of staff may carry out checks on all seasoncard/ticket holders and their attendance over the course of the Season. Any abuse of the attendance of a Personal Assistant will be dealt with severely and may result in the suspension or withdrawal of the Disabled Supporter's Hospitality Seasoncard and/or Personal Assistant seasoncard and MCWFC reserves the right to eject the Disabled Supporter and/or their Personal Assistant from the Ground immediately without refund.
- 4.7. MCWFC will use reasonable endeavours to accommodate requests to relocate the seat at the Ground allocated to a Hospitality Seasoncard Holder (where applicable) if the request is based upon a medical condition. The Hospitality Seasoncard Holder will be required to apply to MCWFC in writing prior to the relevant Match(es) with supporting medical evidence stating how long the relocation will be required for.
5. **Lost, stolen and damaged Hospitality Seasoncards and tickets**
  - 5.1. MCWFC shall not be obliged to admit any Hospitality Seasoncard Holder who forgets their Hospitality Seasoncard in respect of any individual Match nor shall MCWFC be obliged to issue any other form of ticket for that Match.
  - 5.2. MCWFC is not responsible for any Hospitality Seasoncard which is lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Hospitality Seasoncard may be provided to the Hospitality Seasoncard Holder at MCWFC's absolute discretion, and may be subject to a non-refundable administration fee of £10.00 to be paid by the Purchaser or Hospitality Seasoncard Holder prior to the

issue of each duplicate Hospitality Seasoncard. For the purposes of this condition, whether a Hospitality Seasoncard is damaged, defaced or destroyed will be determined by MCWFC acting in its sole discretion.

**6. Transfer of Hospitality Seasoncard and Cessation of Rights**

- 6.1. If a Purchaser purchases a Hospitality Seasoncard on behalf of another person, the purchase of the Hospitality Seasoncard for that person will be subject to the following conditions:
- a. such purchase must not be made in the course of business or for the purpose of facilitating any third party's business;
  - b. the Purchaser must notify MCWFC in writing of the personal contact details (including the Address) of the person to whom the Hospitality Seasoncard is being transferred;
  - c. the transfer to the person for whom the Hospitality Seasoncard is purchased must be free of charge or for a fee or benefit no greater in value than the face value of the Hospitality Seasoncard; and
  - d. such purchase must not breach condition 1.1 above.

The person for whom the Hospitality Seasoncard is purchased under this condition shall adhere to and be bound by these Hospitality Seasoncard T&Cs and the Conditions of Entry.

- 6.2. Hospitality Seasoncards and Hospitality Seasoncard Benefits are for the use of the Hospitality Seasoncard Holder only and are not transferable save that, if a Hospitality Seasoncard Holder is unable to attend a Match that Hospitality Seasoncard Holder may temporarily allow a person who is known to them (a "Guest") to use their Hospitality Seasoncard for the purpose of allowing that Guest to attend such Match provided that:
- a. such transfer must not be made in the course of business, for any commercial purpose, or for the purpose of facilitating any third party's business;
  - b. the transfer must be free of charge;
  - c. such transfer must not breach condition 1.1 above;
  - d. such transfer is not a transfer of a concessionary priced Hospitality Seasoncard to a Guest who does not meet the criteria of a concessionary priced Hospitality Seasoncard; and
  - e. the Guest complies with Official Guidelines and/or Covid-19 specific requirements implemented by MCWFC or any relevant Football Authority (and MCWFC reserves the right to suspend the right to transfer use of the Hospitality Seasoncard if any transfer would be in breach of Official Guidelines).

- 6.3. The Guest shall adhere to the Conditions of Entry which shall bind the Guest as if they were the original Hospitality Seasoncard Holder of that ticket. It is the responsibility of the Hospitality Seasoncard Holder who owns the Hospitality Seasoncard to inform the Guest that use of the Hospitality Seasoncard is subject to the Conditions of Entry. Subject to conditions 6.1 and 6.2 above, all rights with respect to a Hospitality Seasoncard are personal to the Hospitality Seasoncard Holder and shall cease upon the death of the Hospitality Seasoncard Holder. Any Hospitality Seasoncard Benefits accrued are not transferrable to any other person or organisation. MCWFC may, at its absolute discretion, offer a refund in respect of any Matches unattended at the time of the Hospitality Seasoncard Holder's death, to the Hospitality Seasoncard Holder's estate/personal representative.

**7. Amendments to the Hospitality Seasoncard**

MCWFC reserves the right to re-brand or otherwise vary the Hospitality Seasoncard, or introduce any additional Hospitality Seasoncards, at any time provided that any such variation shall result in a

Hospitality Seasoncard Holder receiving the same or substantially similar benefits to those the Hospitality Seasoncard Holder was entitled to receive prior to such variation. Hospitality Seasoncard Holders may, at the sole discretion of MCWFC, be transferred to such additional or replacement Hospitality Seasoncards without prior notice provided always that the Hospitality Seasoncard Holder shall be entitled to the same or substantially similar benefits under the new Hospitality Seasoncard as the Hospitality Seasoncard Holder was under the Hospitality Seasoncard from which the Hospitality Seasoncard Holder was transferred.

## **8. Changes to Order, Changes to Match Dates and Refunds**

- 8.1. MCWFC is unable to give any guarantees that any particular 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. MCWFC reserves the right to: (i) reschedule or cancel any Match; and/or (ii) cancel a ticket for a particular Match due to compliance with Official Guidelines without any liability whatsoever. Where reasonably practicable, MCWFC shall endeavour to publicise any fixture changes in advance via the Website and notify Hospitality Seasoncard Holders of fixture changes via email. In the event of the postponement or abandonment of the Match (or if the Match has to be played behind closed doors), the following options shall be available:
- a. where a Match is rescheduled, Hospitality Seasoncard Holders shall be entitled to attend any such re-arranged Match if they were entitled to attend the original fixture under their Hospitality Seasoncard;
  - b. in the event that the Match is played behind closed doors and fans are not permitted to attend, the Hospitality Seasoncard Holder shall, subject to condition 8.2 below, be entitled to request a pro-rata refund, dependent on the type of Hospitality Seasoncard held with MCWFC and when the Hospitality Seasoncard is purchased;
  - c. in the event the Official Guidelines change and as a result MCWFC needs to reduce the number of tickets available for a particular Match, MCWFC will seek to offer a ticket ballot for the Match and the Hospitality Seasoncard Holder shall be entitled to: (i) enter for an opportunity to purchase a ticket through the ballot (subject to availability, meeting the stipulated sales criteria and applicable ballot terms and conditions). Due to limited availability in this scenario, MCWFC may elect to implement specific sales criteria which may limit the Hospitality Seasoncard Holder's eligibility to apply); or (ii) request a pro-rata refund in accordance with condition 8.2, dependent on the type of Hospitality Seasoncard held with MCWFC when and the Hospitality Seasoncard is purchased.
- 8.2. A refund pursuant to condition 8.1. will only be issued on the: (i) cancellation of the Ticket for the particular Match within the timeframe notified by MCWFC; and (ii) satisfactory identification that the individual requesting the refund is the Hospitality Seasoncard Holder. The final decision shall at all times belong to MCWFC.

## **9. Exclusion of Liability**

- 9.1. MCWFC expressly excludes all liability resulting from:
- a. any failure or delay by MCWFC in carrying out any of its obligations under these Hospitality Seasoncard T&Cs which is caused by circumstances outside of MCWFC's reasonable control;
  - b. the alteration of the dates and times of Matches;
  - c. the abandonment, postponement or cancellation of Matches;
  - d. the requirement to play Matches behind closed doors; and
  - e. restrictions to the view of the Match caused by virtue of the actions of other spectators.

- 9.2. MCWFC shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 9.3. MCWFC shall take all reasonable precautions for the security of the property of Purchasers and Guests, but property is left unattended at the owner's risk.
- 9.4. To the fullest extent permitted by law, MCWFC, its officers or employees shall not be liable for, whether in tort, contract or otherwise and howsoever caused:
- a. any loss, damage or injury to the Purchaser's and/or the Guests' property; or
  - b. any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever.
- 9.5. For the avoidance of doubt, nothing in these Hospitality Seasoncard T&Cs shall exclude or limit MCWFC's liability for:
- a. death or personal injury caused by MCWFC or MCWFC'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.

**10. Entry into the Ground and Behaviour**

- 10.1. In order to gain admission to the Ground, a valid Hospitality Seasoncard must be presented.
- 10.2. Entry into the Ground is subject always to:
- a. the Conditions of Entry; and
  - b. any covid-19 specific entry requirements implemented by MCWFC having been met to MCWFC's satisfaction (e.g. health questionnaire, temperature check).
- 10.3. By purchasing and/or accepting and/or holding a Hospitality Seasoncard and/or using a Hospitality Seasoncard you:
- a. certify that you have read, understood and accepted the Conditions of Entry;
  - b. agree to be bound by and to comply with the Conditions of Entry; and
  - c. agree to bring to the attention of others, as required above, the Conditions of Entry.
- 10.4. If a Hospitality Seasoncard Holder is not 14 years old or over, he/she shall obtain the consent of his/her parent(s) and/or legal guardian(s) before purchasing a Hospitality Seasoncard and must be accompanied by a Hospitality Seasoncard Holder over the age of 18 in order to enter the Ground to attend a Match or any other event. His/her parent(s) and/or legal guardian(s) shall, in addition to the Hospitality Seasoncard Holder himself/herself, be responsible for the Hospitality Seasoncard Holder's actions, conduct and compliance with the Hospitality Seasoncard T&Cs and the Conditions of Entry.
- 10.5. Any person attempting to enter or having entered the Ground with a concessionary priced Hospitality Seasoncard or ticket where that person is not entitled to use a concessionary priced Hospitality Seasoncard or ticket will be ejected from, or refused entry to, the Ground and may have the Hospitality Seasoncard or ticket withdrawn and/or suspended at MCWFC's sole discretion, and no refund shall be given.
- 10.6. Without prejudice to condition 1.1 above, and in light of Hospitality Seasoncard Holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including without limitation hats and/or scarves) that demonstrate support for a team other than the

Team, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.

- 10.7. Hospitality Seasoncard Holders agree to conduct themselves at all times in a manner befitting a representative of MCWFC and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of MCWFC into disrepute. Without prejudice to the generality of the foregoing, MCWFC 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 Hospitality Seasoncard T&Cs. Any Hospitality Seasoncard 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 could face arrest and/or prosecution by the police. MCWFC reserves the right to impose a ban on the offending Hospitality Seasoncard Holder and promptly withdraw the Hospitality Seasoncard Holder's Hospitality Seasoncard with no refund being given.
- 10.8. A Hospitality Seasoncard Holder shall not:
- a. cause any damage to the Ground;
  - b. bring into, use or display within the Ground any sponsorship, promotional or marketing materials (save for official MCWFC merchandise, and/or other football-related clothing worn in good faith);
  - c. treat MCWFC staff or any person at or around the Ground in a threatening or abusive manner or otherwise engage in any abusive, dangerous or other unacceptable behaviour (including any homophobic, sexual, sectarian, racial or discriminatory behaviour in any form, whether physical, verbal or other) at or around the Ground;
  - d. seek to enter the Ground where to do so would be non-compliance with MCWFC's COVID-19 prevention measures, including any failure or refusal to observe social distancing;
  - e. use any electronic cigarettes in the Ground;
  - f. bring into the Ground any food, drink (including alcohol) or dangerous or illegal substances;
  - g. smoke in any part of the Ground;
  - h. bring any golf umbrellas (or similar) into the Ground; or
  - i. bring into the Ground any luggage items larger than A4 size.
- 10.9. Save as regards mobile telephones used for personal and private use only, Hospitality Seasoncard Holders shall not bring into (or use within) the Ground any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to the Match or any aspect of it. Any person acting in breach of this provision may have such equipment confiscated and/or will be required to deliver up any tapes, films, disks or other recordings or data to the FA WSL and/or MCWFC and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the FA WSL.
- 10.10. Only food and drink items purchased in the Ground from vendors authorised by MCWFC may be consumed in the Ground. Hospitality Seasoncard Holders agree to abide by the Sporting Events (Control of Alcohol etc.) Act 1985.
- 10.11. Any person bringing prohibited items into the Ground may have such items confiscated.
- 10.12. MCWFC reserves the right, at its absolute discretion, to eject a Hospitality Seasoncard Holder from the Ground, refuse a Hospitality Seasoncard Holder entry to the Ground or suspend for a period of time determined by MCWFC/ withdraw indefinitely a Hospitality Seasoncard (including, without limitation, use of the Hospitality Seasoncard) if:

- a. the Hospitality Seasoncard Holder (or any person in possession of the relevant Hospitality Seasoncard) breaches any of the Hospitality Seasoncard T&Cs or Conditions of Entry (or MCWFC has reasonable grounds to suspect such breach); or
  - b. the Hospitality Seasoncard Holder is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world.
- 10.13. MCWFC will not be obliged to make any refund to any Purchaser or Hospitality Seasoncard Holder in respect of any ejection from or refusal of entry to the Ground or in respect of any Hospitality Seasoncard which is suspended or withdrawn in accordance with condition 9.11.
- 10.14. In the event that a Hospitality Seasoncard is withdrawn or a Hospitality Seasoncard cancelled, MCWFC reserves the right to exclude the relevant Hospitality Seasoncard Holder from applying for any future Hospitality Seasoncard maintained or organised by MCWFC and or to disqualify the relevant Hospitality Seasoncard Holder from applying for any match ticket at its discretion and to notify the Football Association and/or any other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).
- 10.15. Hospitality Seasoncard Holders will not be permitted to re-enter the Ground should they leave at any point after entry. MCWFC operates a strict policy prohibiting re-admission to the Ground.
- 10.16. All Hospitality Seasoncards will remain the property of MCWFC at all times and may be confiscated, cancelled or withdrawn by MCWFC in accordance with these Hospitality Seasoncard T&Cs at any time. Hospitality Seasoncards must be produced along with evidence of identity if required by any official, steward or employee of MCWFC or any police officer.

## **11. Hospitality Rules**

- 11.1. Hospitality Seasoncard Holders are responsible for the behaviour of their Guests and may have their Hospitality Seasoncard suspended or withdrawn if any of their Guests act in breach of this condition.
- 11.2. Children under the age of 18 are permitted within hospitality areas, however they must be accompanied by a responsible adult at all times. A child aged 4 and under may enter the Ground for free without a Hospitality Seasoncard if accompanied by an adult aged 18 or over but will not be permitted to have its own seat (where relevant). Any supporters aged 5 and over will require their own Hospitality Seasoncard or match ticket.
- 11.3. Purchasers are prohibited from using Hospitality Seasoncards for promotional, advertising or marketing purposes unless expressly authorised in writing by MCWFC.

## **12. Car Parking**

- 12.1. Any car parking permit provided in connection with a Hospitality Seasoncard is used by Hospitality Seasoncard Holders and their Guests subject to the MCWFC Car Park T&Cs (available <https://www.mancity.com/ticketing-and-hospitality/terms-and-conditions> or on request). MCWFC shall (subject to availability) generally only make available one car parking space for every a Hospitality Seasoncard Holder and their Guests.
- 12.2. A car parking permit is for use in Academy Stadium North Car Park only, accessed via North Gate, Ashton New Road, M11 4TQ.

- 12.3. Hospitality Seasoncard Holders will be required to provide their full name and the car registration of the Vehicle that will be using the car park at the Match or Event. The car registration details will be input into a third-party system to use ANPR on the day and by purchasing and using a car park permit, the Purchaser consents to MCWFC sharing their name and vehicle registration with third parties for such use.
- 12.4. Vehicles are parked at the permit holder's risk and MCWFC shall not be liable for any theft, loss or damage to any vehicle or its contents.
- 12.5. Car parking spaces are personal to Hospitality Seasoncard Holders and cannot be sold, transferred or assigned without the permission of MCWFC.

### **13. Change of Details**

- 13.1. It is the responsibility of the Hospitality Seasoncard Holder to check that MCWFC holds the correct details for them/ their Guests and that the correct details appear on their Hospitality Seasoncard.
- 13.2. Hospitality Seasoncard Holders should promptly notify MCWFC of any change of details (including, without limitation, changes to payment details, Addresses and/or contact details) by:
  - a. using the online facility on the Website;
  - b. telephoning Man City and asking for 'Hospitality'; or
  - c. writing to Man City, for the attention of 'Hospitality', quoting the relevant Hospitality Seasoncard number.

Hospitality Seasoncard Holders may be required to provide MCWFC with proof of identity and Address to MCWFC's satisfaction when details are changed under this condition.

### **14. Ticket Touting**

- 14.1. The unauthorised sale or disposal of a Hospitality Seasoncard or ticket 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. MCWFC will inform the police as soon as it becomes aware that Hospitality Seasoncards or tickets are being or have been sold in contravention of this law.
- 14.2. If a Purchaser or Hospitality Seasoncard Holder is convicted of a ticket touting offence anywhere in the world, or MCWFC reasonably suspects that a Purchaser or Hospitality Seasoncard Holder has committed a ticket touting offence anywhere in the world, MCWFC may notify the FA WSL who in turn may notify other FA WSL clubs and/or the relevant law enforcement authorities.
- 14.3. In the prevention or pursuance of an offence under this condition 13, the information that MCWFC shares with bodies such as the FA WSL, other football clubs anywhere in the world, the UK Football Policing Unit and other law enforcement agencies may include personal information about the Purchaser and/or Hospitality Seasoncard Holder as well as information about the offence and ticket purchase(s). This information may be used to prevent ticket touting offences and disorder at Matches.
- 14.4. If a Hospitality Seasoncard Holder suspects that ticket touting is taking place in or around the Ground, MCWFC requests that they promptly report their suspicions to MCWFC and the police.

### **15. Data Protection**



- 15.1. Each Purchaser and Guest acknowledges and agrees that the personal data provided by them to MCWFC in the purchase and use of a Hospitality Seasoncard shall be collected, stored and used by MCWFC in accordance with the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and the Man City Privacy Policy (available at <https://www.mancity.com/common/privacy>). For the avoidance of doubt, references to Man City within Man City's privacy policy shall be read as references to MCWFC.
- 15.2. Where necessary, each individual agrees and consents to MCWFC retaining their personal details in accordance with the Government 'NHS Track and Trace' initiative. If, having attended a Match, a Purchaser or their Guest (including a personal assistant attending with a Disabled Supporter) contracts Covid-19, they must inform MCWFC as soon as practicable to assist in the NHS Track and Trace process and consent to MCWFC sharing their personal information with the NHS and alerting any other match attendees, Club officials or other applicable persons (including where necessary the FA WESL, UEFA, the Football Association or other football clubs) whom they might have come into contact with.
- 15.3. All persons who enter the Ground using a Hospitality Seasoncard acknowledge that photographic images and/or video recordings (and/or still taken from video recordings) may be taken of them and may also be used in televised coverage of Matches and/or for promotional or marketing purposes by MCWFC, the FA WSL or other third parties and use of a Hospitality Seasoncard to enter the Ground is consent to such use.

**16. Indemnity**

The Purchaser shall indemnify MCWFC against any and all costs, expenses and/or losses of whatever nature and howsoever caused or incurred, as a result of any damage caused by the Hospitality Seasoncard Holder, (or a Guest), to the Ground or any property, equipment or facilities at the Ground (other than reasonable wear and tear).

**17. Entire Agreement**

These Hospitality Seasoncard T&Cs and any documents referred to within these Hospitality Seasoncard T&Cs comprise the entire agreement between MCWFC and the Purchaser/Hospitality Seasoncard Holder in relation to the purchase of a Hospitality Seasoncard and all ancillary benefits. For the avoidance of doubt, the purchase of all Match tickets unrelated to a Hospitality Seasoncard shall be subject to the terms and conditions applicable to one-off purchases which are available on the Website.

**18. Severability and Amendments**

- 18.1. MCWFC reserves the right to make amendments to these Hospitality Seasoncard T&Cs from time to time, provided that the amendments shall not result in any Hospitality Seasoncard Holder receiving any less than the same or substantially similar benefits to those that the Hospitality Seasoncard Holder was entitled to receive prior to such amendments in relation to the Season. Up to date versions of the Hospitality Seasoncard T&Cs will be made available promptly on the Website, and hard copies will be available from MCWFC upon request.
- 18.2. In the event that any of these Hospitality Seasoncard T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Hospitality Seasoncard T&Cs shall remain in effect as if such void, ineffective or unenforceable condition or conditions had not been included.

**19. Waiver**

MCWFC's failure to exercise, or delay in exercising, any right, power or remedy provided by these Hospitality Seasoncard T&Cs or by law shall not constitute a waiver of that right, power or remedy.

**20. Governing Law**

These Hospitality Seasoncard T&Cs 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.

**21. Force Majeure**

MCWFC shall not be deemed to be in breach of these Hospitality Seasoncard T&Cs or otherwise liable to any Purchaser/Hospitality Seasoncard Holder/Guest as a result of any delay or failure in the performance of its obligations under these Hospitality Seasoncard T&Cs if and to the extent that such a delay or failure is caused by a Force Majeure Event. For the purposes of this condition a "Force Majeure Event" means any circumstances outside the reasonable control of MCWFC including, without limitation, acts or threatened acts of terrorism, strikes, lockouts, industrial disputes or other restraints or stoppages of labour, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule or direction, compliance with the Rules, inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm.

#### **4. Cup Scheme Terms and Conditions**

In addition to the Definitions and Interpretation set out in Part 1 of this Document and the MCWFC Hospitality Seasoncard Terms and Conditions set out in Part 3 of this Document, the following terms and conditions ("**Cup T&Cs**") shall apply to Hospitality Seasoncard Holders who join a Cup Scheme ("**Cup Scheme Hospitality Seasoncard Holders**") (in respect of each Cup Scheme which the Hospitality Seasoncard Holder joins).

##### **1. Types of Cup Schemes**

- 1.1. MCWFC operates the following three (3) Hospitality Cup Schemes:
  - a. FA Women's Cup,
  - b. the FA WSL Continental Cup and
  - c. the UEFA Women's Champions League.

##### **2. Eligibility**

- 2.1. The Cup Scheme is open to all Hospitality Seasoncard Holders.
- 2.2. Hospitality Seasoncard Holders shall be entitled to apply to join each of the Cup Schemes individually (for the avoidance of doubt, eligible Hospitality Seasoncard Holders can join any or all the Cup Schemes).

##### **3. Benefits**

- 3.1. Hospitality Seasoncard Holders who join a Cup Scheme shall:
  - a. be entitled to receive up to 25% discount compared to an equivalent individual Cup Match Ticket for over 16s; and
  - b. commit to purchasing a ticket to every Home Match of the relevant Cup Competition to which they subscribe.
- 3.2. In respect of the process for Home Matches:
  - a. MCWFC will automatically collect payment for tickets to Home Matches in the relevant Cup Competition on or around the date on which tickets go on general sale using the payment details provided by the Cup Scheme Hospitality Seasoncard Holder to MCWFC (which must be either credit or debit card payment details) and the Hospitality Seasoncard Holder authorises MCWFC to do the same. Once payment has been collected, no refunds will be given; and
  - b. MCWFC shall not be required to inform Cup Scheme Hospitality Seasoncard Holders that payment has been taken in respect of any ticket for any Home Match in the relevant Cup Competition. MCWFC shall not be liable for any bank and / or credit card charges that may be incurred by any Cup Scheme Hospitality Seasoncard Holder as a result of payment being collected in this way.
- 3.3. For the avoidance of doubt, Cup Scheme Hospitality Seasoncard Holders shall still be required to pay for a ticket to every Match in the relevant Cup Competition(s) for which it has subscribed to the Cup Scheme.
- 3.4. **Please note: MCWFC cannot make any guarantees that Official Guidelines may not change and as a result MCWFC may need to: (i) reduce the number of tickets available for a particular Match; and/or (ii) tighten eligibility requirements for the Cup Scheme; and/or (iii) introduce a ballot system for tickets.**

##### **4. Cup Scheme Specific Terms**

- 4.1. Where valid payment is received, the Cup Scheme Hospitality Seasoncard Holder's Seasoncard will be activated to allow entry to the Ground for the relevant Cup Match.

- 4.2. It is the responsibility of each Cup Scheme Hospitality Seasoncard Holder to keep MCWFC informed of any changes to that Cup Scheme Hospitality Seasoncard Holder's payment details. If payment is declined for any reason (or if the Cup Scheme Hospitality Seasoncard Holder otherwise indicates to MCWFC that the Cup Scheme Hospitality Seasoncard Holder wishes to leave the Cup Scheme):
  - a. the Cup Scheme Hospitality Seasoncard Holder will not be permitted entry to the relevant Match; and
  - b. that Cup Scheme Hospitality Seasoncard Holder's subscription to the Cup Scheme will be terminated.
- 4.3. In the event of termination of a Cup Scheme before the end of the Season, all benefits associated with the Cup Scheme shall cease.
- 4.4. Joining a Cup Scheme does not entitle a Cup Scheme Hospitality Seasoncard Holder to purchase additional Cup Match tickets on behalf of any other person or for use by any other person. For the avoidance of doubt, an eligible Hospitality Seasoncard Holder who has subscribed for a Cup Scheme may only purchase one ticket to each Cup Match relevant to that Cup Scheme for his/her own personal use.
- 4.5. Should a Cup Scheme Hospitality Seasoncard Holder be required to relocate for a Cup Match at the Ground in accordance with MCWFC Hospitality Seasoncard Terms and Conditions set out in Part 3, MCWFC will provide a period for Cup Scheme Hospitality Seasoncard Holders to select alternative seats before seats are offered to Hospitality Seasoncard Holders who have not joined the relevant Cup Scheme. This period will be determined by MCWFC and notified to the Cup Scheme Hospitality Seasoncard Holders affected. The Hospitality Seasoncard will be activated but the Hospitality Seasoncard Holder must sit in the relocated seat, which will have been advised at point of sale. MCWFC reserves the right to resell the Hospitality Seasoncard Holder's original seat if it is made available again for the Match. The Hospitality Seasoncard Holder is not entitled to be notified of this and the supporter who has purchased the Hospitality Seasoncard Holder's original seat is entitled to sit there.
- 4.6. If an Away Match is relocated to the Ground for any reason (including without limitation safety reasons) but is deemed to be an Away Match for the purposes of the relevant Cup Competition, the Cup Scheme Hospitality Seasoncard Holder will not be automatically entitled to a ticket for that Match and such tickets must be purchased separately by the Cup Scheme Hospitality Seasoncard Holder.