Manchester City Hospitality Ticket Ballot 2020/21 - Terms and Conditions

The 2020/21 Manchester City Hospitality Ticket Ballot (the "Hospitality Ballot") is run by Manchester City Football Club Limited (the "Club"). By entering, you fully agree and accept these Hospitality Ballot Terms and Conditions ("Hospitality Ballot T&Cs") and if successful, your subsequent purchase and/or use of any Match Ticket's shall be subject to the 2020/21 Hospitality Ticket Terms and Conditions ("Hospitality T&Cs") and any other applicable terms and conditions notified to you by the Club including all COVID-19 specific policies and requirements of the Club, including the Covid-19 Supporter Code of Conduct which can be found at www.mancity.com/match-info/supporter-code-of-conduct ("The COVID-19 Supporter Code of Conduct").

In addition to these Hospitality Ballot T&Cs, specific information in respect of each Hospitality Ballot will be made available at <u>www.mancity.com/news/mens/ticket-news</u> (the "**Hospitality Ballot Information**"). You should therefore read these Hospitality Ballot T&Cs in combination with any applicable Hospitality Ballot Information.

COVID-19

You acknowledge that the Club's ability to operate the Hospitality Ballots and to offer tickets for sale to successful Hospitality Ballot entrants is subject to Government, Premier League, FA, UEFA and FIFA guidelines ("Official Guidelines") permitting the same and that these Official Guidelines are subject to frequent change as the nature of the COVID-19 situation evolves. Whilst we will endeavour to complete each Hospitality Ballot and give successful Hospitality Ballot entrants the opportunity to purchase a Match ticket, you acknowledge that we may have to cancel or vary a Hospitality Ballot at short notice in order to ensure compliance with Official Guidelines and, even if you are successful in the Hospitality Ballot, we may not be able to offer you tickets for the particular Match if Official Guidelines restrict the same.

You also acknowledge that the number of tickets available under any Hospitality Ballot is limited due to COVID-19 and that you may not receive the same number of tickets which you apply for.

If you are successful in one or more Hospitality Ballots and as a result are able to purchase a Match ticket you acknowledge and agree that your ability to use the ticket and access the Club's ground shall be subject to:

- the Official Guidelines permitting travel to, and fan entry into, the stadium in respect of that Match;
- any other requirements under the Official Guidelines;
- the Club's COVID-19 Supporter Code of Conduct in respect of attendance at the ground which will be made available here www.mancity.com/news/mens/ticket-news. Please note that this is subject to change from time to time in line with changes to the Official Guidelines and as such we ask that you check the latest version.

1. Who Can Enter

The Hospitality Ballot is open to all 2019/20 MCFC Hospitality Seasonal Members (who, for the avoidance of doubt, as at the date the Hospitality Ballot opens, have not cancelled their respective membership) (each a "**Ticket Holder**"). Proof of identity and age may be required upon entry into the Hospitality Ballot and personal details will be checked by the Club prior to any tickets being issued and prior to entry into the stadium.

All match tickets are "home" tickets for the Club and you must be a Club supporter to attend the match. Successful applicant(s) are subject to screening by the Club based on their conditions of entry and the Club is not liable if you or any person accompanying you is refused entry because you do not meet these conditions.

2. How to Enter

There will be a Hospitality Ballot for each Season 2020/21 Premier League, UEFA Champions League, FA Cup and Carabao Cup Home match played at the Etihad Stadium (subject to Official Guidelines permitting limited spectators at the match in question) (each a "**Match**").

With the exception of the Tunnel Club Ground and Tunnel Club Premier hospitality areas which will remain closed, all hospitality areas will be open. A Ticket Holder will be entitled to enter the Hospitality Ballot for the hospitality area in which they had a 2019/20 hospitality package only. Ticket Holders who had a 2019/20 hospitality package in either Tunnel Club Ground or Tunnel Club Premier will be entitled to enter the Hospitality

Ballot for any hospitality area of their choice, including the 1894 Club Bar, the Commonwealth Bar, the Ardwick, Joes, the Chairman's Club, the Mancunian, Citizens and/or Legends.

The opening date and time to register for each Hospitality Ballot along with the closing date and time shall be as set out in the Hospitality Ballot Information (the "**Ballot Period**"). Any entries received outside the relevant Ballot Period for a Match will not be considered for that Match Hospitality Ballot, even if they appear to be registered.

Further information on how to register for the Hospitality Ballot can be found in the Hospitality Ballot Information.

3. Other Conditions for Hospitality Ballot Entry

Hospitality Ballot applicants shall, subject to Official Guidelines, be entitled to enter the Hospitality Ballot for the number of tickets purchased under their 2019/20 Season Hospitality Membership package. However, each Ticket Holder who enters the Hospitality Ballot acknowledges and agrees that due to Official Guidelines, the Club may not be able to provide the same number of tickets held by the Ticket Holder during the 2019/20 season for any one Match due to social distancing requirements.

Due to COVID-19 and the Official Guidelines, not all of the Club's hospitality areas will be available. Details of the exact hospitality areas available under the Hospitality Ballot shall be available under the Hospitality Ballot Information or by contacting a Hospitality Relations Manager. Whilst the Club will do its best to accommodate its supporters, applicants entering into the Hospitality Ballot and applying for tickets acknowledge and accept that they may not be able to sit in their usual hospitality area, table or seat, and tickets will be subject to availability and applicable Government guidelines. All applicants agree to accept the seats they are offered and agree that the Club will not be liable for any loss, damage or disappointment suffered through the selected seat.

Each Ticket Holder must confirm they, and any guests they intend to bring to a Match if successful under the Hospitality Ballot, are compliant with the current Government guidelines and the Club's COVID-19 Supporter Code of Conduct at the time of Hospitality Ballot application (and subsequently when purchasing a ticket (where successful) and before entering the stadium).

The Club may verify the validity of entries (including a Ticket Holder's identity and place of residence), disqualify any entrant and invalidate or recover any ticket issued to an entrant following breach of these Hospitality Ballot T&Cs, the COVID-19 Supporter Code of Conduct or the Hospitality T&Cs or where conduct is contrary to the spirit or intention of the Hospitality Ballot. The Club deals with such tickets at its discretion.

No responsibility can be accepted for (i) any incorrect, inaccurate or incomplete entries or information caused by an entrant or occurring during transmission or (ii) entries not received for whatever reason, including for entries lost, delayed or corrupted, or due to computer error in transit.

4. Successful Hospitality Ballot Entries and Subsequent Ticket Purchase

Please note, entry into the Hospitality Ballot does not guarantee that you will be allocated, or be eligible for, a Match ticket. Further, if you are a successful in the Hospitality Ballot this does not automatically allocate you a ticket; you are still required to purchase the tickets in accordance with Club instructions.

After the closing date of each individual Match Hospitality Ballot, the Club will randomly select successful Hospitality Ballot applicants from all valid entries received within the Ballot Period (each such individual a "**Successful Applicant**"). All entries will be verified by the Club and/or its agents. The Club will not be held liable where an applicant is unsuccessful in each and/or any Hospitality Ballot they enter.

Each Successful Applicant who satisfies the entry conditions will be given the opportunity to purchase tickets for the relevant Match (where permitted by Official Guidelines).

Successful Applicants will be notified by email (to the email address provided alongside the Hospitality Ballot application) following the end of the Ballot Period for the relevant Match.

Success in the Hospitality Ballot entitles the Successful Applicant to a window in which to purchase Match tickets. Each Successful Applicant will be given a prescribed window to purchase the tickets (the "**Purchase Window**"). Successful Applicants are not committed to purchasing a ticket, nor are they entitled to a ticket for a Match, unless and until they complete a ticket purchase during the Purchase Window.

Depending on the Official Guidelines in place at the time, tickets may only be available in single seats or restricted groups due to social distance guidelines and subject to availability.

Reasonable efforts will be made to contact the Successful Applicant(s). If they cannot be contacted or if they fail to purchase their ticket(s) within the Purchase Window, or they are unable to comply with these Hospitality Ballot T&C's, the Successful Applicant is deemed to have forfeited their opportunity to purchase a ticket and the Club reserves the right to automatically re-allocate the ticket opportunity at its discretion.

Once the Purchase Window has passed for a specific Match in accordance with the paragraph above, any remaining unclaimed tickets (if any) will be offered on a first come, first served basis in the following order of priority:

- (i) 2019/20 MCFC Hospitality Seasonal Members who were not successful in the Hospitality Ballot for their hospitality area and/or 2019/20 MCFC Hospitality Seasonal Members whose hospitality area is not in operation;
- (ii) 2019/20 MCFC Hospitality Seasonal Members within other hospitality areas who have been unsuccessful in the Hospitality Ballot for their hospitality area;
- (iii) other groups as determined by the Club at its discretion.

The Club's decision to reallocate any tickets is final.

5. The Tickets

Each Match ticket issued by the Club, and the Ticket Holder's use of such ticket, is subject to its terms and conditions of entry, the COVID-19 Supporter Code of Conduct and the Ground Regulations including the Club's COVID-19 specific provisions regarding attendance at the ground, which are available on the Club website or upon request. The use of a ticket to enter a Club's stadium constitutes acceptance of that Club's terms and conditions of entry. The ticket shall remain at all times the property of the issuing Club.

If a Successful Applicant is a Disabled Supporter (as defined in the Hospitality T&Cs) they shall be entitled to a free of charge ticket for a Personal Assistant to accompany them to the Match in accordance with the Hospitality T&Cs where the Official Guidelines permit the same. The Ticket Holder will be required to cover the cost of the hospitality package, minus the value of the match seat (which shall be determined by the Club based on location of seat and category of game). The Club will try to accommodate the Disabled Supporter and Personal Assistant to the best of their ability in accordance with Official Guidelines. For more information on Disabled Supporter tickets and access, please contact The Access Team on +44 (0)161 444 1894 (option, 1, option 2, option 2).

The Club will not be held responsible if you are successful in the Ballot but the fixture does not go ahead and/or is played behind closed doors.

6. <u>General</u>

The Club's decision is final and binding. No correspondence will be entered into. Entry implies acceptance of these terms and conditions and any other applicable terms and conditions including the Hospitality T&Cs and the Club COVID-19 Supporter Code of Conduct.

The Club reserves the right to hold void, suspend, cancel or amend the Hospitality Ballot at any time as it sees fit and if voided, suspended or cancelled, the Club is under no obligation to deliver a ticket to any Hospitality Ballot entrant and shall refund any purchased tickets into the bank account they were purchased from.

To the extent permitted by law, the Club is not liable for any loss, damage, injury, illness or disappointment suffered or sustained (whether or not arising from any person's negligence) in connection with the Hospitality Ballot, attendance of any Match or any delays or failure (in whole or in part) to perform any of its obligations if such delay or failure is caused by something beyond its control.

If any provisions of these Hospitality Ballot T&Cs should be deemed to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Hospitality Ballot T&Cs and the remaining provisions shall survive and remain in full force and effect.

The Hospitality Ballot and these Hospitality Ballot T&Cs will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

The Club's Supporter Services team may be contacted on +44 (0)161 444 1894. The promoter is: Manchester City Football Club Limited (company no. 40946) whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF.

7. Personal Data

All Personal Data will be held and used by the Club in accordance with the Club's privacy policies (which can be found at https://www.mancity.com/common/privacy) and in accordance with data protection legislation. By entering a Hospitality Ballot, you agree to the collection, retention, usage and distribution of your personal information in accordance with the Club's privacy policy and the Club COVID-19 Supporter Code of Conduct. We may also use the information you provide to verify your age and identity.