



Man City Academy and Elite Development Squad

Home Ticket Terms & Conditions 2021/22

Academy and Elite Development Squad Home Ticket Terms and Conditions

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 any particular Match will take place at a particular time or on a particular date or, due to the ongoing COVID-19 situation, that the Matches will not be postponed or played behind closed doors. The Club shall make reasonable endeavours to publicise any change to the time and/or date of any Match and notify relevant Purchasers of fixture changes via email. In the event of the postponement, rescheduling or abandonment of a Match, Ticket Holders shall be entitled to attend any such re-arranged Match or (subject to certain conditions) Purchasers shall be entitled to a refund. Please see clause 2 for details.**
- **Each Ticket is issued for the sole use of, and is personal to, the Ticket Holder and may only be transferred to a nominated Friends and Family Programme member in accordance with clause 3.2.**
- **COVID-19. The Club is following and has always followed Government's and Governing Body advice with respect to COVID-19 and will continue to do so. While the Club is hopeful that Club will be able to readmit fans at full capacity to the Ground during the Season, this is subject to Government and Governing Body advice and may be subject to change at short notice and some or all Matches may be played behind closed doors or at further reduced capacity.**
- **In order 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 the COVID-19 Supporter Code of Conduct both in terms of attendance at, and travel to, the Ground. Your entry into the Ground may be subject to any COVID-19 specific requirements and checks as the Club has in place from time to time.**
- **In certain circumstances, the Club has the right to do any of the following: (i) to 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 (a) breach (or suspected) breach of these Home Ticket T&Cs (b) a prohibition from entering the Ground or any other sporting venue (c) instances of abusive, dangerous or other unacceptable behaviour (d) failure to comply with the Club's Covid-specific requirements and/or (e) resale or attempted resale of Tickets other than in accordance with these Home 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 Home Ticket T&Cs.**
- **Personal data provided by Purchasers to the Club in the purchase of Tickets shall be collected, stored and used by the Club in accordance with the Club's Privacy Policy. Each individual also agrees and consents to the Club retaining their personal details in accordance with the Government 'NHS Track and Trace' initiative. Please read clause 10 for full details.**

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



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The following terms and conditions (the “**Home Ticket T&Cs**”) apply to all purchases of Tickets (as defined below). Before purchasing a Ticket, please ensure that you have read these Home Ticket T&Cs along with the COVID-19 Supporter Code of Conduct carefully. By purchasing a Ticket, you acknowledge that you have read, understood, accepted and agree to be bound by and to comply with these Home Ticket T&Cs and the COVID-19 Supporter Code of Conduct.

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

1. Purchase and Issue

- 1.1 While the Club is hoping to return to full capacity as soon as possible, due to the ongoing COVID-19 situation, the number of Tickets which the Club is able to offer for sale may be limited and the Club may be required to introduce a tighter sales criteria for some or all Matches.
- 1.2 Generally Home and Away fans are not designated seating in separate sections of the Ground although the Club may implement designated areas for certain matches. Where this is the case, tickets in the designated Home Section (being the area of seating at the Ground which is designated for use by supporters of the Club) will be available for purchase by supporters of the Club only and tickets in the Away Section (being the section of the Ground which is designated for use by supporters of the Visiting Club) will be available for purchase by supporters of the Visiting Club only. By applying to purchase one or a number of Tickets, you hereby warrant and represent that you are either (i) a supporter of the Club if the seat purchased under your Ticket is located in a designated Home Section; or (ii) a supporter of the Visiting Club if the seat purchased under your Ticket is located in a designated Away Section; and (iii) that the personal details you have provided are true and accurate. Tickets are sold subject to additional sales criteria applicable to each Match which shall be published on the Website in advance of each Match.
- 1.3 At the point of purchase each individual must confirm they are compliant with the current Government guidelines with regards to COVID-19 and the COVID-19 Supporter Code of Conduct (which will be made available at <https://www.mancity.com/match-info/supporter-code-of-conduct>). As Government and Governing Body guidelines are pending and subject to change, as at the date these Home Ticket T&Cs are issued, the Club’s ability to issue the COVID-19 Supporter Code of Conduct are still pending and further, once issued, may be updated from time to time. Purchasers are therefore required to review the COVID-19 Supporter Code of Conduct in advance of attending any Match and to promptly notify the Club if they are unable to meet any of the requirements set out therein. In addition to or as part of compliance with the COVID-19 Supporter Code of Conduct, there may be COVID-19 specific requirements which accompany and/or follow a Ticket purchase (e.g., a health questionnaire prior to the Match, temperature checks and/or any other testing regarded as prudent in order to safeguard against COVID-19 risk on entry to the Ground) and which you are required to follow before and/or after the Ticket is issued to you. The Club reserves the right in its sole discretion to withhold issue of a Ticket, cancel a Ticket and/or refuse entry into the Ground until it is satisfied any and all COVID-19 requirements have been met. Where the Club cancels a Ticket or refuses entry under this clause 1.3, the Ticket Holder may be entitled to request a refund in accordance with clause 2.3.
- 1.4 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 any additional COVID-19 specific requirements of the Club being met, including any requirements under the COVID-19 Supporter Code of Conduct. An email confirmation will be sent to the individual whose account was used to purchase the Ticket(s). Any individual purchasing a Ticket for a Ticket Holder other than themselves shall be deemed to be acting with the authority of each such Ticket Holder, including the authority to agree to these Home Ticket T&Cs and COVID-19 Supporter Code of Conduct on such third party’s behalf.
- 1.5 A Purchaser may, at all times subject to availability, purchase a Ticket on behalf of another individual (and such individual is identified as the Ticket Holder at the point of purchase of the Ticket) as part of the City Family



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Group Programme only, provided the Purchaser purchases and retains a Ticket for their own personal use. Such purchase on behalf of another person must be for his/her/their personal use only and PROVIDED that:

- a. such purchase takes place in consideration of no payment or benefit in excess of the face value of the Ticket and such purchase does not take place in the course of any business or for the purpose of facilitating any third party’s business; and
- b. the individual on whose behalf you have purchased the Ticket will be subject to the Conditions of Entry (including the Commitment) which will bind each end user as if he/she/they were the original purchaser of the Ticket.

1.6 If a supporter wishes to use the City Family Group Programme the supporter should ensure that they have the permission of all family and friends added to the group before proceeding with any Ticket purchase. Similarly, if a supporter provides permission to be added to a City Family Group Programme, they acknowledge and agree that tickets may be purchased on their behalf at any time. It is the particular supporter’s responsibility to monitor his/her/their account for any purchases being made on his behalf as the Club will be under no obligation to notify the supporter of the same.

1.7 The price payable for each Ticket shall be as set out on the Website or as otherwise notified by the Club from time to time. Booking fees may apply. Unless expressly stated otherwise, all prices are inclusive of VAT. The Club always tries to ensure that pricing and ticketing information provided by the Club is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to any Ticket which has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Purchaser will have the option of reconfirming the order at the correct price/product description or cancelling the order. If the Club is unable to contact the Purchaser having made reasonable attempts to do so, the Club will treat the order as cancelled. If the order is cancelled or treated as cancelled pursuant to this clause 1.7, 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.

1.8 Additional requirements for the purchase of certain classes of Tickets are as follows:

Children aged 14-17	<ul style="list-style-type: none"> - No requirement for an accompanying adult. - Only one ticket for a child aged 14 – 17 may be purchased in a single transaction unless at least one adult Ticket for a person aged 18 or over is also purchased in that transaction.
Children aged under 14	<ul style="list-style-type: none"> - May not enter the Ground unless accompanied by an adult aged 18 or over. - All children (0-13) must be in possession of a valid Ticket for the Match they are attending. - Their parent(s) and / or legal guardian(s) shall, in addition to the Purchaser, be responsible for the child’s actions, conduct and compliance with the Home Ticket T&Cs and the Conditions of Entry.

1.9 Tickets will not be posted for the 2021/22 Season. Instead a Purchaser must download a mobile (contactless) ticket, unless they do not have access to a smart phone, in which case the Purchaser will be given an option to print@home. In order to use a Ticket, a Purchaser will be required to either print the ticket at home or ensure they have the required digital device to show a ticket upon entry to the stadium. The Club will not be liable for



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any loss, damage, injury or disappointment suffered in connection with a Purchaser failing to bring their Ticket to the specific Match and may refuse entry to the stadium at their discretion.

- 1.10 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 by email at least 3 working days before the relevant Match, the Purchaser should contact the Club immediately.
- 1.11 The Club shall be entitled to require that additional information and/or documentation be submitted to the Club at any time should the Club deem it necessary in order to verify the Purchaser's and/or individual Ticket Holder's identification and/or other information with regards the Purchaser's Ticket purchase including to satisfy the Club that the requirements of the COVID-19 Supporter Code of Conduct have been met. The Purchaser and individual Ticket Holder shall cooperate with the Club in connection with the same.

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

- 2.1 Once purchased, a Purchaser shall not be entitled to change their Ticket(s) and due to COVID-19 we will not be able to offer Purchasers the right to upgrade their ticket this Season.

- 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 (**21 days' notice required for Tickets that have been purchased as part of a large group booking** (meaning bookings of 10 or more Tickets)) (using the Club contact details outlined in clause 8);
- b. the relevant original Ticket(s) (if already issued) is voided by the Club; and
- c. if the Ticket is purchased as part of a group of two or more tickets, all Tickets made as part of the same purchase are also cancelled at the same time.

- 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 his/her/their ticket on shorter notice because he/she/they is prevented from being able to attend a match due to:

- a. experiencing COVID-19 symptoms; and/or
- b. being required to isolate due to coming into contact with someone with COVID-19; and/or
- c. otherwise not being able to meet the requirements of the COVID-19 Supporter Code of Conduct,

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 a Match** they are due to attend). Where a Ticket Holder cannot attend for this reason only, and have provided sufficient notice to the Club along with any supporting evidence as may be reasonably requested by the Club, the Ticket Holder shall be entitled to request a refund of the Ticket which is in his/her/their name (less any booking fees incurred) (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 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. Subject to the remainder of this clause 2.4, the Club reserves the right to (i) reschedule or cancel any Match and/or (ii) cancel your Ticket due to compliance with Official Guidelines without any liability whatsoever. Where reasonably practicable, the Club shall endeavour to publicise any fixture changes in advance via the Website and notify relevant Purchasers of fixture changes via email. In the event of the



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postponement or abandonment of a Match (or if the Match has to be played behind closed doors), the following options shall be available:

- a. In the event that the Match is played behind closed doors, the Purchaser shall be entitled to request a refund (subject to clause 2.5 below);
- b. In the event that 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);
- c. In the event that the Match is rescheduled, and fans are permitted to attend the rearranged Match, the relevant Ticket Holder shall be entitled to:
 - (i) receive the equivalent ticket for the subsequent re-arranged Match via such application procedure as the Club stipulates; 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).

The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

- 2.5 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 at all times belong to the Club.

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

- 3.1 Save as permitted in clause 3.2, each Ticket is issued for the sole use of, and is personal to, the Ticket Holder. The Purchaser and any Ticket Holder shall not sell, assign or transfer their Tickets to any other person. This is of particular importance given the current COVID-19 situation. Further you shall not use the Ticket for any commercial purpose. The reference to selling a Ticket includes (i) offering to sell a Ticket (including, without limitation, via any website or online auction site), (ii) exposing a Ticket for sale, (iii) making a Ticket available for sale by another person and/or (iv) advertising that a Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means a Ticket may not be offered as a prize in any promotion, prize draw or competition; (v) transferring, lending or selling to any third party as part of a hospitality or travel package; (vi) giving (or offering to give) to a third party who pays or agrees to pay for some other goods or services; or (vii) used for any other commercial purpose (all save as expressly authorised by the Premier League, Football Association, Football League, FIFA, UEFA or the Club as applicable).
- 3.2 A Purchaser may transfer his/her/their Ticket to a nominated individual who is linked to the Purchaser via the Friends and Family Programme for the purpose of allowing that individual to attend such Match where the Ticket Holder is unable to attend by telephoning the Club on +44 (0) 161 444 1894, subject to the following conditions:
- a. such transfer must not be made in the course of business, for any commercial purpose, for the purpose of facilitating any third party's business;
 - b. the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket;
 - c. such transfer must not breach clause 1.2 above;
 - d. the Ticket Holder / transferee (as applicable) shall adhere to and be bound by these Home Ticket T&Cs and the Conditions of Entry which apply to and bind each Ticket Holder / transferee (as applicable) as if he/she/they were the original purchaser and intended user of that Ticket (and any obligations / restrictions in these Home Ticket T&Cs which are stated as applying to the Ticket Holder shall be construed as applying equally to any transferee). It is the responsibility of the Purchaser to inform the Ticket Holders and any transferee of these requirements.



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- 3.3 The unauthorised sale or disposal of a Ticket (as described in clause 3.1) may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. If an individual is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that an individual has committed (or is attempting to commit) a ticket touting offence anywhere in the world, then:
- the Club may notify the Police, the FA, FIFA and the Premier League who in turn may notify other clubs and/or the relevant law enforcement authorities. The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches;
 - the Club may make any such enquiries as the Club considers necessary; and
 - such conduct shall be deemed to be a serious breach of these Home Ticket T&Cs by the Purchaser / Ticket Holder.
- 3.4 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.
- 3.5 All Tickets will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Home Ticket T&Cs at any time. Tickets must be produced along with evidence of identity / age / address if required at any time by any official, steward or employee of the Club or any police officer. If the Purchaser fails to return a Ticket when required, it shall be deemed to be in breach of these Home Ticket T&Cs and, for the avoidance of doubt, the provisions of clause 7 will apply.
- 3.6 Where your Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the Commitment, the Club will also notify the Premier League and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.
- 3.7 Any Ticket obtained or used in breach of the Conditions of Entry (including the Commitment) shall be automatically void and all rights conferred or evidenced by such Ticket shall be nullified. Any person seeking to use a Ticket in breach of Conditions of Entry (including the Commitment) in order to gain entry to the Ground or remain at a Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her/their Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this clause 3.7, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of a Home Match Ticket.

4. Access to the Ground

- 4.1 In order to gain admission to the Ground, a valid Ticket bearing the Purchaser's name and photographic identification (as may be required) must be presented.
- 4.2 Entry into the Ground is subject always to:
- the Conditions of Entry including without limitation the Ground Regulations, the COVID-19 Supporter Code of Conduct and the Commitment; and
 - any COVID-19 specific requirements implemented by the Club having been met to the Club's satisfaction (e.g., evidence of vaccination, 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.



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- 4.4 The Ground offers unreserved seating and standing and consequently the Ticket shall not give the Ticket Holder an entitlement to sit in a particular seat within the Ground or to sit or stand in a particular area of the Ground (save in the limited circumstances set out in clause 5.3 below) for the Match or any subsequent Match.
- 4.5 Ticket Holders accept and acknowledge that seating allocation may be subject to social distancing or other COVID-19 prevention measures as determined by the Club from time to time, and that you may not be permitted to sit by or near anyone who is not a member of your household, Social Bubble or Support Bubble (in the event these concepts are reintroduced). 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. Please refer to the COVID-19 Supporter Code of Conduct for further details on our requirements while at the Ground.
- 4.6 All access to the Ground pursuant to a Ticket shall be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 4.7 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 Home 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.
- 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 the Premier League and/or the Club, 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, without limitation, via social networking sites.
- 4.10 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 4.8 above, or pursuant to clause 4.9 above, or otherwise) is hereby assigned to the Premier League, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Premier League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League absolutely and with full title guarantee.
- 4.11 Ticket Holders shall:
- not seek to enter the Ground where to do so would be non-compliance with the Club's COVID-19 prevention measures including the COVID-19 Supporter Code of Conduct;



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- 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 which do not infringe clause 4.8 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. Due to the ongoing COVID-19 situation, food and drink items may not be available for purchase at the Ground either;
 - 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, comply with the relevant dress code will not be admitted to the Ground; or
 - f. not attempt to gain access to the Home Section wearing or carrying apparel (including without limitation hats and/or scarves) that demonstrates support for a team other than the Club. Any such attempt may result in admission being refused or the relevant individual being ejected from the Ground.
- 4.12 The Club reserves the right to refuse entry to / eject any person from the Ground who (in the Club's reasonable opinion) attempts to undertake any action in contravention of clauses 4.7 and/or 4.8 and to withdraw or suspend the individual's Ticket at the Club's discretion (and no refund will be given).

5. **Disabled Supporters**

- 5.1 Disabled Supporters who can provide the Club with any of the following as proof of their disability shall be entitled to bring a Personal Assistant to the Match, subject to meeting the conditions in clause 5.2 below:
- 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 evidence 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 (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 in order to attend Matches) subject to the following conditions:
- a. the Disabled Supporter must complete and submit an 'Access Requirement Form' to the Club in advance;
 - b. the Disabled Supporter must provide the name of the Personal Assistance at least 72-hours prior to the day of the Match;
 - c. 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;
 - e. the Personal Assistant shall only attend the Match with the Disabled Supporter and given the current COVID-19 situation, the Personal Assistant and Disabled Supporter must enter the stadium at the same time
 - f. the Personal Assistant's ticket is non-transferable;
 - g. the Disabled Supporter must co-operate with the Club fully, and if requested, provide further evidence that a Personal Assistant is required; and
 - h. the Disabled Supporter is required to provide the contact details of the personal assistant for NHS Track & Trace purposes no later than 72-hours before the match.



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- 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.
- 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 your Ticket and the Club reserves the right to eject them from the Ground immediately without refund.
- 5.5 The Club will use reasonable endeavours to accommodate requests to locate or relocate a Ticket Holder into a disabled access area provided the request is based upon a medical condition and such requests are submitted in advance of the Match giving details of the facilities that will be required (stating expressly whether access to the Club's Induction Loop is required).

6. Lost, stolen and damaged Tickets

- 6.1 The Club is not responsible for and shall not be obligated to admit entry to a Ticket Holder:
- if the Ticket Holder does not present a print@home Ticket or ensure they have the required digital device to show the Ticket upon entry to the Ground; or
 - in respect of any print@home Tickets which are lost, stolen, forgotten, damaged, defaced, or destroyed. Whether Tickets are damaged, defaced or destroyed will be determined by the Club in its sole discretion.

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 may have, the Club reserves the right, at its absolute discretion, to:
- eject a Ticket Holder from the Ground or refuse them entry to the Ground;
 - exclude (indefinitely or for a period of time determined by the Club) a Purchaser / Ticket Holder from using and/or applying to purchase any Ticket in respect of any future Match held at the Ground (including, without limitation, use of any benefits associated with the Ticket);
 - terminate the contract for the purchase of the Ticket; and/or
 - provide the police and any other relevant authorities including FIFA, UEFA, the Football Association, the Premier League, the Football League and/or any other football clubs with any relevant information,
- in any of the following circumstances:
- the Purchaser or Ticket Holder (or any person in possession of the relevant Ticket) breaches any of the Home Ticket T&Cs or Conditions of Entry (including the Commitment) or COVID-19 Supporter Code of Conduct (or the Club has reasonable grounds to suspect such breach);
 - the Club 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 Home Ticket T&Cs, the Conditions of Entry, the COVID-19 Supporter Code of Conduct or the terms and conditions of any other Club related scheme;
 - the Club reasonably suspects that a Ticket Holder's Ticket has been offered for re-sale or re-sold in contravention of these Home Ticket T&Cs;
 - 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; and/or
 - 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 shall constitute a non-exhaustive list of conduct which shall constitute a serious breach of the Home Ticket T&Cs and the Conditions of Entry and shall enable the Club to exercise its rights as described in clause 7.1 above:



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- 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 3.3);
 - f. any misrepresentation in relation to clause 1.2, above;
 - g. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
 - h. the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
 - i. whether at the Ground, or travelling to the Match:
 - (i) the use of foul, obscene, abusive and/or racist language and/or gestures;
 - (ii) the chanting of anything of an indecent or racist nature;
 - (iii) fighting, or engaging in and/or inciting violence;
 - j. any other conduct outlined in clause 4.7;
 - k. bringing any of the following into the Ground (or using them within the Ground): illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
 - l. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
 - m. the supply of any misleading or incorrect information in any application;
 - n. any failure or refusal to observe any social distancing or COVID-19 prevention measures as may be in place, including any breach of the COVID-19 Supporter Code of Conduct;
 - o. any breach of clause 4.11 above;
 - p. 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; and/or
 - q. any prohibited activity as defined in the Commitment or any other activity in contravention of the Commitment.
- 7.3 The Club may conduct security searches where it has reason to believe that any of the breaches set down in clauses 7.1 and/or 7.2 has either occurred or may occur.
- 7.4 The Club will not be obliged to make any refund to any Purchaser in respect of any ejection from or refusal of entry to the Ground or in respect of any Ticket which is suspended or withdrawn in accordance with this the provisions of these Home Ticket T&Cs.
- 7.5 The Club reserves the right to exclude from participation in any Club membership scheme any Ticket Holder that is ejected, refused entry or banned from purchasing Tickets in accordance with these Home Ticket T&Cs, or if the Ticket Holder is refused admission or banned from the Ground or any other sporting venue anywhere in the world.
- 7.6 Any person attempting to enter or having entered the Ground with a concessionary priced Ticket must meet the criteria applicable to such a concessionary 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, without limitation, changes to payment details and / or addresses) by: (i) telephoning the Club on +44 (0) 161 444 1894; or (ii) writing to the Club, for the attention of 'Supporter Services', quoting the relevant supporter number.



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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:
- any failure or delay by the Club in carrying out any of its obligations under these Home Ticket T&Cs which is caused by circumstances outside of the Club's reasonable control;
 - the alteration of the dates and times of Matches;
 - the abandonment, postponement or cancellation of Matches;
 - restrictions to the view of the Match caused by virtue of the actions of other spectators.
- 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 Home Ticket T&Cs shall exclude or limit the Club's liability for:
- death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or
 - any other conduct for which liability may not be excluded or limited as a matter of English law.
- 9.4 Neither the Premier League 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 Club will hold and process data relating to you, which may include personal data, for administrative, security and legal purposes. The personal data that you provide to the Club shall be collected, processed, stored and transferred in accordance with the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) and the Club's Privacy Policy (available on the Website at www.mancity.com/Common/Privacy). In particular, the Club may share your personal data, including your name, date of birth, photograph, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs, any Football Authority and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment and with enforcing sanctions under the Commitment. We may also share your data in order to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. For more information on how we process your data and who we share it with, please consult the Commitment data protection notice accessible via <https://www.mancity.com/privacy-policy> relating to this use of your personal information.
- 10.2 Each individual agrees and consents to the Club retaining their personal details in accordance with the Government 'NHS Track and Trace' initiative. If, having attended a Match, a Ticket Holder (or someone with whom they have been in contact with) contracts COVID-19, they must inform the Club as soon as practicable to assist in the NHS Track and Trace process and consent to the Club sharing their personal information with the NHS and alerting any other match attendees, Club officials or other applicable persons (including where necessary the Premier League or other Premier League Clubs) whom they might have come into contact with.
- 10.3 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



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coverage of Matches and/or for promotional or marketing purposes by the Club, the Premier League or other third parties and the use of a Ticket to enter the Ground constitutes consent to such use.

11. General

- 11.1 These Home Ticket T&Cs (and all documents referred to herein) comprise the entire agreement between the Club and you in relation to the purchase of individual Tickets and all ancillary benefits.
- 11.2 The Club reserves the right to make amendments to these Home 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 Home Ticket T&Cs and the COVID-19 Supporter Code of Conduct will be made available as soon as practicable on the Website, and hard copies will be available from the Club upon request.
- 11.3 In the event that any provision(s) of these Home Ticket T&Cs is / are declared void, ineffective or unenforceable by any competent court, the remainder of the Home Ticket T&Cs shall remain in effect as if such void, ineffective or unenforceable clause(s) had not been included.
- 11.4 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Home Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 11.5 Notwithstanding any other provision in these Home Ticket T&Cs and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Home Ticket T&Cs. Nothing in these Home Ticket T&Cs shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.
- 11.6 These Home Ticket T&Cs and any dispute arising thereof (contractual or non-contractual) shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

12. Definitions and Interpretations

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

"City Family Programme"	Group	a mechanism offered by the Club by which a supporter may link accounts with family and friends, enabling members of the linked group to purchase Tickets on behalf of one another, renew Seasoncards and enrol in cup schemes, relocate and regrade their seat;
"Club"		Manchester City Football Club Limited (company number: 00040946) whose registered office is at the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
"Cup Competition"		means each of the Lancashire Senior Cup, the Manchester Senior Cup, the Under 21 Premier League Cup and the Football Association Youth Cup;
"Cup Match"		means any match in a Cup Competition in which either Team participates during the Season;
"Commitment"		the Premier League's Commitment Regarding Abusive and Discriminatory Conduct which can separately be found on – or accessed via – the Club's website, the Premier League's website, or can be provided upon written request to the Club;



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- “Conditions of Entry”** (i) the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the Football League, (ii) the Ground Regulations and (iii) the COVID-19 Supporter Code of Conduct and (iv) the Commitment;
- “COVID-19 Supporter Code of Conduct”** means the set of rules issued by the Club from time to time which you must comply with in order to reduce as far as possible the transmission of COVID-19, the current version of which will, once published, be found at <https://www.mancity.com/match-info/supporter-code-of-conduct>;
- “Disabled Supporter”** any supporter of the Club who has a physical or mental impairment that has a ‘substantial’ and ‘long-term’ negative effect on their ability to do normal daily activities;
- “Football Authority”** means 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;
- “Ground”** means any and all of the following: Academy Stadium, Etihad Campus, North Gate, 400 Aston New Road, Manchester, M11 4TQ, the Etihad Stadium, Etihad Campus, Manchester, or such other stadium to which the Teams (or either one of them) or the Club relocates on a temporary or permanent basis;
- “Ground Regulations”** the ground regulations issued by the Club 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;
- “Match”** means any Premier League Match, UEFA Match, Cup Match or friendly Match played by either Team at the Ground;
- “Material”** means any audio, visual or audio-visual material or any information or data;
- “Official Guidelines”** means Government and/or Football Authority rules, regulations and guidelines;
- “Personal Assistant”** an individual who is responsible for a Disabled Supporter’s care;
- “Premier League Match”** means any match played by either Team in the U21 Premier League or the Premier Academy League;
- “Purchaser”** a person purchasing any number of Tickets;
- “Season”** 1 June 2021 to 31 May 2022 (or such later date if the Season is officially extended by the Football Authorities);
- “Social Bubble”** a social bubble is a group of people from the same household;
- “Support Bubble”** a support bubble is a one household already forming a Social Bubble plus, either one other adult who lives alone or, a single parent with children under 18, or a personal assistant/carer for a disabled supporter;
- “Team”** means the Man City Football Academy Squad and/or the Man City Elite Development Squad (together the **“Teams”**);
- “Ticket”** mobile (contactless), print at home ticket, and if made available by the Club, the printed paper 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 a Match taking place at the Ground during the Season;
- “Ticket Holder”** a registered holder of a Ticket;
- “UEFA Match”** means any match played by either Team in the Under 19 UEFA Youth League;



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- “Visiting Club”** the football club playing against the Club in the relevant Match; and
- “Website”** the Club’s website found at the URL www.mancity.com.