

Manchester City Women's Football Club

Hospitality Season Ticket 2023/24 Terms & Conditions

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1. Introduction

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

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

2. **Definitions and Interpretation**

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

"Address"	the addresses of Purchasers and Hospitality Season Ticket Members provided to MCWFC upon application for the purchase of Hospitality Season Tickets, or such other addresses as may be notified by Purchasers or Hospitality Season Ticket Members to MCWFC in accordance with condition 12 below;
"Cityzens"	Man City's official membership scheme and any replacement thereof during the Season;
"Conditions of Entry"	the rules and regulations of each of the Football Authorities, the Ground Regulations and any specific Covid-19 prevention measures implemented by MCWFC and/or relevant Football Authority (including but not limited to any supporter codes of conduct, or any Covid-19 code of conduct issued by the MCWFC from time to time);
"Cup Competition"	each of the FA Women's Cup, and the FA WSL Continental Cup;
"Cup Match"	any match in a Cup Competition in which MCWFC's first team squad participates during the Season;
"Cup Scheme"	the scheme by which Hospitality Season Ticket Members may supplement their Hospitality Season Ticket 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;
"Cup Scheme Hospitality Season Ticket Members"	eligible Hospitality Season Ticket Members who join a Cup Scheme(s);
"Disabled Supporter"	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;
"Etihad"	the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
"FA WSL"	the Football Association Women's Super League;
"Football Authority"	means the FA WSL, The Football Association Limited, FIFA, UEFA and any other relevant and properly constituted governing body or authority of any league or competition in which the MCWFC First Team shall participate;
"Ground"	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 (excluding for the avoidance of doubt, the Etihad);
"Ground Regulations"	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;
"Guest"	has the meaning specified in condition 6.2;

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"Home Matches"	any Match played at the Ground;
"Match or Matches"	any FA WSL or Cup Match played by the Team during the Season;
"Man City"	Manchester City Football Club Limited;
"MCWFC"	Manchester City Women's Football Club Limited;
"Official Guidelines"	UK Government and/or Football Authority rules, regulations and/or guidance;
"Personal Assistant"	an individual who is responsible for a Disabled Supporter's care;
"Purchaser"	a person purchasing any number of Hospitality Season Tickets;
"Renewals Window"	11 July 2023 – 10 July 2022;
"Season"	1 July 2023 to 18 th July 2023;
"Hospitality Season Ticket"	the entry materials issued to a Hospitality Season Ticket Member that are valid during the Season and which admit the Hospitality Season Ticket Member into the Ground at Matches that Hospitality Season Ticket Member 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);
"Hospitality Season Ticket Benefits"	in respect of each Hospitality Season Ticket, the benefits to which a Hospitality Season Ticket Member is automatically entitled as set out herein;
"Hospitality Season Ticket Member"	a holder of a Hospitality Season Ticket;
"Team"	MCWFC's first team; and
"Website"	the MCWFC website at mancity.com .

In each Part of these Hospitality Season Ticket T&Cs, references to clause(s) are references to clause(s) in that Part of the Season Ticket T&Cs unless otherwise stated.

A reference in these Hospitality Season Ticket T&CS to the words "include" or "including", shall be read as being followed by the words "without limitation". References to any legislation, are references to such legislation as may be updated, amended, superseded, replaced, or repealed from time to time.

3. MCWFC Hospitality Season Ticket Terms and Conditions

1. Purchase and Payment

- 1.1. Individuals who held a Hospitality Season Ticket for the 2022/23 Season shall (unless that Hospitality Season Ticket was withdrawn and/or cancelled and/or the Hospitality Season Ticket Member is subject to a stadium ban which extends beyond the first three Home Matches of the Season) have the option to renew their Hospitality Season Ticket for the forthcoming Season during the Renewals Window only. Existing Season Ticket Members will be emailed in advance of the Renewals Window with details of how to renew (which will also be available on the Website). Failure to renew within the Renewals Window by those Hospitality Season Ticket Members, will mean that your Hospitality Season Ticket will not renew for the following Season, and you will relinquish any rights in respect of your allocated seat.
- 1.2. Once the renewals process and relocation phase have been completed, a limited number of Hospitality Season Tickets may be made available on a first come first served basis, but MCWFC makes no guarantee that any additional tickets will be available at any time.
- 1.3. Hospitality Season Tickets 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 Season Tickets and/or using a Hospitality Season Ticket, you hereby warrant and represent that you (and any person you are buying a Hospitality Season Ticket for or who uses your Hospitality Season Ticket) are a supporter of MCWFC.
- 1.4. By applying to purchase one or a number of Hospitality Season Tickets, a Purchaser is making an offer to MCWFC. A contract for the supply of the Hospitality Season Ticket shall be created once MCWFC has issued a Hospitality Season Ticket to the Purchaser.
- 1.5. Hospitality Season Tickets may be purchased using any of the following purchase methods:
 - a. via the Website;
 - b. over the telephone by calling 0161 444 1894; or
 - c. in person at the ticket office at the Etihad.
- 1.6. MCWFC only accepts payment by:
 - a. valid credit card;
 - b. valid Visa debit card; or
 - c. valid Mastercard debit card.
- 1.7. The price payable for each Hospitality Season Ticket 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 Season Tickets at promotional prices or offer discounts for buying more than one Hospitality Season Ticket. 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.
- 1.8. Save where a Purchaser is paying for a Hospitality Season Ticket through a payment plan offered by MCWFC ("**Payment Plan**"), full payment of the relevant price is required at the point of sale.
- 1.9. 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 Season Ticket and/or refuse entry to the Ground to the relevant Purchaser and their guest;
 - b. restrict the Purchaser from renewing the Hospitality Season Ticket;

- c. charge the Purchaser an administration fee and/or a sum equal to any bank charges incurred by MCWFC as a result of the refused or dishonoured payment; and/or
 - d. 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.
- 1.10. 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 Season Ticket 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.
- 1.11. Once purchased or once a Payment Plan is underway, a Hospitality Season Ticket Member shall not be entitled to cancel their Hospitality Season Ticket and no refunds shall be given for any Matches unattended during the Season.
- 1.12. Hospitality Season Tickets may be made available at a discount to certain Man City Season Ticket members (e.g., Superbia Season Ticket members). In such circumstances, any such MCFC Season Ticket member shall be treated as a "Purchaser" for the purposes of these Hospitality Season Ticket T&Cs and any references to payment shall be construed as meaning payment in respect of the relevant Man City Season Ticket. Any cancellation of the Man City Season Ticket shall not give the Hospitality Season Ticket Member the right to a refund in respect of the cancellation of any Hospitality Season Ticket it receives free of charge.
- 1.13. 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 Season Ticket Member's identification and/or other information with regards the Purchaser's Hospitality Season Ticket purchase(s) and the Purchaser and/or Hospitality Season Ticket Member shall cooperate with MCWFC in connection with the same.

2. Dispatch of Hospitality Season Tickets

- 2.1. A Purchaser shall be issued with a Hospitality Season Ticket once their application to purchase a Hospitality Season Ticket 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 Season Tickets 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 Season Ticket Member for any non-delivery or late delivery of any Hospitality Season Ticket, ticket, documents, or other materials dispatched by MCWFC to the Purchaser and/or Hospitality Season Ticket Member resulting from the incomplete or inaccurate personal details or Addresses provided to MCWFC or due to computer error in transit.

3. Hospitality Season Ticket Benefits and Additional Benefits

- 3.1. Hospitality Season Ticket Members shall be entitled to:
- a. one Hospitality Season Ticket, which shall entitle the Hospitality Season Ticket Member to attend the Home Matches set out in condition 3.2 below;
 - b. free parking;
 - c. subject to availability, access to the hospitality seating
 - d. access for one (for the Hospitality Season Ticket Member only) to a hospitality facility and package as detailed at the point of purchase, subject to the Hospitality Season Ticket Member's reasonable use;
 - e. the option of (for the Hospitality Season Ticket Member only) complimentary non-alcoholic refreshments as supplied at MCWFC's absolute discretion at half-time during each Match and subject to the Hospitality Season Ticket Member's reasonable use;
 - f. one (for the Hospitality Season Ticket Member only) complimentary tea or coffee as supplied at MCWFC's absolute discretion for 30 minutes after each Match;
 - g. prize draws (open to both Season Ticket and Hospitality Season Ticket members) to win signed merchandise, match tickets and exclusive experiences (with the date and number of Season Ticket member prize draws to be entirely at the discretion of MCWFC);
 - h. access to the Cityzens Platform and the chance to win exclusive prizes and money-can't-buy experiences;
 - i. 10% off City Store purchases, online at shop.mancity.com and in-store at the Official Manchester City Store;
 - j. 10% off Stadium and Club Tours;
 - k. Any fixture that is to be played in the Etihad Stadium gives a Hospitality Season Ticket Member a guaranteed ticket (suite TBC).

known collectively as the "**Hospitality Season Ticket Benefits**".

- 3.2. During the Season, Hospitality Season Ticket Members will be entitled to attend FA WSL Home Matches with their Hospitality Season Ticket. In addition, Hospitality Season Ticket Members will be entitled to subscribe to a Cup Scheme (please see Section 4 for more information).
- 3.3. Each Hospitality Season Ticket 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). Nothing in these Hospitality Season Ticket T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Hospitality Season Ticket in any subsequent Season.
- 3.4. MCWFC reserves the right in its sole discretion to temporarily allocate to a Hospitality Season Ticket Member 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 Season Ticket Member's seat is located is closed for operational reasons, renovation, maintenance, repairs, or re-structure;
 - b. the visiting club is allocated part of the Ground in which the Hospitality Season Ticket Member's seat is located;
 - c. the relocation is necessary in order to comply with any requirements of any Football Authority in respect of any Match played at the Ground; and/or
 - d. MCWFC, the police or any other relevant authority (including any Football Authority) consider that a relocation is necessary in the interests of safety, public order, or crowd control.

- 3.5. For the avoidance of doubt, MCWFC shall not be required to provide Hospitality Season Ticket Members with travel or accommodation in respect of any of the Matches set out in this condition 3.
- 3.6. Holding a MCWFC Hospitality Season Ticket automatically grants the Hospitality Season Ticket Member Cityzens membership.
- 3.7. Purchasers will not be entitled to earn 'ticket points' on the purchase of MCWFC Hospitality Season Tickets or match tickets.

4. Disabled Supporters

- 4.1. MCWFC does not offer a concessionary rate for Disabled Supporters purchasing a Hospitality Season Ticket.
- 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/Season Ticket 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/Season Ticket is for a seat only and does not include any of the Hospitality Season Ticket 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/Season Ticket and pay the full prevailing rate to attend that particular fixture by calling 0161 444 1894.
- 4.6. Please note that stewards and members of staff may carry out checks on all Season Ticket/ticket members 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 Season Ticket and/or Personal Assistant Season Ticket 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 Season Ticket Member (where applicable) if the request is based upon a medical condition. The Hospitality Season Ticket Member 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 Season Tickets

- 5.1. MCWFC shall not be obliged to admit any Hospitality Season Ticket Member who forgets their Hospitality Season Ticket 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 Season Ticket which is lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Hospitality Season Ticket may be provided to the Hospitality Season Ticket Member 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 Season Ticket Member prior to the issue of each duplicate Hospitality Season Ticket. For the purposes of this condition, whether a Hospitality Season Ticket is damaged, defaced or destroyed will be determined by MCWFC acting in its sole discretion.

6. Transfer of Hospitality Season Ticket and Cessation of Rights

- 6.1. If a Purchaser purchases a Hospitality Season Ticket on behalf of another person, the purchase of the Hospitality Season Ticket 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 Season Ticket is being transferred;
 - c. the transfer to the person for whom the Hospitality Season Ticket is purchased must be free of charge or for a fee or benefit no greater in value than the face value of the Hospitality Season Ticket; and
 - d. such purchase must not breach condition 1.3 above.

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

- 6.2. Hospitality Season Tickets and Hospitality Season Ticket Benefits are for the use of the Hospitality Season Ticket Member only and are not transferable save that, if a Hospitality Season Ticket Member is unable to attend a Match that Hospitality Season Ticket Member may temporarily allow a person who is known to them (a "Guest") to use their Hospitality Season Ticket 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 1.3 above;
 - d. such transfer is not a transfer of a concessionary priced Hospitality Season Ticket to a Guest who does not meet the criteria of a concessionary priced Hospitality Season Ticket; and

- e. the Guest complies with all Official Guidelines and/or requirements implemented by MCWFC or any relevant Football Authority (and MCWFC reserves the right to suspend the right to transfer use of the Hospitality Season Ticket 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 Season Ticket Member of that ticket. It is the responsibility of the Hospitality Season Ticket Member who owns the Hospitality Season Ticket to inform the Guest that use of the Hospitality Season Ticket is subject to the Conditions of Entry. Subject to conditions 6.1 and 6.2 above, all rights with respect to a Hospitality Season Ticket are personal to the Hospitality Season Ticket Member and shall cease upon the death of the Hospitality Season Ticket Member. Any Hospitality Season Ticket 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 Season Ticket Member's death, to the Hospitality Season Ticket Member's estate/personal representative.

7. Amendments to the Hospitality Season Ticket

MCWFC reserves the right to re-brand or otherwise vary the Hospitality Season Ticket, or introduce any additional Hospitality Season Tickets, at any time provided that any such variation shall result in a Hospitality Season Ticket Member receiving the same or substantially similar benefits to those the Hospitality Season Ticket Member was entitled to receive prior to such variation. Hospitality Season Ticket Members may, at the sole discretion of MCWFC, be transferred to such additional or replacement Hospitality Season Tickets without prior notice provided always that the Hospitality Season Ticket Member shall be entitled to the same or substantially similar benefits under the new Hospitality Season Ticket as the Hospitality Season Ticket Member was under the Hospitality Season Ticket from which the Hospitality Season Ticket Member 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 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 Season Ticket Members 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. without prejudice to 8.1b. below, where a Match is rescheduled, Hospitality Season Ticket Members shall be entitled to attend any such re-arranged Match if they were entitled to attend the original fixture under their Hospitality Season Ticket;
 - b. where a Match is rescheduled from a Saturday to a Sunday (or vice versa) on the same weekend, the Season Ticket Member shall be entitled to attend the rescheduled Match. The Season Ticket Member will not be able to cancel, be refunded or otherwise change their Hospitality Season Ticket booking, without prior written approval from MCWFC, acting entirely in its own discretion on a case-by-case basis;
 - c. in the event that the Match is played behind closed doors and fans are not permitted to attend, the Hospitality Season Ticket Member shall, subject to condition 8.2 below, be entitled to request a pro-rata refund, dependent on the type of Hospitality Season Ticket held with MCWFC and when the Hospitality Season Ticket is purchased;

- d. in the event 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 Season Ticket Member 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 Season Ticket Member's eligibility to apply); or (ii) request a pro-rata refund in accordance with condition 8.2, dependent on the type of Hospitality Season Ticket held with MCWFC when and the Hospitality Season Ticket is purchased.
- 8.2. A refund pursuant to condition 8.1. or 8.3 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 Season Ticket Member. The final decision shall at all times belong to MCWFC.
- 8.3. If a Hospitality Season Ticket Member is no longer able to attend a Match or Event due to having tested positive for Covid-19 and/or any specific Covid-19 prevention measures implemented by MCWFC, any Football Authority and/or the UK Government, the Hospitality Season Ticket Member must contact MCWFC as soon as possible (and in any event at least 24-hours before the scheduled kick off of a Match they are due to attend). Where a Hospitality Ticket Member cannot attend for this reason and has provided sufficient notice to MCWFC along with any reasonably requested evidence, MCWFC will issue a pro-rata refund less any administration fees, into the bank account used to originally purchase the Hospitality Season Ticket.

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 Season Ticket T&Cs which is caused by circumstances outside of MCWFC's reasonable control;
 - b. compliance with the any rules and/or guidance provided by any Football Authority and/or the police or Match day safety staff;
 - c. the alteration of the dates and times of Matches;
 - d. the abandonment, postponement, or cancellation of Matches;
 - e. the requirement to play Matches behind closed doors;
 - f. events or matters outside of its control; and
 - g. 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 Season Ticket 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 Season Ticket must be presented.
- 10.2. Entry into the Ground is subject always to the Conditions of Entry. By purchasing and/or accepting and/or holding a Hospitality Season Ticket and/or using a Hospitality Season Ticket 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.
- 10.3. If a Hospitality Season Ticket Member 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 Season Ticket and must be accompanied by a Hospitality Season Ticket Member 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 Season Ticket Member himself/herself, be responsible for the Hospitality Season Ticket Member's actions, conduct and compliance with the Hospitality Season Ticket T&Cs and the Conditions of Entry.
- 10.4. Any person attempting to enter or having entered the Ground with a concessionary priced Hospitality Season Ticket or ticket where that person is not entitled to use a concessionary priced Hospitality Season Ticket or ticket will be ejected from, or refused entry to, the Ground and may have the Hospitality Season Ticket or ticket withdrawn and/or suspended at MCWFC's sole discretion, and no refund shall be given.
- 10.5. Without prejudice to condition 1.3 above, and in light of Hospitality Season Ticket Members being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including 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.
- 10.6. Hospitality Season Ticket Members 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 Season Ticket T&Cs. Any Hospitality Season Ticket Member 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 Season Ticket Member and promptly withdraw the Hospitality Season Ticket Member's Hospitality Season Ticket with no refund being given.
- 10.7. A Hospitality Season Ticket Member 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;
 - e. smoke in any part of the Ground (including the smoking of electronic cigarettes which is banned in the Ground) (the Club has a zero-tolerance policy in relation to this matter);
 - f. bring into the Ground any food, drink (including alcohol) or dangerous or illegal substances;
 - g. smoke in any part of the Ground;
 - h. enter the playing field at any point;
 - i. bring any golf umbrellas (or similar) into the Ground;
 - j. throw any object within the Ground that may cause injury or damage to people or property;
 - k. sit in any other seat other than allocated to them on their Ticket;
 - l. supply any misleading or incorrect information in any application;
 - m. bring into the Ground any luggage items larger than A4 size; or
 - n. fail or refuse to observe the lawful instructions of the Police and/or the Club (including its representatives e.g., stewarding staff).
- 10.8. Save as regards mobile telephones used for personal and private use only, Hospitality Season Ticket Members 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 relevant Football Authority 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 relevant Football Authority and/or the Club.
- 10.9. Only food and drink items purchased in the Ground from vendors authorised by MCWFC may be consumed in the Ground. Hospitality Season Ticket Members agree to abide by the Sporting Events (Control of Alcohol etc.) Act 1985.
- 10.10. Any person bringing prohibited items into the Ground may have such items confiscated.
- 10.11. MCWFC reserves the right, at its absolute discretion, to eject a Hospitality Season Ticket Member from the Ground, refuse a Hospitality Season Ticket Member entry to the Ground or suspend for a period of time determined by MCWFC/ withdraw indefinitely a Hospitality Season Ticket (including use of the Hospitality Season Ticket) if:
- a. the Hospitality Season Ticket Member (or any person in possession of the relevant Hospitality Season Ticket) breaches any of the Hospitality Season Ticket T&Cs or Conditions of Entry (or MCWFC has reasonable grounds to suspect such breach); or
 - b. the Hospitality Season Ticket Member is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world.
- 10.12. MCWFC will not be obliged to make any refund to any Purchaser or Hospitality Season Ticket Member in respect of any ejection from or refusal of entry to the Ground or in respect of any Hospitality Season Ticket which is suspended or withdrawn in accordance with condition 9.11.
- 10.13. In the event that a Hospitality Season Ticket is withdrawn or a Hospitality Season Ticket cancelled, MCWFC reserves the right to exclude the relevant Hospitality Season Ticket Member from applying for

any future Hospitality Season Ticket maintained or organised by MCWFC and or to disqualify the relevant Hospitality Season Ticket Member 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).

- 10.14. Hospitality Season Ticket Members 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.
- 10.15. All Hospitality Season Tickets will remain the property of MCWFC at all times and may be confiscated, cancelled or withdrawn by MCWFC in accordance with these Hospitality Season Ticket T&Cs at any time. Hospitality Season Tickets must be produced along with evidence of identity if required by any official, steward or employee of MCWFC or any police officer.
- 10.16. If requested, Purchasers and their Guests must submit to a search to gain entry to the Ground. A bag policy (available on the Website) is in operation at the Ground.

11. Hospitality Rules

- 11.1. Hospitality Season Ticket Members are responsible for the behaviour of their Guests and may have their Hospitality Season Ticket suspended or withdrawn if any of their Guests act in breach of this condition.
- 11.2. The Club shall have the right to charge a Purchaser for the actual cost of any repairs, cleaning, maintenance and/or replacement of facilities at the Ground resulting from any act or omission of the Purchaser and/or a Guest during the use of the Hospitality Season Tickets.
- 11.3. 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 Season Ticket 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 Season Ticket or match ticket.
- 11.4. Purchasers are prohibited from using Hospitality Season Tickets for promotional, advertising or marketing purposes unless expressly authorised in writing by MCWFC.

12. Car Parking

- 12.1. Any car parking provided in connection with a Hospitality Season Ticket is used by Hospitality Season Ticket Members and their Guests subject to the MCWFC Car Park T&Cs (available within the car park, on the Website or on request). MCWFC shall (subject to availability) generally only make available one car parking space for every Hospitality Season Ticket Member and their Guests.
- 12.2. Hospitality Season Ticket Members 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 on the day and by purchasing and using the car park, the Purchaser consents to MCWFC sharing their name and vehicle registration with third parties for such use.
- 12.3. Vehicles are parked at the car park at the driver/ owner's risk and MCWFC shall not be liable for any theft, loss or damage to any vehicle or its contents.

- 12.4. Car parking spaces are personal to Hospitality Season Ticket Members 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 Season Ticket Member to check that MCWFC holds the correct details for them/ their Guests and that the correct details appear on their Hospitality Season Ticket.
- 13.2. Hospitality Season Ticket Members should promptly notify MCWFC of any change of details (including changes to payment details, Addresses and/or contact details) by:
- using the online facility on the Website;
 - telephoning Man City and asking for 'Hospitality'; or
 - writing to Man City, for the attention of 'Hospitality', quoting the relevant Hospitality Season Ticket number.

Hospitality Season Ticket Members 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 Season Ticket 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, any relevant Football Authority and/or other football clubs as soon as it becomes aware that Hospitality Season Tickets or tickets are being or have been sold in contravention of this law.
- 14.2. If a Purchaser or Hospitality Season Ticket Member is convicted of a ticket touting offence anywhere in the world, or MCWFC reasonably suspects that a Purchaser or Hospitality Season Ticket Member has committed a ticket touting offence anywhere in the world, then:
- MCWFC may notify the Police and/or the Football Authorities who in turn may notify other clubs and/or the relevant law enforcement authorities. The information 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;
 - MCWFC shall make any such enquiries as MCWFC considers necessary; and/or
 - such conduct shall be deemed to be a serious breach of these Hospitality Season Ticket T&Cs by the Purchaser and/or Hospitality Season Ticket Member.

- 14.3. If a Hospitality Season Ticket Member 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 Season Ticket 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. In particular, the Club may share a Purchaser (and/or Guest's) personal data, including name,

date of birth, photograph, contact details and information about ticket purchases 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 Conditions of Entry and Club policies. The Club may also share 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.

- 15.2. All persons who enter the Ground using a Hospitality Season Ticket 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, any Football Authority or other third parties and use of a Hospitality Season Ticket to enter the Ground is consent to such use.
- 15.3. All Purchasers and their Guests agree that the Match(es) for which the Hospitality Season Ticket has 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 said Match/Event.

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 Season Ticket Member, (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 Season Ticket T&Cs and any documents referred to within these Hospitality Season Ticket T&Cs comprise the entire agreement between MCWFC and the Purchaser/Hospitality Season Ticket Member in relation to the purchase of a Hospitality Season Ticket and all ancillary benefits. For the avoidance of doubt, the purchase of all Match tickets unrelated to a Hospitality Season Ticket 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 Season Ticket T&Cs from time to time, provided that the amendments shall not result in any Hospitality Season Ticket Member receiving any less than the same or substantially similar benefits to those that the Hospitality Season Ticket Member was entitled to receive prior to such amendments in relation to the Season. Up to date versions of the Hospitality Season Ticket 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 Season Ticket T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Hospitality Season Ticket 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 Season Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.

20. Governing Law

These Hospitality Season Ticket T&Cs shall be governed by and interpreted in accordance with English law 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 Season Ticket T&Cs or otherwise liable to any Purchaser/Hospitality Season Ticket Member/Guest as a result of any delay or failure in the performance of its obligations under these Hospitality Season Ticket 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 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.

(d) Cup Scheme Terms and Conditions

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

1. Types of Cup Schemes

- 1.1. MCWFC operates the following two (2) Hospitality Cup Schemes:
- a. Women's FA Cup; and
 - b. the FA WSL Continental Cup.

2. Eligibility

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

3. Benefits

- 3.1. Hospitality Season Ticket Members who join a Cup Scheme shall:
- a. be entitled to receive a discounted rate compared to equivalent individual Cup Match Tickets, as communicated in advance on a match-by-match basis; 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 Season Ticket Member to MCWFC (which must be either credit or debit card payment details) and the Hospitality Season Ticket Member 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 Season Ticket Members 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 Season Ticket Member as a result of payment being collected in this way.
- 3.3. For the avoidance of doubt, Cup Scheme Hospitality Season Ticket Members 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 Season Ticket Member's Season Ticket 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 Season Ticket Member to keep MCWFC informed of any changes to that Cup Scheme Hospitality Season Ticket Member's payment details. If payment is declined for any reason (or if the Cup Scheme Hospitality Season Ticket Member otherwise indicates to MCWFC that the Cup Scheme Hospitality Season Ticket Member wishes to leave the Cup Scheme):
 - a. the Cup Scheme Hospitality Season Ticket Member will not be permitted entry to the relevant Match; and
 - b. that Cup Scheme Hospitality Season Ticket Member'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 Season Ticket Member 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 Season Ticket Member 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 Season Ticket Member be required to relocate for a Cup Match at the Ground in accordance with MCWFC Hospitality Season Ticket Terms and Conditions set out in Part 3, MCWFC will provide a period for Cup Scheme Hospitality Season Ticket Members to select alternative seats before seats are offered to Hospitality Season Ticket Members who have not joined the relevant Cup Scheme. This period will be determined by MCWFC and notified to the Cup Scheme Hospitality Season Ticket Members affected. The Hospitality Season Ticket will be activated but the Hospitality Season Ticket Member must sit in the relocated seat, which will have been advised at point of sale. MCWFC reserves the right to resell the Hospitality Season Ticket Member's original seat if it is made available again for the Match. The Hospitality Season Ticket Member is not entitled to be notified of this and the supporter who has purchased the Hospitality Season Ticket Member's original seat is entitled to sit there.
- 4.6. If an Away Match is relocated to the Ground for any reason (including safety reasons) but is deemed to be an Away Match for the purposes of the relevant Cup Competition, the Cup Scheme Hospitality Season Ticket Member will not be automatically entitled to a ticket for that Match and such tickets must be purchased separately by the Cup Scheme Hospitality Season Ticket Member.