Season Ticket 2023/24 Terms & Conditions

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Contents and Application

A holder of a Manchester City Women's Football Club Season Ticket is subject to the following terms and conditions (together the "Season Ticket T&Cs") to the extent they apply:

| Terms and Conditions | Do they apply to you? | Relevant Section of these Season Ticket T&Cs |
|---|---|--|
| General Terms and Conditions ("General T&Cs") | All Season Ticket Members | Part 1 |
| Season Ticket Benefits | All Season Ticket Members | Part 2 |
| Cup Scheme Terms and Conditions ("Cup T&Cs") | If you have elected to join the Cup Scheme | Part 3 |
| Direct Debit Terms and Conditions ("Direct Debit T&Cs") | If you have elected to join the Direct Debit Scheme | Part 4 |
| Ticket Exchange Terms and Conditions ("Ticket Exchange T&Cs") | If you wish to sell tickets via MCWFC's Ticket Exchange | Part 5 |

Before purchasing a Season Ticket, please ensure that you have read the sections of these Season Ticket T&Cs which are applicable to you carefully. By purchasing a Season Ticket, you acknowledge that you have read, understood, and agree to be bound by the Season Ticket T&Cs.

In each Part of these 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 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 References to any legislation, are references to such legislation as may be updated, amended, superseded, replaced, or repealed from time to time.

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Part 1: General Terms and Conditions

1. **Definitions and Interpretation**

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

"City Family Group" a group of supporters who are linked as friends and family members on a

supporter account;

"Cityzens" Man City's official membership scheme and any replacement thereof during

the Season;

"Cityzens Matchday Membership" a 12-month rolling Cityzens add-on product offering a range of matchday and

retail benefits (such scheme is distinct from the Cityzens Free Registration and

Cityzens Box Membership scheme);

"Concession" a reduced rate Season Ticket available to a Season Ticket Member who falls

into one of the concessionary categories set out in clause 3.1 (and

"Concessionary" shall be construed accordingly);

"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

MCWFC time to time);

"Cup Competition" each of the (i) Women's FA Cup, and (ii) the FA Women's League Cup;

"Cup Match" any home match in a Cup Competition in which MCWFC's First Team

participates during the Season;

"Cup Scheme" the scheme by which Season Ticket Members may supplement their Season

Ticket Benefits to include entitlement to attendance at Cup Matches at the

Ground, as further described in the Cup T&Cs at Part 3;

"Cup Scheme Season Ticket Members" eligible Season Ticket Members who join the Cup Scheme;

"Direct Debit Scheme" the scheme by which eligible Season Ticket Members may finance their

Season Ticket, as further described in the Direct Debit Schemes Terms &

Conditions at Part 4;

"FA WSL" the Football Association Women's Super League;

"Football Authority" the Football Association Limited, FIFA, UEFA and any 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;

"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

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Ground, a copy of which is available on the Website;

"Home Matches" any Match played at the Ground;

"Match or Matches" any match played by the Team during the Season;

"Man City" Manchester City Football Club Limited;

"Etihad" the ground at which the Man City men's first team play its home matches, for

the time being, the Etihad Stadium, Etihad Campus, Manchester M11 3FF;

"MCWFC" Manchester City Women's Football Club Limited;

"Official Guidelines" UK Government and/or Football Authority rules, regulations and/or

guidance;

"Purchaser" a person purchasing any number of Season Tickets;

"Renewal Window" the period of time stipulated by MCWFC on the Website and communicated

via email during which 2022/23 Season Ticket Members (who have not cancelled their Season Ticket during the 2022/23 Season) may renew their

Season Tickets;

"Season" 1 July2023 to 30 June 2024;

"Season Ticket Benefits" in respect of each Season Ticket, the benefits to which a Season Ticket

Member of that Season Ticket is entitled as set out in Part 2;

"Season Ticket" the mobile ticket, electronic card, or other product such as a print at home

or printed ticket on the exceptional circumstances where a mobile ticket cannot be used or electronic card cannot be reprinted (and any replacement thereof) issued to each Season Ticket Member in respect of the Season which, amongst other things, admits the Season Ticket Member into the Ground at Matches which form part of such Season Ticket Member's Season

Ticket Benefits;

"Season Ticket Member" a registered holder of a Season Ticket;

"Team" the MCWFC's first team squad;

"Ticket Ballot" means the opportunity to enter a ticket ballot within a defined window, for

the random allocation of Match tickets;

"Ticket Exchange" the MCWFC's authorised ticket resale facility (if any);

"Website" the MCWFC website at www.mancity.com.

2. Types of Season Ticket and Availability

- 2.1. MCWFC currently has one category of general admission Season Ticket. Details of the benefits associated with each Season Ticket are detailed in Part 2 of these Season Ticket T&Cs.
- 2.2. MCWFC reserves the right to re-brand or otherwise vary the Season Ticket or introduce any additional types or categories of Season Tickets, at any time if any such variation shall result in a Season Ticket

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Member receiving the same or substantially similar benefits to those the Season Ticket Member was entitled to receive prior to such variation. Season Ticket Members may, at the sole discretion of MCWFC, be transferred to such additional or replacement Season Tickets without prior notice provided always that the Season Ticket Member shall be entitled to the same or substantially similar benefits under the new Season Ticket as he/she/they were entitled to under the original Season Ticket.

2.3. Season Tickets may be made available free of charge to certain Man City Season Ticket members who request them (e.g., Superbia Season Ticket members). In such circumstances, any such Man City Season Ticket member shall be treated as a "Purchaser" for the purposes of these 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 Season Ticket Member the right to a refund in respect of the cancellation of any Season Ticket it receives free of charge.

3. <u>Concessionary Rates and Additional Terms applicable to Children</u>

- 3.1. Concessionary Season Tickets are available as follows:
 - Under 16: Season Tickets may only be used by persons who will be aged 15 or under as at the Relevant Date;
 - 16 21: Season Tickets may only be used by persons who will be aged between 16 and 21 as at the Relevant Date; and
 - Aged 65+: Season Tickets may only be used by persons who will be aged 65 or over as at the Relevant Date.

For the purposes of this clause 3.1, "Relevant Date" means the later of (i) 1 September 2023 and (ii) the date on which the Season Ticket is purchased.

- 3.2. Any person entering (or seeking to enter) the Ground with a Concessionary Season Ticket in circumstances where such person is not entitled to such Concession will be refused entry to or be ejected from the Ground and will have the Season Ticket withdrawn and no refund will be given.
- 3.3. Where the Concessionary rate relates to a particular age band of supporter, proof of age must be provided upon request by MCFC.
- 3.4. If a Concessionary Season Ticket Member falls outside the criteria applicable during the Season (e.g., an Under 16 Season Ticket Member turns 17) his/her Concessionary Season Ticket will remain valid for the duration of the Season. However, any additional tickets for Matches that are purchased via the Cup Scheme or otherwise will be charged at the applicable rate for the individual's age at the time of purchase (e.g., a16-year-old will be charged the full adult rate). Equally, if a non-Concessionary Season Ticket Member turns 65 during the Season, he/she will not be entitled to change his/her existing Season Ticket to a Concessionary Season Ticket (other than as part of the renewals process for the following Season), however any additional tickets for Matches that are purchased via the Cup Scheme or otherwise will be charged at the applicable Concessionary rate.
- 3.5. The following additional provisions apply in respect of the following categories:
 - a. children under the age of 4 may enter the Ground for free without a Season Ticket if accompanied by an adult aged 18 or over but will not be allocated their own seat unless an Under 16 Season Ticket is purchased;
 - b. children aged 13 or under cannot enter the Ground unless accompanied by an adult (aged 18 or over);
 - A Season Ticket purchased in respect of an individual aged 13 or under may only be purchased in conjunction with the purchase of a Season Ticket allocated to an individual aged 18 or over in seats directly next to each other;

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- d. Parent(s) and/or legal guardian(s) shall, in addition to the Season Ticket Member himself/herself/themself, be responsible for the actions, conduct and compliance with the Season Ticket T&Cs and the Conditions of Entry of a Season Ticket Member who is age 13 or under.
- 3.6. **Disabled Supporters:** Disabled supporters who can provide MCWFC with proof of eligibility shall be entitled to purchase a Season Ticket at a concessionary rate ("**Disabled Supporter**"). MCWFC will also permit a Disabled Supporter who is an adult Season Ticket Member to bring a personal assistant (who must be 18 or over) free of charge where that person would otherwise find it (and provides medical evidence in support of this), unreasonably difficult or impossible to access the Ground or make use of the services offered. In determining whether a supporter is a Disabled Supporter, MCWFC will take account of whether the time, inconvenience, effort, discomfort, anxiety, or loss of dignity entailed in using the services would be considered unreasonable by other people if they had to endure similar difficulties. MCWFC has a limited number of allocated spaces available within the Ground for Disabled Supporters. Full details of our Access Information for disabled supporters can be found here: www.mancity.com/ticket-information/terms-and-conditions. In offering these services, MCWFC has considered its duties to make reasonable adjustments pursuant to the Equality Act 2010.

4. Purchase and Payment and Renewals

- 4.1. 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 Season Tickets and / or using a Season Ticket, you hereby warrant and represent that you (and any person you are buying a Season Ticket for or who uses your Season Ticket) are a supporter of MCWFC.
- 4.2. By applying to purchase one or a number of Season Tickets, a Purchaser is making an offer to MCWFC. A contract for the supply of the Season Ticket shall be created once MCWFC has issued a Season Ticket to the Purchaser (or in the case of renewal, MCWFC confirms that the Season Ticket has been renewed).
- 4.3. The sale / renewal of each Season Ticket is subject to the Purchaser providing MCWFC with payment of the relevant price:
 - (a) in full at the time of purchase; or
 - (b) where a Purchaser meets the qualifying criteria, in instalments via the Direct Debit Scheme (the eligibility requirements and other terms of which are set out in the Direct Debit T&Cs in Part 4). Subscription to the Direct Debit Scheme means the Season Ticket Member's 2023/24 Season Ticket will automatically be renewed for the following Season unless the Season Ticket Member cancels the auto-renewal.
- 4.4. The price payable for each Season Ticket shall be as set out on the Website or as otherwise notified by MCWFC from time to time. Booking fees may apply. Unless expressly stated otherwise, all prices are inclusive of VAT. We may from time to time offer Season Tickets at promotional prices or offer discounts for buying more than one 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.
- 4.5. MCWFC always tries to ensure that pricing and ticketing information provided by MCWFC is correct, but errors may occur. Upon MCWFC becoming aware of any pricing or product description error in relation to a 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. The Purchaser will then have 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 pursuant to this clause 4.5, MCWFC

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will provide a full refund to the Purchaser using the payment details provided (less any booking fees incurred). It is the Purchaser's responsibility to ensure that MCWFC has the correct payment details.

- 4.6. Once purchased/renewed or once the Direct Debit Scheme is underway, a Season Ticket Member shall not be entitled to cancel their Season Ticket and no refunds shall be given for any Matches unattended during the Season.
- 4.7. 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 Season Ticket Member's identification and/or other information with regards the Purchaser's Season Ticket purchase(s) and the Purchaser and/or Season Ticket Member shall cooperate with MCWFC in connection with the same.
- 4.8. Individuals who purchase a Season Ticket for the 2023/24 Season shall (unless that Season Ticket was withdrawn and/or cancelled and/or the Season Ticket Member is subject to a stadium ban) have the option to renew their Season Ticket for the next Season. Failure to contact MCWFC during the Renewal Window will mean that your Season Ticket will not renew for the following Season and you will relinquish any rights in respect of your allocated seat. Season Tickets of 2023/24 Season Ticket Members who opted to join the Direct Debit Scheme for this Season will automatically be renewed unless cancelled in accordance with the provisions of Direct Debit T&Cs in Part 4 of the Season Ticket T&Cs.
- 4.9. Season Ticket Members must (as a minimum) either:
 - (a) personally attend 6 Women's Super League Matches; or
 - (b) list their Season Ticket on the Ticket Exchange, for 6 Women's Super League Matches (subject to availability, and in accordance with the Ticket Exchange T&Cs); or
 - (c) transfer their Season Ticket, for 6 Women's Super League Matches, to a member of their City Family Group.

For the avoidance of doubt, a combination of 4.9(a), (b) and/or (c) is permitted in compliance with this clause (for example only, a member may personally attend 4 Women's Super League Matches and list their Season Ticket on the Ticket Exchange for 2 Women's Super League Matches).

5. Changes to the Order

- 5.1. Once purchased, a Season Ticket Member shall not be entitled to cancel or downgrade their Season Ticket and no refunds shall be given for any Matches unattended during the Season. Upgrades will only be permitted in the sole and absolute discretion of MCWFC and shall be subject to availability.
- 5.2. MCWFC is unable to give any guarantees that any particular Match will take place at a particular time or on a particular date or that there will not be further restrictions imposed on entry to the Ground and/or 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 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. where a Match is rescheduled, the Season Ticket Member shall be entitled to: (i) attend the rescheduled Match; or (ii) transfer their Season Ticket to a member of their City Family Group in respect of the rescheduled Match; or (iii) place their ticket on the Ticket Exchange in accordance with the Ticket Exchange T&Cs in Section 5 (if available);

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- b. in the event that the Match is played behind closed doors and fans are not permitted to attend, the Season Ticket Member shall, subject to clause 5.3, be entitled to request a refund, calculated on a pro-rata basis; and
- c. in the event the Official Guidelines change and as a result MCWFC needs to reduce the number of tickets available for a particular Match, MCWFC will seek to offer a Ticket Ballot for the Match and the Season Ticket Member shall be entitled to: (i) enter for an opportunity to purchase a ticket through s Ticket Ballot (subject to availability, meeting the stipulated sales criteria and applicable Ticket Ballot terms and conditions). Due to limited availability in this scenario, MCWFC may elect to implement specific sales criteria which may limit the Season Ticket Member's eligibility to apply); or (ii) request a refund in accordance with clause 5.1(b) above.
- 5.3. A refund pursuant to clause 5.2 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 Season Ticket Member. The final decision shall at all times belong to MCWFC.

6. Dispatch of Season Tickets

- 6.1. Season Tickets will not be posted for the 2023/24 Season. Season Ticket purchasers can opt in to either print at home or download a mobile (contactless) Season Ticket. In order to use a Season Ticket, a Purchaser will be required to either print the Season Ticket at home or ensure they have the required digital device to show the Season Ticket upon entry to the stadium.
- 6.2. A Purchaser shall be issued with a Season Ticket / their existing Season Ticket will be renewed (as applicable) once their application to purchase a Season Ticket has been accepted, and either (i) full cleared payment has been received by MCWFC or (ii) the Purchaser has been accepted via the Direct Debit Scheme for the Season Ticket for which they have applied (as applicable).
- 6.3. If notified by MCWFC, the Purchaser and/or the Season Ticket Member may be required to collect their Season Ticket in person at the ticket office at the Etihad in order to enable MCWFC to verify their identification or other details regarding the Purchaser's order.
- 6.4. MCWFC shall not have any liability to any Purchaser or Season Ticket Member for any non-delivery or late delivery of any Season Ticket, ticket, documents, or other materials dispatched by MCWFC to the Purchaser and/or Season Ticket Member resulting from incomplete or inaccurate personal details or addresses provided to MCWFC, nor any Season Ticket, documents, or other materials lost, delayed or corrupted, or due to any computer error in transit. Should any items purchased not arrive three (3) days before the first Match of the Season, the Purchaser should contact MCWFC immediately.

7. <u>Use of Season Ticket: Transfer of Season Ticket and Cessation of Rights</u>

7.1. Save as permitted in clauses 7.2 and 7.3, each Season Ticket (and all associated rights and benefits) is issued for the sole use of, and is personal to, the Season Ticket Member and neither the Purchaser nor any Season Ticket Member shall sell, assign, or transfer their Season Ticket (or any Season Ticket Benefits) to any other person without the prior written consent of MCWFC. The reference to selling a Season Ticket shall include selling all or any of the rights associated with the Season Ticket (e.g., rights in respect of individual Matches) and includes: (i) offering to sell a Season Ticket (or any Season Ticket Benefits) (including, without limitation, via any online auction website); (ii) exposing a Season Ticket (or any Season Ticket Benefits) for sale; (iii) making a Season Ticket (or any Season Ticket Benefits) available for sale by another; and/or (iv) advertising that a Season Ticket (or any Season Ticket Benefits) is available for purchase. For the avoidance of doubt (and by way of example only) a Season Ticket (or any Season Ticket Benefits) may not be offered as a prize in any promotion, prize draw or competition; transferred, lent or sold to any third party as part of a hospitality or travel package; given to a third party who agrees to buy

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some other goods or services; or used for any other commercial purpose (all save as expressly authorised by any Football Authority or MCWFC as applicable).

- 7.2. A Season Ticket may be used by/ transferred to another individual in the following circumstances (and in accordance with https://www.mancity.com/mobiletickets/ticket-transfer/ticket-transfer-guide):
 - a. if a Season Ticket Member is unable to attend a Match, that Season Ticket Member may temporarily allow a person in the same City Family Group via his/her/their online account to use their Season Ticket to allow that individual to attend such Match,

subject to the following conditions:

- (i) compliance with Official Guidelines or Covid-19 specific requirements implemented by MCWFC or any relevant Football Authority (and MCWFC reserves the right to suspend the right to transfer use of their Season Ticket if any transfer would be in breach of Official Guidelines);
- (ii) such purchase/ transfer must not be made in the course of business, for any commercial purpose or to facilitate any third party's business;
- (iii) the transfer must be free of charge and if a concessionary priced Season Ticket is transferred to an individual who would not benefit from such concession, such transfer will only be permitted on payment to MCWFC of a relevant upgrade price;
- (iv) such purchase/ transfer must not breach clauses 3.1, 4.1 or 7.1 above; and
- (v) the Season Ticket Member/ Guest (as applicable) shall adhere to and be bound by these Season Ticket T&Cs and the Conditions of Entry which (save for any rights to transfer under this clause 7.2) apply to and bind each Season Ticket Member/ Guest (as applicable) as if he/she/they were the original purchaser and intended user of that Season Ticket (and any obligations/ restrictions in these Season Ticket T&Cs which are stated as applying to the Season Ticket Member shall be construed as applying equally to any Guest in relation to any Match which the Guest attends or attempts to attend). It is the responsibility of the Purchaser to inform the Season Ticket Members and any Guests of these requirements.
- 7.3. To the extent MCWFC is operating a Ticket Exchange in respect of the relevant Match, a permitted transfer of a Season Ticket in respect of an individual Match only may also be made via MCWFC's official Ticket Exchange in accordance with the Ticket Exchange T&Cs at Part 5 (it being acknowledged that MCWFC may have to implement Covid-19 specific requirements that may impact on its ability to offer the Ticket Exchange).
- 7.4. In circumstances where a Season Ticket Member passes away, the Season Ticket may be retained in the family on the basis that the Season Ticket is transferred to a named family member and the following information is provided: (i) a copy of the death certificate; (ii) proof of family relationship; (iii) the name, supporter number, address and contact details (email and contact telephone number) of the deceased supporter; (iv) the name, any existing supporter number, address, contact details (email and contact telephone number) and date of birth of the family member to which the Season Ticket is to be transferred; and (v) if requested, photo ID. A permanent transfer/ name change cannot be made in any other circumstances as this would undermine the MCWFC's Cityzens Matchday Membership scheme (which includes priority access to purchase Season Tickets). MCWFC may, at its absolute discretion, consider a refund in respect of any Matches unattended at the time of the Season Ticket Member's death, to the Season Ticket Member's estate / personal representative.

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- 7.5. The unauthorised sale or disposal of a 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.
- 7.6. If a Purchaser or Season Ticket Member is convicted of a ticket touting offence anywhere in the world, or MCWFC reasonably suspects that a Purchaser or Season Ticket Member has committed a ticket touting offence anywhere in the world, then:
 - a. 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;
 - b. MCWFC shall make any such enquiries as MCWFC considers necessary; and/or
 - c. such conduct shall be deemed to be a serious breach of these Season Ticket T&Cs by the Purchaser and/or Season Ticket Member.
- 7.7. If a 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.
- 7.8. All Season Tickets will remain the property of MCWFC at all times and may be confiscated, cancelled or withdrawn by MCWFC in accordance with these Season Ticket T&Cs at any time. Season Tickets must be produced along with evidence of identity if required by any official, steward or employee of MCWFC or any police officer. If the Purchaser fails to return a Season Ticket when required, it shall be deemed to be a breach of these Season Ticket T&Cs and, for the avoidance of doubt, the provisions of clause will 12 apply.

11. Entry into the Ground and Behaviour

- 11.1. In order to gain admission to the Ground, a valid Season Ticket must be presented. Season Tickets must be produced along with evidence of identity, age and/or address if required at any time by any official, steward or employee of MCWFC or any police officer.
- 11.2. Entry into the Ground is subject always to:
 - a. the Conditions of Entry, including the Ground Regulations; and
 - b. if applicable, any COVID-19 (or other health/pandemic/epidemic) specific requirements implemented by MCWFC having been met to MCWFC's satisfaction (e.g., health questionnaire, temperature check).
- 11.3. By purchasing and/or accepting and/or holding a Season Ticket and/or using a Season Ticket you:
 - a. certify that you have read, understood, and accepted these Season Ticket T&Cs and the Conditions of Entry (including the Ground Regulations);
 - b. agree to be bound by and to comply with these Season Ticket T&Cs and the Conditions of Entry (including the Ground Regulations); and
 - c. agree to bring to the attention of others, as required above, these Season Ticket T&Cs and the Conditions of Entry (including the Ground Regulations).
- 11.4. If a 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 Season Ticket and must be accompanied by a 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 Season Ticket Member himself / herself, be responsible for the Season Ticket Member's actions, conduct and compliance with the Season Ticket T&Cs and the Conditions of Entry.

- 11.5. A Season Ticket permits the member to occupy the seat indicated on the Season Ticket at the relevant Match, or such other alternative seat of equivalent value as MCWFC may, from time to time, allocate at its reasonable discretion (in accordance with clause 8.6 below). Nothing in these Season Ticket T&Cs shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent Season.
- 11.6. MCWFC reserves the right in its sole discretion to temporarily allocate to a 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 Season Ticket Member's seat is located is closed for operational reasons, maintenance, repairs, or re-structure;
 - (b) the visiting club is allocated part of the Ground in which the Season Ticket Member's seat is located;
 - (c) the relocation is necessary to comply with any requirements of any Football Authority in respect of any Match played at the Ground;
 - (d) it is deemed necessary to ensure compliance with Official Guidelines or to comply with any other measures which MCWFC considers necessary or prudent to minimise the risk of transmission of COVID-19 or any other infectious disease; and/or
 - (e) MCWFC, the police or any other relevant authority (including any Football Authority) consider that a relocation is necessary in the interests of safety, public order or crowd control.
- 11.7. Season Ticket Members 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.
- 11.8. 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 Season Ticket T&Cs. Any 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 will face ejection, arrest and prosecution by the police and a banning order by MCWFC (and/or any other clubs or authorities). Where police are not in attendance at the relevant Match, MCWFC reserves the right to refer the incident to the police (or other relevant authorities) and provide all such details as necessary in relation to the incident, the Season Ticket Member, Purchaser and/or Guest.

11.9. A Season Ticket Member shall:

- (a) not bring into the Ground any food or drink items. Only food and drink items purchased (subject to operation and availability) in the Ground from vendors authorised by MCWFC may be consumed in the Ground;
- (b) not seek to enter the Ground where to do so would be non-compliance with MCWFC's COVID-19 prevention measures;
- (c) not, other than official Man City/MCWFC merchandise, and/or other football-related clothing worn in good faith, bring into, use, or display within the Ground any sponsorship, promotional or marketing materials;
- (d) 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 (for example, fanzines) in any format which do not infringe clause 6.10 where both the content and the publication are lawful in all respects and do not in MCWFC's reasonable opinion constitute a threat to public order;

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- (e) adhere to any relevant dress code in place at the Ground. Season Ticket Members who do not, in the reasonable opinion of MCWFC, comply with the relevant dress code will not be admitted to the Ground;
- (f) not attempt to gain access to the Ground (or where applicable home areas) wearing or carrying apparel (including hats and/or scarves) that demonstrates support for a team other than MCWFC. Any such attempt may result in admission being refused or the relevant individual being ejected from the Ground;
- (g) not bring any golf umbrellas (or any other similar large umbrellas) into the Ground. Any such equipment may be confiscated by MCWFC;
- (h) comply with any size restrictions with regards bags brought into the Ground as may be communicated by MCWFC from time to time;
- (i) submit any bags or items brought to the Ground for such security searches as may be required by MCWFC.A bag policy (available on the Website) is in operation at the Ground; and
- (j) comply with any request in respect of security searches of the person as may be required by MCWFC
- 11.10. Save as regards mobile telephones used for personal and private use only, Season Ticket Members must 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.
- 11.11. MCWFC reserves the right to refuse entry to/eject any person from the Ground and/or impose a ban on any person who (in MCWFC's reasonable opinion) attempts to undertake any action in contravention of this clause 8 and to withdraw/suspend the individuals Season Ticket at MCWFC's sole discretion (and no refund will be given).
- 11.12. Any person bringing prohibited items into the Ground may have such items confiscated.

12. Lost, stolen and damaged Season Tickets and tickets

12.1. MCWFC is not responsible for and shall not be obligated to admit entry to a Season Ticket Member in respect of, any Season Ticket or ticket which is lost, stolen, forgotten, damaged, defaced, or destroyed. A duplicate of any such Season Ticket or ticket may be provided to the Season Ticket Member at MCWFC's absolute discretion. Whether a Season Ticket is damaged, defaced or destroyed will be determined by MCWFC acting in its sole discretion and such discretion may be exercised on the attempted entry to any Match, resulting in the refusal of admittance to such Match (without refund). It is each Season Ticket Member's responsibility to ensure his/her/their Season Ticket remains in good condition.

13. Cancellation and Withdrawal of a Season Ticket / Ejection From or Refusal of Entry to the Ground

- 13.1. Without prejudice to any other rights or remedies that MCWFC may have, MCWFC reserves the right, at its absolute discretion, to:
 - eject a Season Ticket Member from the Ground or refuse them entry to and/or ban them from the Ground and/or wider campus (including without limitation the Etihad);
 - b. suspend for a period determined by MCWFC, withdraw indefinitely, or cancel a Season Ticket (including, without limitation, use of the Season Ticket and all other Season Ticket Benefits);

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- exclude (indefinitely or for a period determined by MCWFC) a Purchaser / Season Ticket Member /
 Guest from using and/or applying to purchase any future Season Ticket or ticket (including any associated benefits);
- d. provide the police and any other relevant Football Authorities and/or any other football clubs with relevant information,

in any of the following circumstances:

- the Season Ticket Member (or any person in possession of the relevant Season Ticket or ticket)
 breaches any of the Season Ticket T&Cs or the Conditions of Entry (or MCWFC has reasonable grounds to suspect such breach); or
- (ii) MCWFC reasonably suspects that entry into the Ground by the Season Ticket Member (or any person in possession of the Season Ticket Member's Season Ticket) will result in a breach of these Season Ticket T&Cs, Conditions of Entry or the terms and conditions of any other MCWFC related scheme; or
- (iii) MCWFC reasonably suspects that a Season Ticket Member's Season Ticket has been offered for re-sale, re-sold, or transferred in contravention of these Season Ticket T&Cs;
- (iv) the Purchaser / and/or Season Ticket Member is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world or is the subject of football related criminal or civil proceedings; or
- (v) the Season Ticket Member (or any person in possession of the relevant Season Ticket or ticket) engages in any abusive, dangerous, or other unacceptable behaviour (including but not limited to the behaviour listed in clause 8.8 and the prohibited behaviour listed in the Ground Regulations) in or around the Ground or any other sporting venue anywhere in the world.
- 13.2. Without prejudice to the general nature of clause 10.1, the following actions shall constitute a non-exhaustive list of conduct which shall constitute a serious breach of the Season Ticket T&Cs and the Conditions of Entry and shall enable MCWFC to exercise its rights as described in clause 10.1 above:
- a. smoking in designated non-smoking areas (including the smoking of electronic cigarettes which is banned in the Ground);
- b. being (or appearing to be) intoxicated;
- c. persistent standing in seated areas whilst the Match is in progress;
- d. the deliberate misuse of a Season Ticket (including but not limited to the use of a Season Ticket described in clause 7.1);
- e. any misrepresentation in relation to clause 4.1, above;
- f. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
- g. the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;
- h. the use of foul, obscene, abusive and/or racist language and/or gestures;
- i. the chanting of anything of an indecent or racist nature;
- j. fighting, or engaging in and/or inciting violence;
- 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;
- I. 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. undertaking (or attempting to undertake) any action in breach of clauses 8.8 8.10 above;
- o. any failure or refusal to observe the lawful instructions of the police or MCWFC (including its representatives e.g., stewarding staff);

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- failure or refusal to observe any COVID-19 prevention measures as may be in place, including any breach of any specific COVID-19 prevention measures implemented by MCWFC and/or relevant Football Authority; and
- q. any failure to pay or default of payment in respect of any sums owing to MCWFC (or any third party) in respect of any Season Ticket.
- 13.3. MCWFC will not be obliged to make any refund to any Purchaser or Season Ticket Member in respect of any ejection from or refusal of entry to the Ground or in respect of any Season Ticket which is suspended or withdrawn pursuant to this clause 10.
- 13.4. In the event that a Season Ticket is withdrawn or a Season Ticket cancelled, MCWFC reserves the right to exclude the relevant Season Ticket Member from applying for any future Season Ticket maintained or organised by MCWFC and or to disqualify the relevant 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).

14. Change of Details

- 14.1. It is the responsibility of the Season Ticket Member to check that MCWFC holds the correct details for them/ their Guests and that the correct details appear on their Season Ticket.
- 14.2. Season Ticket Members should promptly notify MCWFC of any change of details (including, without limitation, changes to payment details, addresses and / or contact details) by:
 - a. using the online facility on the Website;
 - b. telephoning MCWFC on 0161 444 1894;
 - c. visiting Man City ticket office at the Etihad in person; or
 - d. writing to MCWFC, for the attention of 'Fan Services', quoting the relevant Season Ticket number.
- 14.3. 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 clause.

15. **Exclusion of Liability**

- 15.1. Subject to clause 12.3, MCWFC expressly excludes all liability resulting from:
 - a. any failure or delay by MCWFC in carrying out any of its obligations under these Season Ticket T&Cs which is caused by circumstances outside of MCWFC's reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, inevitable accidents, supervening legislation, compliance with law or regulation or any other circumstances amounting to force majeure;
 - b. the alteration of the dates and times of Matches;
 - c. the abandonment, postponement, or cancellation of Matches;
 - d. the requirement to play Matches behind closed doors; and
 - e. restrictions to the view of the Match caused by virtue of the actions of other spectators.
- 15.2. Subject to clause 12.3, MCWFC shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 15.3. For the avoidance of doubt, nothing in these Season Ticket T&Cs shall exclude or limit MCWFC's liability for:

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- 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.

16. **Data Protection**

- 16.1. Each Purchaser and Season Ticket Member acknowledges and agrees that MCWFC will hold and process data relating to them which may include personal data. For administrative, security and legal purposes. The personal data provided to MCWFC in the purchase of a Season Ticket or ticket shall be collected, processed, stored, transferred and used by MCWFC in accordance with the Data Protection Act 2018 (implementing the General Data Protection Regulation (EU) 2016/679)) and MCWFC's Privacy Policy (available on the Website at 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, MCWFC may share Season Ticket Member's personal data, including name, date of birth, photograph, contact details and information about ticket purchases (including payment details) with other football clubs, aby 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. MCWFC 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. For more information on how MCWFC processes and shares personal data, please consult MCWFC's Privacy Policy.
- 16.2. All persons who enter the Ground using a Season Ticket acknowledge that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used by way of example and without limitation in televised coverage of Matches and/or for promotional, editorial or marketing purposes by MCWFC, the FA WSL or other third parties and use of a Season Ticket to enter the Ground is consent to such use.
- 16.3. All Season Ticket Members agree that the Matches for which the Season 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.

17. **General**

- 17.1. These Season Ticket T&Cs (and all documents referred to herein) comprise the entire agreement between MCWFC and you in relation to the purchase of a Season Ticket and all ancillary benefits.
- 17.2. MCWFC reserves the right to make amendments to these Season Ticket T&Cs from time to time, provided that the amendments shall not result in any Season Ticket Member receiving any less than the same or substantially similar benefits to those that the Season Ticket Member was entitled to receive prior to such amendments in relation to the Season. Up to date versions of the Season Ticket T&Cs will be made available promptly on the Website, and hard copies will be available from MCWFC upon request.
- 17.3. If any provisions of these Season Ticket T&Cs are declared void, ineffective or unenforceable by any competent court, the remainder of the Season Ticket T&Cs shall remain in effect as if such void, ineffective or unenforceable clause or clauses had not been included.

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- 17.4. MCWFC's failure to exercise, or delay in exercising, any right, power, or remedy provided by these Season Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.
- 17.5. Notwithstanding any other provision in these Season Ticket T&Cs and apart from any Football Authority, no other person other than you or MCWFC has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Season Ticket T&Cs. Nothing in these Season 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.
- 17.6. These 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.

Part 2: Season Ticket Benefits

1. <u>Season Ticket Benefits</u>

- 1.1. Season Ticket Members shall be entitled to:
 - a. member prize draws to win signed merchandise, match tickets and exclusive experiences;
 - b. 10% off City Store purchases, online at shop.mancity.com and in-store at the Official Manchester City Store (exclusions apply);
 - c. 20% off Stadium Tours;
 - d. no booking fee when purchasing tickets online or in-person,

known collectively as the "Season Ticket Benefits".

- 1.2. During the Season, Season Ticket Members will be entitled to attend Home Matches in the FA WSL.
- 1.3. For the avoidance of doubt, MCWFC shall not be required to provide Season Ticket Members with any free parking facilities, travel, or accommodation in respect of any of the Matches.
- 1.4. From time-to-time, MCWFC and/or Man City may offer Season Ticket Members the opportunity to receive additional benefits (e.g., photograph opportunities, junior training sessions and the chance to enter into prize draws, competitions, etc.) (collectively, the "Additional Benefits"). Any such Additional Benefits shall be subject to any terms and conditions outlined in any promotional literature and shall be offered at the absolute discretion of MCWFC and/or Man City. Additional Benefits may have limited availability and may be subject to the Season Ticket Member paying additional costs or fees. For the avoidance of doubt, nothing shall oblige MCWFC and/or Man City to offer any Additional Benefits and the Additional Benefits shall not be considered Season Ticket Benefits for the purposes of these Season Ticket T&Cs.
- 1.5. Purchasers will not be entitled to earn ticket points on the purchase of MCWFC Season Tickets or match tickets.
 - * If Season Ticket Members wish to access the additional "bolt-on" Cityzens Official Membership packs (currently, Cityzens Matchday, Cityzens Membership or Cityzens Junior Membership), these must be purchased separately.

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Part 3 – Cup Scheme Terms and Conditions

In addition to the General T&Cs set out in Part 1 of this document, the following terms and conditions ("Cup T&Cs") shall apply to Season Ticket Members who join a Cup Scheme ("Cup Scheme Season Ticket Members") (in respect of each Cup Scheme which the Season Ticket Member joins).

1. Types of Cup Schemes

- 1.1. MCWFC operates the following ttwo (2) Cup Schemes:
 - (i) the Women's FA Cup Scheme; and
 - (ii) the FA Women's League Cup.

2. Eligibility

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

3. Benefits

- 3.1. Cup Scheme Season Ticket Members are automatically entitled to:
 - a. and commit to purchasing, a ticket to every home Match of the relevant Cup Competition to which they subscribe, with such pricing to be the best available ticket rate;
 - b. 'priority access' to purchase tickets from MCWFC's allocation for any final Match(es) in the relevant Cup Competition(s), (subject to availability); and
 - c. Season Ticket Members may be entitled to purchase additional tickets for the same prices listed at clause 3.1(a) (1.1.a.1) (subject to availability).

Note: 'Priority access' shall mean priority over all Season Ticket Members who have not joined the relevant Cup Scheme).

- 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 Season Ticket Member to MCWFC (which must be either credit or debit card payment details) and the Season Ticket Member authorises MCWFC to do the same. Once payment has been collected, no refunds will be given;
 - b. MCWFC shall not be required to inform Cup Scheme 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 Season Ticket Member as a result of payment being collected in this way.
- 3.3. 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. <u>Cup Scheme Specific Terms</u>

- 4.1. Where valid payment is received, the Cup Scheme Season Ticket Member's Season Ticket will be allocated to a ticket for the relevant Cup Match.
- 4.2. It is the responsibility of each Cup Scheme Season Ticket Member to keep MCWFC informed of any changes to that Cup Scheme Season Ticket Member's payment details. If payment is declined for any reason (or if the Cup Scheme Season Ticket Member otherwise indicates to MCWFC that the Cup Scheme Season Ticket Member wishes to leave the Cup Scheme):

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- a. the Cup Scheme Season Ticket Member will not be permitted entry to the relevant Match; and
- b. that Cup Scheme 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 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 Season Ticket Member who has subscribed for a Cup Scheme may only purchase one (1) ticket to each Cup Match relevant to that Cup Scheme for his/her own personal use.
- 4.5. Should a Cup Scheme Season Ticket Member be required to relocate for a Cup Match at the Ground in accordance with clause 8.6 or 8.7 of the General T&Cs MCWFC will provide a period for Cup Scheme Season Ticket Members to select alternative seats before seats are offered to Season Ticket Members who have not joined the relevant Cup Scheme. This period will be determined by MCWFC and notified to the Cup Scheme Season Ticket Members affected. The Season Ticket will be activated but the 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 Season Ticket Member's original seat if it is made available again for the Match. The Season Ticket Member is not entitled to be notified of this and the supporter who has purchased the 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 without limitation safety reasons) but is deemed to be an Away Match for the purposes of the relevant Cup Competition, the Cup Scheme Season Ticket Member will not be automatically entitled to a ticket for that Match under clause 3.1 of this Part 3, and such tickets must be purchased separately by the Cup Scheme Season Ticket Member (in accordance with clause 3.1. of this Part 3).

Part 4 - MCWFC Direct Debit Scheme Terms and Conditions

In addition to the General T&Cs set out in Part 1 above, the following terms and conditions (the "**Direct Debit T&Cs**") shall apply to Season Ticket Members who wish to purchase a Season Ticket using the Direct Debit Scheme.

- 1. To be eligible for the Direct Debit Scheme, purchasers must:
 - a. be over 18 and have a UK bank account;
 - b. be applying for a Season Ticket(s); and
 - c. ensure that their application (including any amendments) is received by MCWFC by 18 August 2023 (an "Eligible Supporter").
- 2. An Eligible Supporter who wishes to pay by Direct Debit and who is accepted onto the Direct Debit Scheme shall be entitled to pay for their Season Ticket(s) by way of the four instalments of equal value which will be taken in advance of the following months during the relevant Season: August to November inclusive. An example of a Direct Debit payment schedule is set out below. Please note that the price of the Season Ticket and the amount of each instalment will be confirmed to the Eligible Supporter on application for the Direct Debit Scheme, and may differ from the amounts shown below which are for illustration purposes only.

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Please note that the first instalment (deposit) will be taken by credit and debit card at the point of sale and will not be made by Direct Debit.

| Season Ticket Price | Instalment 1 | Instalment 2 | Instalment 3 | Instalment 4 |
|--|-----------------------------------|------------------------------------|----------------------|----------------------------------|
| (Relevant age is applicable at time of purchase) | On 1 st September 2023 | On 1 st October 2023 | On 1st November 2023 | On 1 st December 2023 |
| Cat A: Adult - £ £88 | £22 | £22 | £22 | £22 |
| Cat B: Adult - £75 | £18.75 | £18.75 | £18.75 | £18.75 |
| Cat A: Junior (15 and Under) - £35 | £8.75 | £8.75 | £8.75 | £8.75 |
| Cat B: Junior (15 and Under) - ££35 | £8.75 | £8.75 | £8.75 | £8.75 |
| Cat A: 16-21 - £58 | £14.50 | £14.50 | £14.50 | £14.50 |
| Cat B: 16-21 - £58 | £14.50 | £14.50 | £14.50 | £14.50 |
| Cat A: Over 65 - £58 | £14.50 | £14.50 | £14.50 | £14.50 |
| Cat B: Over 65- £58 | £14.50 | £14.50 | £14.50 | £14.50 |

Please note that Cat A and Cat B refers to the seating categories available

- 3. Details of the payment plan available shall be set out on the Website and during the booking process from time to time and may be subject to change. For the avoidance of doubt, the price of the Season Ticket purchased under the Direct Debit Scheme will be no more than the cash price of the Season Ticket.
- 4. It shall remain the responsibility of the Eligible Supporter to ensure that all instalments are paid to MCWFC on the relevant instalment due date. The time for payment of each instalment shall be of the essence of the contract.
- 5. In each instance where an instalment fails, MCWFC reserves the right to:
 - a. suspend the Eligible Supporter's Season Ticket immediately, preventing the Eligible Supporter from
 - attending any Match at the Ground; and/or
 - b. revoke all Season Ticket Benefits acquired by the Season Ticket Member; and/or

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- c. restrict the Eligible Supporter from renewing the Season Ticket(s);
- d. prohibit the Eligible Supporter from purchasing tickets to any future Match; and/or
- e. restrict the Eligible Supporter from purchasing any other Man City products.
- 6. If an instalment fails, the Eligible Supporter will receive a notification (this may be one of the following but not restricted to a telephone call, letter, email, or SMS) from MCWFC and the Eligible Supporter shall be responsible for ensuring that the unpaid instalment is promptly paid to MCWFC. It shall remain the responsibility of the Eligible Supporter to log-in to their online account to review the payment schedule and address any notifications received from MCWFC regarding failed instalments.
- 7. On the first occasion an instalment fails:
 - a. if the instalment is not paid within 7 days of the notification of the failed instalment from MCWFC,
 MCWFC reserves the right to charge an additional administration fee of £10 for payments not made; and
 - b. if the instalment is not made within 20 days of the notification of the failed instalment from MCWFC, in addition to its right to suspend the Season Ticket under clause 4 above, MCWFC reserves the right to:
 - i. terminate the Season Ticket; and/or
 - ii. 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.
- 8. In each subsequent case where MCWFC receives a failed payment notification during the Direct Debit Scheme, MCWFC reserves the right to:
 - a. charge an additional administration fee of £10 for payments not made;
 - b. cancel or suspend the Eligible Supporter's Season Ticket for all remaining fixtures;
 - c. terminate the Season Ticket; and/or
 - d. take such action as MCWFC deems necessary to recover sums due to MCWFC and MCWFC reserves the right to appoint a third party to recover any such sums, irrespective of whether the previous failed payment has been rectified.
- 9. For the avoidance of doubt, any references to MCWFC taking action to recover sums due will include sums that are already overdue and sums which would have become due had the Season Ticket not been terminated (although MCWFC will use reasonable endeavours to mitigate its losses in relation to such future payments), plus any reasonable costs of collecting such sums.
- 10. MCWFC reserves the right to withdraw the Direct Debit Scheme at any time, with prior written notice to the Eligible Supporter of 10 working days. The Eligible Supporter will have the option of paying the balance outstanding against their Season Ticket within 30 days of the withdrawal of the Direct Debit Scheme, or cancelling their Season Ticket from the date that the next instalment would have fallen due.
- 11. It remains the responsibility of the Eligible Supporter to advise MCWFC of any changes to their Man City or MCWFC account or bank details, including name changes, contact telephone number and e-mail. Any changes to bank account details (including requests to change instalment dates) must be given to MCWFC no later than 10 working days in advance of the next due instalment.
- 12. If during the Direct Debit Scheme, the Eligible Supporter wishes to cancel their Direct Debit Scheme and change the method of payment, they must contact MCWFC no later than 10 working days in advance of the next due instalment. The Eligible Supporter must pay any outstanding balance against the Season Ticket when informing MCWFC of their intent to cancel the direct debit plan. If any outstanding balances against the Season Ticket are not paid at this time, MCWFC reserves the right to exercise the rights set out in clause 6.b above. For the avoidance of doubt, this is merely a right to amend the method of payment and not a right to cancel the Season Ticket.

AUTOMATIC RENEWAL

13. By signing up to the Direct Debit Scheme the Purchaser is agreeing to an automatic renewals scheme. This means that your Season Ticket will automatically be renewed for the following Season (including any qualifying add-on product purchased the previous Season, e.g., Cup Schemes). A Purchaser shall continue

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to be automatically enrolled in the Direct Debit Scheme each Season unless the Purchaser: (i) cancels the Season Ticket before the end of the relevant Season; or (ii) cancels the Direct Debit Scheme in accordance with clause 11; or (iii) the Direct Debit Scheme is withdrawn by MCWFC in accordance with clause 15.

- 14. Your Season Ticket shall therefore, subject to clause 15, automatically renew on an annual basis each Season in accordance with the following process:
 - a. within a reasonable timeframe prior to the end of each Season, MCWFC shall inform the Purchaser of (i) the date on which the Season Ticket shall automatically renew (the "Renewal Date"); (ii) the price payable in respect of that Purchaser's Season Ticket for the subsequent Season; (iii) the methods by which the Purchaser may cancel their subscription for the subsequent Season; and (iv) the terms and conditions applicable to the subsequent Season Ticket;
 - b. MCWFC shall take payment for the renewal of the Purchaser's Season Ticket by using the most recent payment card details provided to MCWFC by the Purchaser. If the Purchaser wishes to pay for the renewal of their Season Ticket using another payment method, they should inform MCWFC prior to the Renewal Date;
 - c. if a Purchaser does not wish to renew their Season Ticket for the subsequent Season, the Supporter must notify MCWFC in writing in the manner specified in the renewal notice;
 - d. if MCWFC does not receive confirmation from the Supporter that they do not wish to renew their Season Ticket for the subsequent Season (in accordance with the methods set out in the renewal notice) then:
 - the Purchaser's Season Ticket shall automatically renew on the Renewal Date for the subsequent Season and the Purchaser shall not have any further right to cancel their Season Ticket for the subsequent Year; and
 - ii. the Purchaser will once again be enrolled on the Direct Debit Scheme; and
 - iii. the Purchaser shall be deemed to have accepted the terms and conditions which apply to that subsequent Season.
- 15. MCWFC shall be entitled in its absolute discretion to withdraw a Purchaser's Season Ticket from the automatic renewal process and/or amend such renewal process provided it is communicated to Purchasers sufficiently in advance.
- 16. Please note that the automatic renewals process and Direct Debit Scheme is no guarantee that a Purchaser will be entitled to a Season Ticket offering the same benefits, facilities, or seat choice as the previous Season.

Part 5 - MCWFC Ticket Exchange T&Cs

The following terms and conditions (the "Ticket Exchange T&Cs") shall apply to Season Ticket Members who wish to sell tickets to individual Matches through the Ticket Exchange. The Ticket Exchange will be made available by MCWFC for selected Matches only, which will be communicated by MCWFC during the course of the Season. For the purposes of these Ticket Exchange T&Cs, "Match" or "Matches" shall mean, as applicable, any and all home Women's Super League Matches played by the MCWFC first team that are placed on the Ticket Exchange and any other Matches that MCWFC may choose to make available via the Ticket Exchange from time to time. In the event the Ticket Exchange is developed, or the processes related to the Ticket Exchange are changed during the Season, these Ticket Exchange T&Cs may be subject to change. Therefore, prior to using the Ticket Exchange, all eligible Season Ticket Members are encouraged to review these Ticket Exchange T&Cs, as any updates will be made available on the Website.

1. Introduction

- 1.1. During the Season, eligible Season Ticket Members shall have the opportunity to sell tickets to selected Matches to which they are entitled under their Season Ticket by using the Ticket Exchange (subject to these Ticket Exchange T&Cs).
- 1.2. MCWFC reserves the right to void transactions completed on the Ticket Exchange that are found to be in breach of these Season Ticket T&Cs (as amended from time to time).

2. <u>Pre-Requisites for sale of tickets on the Ticket Exchange</u>

- 2.1. All Season Ticket Members shall be eligible to use the Ticket Exchange apart from:
 - Season Ticket Members who are in arrears with their Season Ticket direct debit payments;
 - b. Personal Assistants*;
 - c. Season Ticket Members whose Season Tickets are suspended or withdrawn; or
 - d. Season Ticket Members who have already re-graded or relocated their ticket for the Match.
 - *Eligible Season Ticket Members who have a free of charge Personal Assistant ticket linked to their own ticket should be advised that placing their own ticket on the Ticket Exchange automatically places the linked Personal Assistant ticket onto the Ticket Exchange along with their own ticket. The eligible Season Ticket Member and/or the Personal Assistant shall not be entitled to a refund or any other form of compensation (monetary or otherwise) in respect of the sale of the Personal Assistant ticket.
- 2.2. Eligible Season Ticket Members may only place their own ticket on the Ticket Exchange and may also do this on behalf of any other season ticket for which they were the lead purchaser. They cannot transact on behalf of any other Season Ticket Members who they are not the lead purchaser for (including those named in their City Family Group).

3. Terms of use of the Ticket Exchange

- 3.1. Eligible Season Ticket Members selling their ticket in respect of an individual Match ("Sellers") may provisionally list their ticket for sale on the Ticket Exchange when it is open for the respective Match, details of which will be communicated by MCWFC (ordinarily by email) and may be subject to change.
- 3.2. Where tickets are in the Family Stand, any adult ticket must be sold in conjunction with the relevant child's ticket.
- 3.3. Once a sale has been completed through the Ticket Exchange, MCWFC will deactivate the Seller's Season Ticket for the relevant Match and the Seller has no option to cancel the transaction.

4. Payments, fees, and charges

Season Ticket 2023/24 Terms & Conditions

- 4.1. Payment will be paid into the UK nominated bank account of the Seller within 45-working days from the date the Match is played (in the unlikely event that payment cannot be processed within 45-working days, MCWFC will contact the Seller with an update on when payment can be expected). If a Seller does not provide a UK nominated bank account, the Seller will receive an MCWFC voucher for the value of the ticket price within 45-working days from the date the Match is played (such voucher will be valid for 12 months from date of issue).
- 4.2. It is the Seller's responsibility to ensure that their nominated bank details are up to date and correct, and for the avoidance of doubt, MCWFC shall accept no liability for funds paid into an incorrect bank account where the Seller has provided incorrect bank account details or failed to ensure their details are correct.
- 4.3. Full details of the way in which Sellers will receive payment, and the fees and charges payable by Sellers and Purchasers (where relevant), shall be set out on the Website from time to time and may be subject to change. Users of the Ticket Exchange should carefully read the information made available at the time of using the Ticket Exchange before deciding whether to proceed with the transaction.
- 4.4. For information purposes only, at the date of publication of these Ticket Exchange T&Cs:
 - a. tickets sold through the Ticket Exchange may be sold at the full, published matchday price for the relevant Women's Super League Match as at the point of sale (though MCWFC reserves the right to sell the tickets at any price, including selling Concessionary Season Ticket Tickets at non-Concessionary prices);
 - b. should the tickets be successfully sold, Sellers will receive payment of one eleventh (1/11) of the full price paid for the Season Ticket;
 - c. please note that the payment received by the Seller shall be fixed in value and is not linked to the resale price of the ticket through the Ticket Exchange;
 - d. Purchasers will pay the stated ticket price and any associated fees or charges (where relevant) plus any applicable VAT;
 - e. email communications shall be sent to Sellers as follows:
 - (i) with confirmation that the ticket has been placed on sale; and
 - (ii) as applicable, either (1) confirmation that the ticket has been sold within a reasonable period following a relevant sale; <u>OR</u> (2) confirmation that the ticket is unsold, and their Season Ticket remains valid/active for their own use within a reasonable period following removal of the Match from the Ticket Exchange.

5. General

- 5.1. MCWFC reserves the right to select at its absolute discretion those Matches that are made available through the Ticket Exchange. MCWFC reserves the right to remove Matches from the Ticket Exchange at any time and, in such instances, Season Tickets shall remain valid/active for that Season Ticket Member's own use for the relevant Match.
- 5.2. Eligible Season Ticket Members are only permitted to use the Ticket Exchange for their own personal use and may not use the Ticket Exchange for any commercial or business purposes.
- 5.3. MCWFC cannot guarantee that the Ticket Exchange will be available or that access to the Ticket Exchange system will be uninterrupted, timely, secure and/or error-free.
- 5.4. MCWFC hereby excludes any liability for any loss, injury, costs, expenses, or damage of any kind connected to the use of the Ticket Exchange, including, any liability relating to any problem with suspension or termination of the Ticket Exchange in each case except in respect of death or personal injury resulting from any negligence of MCWFC or any other liability of MCWFC which cannot be excluded under applicable law.