

# THE ARSENAL MEMBERSHIP SCHEME TERMS AND CONDITIONS SEASON 2024-2025

# 1. Application

1.1 If you are a consumer, references in these Terms and Conditions to "you" are to the individual purchasing a Membership from the Club for private and non-commercial purposes. If you are a business, references in these Terms and Conditions to "you" are to the business that you have the authority to bind in accordance with paragraph 1.2.

## 1.2 If you are NOT a consumer:

- (A) you confirm that you have authority to bind any business on whose behalf you are purchasing the Membership;
- (B) these Terms and Conditions, the Terms and Conditions of Entry and the Ground Regulations (together the "Agreement") constitute the entire agreement between you and the Club and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the Club, whether written or oral, relating to its subject matter; and
- (C) you acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You and the Club agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement, however nothing in this section shall exclude liability for either party's fraudulent misrepresentation.
- 1.3 These Terms and Conditions, including all rights granted to you and the obligations of the Club hereunder, are subject to any restrictions or requirements from time to time imposed by Applicable Law and Applicable Football Regulation. In the event of any conflict or inconsistency between the provisions of these Terms and Conditions and any such Applicable Law or Applicable Football Regulation, the relevant Applicable Law or Applicable Football Regulation shall prevail. The Club shall not be in breach of these Terms and Conditions by virtue of any action which it takes or omits to take as a consequence of any such Applicable Law or Applicable Football Regulation.

# **Exclusion of liability**

- 1.4 Except as otherwise set out in these Terms and Conditions, and to the fullest extent permitted by Applicable Law, neither the Club nor any Club Group Company shall have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of your Membership, including admitting you to Emirates Stadium for a particular match, caused by any circumstances outside the Club's reasonable control including: (i) as a consequence of any restrictions required by Applicable Law and/or Applicable Football Regulation in the event of an Epidemic; and/or (ii) the exercise of any discretion by the Club in respect of the number, availability, prioritisation and/or allocation of tickets in respect of any Reduced Capacity Match(es).
- 1.5 Notwithstanding any provision in these Terms and Conditions, neither the Club nor any Club Group Company seeks to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by the negligence of the Club or any



Club Group Company or the negligence of any of their officers, employees or agents; or (c) under section 2(3) of the Consumer Protection Act 1987; or (d) for any other matter for which it is not possible to exclude or limit liability by law.

## 2. Automatic Renewal

- 2.1 The Club has the right to renew your Membership automatically at the end of each season for the following season unless you cancel the renewal of your Membership in accordance with these terms and conditions.
- 2.2 The Club will email you in advance of each new season to let you know: (i) when your Membership is due for renewal for the following season; (ii) the rights and benefits of your Membership for the following season and the price at which your Membership will be renewed for the following season; (iii) the approximate date when payment will be taken from you for the renewal; and (iv) the deadline for notifying the Club whether you want to cancel the renewal of your Membership. It is your responsibility to ensure that the email address registered to your Membership account is accurate and always kept up to date.
- 2.3 The price charged for the renewal of your Membership each season will be the price of the relevant Membership at the time of each renewal, which might be different to the price you paid for your Membership for the previous season. The Club reserves the right to restructure, change and/or withdraw any level and/or type and/or priority of Membership and/or the associated benefits from season to season. Purchase of a particular Membership for one season does not guarantee that such Membership, any other Membership and/or the associated benefits will be available in the following season.
- 2.4 If, according to paragraph 9, your age qualifies you for a different Membership tier in the upcoming season, the Club will notify you via the Membership renewal email. Should you not cancel your Membership renewal by the deadline provided under paragraph 2.5, we will automatically update your Membership to the new Membership tier indicated in our renewal email.
- 2.5 You may cancel the renewal of your Membership at any time prior to the deadline notified to you by the Club by: (i) logging into the "Manage Memberships section" of your Membership account and following the instructions to cancel your Membership; or (ii) telephoning the Club's Membership Team on 0344 277 3625 (lines open Monday to Friday 9.30am to 5pm UK time).
- 2.6 If you cancel the renewal of your Membership prior to the deadline notified to you by the Club: (i) your Membership will not be renewed for the following season; (ii) you will not be charged the Membership fee for the following season; and (iii) you will cease to be a Member at the end of the then current season.
- 2.7 If you do not cancel the renewal of your Membership prior to the deadline notified to you by the Club, the Club has the right to renew your Membership for the following season. If your Membership is automatically renewed, the Club will charge you the renewal price for your Membership using the direct debit details you provided to us or the payment card registered to your Membership account. It is your responsibility to ensure that the direct debit or payment card details registered to your Membership account are accurate and always kept up to date. If you fail to provide a valid payment method for the renewal of your Membership, your Membership will not be renewed and will be deemed to be cancelled.



- 2.8 You have the right to cancel the renewal of your Membership within 14 days of payment being taken by the Club for each subsequent renewal of your Membership, provided that you have not used your Membership to purchase any tickets or any other goods or service within that 14-day period.
- 2.9 In order to exercise your cancellation right under paragraph 2.7 above, you must inform us of your decision to cancel the renewal of your Membership prior to the expiry of the relevant 14-day period by: (i) logging into the "Manage Memberships section" of your Membership account and following the instructions to cancel your Membership; or (ii) telephoning the Club's Membership Team on 0344 277 3625 (lines open Monday to Friday 9.30am to 5pm UK time).
- 2.10 If you submit a valid cancellation request under paragraph 2.7 above, we will cancel your Membership with immediate effect and we will reimburse you the cost of Membership on renewal within 14 days after the day on which we are informed about your decision to cancel, using the same method of payment as you used to make the renewal.

## 3. Conditions of Issue Governing Membership

- 3.1 You shall pay the relevant Membership Fee to the Club (or as otherwise directed by the Club) on an annual basis. If you fail to pay the Membership Fee when due, the Club (or such other entity as the Club shall direct) shall be entitled to charge you an administration charge and any bank charges incurred by the Club. The Membership Fee in respect of Gold and Platinum Membership is included in the price of Gold and Platinum Members' season ticket for that season.
- 3.2 Your Membership shall commence on 1 June 2024 or on the date of receipt of the appropriate Membership Fee, whichever is the later.
- 3.3 The Club will activate your digital membership card on 1 June 2024 or within two working days of receipt of the appropriate Membership Fee, whichever is the later. Once your digital membership card has been activated, your digital membership pass will be available for download from the Arsenal app by the first day of the relevant football season or within two working days of receipt of the appropriate Membership Fee, whichever is the later.
- 3.4 You may request a physical membership card instead of a digital membership card, however the issue of any physical membership card shall be in the absolute discretion of the Club. If the Club agrees to issue you with a physical membership card it will be posted to you by the first day of the relevant football season or within 28 days after the Club receives payment of the appropriate Membership Fee, whichever is later. Alternatively, you may be required to physically collect the membership card from the Club's box office with photographic evidence of your identity.
- 3.5 Your Membership is valid for the 2024-2025 season (unless terminated earlier in accordance with these Terms and Conditions), after which the Club has the right to renew your Membership automatically in accordance with paragraph 2 unless you cancel the automatic renewal of your Membership in accordance with these Terms and Conditions.

## 4. Use of Membership Card

4.1 In order to attend any of the Club's home matches or obtain any other Emirates Stadium-based membership benefits, you must, upon request by the Club, present a valid membership card (whether in physical or digital format, as the case may be) (the "Membership Card") for



inspection by the Club together with photographic proof of your identity. If you have a digital Membership Card, your membership pass must be downloaded to the wallet of your mobile device and must be available for inspection on demand by any steward, security officer or other member of Arsenal staff together with photographic proof of your identity.

- 4.2 Your Membership is personal to you and is not transferable and shall not be transferred, save as permitted by the terms of the relevant Terms and Conditions of Entry. All Membership Cards, digital membership passes, and match day tickets shall remain the property of the Club and the Club reserves the right to de-activate the digital membership pass at any time. You must not share your digital membership pass with any individual. Your digital membership pass must only be downloaded onto your personal mobile device and the Club is not responsible for any digital membership pass which is downloaded onto a third-party device or located on a lost or stolen device.
- 4.3 Any ticket purchased using your Membership will be recorded electronically and will have your Membership number stated on it.
- 4.4 The Club may suspend or cancel your Membership (and all associated benefits) in the event of any misuse of your Membership, including but not limited to where you transfer, or where the Club considers in its reasonable opinion that you have attempted or taken preparatory steps to transfer, any rights to use your digital membership pass or any match day ticket purchased using your Membership, to any other person, in each case save as permitted pursuant to these Terms and Conditions.
- 4.5 You agree to conduct yourself in a manner befitting a representative of the Club and will not do anything or procure that anything be done which might bring the name or reputation of the Club into disrepute. You must ensure that any match day tickets you purchase are used responsibly and in accordance with these Terms and Conditions and you will be held liable if any person who uses a match day ticket purchased using your Membership breaches the Terms and Conditions of Entry.
- Any Member, acting alone or with others, whose conduct, or incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, shall be both individually responsible and liable, and collectively responsible and liable with you, to the Club for any loss the Club thereby suffers. You shall also be both individually and collectively responsible and liable to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to a match using a ticket or digital membership pass purchased using your Membership.
- 4.7 The unauthorised sale or disposal of a ticket may amount to a criminal offence, including under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Club may inform the police if it has reasonable grounds to suspect that a ticket have been sold or disposed of illegally and will press for charges to be brought against those breaking the law. We may also notify the Premier League about ticket touting activities relating to you, who may in turn notify other football clubs, event holders, any Football Authority and/or the relevant law enforcement authorities. The Club may also notify other football clubs directly. Similarly, the Club may receive information from the police, the Premier League and other football clubs relating to ticket touting activities elsewhere in the UK. The information that may be collected and shared by the Club and the above third parties could include personal data such as your name, contact details, image, data relating to criminal offences and your past ticket activity and purchases (including payment details). The Club processes this information where



necessary to identify and prevent ticket touting activities, which is in our legitimate interests and the interests of other football clubs. The processing may also be necessary in order to prevent or detect unlawful acts. For more information about how we handle personal data and your rights you can refer to our Privacy Policy or contact our Data Protection Officer at <a href="mailto:dpo@arsenal.co.uk">dpo@arsenal.co.uk</a>.

- 4.8 If you are convicted of a ticket touting offence pursuant to paragraph 4.7, or the Club has reasonable grounds to suspect you have committed such an offence, the Club reserves the right, through our Sanctions Policy, to issue an indefinite ban of your Membership without payment of any refund. If the Club finds that (i) your Ticket Transfer network includes individuals suspected of ticket touting, (ii) you have acquired multiple Tickets using different Membership accounts for a single Match, or (iii) the original purchaser of your Ticket, or any individual to whom you have transferred or assigned your Ticket via Ticket Transfer or Ticket Exchange, has been identified by the Club as participating in ticket touting, or (iv) there is evidence suggesting your Membership account is used by someone else in an unauthorised manner (as indicated by payment card details, email addresses, phone numbers, or IP addresses used for Ticket purchases or Ballot entries), and/or the Club has reasonable grounds to suspect your involvement in a ticket touting offence, or someone else's involvement in a ticket touting offence whilst using your Membership account, the Club reserves the right to temporarily suspend your Membership account and any Tickets purchased for future Matches while the Club conducts an investigation into the activity associated with your Membership account. Following its investigation, if the Club determines there are sufficient grounds to believe you are implicated in a ticket touting offence or if your Membership account is implicated in a ticket touting offence, the Club shall issue an indefinite ban, through its Sanctions Policy without payment of any refund.
- The (i) use of any automated software or computer systems, (ii) generation of multiple email addresses via "alias" email address software or the use of any "hide my email" software, or (iii) employment of a virtual private network to conceal an IP address from the Club, to search for, reserve, manage, buy or otherwise obtain Tickets is strictly prohibited. This includes sending information from your computer to another computer where such software or system is active. If the Club reasonably believes that you have searched for, reserved, managed, bought or otherwise obtained Tickets using, or with the assistance of, all software referenced in this paragraph 4.9, the Club may cancel your Tickets (and any subsequent Tickets purchased by you) without payment of any refund. The Club may also cancel your Membership (and all associated benefits) without payment of any refund of the Fee to you. If you have any queries about this, you may contact the Arsenal box office. The use of such software to search for, reserve, buy or otherwise obtain Tickets may amount to a criminal offence under the Computer Misuse Act 1990 or the Breaching of Limits on Ticket Sales Regulations 2018 and the Club reserves the right to inform the police if it reasonably believes that a Ticket has been purchased using such software.

### 5. Lost or Stolen Membership Cards

5.1 The Club is not responsible for any physical Membership Card which is lost, stolen, defaced, damaged or destroyed. If you are issued with a physical Membership Card and it is lost, stolen, defaced, damaged or destroyed, a duplicate Membership Card may be issued to you, at the Club's discretion, upon payment by you of a non-refundable administration fee of £10.00 at the Club's match day ticket office or as otherwise directed by the Club from time to time. The Club reserves the right to withdraw this duplicate physical Membership Card facility without notice. Please note that it is your responsibility to contact the Club and/or visit the Club's match day ticket office on



a match day if you do not have access to your physical Membership Card and/or the relevant match ticket for that match.

### 6. Benefits of Membership

- 6.1 Subject to these Terms and Conditions, all Members shall be entitled to receive the relevant benefits applicable to their Membership as published on the Website.
- 6.2 All Members, except Junior Gunners (as defined in paragraph 9.2), shall be eligible to participate in the 'My Arsenal Rewards' loyalty programme, subject to the applicable My Arsenal Rewards terms and conditions.
- Junior Gunners who have elected a "Full" variant of a Membership shall receive a membership pack in the post. Please note that Junior Gunners residents outside of the United Kingdom who have elected a "Full" variant of a Membership will be responsible for any postage charges, import duties, charges and/or taxes payable in respect of their membership packs. Junior Gunners who have selected a "Lite" variant of a Membership shall be entitled to the relevant benefits listed on the Website from time to time however they shall not be entitled to receive a membership pack.
- 6.4 For all matches where the Club is permitted by Applicable Law and/or Applicable Football Regulation to stage matches at Emirates Stadium with no restrictions on spectator capacity:
  - (A) the benefits afforded to Silver Members shall include the opportunity, subject to availability (determined in the Club's sole discretion), to apply to purchase tickets for any of the Club's first team home and away matches at Emirates Stadium and the Club may elect (in the Club's sole discretion and subject to availability) to allocate such tickets by ballot;
  - (B) the benefits afforded to Red Members shall include the following: an allocation of tickets (such number to be determined in the Club's sole discretion for the relevant match) will be available to purchase for each home Premier League fixture following the initial ticket purchase window for Silver Members and the Club may elect (in the Club's sole discretion) to allocate such tickets by ballot. For all other first team matches (the FA Cup and the Football League Cup and, if applicable, UEFA Competitions), Red Members will have the opportunity to purchase tickets after sales of the relevant ticket allocation to Silver Members (such allocation to be determined in the Club's sole discretion), subject to availability and the Club may elect (in the Club's sole discretion) to allocate such tickets by ballot;
  - the benefits afforded: to (i) adult members eligible to purchase "Young Adult" discounted tickets; and (ii) Cannon Members shall include the following: a maximum of 1,000 tickets, in aggregate, will be available to purchase discounted tickets in the upper and lower tiers for each of the Club's first team home matches at Emirates Stadium, and the Club may elect (in the Club's sole discretion) to allocate such tickets by ballot. Once this allocation has sold out, adult members eligible to purchase Young Adult discounted tickets and Cannon Members shall not be able to purchase tickets for the relevant match at a concessionary rate and shall only be able to purchase tickets at full price, subject to availability, provided that, to be eligible to purchase home match tickets, you may be required to provide a valid form of identification for verification purposes;
  - (D) the benefits afforded: to (i) Team Junior Gunners; and (ii) Young Guns shall include the following: a maximum of 2,000 tickets, in aggregate, will be available to purchase discounted tickets in the upper and lower tiers for each of the Club's first team home



matches at Emirates Stadium, and the Club may elect (in the Club's sole discretion) to allocate such tickets by ballot. Once this allocation has sold out, Team Junior Gunners and Young Guns shall not be able to purchase tickets for the relevant match at a concessionary rate and shall only be able to purchase tickets at full price, subject to availability, provided that, to be eligible to purchase home match tickets, you may be required to provide a valid form of identification for verification purposes; and

- (E) the benefits afforded: to Senior Citizen Members shall include the following: a maximum of 200 tickets, in aggregate, will be available to purchase discounted tickets in the upper and lower tiers for each of the Club's first team home matches at Emirates Stadium, and the Club may elect (in the Club's sole discretion) to allocate such tickets by ballot. Once this allocation has sold out, Senior Citizen Members shall not be able to purchase tickets for the relevant match at a concessionary rate and shall only be able to purchase tickets at full price, subject to availability, provided that, to be eligible to purchase home match tickets, you may be required to provide a valid form of identification for verification purposes.
- 6.5 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides in the event of an Epidemic, to hold any Behind Closed Doors Match(es), no Member shall be entitled to purchase tickets for, or to attend, any such Behind Closed Doors Match(es).
- 6.6 If the Club is required by Applicable Law and/or Applicable Football Regulation, or decides, to hold any Reduced Capacity Match(es), the number of tickets made available to all Members (if any) will be determined by the Club at its absolute discretion and the Club may elect to allocate such tickets by ballot.
- 6.7 You shall have the opportunity, where invited by the Club to do so, to purchase tickets for the Club's men's first team away matches (i.e., matches played at a stadium or ground other than Emirates Stadium for which the Club's men's first team is deemed the away team), subject to (i) you possessing the requisite number of away loyalty points (as communicated by the Club in advance of the respective away match on the Website), (ii) availability (determined in the Club's sole discretion), (iii) capacity restrictions and (iv) Applicable Law and/or Applicable Football Regulation. To be eligible to purchase away match tickets, you may be required to provide a valid form of identification for verification purposes.
- 6.8 You shall not be permitted to purchase more than one Membership for your own use and, save as expressly permitted by the Club from time to time, you shall not be able to purchase more than one ticket for any match using your Membership. You shall also not be permitted to use someone else's Membership for your own use without the Club's prior written consent. If the Club has reasonable grounds to suspect that you (i) have purchased more than one Membership for your own benefit or (ii) are using someone else's Membership for your own use without the Club's prior written consent, the Club reserves the right to cancel all such Memberships, and all tickets purchased using such Memberships, without payment of any refund, and the Club reserves the right to resell the seats associated with such cancelled Membership.
- 6.9 The Club will notify you from time to time, by way of notice in the match day programme or on the Website, of the availability of any home match day tickets for purchase by the relevant category of Member and also the manner or system which must be followed by you in order to purchase any such tickets. The Club may impose any limitations or restrictions on the means of purchase of any such tickets as it may, in its discretion, determine, whether for any particular match or matches or otherwise.



- 6.10 The Club reserves the right to vary the benefits provided to you and the priority, manner or system by which match tickets are allocated and/or sold. The Club will use reasonable endeavours to provide reasonable notice to you in the match day programme or through the Website or by email relating to changes to the priority, manner or system by which match tickets are allocated and/or sold. If the Club elects to allocate tickets for a particular match by ballot, full details of any such ballot, including how to enter, will be published on the Website or communicated to you by email.
- 6.11 Save as otherwise expressly provided in these Terms and Conditions, if any of the items or other benefits listed on the Website are unavailable, the Club reserves the right at its sole discretion to substitute such items with similar items of equivalent value as the Club may from time to time decide in its sole discretion.
- 6.12 If you have selected a "Lite" Junior Gunners Membership in respect of any season, you will not be able to upgrade to a "Full" Junior Gunners Membership in respect of that season.
- Any tickets purchased, or used in relation to, any Membership, shall be used subject to the Terms and Conditions of Entry relevant to that ticket which can be located at: https://www.arsenal.com/ticket-membership-terms

## 7. Digital membership

You have the rights equivalent to digital members of the Club to benefit from (i) the right to access Arsenal Player (or any replacement thereof), and (ii) the right to receive certain correspondence via email ("Digital Membership"). Any exercise of the rights under this paragraph 7 shall be governed by the Digital Membership Terms and Conditions from time to time, which can be located at <a href="https://www.arsenal.com/digitalmembership-termsandconditions">https://www.arsenal.com/digitalmembership-termsandconditions</a>.

# 8. Ticket Exchange, Ticket Transfer and Ticket Transfer+

- 6.1 'Ticket Exchange' ("TX") provides an opportunity, once all tickets for a Match have been sold, for Platinum Members (Club Level); Gold Members (General Admission); Silver Members; Red Members; Cannon Members; and Junior Gunners ("Sellers") to sell, subject to demand, their match tickets for the relevant match if they cannot attend to other Members in each case subject to Applicable Law, Applicable Football Regulations and the terms and conditions of TX from time to time, as set out on the Website. Each ticket shall also be subject to the relevant Terms and Conditions of Entry.
- 'Ticket Transfer' ("TT") provides an opportunity for season ticket holders who are Platinum Members (Club Level) or Gold Members (General Admission) to transfer their match tickets for home matches to which they cannot attend to any Member or person within their network who is registered with an Online Box Office account, in each case subject to Applicable Law, Applicable Football Regulations and the terms and conditions of TT from time to time, as set out on the Website. Each ticket shall also be subject to the relevant Terms and Conditions of Entry. You will be held liable if the recipient of your match tickets via TT fails to comply with the Terms and Conditions of Entry.
- 8.3 'Ticket Transfer+' ("TT+") provides an opportunity for season ticket holders who are Platinum Members (Club Level) and Avenell Club members to transfer their match tickets for home matches to which they cannot attend to a third party, subject to Applicable Law, Applicable



Football Regulations and the terms and conditions of TT+ from time to time, as set out on the Website. Each ticket shall also be subject to the relevant Terms and Conditions of Entry. You will be held liable if the recipient of your match tickets via TT+ fails to comply with the Terms and Conditions of Entry.

## 9 Concessionary Memberships and Tickets

- 9.1 Concessionary Memberships and related tickets may only be used by persons that qualify for such concessionary Memberships or related tickets, as follows:
  - (A) "Team JGs" by persons who will be aged 4 to 11 (inclusive) on 31 August of the relevant season
  - (B) "Young Guns" by persons who will be aged 12 to 16 (inclusive) on 31 August of the relevant season.
  - (C) "Cannon" by persons who will be aged 17 or 18 (inclusive) on 31 August of the relevant season and who were either part of the Young Guns or the Cannon for the whole of the previous season or who have otherwise become Cannon members by 31 August in the relevant season.
  - (D) "Young Adult" by persons who will be aged 19 to 24 (inclusive) on 31 August of the relevant season.
  - (E) "Senior Citizen" by persons who will be aged 66 or over (inclusive) on 31 August of the relevant season.
- 9.2 "Junior Gunners" Memberships are split into three levels:
  - (A) "Welcome To Our World": 0 to 3 years of age (inclusive) on 31 August of the relevant season. This membership level does not have any entitlement to purchase match tickets.
  - (B) "Team JGs": persons who will be aged 4 to 11 (inclusive) on 31 August of the relevant season.
  - (C) "Young Guns": persons who will be aged 12 to 16 (inclusive) on 31 August of the relevant
- 9.3 All Junior Gunners and Cannon Members shall be treated as Red Members for the purpose of any applicable benefits associated with the longevity of Membership that are provided by the Club from time to time. Progression to Silver Membership can only be attained by Cannon Members who have held Junior Gunners and/or Cannon Memberships (as the case may be) on a continuous basis. Members who satisfy these criteria will automatically be added to the waiting list for Silver Membership (alongside other Red Members). Silver Membership will be allocated according to the length of time that Membership has been held. Placement on the waiting lists for Silver Memberships is determined by the Member's initial joining date, with continuous membership necessary for progression. If a Member does not renew their membership for any season, they lose their position on the waiting list and will be placed at the end of the waiting list should they rejoin in the future. Members can enquire about their waiting list status by requesting information either: (i) by telephone to the Club's Membership Team on 0344 277 3625, +44207 649 9003 (overseas supporters); or (ii) via our contact us page.
- 9.4 The Club reserves the right to re-brand, re-name, restructure, change and/or withdraw any level and/or type and/or priority of Membership and/or the associated benefits from season to season. Purchase of a particular Membership for one season does not guarantee that such



Membership, any other Membership and/or the associated benefits will be available in the following season.

## 10 Suspension or Cancellation of Membership

- 10.1 The Club may suspend or cancel your Membership (and all associated benefits) in the event of you, or any other person occupying a seat purchased using your Membership, being ejected or banned from Emirates Stadium or any other sports ground anywhere in the world, breaching any of the Terms and Conditions of Entry or any other of these Terms and Conditions, or in the event of any abusive, harmful, dangerous or other unacceptable behaviour by you whether inperson or online (such as on a social media platform).
- 10.2 In the event of the suspension or cancellation of your Membership under paragraph 10.1 above, the Club will be under no obligation to refund the Membership Fee paid by you (or any part thereof) in relation to your Membership and to the maximum extent permitted by law will have no other liability in connection therewith.
- 10.3 If the Club has reasonable grounds to suspect that you or anyone using your Membership has searched for, reserved, purchased or otherwise obtained digital membership passes and/or match tickets and/or attempted or taken preparatory steps to search for, reserve, buy or otherwise obtain digital membership passes and/or match tickets, with the intention of selling or transferring any such digital membership passes and/or tickets in breach of these Terms and Conditions, the Club may suspend or cancel your Membership (and all associated benefits) without payment of any refund of the Membership Fee to you. The Club may also cancel any digital membership passes and/or match tickets purchased without payment of any refund and the Club reserves the right to resell the seats associated with the Membership. If you have any queries about this, you may contact the Arsenal box office.
- 10.4 If your Membership is suspended or cancelled by the Club and you are banned from attending matches at Emirates Stadium, you shall not be permitted to re-apply for Membership (whether or not using the same or different contact details and/or payment card details as your suspended or cancelled Membership) during the period in which you are banned from attending matches at Emirates Stadium.

## 11 Right to Cancel

#### **Cancellation of new Memberships**

- 11.1 If you have purchased your Membership by phone, post or online, and provided that you have not yet used your Membership to purchase any tickets or any other goods or services, you have the right to cancel your Membership within 14 days. The cancellation period will expire after 14 days from the day on which you enter into a contract with the Club to purchase a Membership (the "Cancellation Deadline").
- 11.2 In order to exercise your cancellation right, you must inform us of your decision to cancel prior to the Cancellation Deadline either: (i) by logging into the "Manage Memberships section" of your Membership account and following the instructions to cancel your Membership; (ii) by a clear statement sent via our contact us page;; (iii) by telephone on 0344 277 3625, +44207 649 9003 (overseas supporters);; or (iv) by post to Box Office, Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU.



11.3 If you submit a valid cancellation request, we will reimburse you the Membership Fee within 14 days after the day on which we are informed about your decision to cancel, using the same method of payment as you used to make the order.

# Cancellation of auto-renewing Memberships

11.4 The Club has the right to renew your Membership automatically at the end of each season for the following season unless you cancel the renewal of your Membership in accordance with paragraph 2 of these terms and conditions.

#### 12 General

- 12.1 The Club reserves the right to change these Terms and Conditions from time to time and shall notify you of such changes if they materially affect your rights as a consumer. Any such changes will be notified to you in the match day programme or through the Website.
- 12.2 The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect.
- 12.3 If you are a consumer, you have legal rights in relation to goods that are not fit for purpose and services that are not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.
- 12.4 If you are a consumer, please note that these Terms and Conditions are governed by English law. This means that your Membership and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) will be governed by English law. You and the Club both agree that the courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.
- 12.5 If you are a business, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law. You and we both irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).
- 12.6 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions, the documents referenced herein or by law shall not constitute a waiver of that right, power or remedy.
- You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative, health and safety, and legal purposes.. In particular, we may share your personal data, including your name, date of birth, photograph, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs, any Football Authority and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including sexist, racial, homophobic, transphobic or other discriminatory abuse, chanting or harassment (including, any language or behaviour relating to an individual's or group's nationality, ethnic or national origins, religion, age or disability) and with enforcing sanctions under the Sanctions Policy and the Terms and Conditions of Entry. We may also share your data 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. The personal data that each User provides to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy available on the Website.

#### 13 Definitions

In these Terms and Conditions:

"Applicable Football Regulation" means in respect of any Football Authority: (i) the statutes, rules, regulations, directives, codes of practice, guidelines and equivalent for the time being of such bodies; and (ii) all promotional, marketing and commercial agreements and arrangements concluded by each such body; in each case with which the Club is required to comply with from time to time;

"Applicable Law" means all laws, statutes, regulations, edicts, byelaws, codes of conduct and guidelines, whether local, national, international or otherwise existing to which the Club and/or any Member is subject and which is relevant to the Club and/or the Member's rights or obligations under the Terms and Conditions (as the case may be);

"Behind Closed Doors Match" means a match which the Club holds at Emirates Stadium without any spectators in attendance;

"Club" means The Arsenal Football Club Limited, a company registered in England and Wales under company number 109244 and with its registered office and main trading address at Highbury House, 75 Drayton Park, London, N5 1BU. VAT number: 769 4067 87 GB;

"Club Group Company" means, in respect of the Club, its holding companies and subsidiaries of its holding companies, and "holding company" and "subsidiary" have the meanings given to them in section 1159 of the Companies Act 2006 and "Club Group Companies" shall be construed accordingly;

"Emirates Stadium" means Emirates Stadium, London N7 7AJ;

"Epidemic" means any epidemic or pandemic or the threat thereof;

**"Football Authority"** means any or all of the Premier League, the Football Association, the Football Association of Wales, FIFA, UEFA, the Football League and/or any other relevant governing body of association football;

"Ground Regulations" means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to Emirates Stadium (copies of which are on display at Emirates Stadium and on the Website), including any guidelines and/or supporter codes of conduct issued by the Club from time to time;

"Member" means a person who is registered through "The Arsenal", the Club's official membership scheme, whether at Red Level ("Red Members"); Silver Level ("Silver Members"); Gold Level ("Gold Members"); the categories of Junior Gunners set out at paragraph 11.3 of these Terms and Conditions ("Junior Gunners"); Cannon ("Cannon Members"); Senior Citizen ("Senior Citizen Members"); or Platinum Level ("Platinum Members"), and "Membership" shall be construed accordingly;

"Membership Fee" means the relevant amount (if any) payable on an annual basis by you for your appropriate Membership (whether Red, Silver, Gold, Junior Gunners Full, Junior Gunners Lite, Cannon or Senior Citizen) as detailed in the application form and on the Website and as may be updated by us from time to time for any subsequent season;



"Reduced Capacity Match" means a match which the Club holds at Emirates Stadium with reduced spectator capacity;

"Sanctions Policy" means the Club's policy to determine sanctions for offences committed online or in/around Emirates Stadium found at www.arsenal.com/ticket-membership-terms;

"Terms and Conditions" means these terms and conditions governing the issue and use of a Membership Card. The Terms and Conditions of Entry shall be incorporated in, and form part of, these Terms and Conditions. Any amendments to the Terms and Conditions or the Terms and Conditions of Entry will be notified to you by being put on display at the Emirates Stadium and/or through the Website;

## "Terms and Conditions of Entry" means:

- (i) the "Home Ticket Terms and Conditions 2024-25"; and
- (ii) in every case, the Ground Regulations,

each as updated from time to time by the Club and made available on the Website;

**"UEFA Competition"** means the UEFA Champions League, the UEFA Europa League or the UEFA Europa Conference League; and

"Website" means the website at www.arsenal.com/membership.

## 14 Interpretation

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).