

August 2021



LEICESTER CITY FOOTBALL CLUB LIMITED
AWAY MATCH TICKET TERMS AND CONDITIONS
2021-22

(Leicester City Fans at Away Matches)

1. Definitions

In these Away Match Ticket Terms and Conditions, the following words and phrases shall have the following meanings:

"Away Match" means that football match in which the Club participates and that takes place at the Host Stadium during the Season as designated upon the ticket to which these Away Match Ticket Terms and Conditions apply;

"Away Match Ticket" means a printed paper ticket or any other form of ticket (and/or any rights arising out of or in connection with any of the foregoing) for admission to the Away Match;

"Club" means Leicester City Football Club;

"Football Authority" means each of the Premier League, The Football League, The Football Association, FIFA, UEFA and other relevant governing body of association football;

"Guest" means a relative, friend, colleague and/or companion to a supporter with a disability who would be entitled to purchase an Away Match Ticket under the Terms & Conditions of Entry;

"Host Club" means the football club playing against the Club at the Host Stadium;

"Host Club Ticket Terms and Conditions" means the terms and Away Match Ticket Terms and Conditions of Away Match Tickets as determined published by the Host Club;

"Host Stadium" means the football stadium and all other locations owned, occupied or utilised by the Host Club at which the Away Match is held;

"Host Stadium Regulations" means any and all regulations issued by the Host Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Host Stadium (including, as applicable and without limitation, the Premier League's Ground Regulations, the PL Commitment and any applicable COVID-19 Supporter Code of Conduct);

"Material" means any audio, visual or audio-visual material or any information or data;

"PL Commitment" means the Premier League's Commitment regarding abusive and discriminatory conduct (which can separately be found on – or accessed via – the Club's website at www.lcfc.com/terms, the Premier League's website or can be provided upon written request to the Club);

"Season" means the 2021/22 football season;

"Season Ticket" means an admission ticket to all of the Club's relevant matches consisting of The FA Premier League/English Football League first team home league matches played by the Club at King Power during the 2021-22 season; and

"Terms and Conditions of Entry" means each of the rules and regulations of any Football Authority; the PL Commitment; the Host Stadium Regulations; any Host Club Ticket Terms and Conditions; and these Away Match Ticket Terms and Conditions.

2. Purchase and Issue of Away Match Tickets

2.1. The Club may offer Away Match Tickets for sale to Club supporters during the Season (subject to availability). Tickets are sold subject to:

- a) the sales criteria applicable to each Away Match which shall be published on the Club website in advance of each Away Match;
- b) the Host Club Ticket Terms and Conditions;
- c) the Host Stadium Regulations;
- d) these Away Match Ticket Terms and Conditions; and

- e) any other terms and conditions communicated to the purchaser prior to the sale of Away Match Tickets.
- 2.2. By applying to purchase one or a number of Away Match Tickets and/or using Away Match Tickets to gain entry to a Host Stadium, you hereby warrant and represent that you are a Leicester City supporter, that you satisfy the relevant sales criteria and that you agree to adhere to the Host Club Ticket Terms and Conditions and the Host Stadium Regulations. When a Season Ticket holder purchases and is then assigned an Away Match Ticket, it must be in the same classification/level as their Season Ticket.
 - 2.3. Season Ticket holders can upgrade an Away Match Ticket a maximum of FOUR (4) times during the Season. The Club will request the name of the supporter who will be using the Away Match Ticket once the upgrade has been processed. This can be done up to 2 working days prior to the Away Match. For the avoidance of doubt, Away Match Tickets cannot be downgraded and adult Season Ticket holders can only purchase an adult Away Match Ticket (as opposed to any child or concession ticket).
 - 2.4. The Club sells Away Match Tickets to Leicester City supporters as a representative for the Host Club. Payments for the Away Match Tickets are to be made directly to the Club however these payments shall be forwarded on by the Club to the Host Club.
 - 2.5. Away Match Tickets shall be sent to purchasers (or the lead purchaser if purchasing on behalf of a group) once an application to purchase tickets has been accepted and full cleared payment has been received by the Club and the Away Match Tickets have been received by the Club from the Host Club/organiser of the Away Match. The Club shall not have any liability to any purchaser or guest for any non-delivery or late delivery of any Away Match Ticket documents or other materials resulting from the actions, omissions, malfunctions or interruptions of any postal services, the Host Club or the organiser of the Away Match or resulting from incomplete or inaccurate personal details or addresses provided to the Club. Should any Away Match Tickets purchased not arrive in the post forty-eight (48) hours before the relevant Away Match, the purchaser (or the lead purchaser if purchasing on behalf of a group) should contact the Club immediately.
 - 2.6. Purchasers may (at the Club's absolute discretion) be required to collect Away Match Tickets at a nominated collection point at the away destination. The details and conditions of Away Match Ticket collection shall be communicated in the sales criteria published on the Club's official website and/or to the purchaser. Where the purchaser is required to collect in destination, any points will not be awarded until after collection of the Away Match Tickets at the away destination. The Club reserves its right to conduct checks on supporters attending an Away Match at the Host Stadium for any breaches of these Away Match Ticket Away Match Ticket Terms and Conditions.
 - 2.7. Purchasers may purchase Away Match Tickets by using any of the following purchase methods:
 - a) via the official Club website; or
 - b) over the telephone by calling **0344 815 5000 (option 1)**.
 - 2.8. Supporters with a disability are able to purchase Away Match Tickets via the official Club website providing their account details are up to date as at commencement of the Season. Where a supporter with a disability who has purchased an Away Match Ticket requires a personal assistant or carer to accompany them, the personal assistant/carer of said supporter with a disability shall only receive a ticket free of charge subject to the Host Club Ticket Terms and Conditions and Host Stadium Regulations (subject to availability and the provisions of supporting medical evidence).
 - 2.9. The price payable for each Away Match Ticket shall be as set out on the Club's website or as otherwise notified by the Club from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT. The Club takes all reasonable care to ensure that the prices of Away Match Tickets are correct at the time of publishing. If, however, an error is discovered in the published price of any Ticket(s), the Club will contact any purchaser who has already purchased any incorrectly priced Away Match Ticket(s) and such a purchaser shall have the option to either cancel their purchase in exchange for a full refund or confirm their purchase at the correct price (any additional

sums due to the Club or partial refund due to the purchaser to be paid as soon as is reasonably possible).

- 2.10. The sale of Away Match Tickets is subject to the purchaser providing the Club with full payment of the relevant price at the time of booking. Purchasers who provide the Club with debit or credit card payment details authorise the Club to use those details to fulfil payment of the price and other fees attributable to the relevant Away Match Ticket(s).
- 2.11. The issue of an Away Match Ticket and subsequent access to the Host Stadium is subject to the Terms and Conditions of Entry (including the PL Commitment).
- 2.12. Away Match Tickets issued under these Away Match Ticket Terms and Conditions are for the use of Club supporters and neutral supporters only. By applying for an Away Match Ticket and/or using the same, you hereby warrant and represent that you are a Club supporter and/or that you are not a Host Club supporter.
- 2.13. It is the responsibility of the Away Match Ticket holder to ascertain the date and kick-off time of all Away Matches, including re-arranged/postponed Away Matches.
- 2.14. The Club and Host Club do not tolerate any form of discrimination including but not limited to: racist, homophobic, sexual or sectarian behaviour, or any form of anti-social behaviour (whether physical, verbal or other). If the Club or Host Club finds any supporter committing any of the above offences or behaviours at the Host Stadium, or via online media or any other media, the Club shall be entitled to impose on the supporter such sanction as it considers appropriate in the circumstances, which may include, without limitation, a lifetime ban from all Club fixtures (home and away) and/or withdrawal of the supporter's Season Ticket or Membership without reimbursement. In addition, supporters could face arrest and prosecution by the police.
- 2.15. The Club reserves the right to remove any priority points awarded as a result of a supporter purchasing an Away Match Ticket(s) should that supporter not then attend the relevant Away Match(es).
- 2.16. The cancellation rights granted to consumers pursuant to The Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013 do not apply to Away Match Ticket purchases. Consequently, purchasers of Away Match Tickets will not be able to cancel an Away Match Ticket purchases except in accordance with these Away Match Ticket Terms and Conditions or as otherwise permitted by English law.

3. Admission to the Host Stadium

- 3.1. By purchasing and/or accepting and/or holding an Away Match Ticket and/or using an Away Match Ticket to gain access to the Host Stadium, you:
 - a) certify that you that you have read, understood and accepted;
 - b) agree to be bound by and to comply with; and
 - c) agree to bring to the attention of others, as required below;the Terms and Conditions of Entry (including the PL Commitment).
- 3.2. An Away Match Ticket permits you to occupy the seat indicated on the Away Match Ticket or such other alternative seat of equivalent value as the Club may allocate to you at its reasonable discretion. All access to the Host Stadium pursuant to an Away Match Ticket shall be for the purposes of private enjoyment of the Away Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 3.3. Nothing in these Away Match Ticket Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Away Match ticket in any subsequent Away Match or season.
- 3.4. Save as set out in Condition 3.5 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Away Match,

any players or other persons present at the Host Stadium, nor may you bring into the Host Stadium or use within the Host Stadium (or provide to, facilitate or otherwise assist another person to use within the Host Stadium) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the relevant Football Authority (or other relevant governing body, as directed by the Club) and/or the Club. The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Host Stadium in relation to the Away Match, any players or other persons present in the Host Stadium and/or the Host Stadium (whether produced in breach of this Condition 3.4 or pursuant to Condition 3.5 below or otherwise) is hereby assigned to the Premier League (or other relevant Football Authority, as directed by the Club), including by way of present assignment of future copyright pursuant to Section 91 of the Copyright Designs and Patents Act 1988. You further agree (if and whenever required to do so by the Premier League (or other relevant Football Authority, as directed by the Club)) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League (or other relevant Football Authority, as directed by the Club) absolutely and with full title guarantee.

3.5. Mobile telephones and other mobile devices are permitted within the Host Stadium PROVIDED THAT:

3.5.1. they are used for personal and private use only (which for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing or any other communication of any Material for any commercial purposes); and

3.5.2. no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile device may be published nor otherwise made available to any third parties including without limitation, via social networking sites.

3.6. Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear or display within the Host Stadium any sponsorship, promotional or marketing materials. All holders of Away Match Tickets must adhere to any relevant dress code in place at the Host Stadium when attending an Away Match.

3.7. You shall not offer or distribute (either free or for sale by any person) within the Host Stadium any consumer article or commercial product of any nature. For the avoidance of doubt, this Condition shall not prevent the lawful distribution of text publications in any format which do not infringe Condition 3.6 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.

3.8. Without prejudice to the representation set out in Condition 2.1 above, and in light of the Away Match Ticket holders being grouped together in designated areas, any attempt to gain access to the Host Stadium wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for the Host Club or any Club other than the Club, may result in admission being refused or you being ejected from the Host Stadium; in such circumstances no refund or alternative seat will be offered.

3.9. Purchasers and guests agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done (in each case including over the counter, by phone or by social media) that will, or is likely to, bring the name or reputation of the Club into disrepute.

4. Use of Away Match Ticket

4.1. The unauthorised sale or disposal of an Away Match 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, this includes but is not limited to:

4.1.1. offering to sell an Away Match Ticket (including, without limitation, via any website or online auction site);

- 4.1.2. exposing an Away Match Ticket for sale;
- 4.1.3. making an Away Match Ticket available for sale by another person;
- 4.1.4. advertising that an Away Match Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that an Away Match Ticket may not be offered as a prize in any promotion or competition;
- 4.1.5. transferring, lending or selling an Away Match Ticket to any third party as part of a hospitality or travel package; and
- 4.1.6. giving (or offering to give) an Away Match Ticket to a person who pays or agrees to pay for some other goods or services (or offers to do so);

all save as expressly authorised by the relevant Football Authority or the Club.

- 4.2. The Club will inform the police as soon as it becomes aware that an Away Match Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking this law. If you are convicted of a ticket touting offence, or the Club reasonably suspects you have committed such an offence anywhere in the world, the Club will notify the relevant Football Authority who may in turn notify other football clubs, event holders and/or the relevant law enforcement authorities. The information that the Club shares may include your personal data, including your name, contact details, information about the offence and about ticket purchases (including payment details). You acknowledge that the Club will process your personal data in accordance with the Club's Privacy Policy, which can be found at LCFC.com/terms. We will use this to identify and prevent ticket touting offences and disorder at matches. If you suspect that ticket touting is taking place in or around the Host Stadium, the Club requests that you promptly report your suspicions to the Host Club, Club and the police.
- 4.3. The Away Match Ticket will remain the property of the Host Club at all times and must be produced together with evidence of your identity if required to do so by any official, steward or employee of the Host Club or any police officer. The Host Club reserves the right to require the immediate return of the Away Match Ticket at any time.
- 4.4. Any Away Match Ticket obtained or used in breach of the Terms & Conditions of Entry (including the PL Commitment) shall be automatically void and all rights conferred or evidenced by such Away Match Ticket shall be nullified. Any person seeking to use an Away Match Ticket in breach of the Terms and Conditions of Entry in order to gain entry to the Host Stadium or remain at an Away Match will be considered to be a trespasser and may be refused entry to, or ejected from, the Host Stadium in respect of a particular Away Match and/or may have his/her Away Match Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this Condition 4.4, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any person(s) as it sees fit in connection with such matters, including imposing a ban on such supporter from the Stadium for future home and/or away matches and the removal of any further right or ability to purchase either home match tickets or Away Match Tickets.
- 4.5. If a purchaser or Guest suspects that ticket touting is taking place in or around the Host Stadium, the Club requests that they promptly report their suspicions to the Host Club and to the police.

5. Changes to Dates, No Refunds and Exchanges

- 5.1. No guarantees can be given by the Club that the Away Match will take place at a particular time or on a particular date. Subject to Condition 5.2 below, the Club and/or the Host Club reserves the right to reschedule any Away Match without notice and without any liability whatsoever. No refunds shall be due and payable by the Club for any Away Match Tickets purchased through the Club.

- 5.2. Away Match Tickets are non-refundable and non-transferable. Refunds will only be considered in exceptional circumstances and any refunds will be solely at the Host Club's discretion. In all cases, the Host Club's decision is final.

6. Forgotten, Lost or Stolen Away Match Tickets

- 6.1. In order to gain admission to the Host Stadium, the Away Match Ticket must be presented in its entirety at the Away Match.
- 6.2. The Host Club shall not be obliged to issue any replacement for a forgotten, lost, stolen or damaged Away Match Ticket.

7. Cancellation and Withdrawal of Away Match Ticket

- 7.1. Without prejudice to any other remedies it may have, the Club shall have the right, at its absolute discretion, in the case of any serious or persistent breach of these Away Match Ticket Terms and Conditions or the Terms and Conditions of Entry (including any activity in contravention of the PL Commitment) to cancel and withdraw any Away Match Ticket issued to a purchaser.
- 7.2. If an Away Match Ticket holder is not 18 years old or over, his/her parent(s) and/or guardian(s) are responsible for their actions, conduct and compliance with the Terms and Conditions of Entry.
- 7.3. In the event that your Away Match Ticket is withdrawn or cancelled for any reason whatsoever, the Club reserves the right to exclude you from King Power Stadium and/or to impose a banning order upon you and/or to withdraw your Season Ticket or Membership and/or to disqualify you from applying for any Home Match ticket, Away Match ticket or Season Ticket at its discretion, and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification). Where your Away Match Ticket is withdrawn or cancelled following a determination that you engaged in prohibited activity under the PL Commitment, the Club (and/or Host Club) will also notify the Premier League and all other football clubs in the Premier League competition to ensure that the applicable sanction is enforced by all such clubs.

8. Filming and Photography

- 8.1. All Away Match Ticket holders who enter the Host Stadium acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Host Club or others (including the relevant Football Authority, commercial partners and accredited media organisations), and use of an Away Match Ticket to enter the Host Stadium constitutes consent to such use in perpetuity, by way of any present or future media, for any purpose deemed reasonable by the Host Club. You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of these Away Match Ticket Terms and Conditions or the Terms and Conditions of Entry (including any breach of the PL Commitment). Information about the Club and/or Host Club's use of personal data will be brought to Away Match Ticket holders' attention by the Club and/or Host Club (see for example any applicable privacy policy, signage and/or other forms of announcement in or around the Host Stadium). Away Match Ticket holders should contact the Club for further information..
- 8.2. Further to Condition 8.1 above, if such person is under 18 years of age, either (i) the parent, guardian or responsible adult who is accompanying them into the Stadium shall be deemed to have provided consent on their behalf, or (ii) to the extent that such person is not accompanied by a parent, guardian or responsible adult, by that person entering the Stadium, that person's parent or guardian shall be deemed to have provided consent on their behalf.
- 8.3. All Away Match Ticket holders agree that the matches for which Away Match Tickets have been purchased are public, and that their appearance and actions inside and in the perimeter of the Host Stadium where an Away Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Away Matches.

9. Exclusion of Liability

- 9.1. The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Host Stadium except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- 9.2. Neither the relevant Football Authority nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Away Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 9.3. Subject to Condition 10.1 (COVID-19), the Club expressly excludes all liability resulting from:
 - 9.3.1. any failure or delay by the Club in carrying out any of its obligations under these Away Match Ticket Terms and Conditions;
 - 9.3.2. the alteration of the dates and times of Away Matches; and
 - 9.3.3. the abandonment, postponement or cancellation of Away Matches.
- 9.4. The Club shall have no liability whatsoever to any purchaser and/or Guest for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

10. General

- 10.1. **COVID-19.** The Club reserves the right to amend these Away Match Ticket Terms and Conditions (and/or the basis on which the Away Match Tickets) as it determines, in order to retain the appropriate flexibility to ensure an appropriate and fair approach in respect of any circumstances arising from the COVID-19 pandemic. This may include, without limitation, the Club making any such amendments as are required or recommended in order to comply with applicable laws, regulations or guidance.
- 10.2. Without prejudice to Condition 10.1, the Club reserves the right to make further changes these Away Match Ticket Terms and Conditions from time to time, and shall notify you of such changes if they materially affect your rights as a consumer.
- 10.3. You acknowledge that the Club will hold and process data relating to you, which may include personal data for administrative and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's then current privacy policy available on the Club's official website.
- 10.4. The invalidity or partial invalidity of any provision of these Away Match Ticket Terms and Conditions shall not prejudice or affect the remainder of these Away Match Ticket Terms and Conditions, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 10.5. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Away Match Ticket Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy.
- 10.6. The Terms and Conditions of Entry constitute the entire agreement between the Club and the Away Match Ticket holder and neither the Club nor the Away Match Ticket holder shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Terms and Conditions of Entry which is not set out therein.
- 10.7. If there is any conflict, ambiguity or inconsistency between any provision of these Away Match Ticket Terms and Conditions and any provision of the Host Stadium Regulations, the relevant provision of these Away Match Ticket Terms and Conditions shall take precedence.
- 10.8. Notwithstanding any other provision in these Away Match Ticket Terms and Conditions and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Away Match

Ticket Terms and Conditions. Nothing in these Away Match Ticket Terms and Conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

10.9. These Away Match Ticket Terms and Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Away Match Ticket Terms and Conditions (including in relation to any non-contractual disputes or claims).

10.10. In the event of any conflict between these Away Match Ticket Terms and Conditions and the Host Club Ticket Terms and Conditions, the terms of the latter shall prevail.