



**Burnley
Football
Club.**

Terms & Conditions - Away Match Tickets

BURNLEY FOOTBALL CLUB LIMITED

AWAY MATCH TICKET

CONDITIONS OF ISSUE

1. Issue of Away Match Ticket

1.1 The issue of an Away Match Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry found on this page

1.2 Away Match Tickets are for the use of supporters of the Visiting Club and neutrals only. By applying for an Away Match Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Visiting Club and/or that you are not a supporter of the Club.

2. Admission to the Ground

2.1 By purchasing and/or accepting and/or holding an Away Match Ticket and/or using an Away Match Ticket to gain access to the Ground, you: (a) certify 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 & Conditions of Entry.

2.2 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 Ground pursuant to an Away Match Ticket shall be for the purposes of private enjoyment of the Match only, not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).

2.3 Save as set out in clause 2.4 below, you shall not bring into or use within the Ground, or otherwise provide to, facilitate or otherwise assist any other person to use within the Ground, any equipment or technology that is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Match or any aspect of it

("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 PL and/or the Club and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the PL, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988.

2.4 Mobile telephones are permitted within the Ground, provided that they are used for personal and private use only (which, for the avoidance of doubt, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating of any Material for any commercial purpose).

2.5 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 Ground any sponsorship, promotional or marketing materials.

2.6 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 2.5 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.

2.7 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Terms & Conditions of Entry.

3. Use of Away Match Ticket

3.1 Subject to clause 3.3 below, the Away Match Ticket is issued for your sole use and you shall not sell, dispose of, assign, transfer or otherwise deal with the Away Match Ticket or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Away Match Ticket for any commercial purpose. The reference to selling the Away Match Ticket includes: (a) offering to sell an Away Match Ticket (including, without limitation, via any website or online auction site); (b) exposing an Away Match Ticket for sale; (c) making an Away Match Ticket available for sale by another person; (d) advertising that an Away Match Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that this Away Match Ticket may not be offered as a prize in any promotion or competition; (e) transferring, lending or selling an Away Match Ticket to any third party as part of a hospitality or travel package; and (f) 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 PL or the Club.

3.2 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. The Club will inform the police when 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 we reasonably suspect you have committed such an offence, we will notify the PL who may in turn notify other Premier League clubs and/or the relevant law enforcement authorities. The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences and disorder at matches.

3.3 If more than one Away Match Ticket is issued to you, one Away Match Ticket must be retained by you for personal use (subject to the provisions below) and the remainder may be transferred to your Guest(s) for his/her/their personal use only PROVIDED THAT such transfer takes place in consideration of no payment or benefit in excess of the face value of the Away Match Ticket and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer to any Guest will be subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 4.3 below) apply to and bind each Guest as if he/she was the original purchaser of the Away Match Ticket (and you must inform the Guest(s) of this). You will provide the name and address of your Guest(s) when asked to do so by any official, steward or employee of the Club and/or any police officer. In the event that you and/or your Guest(s) are unable to use any Away Match Ticket then you may transfer that Away Match Ticket(s) to a natural person who is known to you personally and who would be entitled (under the Terms & Conditions of Entry and otherwise) to purchase such Away Match Ticket and attend such Match PROVIDED THAT such transfer takes place in consideration of no payment or benefit in excess of the face value of the Away Match Ticket, and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. Such transfer will be subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 4.3 below) apply to and bind the transferee as if he were the original purchaser of the Away Match Ticket (and you must inform the transferee of this). You will provide the name and address of the transferee when asked to do so by any official, steward or employee of the Club and/or any police officer.

3.4 The Away Match Ticket will remain the property of the 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 Club or any police officer. The Club reserves the right to require the immediate return of the Away Match Ticket at any time.

3.5 Any Away Match Ticket obtained or used in breach of the Terms & Conditions of Entry 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 Ground or remain at a Match may be considered to be a trespasser and may be refused entry to, or ejected from, the Ground in respect of a particular 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 clause 3.5, no refund shall be payable. The Club further reserves its right to take any legal or disciplinary action against any

person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of the Away Match Ticket.

4. Changes to Dates, Refunds & Exchanges

4.1 No guarantees can be given by the Club that the Match will take place at a particular time or on a particular date. Subject to clause 4.2 below, the Club reserves the right to reschedule any Match without notice and without any liability whatsoever.

4.2 In the event of the postponement or abandonment of the Match (or if the Match has, for any reason, to be played out of view of the public), you will be entitled to receive a full refund (including any booking and/or administration fee) or receive an equivalent ticket for the subsequent re-arranged Match via such application procedure as the Club stipulates. The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

4.3 In order to obtain a refund, the Away Match Ticket must be returned to the Club's ticket office no later than the end of the final working day before the commencement of the rearranged Match. A refund will only be issued on production of identification that the individual requesting the refund is the person to whom the Away Match Ticket was originally sold. For the avoidance of doubt, the final decision belongs to the Ticket Office Manager.

5. Lost or Stolen Away Match Tickets

5.1 In order to gain admission to the Ground, the Away Match Ticket must be presented in its entirety at the Match.

5.2 The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Away Match Ticket.

6. Cancellation & Withdrawal of Away Match Ticket

6.1 Without prejudice to any other remedies it may have, the Club shall have the right in the case of any serious or persistent breach of the Terms & Conditions of Entry to cancel and withdraw any Away Match Ticket issued to you. In the event of such cancellation no refund will be paid. Without prejudice to the general nature of the above, the following actions shall constitute serious breach of the Terms & Conditions of Entry:

6.1.1 smoking in designated non-smoking areas (including, for the avoidance of doubt, the smoking of electronic cigarettes and any other vapour omitting substitutes);

6.1.2 being (or appearing to be) drunk or intoxicated;

6.1.3 persistent standing in seated areas whilst the Match is in progress;

- 6.1.4 the sale or transfer (save as permitted) of an Away Match Ticket to any person;
- 6.1.5 the deliberate misuse of an Away Match Ticket;
- 6.1.6 any misrepresentation in relation to clause 1.2 above;
- 6.1.7 the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
- 6.1.8 the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;
- 6.1.9 the use of foul, obscene, abusive and/or racist language and/or gestures;
- 6.1.10 the chanting of anything of an indecent or racist nature;
- 6.1.11 fighting, or engaging in and/or inciting violence;
- 6.1.12 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;
- 6.1.13 entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- 6.1.14 the supply of any misleading or incorrect information in any application;
- 6.1.15 any breach of clauses 2.3, 2.4 or 2.5 above; and
- 6.1.16 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Away Match Ticket.

6.2 The Club may conduct security searches where it has reason to believe that any of the breaches set down in 6.1 has either occurred or may occur.

6.3 If an Away Match Ticket holder is not 16 years old or over, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the Terms and Conditions of Entry.

6.4 In accordance with the Club's safeguarding policy, children aged 12 years or under are not permitted to purchase an Away Match Ticket unless accompanied by his/her parent(s) and/or guardian(s) and must be accompanied by his/her parent(s) and/or guardian(s) at all times whilst in the Ground.

6.5 In the event that your Away Match Ticket is withdrawn or cancelled the Club reserves the right to exclude you from any membership scheme maintained or organised by the Club and/or to disqualify you from applying for any Match ticket or season ticket at its discretion, and to notify FIFA, UEFA, The Football Association, PL, The Football League and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

7. Filming, photography and taping

7.1 All Away Match Ticket holders who enter the Ground 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 in televised coverage of the game and/or for promotional or marketing purposes by the Club, the PL or others, and use of an Away Match Ticket to enter the Ground constitutes consent to such use.

8. Exclusion of Liability

8.1 The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground 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.

8.2 Neither the PL nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.

9. General

9.1 The Club reserves the right to change these Conditions of Issue from time to time, and shall notify you of such changes if they materially affect your rights as a consumer.

9.2 You consent to the Club holding and processing data relating to you 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 privacy policy available upon request to the Club.

9.3 The invalidity or partial invalidity of any provision of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of these Conditions of Issue 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.

9.4 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Conditions of Issue or by law shall not constitute a waiver of that right, power or remedy.

9.5 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.

9.6 Notwithstanding any other provision in these Conditions of Issue and with the exception of FIFA, UEFA, The FA, PL and the Football League, 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 Conditions of Issue. Nothing in these terms of 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.

9.7 These Conditions of Issue 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 Conditions of Issue (including in relation to any noncontractual disputes or claims).

10. Definitions

In the Conditions of Issue the following words and phrases shall have the following meanings:

"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 Match.

"Conditions of Issue" means these terms and conditions governing the issue and use of an Away Match Ticket.

"Ground" means the Turf Moor and all other locations owned, occupied or utilised by the Club.

"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 the Ground.

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

"Match" means that Premier League football match in which the Club participates and that takes place at the Ground during Season 2017-2018 as designated upon the ticket to which these Conditions of Issue apply.

"Terms & Conditions of Entry" means each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League ("PL") and The Football League; the Ground Regulations; and the Conditions of Issue.

"Visiting Club" means the football club playing against the Club.

