

Season 2021/22 Hospitality Booking T&Cs

The Arsenal Hospitality website (this "Website") is available to Seasonal Executive Box Holders, Diamond Club Members, The Avenell Club Members, Seasonal Club Level (Platinum) Members, and persons attending Executive Box or Club Level on a match-by-match basis, who wish to purchase or manage bookings for catering, hospitality or parking services for an Event, and to persons wishing to purchase premium Matchday Experiences for an Event. Save where specified otherwise, this Website cannot be used to purchase tickets to Events other than as part of a hospitality package – for more information on booking tickets please visit www.arsenal.com.

These terms and conditions, together with the documents which are referenced, set out the terms upon which you may purchase or manage Services (as defined below) through this Website. For the meaning of certain defined terms please see clause 17 below.

Please read these terms and conditions carefully before using this Website or placing an order. By booking a Service (as defined below) through this Website, you confirm that you have read and agree to be bound by these terms and conditions.

1. INFORMATION ABOUT US

This Website is controlled by The Arsenal Football Club Plc ("We", "Our", "Us", "Arsenal" or "Club"). We are registered in England and Wales under company number 109244 and our registered office is at Highbury House, 75 Drayton Park, London N5 1BU. Our VAT number is 769406787.

2. SERVICES

2.1 This Website may be used: to purchase Matchday Experiences; to book or manage Catering Facilities for the executive boxes and/or hospitality areas in Emirates Stadium; and/or to manage bookings for Car Parking (together, the "Services"), as follows:

- (a) any person may use the Website to purchase a Matchday Experience;
- (b) any Ticket Holder may use the Website to book or manage Catering Facilities for an executive box (where applicable) and/or for the hospitality facilities in Emirates Stadium; and
- (c) Seasonal Executive Box Holders, Diamond Club Members, The Avenell Club Members and Seasonal Club Level Members may also use the Website to manage any entitlements to Car Parking under the terms of their Executive Box Licence, Diamond Club Seat Licence, The Avenell Club Seat Licence or Club Level Seat Licence (as applicable).

2.2 All Services are subject to the provisions of the Standard Terms and Conditions at Schedule 1.

2.3 The Club sells all catering services booked through this Website as agent for Delaware North Companies (UK) Ltd ("DNC"). All such services will be provided by DNC. As a result, your rights and obligations in relation to all such catering services shall be enforceable against DNC only and the Club shall have no liability to you or any guest in connection with such catering services.

2.4 These terms and conditions are subject to the terms and conditions of any Executive Box Licence, Club Level Seat Licence, The Avenell Club Seat Licence or Diamond Club Seat Licence between you and the Club (copies of which can be requested from your account manager) or, in the case of a Matchday Experience, the Club Level (Match-by-Match) Ticket Terms and Conditions, The Avenell Club Terms and Conditions or the Individual Box Ticket Terms and Conditions (as the case may be) for the current season (copies of which are available at www.arsenal.com/ticket-membership-terms). In the event of any conflict with these terms and conditions, the terms of the applicable Executive Box Licence, Club Level Seat Licence, Diamond Club Seat Licence or (in the case of a Matchday Experience) the Club Level (Match-by-Match) Ticket Terms and Conditions or the Individual Box Ticket Terms and Conditions (as the case may be) shall prevail.

2.5 As a result of the COVID pandemic, 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 or the Regulations in relation to a COVID Event. In the event of any conflict or inconsistency between the provisions of these terms and conditions and any such Applicable Law or Regulation, the relevant Applicable Law or Regulation shall prevail.

3. YOUR STATUS

3.1 If you are a consumer then references in these terms and conditions to “you” are to the individual using the Website for private and non-commercial purposes. If you are not a consumer, references in these terms and conditions to “you” are to the business that you have the authority to bind in accordance with clause 3.3.

3.2 If you are a consumer, by placing a booking, you confirm that you are legally capable of entering into binding contracts and are at least eighteen (18) years old (or a parent or guardian has entered into the Agreement on your behalf).

3.3 If you are NOT a consumer you confirm that you have authority to bind the business on whose behalf you are purchasing or managing the Services (as defined below).

4. EXCLUSION OF LIABILITY

4.1 If you are NOT a consumer, the following terms shall apply:

- (a) Save as expressly provided in the Standard Terms and Conditions at Schedule 1, neither the Club nor any Emirates Stadium Company shall be liable to you or any Guest, whether in contract, tort or otherwise, for any indirect, special or consequential loss or damage, or for any (whether direct or indirect) loss of profit, revenue, business, contracts or opportunity. Subject to clause 4.1(d) below, the aggregate liability of the Club and any Emirates Stadium Company to you and/or any Guest in connection with the use of this Website and/or any Agreement, whether in contract, tort or otherwise, including negligence, shall not exceed the amount paid by you to Us pursuant to the Agreement as at the relevant date.
- (b) Neither the Club nor any Emirates Stadium Company shall be responsible for, or shall be liable to you or any Guest in respect of, any loss or damage whatsoever and howsoever suffered by the Guest or any other person in the event of:
 - (i) the unavailability of the relevant part of Emirates Stadium for use by you or any Guest at any Event except as set out in paragraph 6 of Schedule 1;
 - (ii) any damage or destruction to the seats indicated on the booking form or the relevant part of Emirates Stadium (or any or all part(s) thereof) whether or not by a cause against which the Club is from time to time insured; or
 - (iii) subject to clause 10 below, the cancellation, suspension, postponement, rescheduling or relocation of any Event.
- (c) Without prejudice to the above clauses 4.1(a) and (b), neither the Club nor any Emirates Stadium Company shall be in breach of, or deemed to be in breach of, any provision of any Agreement if it fails to perform in whatever manner, any of its obligations under the Agreement by reason of any fact, matter or circumstance which is beyond the reasonable control of the Club or the Emirates Stadium Company, nor shall the Club or any Emirates Stadium Company be in breach of any Agreement by reason of compliance with Applicable Law and/or the Regulations including, without limitation as a consequence of any restrictions required by Applicable Law and/or the Regulations due to a COVID Event.

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- (d) Notwithstanding any provision in the Agreement, none of the Club nor any of the Emirates Stadium Companies seeks to exclude or limit its liability (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by its negligence or the negligence of any of its officers, employees or agents; (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.
- (e) You shall indemnify and keep indemnified (on an after-tax basis) the Club and each Emirates Stadium Company from and against all loss, costs, liability, claims or damage which the Club or any Emirates Company incurs or suffers as a result of any breach of an Agreement or any act or omission of you or any Guest including for the cost of any damage to Our property or facilities (including the cost of repairs, maintenance, replacement or cleaning of the executive boxes, hospitality areas, car parking facilities or any other areas of Emirates Stadium to which you or any Guest has access, or any fixtures or fittings therein, resulting from any act or omission of you or any Guest other than as a result of fair wear and tear).

4.2 If you are a consumer, the following terms shall apply:

- (a) The Club only provides the Services for your domestic and private use and you agree not to use the Services for any commercial or business purposes, and neither the Club nor any Emirates Stadium Company has any liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- (b) Subject to clause 4.2(f) below, the aggregate liability of the Club and any Emirates Stadium Company to you and/or any Guest in connection with the use of this Website and/or any Agreement, whether in contract, tort or otherwise, including negligence, shall not exceed the amount paid by you to Us pursuant to the Agreement as at the relevant date.
- (c) If the Club fails to comply with these terms and conditions, the Club is responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or the Club's negligence, but neither the Club nor any Emirates Stadium Company is responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Club's breach or if it was contemplated by you and the Club at the time that you purchased the Services.
- (d) To the fullest extent permitted by law, neither the Club nor any Emirates Stadium Company shall be responsible for, or shall be liable to you or any Guest in respect of, any loss or damage whatsoever and howsoever suffered by the Guest or any other person in the event of:
 - (i) the unavailability of the relevant part of Emirates Stadium for use by you or any Guest at any Event except as set out in paragraph 6 of Schedule 1;
 - (ii) any damage or destruction to the seats indicated on the booking form or the relevant part of Emirates Stadium (or any or all part(s) thereof) whether or not by a cause against which the Club is from time to time insured; or
 - (iii) subject to clause 10 below, the cancellation, suspension, postponement, rescheduling or relocation of any Event.
- (e) Except as otherwise set out in these terms and conditions, and to the fullest extent permitted by law, neither the Club nor any Emirates Stadium Company shall be in breach of, or deemed to be in breach of, any provision of any Agreement if it fails to perform in whatever manner, any of its obligations under the Agreement by reason of any fact, matter or circumstance which is beyond the reasonable control of the Club or the Emirates Stadium Company, nor shall the Club or any Emirates Stadium Company be in breach of any Agreement by reason of compliance with Applicable Law and/or the Regulations including, without limitation as a consequence of any restrictions required by Applicable Law and/or the Regulations due to a COVID Event.

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- (f) Notwithstanding any provision in the Agreement, none of the Club nor any of the Emirates Stadium Companies seeks to exclude or limit its liability (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by its negligence or the negligence of any of its officers, employees or agents; (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.
- (g) If you are a consumer, you shall be responsible for any breach by yourself or a Guest of an Agreement. In the event that the Guest breaches any terms of an Agreement, you and that Guest shall each be held liable for such breach.

5. BOOKING PROCESS

- 5.1 In order to place a booking for any Service(s), please select the relevant Service(s) and date(s) from the options on this Website and provide any further information where requested. All information must be provided in the English language. You will be given an opportunity to identify and correct any input errors before placing an order.
- 5.2 When you place an order for any Service(s), we will send you an automatic confirmation via email. However, the Agreement between Arsenal and you will only be formed upon Our written acceptance of your booking (which may be provided via email). We will not file a copy of each separate Agreement, so We recommend that you print a copy of these terms and conditions for future reference.
- 5.3 Please note all bookings are subject to availability. Where requested Services are unavailable, We will endeavour to find suitable alternatives. Please see Schedule 1 below for further details.
- 5.4 Notice of a confirmed booking together with an invoice will be sent to you by email where possible (or alternatively by post) as soon as details of your payment have been processed and entered onto our system.

6. PRICE AND PAYMENT

- 6.1 The price of all Services will be as quoted on this Website or as otherwise communicated to you at the time of your booking, except in cases of obvious error. Whilst We try to ensure that pricing and other information on this Website is correct at all times, errors may occasionally occur. If We discover an error in the price or nature of the Service you have ordered, We will inform you as soon as possible and give you the option of reconfirming your booking at the correct price/specification or cancelling it. If We are unable to contact you within a reasonable period, We will unfortunately have to treat the booking as cancelled. If the booking is cancelled, We will provide you with a full refund.
- 6.2 Prices quoted on this Website are inclusive of VAT (unless stated otherwise).
- 6.3 Prices quoted on this Website are liable to change at any time, but (subject to clause 6.1 above) changes will not affect bookings for which you have already paid.
- 6.4 All Services booked online via the Website can be paid for by credit or debit card (and your credit or debit card will be charged upon Our receipt and confirmation of your booking) or by redeeming Arsenal Hospitality e-Gift Vouchers. In addition, Seasonal Executive Box Holders can pay for Services by either (i) bank transfer following receipt of an invoice from Us, or (ii) making pre-payments for Services in accordance with clause 7 below. Diamond Club Members, The Avenell Club Members, any person who has purchased an executive box on a one-off basis or any person who has purchased a Matchday Experience can pay for Services by speaking to their account manager and requesting an invoice for such Services. All payments must be received in fully cleared funds no less than seven (7) days prior to the commencement of the applicable Event or, if booked less than seven (7) days prior to the Event, at the time of booking. We reserve the right to cancel your booking without incurring

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any liability to you whatsoever if you do not make full payment within the foregoing timescales.

- 6.5 If payment is not received for any reason on the due date, interest will accrue daily and be payable on all amounts due and owing to Us at the rate of 4% above the base rate of Barclays Bank plc from time to time.
- 6.6 If any credit card, debit card or other payment processing charges apply, We shall notify you of the same prior to booking and such amount shall be added to the purchase price.
- 6.7 Payment using Arsenal Hospitality e-Gift Vouchers is subject to the additional terms and conditions at Schedule 2.

7. PRE-PAYMENTS (SEASONAL EXECUTIVE BOX HOLDERS ONLY)

- 7.1 Seasonal Executive Box Holders may make pre-payments in respect of the Services set out in these terms and conditions.
- 7.2 In order to make a pre-payment, please advise your account manager of the amount of the pre-payment you wish to make. We will then send you an invoice for the applicable sum. Pre-payments can be made by credit or debit card or bank transfer.
- 7.3 We will hold all pre-payments received from our customers in a dedicated bank account in Our name. No interest will be payable on any pre-payments. We will retain any pre-payments at the end of a season for use by you for the following seasons. At your request, however, We will refund any pre-payments made by you at the end of each applicable season, subject to receipt of an invoice for the applicable sum.
- 7.4 Unless you notify us to the contrary, when you (i) make any booking for a Service using this Website, or (ii) order any Catering Facilities on the day of the Event, We will automatically deduct the relevant sums from any monies that We hold on account for you as a result of a pre-payment. If the money which We hold on account is insufficient to cover the Services that have been ordered, We will notify you and you will be required to settle the outstanding balance. All payments must be received in fully cleared funds no less than seven working days prior to the commencement of the applicable Event otherwise We reserve the right to cancel your booking without incurring any liability to you whatsoever.
- 7.5 If you would like to confirm the amount which We hold on account for you at any time, please contact your account manager. This information will not be available through the Website.
- 7.6 You may only make pre-payments in respect of Services that you intend to order in accordance with these terms and conditions. We reserve the right to refuse to accept any pre-payment where We have a reasonable belief that the same does not relate to Services. Subject to clause 7.7 below, We will only use pre-payments to provide you with Services in accordance with these terms and conditions, and not for any other purposes whatsoever.
- 7.7 We reserve the right at any time to set off any sums which We hold on account for you against any sums or liabilities which you owe to Us, including pursuant to the terms of your Executive Box Licence.

8. AWAY SUPPORTERS AT HOME MATCHES

Whilst We welcome visiting supporters to Emirates Stadium, you are advised that the majority of hospitality guests are Arsenal fans. Visiting supporters are therefore advised to act discreetly and may not wear clothing or accessories affiliated with the visiting team within any of the hospitality facilities. To safeguard all supporters' enjoyment, We require that both home and visiting supporters are respectful to one another, as well as to players, staff and officials. We will not tolerate abusive behaviour towards and anyone considered to be abusive of others will be asked to leave Emirates Stadium.

9. CANCELLATION OF SERVICES

- 9.1 Subject to the terms of these terms and conditions, once booked a Service cannot be cancelled or refunded. You do not have a right to cancel a Service under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, if you are a consumer, you have legal rights if the Club does not comply with its obligations in these terms and conditions 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.
- 9.2 No guarantees can be given by the Club that any Event will take place at a particular time or on a particular date or at a particular capacity. Subject to clause 10 below, the Club reserves the right to cancel or reschedule any Event, or reduce the capacity for the Event, without notice and without any liability whatsoever. It is your responsibility to ascertain the date and start time of any rescheduled Event.

10. REFUNDS

- 10.1 In the event of the cancellation or postponement of an Event, or the spectator capacity for the Event is reduced and your booking is cancelled by the Club, or if any Home Match has, for any reason, to be played out of view of the public, purchasers of a Matchday Experience for the relevant Event will be entitled to receive a refund in accordance with the relevant Club Level (Match-by-Match) Ticket Terms and Conditions, The Avenell Club Terms and Conditions or the Individual Box Ticket Terms and Conditions (as the case may be).
- 10.2 In the event of the cancellation or postponement of an Event prior to the day of the Event, or the spectator capacity for the Event is reduced and your booking is cancelled by the Club, or if any Home Match has, for any reason, to be played out of view of the public, purchasers of Catering Facilities will be entitled to receive a full refund on Catering Facilities purchased direct from the Club or receive the equivalent Catering Facilities for the subsequent re-arranged Event (if any) via such application procedure as the Club stipulates, subject to any and all applicable terms and conditions. If the Event is abandoned, postponed or cancelled on the day of the Event and after the commencement of the provision of the applicable Catering Facilities, the Club will offer you a fair and proportionate refund (at the Club's reasonable discretion) taking into account the value of any Catering Facilities you have received. If you are NOT a consumer, neither the Club nor any Emirates Stadium Company will have any further, or other, liability whatsoever, including (but not limited to) any indirect or consequential loss or damage including (but not limited to) loss of enjoyment or travel or accommodation costs. If you are a consumer, the Club only provides the Catering Facilities for your domestic and private use and you agree not to use the Catering Facilities for any commercial or business purposes, and neither the Club nor any Emirates Stadium Company has any liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or loss of enjoyment.
- 10.3 In order to obtain a refund on Catering Facilities in accordance with clause 10.2 above, a written request must be received by the Club's hospitality team no later than seven (7) working days prior to the time of the advertised start of the applicable Event, unless the Event in question is postponed or abandoned with less than two (2) weeks' notice in which case the written request must be received by the Club's hospitality team at least seventy-two (72) hours prior to the time of the advertised kick off or start time of the Event.
- 10.4 If you cancel an order for Catering Facilities in full more than fourteen (14) working days prior to the Event you will not be charged. If you cancel your order in part more than fourteen (14) working days prior to an Event you will not be charged for the Catering Facilities cancelled. If the cancellation occurs between fourteen (14) and three (3) working days before an Event then you must pay 50% of the full balance (for the food element only) of the original order - the same also applies if Guest numbers are reduced. If the cancellation occurs three (3) working days or less before an Event then you must pay the full balance (for the food element only) of the original order - the same also applies if Guest numbers are reduced. If you have

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not previously paid for the applicable Catering Facilities in full prior to cancellation, you must pay Us any outstanding sums due pursuant to this clause immediately on demand by Us.

- 10.5 A refund (including any booking fee) will only be issued on production of identification that the person requesting the refund is the person to whom the Catering Facilities were originally sold. In the event of any dispute, the final decision belongs to the Club.
- 10.6 For the purposes of this clause 10 “working day” means any day which is not a Saturday or Sunday or public holiday in England.
- 10.7 Please see your applicable Executive Box Licence, Club Level Seat Licence, Diamond Club Seat Licence or (in the case of a Matchday Experience) Club Level (Match-by-Match) Ticket Terms and Conditions, The Avenell Club Terms and Conditions or the Individual Box Ticket Terms and Conditions (as the case may be) for details of your rights in respect of refunds and exchanges of tickets purchased from the Club in the event of the cancellation or postponement of an Event prior to the day of the Event, or the spectator capacity for the Event is reduced and your booking is cancelled by the Club, or if any Home Match has, for any reason, to be played out of view of the public.

11. CONTACTING US

- 11.1 If you have a query about a booking, wish to cancel or amend a booking, wish to request further information about any Services, or wish to make a complaint about any Services, please email Us at:

Seasonal Executive Box Holders: executivebox@arsenal.co.uk;
Diamond Club Members: diamondclub@arsenal.co.uk;
Club Level Members: platinum@arsenal.co.uk;
The Avenell Club Members: avenell@arsenal.co.uk;
Other Ticket Holders: hospitality@arsenal.co.uk;

or call on 0345 262 0001.

Alternatively, you can write to your account manager at Arsenal Football Club, Highbury House, 75 Drayton Park, London N5 1BU.

- 11.2 The service of any process in any legal action or proceedings arising out of or in connection with an Agreement must be given to The Arsenal Football Club PLC by email to legalnotices@arsenal.co.uk or by first -class prepaid post addressed to Legal Department, Arsenal Football Club, 75 Drayton Park, Highbury House, London N5 1BU. Notices will be deemed received twenty-four (24) hours after an e-mail is sent, or three (3) days after the date of posting of any letter.

12. TRANSFER OF RIGHTS AND OBLIGATIONS AND RESALE

- 12.1 The Services provided pursuant to the terms of any Agreement are for the sole use of you and your Guests and you shall not sell, assign, transfer or otherwise dispose of such Services (or any of your benefits, rights or obligations arising under an Agreement) to any other person without Our express prior written consent.
- 12.2 We may transfer, assign, charge, sub-contract or otherwise dispose of any Agreement, or any of Our rights or obligations arising under it, at any time.

13. WAIVER

No waiver by Us of any part of an Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you by notice in writing.

14. SEVERABILITY

If any of these terms and conditions or any provisions of an Agreement are determined by any

competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. ENTIRE AGREEMENT

The Agreement, the relevant ticket terms and conditions for the Event (which can be found at <https://www.eticketing.co.uk/arsenal/>), the Ground Regulations (on display at Emirates Stadium and published at <https://www.arsenal.com/ticket-membership-terms>) and any other documents expressly referred to in the foregoing represent the entire agreement between you and Us in relation to the subject matter of any Agreement and supersede any prior agreement, understanding or arrangement between Us and you, whether oral or in writing.

16. LAW AND JURISDICTION

16.1 If you are a consumer, please note that these terms and conditions are governed by English law. This means that your purchase of Services and any dispute or claim arising out of or in connection with it 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.

16.2 If you are NOT a consumer, 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).

17. DEFINITIONS

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

"Agreement" means the contract between the Club and you in respect of each order concluded through this Website, which comprises: (i) these terms and conditions (including these Standard Terms and Conditions); (ii) any documents referred to in these terms and conditions; and (iii) the individual Services booked by you through this Website which have been accepted by us in writing, together with any Services booked on the day of an Event;

"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 you and/or any Guest is subject and which is relevant to the Club and/or you and/or the Guest's rights or obligations under these terms and conditions (as the case may be);

"Car Parking" means the provision of such car parking space(s) in such areas in the vicinity of Emirates Stadium as may be notified by the Club from time to time;

"Catering Facilities" means the refreshments services provided by or on behalf of the Club in the executive boxes and/or hospitality areas at Emirates Stadium, as determined by the Club from time to time;

"COVID" means the coronavirus disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), also known as 'COVID-19', and/or any variations or mutations thereof;

"COVID Event" means COVID and/or any other epidemic(s) or pandemic(s);

"Emirates Stadium Company" means Arsenal (Emirates Stadium) Limited and any other company in the same group of companies as Arsenal, together with their respective successors in title and any operator or manager of Emirates Stadium;

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"Event" means any Home Match or other sporting, cultural, musical or similar event or activity taking place at Emirates Stadium;

"Guest" means any person in respect of whom you purchase Services from time to time;

"Home Match" means any football match taking place at Emirates Stadium;

"Matchday Experiences" means tickets purchased by you pursuant to an Agreement each of which gives the holder of such ticket the right of admission to Emirates Stadium for the relevant Event together with the right of admission to the applicable hospitality facilities;

"Regulations" means the provisions from time to time of the general safety certificate applying to Emirates Stadium, the bye-laws, rules, regulations, orders, directions, codes of practice and other guidelines of the London Borough of Islington, the Metropolitan Police Service, the London Fire Brigade, the Footballing Licensing Authority, The FA Premier League Limited, The Football Association Limited (FA), the Federation Internationale de Football Association (FIFA), the Union des Associations Européennes de Football (UEFA) and any other authority or organisation that has jurisdiction or authority in relation to the holding of Events from time to time; and

"Ticket Holder" means Seasonal Executive Box Holders, Diamond Club Members, The Avenell Club Members, Seasonal Club Level (Platinum) Members and any other person who has purchased a ticket (whether as part of a Hospitality Package or otherwise) which provides the right of admission to a Club Level seat or executive box at Emirates Stadium for the relevant Event, in each case which has been validly sold or provided to the holder by or with the authority of the Club.

Schedule 1

Standard Terms and Conditions

1. SEATING

- 1.1 Unless otherwise stated, the Club cannot guarantee the location of your seat(s) for an Event.
- 1.2 If applicable to your Matchday Experience, the block, row and seat number of your booked seat(s) (the "Seat(s)") will be notified to you as appropriate and the relevant details for each such Seat shall be set out on the relevant order confirmation. The location of the Seat(s) is subject to change, but any such change will be notified to you by the Club.

2. USE OF EXECUTIVE BOXES AND HOSPITALITY AREAS

- 2.1 Subject to Applicable Law, Regulation and the Ground Regulations, access to Emirates Stadium and the relevant executive box and/or hospitality area confirmed to you by the Club for the applicable Event will be permitted during the relevant times confirmed to you by the Club (the "Relevant Times"), upon presentation by you or your Guests of an appropriate ticket or other accreditation. In respect of Home Matches, the Relevant Times are as follows:
 - (a) from two-and-a-half hours before the time of the kick off until two hours after the end of the Home Match (save for midweek evening Home Matches); or
 - (b) for midweek evening Home Matches, from 17:30 hours until 23:00 hours.
- 2.2 The use of all executive boxes and/or hospitality areas by you and your Guests will be subject to (i) the terms of any applicable Executive Box Licence, Club Level Seat Licence, The Avenell Club Seat Licence or Diamond Club Seat Licence between you and the Club or, in the case of a Matchday Experience, the Club Level (Match-by-Match) Ticket Terms and Conditions, The Avenell Club Terms and Conditions or the Individual Box Ticket Terms and Conditions (as the case may be) for the current season (copies of which are available at

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www.arsenal.com/ticket-membership-terms); and (ii) the terms of the applicable Agreement. In the event of any conflict with the applicable Agreement, the terms of the applicable Executive Box Licence, Club Level Seat Licence, Diamond Club Seat Licence or (in the case of a Matchday Experience) the Club Level (Match-by-Match) Ticket Terms and Conditions or the Individual Box Ticket Terms and Conditions (as the case may be) shall prevail.

- 2.3 Neither you nor any Guest will be entitled to admission to Emirates Stadium except on presentation at the designated entrance to Emirates Stadium of a valid ticket, and by complying with such other checks on admission as the Club, any Emirates Stadium Company, the police or any other authority responsible for control and safety at Emirates Stadium may impose from time to time including, without limitation, if required by the Club, providing photographic proof of identity, and/or other such information and/or documentation as may be required by Applicable Law, Regulation and/or the Club regarding a COVID Event.
- 2.4 All tickets and/or passes issued by or on behalf of the Club remain the property of the Club and must be returned to the Club immediately on request.

3. CATERING

- 3.1 Subject to any restrictions and/or requirements of Applicable Law, Regulation and/or the Club from time to time in respect of a COVID Event, the Club shall procure the provision (by any third party or other entity appointed by the Club, in its sole discretion, for this purpose (the "Catering Supplier")) of Catering Facilities in the executive boxes and hospitality areas during the Relevant Times (excluding, where applicable, those times during the Relevant Times in which play in any Home Match is in progress).
- 3.2 The Club may from time to time, but shall be under no obligation whatsoever, to provide or procure the provision of any refreshments to the executive boxes and/or hospitality areas at other times and on other occasions than the Relevant Times.
- 3.3 The provision of any refreshments (including, without limitation, alcoholic beverages) to any persons in the executive boxes and/or hospitality areas shall be subject to all relevant legal restrictions applicable to the Club, the Catering Supplier, any Emirates Stadium Company and/or Emirates Stadium (including, without limitation, all restrictions imposed by, and any regulation of, any relevant licensing or other governing body or authority) and the grant of any necessary consents or licences, and any restrictions and/or requirements of Applicable Law, Regulation and/or the Club from time to time in respect of a COVID Event. When attending any Home Match you shall, and shall procure that each Guest shall, consume all alcoholic drinks only within the interior of the executive boxes and/or hospitality areas and not within sight of the pitch. The Club and the Catering Supplier reserve the right to refuse to serve alcoholic beverages to any person who appears to be under the age of twenty-five (25) and cannot provide satisfactory photographic proof of age, or who appears to be intoxicated or otherwise does not comply with the provisions of any Agreement.
- 3.4 The only refreshments which may be consumed in the executive boxes and/or hospitality areas are those supplied by the Club pursuant to the provisions of this paragraph 3. You shall not, and shall procure that your Guests do not, bring any food, drink or other refreshments into the executive boxes and/or hospitality areas for consumption by any person or for any other reason.

4. CAR PARKING

- 4.1 Emirates Stadium is situated in a mainly residential area with an extensive Event day car parking scheme in operation. Only car owners with a resident's permit or official Emirates Stadium car parking pass are allowed into the area.
- 4.2 Executive Box Holders, Diamond Club Members and a limited number of Club Level Members are entitled to certain Car Parking access in accordance with the terms of their Executive Box Licence, Diamond Club Seat Licence or Club Level Seat Licence (as applicable), which may be booked online through this Website. All Car Parking must be booked online via this Website at least 72 hours prior to the Event.

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- 4.3 Car Parking bookings may be made on a seasonal or per-Event basis.
- 4.4 All car parking passes must be displayed in the coloured hanger provided and hung on the rear-view mirror of your car prior to your arrival at Emirates Stadium and at all times whilst in the parking facility. In the event a different person or vehicle uses the Emirates Stadium parking facility it is your responsibility to deliver the hanger to them.
- 4.5 All passes will be checked on entry to the parking facility. If you do not display the registered pass, you may be refused entry to the facility.
- 4.6 Car Parking will only be available at the times notified to you by the Club from time to time. Cars attempting to enter the parking facility outside this time may be turned away and cars left in the parking facility at the expiry of this time may be towed or liable for additional costs at the discretion of the Club.
- 4.7 You must comply with all instructions on the signage at the parking facility and the directions of the Club's traffic management staff.
- 4.8 The parking facility may only be used by the holder of a valid Car Parking pass for the purpose of attending an Event at Emirates Stadium. The parking facility may not be used for any other purpose including any advertising, trade or business.
- 4.9 Subject to clause 4 of the terms and conditions, neither the Club nor any Emirates Stadium Company will be liable for damage to vehicles, personal property or for death or personal injury caused to you or any other person using the parking facility.

5. REPAIRS AND MAINTENANCE

- 5.1 The Club will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the executive boxes and hospitality areas provided that neither the Club nor any Emirates Stadium Company will accept liability for, or be in breach of its obligations by reason of, any breakages or defects to the executive boxes or hospitality areas (or any part thereof) which are not the result of fair wear and tear or are caused by the acts or omissions of you or a Guest. Notwithstanding the foregoing, neither the Club nor any Emirates Stadium Company will be liable for or be in breach of its obligations by reason of any breakages in, or defects to, the executive boxes or hospitality areas if, pursuant to paragraph 6 (Unavailability of Executive Boxes and Hospitality Area) below or otherwise, it provides you or any Guest, with an alternative executive box or hospitality area at Emirates Stadium.
- 5.2 The Club, each Emirates Stadium Company and each of its or their employees, agents or contractors shall have the right at any time to carry out emergency repairs to the executive boxes and hospitality areas or any other areas of Emirates Stadium to which you or any Guest has access, or any fixtures or fittings therein.

6. UNAVAILABILITY OF EXECUTIVE BOXES AND HOSPITALITY AREA

If the Club determines that all or any relevant part of an executive box or hospitality area is unavailable for an Event due to:

- (i) health and safety requirements, the Ground Regulations or other Regulation or Applicable Law;
- (ii) the need for any other repairs or alterations to be made to the executive box or hospitality area (or any relevant part) or any fixtures or fittings therein and such repairs or alterations are in the Club's opinion necessary or desirable (other than as a result of the acts or omissions of you or any Guest at the time of such act or omission); or

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(iii) any other circumstances at the Club's reasonable discretion,

in each case not relating to a COVID Event,

the Club will use its reasonable endeavours to provide you and each Guest, during any such period of unavailability, with equivalent facilities elsewhere in Emirates Stadium for that period, the location of which will be determined by the Club and which, subject to availability, will be as close to the category of facility(s) booked as possible. Where the Club is not able to provide you or a Guest with an alternative facility, you will be entitled to a refund for each relevant facility, in respect of the relevant Event(s), the amount of such refund, and the form and timing thereof, to be determined by the Club acting reasonably.

7. YOU AND YOUR GUESTS' BEHAVIOUR

- 7.1 You shall conduct yourself appropriately, and you shall procure that each Guest shall conduct themselves appropriately at all times, and in accordance with the requirements of any applicable Agreement, and in particular paragraph 8.1 of these Standard Terms and Conditions.
- 7.2 The Ground Regulations form part of the Agreement and, accordingly, you shall, and shall procure that each Guest shall, comply with the Ground Regulations at all times. The Club may change the Ground Regulations at any time in its sole discretion and will display the new Ground Regulations at Emirates Stadium and on the Club's website at <https://www.arsenal.com/ticket-membership-terms>.
- 7.3 You shall ensure that each Guest is aware that if he/she/they is in breach of the Ground Regulations, the Club has the right to remove him/her/them from Emirates Stadium.

8. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 8.1 You shall, and shall procure that each Guest shall, at all times:
- (a) use the executive boxes, hospitality areas, and Emirates Stadium in a proper and lawful manner and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other users of the hospitality areas, spectators or visitors to Emirates Stadium or local residents) or to render void or voidable, in part or whole, any insurance maintained by the Club or any Emirates Stadium Company in respect of Emirates Stadium;
 - (b) ensure that no executive box or hospitality area (or any part thereof) nor any other part of Emirates Stadium to which you or any Guest may be granted access are damaged (fair wear and tear excepted); and
 - (c) comply with all of the rules and regulations imposed by the Club or any Emirates Stadium Company from time to time in respect of admission to, and attendance at, Emirates Stadium, including, without limitation, the Ground Regulations, the relevant ticket terms and conditions for the applicable Event (which can be found at <https://www.eticketing.co.uk/arsenal/>), and the provisions of paragraph 10 (No Smoking Policy) below.
- 8.2 You will not use, and shall procure that no Guest uses, as a gift or prize in any promotion or competition or, other than in accordance with the Agreement, seeks to profit from, any ticket obtained by you pursuant to the Agreement or otherwise or any other benefit provided by virtue of you entering into the Agreement.
- 8.3 You shall not make, and shall procure that no Guest makes, without the prior written consent of the Club, any public statement or announcement linking, or implying any relationship between, or engage in any marketing, advertising or promotional activity which links, or implies any relationship between, you or any Guest and the Club.

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- 8.4 If you or any Guest fail to comply with any of the provisions of this paragraph 8, the Club or any Emirates Stadium Company may, in its sole discretion, and without prejudice to its other remedies, eject you and any and each Guest from Emirates Stadium without any refund. Without prejudice to the generality of, or limiting in any way, the foregoing, the Club or any Emirates Stadium Company may also exclude or remove from Emirates Stadium any person whom it, acting reasonably, believes to be the subject of a banning order or other order restricting or prohibiting him from entering Emirates Stadium or any other stadium, or believes is behaving in such a manner as will or is likely to cause a hazard to safety or security, or cause any contravention by such person, the Club or any Emirates Stadium Company of any laws or Regulations.

9. SECURITY

The Club shall take all reasonable precautions to maintain the security of the executive boxes and hospitality areas but neither it nor any Emirates Stadium Company shall be responsible in any way for the loss of, or damage to, any property of you or any Guest in the executive boxes or hospitality areas or in any other part of Emirates Stadium (including, without limitation, any property left behind by you or any Guest). Notwithstanding the foregoing, the Club and any Emirates Stadium Company shall be entitled to dispose of any property left behind by you or any Guest in the executive boxes, hospitality areas or any other area of Emirates Stadium.

10. NO SMOKING POLICY

- 10.1 Smoking is prohibited within the interior of Emirates Stadium.
- 10.2 The Club, in its discretion, may notify the Ticket Holders of changes to the provisions of the above paragraph 10.1 at any time, and from time to time, by way of notice displayed in the Hospitality Area.

11. RESPONSIBLE DRINKING

To safeguard all supporters' enjoyment, we ask that visitors to Emirates Stadium enjoy alcohol responsibly. The Club will not tolerate drunk and disorderly or abusive behaviour. The Club reserves the right to ask anyone that it reasonably considers to be doing so to leave the Emirates Stadium and may in its discretion, acting reasonably, impose a ban from entering the Emirates Stadium.

Schedule 2

Arsenal Hospitality e-Gift Voucher terms and conditions

Arsenal Hospitality e-gift vouchers ("Arsenal **Hospitality e-Gift Vouchers**") issued by The Arsenal Football Club PLC (registered in England and Wales under company number 109244 with its registered office at Highbury House, 75 Drayton Park, London, N5 1BU) ("**Arsenal**") can be purchased via the website <https://hospitality.arsenal.com> (or such other URL as advised by Arsenal from time to time) (the "**Arsenal Hospitality Website**") to be redeemed against match-by-match hospitality packages for Arsenal home matches at Emirates Stadium ("**Hospitality Packages**").

1. The Arsenal Hospitality e-Gift Vouchers sold on the Arsenal Hospitality Website can be purchased in Pound Sterling, in fixed denominations of £50, £100, £250, £500 and £1,000.

2. REDEMPTION

- 2.1 The Arsenal Hospitality e-Gift Vouchers can be redeemed by telephoning the relevant telephone number set out on the Arsenal Hospitality Website from time to time. Arsenal Hospitality e-Gift Vouchers can only be redeemed against the purchase of Hospitality Packages. Arsenal Hospitality e-Gift Vouchers cannot be redeemed against the purchase of Arsenal match tickets or memberships.

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- 2.2 If the price of any Hospitality Packages purchased using an Arsenal Hospitality e-Gift Voucher is less than the balance on the Arsenal Hospitality e-Gift Voucher, the unused balance will be carried over and can be used towards purchases of Hospitality Packages at a later date.
- 2.3 If your purchase amount exceeds the balance on the Arsenal Hospitality e-Gift Voucher, the remaining amount must be paid by debit or credit card.
- 2.4 You can check the balance of your Arsenal Hospitality e-Gift Voucher by telephoning the Arsenal Premium Sales Team on:
- 0345 262 0001 if calling from within the United Kingdom;
+44 (0)20 7619 5005 if calling from outside of the United Kingdom; or
such other numbers as may be notified or advertised by Arsenal from time to time,
- and standard rates shall apply in respect of such calls.
- 2.5 By purchasing a Hospitality Package with an Arsenal Hospitality e-Gift Voucher, you and any user of the Arsenal Hospitality e-Gift Voucher are bound by the Arsenal Hospitality Website terms and conditions, which are available here: <https://hospitality.arsenal.com/terms-conditions/>.

3. TOPPING UP

- 3.1 Arsenal Hospitality e-Gift Vouchers cannot be topped-up post purchase.

4. RESTRICTIONS

- 4.1 Arsenal Hospitality e-Gift Vouchers and/or any unused balance cannot be redeemed or exchanged for cash.
- 4.2 Refunds will not be given for the purchase of an Arsenal Hospitality e-Gift Voucher, save that
- (a) you may request a full refund at any time within fourteen days from the date on which you purchased the Arsenal Hospitality e-Gift Voucher, provided that the Arsenal Hospitality e-Gift Voucher is unused; and
- (b) you may request a full refund by no later than 30 July 2022 if Arsenal has not offered any Hospitality Packages for sale during the 2021/22 football season in respect of Arsenal's men's first-team matches at the Emirates Stadium,

such refunds to be processed in accordance with the normal Arsenal Return/Exchange Policy available on <https://hospitality.arsenal.com/terms-conditions/>.

- 4.3 Cancelled Arsenal Hospitality e-Gift Vouchers will not be accepted.
- 4.4 Arsenal Hospitality e-Gift Vouchers, and any unused balance, will expire twenty-four (24) months from the date on which the Arsenal Hospitality e-Gift Voucher was last used or (if unused) twenty-four (24) months from the date on which the Arsenal Hospitality e-Gift Voucher was issued.
- 4.5 An Arsenal Hospitality e-Gift Voucher cannot be used to purchase another Arsenal Hospitality e-Gift Voucher.

5. LOSS

- 5.1 Arsenal is not responsible for lost or stolen Arsenal Hospitality e-Gift Vouchers. The Arsenal Hospitality e-Gift Vouchers can be used by anyone in possession of the Arsenal Hospitality e-Gift Voucher and Arsenal personnel are not obliged to check the identity of a person using the Arsenal Hospitality e-Gift Voucher. Arsenal Hospitality e-Gift Vouchers will not be replaced if lost or stolen.