

WEST BROMWICH ALBION FOOTBALL CLUB LIMITED

Stilecard Conditions of Issue 2020/21

1. Issue of Stilecard

- 1.1. The issue of a Stilecard and subsequent access to the Ground is subject to the Terms & Conditions of Entry (including without limitation the Ground Regulations, which can be accessed via the Club's website www.wbatickets.co.uk/default.aspx, at various locations around the Ground or can be provided upon written request to the Club.)
- 1.2. Stilecards are for the use of Club supporters only. By applying for a Stilecard and/or using the same you hereby warrant and represent that you are (1) a supporter of the Club and/or that you are not a supporter of the Visiting Club and (2) you are not prohibited by law from attending any football ground (including the Ground) and are not subject of any football stadium bans, any Club issued bans, football related criminal and/or civil proceedings.
- 1.3. The Stilecard remains the property of the Club at all times and the Stilecard Holder (or any person purporting to be the Stilecard Holder) must produce the Stilecard together with any evidence of identity (including validation of any applicable concession rate) if required to do so by any official, steward or employee of the Club or any police officer. Proof of age or status may be required to validate a concession rate at the point the Stilecard is purchased, the Stilecard is used or attempted to be used to attend a Match and/or when evidence is requested in accordance with this clause 1.3.
- 1.4. The Club reserves the right to require the immediate return of the Stilecard at any time. If you fail to do so, it shall be deemed to be a breach of the Terms & Conditions of Entry.

2. Admission to the Ground

- 2.1. By purchasing and/or accepting and/or holding a Stilecard and/or using a Stilecard to gain access to the Ground you: (a) agree to be bound by and comply with; and (b) agree to bring to the attention of others, as required below, the Terms & Conditions of Entry.
- 2.2. Save in exceptional circumstances and subject to complying with the Terms & Conditions of Entry, a Stilecard permits you (and not additional persons) to access the Ground to watch the relevant Match from the seat indicated on the Stilecard or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion.
- 2.3. To be admitted into the Ground, the Stilecard Holder must present the Stilecard (in whatever format it is provided to the Stilecard Holder by the Club from time to time) at the turnstile reader as directed by the turnstile operator. Admission will be refused to any person who attempts to use the same Stilecard on more than one occasion at the same Match, or use a Stilecard that has been cancelled. Children under 11 years of age on the date of the relevant Match must be accompanied at the Match at all times by an adult aged 18 years of age or older.
- 2.4. All access to the Ground pursuant to a Stilecard shall be for the purposes of private enjoyment of the Match only and not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 2.5. Save as set out in clause 2.6 below, no person (other than a person who holds an appropriate licence and prior authorisation from the Club) shall capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, the Ground and/or any players or other persons present in the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) 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 Premier League/Football League and/or the Club.

- 2.6. Mobile telephones and other mobile and/or electronic devices are permitted within the Ground, **PROVIDED THAT** (a) 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 or transmitting, playing, issuing, showing or any other communication of any Material for any commercial purposes (for the purposes of the Terms & Conditions of Entry this includes without limitation courtsiding betting); and (b) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile and/or electronic device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 2.7. The copyright, database rights and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, the Ground and/or any players or other persons present in the Ground (whether produced in breach of clause 2.5 above, or pursuant to clause 2.6 above, or otherwise) is hereby assigned to the Premier League/Football League/the Club (as applicable), 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/Football League/the Club (as applicable)) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League/Football League/the Club (as applicable) absolutely and with full title guarantee.
- 2.8. 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.
- 2.9. 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 2.7 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.
- 2.10. Without prejudice to any other rights available to the Club, the Club reserves the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry.
- 2.11. A Stilecard Holder is not entitled to re-enter the Ground if they leave the Ground at any time on the relevant Match day, except where the Club expressly approves such re-entry. The Club will only give such approval where the Stilecard Holder has a compelling reason to leave the Ground in the first instance (for example, reasons of medical emergency).
- 2.12. Without prejudice to the warranties at clause 1.2, above, and in light of the Stilecard Holders being grouped together in designated areas, any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, shirts, hats and/or scarves) that demonstrate support for the Visiting Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund (including in respect of any unexpired portion of the Stilecard) or alternative seat will be offered.
- 2.13. Stilecard Holders should be aware that certain seats situated in the lower stands of the Ground may be affected by adverse weather conditions.

3. Use of Stilecards

- 3.1. Subject to clause 3.2 below, Stilecards are personal to the Stilecard Holder and are issued for the Stilecard Holder's sole use and the Stilecard Holder shall not resell, dispose of, assign, transfer, lend or otherwise deal with the Stilecard or the benefit of it to any other person without the prior written consent of the Club. You shall not use the Stilecard for any commercial purpose. The reference to reselling the Stilecard includes: (a) offering to sell a Stilecard (including, without limitation, on any website or online auction site); (b) exposing a Stilecard for sale; (c) making a Stilecard available for sale by another person; (d) advertising that a Stilecard is available for purchase, which for the avoidance of doubt (and by way of example only), means that the Stilecard may not be offered as a gift and/or prize in any promotion or competition; (e) transferring, lending or selling a Stilecard to any third party as part of a hospitality or travel package; and (f) giving (or offering to give) a Stilecard to any third party who pays or agrees to pay for some other goods or services (or offers to do so), save as expressly authorised by the relevant Football Authority and/or the Club. For the avoidance of doubt, the Club **does not** sell any Stilecards through any third party nor does it authorise any person to do so (other than in circumstances where it has provided its prior written consent for such person to do so in accordance with the Terms & Conditions of Entry).
- 3.2. You may only sell or transfer the Stilecard to a Guest with the express written consent of the Club given at the Club's absolute discretion, provided that such sale or transfer is in respect of an individual Match and in consideration of no payment or benefit in excess of the face value of a ticket to that Match and provided further that such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such sale or transfer is hereby provided to be subject to the Terms & Conditions of Entry (including without limitation the Ground Regulations) which will (save for any rights to transfer under this clause) apply to and bind the recipient of the Stilecard as if he/she was the original purchaser of the Stilecard (and you must inform the recipient of this). You must not advertise or market the availability of a Stilecard on a loan basis (or otherwise). Where a Stilecard Holder holds a Stilecard that has a concession rate applied to it, such Stilecard Holder will not be entitled to transfer or sell such Stilecard to a Guest unless such Guest (1) qualifies for the same concession applied to that Stilecard or (2) the appropriate upgrade cost is paid to the Club prior to the relevant Match taking place (i.e. the difference between the price of a Stilecard with a concession rate applied and the relevant full price Match ticket). At the request of the Club, the Stilecard Holder shall provide the Club with the name and contact details of any Guest.
- 3.3. The unauthorised sale or disposal of tickets is 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 a Stilecard has been sold or disposed of illegally and will seek 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 a ticketing offence, we 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 we share may include your personal data, including your name, contact details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticketing offences and disorder at matches.
- 3.4. Any Stilecard obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Stilecard shall be nullified. Any person seeking to use a Stilecard in breach of the Terms & Conditions of Entry in order to gain entry to the Ground or remain at

a Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Match and/or the Stilecard may be cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this clause 3.4, no refund shall be payable, including in respect of any unexpired portion of the Stilecard. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorised use of the Stilecard.

4. Changes to Dates

- 4.1. Whilst the Club tries to ensure Matches take place as scheduled, no guarantees can be given by the Club that a Match will take place at a particular time or on a particular date for reasons including (but not limited to) that the Club may need to rearrange a Match because of the requirements of broadcasters, Football Authorities, the Police or for any other reason beyond the control of the Club. Subject to Clause 4.2 below, the Club reserves the right to reschedule any Match without notice and without any liability whatsoever.
- 4.2. Subject to your right to attend a Match rearranged in accordance with clause 4.1, the Club will not provide a refund or have any liability for any other losses you may incur as a result of a Match being postponed, abandoned or rescheduled, including (but not limited to) any loss of enjoyment or travel/accommodation costs.

5. Criteria for purchase and use of a concession ticket

- 5.1. To qualify for:
 - 5.1.1. an Under 11 concession Stilecard, the applicant must be under the relevant age on August 31st of the season for which the Stilecard applies. For the avoidance of doubt, anyone who has their 11th birthday on August 31st does not qualify for the concession;
 - 5.1.2. an Under 18 concession Stilecard, the applicant must be under the relevant age on August 31st of the season for which the Stilecard applies. For the avoidance of doubt, anyone who has their 18th birthday on August 31st does not qualify for the concession;
 - 5.1.3. an Under 23 concession Stilecard, the applicant must be under the relevant age on August 31st of the season for which the Stilecard applies. For the avoidance of doubt, anyone who has their 23rd birthday on August 31st does not qualify for the concession; or
 - 5.1.4. a Senior concession Stilecard, the applicant must be 65 years of age or older on August 31st of the season for which the Stilecard applies;
 - 5.1.5. a disabled supporters concession Stilecard, the applicant must be able to demonstrate they qualify for the concession in accordance with the eligibility criteria operated by the Club that is available on request at the Club's Ticket Office.
- 5.2. Photo identification is required to be provided as part of the application process for a concession Stilecard and updated when the Stilecard Holder appearance changes so that the photo held by the Club remains up to date and a true likeness of the Stilecard Holder.
- 5.3. In addition to the Terms & Conditions of Entry, any Stilecard with a concession rate applied to it will be sold subject to the specific terms set out for that category of card from time to time. The Club in their absolute discretion will have the right to refuse any application to purchase which does not in their opinion comply with any such conditions.
- 5.4. All concession Stilecards must be used by a person of the age/concession category to which the Stilecard is assigned unless the person that does not qualify for the concession upgrades the relevant Stilecard for the Match in which

it wants to use the Stilecard and the terms of clause 3.2 are complied with. In the event of a person not upgrading the Stilecard and that person entering the Ground, or attempts to enter the Ground, with a concession Stilecard for which he/she does not qualify the Stilecard will be nullified, no refund will be given and the relevant person using the Stilecard in contravention with these Conditions of Issue and the relevant Stilecard Holder will not be allowed access to the Ground.

- 5.5. Price upgrades of Stilecards are closely monitored. Notwithstanding clauses 3.2 and 5.4, the Club reserves the right to withdraw and cancel any Stilecard which it believes to have been obtained with the intention to upgrade for the majority of Matches within a season.
- 5.6. Purchasing a Stilecard either through a Club promotion, at a concession price or at full price, using the required identification, with a view to 'reserving' a seat or keeping a seat unused is a breach of these Conditions of Issue. In this circumstance the Club reserves the right to cancel the Stilecard, at any time, where the Club identifies that the relevant Stilecard Holder has consistently not been attending Matches at the Ground.
- 5.7. Each time you apply for a Stilecard that has a concession rate applied to it, you will be asked by the Club to provide evidence (to the satisfaction of the Club) to validate the requested concession rate.

6. Lost or Stolen Stilecards

- 6.1. The club cannot, under any circumstances, accept responsibility whatsoever for any Stilecards lost, damaged, destroyed or stolen, and an administration fee will be charged to replace the Stilecard. Only one duplicate Stilecard will be issued to you per season and you will be required to sign a document confirming that the original Stilecard is damaged, lost, stolen or destroyed and you will be responsible for any losses, expenses or other costs incurred by the Club as a consequence of such matters having been falsely represented or stated to the Club. The Club shall be entitled to call for all reasonable evidence of the need for a replacement Stilecard, including, but not limited to, a police crime reference number in the event that a Stilecard is stolen and proof of the Stilecard Holder's identification.
- 6.2. Should a Stilecard Holder mislay or forget their Stilecard when attending a specific Match, to gain entry into the Ground they must contact the Club's Ticket Office at the Ground. The Club shall be entitled to call for all reasonable evidence of the need for a replacement Stilecard, including, but not limited to, proof of the Stilecard Holder's identification (including validation of a concession rate (if applicable)). Where such evidence is produced, a paper ticket will be issued for the relevant Match and the applicable Stilecard will be deactivated for the relevant Match. There will be an administration fee for this service.

7. Change of Details

- 7.1. If you change your personal details during the season you must notify the Club as soon as reasonably practicable by contacting the Club's ticket office.

8. Re-allocation of seat allocated to the Stilecard

- 8.1. The Club reserves the right, at any time without notice, to move Stilecard Holders to alternative seats, including without limitation in order to comply with Football Authority rules or on the recommendation of the Police or licensing of safety authority regarding allocations of tickets to away supporters. This may include without limitation:
 - 8.1.1. where additional ticket allocation has to be provided to away supporters pursuant to Football Authority rules (e.g. cup and play-off games); or
 - 8.1.2. should promotion to the Premier League occur, after the commencement of the Early Bird period or other sales periods, the Club reserves the right to

relocate Stilecard Holders sat within areas of the Ground that are required for away supporters or at the request of the Premier League and/or Football League.

- 8.2. In the event of construction, development or maintenance work being carried out in any part of the Ground, the Club reserves the right to move Stilecard Holders in the affected area to another area in the Ground.
- 8.3. In the event of unforeseen circumstances affecting any part of the Ground, the Club reserves the right, at any time and without notice, to move Stilecard Holders in the affected area to another area in the Ground.
- 8.4. Wherever possible the Club will use their reasonable endeavours to relocate Stilecard Holders to a seat of equivalent value. However, the Club's decision will be final on all relocation matters.
- 8.5. Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Stilecard in any subsequent season.

9. Cancellation & Withdrawal of Stilecard

9.1. Without prejudice to any other remedies or rights it may have, the Club shall have the right in the case of unlawful behaviour, any serious and/or persistent breach of the Terms & Conditions of Entry to cancel and withdraw your Stilecard. In the event of such cancellation/withdrawal no refund will be paid, including in respect of any unexpired portion of the Stilecard. Without prejudice to the general nature of the above the following actions of a Stilecard Holder shall constitute serious breach of the Terms & Conditions of Entry:

- 9.1.1. smoking in the Ground (for the avoidance of doubt this includes the use of electronic cigarettes, imitation cigarettes, personal vaporizers and the like);
- 9.1.2. being in breach of The Sporting Events (Control of Alcohol etc.) Act 1985 and/or being (or appearing to be) intoxicated;
- 9.1.3. persistent standing in seated areas whilst the Match is in progress;
- 9.1.4. sale or transfer (save as permitted) of a Stilecard to any person as further detailed in clause 3;
- 9.1.5. deliberate misuse of the Stilecard and/or fraudulent use of the Stilecard;
- 9.1.6. the supply of any misleading or incorrect information in any application for a Stilecard;
- 9.1.7. use (or attempted use) of a non-applicable concession Stilecard without the necessary upgrade payment being made prior to entry;
- 9.1.8. purchasing a concession Stilecard with the intention of upgrading such Stilecard for the majority of the Matches within the relevant season;
- 9.1.9. purchasing a Stilecard with a view to "reserving" a seat or keeping a seat unused and the Club identifies that the relevant Stilecard Holder has consistently not been attending Matches at the Ground;
- 9.1.10. whether at the Ground, or, travelling to or from a Match;
 - 9.1.10.1.1. the use of foul, obscene or abusive and/or racist, sexist or homophobic language and/or gestures before, during or after the match;
 - 9.1.10.2. fighting or engaging in and/or inciting violence; or
 - 9.1.10.3. the chanting of anything of an indecent, offensive or discriminatory nature before, during or after the Match;
- 9.1.11. the possession of a banner or flag that bears materials or slogans that, in the Club's opinion, are offensive, obscene, abusive or racist;
- 9.1.12. the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
- 9.1.13. bringing into the Ground (or using within the Ground) any illegal drugs, other illegal substances, new psychoactive substances (otherwise known as legal highs), alcohol, fireworks, firecrackers, smoke canisters,

- pyrotechnic device, air horns, flares, laser devices, bottles, glass vessels or any item that might be used as a weapon or compromise public safety;
- 9.1.14. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
 - 9.1.15. any misrepresentation in relation to clause 1.2 or where the Club reasonably believes that you are in breach of such representations;
 - 9.1.16. breach of the Ground Regulations;
 - 9.1.17. breach of the terms of any membership scheme maintained or organised by the Club;
 - 9.1.18. where the Stilecard Holder purchases an away match ticket or a home cup match ticket and breaches the terms and conditions of entry applicable to that ticket;
 - 9.1.19. any breach of clauses 2.4 – 2.10 (inclusive) above;
 - 9.1.20. any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) whether in respect of a Stilecard or at all; or
 - 9.1.21. failure to comply with any reasonable request made by an officer of the Club and/or the emergency services.

The Club reserves the right to conduct security searches on any person, entering the Ground or who is within the Ground, for security purposes and/or where it has reason to believe that any of the breaches detailed in 9.1 above has either occurred or may occur. The Club reserves the right to use electronic body scanning/detection equipment for the purpose of conducting body searches and the purchase and/or use of the Stilecard to enter the Ground constitutes consent to such use.

- 9.2. If a Stilecard 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 & Conditions of Entry and if such under 16 year old attends a Match unaccompanied their parent(s) and/or guardian(s) are deemed to have provided their permission for such unaccompanied attendance.
- 9.3. In the event that your Stilecard 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 Stilecard 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).
- 9.4. Without prejudice and in addition to any other rights available to the Club, the Club shall have the right to cancel or withdraw your Stilecard at its sole discretion, and if it decides to terminate in accordance with this Clause 9.5 the Club shall provide a refund in respect of any unexpired portion of the relevant Stilecard.
- 9.5. The Club reserves the right to charge an administration fee to cancel or withdraw a Stilecard, including any direct debit scheme payment plan (if any). Such fee captures the administration costs of the Club.

10. Filming, Photography and Taping

- 10.1. All Stilecard Holders who enter the Ground 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 Match and/or for promotional, training, editorial or marketing purposes by the Club, the relevant Football Authority or others (including commercial partners and accredited media organisations), and use of the Stilecard to enter the Ground constitutes consent to such use. 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, detecting and/or investigating crime, or any breach of the Terms & Conditions of Entry or any other legitimate reason detailed in the Club's privacy policy. Please see the Club's privacy policy which can be found on the Club's website (www.wbatickets.co.uk/default.aspx) to understand further how your personal data is processed, stored and transferred.

- 10.2. All Stilecard Holders agree that the Matches for which Stilecards have been purchased are public, and that their appearance and actions inside and in the perimeter of the Ground where a Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Matches.

11. Away and cup matches

- 11.1. Subject to the Terms & Conditions of Entry, a Stilecard only provides access to Matches. Where a Stilecard Holder obtains a ticket for a cup match or an away match (including an away cup match) through the relevant application process (as determined by the Club from time to time), that ticket shall be personal to the ticket holder, is not transferable and shall not be transferred or re-sold in any circumstances, save where expressly permitted by the Club (or, if applicable, the relevant away club or the governing body or competition organiser).
- 11.2. Where a Stilecard Holder obtains a ticket for a home cup match at the Ground, that ticket will be subject to terms and conditions issued with that ticket and any breach of those terms and conditions will be deemed a breach of the Terms & Conditions of Entry that apply to your Stilecard and the Club shall have the right to cancel and withdraw your Stilecard. In the event of such cancellation/withdrawal no refund will be paid in respect of your Stilecard, including any unexpired portion of the Stilecard.
- 11.3. Where a Stilecard Holder obtains a ticket for any away match through the relevant application process conducted by the Club, that ticket is sold: (i) by the Club as agent on behalf of the away club (or, if applicable, the governing body or competition organiser); (ii) subject to the relevant terms and conditions of the away club (or, if applicable, the governing body or competition organiser) and all issues relating to access to, crowd control and stewarding at the away club's stadium shall be the responsibility of the away club (or, if applicable, the governing body or competition organiser) and not the Club (and the Club shall have no liability to the Stilecard Holder or any third party in respect of such matters); and (iii) subject to any additional terms and conditions imposed by the Club in respect of away match tickets.
- 11.4. If, following the allocation of an away match ticket to a Stilecard Holder, and that Stilecard Holder: (i) transfers or re-sells such away match ticket to any third party without the express permission of the Club or the away club (or, if applicable, the governing body or competition organiser); and/or (ii) commits a breach of the terms and conditions and/or ground regulations of the relevant away club (or, if applicable, the governing body or competition organiser); and/or (iii) commits a breach of any additional terms and conditions imposed by the Club in respect of away match tickets; in each case, it shall be deemed to be a breach of the Terms & Conditions of Entry and (a) the Club shall be entitled to bar the Stilecard Holder from any future application process conducted in respect of away match tickets; and (b) it will be deemed a breach of the Terms & Conditions of Entry and the Club shall have the right to cancel and withdraw your Stilecard. In the event of such cancellation/withdrawal no refund will be paid in respect of your Stilecard, including any unexpired portion of the Stilecard.

12. Exclusion of Liability

- 12.1. For the avoidance of doubt nothing in these Conditions of Issue excludes or limits the Club's liability for death or personal injury arising from its negligence, or the Club's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 12.2. No Football Authority nor the Club shall be responsible for: (i) any interruptions and/or restrictions to the view of the Match; and/or (ii) any impact on your enjoyment of the relevant Match; in each case caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.
- 12.3. The Club shall have no liability to you for any failure to carry out or delay in carrying out any of the Club's obligations under the Terms & Conditions of Entry, including without limitation:
 - 12.3.1. Admitting the Stilecard Holder to the Ground for a relevant Match that the Stilecard relates to; or
 - 12.3.2. Making the allocated seat detailed on the Stilecard available to the Stilecard Holder at each Match to which the Stilecard relates to; or
 - 12.3.3. For any late delivery or non-delivery of any Stilecard.
- 12.4. Except in respect of losses falling within clause 12.1 the Club shall not be liable for any other loss, injury or damage to persons/property in or around the Ground.

13. General

- 13.1. Nothing in these Conditions of Issue or by being in possession of a Stilecard gives any guarantee that you will be entitled to renew your Stilecard or purchase any tickets at the Ground in any season.
- 13.2. The Club reserves the right to amend these Conditions of Issue from time to time and shall notify you of such changes if they materially affect your rights as a consumer. Such changes will be published on the Club's website.
- 13.3. 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 shall be processed, stored and transferred in accordance with the Club's then current privacy policy which can be found on the Club's website (www.wbatickets.co.uk/default.aspx).
- 13.4. 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.
- 13.5. 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. Even if the Club delays in enforcing this contract against a Stilecard Holder, the Club will be entitled to enforce it at a later stage. If the Club does not immediately insist that you cease to do or do anything you are required to do under the Terms & Conditions of Entry, or if the Club delays in taking steps against the Stilecard Holder in respect of breaches of this contract, that will not mean that the Stilecard Holder does not have to do those things or that the Club is prevented from taking steps against the Stilecard Holder at a later date.
- 13.6. The Terms & Conditions of Entry constitute the entire agreement between the Club and the Stilecard Holder in relation to the purchase and use of the Stilecard and neither the Club nor the Stilecard 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 & Conditions of Entry which is not set therein.

- 13.7. If there is any conflict, ambiguity or inconsistency between any provision of these Conditions of Issue and any provision of the Ground Regulations, the relevant provision of these Conditions of Issue shall take precedence.
- 13.8. Notwithstanding any other provision in these Conditions of Issue 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 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.
- 13.9. The Club shall at any time be entitled to transfer its rights and obligations under the Terms & Conditions of Entry to another organisation within its group. The Club confirms that: (i) any such transfer shall not adversely impact you and/or the continued provision of the Stilecard by such group company; and (ii) it shall use reasonable endeavours to inform the Stilecard Holder of any such transfer (for example, by placing a notice on the Club's website).
- 13.10. These Conditions of Issue 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 (including in relation to any non-contractual disputes or claims).

13.11. **Definitions**

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

"Club" means West Bromwich Albion Football Club Limited.

"Conditions of Issue" means these terms and conditions governing the issue and use of a Stilecard.

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

"Ground" means the Club's football stadium and all other locations owned, occupied or utilised by the Club.

"Ground Regulations" means (a) 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; and (b) where applicable, any of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League (CRN 02719699) ("**Premier League**") and Football League Limited (The) (CRN 00080612) (trading as the English Football League or the EFL) ("**Football League**").

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

"Match" means any Club home league football match overseen by any Football Authority in which the Club participates and that takes place at the Ground during the Club's football season 2020-2021 (this does not include play-off games, away games or cup games).

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

"Stilecard" means a stilecard season ticket for admission to Matches in such format as provided to the relevant Stilecard Holder by the Club from time to time (e.g. hard copy card, electronic).

"Stilecard Holder" means the registered holder of a Stilecard.

“Terms & Conditions of Entry” means each of the rules and regulations of any Football Authority, the Ground Regulations and the Conditions of Issue.

“Visiting Club” means the football club playing against the Club during any Match.

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

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time. A reference to a statute or statutory provision is a reference to it as amended, substituted, extended or re-enacted from time to time.