

**SOUTHAMPTON FOOTBALL CLUB LIMITED (the “CLUB”)**  
**HOME MATCH TICKET TERMS AND CONDITIONS (the “Terms and Conditions”)**

The following Terms and Conditions apply to your purchase and/or use of a Home Match Ticket for the 2022/23 season. The Club reserves the right to amend these Terms and Conditions and where the Club does so, we will inform you of the changes that apply and the date they take effect. The purchase or use of a Home Match Ticket in any way constitutes acceptance of these Terms and Conditions. Failure to comply with the Terms and Conditions may result in the Club refusing admission or removing any person in breach of these Terms and Conditions.

We ask you to note the following:

- The date and kick-off time of each Match is subject to change. The Club shall have no liability whatsoever to you if a Match is re-arranged, save that you shall be entitled to use your Home Match Ticket to attend the re-arranged Match.
- Home Match Tickets shall not be transferred or resold under any circumstances, save where expressly permitted by the Club in its absolute discretion.
- Home Match Tickets are non-refundable, except where otherwise set out in these Terms and Conditions.
- A child under the age of two (2) years old is allowed admittance to the Ground but must have a ticket for a designated seat.
- If you are unhappy with any aspect of the Season Ticket, please contact the Club's Supporter Services team by email on [supporterservices@saintsfc.co.uk](mailto:supporterservices@saintsfc.co.uk) who will endeavour to respond within two (2) working days.

## **1. Definitions**

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

**“Away Match Ticket”** means a ticket in printed or other form (any/or any rights arising out of or in connection with any of the foregoing) for admission to a Match at the Ground in support of any team other than the Club;

**“Concession”** means Supporters aged 65 years or older on or before 1 August 2022 and young adults aged between 18-25 years on or before 1 August 2022, proof of age required at time of purchase;

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

**“Ground”** St Mary's Stadium, Britannia Road, Southampton, SO14 5FP, and all 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;

**“Home 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 a Match;

**“Home Match Ticket Holder”** means the person in possession of a Home Match Ticket;

**“Match”** means that Premier League football match in which the Club participates and that takes place at the Ground during the 2022/23 season as designated upon the ticket to which these Terms and Conditions apply;

**“Material”** means any audio, visual or audio-visual material or any information or data;

**“Membership”** means any rules and regulations agreed in relation to your participation in the Club's membership scheme;

**“Official Ticket Exchange”** means the Club's authorised ticket resale facility;

**"Personal Assistant"** means a relative, friend, colleague and/or companion to a disabled Home Match Ticket Holder or a season ticket holder, who would be entitled to purchase a Personal Assistant Match Day Home Ticket under the Terms & Conditions of Entry;

**"Terms and Conditions"** means these terms and conditions governing the issue and use of a Home Match Ticket;

**"Terms & Conditions of Entry"** means each of the rules and regulations of any Football Authority; the Ground Regulations; and the Terms and Conditions;

**"Ticket Office"** means the address for any Home Match Ticket related enquiries: The Ticket Office, Southampton Football Club Limited, St. Mary's Stadium, Britannia Road, Southampton SO14 5FP;

**"Visiting Club"** means the football club playing against the Club;

## **2. Purchase of Home Match Tickets**

- 2.1 Subject to the Terms & Conditions of Entry, a Home Match Ticket admits a Home Match Ticket Holder to the Match that the Home Match Ticket has been issued for, and is not refundable or transferable (and no rights arising out of or in connection with it are transferable or refundable) to any other person (except where permitted by these Terms and Conditions).
- 2.2 The Club reserves the right, in its sole and absolute discretion, to make any or all seating inside the Ground unreserved or unavailable for any Match. Where the Club exercises its right under this clause, the Club will endeavour, subject to availability, to offer any affected Home Match Ticket Holder the nearest seat available to their Home Match Ticket seat.
- 2.3 All Home Match Tickets purchased will be subject to a £1.50 booking fee.

Any Home Match Ticket Holder wishing to upgrade their Home Match Ticket may do so at the discretion of the Club's Ticket Office. Fees will apply.

## **3. Online Home Match Ticket Sales**

- 3.1 When you submit your order, you are offering to purchase Home Match Tickets at the price stated in accordance with these Terms and Conditions which, if accepted by the Club, will result in a binding contract.
- 3.2 It is your responsibility to ensure all information provided is correct before completing the order. Payment will be taken by clicking the 'confirm' button.
- 3.3 The Club will send a confirmation email on receipt of an order. This is an acknowledgement that the Club has received the order. The contract between the Club and the person purchasing the Home Match Ticket will not be formed until we dispatch the tickets to the address as stated in the order.
- 3.4 Whilst the Club tries to ensure that pricing and ticketing information on our website is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the Home Match Ticket you have ordered, the Club will inform you as soon as possible, and give you the option of reconfirming your order at the correct price/specification or cancelling it. If the Club is unable to contact you, the Club will unfortunately have to treat the order as cancelled. If the order is cancelled, the Club will provide a full refund.

## **4. Issue of Home Match Ticket**

- 4.1 The issue of a Home Match Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry (which can be provided upon written request to the Club)
- 4.2 Home Match Tickets are for the use of supporters of the Club only. By applying for the Home Match Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club and/or that you are not a supporter of the Visiting Club.

- 4.3 Away Match Tickets are for the use of supporters of the Visiting Club and neutrals only. By applying for an Away Match Ticket 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.
- 4.4 In accordance with the Ground Regulations, any individual who is found to have entered any part of the Ground which is designated for the use of any group of supporters to which the individual does not belong may be ejected from the Ground and no refund will be given.

## 5. Admission to the Ground

- 5.1 By purchasing and/or accepting and/or holding a Home Match Ticket and/or using a Home 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, all applicable terms and conditions.
- 5.2 A Home Match Ticket permits you to occupy at the Match the seat indicated on the Home Match Ticket or such other alternative seat of equivalent value as the Club may allocate to you at its sole and absolute discretion. All access to the Ground pursuant to a Home 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).
- 5.3 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Home Match Ticket in any subsequent Match or season.
- 5.4 You shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or 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 and/or the Club. In addition, the Club reserves the right to eject you from the Ground in circumstances where you breach this paragraph 3.4.
- 5.5 Mobile telephones and other mobile 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, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 5.6 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 3.4 above, or pursuant to clause 3.5 above, or otherwise) is hereby assigned to the Premier League, 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) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League absolutely and with full title guarantee.

- 5.7 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.
- 5.8 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 3.6 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.
- 5.9 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 and/or any other applicable terms and conditions.
- 5.10 Any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, 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 or alternative seat will be offered.
- 5.11 Supporters with a Personal Assistant Home Match Ticket cannot enter the Ground without the disabled supporter their Home Match Ticket is paired with. If the disabled supporter is not attending, the Personal Assistant can pay an upgrade fee at the Ticket Office in order to gain access to the Ground. Please note that Personal Assistant Home Match Ticket Holders will not accrue credits or qualify for priority ticket access, including away ticketing priority access, independently of the Disabled Supporter.
- 5.12 On Match days, Home Match Ticket Holders are requested to be within the Ground no later than thirty (30) minutes prior to kick-off of the Match. This ensures that in the unlikely event of any problems, they will be dealt with before the Match commences.
- 5.13 The Club reserves the right to refuse entry to the Ground to any person in possession of a Home Match Ticket who has an outstanding debt to the Club.
- 5.14 The Club reserves the right to require any person entering the Ground to undertake temperature checks and/or any other requirement regarded as prudent in order to safeguard against the spread of COVID-19 or any other virus based or pandemic associated risk. The Club will ensure that any measures put in place in this regard are communicated via the Club website and, where possible, via email.

## **6. Use of Home Match Ticket**

- 6.1 Home Match Tickets are issued for your sole use and you shall not sell, dispose of, assign, transfer or otherwise deal with the Home 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 Home Match Ticket for any commercial purpose. The reference to selling the Home Match Ticket includes: (a) offering to sell a Home Match Ticket (including, without limitation, via any website or online auction site); (b) exposing a Home Match Ticket for sale; (c) making a Home Match Ticket available for sale by another person; (d) advertising that a Home Match Ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that this Home Match Ticket may not be offered as a prize in any promotion or competition; (e) transferring, lending or selling a Home Match Ticket to any third party as part of a hospitality or travel package; and (f) giving (or offering to give) a Home 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 Premier League or the Club.
- 6.2 A Home Match Ticket Holder is only allowed to resell their Home Match Ticket to an individual Match provided that the sale happens via the Official Ticket Exchange, and provided that:
- 6.2.1 the Club opens the Official Ticket Exchange for that Match; and
- 6.2.2 the Club provides its consent to the Home Match Ticket being resold.
- 6.3 The unauthorised sale or disposal of a Home 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 a Home 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 Premier League 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 ticket touting offences and disorder at matches.

- 6.4 If more than one Home Match Ticket is issued to you, one Home Match Ticket must be retained by you, for personal use (subject to the provisions below) and the remainder may be transferred to a guest(s) for 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 Home 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 or rights to a refund under these Terms and Conditions) apply to and bind each guest as if they were the original purchaser of the Home 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 Home Match Ticket then you may transfer that Home 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 Home 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 Home 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 or any rights to a refund under these Terms and Conditions) apply to and bind the transferee as if they were the original purchaser of the Home 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.
- 6.5 The Home 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 Home Match Ticket at any time.
- 6.6 Any Home 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 Home Match Ticket shall be nullified. Any person seeking to use a Home Match Ticket in breach of the Terms and 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 may have his/her Home Match Ticket cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this clause, 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 a Home Match Ticket.

#### **Family Area Home Match Ticket**

- 6.7 There must be at least one (1) Junior Home Match Ticket Holder and one (1) adult Home Match Ticket Holder per group, and a maximum of two (2) adults to one (1) Junior or one (1) adult per two (2) Juniors in their group to access the Family Areas. Failure to comply with these requirements may result in the Club prohibiting use of such Home Match Tickets.
- 6.8 Under 11s tickets at £19 are only available with a paying adult. A Personal Assistant ticket does not class as a paying adult. A maximum of two Under 11s tickets at £19 are available per paying adult.

## Junior and Concession Home Match Tickets

- 6.9 Junior and Concession applications must be accompanied by a photocopy of a passport or birth certificate. The following concessions apply to the purchasing of Home Match Tickets:

Junior Under 11	Available to persons under eleven (11) years of age as at 1 August 2022
Junior Under 18	Available to persons under eighteen (18) years of age as at 1 August 2022
18-25	Available to person aged over seventeen (17) and under twenty-six (26) years of age as at 1 August 2022
Senior	Available to persons over 65 years of age as at 1 August 2022

- 6.10 Any supporter entering the Ground on an ineligible concessionary Home Match Ticket will have the Home Match Ticket withdrawn and no refund will be given. The Club reserve the right in such cases to pursue a criminal prosecution.
- 6.11 Evidence of level of disability and, if applicable, requirement for a Personal Assistant, must be provided at the Club's Ticket Office when requested by the Club, failure to present this will result in the Home Match Ticket becoming inactive. A full list of the documents accepted can be found at [www.southamptonfc.com](http://www.southamptonfc.com).
- 6.12 In order to maintain the safety and security of young patrons, the Club suggest that Junior Home Match Holders are accompanied to matches by a responsible adult, but nevertheless any person who is fourteen (14) years of age or under must under be accompanied by a responsible adult at all times.

## 7. Changes to Dates, Refunds & Exchanges

- 7.1 No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Your Home Match Ticket will enable you to attend the re-arranged Match. The Club will use reasonable endeavours to publicise, including via the Club website, any fixture changes as far in advance as possible and the Club recommends that Home Match Ticket Holders visit the Club website on a regular basis to check Match dates and times.
- 7.2 ***Except at the sole and absolute discretion of the Club, and otherwise permitted by law, once a Home Match Ticket has been purchased the Home Match Ticket Holder shall not be entitled to refund their Home Match Ticket (except where expressly set out in these Terms and Conditions).*** In particular, the following should be noted:
- 7.2.1 the dates and times of all of the Club's Match(es) to be held at the Ground during the 2022/23 season are subject to alteration on a regular basis and the Club shall have no liability whatsoever to any Home Match Ticket Holder in respect of any such alterations. The Club will use reasonable endeavours to publicise, including via the Club website, any fixture changes as far in advance as possible and the Club recommends that Home Match Ticket Holders visit the Club website on a regular basis to check Match dates and times;
- 7.2.2 Match(es) can be abandoned, played with Ground attendance restrictions in place (for the avoidance of doubt, this includes situations where no Home Match Ticket Holders are allowed in the Ground), or postponed, for example, due to weather conditions, actions taken by governments or other authorities, or unforeseen events. The Club shall have no liability whatsoever to a Home Match Ticket Holder if any Match is abandoned, played with Ground attendance restrictions in place, or postponed. Home Match Ticket Holders shall however be entitled to attend any rearranged version of such Match.
- 7.2.3 In the extremely unlikely event that a Match is cancelled and not subsequently re-arranged, the Home Match Ticket Holder will be entitled to a Match refund equalling the sum paid for the Home Match Ticket (minus any transaction, booking, or administrative fees).

- 7.2.4 In the event that a Match is abandoned after spectators have been admitted to the Ground but before kick-off, the Home Match Ticket Holder will be entitled, upon application in such form as the Club stipulates, to entry free of charge to the rearranged Match.
- 7.2.5 If the Match is abandoned after kick-off the Home Match Ticket Holder will be entitled, upon application in such form as the Club stipulates, to entry free of charge to the rearranged Match.
- 7.2.6 Where a Match is postponed or abandoned after kick-off, a Home Match Ticket Holder unable to attend the rearranged playing of the Match shall be entitled to a refund of:
- I) sixty percent (60%) of the proportion of the Home Match Ticket fee and booking fee (if any) that corresponds to that Match if the Match is postponed or abandoned before the commencement of the second half; or
  - II) forty percent (40%) of the of the proportion of the Home Match Ticket fee and booking fee (if any) that corresponds to that Match if the Match is postponed or abandoned between the commencement of the second half and the completion of the Match.

The Club will have no liability whatsoever, including, but not limited to, any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

- 7.3 All Home Match Ticket refund requests are required to be provided in writing with a full explanation as to the reason for the refund request via email to [tickets@saintsfc.co.uk](mailto:tickets@saintsfc.co.uk) or via post to Ticket Office, St Mary's Stadium, Britannia Road, Southampton, SO14 5FP. Should a refund be provided, it will only be issued on production of identification that the individual requesting the refund is the person to whom the Home Match Ticket was originally sold. For the avoidance of doubt, the final decision on refund requests belongs to the Club's ticket office management team in its sole and absolute discretion.

## **8. Lost or Stolen Home Match Tickets**

- 8.1 In order to gain admission to the Ground, the Home Match Ticket must be presented in its entirety at the Match.
- 8.2 The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Home Match Ticket.
- 8.3 In the event that a Home Match Ticket Holder forgets their Home Match Ticket in respect a Match, the Club shall not be obliged to admit that Home Match Ticket Holder or issue any other form of ticket for that Match. If, at the Club's discretion, a duplicate ticket is issued for a Match, a non-refundable administration charge of £5.00 will be payable by the Home Match Ticket Holder.

## **9. Cancellation & Withdrawal of Home Match Ticket**

- 9.1 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 Home 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:
- 9.1.1 Smoking or use of e-cigarettes within the Ground;
  - 9.1.2 being (or appearing to be) intoxicated by alcohol or drugs;
  - 9.1.3 persistent standing in seated areas whilst the Match is in progress;
  - 9.1.4 the sale or transfer (save as permitted) of a Home Match Ticket to any person;

- 9.1.5 the possession of a banner or flag that bears material, slogans or any other details that at any time may reasonably be considered to be offensive, obscene, immoral, foul, indecent, abusive or racist;
  - 9.1.6 the deliberate misuse of a Home Match Ticket;
  - 9.1.7 the supply of any misleading or incorrect information in any application;
  - 9.1.8 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;
  - 9.1.9 whether at the Ground, or, travelling to or from a Match:
  - 9.1.10 the use of foul, obscene, abusive, offensive, immoral and/or racist language and/or gestures;
  - 9.1.11 the chanting of anything of an indecent or racist nature;
  - 9.1.12 fighting or engaging in and/or inciting violence;
  - 9.1.13 bringing into the Ground (or using 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;
  - 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 Committing any of the acts or acts similar to those detailed in clauses 13.2.1 to 13.2.11 at any football match that the Club participates in that does not take place at the Ground.
  - 9.1.16 any misrepresentation in relation to any clause in these Terms and Conditions;
  - 9.1.17 breach of the terms of any Membership;
  - 9.1.18 any breach of any clauses or provisions in these Terms and Conditions and all other parts of the Terms and Conditions of Entry; and
  - 9.1.19 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party).
- 9.2 The Club may conduct security searches where it has reason to believe that any of the breaches set down in 7.1 has either occurred or may occur.
- 9.3 If a Home 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.
- 9.4 In the event that your Home 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 any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification). The names and identifying details and/or photographs of any such Holder (including but not limited to any material being personal data as defined under the relevant data protection legislation) may be passed to the police and/or such other appropriate authority as the Club sees fit.

## **10. Change of Address**

- 10.1 12.1 If you change your address during the season You must notify the Club as soon as reasonably practicable by logging into Your online account located at [www.southamptonfc.com](http://www.southamptonfc.com).

## **11. Filming, photography and taping**

- 11.1 All Home Match Ticket 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 game and/or for promotional, training, editorial or marketing purposes by the Club, the Premier League or others (including commercial partners and accredited media organisations), and use of a Home Match Ticket 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 or detecting crime, or any breach of these Terms and Conditions or the Terms & Conditions of Entry.
- 11.2 If any person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying them into the Ground shall be deemed to have provided consent on their behalf.
- 11.3 All Home Match Ticket holders agree that the Matches for which Home Match Tickets 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.

## **12. Exclusion of Liability**

- 12.1 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.
- 12.2 Neither the Premier League 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.
- 12.3 The Club hereby excludes any liability for any loss, injury, costs, expenses or damage of any kind connected to your use of the Official Ticket Exchange, including, without limitation, any liability relating to any problem with, suspension of or termination of the Official Ticket Exchange, in each case 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.
- 12.4 the Club will not be responsible for any Home Match Tickets lost in the post and under NO circumstances will replacement Tickets be issued.

## **13. General**

- 13.1 The Club reserves the right, in its absolute discretion, to change these Home Match Ticket Terms and Conditions from time to time, and shall notify you of such changes, via email or the Club's website, if they materially affect your rights as a consumer.
- 13.2 You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative, security and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's then current privacy policy available <https://www.southamptonfc.com/club/privacy-policy>. In particular, we may share your personal data, including your name, date of birth, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment. We may also share your data in order to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. For more information on how we process your data and who we share it with, please consult our privacy policy at the above link.

- 13.3 The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.4 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy.
- 13.5 The Terms and Conditions of Entry constitute the entire agreement between the Club and the Home Match Ticket holder and neither the Club nor the Home 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.
- 13.6 If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and any provision of the Ground Regulations, the relevant provision of these Terms and Conditions shall take precedence.
- 13.7 Notwithstanding any other provision in these Terms and Conditions and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Terms and Conditions. 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.
- 13.8 These Terms and Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual disputes or claims).