

# MANCHESTER UNITED FOOTBALL CLUB CUP TOURNAMENT TERMS AND CONDITIONS

## 1 Definitions and interpretations

In these Conditions the following terms have the following meanings:

**"Booking"** means the reservation and purchase of 8 tickets to the Tournament;

**"Club"** means Manchester United Football Club Limited;

**"Club Intellectual Property"** means any and all Club intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, rights in software, design rights, rights in databases, moral rights, performance rights, know-how and any other intellectual property rights which subsist in designs, technical specifications, brands, concepts, strategies, symbols, signs, names, imagery, footage, identifying music or sounds, websites (including the "look and feel" of any websites), mobile and tablet applications, software and technology, locators/addresses identifying and/or providing access to any digital media, documents, guidelines and/or manuals;

**"Conditions"** means the terms and conditions applicable to: (i) each Booking; and (ii) enjoyment of the Tournament; as set out in this document;

**"Contract"** means the binding agreement formed between each Ticket Holder and the Club pursuant to a Booking, incorporating these Conditions and the Pitch Terms and Conditions;

**"Pitch Session"** means the playing of football or football related activities on the pitch;

**"Pitch Terms and Conditions"** means the terms applicable to any Pitch Session which forms part of a Ticket Holder's Booking, as set out at Schedule 1 to these Conditions;

**"Spectator's Code of Conduct"** means the Code of Conduct published by the Club and which may be updated from time to time in light of COVID-19;

**"Stadium"** means the football stadium known as "Old Trafford", and surrounding premises owned by the Club;

**"The Commitment"** means the statement which can be accessed on manutd.com, the Premier League website or which can be provided on written request by the Club (which may be updated from time to time);

**"Ticket Holder"** means any individual included in and attending a Booking for the Tournament as applicable;

**"Tournament"** means the participation of the Ticket Holder(s) in the 5-a-side football match(es) and tournament taking place across the Stadium and/or Training Ground, to include (at the Club's discretion) food and beverages, coaching session(s) and a personalised adidas kit; and

**"Training Ground"** means the Club's training ground.

## 2 Basis of Contract

2.1 These Conditions shall apply to and be incorporated into the Contract and prevail over any other terms or conditions and any additional information received by the Ticket Holder in respect of the Tournament.

2.2 The purchaser of a ticket for the Tournament is required to agree to these Conditions at the point of purchase. Any individual (including any lead booker on a Booking purchasing a ticket for a third party) shall be deemed to be acting with the consent of each Ticket Holder for whom they are making the purchase, including acting with the authority of each Ticket Holder to agree to these Conditions on their behalf.

### **3 Ticket Holder's rights and obligations**

- 3.1 The Ticket Holder shall only be permitted to access areas of the Stadium and/or the Training Ground that form part of the Ticket Holder's Booking (as applicable) and agrees not to access any other area of the Stadium or the Training Ground.
- 3.2 The Ticket Holder hereby agrees:
- 3.2.1 not to carry out any activity whilst in the vicinity of the Stadium and/or the Training Ground which is damaging, dangerous, offensive, noxious, illegal or immoral or which is or may become a nuisance to the Club or other visitors to the Stadium and/or the Training Ground;
  - 3.2.2 not to bring into the Stadium and/or the Training Ground throughout any part of the Tournament any animals (with the exception of guide dogs) or any food, drink or litter;
  - 3.2.3 to comply with all instructions of any Club and/or Tournament official or other officer or employee of the Club; and
  - 3.2.4 that the Tournament will not be booked for commercial purposes.
- 3.3 No ticket for the Tournament may be re-sold or transferred to any third party. Advertising tickets for the Tournament for sale on the internet in any format is prohibited. Any ticket which is re-sold without the express written consent of the Club shall be deemed void.
- 3.4 Ticketholders are not permitted to use any Club Intellectual Property, or create or infer any association with the Club or its group companies.

### **4 The Club's rights and obligations**

- 4.1 The Club shall have the right to prevent access to or remove from the Tournament, Stadium and/or Training Ground:
- 4.1.1 any Ticket Holder acting in a way which in the opinion of the Club (in its absolute discretion) is unacceptable or reasonably likely to cause damage or injury to either the Ticket Holder or any other visitor (including drunken, harmful, offensive, threatening, disrespectful or violent behaviour);
  - 4.1.2 any Ticket Holder who in the opinion of the Club or its security officers either unreasonably refuses to permit his person or possessions to be searched on entry or poses a security risk; or
  - 4.1.3 any Ticket Holder who is breach of any of the Conditions;
- without any liability to the Ticket Holder by way of compensation, refund, re-admission or otherwise.
- 4.2 Due to the operational needs of the Club in the undertaking of its business as a football club and other unforeseen circumstances the Club may be required to act on short notice (e.g. for health and safety reasons) and shall be entitled to:
- 4.2.1 repair, replace and modernise any part or parts of the Stadium and/or Training Ground and from time to time take such other steps in relation to the Stadium and/or Training Ground as the Club in its sole discretion considers to be necessary;
  - 4.2.2 change the format of the Tournament without notice to the Ticket Holder where such change is required for operational purposes; and/or
  - 4.2.3 close parts of the Stadium and/or Training Ground without notice to the Ticket Holder for the purposes of performing 4.2.1 and 4.2.2;
  - 4.2.4 change the format of the Tournament based on business need without notice to the Ticket Holder at the Club's absolute discretion;

without liability (in each case) to the Ticket Holder by way of compensation, refund, re-admission or otherwise. As such the Club cannot guarantee that all advertised elements to the Tournament will be available or made available in the manner described and the Club may cancel or substitute any aspect of the Tournament and / or a Booking in its sole discretion and without prior notice to Ticket Holder and without liability whatsoever to the Ticket Holder in such circumstances described in this Condition 4.2.

The Club reserves the right to refuse service of alcohol to any Ticket Holder to the extent such Ticket Holder is acting in a manner which Club deems (in its sole discretion) to be drunken, harmful, offensive, threatening, disrespectful or violent behaviour, or otherwise inappropriate), without any liability to the Ticket Holder.

## **5 Ticket Holder's visit**

5.1 All Ticket Holders must be aged 16 years or over. The Club reserves the right to require confirmation of age as, in its sole discretion, it considers necessary, including with respect to any service of alcohol (as may be applicable) (in respect of which the Club shall comply with "Challenge 25" policy).

5.2 The Ticket Holder should arrive at the Stadium or Training Ground (depending on where the Tournament will take place) no later than 60 minutes before the allocated start time for the Tournament and should report to the ticket desk upon arrival. Please note: there will be security checks before the Ticket Holder is admitted to the Stadium and/or Training Ground which may delay the Ticket Holder's entry.

5.3 **If the Ticket Holder fails to arrive at the Stadium or Training Ground (depending on where the Tournament is taking place) by the allocated start time then they will not be permitted to join the Tournament.** The Club shall not be liable to the Ticket Holder for a refund or any other compensation if the Ticket Holder fails to arrive in time to join the Tournament.

5.3 Tournaments last for approximately 8 hours. For safety and security, Ticket Holders will only be permitted to leave a Tournament for exceptional reasons. You must ensure that you have sufficient time to complete the Tournament.

5.4 The Ticket Holder shall only be entitled to take photographs for bone fide private and non-commercial purposes, the Ticketholder acknowledges that any photographs and/or content cannot be posted on social media. Live streams are prohibited at all times during the Tournament.

5.5 The Ticket Holder shall be solely responsible for its personal property during the Tournament and the Club shall not be liable for loss of or damage to such personal possessions.

## **6 Suspension and/or termination by the Club**

6.1 Due to the operational needs of the Club in the undertaking of its business as a football club, the Club may be required to act on short notice and the Club shall have the right, at its sole discretion, to:

6.1.1 suspend or cancel the Tournament; and/or

6.1.2 close the whole of the Stadium and/or Training Ground;

where considered necessary by the Club, whether for operational reasons or otherwise. In such circumstances the Club shall endeavour to provide notice to the Ticket Holder (if reasonably possible and contact details are available) of such suspension, cancellation or closure and the Ticket Holder shall be entitled to receive a refund. No further compensation shall be payable by the Club.

6.2 In the event that the Club provides the Ticket Holder with an alternative date/time for the Tournament in accordance with Condition 6.1, and this is accepted by the Ticket Holder, the Club's obligations to the Ticket Holder in respect of the original Booking shall cease and it shall have no further liability to the Ticket Holder in respect of that original Booking.

6.3 In the event that the Club refunds the Ticket Holder's Booking, the Club's obligations to the Ticket Holder shall cease and it shall have no further liability to the Ticket Holder in relation to that Booking.

For the avoidance of doubt, the refund referred to in this Condition 6.3 shall be the price paid by the purchaser (for and on behalf of the Ticket Holder) at the time of the Booking.

## **7 Cancellation by the Ticket Holder**

In the event that the Ticket Holder wishes to cancel the Booking they must inform the Club as soon as reasonably practicable, a refund of part or whole will not be issued for any Booking.

## **8 Liability**

- 8.1 The Ticket Holder shall be liable for all costs, losses and liabilities incurred by the Club as a result of any damage to the property of the Club caused by the Ticket Holder and/or any actions of the Ticket Holder, including (but not limited to) the damage and actions referred to in Conditions 3.2.1 and 4.1.1.
- 8.2 Subject to Condition 8.4, the Club's total aggregate liability to the Ticket Holder for any cause of action arising out of or in connection with the Contract (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the price paid by (or on behalf of) the Ticket Holder for the Tournament.
- 8.3 Subject to Condition 8.4, the Club shall have no liability whatsoever for any indirect, special, consequential or exemplary loss or damage incurred by the Ticket Holder (including, but not limited to, any travel and accommodation costs) arising out of or in connection with the Booking or the suspension or cancellation of the Booking by the Club pursuant to Condition 6, whether or not the Club knew or should have known of the possibility of such loss or damage.
- 8.4 Nothing in the Contract shall limit or exclude the Club's liability for:
- 8.4.1 death or personal injury caused by its negligence; or
- 8.4.2 fraudulent misrepresentation.

## **9 Warranties and indemnities**

- 9.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.2 The Ticket Holder shall indemnify the Club against (i.e. reimburse the Club for) all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Club (including in respect of any third party claim brought against the Club) and arising out of or in connection with any actions of, or damage caused by, the Ticket Holder.

## **10 General**

Capitalised terms used in this Condition 10 but not otherwise defined in the Contract are as defined in Official Club Sanctions document.

- 10.1 The Official Club Sanctions guidance document which is available at [www.manutd.com/clubsanctions](http://www.manutd.com/clubsanctions), the Spectator's Code of Conduct, The Commitment and Ground Regulations issued from time to time by the Premier League and the Football League and which are part of the General Safety Certificate for the Stadium issued by Trafford MBC (copies of which are exhibited at the Stadium and which can also be obtained from the Club on request) shall form part of this Contract (and all references in this Contract agreement to "these terms and conditions" or the "Contract" shall include these additional terms). A breach of the Spectator's Code of Conduct, The Commitment and the Ground Regulations shall be deemed a breach of this Contract and, for the avoidance of doubt, the provisions of paragraph 52 shall apply. Access to the Stadium and Training Ground is subject to the rules and regulations of FIFA, UEFA, the FA, the Premier League and the Football League. Any conflict, ambiguity or inconsistency between these Conditions, the Spectator's Code of Conduct, The Commitment and the Ground Regulations shall be resolved with these Conditions taking priority.

- 10.2 Ticket Holders must comply with any and all guidelines, policies and instructions of the Club in place at the Stadium and/or the Training Ground (as may be updated from time to time).
- 10.3 All Ticket Holders who place a Booking for the Tournament 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 Stadium and/or Training Ground 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 any Booking to enter the Tournament constitutes consent to such use. The Ticket Holder further acknowledges 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 the Ticket Holder as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of this Contract. Information about the Club's use of personal data as set out in the Club's privacy policy found at <https://www.manutd.com/en/Help/Privacy-Policy> and/ or any privacy policy, signage and/or other forms of announcement in or around the Stadium or Training Ground. For further information please contact the Club.
- 10.4 The Club and/or any person authorised by the Club may from time to time create images and/or audio-visual video footage of Ticket Holders attending the Stadium and/ or Training Ground. The Club owns all rights in such images and footage and the Club shall be entitled to use them (and to allow others to use them) for any purpose whatsoever (provided that such use does not harm the reputation of the relevant individual whose image is used).
- 10.5 The Ticket Holder acknowledges that the Club will hold and process data relating to them, which may include personal data, for administrative, security and legal purposes. The personal data that the Ticket Holder provides to the Club shall be processed, stored and transferred in accordance with the terms of the Club's then current privacy policy available at <https://www.manutd.com/en/Help/Privacy-Policy>. In particular, the Club may share personal data, including name, date of birth, photograph, contact details and information about ticket purchases (including payment details and the names of Ticket Holders) with other football clubs, any Football Authority and with law enforcement authorities. 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 and with enforcing sanctions under The Commitment. We may also share 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 the Club processes the data and who the Club shares it with, please consult the Commitment data protection notice accessible via manutd.com relating to this use of personal information.
- 10.6 The Club shall have no liability to the Ticket Holder under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.
- 10.7 No variation of the Contract or the Conditions shall be valid unless it is in writing and signed by or on behalf of both the Club and the Ticket Holder.
- 10.8 These Conditions together with (as appropriate): (i) any associated online application form/process; and (ii) the scripted information read out to callers to the call centre; (iii) the information provided as part of the interactive voice recognition ticket purchase process; and (iv) applicable FAQs, in each case, as applicable, comprise the entire agreement between the Club and each Ticket Holder in relation to the Contract.
- 10.9 The Club and its group companies shall be entitled to enforce these Conditions against each Ticket Holder. The Club shall at any time be entitled to assign, transfer or novate the benefit and/or burden of (and any right or obligation of the Club under) these Conditions (including any Booking made pursuant to these Conditions) to any of its group companies.
- 10.10 The Club reserves the right (in its sole discretion) to change these terms and conditions from time to time without prior notice, including to any Ticket Holder (for example, to reflect changes in relevant laws and regulatory requirements), and shall publicise such changes on its website.
- 10.11 Notwithstanding that any provision of the Contract may prove to be illegal or unenforceable, the remaining provisions of the Contract shall continue in full force and effect.

10.12 The Contract shall be construed and performed in all respects in accordance with the laws of England and each party agrees to submit to the exclusive jurisdiction of the English courts.

## **Schedule 1**

### **Pitch Session - Terms and Conditions**

The following terms and conditions will apply to Club's provision of the Pitch Session, as part of the Tournament, to relevant Ticket Holder:

1. The Club acknowledges that it cannot guarantee access to a particular pitch and/or section of the pitch at the Stadium or Training Ground. Due to the operational needs of the Club, the weather and/or other unforeseen circumstances, the Club may need to cancel the Tournament or restrict access to the Stadium and/or Training Ground pitch as part of the Tournament. If this is the case the Club will issue a refund of the total booking cost. The Club will contact the Ticket Holder to arrange a refund, this can also be arranged by contacting [tickets@manutd.co.uk](mailto:tickets@manutd.co.uk).
2. In relation to the Tournament, the Club cannot guarantee:
  - a. the amount of time that a Ticket Holder will spend on the pitch; or
  - b. which areas of the pitch a Ticket Holder will be able access.
3. In addition to being given access to a pitch at the Stadium or Training Ground the Club may provide organised football related activities on the pitch. These may comprise the opportunity to participate in a training session and / or a match on a pitch at the Stadium or Training Ground. There is no obligation for you to take part in these activities. If you chose to do so, please consider the following:
  - a. your health and fitness levels; and
  - b. if your clothing and footwear is appropriate. The Club will not provide Ticket Holders with any clothing or footwear for the Tournament..
4. Any Ticket Holder participating in a Tournament must:
  - a. act responsibly, appropriately, sensibly and safely at all times during the Tournament (having regard for the safety and welfare of themselves, other participants and any Club staff and / or coaches leading and/or participating in the Tournament);
  - b. follow all reasonable instructions of Club staff and coaches;
  - c. not use the experience for any commercial purposes; and
  - d. sign a waiver in the form appended to this Schedule at Appendix 1 prior to partaking in such Tournament.

The Club shall have the right to prevent access or remove the Ticket Holder from the pitch and/or Tournament if the relevant Ticket Holder does not comply with these terms.



## **ACTIVITY NOTICE**

This notice relates to the Tournament.

### **Event Information**

- a) You must be physically fit and able to participate in the Tournament. MU is not qualified to decide whether you are fit to safely participate. Please therefore obtain professional advice if required.
- b) You must bring with you necessary and appropriate clothing, footwear, and accessories for your participation in the Tournament. As a guide, MU recommends that you have a t-shirt, a warm long sleeved top if required, shorts, football socks, shin pads and astro turf trainers or molded football boots.
- c) You must act responsibly, sensibly, and safely at all times and ensure that you do not injure yourself or others.
- d) Please follow all instructions given to you during the Tournament. If you are unsure at any time, please always ask a member of MU staff.
- e) You are not permitted to take any videos or audio recordings during the Tournament. You must not bring to the Tournament any video or other filming or recording equipment.
- f) You may take photographs at the Tournament for personal use only. You must not use any images taken for commercial use or provide the images to any third party for publication or distribution.

### **Risk of Injury**

Please note that the Tournament includes activities that are physically challenging. These activities carry risks that cannot be entirely eliminated by MU, including the risk of personal injury arising from (for example) falls, tackles, or improper use of equipment.

### **MU's Liability**

MU is not liable to you for any loss, damage or injury arising from or relating to the the Tournament or your participation in the Tournament (including but not limited to in respect of any loss, theft, or damage to your personal belongings during the Tournament), except in respect of:

- (i) cancellation of the Tournament by MU in its discretion due to operational reasons, in which case MU's liability to you is limited to a partial refund, as set out at Schedule 1 to the Manchester United Football Club Cup Tournament Terms and Conditions; or
- (ii) any of the following:
  - (a) death or personal injury caused by MU's negligence;
  - (b) fraudulent misrepresentation of MU;
  - (c) any losses for which MU's liability cannot be excluded by law.

### **Use of Images**

By signing below, you grant MU the right to take images and/or video footage of you during the Tournament, and consent to MU using such images and/or video footage for commercial purposes on a global basis.

### **Your Acceptance**

Before attending the Tournament, please read this notice and sign below to confirm your agreement to this notice. If you are under eighteen years of age, your parent or guardian must sign on your behalf.

If there is anything within this notice that you do not understand or you would like to discuss with MU, please contact MU to discuss further.

Name  
.....  
Date of birth  
.....  
Signature  
.....  
Date  
.....

Name of parent/guardian (if required)  
.....  
Signature  
.....  
Date  
.....

