

MANCHESTER UNITED FOOTBALL CLUB MUSEUM & TOUR TERMS AND CONDITIONS

1 Definitions and interpretations

In these Conditions the following terms have the following meanings:

"Booking" means the reservation and purchase of ticket(s) to the Tour;

"Club" means Manchester United Football Club Limited;

"Conditions" means the terms and conditions applicable to: (i) each Booking; and (ii) enjoyment of the Museum and/or Tour; 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;

"Group Booking" means a Booking for more than 15 individuals;

"Museum" means the Manchester United museum located within the Stadium;

"Museum Visitor" means any individual admitted into the Museum;

"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);

"Tour" means a tour of the Stadium, which includes admission to the Museum, and a tour of the Training Ground including travel to and from the Training Ground (via such means as determined by the Club from time to time);

"Ticket Holder" means any individual included in a Booking or Group Booking for the Tour as applicable; 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 Tour.

2.2 The purchaser of a ticket for the Tour is required to agree to these Conditions at the point of purchase. Any individual (including any lead booker on a Group 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. Each Museum Visitor is required to agree to these Conditions where applicable at the point of admission into the Museum.

3 Ticket Holder's and Museum Visitor's rights and obligations

3.1 The Ticket Holder and Museum Visitor shall only be permitted to access areas of the Stadium and/or the Training Ground that form part of the Museum and/or Tour 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 Museum and/or Tour any animals (with the exception of guide dogs) or any food, drink or litter; and to comply with all instructions of any Museum and/or Tour official or other officer or employee of the Club.
- 3.3 No ticket for the Museum and/or Tour may be re-sold or transferred to any third party. Advertising tickets for the Museum and/or Tour 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.

4 The Club's rights and obligations

- 4.1 The Club shall have the right to prevent access to or remove from the Museum and/or Tour (including refusing the Ticket Holder any travel between the Stadium and the 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, 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 Museum and/or Tour and from time to time take such other steps in relation to the Museum and/or Tour as the Club in its sole discretion considers to be necessary;
- 4.2.2 change the contents of the Museum and/or Tour without notice to the Ticket Holder where such change is required for operational purposes; and/or
- 4.2.3 close parts of the Museum and/or Tour without notice to the Ticket Holder for the purposes of performing 4.2.1 and 4.2.2;
- 4.2.4 change the route of the Tour based on business need without notice to the Ticket Holder at MU's absolute discretion;

without liability 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 Museum and/or Tour will be available.

5 Ticket Holder's visit

- 5.1 All Ticket Holders must be aged 3 years or over, and any Ticket Holder between the ages of 3 and 16 years must be accompanied by a paying parent or guardian or other adult over the age of 16 years, which person shall accept full responsibility for the minors they accompany and provide adequate supervision at all times. The Club reserves the right to require confirmation of age as, in its sole discretion, it considers necessary.
- 5.2 The Ticket Holder should arrive at the Sir Alex Ferguson Stand (Old Trafford Stadium) no later than 60 minutes before the allocated start time for their Tour 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 which may delay the Ticket Holder's entry.
- 5.3 The Tour departs from level 1 of the Museum and Ticket Holders must arrive at the Tour departure point no later than **10 minutes** before the allocated start time of their Tour. It is not

possible for Ticket Holders to join a Tour once the Tour has departed. If a Ticket Holder has to cut short their time visiting the Museum in order to join the Tour then Ticket Holders can return to the Museum after the Tour is completed (although please note that the Museum closes at 5pm. Ticket Holders booked onto afternoon Tours may wish to arrive at the Stadium in enough time to visit the Museum prior to their Tour).

- 5.3 **If the Ticket Holder fails to arrive at the Tour departure point by the allocated start time then they will not be permitted to join their allotted Tour.** 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 their allocated Tour.
- 5.3 Tours last for approximately 4 hours. For safety and security, Ticket Holders will only be permitted to leave a Tour for exceptional reasons. You must ensure that you have sufficient time to complete the Tour.
- 5.4 The Ticket Holder shall only be entitled to take photographs in the Museum and/or during the part of the Tour which takes place at the Stadium for bona fide private and non-commercial purposes. Photography will be prohibited during the part of the Tour which takes place at the Training Ground. Live streams are prohibited at all times during the Tour.
- 5.5 The Ticket Holder shall be solely responsible for its personal property during the Tour 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 (i.e. when there is a late change of match days) and the Club shall have the right, at its sole discretion, to:

6.1.1 suspend or cancel the Tour; and/or

6.1.2 close the whole of the Museum;

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 (at its own discretion) to accept an alternative date/time (if available) or 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 Museum and/or Tour 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 or Group Booking (as applicable) shall cease and it shall have no further liability to the Ticket Holder in respect of that original Booking or Group Booking (as applicable).
- 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 or Group Booking (as applicable). 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

- 7.1 The Ticket Holder shall have the right to cancel an advance Booking or a Group Booking, where payment has been made, but in such circumstances, it shall not be entitled to a refund for that Booking or Group Booking (as applicable). If the Ticket Holder requests an alternative date/time in relation to a Booking or Group Booking, the Club shall make reasonable efforts (subject to availability) to rearrange the Ticket Holder's Booking or Group Booking (as applicable) but shall not provide any guarantee to this effect or incur any liability to the Ticket Holder for its failure to do so.

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 Museum and/or Tour.
- 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 Group Booking or the suspension or cancellation of the Booking or Group 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.

General

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

- 11.1 The Official Club Sanctions guidance document which is available at 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.
- 11.2 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).
- 11.3 All Ticket Holders who place a Booking or Group Booking for the Tour 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 or Group Booking to enter the Tour 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 will be brought to the Ticket Holder's attention by the Club (see for example any applicable privacy policy, signage and/or other forms of announcement in or around the Stadium or Training Ground). For further information please contact the Club.

- 11.4 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).
- 11.5 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 manutd.com. 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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 or Group Booking made pursuant to these Conditions) to any of its group companies.
- 11.10 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.
- 11.11 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.
- 11.12 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.