Please read this document carefully as the terms below apply to your use of the Season Ticket

In particular, we ask you to note the following:

- **A Season Ticket may be used by a person who is not the Ticket Holder pursuant to, and in accordance with, the upgrade/downgrade/transfer procedures and/or the friends & family procedures set out in these terms and conditions. Subject to those procedures, Season Tickets are personal to Ticket Holders, are not transferable and shall not be transferred or resold under any circumstances, save: (i) where expressly permitted by the Club in its absolute discretion; or (ii) via any ticket exchange system operated by or on behalf of the Club.**

- **All Ticket Holders are entitled to opt out of purchasing tickets for the Football League Cup.**

- **Under-16 Ticket Holders are entitled to: (i) opt out of purchasing a ticket for all home cup matches; and/or (ii) on a match by match basis, upgrade their ticket for any home match.**

- **16-17, 18-20 and Over-65 Ticket Holders are entitled, on a match by match basis, to upgrade, downgrade or transfer their ticket for any home match in accordance with these terms and conditions.**

- **If a Ticket Holder opts out of purchasing any home cup match ticket (either at the start of the Season (in the case of the League Cup) or on a match by match basis) then this may adversely affect a Ticket Holder's ability to obtain away match tickets (which includes, without limitation, any finals of cup competitions and FA Cup semi-finals).**

- **A Full Ticket Holder may lend their Season Ticket to a friend or a member of their family for a specific match or matches, subject to and in accordance with these terms and conditions.**

- **Ticket Holders are required to provide valid payment card details which will be used to purchase tickets for home cup matches. For each home cup match for which a Ticket Holder either fails to provide valid payment card details or the card or payment for such home cup match is declined, the Ticket Holder's Season Ticket may be suspended for one home league match.**

- **The Club will not contact you each time it successfully takes payment for a home cup match. We recommend that you regularly check your relevant payment card statement and online booking history to view those home cup matches for which payment has been made and your Season Ticket is valid.**

- **Due to the rules and regulations of competitions in which the Club participates, the Club cannot guarantee that a Ticket Holder's usual seat will be available to them for each home cup match.**

The terms and conditions below contain further details on each of these points.

Season Ticket Terms and Conditions – Season 2013/2014

Definitions

1. In these terms and conditions:

"**Authorised User**" means a person who the Ticket Holder has authorised to use their Season Ticket for a specific home match pursuant to these terms and conditions (including the upgrade/downgrade/transfer provisions and friends and family provisions of these terms and conditions);

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

"**Season**" means the football season (usually running from August to May inclusive) for which a Season Ticket is valid;

"**Season Card**" means the entry card which is provided to the Ticket Holder in order for the Ticket Holder to access the Stadium during the course of the Season;

"**Season Ticket**" means a product entitling a person to attend certain competitive home matches of the Club taking place during the Season (subject to these terms and conditions);

"**Stadium**" means the Club's ground at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA;

"**Stadium Access System**" means the automated system which permits a Ticket Holder access to the Stadium via their Season Card; and

"**Ticket Holder**" means the registered holder of a Season Ticket.

General Season Ticket Terms

2. The purchaser of a Season Ticket is required to agree to these terms and conditions at the point of purchase. Any individual purchasing a Season Ticket for a third party shall be deemed to be acting with the consent of each Ticket Holder for whom they are making that purchase, including acting with the authority of each such Ticket Holder to agree to these terms and conditions on their behalf. Following the purchase of a Season Ticket the Club shall only communicate with the registered Ticket Holder (regardless of whether such Season Ticket was bought on their behalf or otherwise).

3. Season Tickets are for the use of supporters of the Club only. By purchasing or using a Season Ticket a Ticket Holder is representing that they (and any Authorised User) are a supporter of the Club.

4. There are five categories of Season Ticket:

Under-16 Season Ticket	available to individuals under the age of 16 (please note, these are only available to purchase in the Family Stand and the Sir Alex Ferguson Stand Tier 3)
16-17 Season Ticket	available to individuals who are aged 16 or 17
18-20 Season Ticket	available to individuals who are aged 18, 19 or 20
Over-65 Season Ticket	available to individuals aged 65 and over
Full Season Ticket	available to all other individuals not entitled to purchase an Under-16, 16-17, 18-20 or Over-65 Season Ticket

5. An individual shall be entitled to purchase:

- an Under-16 Season Ticket if they are under the age of 16 on 1 August 2013;
- a 16-17 Season Ticket if they are aged 16 or 17 on 1 August 2013;
- an 18-20 Season Ticket if they are aged 18, 19 or 20 on 1 August 2013;
- an Over-65 Season Ticket if they are aged 65 or over on 1 August 2013; or
- a Full Season Ticket if they are aged 21 or over, but under the age of 65 on 1 August 2013;

6. The price payable by an individual in respect of an Under-16 Season Ticket shall be fixed. The price payable by an individual in respect of a 16-17 Season Ticket, an 18-20 Season Ticket, an Over-65 Season Ticket and Full Season Ticket shall vary depending on the location of the seat within the Stadium (and such prices shall be communicated to prospective purchasers of such Season Tickets prior to any such purchase). Following purchase of a Season Ticket, an individual will be deemed to be an Under-16 Ticket Holder, 16-17 Ticket Holder, 18-20 Ticket Holder, Full Ticket Holder or Over-65 Ticket Holder (as appropriate).

7. If a Full Ticket Holder reaches the age of 65 during the course of the Season (and provides the Club with satisfactory proof of the same and relevant card details to process any refund which may be due to the Ticket Holder) such Full Ticket Holder shall be deemed to be an Over-65 Ticket Holder in respect of all home matches from that date and shall: (i) be entitled to a pro-rata refund of the price of the Season Ticket (which shall represent the difference between the price actually paid by the Ticket Holder for the Full Season Ticket for the remainder of the Season and the amount that would be due for the Over-65 Season Ticket for the remainder of the Season); and (ii) pay the standard price of an Over-65 Ticket Holder for the seat they are allocated for all home cup matches from the date on which they provide such satisfactory proof of their eligibility for an Over-65 Season Ticket.

8. If a Full Ticket Holder who is under the age of 16, and has purchased a Season Ticket in any part of the Stadium other than those parts of the Stadium within which an Under 16 Season Ticket is available (i.e. any part of the Stadium other than the Family Stand and the Sir Alex Ferguson Stand Tier 3), reaches the age of 16 during the course of the Season (and provides the Club with satisfactory proof of the same and relevant card details to process any refund which may be due to the Ticket Holder) such Full Ticket Holder shall be deemed to be a 16-17 Ticket Holder in respect of all home matches from that date and shall: (i) be entitled to a pro-rata refund of the price of the Season Ticket (which shall represent the difference between the price actually paid by the Ticket Holder for the Full Season Ticket for the remainder of the Season and the amount that would be due for the 16-17 Season Ticket for the remainder of the Season); and (ii) pay the standard price of a 16-17 Ticket Holder for the seat they are allocated for all home cup matches from the date on which they provide such satisfactory proof of their eligibility for a 16-17 Season Ticket.

9. The 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 these terms and conditions. Particular attention is drawn to the regulation which states "...nobody may stand in any seating area whilst play is in progress". The issue of the Season Ticket and subsequent access to the Stadium is subject to the rules and regulations of FIFA, UEFA, the FA, the Premier League and the Football League.

10. Save in exceptional circumstances and subject to these terms and conditions, upon presentation of a Season Card the Ticket Holder (and no additional persons) will be permitted access during the Season to: (i) all Premier League home matches at the Stadium; (ii) all home cup matches at the Stadium for which the Ticket Holder has opted in to, or is required to purchase a ticket (in accordance with these terms) and for which the Club has received payment; and (iii) all of the Club's home reserve team matches (wherever played but subject to capacity restrictions at the relevant venue not having been exceeded); in each case for the purpose of watching the relevant matches from the seat allocated to the Season Ticket during the Season Ticket application process (subject to paragraphs 19, 20 and 21 below).

11. Following the purchase of a Season Ticket, a Ticket Holder shall also be considered to be a "Member" for the purposes of the Club's official membership scheme. Such membership shall: (i) entitle the Ticket Holder to certain of the benefits (for example, discounts at the Red Café, museum and tour and megastore) that are associated with such membership (but shall exclude: (1) any right to purchase tickets associated with such membership; and (2) any right to receive a membership pack (being a pack which includes gift or 'giveaways' which are included with such membership and a membership card); and (ii) be subject to the terms and conditions of such membership scheme.

Away matches

12. A Season Ticket does not guarantee a ticket for any of the Club's away matches (which includes, without limitation, any finals of cup competitions and any FA Cup semi-finals). Where a Ticket Holder obtains a ticket for any away match through the relevant application process conducted by the Club, that ticket shall be personal to the Ticket Holder, is not transferable and shall not be transferred or resold in any circumstances, save where expressly permitted by the Club or the away club (or, if applicable, the governing body or competition organiser).

13. Where a Ticket 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 Ticket 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.

14. If, following the allocation of an away match ticket to a Ticket Holder, any Ticket Holder: (i) transfers or resells 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 these terms and conditions and: (1) the Club shall be entitled to bar the Ticket Holder from any future application process conducted in respect of away match tickets; and (2) for the avoidance of doubt the provisions of paragraph 38 shall apply.

Payment for Home Cup Matches

15. The purchase and use of a Season Ticket is conditional upon the Club being provided with valid payment card details in respect of that Season Ticket, and the payment card details will be used by the Club to fulfil the purchase of a ticket for home cup matches (as explained below). Each Ticket Holder must keep the Club informed of any changes relating to the payment card details provided. Please note that the Club is only able to process payments for home cup matches using credit cards, Visa debit cards and Mastercard debit cards (subject to certain specific exceptions where the Club does not accept certain types of these payment cards).

16. If: (i) a Ticket Holder fails to provide the Club with valid payment card details pursuant to paragraph 15; or (ii) the Club attempts to use any payment card details provided pursuant to paragraph 15 to fulfil the purchase of a home cup match ticket and a card or payment is declined; the following provisions shall, in each case, apply:

    (a) the Ticket Holder's Season Card shall not be activated for the relevant home cup match and the Stadium Access System will not permit the Ticket Holder entry to the relevant home cup match;

    (b) the Ticket Holder will lose the right to purchase a ticket for the relevant home cup match;

    (c) the Ticket Holder will be liable to pay any resulting bank or other administrative charge or expense incurred or imposed by the Club (including without limitation any booking fee which would usually have been charged on the purchase of such home cup match ticket); and

    (d) in respect of each home cup match for which the Ticket Holder fails to provide valid payment card details or for which the Ticket Holder's card or payment is declined, the Ticket Holder's Season Ticket may (in the Club's discretion) be suspended for one home league match. Where the Club suspends a Ticket Holder's Season Ticket pursuant to this Paragraph 15(d): (i) the Club shall inform the Ticket Holder of the relevant match for which the Ticket Holder's Season Ticket has been suspended (taking into account the appeal process and associated timeframes for such process set out at Paragraph 18); and (ii) (subject to the appeals process set out at Paragraph 18) the Ticket Holder's Season Card shall be deactivated for the relevant home league match and the Stadium Access System will not permit the Ticket Holder entry to the relevant home league match.

17. The Club shall not be required to inform any Ticket Holder of the date that it will use payment card details supplied by that Ticket Holder to take payment for a home cup match, or that it has successfully taken payment in respect of any home cup match. It is the responsibility of the Ticket Holder to check their payment card statement and online booking history for details of those home cup matches for which payment has been successfully taken.

18. If a Ticket Holder's Season Ticket is suspended pursuant to Paragraph 16(d) the Ticket Holder shall be entitled to appeal to the Club's management against the suspension. Appeals must: (i) be made within 7 days of the Club informing the Ticket Holder that their Season Ticket has been suspended; (ii) be in writing; (iii) be marked for the attention of "Director of Venue Development"; and (iv) set out the reasons for the appeal and why the Ticket Holder believes their Season Ticket should be not be suspended. The Club shall respond in writing setting out its response to an appeal.

Relocation of Seats

19. The Club may from time to time relocate a Ticket Holder from their usual allocated seat to an alternative seat within the Stadium where this is required for operational reasons (for example and without limitation, to facilitate the refurbishment or redevelopment of certain areas of the Stadium).

20. Due to the rules, regulations and requirements of the competitions in which the Club participates, the Club cannot guarantee that the Ticket Holder's usual allocated seat will be available for every home cup match. Ticket Holders in the following areas of the Stadium are at greater risk of being relocated than others: (i) East Stand Tier 2 (as the current location for away fans in the corner between South Stand and the East Stand, may not be sufficient to accommodate the away fans' ticket entitlement for a cup match); (ii) South Stand (to accommodate additional media and commercial partner requirements for UEFA competitions); (iii) the front two rows of East & West Stands, Lower and the Sir Alex Ferguson Stand, Block N1407 (as advertising boards used for cup matches may be larger than those used for league matches); and (iv) West Stand, Block W209 (to accommodate additional television camera positions).

21. If the Club is unable to allocate a Ticket Holder their usual seat for a particular home match, then an alternative seat will be allocated to that Ticket Holder. If the alternative seat is in the same or a higher price band than the Ticket Holder's usual allocated seat then the price payable by the Ticket Holder for that seat shall be the price that the Ticket Holder would have paid had they purchased their usual allocated seat for the match. If the alternative seat is in a lower price band than the Ticket Holder's usual allocated seat then the price payable by the Ticket Holder shall be the price of that alternative seat for the match (and, in the case of any home match in the Premier League where a Ticket Holder is allocated an alternative seat which is in a lower price band than the Ticket Holder's usual allocated seat, the Ticket Holder shall be entitled to receive a refund in respect of such match which shall be equal to the difference between the price of the Ticket Holder's usual allocated seat for that match and the alternative seat allocated to the Ticket Holder for that match).

22. Where it is necessary to relocate a Ticket Holder (a "Relocating Ticket Holder") from their usual seat, then the Club will use reasonable endeavours to ensure that the Relocating Ticket Holder is provided with an alternative seat that is adjacent to or within reasonable proximity to any Ticket Holders whose usual seats are adjacent to the Relocating Ticket Holder's usual seat ("Neighbouring Ticket Holders"), provided that the Season Tickets of the Relocating Ticket Holder and the Neighbouring Ticket Holders were purchased from the Club as part of the same transaction or are connected by such other identifiable factor which allows the club to link such tickets on its ticketing and membership database (e.g. the same payment card is registered for the purchase of home cup matches).

<u>FA Cup, European Cup and League Cup Competitions</u>

23. Subject to Paragraphs 24, 25 and 27, the Club shall use card details provided under paragraph 15 to fulfil the purchase by a Ticket Holder of a ticket for each of the Club's home matches at the Stadium in the FA Cup, European cup and League Cup competitions (excluding finals).

<u>Opting out of FA Cup and European cup matches</u>

24. Under-16 Ticket Holders (but no other Ticket Holder) may opt-out of FA Cup or European cup matches on a match by match basis. If an Under-16 Ticket Holder does not wish to attend a home match in the FA Cup or a European cup competition and notifies the Club (using such methods as the club may require and publicise) within 3 days of the match being announced (or, if different, the timescale communicated to the Ticket Holder by the Club following the match being announced) then the card details held in respect of that Ticket Holder will not be used by the Club to fulfil the purchase of a ticket for that match (or if they have been used, the Under-16 Ticket Holder's payment card shall be refunded) and the Under-16 Ticket Holder's Season Card will not grant access to that match.

<u>Opting out of League Cup matches</u>

25. At the point of purchasing a Season Ticket, each Ticket Holder will be entitled to opt out of purchasing a ticket for all home League Cup matches during the Season.

26. If a Ticket Holder opts out of the League Cup, they automatically forfeit the right to purchase their usual allocated seat for all home League Cup matches but shall (for each home League Cup match) be entitled to enter a ballot for tickets with the same priority of sale as members of the Club's membership scheme.

27. If a Ticket Holder does not opt out of the League Cup for the entire Season, but does not wish to attend a particular League Cup home match, then within 3 days (or, if different, the timescale communicated to the Ticket Holder by the Club) following the relevant match being announced they must notify the Club (using such methods as the Club may require and publicise). If a Ticket Holder opts out of a specific League Cup match in accordance with this paragraph 27, their card details will not be used by the Club to fulfil the purchase of a ticket for that specific match (or if they have been used, the relevant Ticket Holder's payment card shall be refunded) and the Ticket Holder's Season Card will not grant access to that specific match.

Consequences of Opting-out

28. If a Ticket Holder opts out of purchasing **any** cup ticket (either at the start of the Season (in the case of the League Cup) or on a match by match basis), then this may adversely affect any application to obtain away match tickets (which includes, without limitation, any finals of cup competitions and any FA Cup semi-finals) through the application processes operated by the Club.

Upgrades/Downgrades/Transfers

29. For each home match:

(a) Under-16 Ticket Holders shall (on a match by match basis) be entitled to upgrade their Season Ticket to a 16-17 ticket, 18-20 ticket, Over-65 ticket or Full ticket, or transfer their Season Ticket to an Under-16 ticket;

(b) 16-17 Ticket Holders shall (on a match by match basis) be entitled to upgrade their Season Ticket to a Full ticket or an 18-20 ticket, downgrade their ticket to an Under-16 ticket or transfer their ticket to either an Over-65 ticket or 16-17 ticket;

(c) 18-20 Ticket Holders shall (on a match by match basis) be entitled to upgrade their Season Ticket to a Full ticket or downgrade their ticket to an Under-16 ticket, Over-65 ticket or 16-17 ticket; and

(d) Over-65 Ticket Holders shall (on a match by match basis) be entitled to upgrade their Season Ticket to a Full ticket or an 18-20 ticket, downgrade their ticket to an Under-16 ticket, or transfer their ticket to either a 16-17 ticket or Over-65 ticket;

provided in each case that

(i) the relevant Ticket Holder provides the Club with: (1) the name and address of the Authorised User for the relevant match; and (2) satisfactory proof of the eligibility of the Authorised User to use that particular category of ticket for the relevant match (for example, if the Season Ticket is being upgraded from an Under 16 Season Ticket to an Over-65 ticket, proof that the Authorised User is aged 65 or over);

(ii) where a Season Ticket has been upgraded for a match, the Ticket Holder pays: (1) the face value of the upgraded ticket for that match (less the cost of the Ticket Holder's current ticket if this has already been paid); and (2) any booking fee or similar administrative charge which may be payable on such transaction;

(iii) where a Season Ticket has been downgraded for a match, the Ticket Holder shall be entitled to a refund equal to the difference between the Ticket Holder's current ticket for that match and the face value of the downgraded ticket for that match (less any booking fee or similar administrative charge which may be payable on such transaction);

(iv) a Ticket Holder may only conduct a downgrade of their Season Ticket for a maximum of two matches during the Season (unless the Club in its absolute discretion agrees otherwise);

(v) the Club shall publicise the methods, channels and period of time during which a Season Ticket can be upgraded, downgraded or transferred in this manner. Unless otherwise agreed by the Club (in its absolute discretion) a Ticket Holder shall not be entitled to upgrade, downgrade or transfer their Season Ticket on the day of a match;

(vi) the Ticket Holder: (1) shall be responsible for ensuring that the Authorised User complies with these terms and conditions as if the Authorised User were the Ticket Holder; and (2)

shall be liable for the acts and omissions of the Authorised User. Any breach by the Authorised User of these terms and conditions shall be deemed to be a breach by the Ticket Holder themselves; and

(vii) a Ticket Holder shall not in any way advertise or market the availability of their Season Ticket on an upgrade/downgrade/transfer basis (or otherwise) for any match.

Sharing with Friends and Family

30. For each home match, a Full Ticket Holder shall (on a match by match basis) be entitled to lend their Season Ticket to a friend or a member of their family provided, in each case, that:

(a) the Ticket Holder: (1) shall be responsible for ensuring that the Authorised User complies with these terms and conditions as if the Authorised User were the Ticket Holder; and (2) shall be liable for the acts and omissions of the Authorised User. Any breach by the Authorised User of these terms and conditions shall be deemed to be a breach by the Ticket Holder themselves;

(b) the Ticket Holder shall not in any way advertise or market the availability of their Season Ticket on a loan basis (or otherwise) for any home match;

(c) at the request of the Club, the Ticket Holder shall provide the Club with the name and contact details of any Authorised User; and

(d) the Ticket Holder shall not be entitled to any part-refund from the Club based on the age of the Authorised User for any home match.

Additional Terms

31. A Ticket Holder (or: (i) any person purporting to be the Ticket Holder; or (ii) any Authorised User) may be required at any time to deliver up the relevant Season Card for inspection by the Club and to prove that they are the Ticket Holder (or Authorised User). To access the Stadium, a Ticket Holder's Season Card must be placed against (or within, if applicable) the Stadium Access System as directed by the turnstile operator. Admission will be refused to any person who attempts to use the same Season Card on more than one occasion at the same match, or use a Season Card which has been cancelled.

32. If a Ticket Holder damages, loses or misplaces their Season Card, or has the same stolen, they should report this to the Club as soon as possible. If a Season Card is stolen, the Police should also be contacted immediately by the Ticket Holder and the relevant crime number should be quoted in all correspondence with the Club. Unless the Club reasonably believes that a Ticket Holder is, or has been, acting in a fraudulent or illegal manner and/or in breach of any of these terms and conditions (including without limitation paragraph 36 below), then the Club shall either (in its sole discretion): (i) shall issue a replacement Season Card to the Ticket Holder of a damaged, lost or stolen Season Card; or (ii) issue a replacement Season Card in the form of individual paper tickets for each remaining match of the season (in each case subject to paragraph 33 below).

33. The issue of a replacement Season Card (or paper tickets) by the Club to a Ticket Holder shall be subject to: (i) (in certain circumstances, and at the Club's discretion) the requirement that the Ticket Holder of a damaged, lost or stolen Season Card attends the Club Ticket Office in person to collect such replacement Season Card (or paper tickets) and provides the Club with satisfactory evidence of their identity; and (ii) payment of a fee to the Club (unless the Club in its absolute discretion decides to waive such fee) and the level of such fee shall be communicated to the relevant Ticket Holder at the relevant time. The current fee to issue a replacement Season Card (or paper tickets) for a Season Card that has been damaged, lost or stolen is £15.00.

34. Once a Season Ticket is purchased the Ticket Holder shall not be entitled to cancel their Season Ticket and no refunds shall be given by the Club for any matches unattended. In particular, the following should be noted:

(a) The dates and times of all of the Club's matches for the Season are subject to alteration on a regular basis and the Club shall have no liability whatsoever to Ticket Holders (or any Authorised User) in respect of any such alterations. The Club shall however make reasonable endeavours to publicise any fixture changes as far in advance as possible (including via the Club website) and the Club

recommends that Ticket Holders visit the Club website on a regular basis in order to check the latest dates and times of matches.

(b) Matches can be abandoned or postponed (for example, due to weather conditions or unforeseen events) and the Club shall have no liability whatsoever to a Ticket Holder (or any Authorised User) if any match covered by the Season Ticket is abandoned or postponed. Ticket Holders shall however be entitled to attend any re-arranged version of such match.

(c) In the extremely unlikely event that a match covered by the Season Ticket is cancelled and not subsequently re-arranged, a Ticket Holder will be entitled to a refund (not exceeding the price of the Ticket Holder's usual allocated seat for that match).

35. Season Tickets are personal to Ticket Holders, are not transferable and shall not be transferred or resold under any circumstances, save: (i) in accordance with any upgrade, downgrade or transfer procedures set out in these terms and conditions; (ii) in accordance with the friends and family procedures set out in these terms and conditions; (iii) where expressly permitted by the Club in its absolute discretion; or (iv) via any ticket exchange system operated by or on behalf of the Club. In particular, Ticket Holders are expressly prohibited from using Season Tickets as gifts or prizes in any competitions or other promotional activities of whatever nature, except where the Club (in its absolute discretion) gives its prior written permission.

36. 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. If a Ticket Holder is convicted of a criminal offence related to the illegal sale of match tickets, or the Club reasonably suspects that they have committed such an offence, then: (i) the Club may notify Greater Manchester Police or the Premier League (who in turn may notify the UK Football Policing Unit). Information that the Club may disclose includes contact details of the Ticket Holder, information about the offence (or suspected offence) and about any other ticket purchases; and/or (ii) this shall be deemed a breach of these terms and conditions and, for the avoidance of doubt, paragraph 38 shall apply.

37. Season Cards (and replacement paper tickets) will remain the property of the Club at all times (each Ticket Holder retaining a Season Card (and replacement paper tickets) on behalf of the Club and being entitled to the benefits conferred by the Season Ticket subject to these terms and conditions). The Club reserves the right to require the immediate return of the Season Card (and replacement paper tickets) at any time.

38. The Club reserves the right to suspend the use of a Season Ticket and all associated benefits for a period of time, withdraw its use and such benefits completely and/or terminate the Ticket Holder's contract for the purchase of the Season Ticket if: (i) the Ticket Holder (or any Authorised User or any individual in possession of the Season Card) breaches any of these terms and conditions (or the Club has reasonable grounds to suspect such a breach) or otherwise misuses the Season Ticket or Season Card; (ii) the Ticket Holder (or any Authorised User) breaches any of the terms and conditions (or the Club has reasonable grounds to suspect such a breach) of any other Club related scheme in which he/she is participating (including without limitation any official membership scheme); or (iii) the Ticket Holder is prohibited (whether by law or otherwise) from attending any football ground (including the Stadium). Save as expressly set out in these terms and conditions, the Club shall not be obliged to make any refund to a Ticket Holder if their Season Ticket and associated benefits are suspended or withdrawn or if their contract for the purchase of a Season Ticket is terminated.

39. The Club may remove a Ticket Holder (or: (i) any person purporting to be the Ticket Holder; or (ii) any Authorised User) from any match if the Club has reasonable cause to believe that they are in breach of any of these terms and conditions. Any failure to hand over a Season Card (or replacement paper ticket) on request will lead to the immediate cancellation of the relevant Season Ticket and all associated benefits. Any costs incurred by the Club in recovering a Season Card shall be payable by the Ticket Holder. If the Club has cause to remove a Ticket Holder (or any Authorised User) from the Stadium pursuant to this Paragraph 39 then it may inform Greater Manchester Police. Information that the Club may disclose includes contact details of the Ticket Holder (or Authorised User), information about the breach of the terms and conditions (or suspected breach) and the nature of or outcome of any measures taken against a Ticket Holder (or Authorised User) following their ejection from the Stadium.

40. Nothing in these terms and conditions gives any guarantee that a Ticket Holder will be entitled to renew their Season Ticket or purchase a Season Ticket in any subsequent season.

41. Ticket Holders and Authorsied Users shall not bring into (or use within) the Stadium any equipment which is capable of recording footage of a match, save in respect of mobile phones used only for the purpose of making telephone calls or sending messages or emails in text form.

42. Ticket Holders and Authorsied Users are not entitled to re-enter the Stadium if they leave the Stadium at any time on a match day, except where the Club expressly approves such re-entry. The Club will only give such approval where a Ticket Holder or Authorised User had a compelling reason to leave the Stadium in the first instance (for example, reasons of medical emergency).

43. Smoking is not permitted in any part of the Stadium and the Club takes a serious view of any individual in breach of this policy. The Club reserves the right to eject from the Stadium any Ticket Holder or Authorised User smoking anywhere in the Stadium. For the avoidance of doubt, the foregoing includes smoking of imitation cigarettes, personal vaporizers or any other form of electronic or e-cigarette.

44. The Club shall have no liability to a Ticket Holder (or any Authorised User) for: (i) any interruptions and/or restrictions to the view of any match; and/or (ii) any impact on the Ticket Holder's (or Authorised User's) enjoyment of any match; in each case which is caused by either: (1) the position of the Ticket Holder's allocated seat; and/or (2) other ticket holders in the Stadium.

45. Ticket Holders should be aware that access to the second and third tiers (including the quadrants) of the stands in the Stadium involves a substantial amount of climbing. Ticket Holders who have difficulty climbing or who suffer from vertigo are advised accordingly. Ticket Holders should also be aware that certain seats situated in the lower stands of the Stadium may be affected by adverse weather conditions.

46. The Club may from time to time create images and/or audio-visual video footage of Ticket Holders (and Authorised Users) attending the Stadium. The Club owns all rights in such images and footage and shall be entitled to use the same for the purpose of: (i) promoting the Club and its commercial partners; and (ii) any other commercial activity provided in each case that such use does not harm the reputation of the relevant individual whose image is used.

47. In the absence of negligence or other breach of duty by the Club or its servants or agents, a Ticket Holder will be responsible for any loss, theft, injury or damage to any of their articles left or displayed in or at the Stadium.

48. The Club shall not have any liability to a Ticket Holder (or any Authorised User) in respect of any failure to carry out or delay in carrying out any of the Club's obligations under these terms and conditions (including, without limitation: (i) admitting a Ticket Holder (or any individual in possession of a Season Card or any Authorised User) to the Stadium for a particular match; or (ii) making a Ticket Holder's usual or allocated seat available to them for a particular match) which is caused by circumstances outside its reasonable control.

49. The Club shall not have any liability to a Ticket Holder (or any Authorised User) for any late delivery or non-delivery of any Season Card, replacement paper ticket, away match ticket, documents or other materials resulting from the actions or omissions of any postal service provider.

50. IF YOU CLAIM THAT THE CLUB HAS BEEN NEGLIGENT OR HAS BREACHED THESE TERMS AND CONDITIONS IN SOME WAY, THE CLUB SHALL ONLY BE LIABLE FOR ANY LOSS, DAMAGE, COST OR OTHER EXPENSE YOU INCUR, OR IN RESPECT OF DEATH OR PERSONAL INJURY SUFFERED, THAT IS A FORESEEABLE CONSEQUENCE OF THE CLAIMED NEGLIGENCE OR BREACH.

51. These terms and conditions, together with (as appropriate): (i) any associated online application form/process; (ii) the scripted information read out to callers to the call centre; (iii) the information provided as part of the automated telephone season ticket purchase process; and/or (iv) information provided to an individual attending the ticket office (or such other physical location from which the Club may sell Season Tickets (e.g. the Club megastore)); comprise the entire agreement between the Club and a Ticket Holder in relation to the purchase of a Season Ticket and subsequent use of a Season Card. An Authorised User has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of such agreement.

52. The Club and its group companies shall be entitled to enforce these terms and 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 terms and conditions to any of its group companies.

53. If any of these terms and conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, they shall, to that extent, be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by applicable laws.

54. The failure by the Club to exercise or a delay by the Club in exercising a right or remedy provided by these terms and conditions does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of these terms and conditions does not constitute a waiver of any other breach and shall not affect the other terms and conditions.

55. These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.