

Newcastle United Terms & Conditions

SEASON TICKET 2009/2010 – CONDITIONS OF USE

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DEFINITIONS

SEASON TICKET 2009/2010 – CONDITIONS OF USE

1. Issue of Season Ticket

- 1.1 The issue of a Season Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.
- 1.2 Season Tickets are for the use of supporters of the Club only. By applying for a Season Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club.

2. Admission to the Ground

- 2.1 Use of a Season Ticket constitutes acceptance of the Terms & Conditions of Entry.
- 2.2 A Season Ticket permits you to occupy at the Match the seat indicated on the Season Ticket or such other alternative seat of equal price as the Club may, from time to time, allocate to you at its reasonable discretion.
- 2.3 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.
- 2.4 Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent season.
- 2.5 You are advised to occupy your seat at least thirty minutes prior to kick-off. Please contact a Steward if you have any query regarding your seat. The Club's policy is to take such legal action as it deems appropriate against any persons found attempting to gain access to the Ground under false pretences.
- 2.6 Save as set out in clause 2.7 below, you shall not bring into (or use within) the Stadium any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it.
- 2.7 Mobile telephones are permitted within the Stadium, provided that they are used for personal and private use only and not for recording or transmitting a match or any aspect of it.
- 2.8 Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the Stadium any sponsorship, promotional or marketing materials.
- 2.9 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature.

3. Use of Season Ticket

- 3.1 Season Tickets are issued for your sole use and you shall not resell, assign or (save as set out in clause 3.2 below) transfer or lend the Season Ticket or the benefit of it to any other person without the prior written consent of the Club. The reference to reselling the Season Ticket includes reference to offering to sell a Season Ticket, exposing a Season Ticket for sale, making a Season Ticket available for sale by another and advertising that a Season Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Season Ticket may not be offered as a prize in any promotion or competition nor transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another good or service, or used for any other commercial purpose, save as expressly authorised by the FL or the Club.
- 3.2 You may only resell or transfer the Season Ticket to a Guest with the express written consent of the Club given at the Club's absolute discretion. No such resale or transfer will be permitted except where the same takes place in respect of an individual match and in consideration of no payment or benefit in excess of the face value of a ticket to that Match and such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such resale or transfer to any Guest is hereby provided be subject to the Terms and Conditions of Entry which will

(save for any rights to transfer under this clause) apply to that Guest as if he/she was the original purchaser of the Season Ticket (and you must inform the Guest of this).

- 3.3 The unauthorised sale or disposal of tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that Season Tickets are being sold illegally and will press charges to be brought against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed a ticketing offence, we will notify the Football League who may in turn notify other Football League Clubs and/or the UK Football Policing Unit. The information that we share may include your personal details, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticketing offences and disorder at matches.
- 3.4 The Season 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 Season Ticket at any time.
- 3.5 Any Season Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Season Ticket shall be nullified. Misuse of this Season Ticket may result in the holder being refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation and withdrawal of this Season Ticket. In the event of any cancellation and withdrawal in accordance with this clause 3.5, no refund shall be payable to the holder in respect of any unexpired portion of the Season Ticket. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorized use of the Season Ticket.
- 4. Changes to Dates, Refunds & Exchanges**
- 4.1 All fixtures are subject to change. 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 Season Ticket will enable you to attend the re-arranged Match.
- 4.2 The Club will have no further liability whatsoever, including (but not limited to) any direct or consequential loss or damage, loss of enjoyment or travel costs.
- 4.3 Season Ticket purchases are non refundable and no refunds can be made in respect of any matches not attended.
- 5. Lost or Stolen Season Tickets**
- 5.1 In order to gain admission to the Ground the Season Ticket must be presented at every Match.
- 5.2 For safety reasons and to avoid congestion, please use the turnstile number(s) printed on the Season Ticket.
- 5.3 In the event that you forget your Season Ticket in respect of any individual Match, the Club shall not be obliged to admit you or issue any other form of ticket for that Match. If a match-day duplicate ticket is issued, the Club may require payment of a non-refundable administration charge.
- 5.4 The Club cannot accept any responsibility for a lost or stolen Season Ticket. If you lose your Season Ticket please report this to the Police and to the Newcastle United Box Office immediately. The Club reserves the right not to accept requests for replacement or forgotten, lost or misplaced Season Tickets. If, in the Club's opinion, a Season Ticket is irreparably lost, stolen or destroyed, a duplicate Season Ticket may be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge. Only one duplicate Season Ticket will be issued to you per season and you will be required to sign a document confirming that the original Season Ticket is irreparably lost, stolen or destroyed and indemnifying the Club against any direct or indirect consequences of such matter having been falsely represented or stated to the Club. Applications for the issue of a duplicate Season Ticket cannot be made on the day of a Match.
- 5.5 Should any Season Ticket when applied for not arrive in the post after purchase, you will be required to sign a document confirming this and undertaking to immediately return the original Season Ticket to the Club should it come into your possession at any time.
- 6. Change of Address**
- 6.1 If you change your address during the season you must notify the Club as soon as reasonably practicable. You may do so by either writing to the Box Office at St James' Park or by calling 0844 372 1892 (+44 870 444 1892 for non UK customers.)
- 7. Cancellation & Withdrawal of Season Ticket**
- 7.1 Without prejudice to any other remedies it may have, the Club shall have the right to eject an offender and to cancel and withdraw your Season Ticket for any serious or persistent breach of these Terms & Conditions of Entry. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Season Ticket. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms & Conditions of Entry:

7.1.1 smoking in designated non-smoking areas;

- 7.1.2 persistent standing in seated areas whilst the Match is in progress;
- 7.1.3 sale or transfer (save as permitted) of this Season Ticket to any person for one or more matches;
- 7.1.4 deliberate misuse of the Season Ticket;
- 7.1.5 the supply of any misleading or incorrect information in any application;
- 7.1.6 persistent swearing during one or more Match;
- 7.1.7 the throwing of any object within the Ground without lawful authority or excuse;
- 7.1.8 the chanting of anything of an indecent, racist, sexist or homophobic nature or discriminatory comments directed towards people with a disability;
- 7.1.9 any misrepresentation in relation to clause 1.2;
- 7.1.10 breach of the terms of any Membership;
- 7.1.11 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of this Season Ticket;
- 7.1.12 any offence under the Football Spectators Act 1989; the Sporting Events (Control of Alcohol Act) 1985; the Football Offences Act 1991; any other criminal offence in or near the Ground or being subject to a Banning Order under the Football Disorder Act 2000 (all as may be amended from time to time); or
- 7.1.13 Behaviour likely to cause damage, injury, nuisance or annoyance or for failure to comply with the reasonable requests of Club officials.
- 7.1.14 In the event that your Season 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.

8. Concessionary Rates

In order to qualify for a concessionary Season Ticket rate you must fulfil the following criteria:

- 8.1 A junior Season Ticket concession is available to anybody under the age of 18 on 1 September 2009. Proof of date of birth (e.g. a birth certificate) is required for all new season ticket applications.
- 8.2 A student Season Ticket concession is available to anybody in possession of a National Union of Student identification card or another form of identification deemed acceptable by the Club.
- 8.3 A senior citizen Season Ticket concession is available to anybody over the age of 65 on 1 September 2009. Proof of date of birth (e.g. a birth certificate) is required for all new season ticket applications.
- 8.4 Applicants who apply for a disabled Season Ticket concession can be required to provide supporting information. If a disabled person requires the assistance of an attendant, that attendant will be admitted free of charge for the sole purpose of giving assistance to the disabled person and does not infer any right to attend matches without the disabled person.

9. Disability Discrimination Act

In accordance with the provisions of the Disability Discrimination Act the Club has made reasonable adjustments in respect of access for disabled supporters.

10. Family Stand Area

The maximum adult to child ratio in the Family Area is two adults to one child. There is no maximum child to adult ratio. Should the child be unable to attend a Match then in order to attend that Match the adult must upgrade the child's ticket to the appropriate equivalent adult rate. A child's ticket can be upgraded a maximum of three times in any one season.

11. Season Ticket Price Freeze

- 11.1 Acceptance of the Season Ticket Price Freeze is an irrevocable commitment by the customer for the period of the offer and the customer may not terminate the agreement.
- 11.2 A payment schedule will be sent for the 2010/2011 season to those customers that previously opted for the payment plan option. Season Tickets for the 2010/2011 season will be paid for by direct debit in 10 monthly instalments. Should any payments be missed then the agreement may be terminated by the Company and admittance to the Ground may be denied. No payments will be refunded in any circumstances

12. Exclusion of Liability

To the maximum extent permitted by law, the Club hereby excludes any liability for loss, injury or damage to persons or property in or around the Ground.

13. Governing Law

These Terms and Conditions of Entry 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.

14. Amendments

Any part, or the whole, of these Terms and Conditions of Entry may be altered, modified or otherwise amended by the Club from time to time. Any such amendments will be announced on the official Club website and will also be available for inspection at the Ticket Office of Newcastle United. In the event of what the Club deems to be a major change to these conditions then Season Ticket holders will be notified in writing.

15. Miscellaneous

- 15.1 Information on how to obtain tickets for games not included in the Season Ticket will be advertised in the Club programme and on the official Club website (www.nufc.co.uk). Tickets for these matches can be purchased from the ticket office in person, by telephone or over the internet on the official Club website (www.nufc.co.uk). Where a limited number of tickets are available the Club will publish the criteria to be used to determine eligibility for tickets on the official Club website (www.nufc.co.uk).

PLEASE NOTE THAT YOUR OWN SEAT IS NOT GUARANTEED FOR SUCH MATCHES AND THE CLUB RESERVES THE RIGHT TO RELOCATE YOU FOR ANY REASON WHATSOEVER WITHOUT LIABILITY. IN THE EVENT THAT YOUR NORMAL SEAT IS UNAVAILABLE THE CLUB WILL WHERE POSSIBLE ENDEAVOUR TO PROVIDE YOU WITH A SEAT AS CLOSE AS POSSIBLE TO YOUR NORMAL SEAT.

- 15.2 The Season Ticket may also be used to gain free admission to The Central League Reserve League home fixtures. As home Reserve team fixtures will often take place at an alternative venue, due to safety reasons there may only be a limited amount of accommodation made available to season ticket holders, which will be allocated on a first come first served basis.

PLATINUM CLUB SEASON TICKET HOLDERS ONLY

16. Admission to Football Association Cup and Football League Cup home matches is free to Platinum Club bond holders for Season 2009/2010.

HOME MATCH TICKET CONDITIONS OF USE

17. Admission to the Ground

- 17.1 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.
- 17.2 Use of the Home Match Ticket constitutes acceptance of the Terms & Conditions of Entry.
- 17.3 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 equal price as the Club may allocate to you at its reasonable discretion.
- 17.4 Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Home Match Ticket in any subsequent Match or season.
- 17.5 Save as set out in clause 17.6 below, you shall not bring into (or use within) the Ground any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it. Any person acting in breach of this provision will be required to deliver up any tapes, films, disks or other recordings or data to the Football League and/or the Club and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs, and Patents Act 1988) to the Football League.
- 17.6 Mobile telephones are permitted within the Ground, provided that they are used for personal and private use only.
- 17.7 Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.
- 17.8 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 17.7 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.
- 17.9 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.

18. Use of Home Match Ticket

- 18.1 The Home Match Ticket is issued for your sole use and you shall not resell, assign or (save as set out in clause 18.3 below) transfer the Home Match Ticket or the benefit of it to any other person without the prior written consent of the Club. The reference to reselling the Home Match Ticket includes reference to offering to sell a Home Match Ticket, exposing a Home Match Ticket for sale, making a

Home Match Ticket available for sale by another and advertising that a Home Match Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Home Match Ticket may not be offered as a prize in any promotion or competition or transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another good or service or used for any other commercial purpose save as expressly authorised by the FL or the Club.

- 18.2 The unauthorised sale or disposal of tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police when it becomes aware that tickets are being sold illegally and will press for charges to be brought against those breaking this law.
- 18.3 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 your Guest(s) for his/her 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 under this clause or any rights to a refund under clause 19.3) apply to the Guest as if he were the original purchaser of the Home Match Ticket (and you must inform the Guest 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 or any police officer. In the event that you and/or your Guest 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 who would be entitled (under the Terms & Conditions of Entry) 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 under this clause or any rights to a refund under clause 17.4) apply to the transferee as if he 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 or any police officer.
- 18.4 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.
- 18.5 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. Misuse of this Home Match Ticket may result in the holder being refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation and withdrawal of this Home Match Ticket. In the event of any cancellation and withdrawal in accordance with this clause 18.5, no refund shall be payable. The Club further reserves its right to take any legal action against any persons as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorized use of the Home Match Ticket.
- 19. Changes to Dates, Refunds & Exchanges**
- 19.1 No guarantees can be given by the Club that the 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, other than that detailed in Clause 19.2.
- 19.2 In the event of the postponement or abandonment of the Match, you will be entitled to receive a full refund or receive the equivalent ticket for the subsequent re-arranged Match via such application procedure as the Club stipulates. The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel costs.
- 19.3 Home match ticket refunds are only permissible when the match ticket is received by the Club a minimum of 72 hours prior to kick off. Tickets received after this time will not be refunded under any circumstance. Visitor section ticket holders should contact their own club for details of their refund policies. A refund 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 belongs to the Ticket Office Manager.
- 20. Lost or Stolen Home Match Tickets**
- 20.1 In order to gain admission to the Ground the Home Match Ticket must be presented in its entirety at the Match.
- 20.2 The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Home Match Ticket.
- 21. Cancellation & Withdrawal of Home Match Ticket**
- 21.1 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:

- 21.1.1 smoking in designated non-smoking areas;
 - 21.1.2 persistent standing in seated areas whilst the Match is in progress;
 - 21.1.3 sale or transfer (save as permitted) of this Home Match Ticket to any person;
 - 21.1.4 deliberate misuse of the Home Match Ticket;
 - 21.1.5 any misrepresentation in relation to clause 17.1;
 - 21.1.6 persistent swearing during the Match;
 - 21.1.7 the throwing of any object within the Ground without lawful authority or excuse;
 - 21.1.8 the chanting of anything of an indecent or racist nature;
 - 21.1.9 the supply of any misleading or incorrect information in any application;
 - 21.1.10 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of a Home Match Ticket.
- 21.2 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.

22. Exclusion of Liability

- 22.1 To the maximum extent permitted by law, the Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground.

23. Governing Law

- 23.1 These Conditions of Issue shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

AWAY MATCH TICKET CONDITIONS OF USE

24. Issue of Away Match Ticket

- 24.1 The issue of an Away Match Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.
- 24.2 Away Match Tickets are for the use of supporters of the Visiting Club only. By applying for an Away Match Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Visiting Club.

25. Admission to the Ground

- 25.1 Use of an Away Match Ticket constitutes acceptance of the Terms & Conditions of Entry.
- 25.2 An Away Match Ticket permits you to occupy the seat indicated on the Away Match Ticket or such other alternative seat of equal price as the Club may allocate to you at its reasonable discretion.
- 25.3 Save as set out in clause 25.4 below, you shall not bring into (or use within) the Ground any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Match or any aspect of it. Any person acting in breach of this provision will be required to deliver up any tapes, films, disks or other recordings or data to the Football League and/or the Club and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs, and Patents Act 1988) to the Football League.
- 25.4 Mobile telephones are permitted within the Ground, provided that they are used for personal and private use only.
- 25.5 Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.
- 25.6 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 25.5 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.
- 25.7 The Club reserves the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry.

26. Use of Away Match Ticket

- 26.1 The Away Match Ticket is issued for your sole use and you shall not resell, assign or (save as set out in clause 26.3 below) transfer the Away Match Ticket or the benefit of it to any other person without the prior written consent of the Club. The reference to reselling the Away Match Ticket includes reference to offering to sell a Away Match Ticket, exposing a Away Match Ticket for sale, making a Away Match Ticket available for sale by another and advertising that a Away Match Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Away Match Ticket may

not be offered as a prize in any promotion or competition or transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another service or goods, or used for any other commercial purpose, save as expressly authorised by the Football League or the Club.

- 26.2 The unauthorised sale of tickets is illegal 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 Away Match Tickets are being sold illegally and will press charges to be brought against those breaking this law.
- 26.3 If more than one Away Match Ticket is issued to you, one Away Match Ticket must be retained by you for personal use (subject to the provisions below) and the remainder may be transferred to your Guest(s) for his/her personal use only **PROVIDED THAT** such transfer takes place in consideration of no payment or benefit in excess of the face value of the Away 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 under this clause or any rights to a refund under clause 27.3) apply to the Guest as if he/she was the original purchaser of the Away Match Ticket (and you must inform the Guest of this). You will provide the name and the 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 are unable to use any Away Match Ticket then you may transfer that Away Match Ticket(s) to a natural person who is known to you personally who would be entitled (under the Terms & Conditions of Entry) to purchase such Away 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 Away 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 under this clause or any rights to a refund under clause 26.3) apply to the transferee as if he were the original purchaser of the Away 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 or any police officer.
- 26.4 The Away 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 Away Match Ticket at any time.
- 26.5 Any Away 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 Away Match Ticket shall be nullified. Misuse of this Away Match Ticket may result in the holder being refused entry to, or ejected from, the Ground in respect of the particular Match and/or the cancellation and withdrawal of this Away Match Ticket. In the event of any cancellation and withdrawal in accordance with this clause 26.5, no refund shall be payable. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorized use of the Away Match Ticket.
- 27. Changes to Dates, Refunds & Exchanges**
- 27.1 No guarantees can be given by the Club that the Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule the Match without notice and without any liability whatsoever.
- 27.2 In the event of the postponement or abandonment of the Match, you will be entitled to receive a full refund or receive the equivalent ticket for the subsequent re-arranged Match via such application procedure as the Club stipulates. The Club will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel costs.
- 27.3 In order to obtain a refund, the Away Match Ticket must be received by the Club a minimum of 72 hours prior to kick off. Tickets received after this time will not be refunded under any circumstance. A refund will only be issued on production of identification that the individual requesting the refund is the person to whom the Away Match Ticket was originally sold. For the avoidance of doubt, the final decision belongs to the Ticket Office Manager.
- 28. Lost or Stolen Away Match Tickets**
- 28.1 In order to gain admission to the Ground the Away Match Ticket must be presented in its entirety at the Match.
- 28.2 The Club shall not be obliged to issue any replacement for a lost, stolen or destroyed Away Match Ticket.
- 29. Cancellation & Withdrawal of Away Match Ticket**
- 29.1 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 these Terms & Conditions of Entry to cancel and withdraw the Away 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:
- 29.1.1 smoking in designated non-smoking areas;

- 29.1.2 persistent standing in seated areas whilst the Match is in progress;
 - 29.1.3 sale or transfer (save as permitted) of the Away Match Ticket to any person;
 - 29.1.4 deliberate misuse of the Away Match Ticket;
 - 29.1.5 any misrepresentation in relation to clause 24.2;
 - 29.1.6 persistent swearing during the Match;
 - 29.1.7 the throwing of any object within the Ground without lawful authority or excuse;
 - 29.1.8 the chanting of anything of an indecent or racist nature;
 - 29.1.9 the supply of any misleading or incorrect information in any application;
 - 29.1.10 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of the Away Match Ticket.
- 29.2 In the event that your Away 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.

30. Exclusion of Liability

- 30.1 To the maximum extent permitted by law, the Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground.

31. Governing Law

- 31.1 These Conditions of Issue shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

ONLINE BOX OFFICE CONDITIONS OF USE

32. Contract Formation

- 32.1 When you submit your order, you are offering to buy tickets at the price stated in accordance with the terms and conditions which, if accepted by us, will result in a binding contract. It is therefore important that you read and accept the terms and conditions before submitting the order.
- 32.2 Once you have completed your order, you will be asked to confirm that it is correct. If it is not, you can amend or cancel the order before submitting it. It is your responsibility to ensure it is correct before submission.
- 32.3 We will send a confirmation email on receipt of your order. This is not an acceptance of your offer, but an acknowledgement that we have received the order, and that our Ticket Office are processing it. The contract between us will not be formed until we dispatch the tickets to the address as stated in your order.
- 32.4 Whilst we try to ensure that pricing and ticketing information on our website is correct at all times, errors may occasionally occur. If we discover an error in the price or nature of the ticket you have ordered, we 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 we are unable to contact you, we will unfortunately have to treat the order as cancelled. If the order is cancelled, we will of course provide you with a full refund.

WEBSITE TERMS OF USE

33. Copyright and Trade Marks

- 33.1 The website and its design, text, graphics, illustrations, images and other feed (audio and video), the selection and arrangement thereof and software are copyright © of the Club or nufc.co.uk or their licensors. The trade marks depicted on this website are the property of the Club, nufc.co.uk or their licensors and they retain all rights in such trade marks.
- 33.2 The sports audio and video recordings are used under licence and with the permission of the relevant proprietor.
- 33.3 The sports archive photographs are supplied and used under licence from EMPICS Limited, the Club and others.
- 33.4 All rights are reserved and reproduction of part or all of the contents of this site is prohibited other than in accordance with the following permissions:
 - 33.4.1 Permission is granted to download the materials contained on this website to a single personal computer and to print a hard copy of such materials solely for personal, non-commercial use.
 - 33.4.2 Permission is granted for you to copy extracts of texts from news articles that appear on this website (excluding without limitation photographs, illustrations, logos, match reports, match statistics, and audio and video materials) for non

commercial supply, in text format only, to individual third parties for their personal, non commercial use, but only if you satisfy the parts 33.4.4.2.1,2 & 3:

- 33.4.2.1 You acknowledge our website as the source of the extract and include a prominent reference to this website's URL. If the supply by you of the extract is via the internet, such acknowledgment must include a hypertext link to this website with the copy of the extracted material; and
 - 33.4.2.2 You inform the third party that the conditions set out in this Section 2 apply to him/her and that he/she must comply with them; and
 - 33.4.2.3 You re-produce the extracted material in complete and unmodified form and, if the supply by you of the extract is via the internet, that you do not frame the extract within your own website.
- 33.5 For the purpose of these terms, non commercial supply or use shall mean that neither you nor any third party may charge for viewing any materials that have been downloaded or copied from this website, and that neither you nor any third party can use any materials from this website to attract others to buy goods or services.
- 33.6 Any other use of materials on this website, including storage and recording (other than on a purely transitory basis to permit you to view them), reproduction, modification, distribution, re-transmission, diversion or republication, without the prior written permission of nufc.co.uk, is strictly prohibited. This means, for example, that you must not use on any other website any materials displayed on this website from time to time.

34. Data Protection

- 34.1 The information and data ("**personal data**") which is provided by you in connection with this website will be held on the computers and manual records of, and will be used by the Club, nufc.co.uk and any other reputable suppliers of goods and services which nufc.co.uk believes may be of interest to you (together "**the companies**"). A complete list of all such companies is available on request from the address below.
- 34.2 The personal data shall be used by the companies for the following purposes:
- 34.2.1 To update and develop the companies' records and for assessment and analysis including market and service/product analysis;
 - 34.2.2 To assist the companies in the provision of services/products to you; and
 - 34.2.3 To facilitate reviews, developments and improvements to the services/products offered to you.
 - 34.2.4 The companies may inform you from time to time by e-mail, telephone, or mail about relevant news, information, services and products offered by any of them which they believe may be of interest to you.
 - 34.2.5 You are under no obligation to buy anything, however, if you prefer not to be contacted either update your personal details section in your online account or write to nufc.co.uk at the address below stating your full name and address and providing any other relevant information.
- 34.3 By law you are entitled, upon payment of a fee, to receive a copy of information or data about you that is held by any of the companies. You are also entitled to require the rectification, erasure or blocking of any such information or data which is inaccurate or not up-to-date and held by the companies. If you wish to exercise any of these rights, please write to nufc.co.uk at the address below stating your full name and address and providing any other relevant information.
- 34.4 To see the sites full privacy policy statement please **click here**

35. Liability

- 35.1 In using this website, you agree to the terms and conditions of use. If you do not accept any of them, you should exit this website now. Nufc.co.uk reserves the right to change these terms of use from time to time and your use of the website following such change shall be deemed to be your acceptance of such change. Nufc.co.uk further reserves the right, at any time, to charge you for accessing certain materials on this website and/or to make access to certain materials on this website conditional on you agreeing to additional terms and conditions. If you make any purchases through the official Club Shop you will, in addition, be subject to the then current conditions of sale that apply to all such purchases ("**conditions of sale**").
- 35.2 The Club and any of its officially recognised 3rd Parties cannot be held liable for the for the accuracy of content, although will reasonably endeavour to provide the latest information
- 35.3 The Club will endeavour to provide a safe online experience, however is not liable for any risk of viruses or other damage.
- 35.3.1 Any direct loss whatsoever.

- 35.3.2 Any loss of profits, business, or anticipated savings or loss of or corruption of data or any other indirect loss whatsoever.
- 35.4 Nothing in these terms of use shall exclude or limit the liability of either the Club or nufc.co.uk for death or personal injury due to its negligence or for its fraud.
- 35.5 This website contains links to third party sites from, for example, this website's home page and from the shopping zone. These third party sites are beyond the control of the Club and nufc.co.uk and neither the Club nor nufc.co.uk accept any responsibility for their content or for any transactions between you and such sites. Your use of these third party sites, and any resultant transactions, may be subject to separate terms and conditions.
- 36. SMS Alerts – Unsubscribe:**
- 36.1 Pay as You Go: If you would like to cancel your subscription please text STOP to 88442. The service will be terminated immediately.
- 36.2 Credit Card/Direct Debit payments: If you would like to cancel your subscription please text STOP to 88442. The service will be terminated immediately and we will take no further payments from you.
- 36.3 N.B. If you text STOP to 88442 to stop receiving messages with immediate effect and you still have some time remaining on your subscription, you will not be refunded any pro-rata amount for the unused period. If you wish to receive messages for the entire period for which you have already paid, please email customerservices@performgroup.com

MEMBERSHIP TERMS AND CONDITIONS

37. Sale Conditions

- 37.1 By purchasing a Membership product you acknowledge your acceptance of the terms and conditions of purchase
- 37.2 Anyone purchasing a Membership on behalf of any other person shall be deemed acting with the consent of the Member for whom they have purchased Membership, including acting with the authority to agree to these terms and conditions on behalf of each Member.
- 37.3 Membership is sold on the basis of one per person. The Club shall be entitled to refuse an application from, or cancel the Membership of any Member who: (i) it believes is not a genuine supporter of the Club; or (ii) does not provide the personal details or information that the Club requires to process or maintain their Membership.

38. Membership Enrolment

- 38.1 2009/10 Membership runs from 1 July 2009 – 30 June 2010.
- 38.2 On expiry of Membership all rights and benefits of Membership will cease.
- 38.3 The Club reserves the right to re-brand or re-name the Membership scheme or introduce additional official membership schemes at any time. Members may at the discretion of the Club be transferred onto any such additional or replacement scheme without prior notice provided always that they shall be entitled to the same or similar benefits.
- 38.4 The Club will process Membership applications in order of receipt within 30 calendar days of receipt
- 38.5 All Membership materials will be sent to the Member's registered address or email. The Club is not responsible for the accuracy of this data and the Member must make sure that their contact information is correct at all times.
- 38.6 The Club shall not have any liability to a Member for any late delivery or non-delivery of a Membership card, documents or other materials resulting from the actions or omissions of any postal service provider.

39. Membership Benefits

- 39.1 Membership does not guarantee that a Member will be entitled to purchase a match ticket for any game or to attend any of the Club's matches.
- 39.2 Members applying for tickets for the Club's matches are strictly on the basis of two tickets per match per Member, unless expressly permitted otherwise by the Club.
- 39.3 All Membership Benefits are subject to change at any time.
- 39.4 Members shall be entitled, upon presentation of their Membership Card, to free admission to all of the Club's home reserve team matches, wherever played, subject to capacity restrictions at the relevant venue not having been exceeded.

- 39.5 The Club reserves the right to vary the manner or system by which tickets for any of the Club's matches are allocated or by which Members will qualify for such tickets, provided that reasonable notice is given to Members.
- 39.6 When seeking to enjoy the benefits of Membership, a Member may be required at any time to show their Membership card for inspection by the Club's representatives to prove that they are a Member.
- 39.7 Neither a Membership Card nor the benefits of Membership may be transferred to any other person. All Membership Cards remain the property of the Club, which may require the immediate return of a Membership Card at any time.
- 39.8 The benefits of Membership are as advertised by the Club, the Club reserves the right to substitute replacement products or benefits as part of Membership in place of any products or benefits advertised in promotional material.

40. Loss, Theft, Refunds and Cancellations

- 40.1 If a Member loses or misplaces their Membership card, or has it stolen, they should report this to the Club as soon as possible. If the Membership card is stolen, the Police should also be contacted immediately by the Member. The Club shall be entitled to charge a fee for the issue of any duplicate Membership card, subject to change at the Club's discretion.
- 40.2 The Club may cancel the Membership of a Member and all associated benefits if they breach any of these terms and conditions or are banned or restricted from attending any football ground (including the Stadium)
- 40.3 The Club reserves the right to not refund membership fees due to (i) late delivery of any Membership Benefits, (ii) change of personnel at the Club, (iii) delays in processing membership applications, (iv) change of venue, fixtures and other event changes including match fixtures.
- 40.4 Membership fees are paid upon application and can be submitted anytime during the course of a season. On processing your application we will send your Welcome Pack.
- 40.5 Fees are calculated per Membership package and relate to the age, pack specifics and geographic area of origin.
- 40.6 If a Membership is cancelled, whether by the Club or the Member, no refund will be paid to the relevant Member for any remaining period of Membership.
- 40.7 If the method of payment provided for Membership fails or is refused (other than as a result of a fault of the Club), the prospective Member shall pay any charges incurred by the Club as a result, and Membership will be withdrawn from the Member until the Membership subscription (and any relevant charges) have been paid for in full.
- 40.8 The Club shall not have any liability to a Member for a failure to carry out or delay in carrying out its obligations under these terms and conditions caused by any circumstances outside its reasonable control.

41. Membership Additional Terms

- 41.1 The Club reserves the right to change these terms and conditions from time to time and shall publicise any material changes on either or all of: (i) the Club's main website; (ii) emails to the notified email address of the Member; or (iii) in writing.
- 41.2 These terms and conditions are the entire agreement between the Club and the Member in relation to their Membership.
- 41.3 If any of these terms and conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms and conditions 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.
- 41.4 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.

DEFINITIONS

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

"Away Match Ticket" means a printed paper ticket or any ticket smartcard (and/or any rights arising out of or in connection with any of the foregoing) for admission to the Match.

"Club" means Newcastle United Football Company Ltd.

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

"Ground" means the football Ground and all other 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 (copies of which are enclosed).

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

"Match" means that Football League football match in which the Club participates and that takes place at the Ground during Season 2009-2010 as designated upon the ticket to which these Conditions of Issue apply.

"Season Ticket" means a season ticket smartcard (and/or any rights arising out of or in connection with a season ticket smartcard) for admission to Matches.

"Terms & Conditions of Entry" means each of the rules and regulations of FIFA, UEFA, The Football Association and The Football League; the Ground Regulations; and the Conditions of Issue (all of which are available from the Club on request).

"Visiting Club" means the football club playing against

"Membership" refers to membership of an official Newcastle United membership scheme operated by the Club

"Membership Card" refers to the cards that are issued to active members.

"Welcome Pack" refers to the subsidiary information that a Member receives as part of their subscription.

"Member" refers to a person who is registered as an official member of a Newcastle United membership scheme and is entitled to the benefits of Membership, subject to these terms and conditions

"Website" refers to the online domain of Newcastle United Football Company Ltd, over all platforms owned directly or by a recognised 3rd party agent or supplier acting on behalf of the Club.