

**Crystal Palace Football Club**  
**Membership Terms & Conditions 2017/18**

The following terms and conditions (the “Terms and Conditions”) apply to all purchases of a Membership (as defined below). Before purchasing, these Terms and Conditions are to be read in conjunction with the Conditions of Entry (as defined below). Purchase of a Membership and use of the benefits it confers are subject to these Terms and Conditions and the Conditions of Entry and all Members agree to be bound by the same.

**PART I – General Terms and Conditions**

**1. Definitions**

In these Terms and Conditions, the following words and phrases shall have the following meanings (unless stated otherwise):

“**Address**” the addresses of Members provided to the Club upon application for the purchase of a Membership, or such other addresses as may be notified by Members to the Club in accordance with condition 11 below;

“**Club**” CPFC Limited;

“**Conditions of Entry**” the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the English Football League, Home Ticket Terms and Conditions and the Ground Regulations;

“**Cup Competition**” each of the League Cup, the FA Cup and the UEFA Competitions;

“**Cup Match**” any match in a Cup Competition in which the Team participates during the Season;

“**English Football League**” or “**Football League Limited**” a limited liability company incorporated in England with registered number 00086012 which operates and manages the second tier of professional association football in England and Wales comprising the championship and two further divisions known as the First Division and the Second Division or however such second tier may otherwise be constituted after any restructuring of such divisions during the Membership Term;

“**Ground**” Selhurst Park Stadium, London SE25 6PU (or such other ground to which the Club relocates on a temporary or permanent basis to the extent that the Selhurst Park Stadium is unavailable for use by the Club);

“**Ground Regulations**” the 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, a copy of which is available on the Website;

“**Home Match**” a Match played at the Ground;

“**Home Ticket Terms and Conditions**” the standard terms and conditions applicable to the purchase of tickets and attendance at a Home Match, a copy of which is available on the Website;

“**Loyalty Points**” points earned by Members under the Club’s ticket loyalty point scheme in place from time to time;

**“Match”** any Premier League match, English Football League match, Cup Match or friendly match played by the Team in the Season;

**“Member”** a person who is registered as an official member of the Club’s Membership scheme, whether a Gold, Silver, International or Junior Member and is entitled to the Membership Benefits, subject to these Terms and Conditions;

**“Membership”** the membership of an official scheme of membership operated by the Club;

**“Membership Benefits”** in respect of each Membership, the ability to apply for the purchase of Match tickets in accordance with condition 4 and the additional benefits to which a Member is entitled, as set out in Part II of these Terms and Conditions;

**“Membership Card”** the card (and any replacement thereof) issued to each Member by the Club which will detail the Member’s personal client reference ID number;

**“Membership Price”** the price payable for each Membership as set out on the Website or as otherwise notified by the Club from time to time;

**“Membership Term”** each period of Membership which begins upon the date of purchase of the Membership and runs until the end of the Season;

**“Premier League”** the association football league of leading professional association football clubs operated and managed by the Football Association Premier League Limited or any replacement thereof;

**“Purchaser”** a person purchasing any number of Memberships;

**“Season”** means the playing season of competitive professional matches played by the Team in all competitions for the 2017/18 season which shall ordinarily commence in or around 1 August of 2017 and end in May 2018;

**“Subsequent Season”** means any subsequent football season of competitive professional matches played by the Team;

**“Team”** the Club’s men’s first team squad of full-time, professional association football players;

**“Website”** the Club’s website at [www.cpfcc.co.uk](http://www.cpfcc.co.uk).

## **2. Types of Membership.**

**2.1** Memberships will be made available to individuals at the Club’s sole discretion. The Club currently has five Memberships as follows (as may be amended by the Club from time to time):

- a. Gold Membership, available to individuals aged 18 or over at the date of initial purchase of the Membership;
- b. International Membership available to individuals aged 18 or over at the date of initial purchase of the Membership;
- c. Junior Membership available to individuals aged 17 or under at the date of initial purchase of the Membership;
- d. Junior Gold Membership, available to individuals aged 17 or under at the date of initial purchase of the Membership; and
- e. Silver Membership available to all individuals.

**2.2.** If, during the course of a Membership Term, a Member reaches an age which would place that Member outside the age limits for his/her current Membership (e.g., a Junior Member turns 18), such Member shall continue with his/her current Membership (and continue to be entitled to the same Membership Benefits associated with that Membership) until the expiry or termination of that Membership Term. If a Member subsequently purchases Membership for a further period the Member should upgrade to the appropriate Membership for his/her age at that time.

**2.3.** Memberships are available for purchase by supporters of the Club only. By applying to purchase one or a number of Memberships and/or using a Membership Card, the Purchaser hereby warrants and represents that they (and any person they are buying a Membership for or who uses the Membership Card) are a supporter of the Club.

**2.4.** The Membership of each Member shall be for the duration of the Membership Term.

### **3. Price and Payment**

**3.1.** The price payable for each Membership shall vary depending on the specific type of Membership purchased. The price shall be as set out on the Website and/or as otherwise notified by the Club from time to time and communicated to an individual prior to any purchase. Unless expressly stated otherwise, all prices are inclusive of VAT.

**3.2.** By applying to subscribe to a Membership, a Purchaser is making an offer to the Club. A contract for the supply of the Membership shall be created when the required payment has been received (which, for the avoidance of doubt, means when cleared funds are received) by the Club and the Club has issued a confirmation of purchase.

**3.3.** Any individual purchasing a Membership for a third party shall be deemed to be acting with the authority of each Member for whom they are making the purchase, including acting with the authority of each such Member to agree to these Terms and Conditions on their behalf. Following the purchase of a Membership the Club shall only communicate with the registered Member (regardless of whether such Membership was bought on their behalf or otherwise).

**3.4.** Memberships may be purchased using any of the following purchase methods:

- a. via the CPFC ticket Website <https://www.cpfctickets.com/memberships.aspx> ;
- b. over the telephone by calling +44 (0) 8712 000071 (calls from a BT landline cost 10p per minute and calls from a mobile may cost considerably more. Please note that calls may be recorded or monitored to ensure and improve the quality of our service); or
- c. in person at the ticket office at the Ground.

**3.5.** Where a Junior and/or Junior Gold Membership is purchased the following terms shall apply:

- a. if the Purchaser is a prospective Junior Member or Junior Gold Member, the Purchaser shall be required to (i) confirm as part of the purchase process that they have the consent of their parent and/or legal guardian to their purchase of the Membership and that the parent and/or legal guardian agrees to the Member being subject to these Terms and Conditions. Junior and Junior Gold Members under the age of 13 may additionally be required to provide the email address of their parent and/or legal guardian as part of the purchase process at which point an email containing details of the purchase shall be sent to the parent / legal guardian's email address and the parent/legal guardian shall be given the opportunity to object to the purchase of the Membership. If the parent/legal guardian does so object, they should contact the Box Office, and request that the purchase of the Membership be cancelled. Upon cancellation a full refund shall be given to the Purchaser using the payment details provided on purchase; and
- b. if the Purchaser is the parent and/or legal guardian of a prospective Junior Member or Junior Gold Member, they shall confirm as part of the purchase process that they consent to the Member being subject to these Terms and Conditions.

**3.6.** The sale of Memberships is subject to the Purchaser providing the Club with full payment of the relevant price.

**3.7.** The Club only accepts payments made for Memberships as follows:

- a. by Direct Debit (You will be required to complete and provide a direct debit mandate form via the CPFC ticket Website or the Box Office);
- b. by a valid debit card
- c. by a valid credit card (the Club does not accept American Express or Diners); or
- d. by cash in pounds sterling.

**3.8.** The Club always tries to ensure that pricing and ticketing information provided by the Club (including but not limited to, on the Website, on any literature or by a sales representative) is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to any Memberships which has been purchased, the Club will endeavour to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Club will then provide the Purchaser with the option of reconfirming the order at the correct price/product description or cancelling the order. If the Club is unable to contact the Purchaser having made reasonable attempts to do so, the Club will treat the order as cancelled.

#### **4. Match Ticket Applications (for the Season) and other benefits of Membership**

**4.1.** The Member shall be entitled to the benefits listed in Part II of these Terms and Conditions according to the type of Membership purchased.

**4.2** Following purchase of a Membership, where invited by the Club to do so and subject to availability, a Member shall have the opportunity to apply to purchase tickets for Matches. The availability for tickets

for Matches will be publicised by the Club on a match by match basis and as detailed in this condition 4 and Part 11 of these Terms and Conditions.

**4.3.** If an International Membership has been purchased those Members shall at any time, following release of the fixture list for Premier League Matches or English Football League Matches (as relevant), have the opportunity to notify the Club of which Premier League Home Matches or English Football League Home Matches (as relevant) it would like to request a ticket for, subject always to availability at the point of notification.

**4.4.** If a Gold Membership or Junior Gold Membership has been purchased any invitation made by the Club to buy Premier League Home Match tickets or English Football League Home League Match tickets (as relevant) shall be offered to Members with a Gold Membership or Junior Gold Membership one (1) day before Junior and Silver Members are invited to purchase. This benefit does not give access ahead of the International Member priority reservation ticket access referred to in condition 4.2 above nor any similar benefit and/or priority that may be given to the Club's season ticket holders from time to time.

**4.5.** The purchase of tickets for Matches that are not at the Ground and are offered for sale by the Club is subject to availability and also subject to a Member having the requisite number of Loyalty Points (as publicised by the Club).

**4.6.** Any Match tickets purchased, or used in relation to, any Membership, shall be used subject to the Conditions of Entry from time to time and nothing in these Terms and Conditions shall operate so as to supersede or take precedence over such Conditions of Entry. Any Match tickets for matches not at the Ground will be subject to conditions of entry issued from time to time for that other ground.

**4.7.** Nothing in these Terms and Conditions shall constitute or imply that you have a guarantee of entitlement to any ticket, seat or access to any area of the Ground or any other ground for any Match.

**4.8.** The benefits of Membership are as advertised by the Club in promotional material or on the Website from time to time. The Club reserves the right from time to time to substitute replacement products or benefits as part of Membership in place of any products or services or benefits advised in promotional material or on the Website.

## **5. Consumer Rights- Legal Right to Cancel Membership**

**5.1.** If the Purchaser/Member is a consumer, they have a right to cancel their initial purchase within 14 days after the day on which they receive the confirmation of purchase. So if during this time a Purchaser/Member changes his/her mind, he/she can notify the Club of their decision to cancel the purchase by contacting the Club's Box Office and receive a refund (the Club will refund on the credit card or debit card used by the Purchaser to pay, if applicable). If the Membership Card and welcome pack has been delivered to the Purchaser/Member before the decision to cancel the purchase, then

they must return it to the Club without undue delay and in any event not later than 14 days after the day on which the Club has been informed of the wish to cancel the Membership.

## **6. Dispatch of Membership Cards and welcome packs/gifts**

**6.1.** All registered Members shall be issued with a Membership Card for their Membership Term. No action is required to activate Membership Cards.

**6.2.** Any Home Match Tickets purchased by a Member will at the request of the Member at the time of purchase either be sent to the Member by post in paper ticket form to the Members home address or as an e-ticket by email to the Members email address, which should then be used to gain entry to the Ground for the relevant Match. Paper tickets will not be posted when purchased 48 hours or less before a Match, and these will need to be collected in person from the Box office before the Match. Any Match tickets purchased for matches not at the Ground will be sent to the Member by post in paper form to the Members home address. The paper tickets for Matches not at the Ground will not be posted when purchased 48 hours or less before a Match and these will need to be collected in person from either the Club's Box Office or from the other ground.

**6.3.** The Club shall not have any liability to any Purchaser or Member for any non-delivery or late delivery of any Membership Card, ticket, documents or other materials dispatched by the Club to the Purchaser and/or Member resulting from the actions, omissions, malfunctions or interruptions of any postal services or incomplete or inaccurate personal details or Addresses provided to the Club.

**6.4.** All Membership Cards and tickets will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Terms and Conditions. Membership Cards and tickets must be produced along with evidence of identity if required by any official, steward or employee of the Club or any police officer.

## **7. Lost, stolen and damaged Membership Cards and tickets**

**7.1.** The Club is not responsible for any Membership Card or ticket which is lost, stolen, forgotten, damaged, defaced, or destroyed. One duplicate of any such Membership Card or ticket may be provided to the Member at the Club's absolute discretion subject to payment of a non-refundable administration fee of up to £20.00 to be paid by the Purchaser or Member prior to the issue of each duplicate Membership Card and/or ticket. Whether a Membership Card or ticket is damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion.

## **8. Transfer of Membership and Cessation of Rights**

**8.1.** In circumstances where a Purchaser purchases a Membership on behalf of another person:

- a. such purchase must not be made in the course of business or for the purpose of facilitating any third party's business;

- b. the Purchaser shall not charge the Member a fee for the purchase, or if a fee is charged, it must be for no greater in value than the face value of the Membership; and
- c. such nominated Member must be a supporter of the Club.

**8.2.** The Member on whose behalf the Membership is purchased pursuant to condition 8.1 shall adhere to and be bound by these Terms and Conditions and it is the responsibility of the Purchaser to inform such a transferee Member of these requirements.

**8.3.** Memberships and Membership Benefits (including, without limitation, Membership Cards and tickets) are for the use of the Member only and are not transferable, except where expressly permitted by the Club in its absolute discretion. Membership Card and ticket transfers must not be made in the course of business or for the purpose of facilitating any third party's business.

**8.4.** Members who purchase Match tickets using their Membership may from time to time be invited by the Club to purchase Match tickets for a guest who does not require a Membership in order to attend a Match ("Guest"). The Guest shall adhere to these Terms and Conditions which shall bind the Guest as if they were the original Member and/or Purchaser of that Membership. It is the responsibility of the Member who owns the Membership Card to procure that the Guest has read, and accepts that they shall be subject to, these Terms and Conditions.

**8.5.** Subject to conditions 8.1 and 8.3 above, all rights with respect to a Membership are personal to the Member and shall cease upon the death of the Member. Any Membership Benefits accrued including (without limitation) any Loyalty Points are not transferrable to any other person or organisation.

## **9. Amendments to Memberships**

**9.1.** The Club reserves the right to re-brand or otherwise vary any of the Memberships, or introduce any additional Memberships, at any time provided that any such variation shall result in a Member receiving the same or substantially similar benefits to those the Member was entitled to receive prior to such variation. Members may, at the sole discretion of the Club, be transferred to such additional or replacement Memberships without prior notice provided always that the Member shall be entitled to the same or substantially similar benefits under the new Memberships as the Member was under the Membership from which the Member was transferred.

## **10. Suspension/Termination of the Membership by the Club**

**10.1** Without prejudice to any other rights or remedies that the Club may have, the Club reserves the right to:

- a. suspend the use of a Membership and/or all or some of its associated benefits for a period of time;
- b. withdraw the use of a Membership and/or all of its associated benefits completely;
- c. terminate the Membership;

- d. prevent a Member and/or any individual in possession of a Membership Card or ticket (either indefinitely or for a period of time) from attending any future Match;
- e. bar a Member from any future application process conducted in respect of Match tickets; and/or
- f. provide the police or other relevant authorities with any relevant information,

in any of the following circumstances:

- i. the Member breaches these Terms and Conditions, or otherwise misuses the Membership or Membership Card;
- ii. The Member breaches any of the terms and conditions of any other Club related scheme in which he/she is participating;
- iii. the Member acts, in the Club's opinion, in a manner inconsistent with the applicable laws, statutes or ordinances or if there are reasonable grounds for suspecting fraud, theft, or dishonesty in connection with the Membership;
- iv. the Member is guilty (or the Club suspects the Member is guilty) of a football related criminal offence;
- v. the Club reasonably believes an unauthorised person is attempting to access the Membership using a Member's account;
- vi failure to pay or default of payment in respect of any sums owing to the Club in respect of any Membership under the Auto Renewal Scheme; or
- vii. any monies are due from a Member to the Club (whether in respect of their Membership or otherwise).

**10.2.** All Loyalty Points acquired by a Member may be revoked if that Member's Membership is cancelled, suspended or withdrawn in accordance with these Terms and Conditions, or if the Member is refused admission or banned from the Ground or any other sporting venue anywhere in the world.

**10.3** Except where a Purchaser/Member exercises their legal right to cancel under condition 5 above, if a Membership is cancelled by a Purchaser/Member, no refund will be paid to the relevant Purchaser/Member for any remaining period of Membership.

**10.4** The Club shall not be obliged to make any refund to a Purchaser/Member if that Membership and/or associated benefits are suspended or withdrawn or if their Membership is terminated by the Club pursuant to condition 10.1 above.

## **11. Exclusion of Liability**

**11.1.** The Club will not be liable to any Purchaser/Member for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- a. any failure or delay by the Club in carrying out any of its obligations under these Terms and Conditions which is caused by circumstances outside of the Club's reasonable control;
- b. any information provided to the Club by a third party; and/or

- c. any failure by a Purchaser/Member to provide updated contact/payment details in accordance with condition 13.

**11.2.** The Club shall have no liability whatsoever for any indirect or consequential loss or damage, loss of profits, loss of business, loss of business opportunity, loss of enjoyment or travel/accommodation costs.

**11.3.** To the extent permitted by law, the Club excludes all conditions, warranties, representations or other terms which may apply to the Membership, whether express or implied.

**11.4.** The Club assumes no responsibility for the services provided by any third party in connection with Membership competitions or benefits, including but not limited to the delivery, standard, quality or otherwise of any benefits provided by third parties or the failure of such a third party. Any issues relating to the purchase, delivery and return of a Membership Benefit should be addressed to the third party.

**11.5.** For the avoidance of doubt, nothing in these Terms and Conditions shall exclude or limit the Club's liability for death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or any other conduct for which liability may not be excluded or limited as a matter of English law.

## **12. Attendance at Matches and Entry into the Ground**

**12.1.** The Club will not be obliged to make any refund to any Purchaser or Member in respect of any ejection from or refusal of entry to the Ground (or any other ground for Matches not at the Ground) or in respect of any Membership or Match ticket which is suspended or withdrawn in accordance with condition 10.

## **13. Change of Details**

**13.1.** Members should promptly notify the Club of any change of details (including, without limitation, changes to payment details Addresses and / or contact details) by:

- a. using the online facility on the Website;
- b. telephoning the Club and asking for 'Box Office';
- c. visiting the Club ticket office in person; or
- d. writing to the Club, for the attention of 'CPFC Box Office', quoting the relevant membership number.

**13.2.** Members may be required to provide the Club with proof of identity and Address to the Club's satisfaction when details are changed under this condition 13.1.

## **14. Ticket Touting**

**14.1.** The unauthorised sale or disposal of a Ticket / Entry Materials may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. This includes, but is not limited to:

- a. offering to sell a Match ticket (including, without limitation, via any website or online auction site);
- b. exposing a Match ticket for sale;
- c. making a Match ticket available for sale by another person;
- d. advertising that a Match ticket is available for purchase, which for the avoidance of doubt (and by way of example only) means that a Match ticket may not be offered as a prize in any promotion or competition;
- e. transferring, lending or selling a Match ticket to any third party as part of a hospitality or travel package; and/or
- f. giving (or offering to give) a Match ticket to a person who pays or agrees to pay for some other goods or services in return (or offers to do so),

The Club will inform the police as soon as it becomes aware that Match tickets are being or have been sold in contravention of this law.

**14.2.** If a Purchaser, Member or Guest is convicted of a ticket touting offence anywhere in the world, or the Club reasonably suspects that a Purchaser, Member or Guest has committed a ticket touting offence anywhere in the world, the Club may notify the Premier League or English Football League (as relevant) who in turn may notify other Premier League or English Football League (as relevant) clubs and/or the relevant law enforcement authorities. The information that the Club shares may include personal details, information about the offence and about ticket purchases (including payment details). The Club will use this to identify and prevent ticket touting offences and disorder at Matches.

## **15. Renewal**

- 15.1 The Club is introducing and implementing a scheme by which a Membership may automatically renew for any Subsequent Season (“Auto Renewal Scheme”).
- 15.2 At the time of purchase of a Membership the Purchaser will be given the option to join the Auto Renewal Scheme.
- 15.3 The Junior Membership and the Junior Gold Membership are not included within the Auto Renewal Scheme.

## **16. Auto Renewal Scheme**

- 16.1 Where a Purchaser (i) has opted in to the Auto Renewal Scheme In accordance with condition 15.2; and (ii) a Purchaser or Member does not inform the Club that it no longer wishes to be part of the Auto Renewal Scheme that the Purchaser has previously opted in to in accordance with condition 15.2 then the following provisions shall apply:

- 16.1.1 subject to condition 16.1.3 and condition 16.2, a Member's Membership shall automatically renew each Subsequent Season on the first Business Day of June in each Subsequent Season and the Club shall inform the Purchaser and Member of the date on which their Membership shall automatically renew (the "Renewal Date") within a reasonable timeframe which shall be no less than 14 days prior to such date;
- 16.1.2 at the same time as informing the Purchaser and Member of the Renewal Date, the Club shall inform the Purchaser and Member of the price payable in respect of that Membership for that Subsequent Season which shall be the price published for that Membership for that Subsequent Season. The Club shall take payment in full for the renewal of the Membership by using either (a) the Direct Debit Mandate or (b) the debit or credit card, as previously provided to the Club by the Purchaser;
- 16.1.3 if (despite being part of the Auto Renewal Scheme) a Purchaser or a Member do not wish to renew a Membership for the Subsequent Season, the Purchaser and Member shall provide the Club with confirmation that they do not wish to renew their Membership prior to the Renewal Date in the manner specified by the Club. At the same time as informing the Purchaser and Member of the Renewal Date, the Club shall inform the Purchaser and Member of the methods by which a Purchaser and Member may confirm to the Club that they do not wish to renew their Membership for the Subsequent Season and the date by which they must confirm that they do not wish to renew which shall be at least 5 days before the Renewal Date;
- 16.1.4 prior to the conclusion of the Season and each Subsequent Season, in addition to providing the Purchaser and Member with the information set out at conditions 16.1.1, 16.1.2 and 16.1.3 the Club shall also provide the Purchaser and Member with the following information:
- (i) the terms and conditions applicable to the Subsequent Season's Membership; and
  - (ii) any other information which is relevant to the renewal and use of the Membership for the Subsequent Season;
- 16.1.5 if the Club does not receive confirmation from the Purchaser and Member that they do not wish to renew the Membership for the Subsequent Season (in accordance with methods and by the date communicated to the Purchaser and Member by the Club pursuant to condition 16.1.3) then: (i) the Membership shall automatically renew on the Renewal Date for the Subsequent Season and the Purchaser and Member shall have no right to choose not to renew the Membership for the subsequent Season or to cancel the Membership for the Subsequent Season following the Renewal Date; and (ii) the Purchaser and Member shall be deemed to have accepted the terms and conditions which apply to that Subsequent Season;
- 16.1.6 If the payment card or Direct Debit Mandate for a Purchaser is declined for payment of the Membership we shall notify the Purchaser and Member and they will have 7 days to provide us a new payment card or a valid Direct Debit Mandate or the Membership shall not be renewed (and therefore be deemed to be cancelled); and
- 16.1.7 If a Purchaser or Member fails to provide the Club with a valid payment method for the renewal of the Membership and the Club is therefore unable to process the renewal of the Membership then the Membership shall not be renewed (and therefore be deemed to be cancelled).

16.2 If, during the course of a Membership Term, a Member reaches an age which would place that Member outside the age limits for his/her current Membership (e.g., a Junior Member turns 18), as indicated in condition 2.2 such Member shall continue with his/her current Membership (and continue to be entitled to the same Membership Benefits associated with that Membership) until the expiry or termination of that Membership Term. The Junior Membership and the Junior Gold Membership are not included within the Auto Renewal Scheme.

16.3 Notwithstanding conditions 16.1 and 16.2 above, the Club shall be entitled (in its absolute discretion): (i) to withdraw a Member's Membership from the Auto Renewal Scheme; and/or (ii) amend such renewal process (for example by adopting an alternative renewal process to the Auto Renewal Scheme) provided that any such amendment to the renewal process will be communicated to Purchasers and Members sufficiently in advance.

## **17. Changes to Dates, Postponements and Abandonments**

17.1 No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. Subject to conditions 17.2 to 17.3, below, the Club reserves the right to reschedule any Match without notice and without any liability whatsoever.

17.2 In the event of the postponement or abandonment of a Match prior to kick off (or if a Match has, for any reason, to be played out of view of the public), a Member will be entitled to receive the equivalent ticket for the subsequent re-arranged Match via such application procedure as the Club stipulates.

17.3 In the event of the abandonment of a Match after kick off you will be entitled to receive half price admission in the event that a Match is rearranged via such application procedure as the Club stipulates.

17.4 The Club will have no further liability whatsoever in relation to conditions 17.2 to 17.3, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

## **18. Data Protection – How we may use a Purchaser's and Member's Personal Information**

**18.1.** Each Purchaser and Member acknowledges and agrees that the personal data provided by them to the Club in the purchase of a Membership or ticket shall be collected, stored and used by the Club in accordance with the Data Protection Act 1998 and the Club's Privacy Policy (available on the Website) and includes but is not limited to the Club using the personal data provided to give the Purchaser and/or Member marketing information, updates, promotions, offers about the Club's products or services that the Club and/or its business partners provide, but the Purchaser and Member may stop receiving these at any time by contacting the Club.

**18.2.** All persons who enter the Ground (or any other ground for Matches not at the Ground) using their Membership acknowledge that photographic images and/or video recordings (and/or still taken from video recordings) may be taken of them to assist in the prevention or investigation of crime and in broadcasted televised coverage of Matches and/or for promotional or marketing purposes by the Club,

the Premier League or the English Football League (as relevant) or other third parties, and use of a Membership and/or a Match ticket to enter the Ground constitutes consent to such use.

## **19. Entire Agreement**

**19.1.** These Terms and Conditions together with the documents referred to herein, comprise the entire agreement between the Club and the Purchaser/Member in relation to the purchase of a Membership and all ancillary benefits.

## **20. Severability and Amendments**

**20.1.** The Club reserves the right to change these Terms and Conditions from time to time to reflect changes in relevant laws and regulatory requirements, and shall publicise such changes on its Website. Further the Club reserves the right to make other amendments to these Terms and Conditions from time to time, provided that, if the amendments are introduced during the Membership Term, the amendments shall not result in any Member receiving any less than the same or substantially similar benefits to those that the Member was entitled to receive prior to such amendments in relation to that Membership Term. Up to date versions of the Terms and Conditions will be made available promptly on the Website, and hard copies will be available from the Club upon request.

**20.2.** In the event that any condition(s) of these Terms and Conditions is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Terms and Conditions shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.

## **21. Waiver**

**21.1.** The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy.

## **22. Third Parties**

**22.1.** Notwithstanding any other provision in these Terms and Conditions and with the exception of any football authorities, no other person other than the Purchaser/Member has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Terms and Conditions. Nothing in these Terms and Conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

## **23. Governing Law**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

## Part II: Membership Benefits

### 24. Membership Benefits

During the Membership Term and subject to these Terms and Conditions:

#### 24.1. Gold Members shall be entitled to the following benefits:

- a. Where invited by the Club to do so and subject to availability, a Member shall have the opportunity to apply to purchase tickets for Matches. The availability for tickets for Matches will be publicised by the Club on a match by match basis and are subject to these Terms and Conditions;
- b. An opportunity to buy Premier League or English Football League (as relevant) Home Match tickets which shall be invited for purchase by the Gold Members one (1) day before Junior and Silver Members are invited to purchase. This benefit does not give access ahead of International Members priority reservation ticket nor any similar and/or priority that may be given to the Club's season ticket holders;
- c. The opportunity to purchase tickets for Matches that are not at the Ground and are offered for sale by the Club, subject to availability, are also subject to a Member having the requisite number of Loyalty Points (as publicised by the Club);
- d. 200 Loyalty Points upon purchase of Membership, subject to the terms and conditions of the Loyalty Point scheme from time to time;
- e. A Gold Members welcome pack (the contents of which are as published on the Website and communicated prior to purchase);
- f. A 10% discount applied (a) in the Club retail merchandise shops at the Ground in person on presentation of their Membership Card, and (b) in the Club's online retail store, when the Gold Member is logged into their personal account when making a purchase online and uses their Member Client Reference ID number. This discount is valid on full-priced items only and cannot be used in conjunction with any other offer (unless the Club expressly states otherwise on specific offers);
- g. Eligibility to receive all Premier League Home Match or English Football League Home Match (as relevant) programmes as a free downloadable match programme, sent via email with a link to view the programme online up to 24 hours prior to published kick off. The Member can also download the Club programme app to store downloads on the Member's smartphone or tablet; and
- h. From time to time, Members may receive promotional offers ("Special Offers") for discounts to selected concession stands and team stores within the Ground or from commercial partners of the Club. The availability and frequency of any Special Offers are at the Club's sole discretion. Participation in the Membership does not guarantee access to Special Offers. A Member may be required to show their Membership Card or insert their Membership number at the point of sale to redeem any Special Offers. Special Offers must

be valid at the time of redemption. Special Offers are non-transferable and not redeemable for cash. Special Offers expire and will be made available for specific time periods stated.

**24.2.** International Members shall be entitled to the following benefits:

- a. Where invited by the Club to do so and subject to availability, a Member shall have the opportunity to apply to purchase tickets for Matches. The availability for tickets for Matches will be publicised by the Club on a match by match basis and are subject to these Terms and Conditions;
- b. The opportunity to purchase tickets for Matches that are not at the Ground and are offered for sale by the Club, subject to availability, are also subject to a Member having the requisite number of Loyalty Points (as publicised by the Club);
- c. An opportunity to buy Premier League or English Football League (as relevant) Home Match tickets which shall be invited for reservation by the International Member at any time following release of the fixture list for Premier League or English Football League (as relevant) Matches, subject always to availability at the point of reservation;
- d. An International Members welcome gift, (the contents of which are as published on the Website and communicated prior to purchase);
- e. A 10% discount applied (a) in the Club retail merchandise shops at the Ground in person on presentation of their Membership Card, and (b) in the Club's online retail store when the International Member is logged into their personal account when making a purchase online and uses their Member Client Reference I.D number. This discount is valid on full-priced items only and cannot be used in conjunction with any other offer (unless the Club expressly states otherwise on specific offers);
- f. 100 Loyalty Points subject to the terms and conditions of the Loyalty Point scheme from time to time;
- g. Eligibility to receive all Premier League Home Match or English Football League Home Match (as relevant) programmes as a free downloadable match programme, sent via email with a link to view the programme online up to 24 hours prior to published kick off. The International Member may also download the Club programme app to store downloads on the International Member's smartphone or tablet;
- h. From time to time, Members may receive promotional offers ("Special Offers") for discounts to selected concession stands and team stores within the Ground or from commercial partners of the Club. The availability and frequency of any Special Offers are at the Club's sole discretion. Participation in the Membership does not guarantee access to Special Offers. A Member may be required to show their Membership Card or insert their Membership number at the point of sale to redeem any Special Offers. Special Offers must be valid at the time of redemption. Special Offers are non-transferable and not redeemable for cash. Special Offers expire and will be made available for specific time periods stated; and
- i. A 10% discount on a 1-night Exclusive Room stay at the Croydon Park Hotel, 7 Altyre Rd, Croydon, Greater London CR9 5AA. To redeem the 10% International Member discount the International Member must email [reservations@croydonparkhotel.com](mailto:reservations@croydonparkhotel.com) including their full

name, contact telephone number, International Member Client Reference I.D number, date of stay, length of stay to enquire about availability. The discount is subject to availability at the Croydon Park Hotel, and is only available on dates when the Club have Premier League Home Matches or English Football League Home Matches (as relevant) on the specific day.

**24.3.** Junior Members shall be entitled to the following benefits:

- a. Where invited by the Club to do so and subject to availability, a Member shall have the opportunity to apply to purchase tickets for Matches. The availability for tickets for Matches will be publicised by the Club on a match by match basis and are subject to these Terms and Conditions;
- b. An opportunity to opportunity to buy Premier League or English Football League (as relevant) Home Match tickets which shall be invited for purchase by Junior Members one (1) day after Junior Gold Members and Gold Members are invited to purchase;
- c. The opportunity to purchase tickets for Matches that are not at the Ground and are offered for sale by the Club, subject to availability, are also subject to a Member having the requisite number of Loyalty Points (as publicised by the Club);
- d. A Junior Members welcome pack (the contents of which are as publicised on the Website and communicated prior to purchase);
- e. Invited to attend exclusive Junior Member events throughout the season, including but not limited to: Player meet & greet events and a Junior Member Christmas party. All events are subject to availability and Junior Membership does not give Members guaranteed access to any event through the Season. All events will be advertised via CPFC Twitter, Facebook and Website, and also via email to the email as registered on the Junior Member account. The Club advises all Junior Members to ensure their email address is up to date in order to receive invites to these events. Please be aware that some events may incur a small additional charge of up to £10 per Junior Member. These events may be filmed and still images taken and the Junior Member may be identifiable in such video recordings or photographic images. By consenting to a Junior Member attending any event the parent(s) or guardian(s) acknowledge that video recordings and/or any stills taken from those video recordings and/or photographic images may be taken off the Junior Member and may also be used by the Club and its associated parties for marketing and/or promotional purposes, or provided to third party media outlets (such as newspaper and television channels), and the parent(s) or guardian(s) of the Junior Member consent to such use by the Club and its associated parties, through all media channels;
- f. Invited to take part in free training events with the CPFC Football Foundation during the Season. All training events are subject to availability and Junior Membership does not give Members guaranteed access to any training events through the Season. These training events may be split into age groups due to CPFC foundation regulations. All training events will be advertised via CPFC Twitter, Facebook and website, and also via email to the email as registered on the Junior Member account. The Club advises all Junior Members to ensure

- their email address is up to date in order to receive invites to these events. The Club cannot guarantee when, where and how many training events will take place during the Season;
- g. Eligibility to receive all Premier League Home Match or English Football League Home Match (as relevant) programmes as a free downloadable match programme, via email. The Club will send the Junior Member a link to view the programme online up to 24 hours prior to kick off. The Junior Member can also download the CPFC programme app to store downloads on their smartphone or tablet;
  - h. 150 Loyalty Points subject to the terms and conditions of the Loyalty Point scheme from time to time; and
  - i. A 10% discount applied (a) in the Club retail merchandise shops at the Ground in person on presentation of their Membership Card, and (b) in the Club's online retail store, when the Junior Member is logged into their personal account when making a purchase online and uses their Member Client Reference I.D number. This discount is valid on full-priced items only and cannot be used in conjunction with any other offer (unless the Club expressly states otherwise on specific offers).

**24.4. Junior Gold Members shall be entitled to the following benefits:**

- a. Where invited by the Club to do so and subject to availability, a Member shall have the opportunity to apply to purchase tickets for Matches. The availability for tickets for Matches will be publicised by the Club on a match by match basis and are subject to these Terms and Conditions;
- b. An opportunity to buy Premier League or English Football League (as relevant) Home Match tickets which shall be invited for purchase by the Junior Gold Members one (1) day before Junior Members and Silver Members are invited to purchase. This benefit does not give access ahead of International Members priority reservation ticket nor any similar and/or priority that may be given to the Club's season ticket holders;
- c. The opportunity to purchase tickets for Matches that are not at the Ground and are offered for sale by the Club, subject to availability, are also subject to a Member having the requisite number of Loyalty Points (as publicised by the Club);
- d. A replica Club home shirt;
- e. A Junior Members welcome pack;
- f. Invited to attend exclusive the joint Junior Member and Junior Gold Member events throughout the season, including but not limited to: Player meet & greet events and a Junior Member and Junior Gold Member Christmas party. All events are subject to availability and Junior Gold Membership does not give Members guaranteed access to any event through the Season. All events will be advertised via CPFC Twitter, Facebook and Website, and also via email to the email as registered on the Junior Member account. The Club advises all Junior Gold Members to ensure their email address is up to date in order to receive invites to these events. Please be aware that some events may incur a small additional charge of up to £10 per Junior Gold Member. These events may be filmed and still images taken and the Junior Gold Member may be identifiable in such video recordings or photographic images.

By consenting to a Junior Gold Member attending any event the parent(s) or guardian(s) acknowledge that video recordings and/or any stills taken from those video recordings and/or photographic images may be taken off the Junior Gold Member and may also be used by the Club and its associated parties for marketing and/or promotional purposes, or provided to third party media outlets (such as newspaper and television channels), and the parent(s) or guardian(s) of the Junior Gold Member consent to such use by the Club and its associated parties, through all media channels;

- g. Invited to take part in free training events with the CPFC Football Foundation during the Season. All training events are subject to availability and Junior Gold Membership does not give Members guaranteed access to any training events through the Season. These training events may be split into age groups due to CPFC foundation regulations. All training events will be advertised via CPFC Twitter, Facebook and website, and also via email to the email as registered on the Junior Member account. The Club advises all Junior Gold Members to ensure their email address is up to date in order to receive invites to these events. The Club cannot guarantee when, where and how many training events will take place during the Season;
- h. Eligibility to receive all Premier League Home Match or English Football League Home Match (as relevant) programmes as a free downloadable match programme, via email. The Club will send the Junior Gold Member a link to view the programme online up to 24 hours prior to kick off. The Junior Gold Member can also download the CPFC programme app to store downloads on their smartphone or tablet;
- i. 150 Loyalty Points subject to the terms and conditions of the Loyalty Point scheme from time to time; and
- j. A 10% discount applied (a) in the Club retail merchandise shops at the Ground in person on presentation of their Membership Card, and (b) in the Club's online retail store), when the Junior Gold Member is logged into their personal account when making a purchase online and uses their Member Client Reference I.D number . This discount is valid on full-priced items only and cannot be used in conjunction with any other offer (unless the Club expressly states otherwise on specific offers).

**24.5. Silver Members shall be entitled to the following benefits:**

- a. Where invited by the Club to do so and subject to availability, a Member shall have the opportunity to apply to purchase tickets for Matches. The availability for tickets for Matches will be publicised by the Club on a match by match basis and are subject to these Terms and Conditions;
- b. An opportunity to opportunity to buy Premier League or English Football League (as relevant) Home Match tickets which shall be invited for purchase by Junior Members one (1) day after Junior Gold Members and Gold Members are invited to purchase;
- c. The opportunity to purchase tickets for Matches that are not at the Ground and are offered for sale by the Club, subject to availability are also subject to a Member having the requisite number of Loyalty Points (as publicised by the Club); and

- d. A Silver Members welcome gift (the contents of which shall be as published on the Website and communicated prior to purchase).