

## **CRYSTAL PALACE F.C. SEASON TICKETS 2020/21 TERMS & CONDITIONS**

### **1. Issue of Season Ticket**

- 1.1 The issue of a Season Ticket and subsequent access to the Ground is subject to the Terms and Conditions of Entry.
- 1.2 Season Tickets are for the use of supporters of the Club only. By applying for the Season Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club.
- 1.3 By purchasing, accepting, using, and/or holding a Season Ticket you: (a) certify that you have read, understood and accepted; (b) agree to be bound by and to comply with, and (c) agree to bring to the attention of others as required below, the Terms & Conditions of Entry.

### **2. Admission to the Ground**

- 2.1 Subject to Clauses 11, 16 and 17 below, a Season Ticket permits you to occupy the seat indicated on the Season Ticket for each Premier League match. Operators at turnstiles will only permit access into the Ground on presentation of the correct Season Ticket along with (where required) a valid form of identification (for example, valid passport or driving licence). For the avoidance of doubt, unless the Club notifies you otherwise in writing, a Season Ticket does not permit you to occupy the seat indicated on the Season Ticket or entrance to the ground for a Relevant Cup Competition.
- 2.2 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any Subsequent Season.
- 2.3 The Club may from time to time relocate a Season Ticket Holder from their usual allocated seat to an alternative seat within the Ground where this is required (a) for operational reasons (such as and not limited to assisting the redevelopment or refurbishment of any parts of the Ground), (b) to comply with any requirements of any Football Authority in relation to any Match (including without limitation to comply with any measurements put in place relating to Covid-19 or to accommodate additional media and commercial partners), (c) the Club, the police or any other applicable authority considers a relocation is required for safety or public order, (d) to comply with Applicable Laws; or (e) at the Club's sole discretion.
- 2.4 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. No clothing should be worn that could in any way be seen to promote racial or any form of discrimination which could lead to offence to fellow members of the crowd.
- 2.5 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.
- 2.6 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.
- 2.7 Without prejudice to the representation at Clause 1.2 above, and in light of the Season Ticket holders being grouped together in designated areas, any attempt to gain access to the Ground

wearing or carrying apparel (including, without limitation, replica shirts hats and/or scarves) that demonstrate support for the Away Club, may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.

### **3. Use of Season Ticket**

3.1 Subject to Clause 3.2, below, a Season Ticket is issued for your sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Season Ticket or the benefit of it to any other person without the prior written consent of the Club or using the Official Ticket Exchange. Further you shall not use the Season Ticket for any commercial purpose. The reference to selling the Season Ticket includes:

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

3.2 You may only sell or transfer the Season Ticket:

3.2.1 to a Guest with the express written consent of the Club, given at the Club's absolute discretion, provided that such sale or transfer is 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 provided further that such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business and where the Season Ticket is a concessionary one and the sale or transfer is requested to a Guest who does not qualify for the relevant concession the Season Ticket Holder must upgrade their Season Ticket to a full price with The Box Office prior to such sale or transfer; and/or

3.2.2 to any person without the express written consent of the Club, provided that such sale or transfer is in respect of an individual Match and is made via (and in accordance with the terms and conditions of) any Official Ticket Exchange; and/or

3.2.3 through the Official Ticket Exchange, or any other mechanism for the resale, gift or transfer of Season Tickets that the Club may put in place from time to time, each such resale or transfer is hereby provided to be subject to the Terms and Conditions of Entry which will (save for any rights to transfer under this clause) apply to and bind the recipient of the Season Ticket as if he/she was the original purchaser of the Season Ticket (and where the Season ticket is sold or transferred to a Guest pursuant to Clause 3.2.1 you must inform them of this).

3.3 The unauthorised sale or disposal of a Season Ticket 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. The Club reserves the right to inform the police when it becomes aware that a Season Ticket has been or is being sold or disposed of illegally and may press for 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 such an offence, we will notify the Premier League, Football Association, EFL, police or any other relevant authority who may in turn notify other football clubs, event holders and/or the relevant law enforcement authorities. The information that we share may include your personal data, information about the offence and about ticket purchases (including payment details). We will use this to identify and prevent ticket touting 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. Any person seeking to use a Season Ticket in breach of the Terms and Conditions of Entry in order to gain entry to the Ground or remain at a Match will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Match and/or may have his/her Season Ticket cancelled or withdrawn. 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 or disciplinary action against any person(s) as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorised use of the Season Ticket.

#### **4. Pricing and Concessions**

4.1 A Season Ticket may be purchased:

4.1.1 via the Website;

4.1.2 subject to Applicable Laws and compliance with the Covid-19 Supporter Policy, in person at The Box Office; or

4.1.3 by phone on 0871 200 0071. Calls from a BT landline cost 10p per minute. 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 services.

4.2 Specific terms and conditions relating to the Season Ticket Instalment Plan can be found at Clause 5 below.

4.3 If the Season Ticket has been purchased under the Season Ticket Instalment Plan, the Season Ticket cannot be used while any instalment is overdue. Attempted use in such circumstances may lead to deactivation or confiscation until outstanding amounts (which may include an

administration charge) are paid. If outstanding sums are not paid within a reasonable period, the Club may terminate the instalment arrangement and either require payment of all sums due and/or terminate this agreement and seek to sell the Season Ticket to a third party for the remainder of the Season.

- 4.4 In addition, failure to pay the Club or finance partner, as the case may be, may affect the Holder's rights to purchase tickets for home and away matches, the Holder's ability to renew the Season Ticket or pay by instalments in the future.
- 4.5 The Holder may be subject to legal action by the Club to recover any losses incurred if the Club is unable to resell the Season Ticket within a reasonable time.
- 4.6 The Club is unable to accept bookings, reservations, purchases and/or applications for the purchase of Season Tickets by email.
- 4.7 The Club currently accepts Visa, Mastercard, Maestro, American Express and the Club does not accept Diners International cards or cheques and will only accept cash payments from personal callers to The Box Office (such visits to The Box Office to be made subject to Applicable Laws and compliance with the Covid-19 Supporter Policy). For the avoidance of doubt, the Club requests that Season Ticket Holders do not send cash through the post.
- 4.8 Season Tickets purchased via the Season Ticket Instalment Plan are payable by monthly direct debit up to a maximum of 11 payments, on repayments dates to be confirmed to you in writing, with one initial monthly payment and thereafter the monthly payments will be equally spread until April 2021. You will be required to complete and provide a direct debit mandate form with the Club's season ticket finance partner.
- 4.9 The prices payable for Season Tickets are published on the Website or are as otherwise notified by the Club from time to time.
- 4.10 All prices for Season Tickets, unless otherwise stated, are inclusive of VAT.
- 4.11 The Club always seeks to ensure that pricing and ticketing information in our literature, on the Website and elsewhere in all our communications is correct at all times, but errors may sometimes occur. As soon as the Club becomes aware of any errors in any pricing or descriptions of the tickets and any benefits the Club will inform you as soon as reasonably practicable. The Club will give you the option of reconfirming your application at the correct price and specification or cancelling it. If after making reasonable attempts to do so the Club is unable to contact you it will treat the application as cancelled. If the application is cancelled the Club will provide you with a refund using the payment details you have provided.
- 4.12 Concessionary prices are available for a Season Ticket based on the following eligibility:
- 4.12.1 **SENIORS** prices are available to individuals aged 65 years or older on 01 August 2020;
  - 4.12.2 **YOUNG ADULTS** prices are available to individuals aged 18, 19, 20 or 21 years on 01 August 2020;
  - 4.12.3 **STUDENT** prices are available to supporters in full time education on 01 October 2020;

4.12.4 **UNDER 18** prices are available to individuals aged between the ages of 10 and 18 years on 01 August 2020;

4.12.5 **UNDER 10** prices are available to individuals who are between the ages of 2 and 10 years on 01 August 2020, subject to the Under 10 Season Ticket being purchased in conjunction with an adult Season Ticket;

and

4.12.6 **SUPPORTERS WITH DISABILITIES**, in accordance with Clause 6.

4.13 The Club reserves the right to request proof of age if applying for any age related concessionary pricing. In addition, the Club reserves the right to request proof of full time education if applying for Student concession pricing.

4.14 A Season Ticket is not refundable or cancellable by you during the course of the Season, either as a whole or on an individual game basis. The Club, in its absolute discretion, will consider on a case by case basis any requests for a refund on compassionate or exceptional grounds and any request for a refund may incur a £25 administration charge. To request a refund please write to Head of Ticketing, Crystal Palace Box Office, Selhurst Park, London SE25 6PU.

4.15 For the safety of infants and all supporters, Season Tickets are not available for infants under the age of 2 or babes in arms at any time during the Season and no infant under the age of 2 or babe in arms is allowed entry to the Ground to attend a Match.

4.16 Season Ticket match upgrade. For a maximum of six matches during the Season, the Holder of:

(i) a Seniors Season Ticket; (ii) a Under 18 Season Ticket; (iii) a Young Adults Season Ticket; (iv) a Student Season Ticket, or (v) a Under 10 Season Ticket, are each entitled to upgrade such Season Ticket to a full adult ticket and to transfer that adult ticket to another named individual for a fee, payable by the initial Season Ticket Holder to the Club, which shall be calculated as the cost of a full price adult ticket for the relevant Match less the pro-rata cost of the applicable Season Ticket. The initial Holder may not charge for the named individual any more than the fee charged by the Club for the adult ticket.

## **5. Season Ticket Payment**

5.1 Season Tickets purchased under an instalment scheme with the Club's finance partner will be subject to any additional terms and conditions of that scheme.

5.2 Non-payment of instalment payments due to the Club's nominated finance partner under a finance agreement between the finance partner and the Season Ticket Holder may also lead to deactivation or confiscation of the Season Ticket. In addition, failure to pay the finance partner may affect the Season Ticket Holder's rights to purchase tickets for home and away matches, the Season Ticket Holder's ability to renew the Season Ticket or pay by instalments in the future.

## **6. Family Zone**

6.1 In the event that there is a Full Capacity Ground (as described in Clause 18 below), the Club's Family Zones are located in the Main stand in Blocks A and J and in the Whitehorse Lane Stand. These stands are not exclusive to families to purchase in, however this is the only area where Family discounts will apply.

## **7. Supporters with Disabilities**

7.1 A Supporter with Disabilities wishing to apply for a Season Ticket and who can provide the Club with proof of their disability shall be able to purchase a Season Ticket at the concession rate available for Supporters with Disabilities. Please contact our Box Office or our Disabled Liaison Officer on 020 8768 6080 for full details.

7.2 The Club reserves the right to request proof of disability before issuing a Season Ticket for the Season. All applicants must include proof of disability valid within the last year from the date of application with their completed application form. Such proof must include one of the following:

7.2.1 Receipt of the middle or higher rate of the Disability Living Allowance (mobility or care component);

7.2.2 Receipt of the standard or enhanced rate of the daily living component of the Personal Independence Payment;

7.2.3 Receipt of the enhanced rate of the mobility component of the Personal Independence Payment;

7.2.4 Receipt of either the Severe Disablement Allowance, the Employment and Support Allowance or the Attendance Allowance; or

7.2.5 A specialist personal letter from a hospital confirming that the applicant is in receipt of support services.

7.3 A Supporter with Disabilities can be accompanied to every Match by a Personal Assistant and the Club will use all reasonable efforts to provide the Personal Assistant with a seat next to the Supporter with Disabilities. If this is not possible the Club will provide the closest available seat to the Personal Assistant.

7.4 A Personal Assistant is not a Season Ticket Holder in their own right. The Personal Assistant is not able to attend a Match unless accompanied by the Supporter with Disabilities who is a Season Ticket Holder. When a Season Ticket Holder who is a Supporter with Disabilities is unable to attend a Match, the Personal Assistant can only attend by purchasing a ticket for the applicable Match. For the avoidance of doubt, a Season Ticket belonging to a disabled Season Ticket Holder is non-transferable.

## **8. Lost or Stolen Season Tickets**

8.1 The Club shall not be obliged to issue a replacement for any lost, stolen, defaced or destroyed Season Ticket.

8.2 In the event that a Season Ticket is not available for presentation at any individual Match, the

Club shall not be obliged to admit the Season Ticket Holder or issue any other form of ticket for that Match. If, at the Club's sole discretion, a duplicate ticket is issued, the Club may require payment of a non-refundable administration charge.

8.3 If a Season Ticket is irreparably lost, stolen or destroyed, a duplicate Season Ticket shall be issued by the Club as soon as reasonably practicable after the payment of the non-refundable administration charge. One such duplicate Season Ticket will be issued per season and the Season Ticket Holder will be required to sign a document confirming the original Season Ticket is irreparably lost, stolen or destroyed and indemnifying the Club against any direct or indirect consequences of any false representation or statement to the Club.

8.4 A non-refundable administration fee of £3 will be charged for Season Ticket Holders who are issued a duplicate Match ticket on a Match by Match basis. If a Season Ticket is lost and a replacement Season Ticket is issued to the Season Ticket Holder by the Club, a non-refundable administration fee of £20 will be levied.

8.5 Should any Season Ticket not arrive in the normal course of post after purchase, the purchaser will be required to sign a document confirming this and undertaking to immediately return the missing Season Ticket to the Club should it come into the purchaser's possession at any time. There will be no charge for the issue of a duplicate Season Ticket in such circumstances.

8.6 The Club is not responsible for a lost, stolen, forgotten, damaged or destroyed Season Ticket. The Club will provide you with a duplicate Season Ticket subject to payment by you of a non-refundable administration fee of up to £20, which may be charged at the discretion of the Club, before issuing the duplicate Season Ticket. Supporters who have their season ticket stolen can obtain a free season ticket on the production of a crime reference number.

## **9. Change of Details**

9.1 All Season Ticket Holders must notify the Club as soon as reasonably practicable following a change of address, payment details, and/or contact details. The Club reserves the right to require the Season Ticket Holder to provide proof of such change and request must be complied with by such Season Ticket Holder within 14 (fourteen) days.

## **10. Changes to dates, refunds and exchanges**

10.1 All Matches are organised and staged in accordance with the regulations of the relevant Football Authority. No guarantee can be given by the Club that any Match will take place at a particular time or on a particular date. All information about times and dates of Matches is maintained as up-to-date as possible but should be taken as a guide only and the Club reserves the right to reschedule any Match at any time, without notice and without any liability whatsoever.

10.2 In the event of the postponement of a Match then unless the Match in question is rearranged and played Behind Closed Doors or Partially Behind Closed Doors, your Season Ticket will enable you to attend any re-scheduled Match.

10.3 Season Tickets, on a game-by-game basis, are non-refundable. Exceptions may be

made in certain cases at the discretion of the Club.

10.4 Season tickets, as a whole, are non-refundable. Exceptions may be made in certain cases at the discretion of the Club.

10.5 In the event of a Match being played Behind Closed Doors or a Match being cancelled due to Covid-19 (an "**Unfulfilled Match**") no refunds will be offered. In the event of an Unfulfilled Match you will be offered credit which relates to that Unfulfilled Match towards a Match which takes place during either the Season or the 2021/2022 season. Any queries relating to this Clause 10.5 should be directed towards [boxoffice@cpfc.co.uk](mailto:boxoffice@cpfc.co.uk) or by post to Crystal Palace Box Office, Selhurst Park, London, SE25 6PU.

## **11. Cancellation & Withdrawal of Season Ticket**

11.1 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 (a) cancel and withdraw any Season Ticket issued to you, and/or (b) refuse entry or eject the user of the Season Ticket at any Match. In the event of such cancellation, refusal or ejection no refund will be paid in respect of the unexpired portion of the Season Ticket and/or for any particular Match. Without prejudice to the general nature of the above the following actions shall constitute a serious breach of the Terms & Conditions of Entry:

11.1.1 smoking in designated non-smoking areas;

11.1.2 persistent standing in seated areas whilst the Match is in progress;

11.1.3 sale or transfer (save as permitted) of this Season Ticket to any person;

11.1.4 deliberate misuse of the Season Ticket;

11.1.5 any misrepresentation in relation to Clause 1.2;

11.1.6 persistent swearing during the Match;

11.1.7 the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;

11.1.8 being (or appearing to be) drunk or intoxicated;

11.1.9 whether at the Ground or, travelling to or from a Match:

(a) the use of foul, obscene, abusive, racist and/or discriminatory language and/or gestures;

(b) the chanting of anything of an indecent, racist and/or discriminatory nature;

(c) fighting or engaging in and/or inciting violence;

11.1.10 the possession of a banner or flag that bears materials or slogans that are offensive, obscene, abusive, racist or discriminatory;

11.1.11 bringing the Ground (or using within the Ground): illegal drugs, other illegal substances, fireworks, firecrackers, smoke canisters, air horns, flares, laser devices, bottles, glass vessels or any item that might be used as a weapon or compromise public safety;

11.1.12 entering the playing area or any adjacent area to which spectators are not generally

admitted without lawful authority or excuse;

11.1.13 the supply of any misleading or incorrect information in any application;

11.1.14 any breach of Clauses 2.2, 2.3 or 2.4; and

11.1.15 any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Season Ticket.

11.2 In relation to Season Tickets obtained through the Season Ticket Instalment Plan and in addition to the Terms and Conditions of Entry, you will be in breach of the terms and conditions of the Season Ticket Instalment Plan, as set out in Clause 5 above, if you fail to pay any repayments as specified under the Season Ticket Instalment Plan. In such circumstances we reserve the right to:

11.2.1 suspend the use of your Season Ticket and the ability to purchase additional tickets until payment of any outstanding sums under the Season Ticket Instalment Plan agreement are received;

11.2.2 terminate the Season Ticket Instalment Plan;

11.2.3 permanently withdraw your Season Ticket; and/or

11.2.4 disqualify you from applying for any subsequent Season Ticket Instalment Plan organised by the Club.

11.3 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 and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification and the reason for such exclusion and/or disqualification.

11.4 If a Season Ticket holder is not 18 years or older, his/her parents and/or guardians are responsible for his/her actions, conduct and compliance with the Terms and Conditions of Entry.

11.5 The Club may conduct security searches where it has reason to believe that any of the breaches set down in 11.1 has either occurred or may occur.

## **12. Renewal**

12.1 In order for a Season Ticket Holder to renew his existing seat for the Season, the Season Ticket Holder must complete the Club's "Season Ticket Renewal Form 2020/21" and a remittance or credit card details and return these via the Website, by telephoning The Box Office on 08712000071 or by (subject to Applicable Laws and compliance with the Covid-19 Supporter Policy) attending The Box Office in person by the Season Ticket Renewal Date. Season Ticket Holders who do not renew their Season Ticket successfully on or before the Season Ticket Renewal Date will not be guaranteed a Season Ticket for the 2021/22 season.

## **13. Your Personal Data**

13.1 The Club is a data controller in respect of personal data submitted by the Holder and will hold and process personal data for legal and administrative purposes and, with the

Holder's consent, for marketing purposes. The personal data provided to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy, which is available at [www.cafc.co.uk](http://www.cafc.co.uk). We will use the information you give us to send you information as set out in the Data Protection Statement on the Season Ticket application form.

#### **14. Exclusion of Liability**

- 14.1 Neither the Club nor the Premier League nor the EFL (as applicable) shall have any liability to any Season Ticket Holder, or any Guest or Personal Assistant for (a) any interruptions and/or restrictions to the view of any Match; and/or (b) any impact on their enjoyment of any Match; which in each case is caused by the position of the allocated seat, and/or other ticket holders or spectators in the Ground.
- 14.2 The Club shall have no liability for any non-delivery or late delivery of any Season Ticket resulting from the acts or omissions of any postal service supplier.
- 14.3 In the event of cancellation or re-schedule of any Match, the Club will have no liability whatsoever, including for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 14.4 The Club hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- 14.5 The Club hereby excludes any liability for any loss, injury, costs, expenses or damage of any kind connected to your use of any Official Ticket Exchange, including, without limitation, any liability relating to any problem with, suspension of or termination of an Official Ticket Exchange, in each case except in respect of death or personal injury resulting from any negligence of the Club or any other liability of the Club which cannot be excluded under applicable law.
- 14.6 The Club hereby excludes all liability resulting from any decision taken by the Football Authorities, the UK Government, any governing body, any public authority or the Club to play a Match Behind Closed Doors, play a Match Partially Behind Closed Doors or cancel a Match.

#### **15. Events Outside Our Control**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by an Event Outside Our Control.
- 15.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, power failure, governmental or local authority or football authority regulations and requirements, or failure of public or private telecommunications

networks.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms and Conditions:

15.3.1 We will contact you as soon as reasonably possible to notify you.

15.3.2 Our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

## **16. Covid-19 Season Ticket Terms and Conditions**

16.1 Due to Covid-19, the Club shall determine the applicable capacity of the Ground for each Match in its absolute discretion and shall have no liability to any Season Ticket Holder in respect of the same. The foregoing includes the Club determining (including where this is required by the Applicable Laws or Football Authorities from time to time) that Matches must be played Behind Closed Doors or Partially Behind Closed Doors.

16.2 For Matches played Behind Closed Doors, the Season Ticket Holder will have no right to access the Ground.

16.3 Each Season Ticket will be strictly non-transferable and will include the name of the Season Ticket Holder to whom such Season Ticket has been issued.

16.4 Season Ticket Holders are requested to bring valid photographic identification (e.g. valid passport or driving licence) to each Partially Behind Closed Doors Match they attend, as spot checks will be in place. The Club reserves the right to reject entry to and/or eject any attendee who cannot satisfy the Club that they are the named Season Ticket Holder.

16.5 Temperature checks will be taken prior to entry into the Ground, and you hereby consent to the Club performing this check on your person. In the event that you are found to have a high temperature or you are displaying symptoms of Covid-19 when attempting to access the Ground (or whilst inside the Ground), you will be refused entry to the Ground or ejected from the Ground (as applicable) and no refunds shall be due in such circumstances, unless the Club determines otherwise in its absolute discretion on a case by case basis.

16.6 By purchasing a Season Ticket, entering into a Ticket Allocation and/or attending any Match, the Season Ticket Holder hereby acknowledges and agrees that their attendance at any Match is at their own risk and (to the extent permitted by Applicable Laws) the Club accepts no responsibility and/or liability relating to any illness, injury or other loss or expense suffered by attending a Match. All Season Ticket Holders will be required to self-certify that they are not suffering from any symptoms of COVID-19 or otherwise required by Applicable Laws to self-isolate, both at the point of purchase and again 48 hours prior to the Match. Season Tickets may not be issued (or, if issued, may be deactivated) unless such COVID-19 self-certifications are complete. For group Ticket Allocation applications, the applicant will be required to certify on behalf of all Season Ticket Holders in such application that all members of the group are not suffering from any symptoms of COVID-19 or otherwise required by

Applicable Laws to self-isolate (for example, having returned from a high-risk foreign country).

16.7 Season Tickets will be issued via E-ticket to your email address or by digital mobile phone near-field communication (NFC) pass to your mobile device.

16.8 All Season Ticket Holders are required to comply with Applicable Laws, Government guidance and the Club's directions (including without limitation the Covid-19 Supporter Policy) in connection with their attendance at the Ground. This shall include a strict requirement that Season Ticket Holders do not attend the Ground in the event that they are required to self-isolate or are otherwise not advised to attend the Ground (and no refunds shall be due in such circumstances, unless the Club determines otherwise in its absolute discretion on a case by case basis).

16.9 In order to purchase a Season Ticket for the Season, all supporters will be asked to pay the full amount of their Season Ticket (being the same price paid by the Season Ticket Holder for the 2019/20 season), the pricing for which is set out below:

Renewal Price 20/21				
	Adult	Concession	Junior	U-10
Category 1	£644	£434	£300	N/A
Category 2	£568	£380	£282	N/A
Category 3	£510	£336	£255	N/A
Category 4	£492	£331	£246	N/A
Category 5	£443	£300	£224	N/A
Whitehorse Lane Stand & Family Blocks A & J (Family Tickets Only)	£376	£251	£170	£85

16.10 The amount set out in Clause 16.9 may be paid by the Season Ticket Holder in one lump sum or may (subject to Clause 5) be purchased using the Season Ticket Instalment Plan. Match tickets will be allocated amongst Season Ticket Holders using the Ticket Allocation set out in Clause 17 below.

16.11 Each Premier League Match ticket has pro-rata value of one seventeenth (1/17<sup>th</sup>) of the price set out in Clause 16.9 which applies to your Season Ticket ("1/17<sup>th</sup>"). Each time you are successful in the Ticket Allocation and opt to attend the Match in question pursuant to Clause 17.1.4.1, 1/17<sup>th</sup> will be deducted from your Credit Balance. In the event that your Credit Balance is lower than the cost of the ticket(s) in question, your ticket will automatically be offered to another Season Ticket Holder or supporter of the Club unless you promptly notify the Club that you are willing to pay for the Premier League Match ticket using traditional means (for example, credit card, debit card etc). A calculation will be made at the end of the Season based on: your Credit Balance in your account at the start of the Season (or in the case of Season Tickets purchased using the Season Ticket Instalment Plan, throughout the Season) less the number of Match tickets successfully purchased by you (at each such successfully purchased Match ticket reducing your Credit Balance by 1/17<sup>th</sup>) to determine the amount of

refund due to you or Credit Balance that may be applied towards the cost of a 2021/22 Season Ticket. In the event that you would like a refund of your Credit Balance at the end of the Season, you should notify the Club in writing as soon as possible. If the Club does not hear from you within a reasonable period of time following the end of the Season, it will apply the amount of your Credit Balance towards the cost of a 2021/22 Season Ticket.

16.12 Season Ticket Holders may use their Credit Balance to purchase Relevant Cup Match Tickets and their Credit balance will be reduced by the face value of the ticket selected by or allocated to (as applicable) that Season Ticket Holder. Prices for each Relevant Cup Match will be notified to you prior to the date of each Relevant Cup Match.

16.13 In the event that you are unable to attend Matches during the Season due to Covid-19 related medical reasons, and have written evidence from a medical practitioner to support that ("**Medical Reasons**"), then you may reserve your usual Season Ticket seat at the Ground for the 2021/22 season by paying a £200 non-refundable deposit until 23:59 UK time on 11 September 2020 which will be taken off the balance due in respect of your 2021/22 Season Ticket ("**Deposit**"). In the event that your Medical Reasons continue beyond the 2021/22 Season Ticket renewal window, you should contact the Club by via the Website, by telephoning The Box Office on 0871 200 0071 or by (subject to Applicable Laws, advice from a medical practitioner and compliance with the Covid-19 Supporter Policy) attending The Box Office in person by the 2021/22 Season Ticket renewal closing date in order to discuss your individual circumstances so that the Club can determine whether to refund the Deposit or agree with you to apply it towards your 2022/23 season ticket. For the avoidance of doubt, the Deposit will not allow you to participate in the Ticket Allocation or attend Matches during the Season, and other Season Ticket holders and Club supporters may sit in your usual Season Ticket seat at the Ground during the Season.

## **17. Ticket Allocation**

17.1 For Matches played Partially Behind Closed Doors, the Club shall operate the Ticket Allocation. The Ticket Allocation shall (subject to the Club's right to amend the same from time to time as it determines appropriate and as more information becomes available to the Club) shall operate as follows:

17.1.1 Up to a maximum of 97% of tickets available to Club supporters shall initially be made available to Season Ticket Holders in the Ticket Allocation.

17.1.2 A separate Ticket Allocation shall be held for each Premier League Match and Relevant Cup Match and pricing for each Relevant Cup Match will be notified to you on the Website prior to the Ticket Allocation taking place.

17.1.3 The Ticket Allocation will be drawn at random, though the Club will run the Ticket Allocation in a way which provides for the optimal

combination of group and individual entries in the Ticket Allocation to ensure that the Ground configuration and number of paying spectators allowed to attend the Partially Behind Closed Doors Match in question maximises the number of tickets available in the Ticket Allocation and the Ground capacity available to the Club for the Partially Behind Closed Doors Match in question.

17.1.4 Each Season Ticket Holder who is successful in the Ticket Allocation shall be entitled to either:

17.1.4.1 purchase a ticket for the relevant Match in accordance with the terms of Clause 16.11. Such ticket must be purchased in accordance with the process and timeframes directed by the Club and the Club will allocate a seat in the Ground for you; or

17.1.4.2 subject to Clause 17.1.7, sell the Match ticket on the Official Ticket Exchange prior to the date of the Match in question.

17.1.5 The Club provides no guarantee that a Season Ticket holder will be successful in the Ticket Allocation. All Season Ticket Holders will be placed into a "pot" which (based on current Applicable Laws) contains a maximum of 17,560 Season Ticket Holders. The number of 2020/21 Season Ticket Holders will determine the number of "pots" and the number of Season Ticket Holders in each "pot". The Club will draw successful applicants from the "pots" in rotation. By way of example and for illustration purposes only, those in "Pot 1" might be eligible for the Ticket Allocation against Liverpool, "Pot 2" might be eligible for the Ticket Allocation against Burnley and "Pot 3" might be eligible for the Ticket Allocation against Everton. Once all pots have been drawn, then it the Ticket Allocation will rotate through the "pots" in the same order again, and the Club will use reasonable endeavours to ensure that (for example) if "Pot 1" was in the last Ticket Allocation for a Category A game, that "Pot 2" will be in the Ticket Allocation for the next Category A game, and "Pot 1" will be in the Ticket Allocation for a Category B game and so on, in order to ensure as far as possible that each Season Ticket Holder has a fair chance of attending a similar number of Category A and Category B games.

By way of worked example, and for illustration purposes only:

- Based on the Club being allowed to permit a capacity of 4,500 paying spectators into the Ground and there being sales of 17,560 Season Tickets each supporter would be guaranteed to attend at least 4 Premier League Matches during the Season; and
- Based on the Club being allowed to permit a capacity of 4,500 paying spectators into the Ground and there being sales of 4,500 Season Tickets each supporter would be guaranteed to attend at least 17 Premier League Matches during the Season.

17.1.6 Season Ticket Holders who are successful in the Ticket Allocation are not guaranteed access to their usual seat and/or area of the Ground. In order to maximise attendance when the Ground is operating with social distancing and at reduced capacity, the specific seats which are made available for purchase for each Match will be determined by the Club in its absolute discretion and allocated into different sized groupings (for purchase by equivalent sized groups of successful Season Ticket Holders) by the Club. The seat number(s) allocated to you and your group will be determined by the Club. The Club reserves the right to refuse Ticket Allocation applications from groups which are from two or more households. If you are permitted to attend, or choose to attend the Ground with somebody who does not live in your household, you do so at your own risk.

17.1.7 In the event that a Season Ticket Holder is successful in the Ticket Allocation but wants to sell their Match ticket on the Official Ticket Exchange pursuant to Clause 17.1.4.2 s/he must sell all Match tickets allocated to that Season Ticket Holder's group/bubble. Due to social distancing measures, it will not be possible to sell just some of the tickets in the Season Ticket Holder's group/bubble. In the event that one or more members of the group/bubble are unable to attend the Match in question (for reasons not relating to Covid-19), then the other members of the group/bubble may attend, but the Credit Balance of all members of the group/bubble will be adjusted as though all members of the group/bubble were in attendance. In the event that one or more members of the group/bubble are unable to attend the reasons relating to Covid-19 then all members of the group/bubble that live in the same household as the person unable to attend the reasons relating to Covid-19 will also be unable to attend. The Club cannot guarantee that you will always be sat with your group/bubble.

For the avoidance of doubt, in the event that you successful in the Ticket Allocation but you are not successful in selling your Match ticket on the Official Ticket Exchange, then for the purposes of the Ticket Allocation rules, you shall still be treated as having been successful in the Ticket Allocation for the relevant Match and your Credit Balance will be reduced by 1/17<sup>th</sup> (as set out in Clause 16.11) as if you had attended the Match in question.

## **18. Full Capacity Ground**

18.1 If the Club is given notification that it may operate a Full Capacity Ground for the remainder of the Season, then you will where possible be allocated your usual Season Ticket seat and your Credit Balance will be reduced accordingly. By way of example, and for illustration purposes only:

In the event that Club is able to operate a Full Capacity Ground once the first four Premier League Matches of the Season have been played and if you have successfully purchased (and paid in full for) an adult Season Ticket at a cost of £644 and you have attended two of the first four Premier League Matches in the Season then (assuming that you have not used your Credit Balance to purchase any Relevant Cup Match tickets), your original Credit Balance of £644 will have been reduced by 2 x 1/17<sup>th</sup> (so 2 x £37.88 = £75.76) and your remaining Credit Balance will be £568.24. After the four Premier League Matches have been played (in this example) then once a Full Capacity Ground is in operation you would be due a refund or credit of £75.76 (due to the Premier League Matches that you were not able to successfully attend via the Ticket Allocation process) in accordance with the terms of clause 16.11.

## **19. General**

19.1 If the Club fails to insist that you perform any of your obligations under these Terms and Conditions, or if the Club does not enforce its rights against you, or if the Club delays in doing so, that will not mean that the Club has waived its rights against you and will not mean that you do not have to comply with those obligations. If the Club does waive a default by you, the Club will only do so in writing, and that will not mean that the Club will automatically waive any later default by you.

19.2 Each of the clauses of these Terms and Conditions operates separately. The invalidity or partial invalidity of any provision of these Terms and Conditions shall not prejudice or affect the remainder of these Terms and Conditions, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19.3 The Club reserves the right to vary these Terms and Conditions from time to time, provided that the benefits received by any Season Ticket holder are not less than those already received, or are substantially similar to those already received by any Season Ticket before the

variation is made.

19.4 If there is any conflict, ambiguity or inconsistency between any provision of these Terms and Conditions and any provision of the Ground Regulations, the relevant provision of these Terms and Conditions shall take precedence.

19.5 Notwithstanding any other provision in these Terms and Conditions and with the exception of any Football Authority, no other person other than you or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Terms and Conditions.

19.6 Nothing in these Terms of 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.

19.7 The Club reserves the right to amend these Terms and Conditions at any time. An up-to-date version of the Terms and Conditions can be found at <https://www.cpfc.co.uk/202021-terms-and-conditions>

19.8 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales (including in relation to any non-contractual disputes or claims).

## **20. Definitions**

In these Terms and Conditions, the following words and phrases shall have the following meanings:

"Applicable Law(s)" means (i) any statute, regulation, by-law or subordinate legislation in force from time to time; (ii) the common law and laws of equity (or their local equivalent) from time to time; (iii) any binding court order, judgment or decree; (iv) any binding applicable industry code, policy, guidance or standard; or (v) any applicable direction, policy, rule or order that is given by any regulatory body.

"Away Club" the football club playing against the Club.

"Ticket Allocation" means the process set out in Clause 17.

"Behind Closed Doors" means a Match played at the Ground or at a neutral venue where paying spectators are not allowed to attend the Match pursuant to a decision of the Football Authorities, any Applicable Law, any other relevant governing body and/or the Club's discretion from time to time.

"Category A" means the Premier League Matches between the Club and Arsenal, Manchester United, Liverpool, Chelsea, West Ham, Manchester City, Leicester City, Tottenham Hotspur and Brighton and Hove Albion taking place during the Season.

"Category B" means the Premier League Matches between the Club and Southampton, Fulham, Newcastle, Burnley, Wolves, Everton, Aston Villa, Leeds, West Bromwich Albion and Sheffield United.

taking place during the Season.

"Club/we/our/us" CPFC Limited (07270793) of Selhurst Park, Holmesdale Road, London SE25

6PU.

"Covid-19" means COVID-19, any variant of COVID-19, and any epidemic, pandemic or other infectious disease.

"Covid-19 Supporter Policy" means the policy which, in addition to the other Terms and Conditions of Entry, governs entry into and around the Ground, a copy of which can be found here <http://www.cpfc.co.uk/covid-19-supporters-guide>

"Credit Balance" means the amount received by the Club from the Season Ticket Holder in cleared funds pursuant to Clause 16.9.

"Football Authority" each of the Premier League, The Football League, The Football Association, The Football Association of Wales, FIFA, UEFA and other relevant governing body of association football and the term "Football Authorities" shall be construed accordingly.

"Football League or EFL" the Football League Limited and/or the league competitions organised by it, as appropriate.

"Full Capacity Ground" means the Club in its absolute discretion and subject to Applicable Laws has sufficient capacity at the Ground to allow all Season Ticket Holders access to the Ground for a Match.

"Ground" the football stadium at Selhurst Park, Holmesdale Road, London SE25 6PU.

"Ground Regulations" 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 on display at the Ground and on the Website <https://www.cpfc.co.uk/club/visiting-selhurst-park/>).

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

"Match" any Premier League football match and/or Relevant Cup Match and/or any friendly match in which the Club's men's senior team participates and takes place at the Ground during the Season and to which you are entitled to attend (as determined by the Ticket Allocation).

"Material" any audio, visual or audio-visual material or any information or data the Club participates and that takes place at the Ground during Season 2019/20.

"Member" a member of a Membership Scheme.

"Membership Scheme" each of the membership schemes of the Club available to individuals, the terms and conditions of which are available on the Website.

"Official Ticket Exchange" means the Club's authorised ticket resale facility made available by the Club from time to time, which provides an online secure service for Season Ticket Holders to exchange tickets to games played by the Club with other Members and, where permitted by the Club from time to time, other supporters of the Club.

"Opening Times" means, subject to the Covid-19 Supporter Policy, up to 1.5 hours prior to the scheduled kick off time for each Match and up to one hour after the final whistle for each Match. The Club reserves the right to alter the foregoing times and stagger your arrival time at the Ground and departure time from the Ground, at its discretion.

"Partially Behind Closed Doors" means a Match played at the Ground where the number of spectators permitted to enter the Stadium are restricted to comply with rules and requirements on social distancing as detailed by the Football Authorities, any Applicable Law, any governing body and/or at the Club's discretion from time to time.

"Personal Assistant" an individual who is responsible for the care of a Supporter with Disabilities.

"Premier League" the Football Association Premier League.

"Relevant Cup Match" any Match in the FA Cup, the Football League Cup or a UEFA competition played by the Club (including any replays and matches in the FA Cup, the Football League Cup or a UEFA competition) or any other knockout competition organised by the Football Authorities or any replacements or successors thereof.

"Season" the 2020/21 professional football season as determined by The Premier League;

"Season Ticket" the electronic entry smart card or other form of ticket or card provided by the Club entitling admission to Matches.

"Season Ticket Holder" a holder of a Season Ticket.

"Season Ticket Instalment Plan" the interest free direct debit instalment plan under which a Season Ticket Holder can purchase their Season Ticket(s) subject to the terms and conditions contained in Clause 5 above.

"Season Ticket Renewal Date" means Friday 11<sup>th</sup> September 23:59 hours 2020.

"Supporter with Disabilities" any supporter of the Club who has a physical or mental impairment that has a 'long term' or 'substantial' negative effect on their ability to carry out normal day to day activities.

"Terms and Conditions" these terms and conditions governing the issue and use of a Season Ticket.

"Terms and Conditions of Entry" each of the rules and regulations of FIFA, UEFA, The Football Association Limited, the Football Association of Wales, the EFL and/or any other relevant governing body of association football, the Ground Regulations, Covid-19 Supporter Policy and these Terms and Conditions, as each may be amended from time to time.

"Website" means the Club's website at [www.cpfc.co.uk](http://www.cpfc.co.uk)