

THE FOOTBALL LEAGUE LIMITED ('EFL')

EFL CUP, EFL TROPHY AND EFL PLAY-OFF FINAL TICKETS - CONDITIONS OF SALE AND ISSUE

1 Definitions

1.1 In these Conditions the following words and phrases shall have the following meanings: -

"Club Ticket" means any Ticket issued to the supporters of a club participating in any Match.

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

"EFL" means The Football League Limited with its registered office at EFL House, 10-12 West Cliff, Preston, Lancashire PR1 8HU.

"EFL Ticket" means any Ticket issued by the EFL for any Match.

"Ground" means the football stadium hosting any of the Matches.

"Ground Regulations" means those ground regulations issued by the relevant Ground from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are enclosed).

"Match" means all or any of the following final ties: -

- (a) The EFL Cup Final;
- (b) The EFL Trophy Final; and
- (c) The three EFL Play-off Finals (one for each of the Championship, League One and League Two Divisions).

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

"Site" means the FA website at <https://www.wembleystadium.com/Tickets>

"Terms & Conditions of Entry" means: -

- (a) each of the rules and regulations of FIFA, UEFA, The Football Association, The Football Association Premier League Limited and The Football League (the 'EFL');
- (b) the Ground Regulations;
- (c) the Conditions of Issue; and
- (d) the Ticket Conditions.

"Ticket Conditions" means the terms printed on the back of or accompanying each Ticket.

1.2 The EFL's acceptance of your order will take place when it or its agent emails you to accept such, at which point a contract will come into existence between you and the EFL.

2 Issue of Tickets

2.1 The issue of a Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.

2.2 Club Tickets are for the use of supporters of the Club only. By applying for a Club Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club whose name is endorsed upon that Club Ticket.

2.3 EFL Tickets are issued by the EFL for commercial contacts and/or partners of the EFL and applicable staff, and are issued on a neutral basis unless specifically confirmed otherwise on the face of the Ticket. By applying for an EFL Ticket you warrant and represent that you are not a supporter of any particular club participating in the relevant Match.

2.4 By applying for a Ticket you warrant and represent that you are not subject to a club or court imposed banning order prohibiting your attendance at the relevant Match.

3 Admission to the Ground

3.1 Use of a Club Ticket and/or EFL Ticket constitutes acceptance of the Terms & Conditions of Entry.

3.2 A Club Ticket permits you to occupy at the relevant Match (but not otherwise) the seat indicated on that Club Ticket or such other alternative seat as the EFL and or Ground owner may allocate to you, acting reasonably.

3.3 An EFL Ticket permits you to occupy at the relevant Match (but not otherwise) the seat indicated on that EFL Ticket (or such other alternative seat as the EFL and or Ground owner may allocate to you, acting reasonably) and you acknowledge that this seat will be in an area of the Ground designated as neutral by the relevant safety authorities unless stated otherwise on the face of the Ticket and that no club colours will be permitted within that area.

3.4 For the avoidance of doubt, any attempt to gain access to the Ground wearing the colours of a Club other than the name of any Club endorsed on the face of your Ticket may result in admission being refused and in such circumstances no refund or alternative seat will be offered.

3.5 Save as set out in clause 3.6 below, you shall not bring into (or use within) the Ground any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-

visual material or any information or data in relation to a Match or any aspect of it, including cameras.

3.6 Mobile telephones are permitted within the Ground, provided that they are used for personal and private use only. For the avoidance of doubt no material captured may be published or otherwise made available to any third parties including, without limitation, via social networking sites.

3.7 Save for official Club merchandise and/or other football related clothing worn in good faith, you shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.

3.8 You shall not bring or attempt to bring into the Ground any alcoholic beverage whatsoever. Refreshment facilities will be made available inside the Ground.

3.9 You shall not offer (either free or for sale by any person) within the Ground any goods (including literature) of any nature without the express written permission of the EFL.

3.10 There is no re-admission if you leave the Ground.

3.11 Certain other items are prohibited inside the Ground. A full list can be found at www.wembleystadium.com. You may be searched at the Ground and refusal will result in admission being refused or ejection from the Ground.

3.12 You will comply with any policies, procedures or reasonable instructions notified to you by the EFL or Ground in relation to your attendance in the Ground.

The EFL and the Ground owner reserves the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry.

4 Non-transfer of Tickets

4.1 A Ticket is issued for your sole use and you shall not resell or (save as set out in clause 4.3 below) transfer any Ticket to any other person without the prior written consent of the EFL.

4.2 Without prejudice to the general wording set out in clause 4.1 above, no Ticket may:

- (a) be used for any promotional purpose whatsoever (including, by way of example, in any competition, auction, give-away, or as a premium);
- (b) transferred, lent or sold to any third party as part of a hospitality or travel package

unless you have the prior written consent of the EFL.

4.3 If more than one Club Ticket and/or EFL Ticket is issued to you those Tickets may be used only by you and the person intending to accompany you to the Match. In the event that you and/or the person intending to accompany you to the Match are unable to use any Club Ticket and/or EFL Ticket then: -

- (a) you may transfer the Club Ticket to a natural person that is known to you who would be entitled (under the Terms & Conditions of Entry) to purchase such Club Ticket and attend such Match PROVIDED THAT such transfer takes place in consideration of no payment or benefit in excess of the face value of the Club Ticket and such transfer does not take place during the course of any business. Any transfer will be subject to the Terms & Conditions of Entry;
- (b) you may not transfer any EFL Tickets or Club Tickets (save as set out in clause 4.3(a)) under any circumstances and these must be returned to the EFL or Club (as applicable). Where any EFL Ticket or Club Ticket is returned not later than 5 working days prior to the date of the relevant Match the EFL or Club may provide you with a refund if the EFL or Club is able to re-sell that Ticket. Refunds will not be available for Tickets returned after that time.

4.4 All Tickets will remain the property of the EFL 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 EFL, Ground or any police officer. The EFL reserves the right to retain any Ticket at any time.

4.5 Any Ticket transferred, obtained or used in breach of the Terms & Conditions of Entry shall be void and all rights conferred or evidenced by the relevant Ticket shall be nullified. Misuse of a Ticket may result in the holder being ejected from the Ground and/or the cancellation and withdrawal of that Ticket. In the event of any cancellation and withdrawal in accordance with this clause 4.5, no refund shall be payable.

4.6 The EFL further reserves its right to take any legal action against any appropriate persons as it sees fit in connection with such matters.

5 Ordering tickets through the FA Website

- 5.1 Your use of the Site is subject always to the FA's Terms of Use, which you must comply with at all times when using the Site.
- 5.2 You must be at least 16 years old to place an order for Tickets through the Site.
- 5.3 To place an order for Tickets please follow the instructions on the Site. You will be given the opportunity to check the details of your order before you confirm it. Please do not share your unique booking code with anyone else. You are only permitted to submit an order for the number of Tickets and at the correct prices as confirmed in writing to you by the EFL in advance, and the EFL reserves the right to cancel any orders for the incorrect number of Tickets and/or at the incorrect prices.
- 5.4 When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order ("Order Confirmation"). The contract between you and the EFL will be formed when the EFL sends you the Order Confirmation.
- 5.5 All orders are subject to availability and confirmation of the order price. If the EFL discovers an error in the price of any Tickets which you have ordered the EFL will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If the EFL is unable to contact you it will treat the order as cancelled. If you choose to cancel your order and you have already paid for the Tickets, you will receive a full refund within 14 days.
- 5.6 If, for any reason other than a breach by you of these Conditions of Sale and Issue, The EFL is unable to supply you with a Ticket, for example because that Ticket is no longer available, the EFL will inform you by email as soon as possible. If you have already paid for that Ticket, you will receive a full refund within 14 days.
- 5.7 Prices are inclusive of VAT at the applicable rate within England. Delivery costs for Tickets will be charged in addition. Such additional charges are clearly displayed on the payment screen on the Site prior to completing your order.
- 5.8 Payment may be made by credit or debit card (Visa Debit and Credit, Mastercard and Maestro). Upon receiving your order, the FA will carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Tickets will not be dispatched until this pre-authorisation check has been completed. Your card will be charged or debited once the order has been accepted.

6 Changes to Dates, Refunds & Exchanges

- 6.1 No guarantees can be given by the EFL that the Match will take place at a particular time or on a particular date. The EFL reserves the right to reschedule any Match without notice and without any liability whatsoever.
- 6.2 In the event of the postponement of a Match before you have entered the Ground and before kick-off, the Ticket will be valid for the rearranged playing of the Match.
- 6.3 Where a Match is postponed after you have entered the Ground, but before the Match has kicked-off, entry to the Ground or any substitute Ground for the re-arranged Match shall only be permitted on presentation of the ticket and subject to compliance with any other requirements announced by the EFL at the time. In the event of the abandonment of a Match after kick-off you will be entitled to either (i) a sixty per cent (60%) refund where abandonment occurs before the start of the second half of the Match or (ii) a forty per cent (40%) refund where abandonment occurs after the start of the second half of the Match but before the final whistle. In these circumstances you would need to purchase a new Ticket if the Match was rearranged.
- 6.4 In the event that the EFL holds the Match 'behind closed doors' or the postponed or abandoned Match is: (i) not re-arranged; or (ii) the Ticket holder is unable to attend the rearranged Match, the Ticket holder will be entitled to a refund of the face value of the Ticket (including any booking fee or related transaction charge and any postage costs). The procedure for obtaining such a refund shall be announced by the EFL and/or the applicable Club(s).
- 6.5 In the event that the Ground reduces the intended capacity of the stadium after the date that Tickets were on sale, the EFL and Club reserve the right to cancel your Ticket and provide a full refund of the Ticket price paid (including any booking fee or related transaction charge and any postage costs).
- 6.6 In the event that a Match is moved to an alternative Ground from the Ground which was originally designated to host the Match at the time of purchasing the Ticket, and the Ticket holder is unable to attend at the alternative Ground, the Ticket holder will be entitled to a refund of the face value of the Ticket (including any booking fee or related transaction charge and any postage costs).
- 6.7 Where circumstances arise in which there may be an entitlement to apply for a refund in relation to an affected Match, the EFL or Club will

publish a procedure for applying for the refund. Any refunds must be applied for within 28 days of the EFL or Club publishing the procedure for the affected Match.

- 6.8 ***This clause 6 sets out your sole entitlement in relation to the applicable circumstances set out. The EFL, Clubs and Ground owner will have no further liability whatsoever, including (but not limited to) any connected loss or damage, (for example, loss of enjoyment or accommodation or travel costs). No liability will be accepted for business losses***

7 Lost, Stolen or Defaced Tickets

- 7.1 In order to gain admission to the Ground an EFL Ticket or Club Ticket must be presented in its entirety at the Match. Defaced, illegible or incomplete Tickets may be invalidated. You are responsible for ensuring you keep your Ticket in a safe, secure, and good condition.
- 7.2 The EFL and/or Ground owner shall not be obliged to issue any replacement for a lost, stolen, illegible, defaced or destroyed EFL or Club Ticket.

8 Cancellation & Withdrawal of Ticket

- 8.1 Without limiting any other remedies, it may have, the EFL shall have the right in the case of any serious or persistent breach of the Terms & Conditions of Entry to cancel and withdraw any Ticket issued to you. In the event of such cancellation you may be ejected from or refused entry to the Ground and no refund will be paid. By way of example only, the following circumstances are considered by you and the EFL to constitute serious breaches of the Terms & Conditions of Entry:
 - (a) smoking inside the ground, including e-cigarettes;
 - (b) persistent standing in seated areas whilst the Match is in progress;
 - (c) unauthorised sale or transfer of any Ticket to any person;
 - (d) deliberate misuse of any Ticket;
 - (e) failure to comply with all relevant statutes, safety announcements and other rules and regulations applicable whilst inside the Ground;
 - (f) behaviour likely to cause injury, nuisance or annoyance to yourself or others or damage to the Ground or any part thereof;
 - (g) any misrepresentation in relation to clause 2.2, 2.3 or 2.4;
 - (h) taking into the Ground any unauthorised articles;
 - (i) the supply of any misleading or incorrect information in any application;
 - (j) any failure to pay or default of payment in respect of any sums owing to the EFL (or, in respect of a Club ticket, the relevant club) in respect of any Ticket; and/or
 - (k) seeking to make any audio, audio-visual or visual recording of a Match and/or collection or dissemination of data or information from it, other than as permitted pursuant to clause 3.6 only.
- 8.2 In the event that your Ticket is withdrawn or cancelled the EFL reserves the right to exclude you from applying for any Match ticket at its discretion. Your name, identifying details and/or any photographs of you (including but not limited to any material being personal and/or special categories of personal data as defined under the General Data Protection Regulation (or any superseding legislation having effect in England)) may be passed to any club(s), the police and/or such other appropriate authority as the EFL sees fit.
- 8.3 You do not have any right to cancel your Ticket order after it is accepted, other than as set out elsewhere in these Conditions of Issue.

9 Personal Data & Filming

- 9.1 By entering the Ground, all persons are acknowledging that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be taken of them and may also be used, by way of example and without limitation, in televised coverage of the game and/or for promotional, training, editorial or marketing purposes by the Club, the EFL or others (including commercial partners and accredited media organisations) and entry into the Ground constitutes your acknowledgement of such use. You further acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify you as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of the Terms & Conditions of Entry.
- 9.2 The EFL processes personal data in accordance with its Privacy Notice, available at: <https://www.efl.com/efl-privacy-notice/>. Information about the Club's use of your personal data will be brought to your attention by the Club (see for example any applicable privacy policy, signage and/or other forms of announcement in or around the ground). For further information please contact the Club.

10 Exclusion of Liability

10.1 To the maximum extent permitted by law, the EFL and Ground owner hereby exclude any liability for loss, injury, or damage to persons/property in or around the Ground.

11 Governing Law

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

11.2 Notwithstanding clause 12.1, you have the option to pursue any complaint in relation to our Ticket service with us by using the contact details at: <https://www.efl.com/-more/contacting-the-efl/>. You may also wish to refer any complaint to the Independent Football Ombudsman (IFO): <https://www.theifo.co.uk/>.