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D ("CLUB")

CONDITIONS OF ISSUE

1. Issue of Season Ticket

1.1 The issue of a Season Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry (which can be found on – or accessed via – the Club's website at www.swanseaclub.net or can be provided upon written request to the Club).

1.2 Season Tickets are for the use of supporters of the Club only. By applying for a Season Ticket and/or using the same you hereby warrant and represent that you are a supporter of the Club.

2. Admission to the Ground

2.1 By purchasing and/or accepting and/or holding a Season Ticket and/or using a Season Ticket to gain access to the Ground, 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.

2.2 A Season Ticket permits you to occupy at the Match the seat indicated on the Season Ticket or such other alternative seat of equivalent value as the Club may, from time to time, allocate to you at its reasonable discretion.

2.3 Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent season.

2.4 Save as set out in clause 2.5 below, you shall not bring into (or use within) the Ground any equipment that is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Match or any aspect of it. Any person acting in breach of this

provision may have such equipment confiscated and/or will be required to deliver up any tapes, films, disks or other recordings or data to the PL and/or the Club and the copyright in any such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the PL.

2.5 Mobile telephones are permitted within the Ground, provided that they are used for personal and private use only.

2.6 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.

2.7 You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. For the avoidance of doubt this clause shall not prevent the lawful distribution of text publications in any format which do not infringe clause 2.6

publication are lawful in all respects and do not in the Club's
to public order.

2.8 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.

2.9 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, 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.

2.10 Whilst the Club will make every effort to provide the seat you have selected in the ground, it reserves the right to transfer your seat to an alternative seat, of equal or greater value. This is at the Clubs discretion and reasonable notice would be applied.

3. Use of Season Ticket

3.1 Subject to clause 3.2, below, Season Tickets are issued for your sole use and you shall not sell, assign or transfer or lend the Season Ticket or the benefit of it to any other person without the prior written consent of the Club. The reference to selling the Season Ticket includes offering to sell a Season Ticket (including, without

limitation, via an online auction website), exposing a Season Ticket for sale, making a Season Ticket available for sale by another and advertising that a Season Ticket is available for purchase. For the avoidance of doubt (and by way of example only) this Season Ticket may not be offered as a prize in any promotion or competition; transferred, lent or sold to any third party as part of a hospitality or travel package; given to a third party who agrees to buy some other goods or services; or used for any other commercial purpose, (all save as expressly authorised by the PL or the Club).

3.2 You may only sell or transfer the Season Ticket to a Guest with the express written consent of the Club given at the Club's absolute discretion. No such sale or transfer will be permitted except where the same takes place in respect of an individual match and in consideration of no payment or benefit in excess of the face value of a ticket to that Match and such transfer does not take place during the course of any business or for the purpose of facilitating any third party's business. Such resale or transfer to any Guest is hereby provided 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 that Guest as if he/she was the original purchaser of the Season Ticket (and you must inform the Guest of this).

3.3 The unauthorised sale or disposal of 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 will inform the police when it becomes aware that a Season Ticket has been sold illegally and will 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 PL who may in turn notify other

Premier League clubs and/or the relevant law enforcement authorities. The information that we share may include your personal details, information about the offence and about ticket purchases

this to identify and prevent ticket touting offences and

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 may be considered to be a trespasser and may 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. Changes to Dates, Refunds & Exchanges

4.1 No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Your Season Ticket will enable you to attend the re-arranged Match.

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

5. Lost or Stolen Season Tickets

5.1 In order to gain admission to the Ground, the Season Ticket must be presented in its entirety at every Match. If applicable, the numbered vouchers must be torn from Season Ticket books in the presence of the turnstile operator/attendant.

5.2 In the event that you forget your Season Ticket in respect of any individual Match, the Club shall not be obliged to admit you or issue any other form of ticket for that Match. If a match-day duplicate ticket is issued, it will need to be purchased at the match category price, and the Club may require payment of a non-refundable administration charge.

5.3 If, in the Club's opinion, a Season Ticket is damaged, lost, stolen or destroyed, a duplicate Season Ticket shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge. This charge is £20. Only one duplicate Season Ticket will be issued to you per season and you will be required to sign a document confirming that the original Season Ticket is damaged, lost, stolen or destroyed and indemnifying the Club against any direct or indirect consequences of such matter having been falsely represented or stated to the Club.



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Season Ticket to the Club should be returned to the Club immediately if it is found to be lost or damaged. If a Season Ticket is found to be lost or damaged, you will be notified for not arrive in the post after purchase, you will be required to return the original Season Ticket to the Club immediately and undertake to immediately return the original Season Ticket into your possession at any time. There will be no charge for the issue of a duplicate Season Ticket in this instance.

6. Change of Address

If you change your address during the season you must notify the Club as soon as reasonably practicable.

7. Cancellation & Withdrawal of Season Ticket

Without prejudice to any other remedies it may have, the Club shall have the right in the case of any serious or persistent breach of the Terms & Conditions of Entry to cancel and withdraw your Season Ticket. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Season Ticket. Without prejudice to the general nature of the above the following actions shall constitute serious breach of the Terms &

Conditions of Entry:

- 7.1 smoking in designated non-smoking areas;
- 7.2 being (or appearing to be) intoxicated;
- 7.3 persistent standing in seated areas whilst the Match is in progress;
- 7.4 the sale or transfer (save as permitted) of a Season Ticket to any person;
- 7.5 the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
- 7.6 the supply of any misleading or incorrect information in any application;
- 7.7 the use of foul, obscene, abusive and/or racist language and/or gestures;
- 7.8 the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;
- 7.9 the chanting of anything of an indecent or racist nature;
- 7.10 fighting or engaging in and/or inciting violence;
- 7.11 bringing into 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;
- 7.12 entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- 7.13 any misrepresentation in relation to clause 1.2, above;
- 7.14 breach of the terms of any Membership;

ove; and

ment in respect of any sums owing to the Club (or any third party) in respect of any Season Ticket.

If a Season Ticket holder is not 16 years old or over, his/her parent(s) and/or guardian(s) are responsible for his/her actions, conduct and compliance with the Terms and Conditions of Entry.

As per the Clubs safeguarding policy, children aged 12 and under are not permitted to purchase a Season Ticket unless accompanied by his/her parent(s) and/or guardian(s).

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 FIFA, UEFA, The Football Association, PL, The

Football League and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

8. Filming, photography and taping

All Season Ticket holders who enter the Ground acknowledge that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used in televised coverage of the game and/or for promotional or marketing purposes by the Club, the PL or others, and use of a Season Ticket to enter the Ground constitutes consent to such use.

9. Exclusion of Liability

9.1 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.

9.2 Neither the PL nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (i) the position of the seat and/or (ii) the actions of other spectators.

10. General

10.1 The invalidity or partial invalidity of any provision of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect.

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

10.3 The Terms and Conditions of Entry constitute the entire agreement between the Club and the Season Ticket holder and neither the Club nor the Season Ticket holder shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Terms and Conditions of Entry which is not set out therein.

Nothing in these Conditions of Issue and with the exception of the Premier League, no other person other than you or the Club has any right to rely on or enforce any term of these Conditions of Issue.

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.

10.5 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 (including in relation to any noncontractual disputes or claims).

11. Definitions

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

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

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

"Ground" means the football stadium and all other locations owned, occupied or utilised by the Club.

"Ground Regulations" means those ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground.

"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" means any Premier League football match in which the Club participates and that takes place at the Ground during Season 2012-2013.

"Season Ticket" means a season ticket booklet (and all or any component vouchers therein) or any season ticket smartcard (and/or any rights arising out of or in connection with any of the foregoing) for admission to Matches.

"Terms & Conditions of Entry" means each of the rules and regulations of FIFA, UEFA, The Football Association, The Premier League ("PL") and The Football League; the Ground Regulations; and the Conditions of Issue.