

2020/21 Season Cards

Conditions of Issue

Definitions

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

“Club” means Middlesbrough Football & Athletic Company (1986) Limited.

“Conditions of Issue” means these terms and conditions governing the issue and use of a Season Card.

“Cup Match(es)” any competitive football match, save for League Matches, which is organised by the Club and played by the team at the Ground save for matches played behind closed doors.

“Football Authority” means each of the Premier League, The English Football League, The Football Association, The Football Association of Wales, FIFA, UEFA and other relevant governing body of association football.

“Ground” means the Riverside Stadium or such other stadium as the Club may relocate to on a permanent or temporary basis during the Season. “Ground Regulations” means those ground regulations issued by the Club or the relevant Football Authority from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground (copies of which are available on the Club’s website, www.mfc.co.uk or upon request from the Ticket Office).

“Guest” means a relative, friend or colleague who is not excluded from the Ground due to breach of the conditions included in Section 9 or otherwise, and would be entitled to purchase a Season Card in their own right under the Terms & Conditions of Entry.

“League” means the league competition of the relevant Football Authority in which the Club is playing during the Season.

“Match(es)” means any League match in which the Club participates and that takes place at the Ground during Season 2020/21. For the avoidance of doubt this does not include any League play-off fixtures or Cup Matches or any matches to be played as friendly or matches to be played behind closed doors.

“Material” means any audio, visual or audio-visual material or any information or data.

“Season” the period from the Club’s first competitive Match of the League within which it is competing to the date of the Club’s last competitive Match of the season to which the Season Card applies.

“Season Card” means any Season Card smartcard or paper replacement (and/or any rights arising out of or in connection with any of the foregoing) for admission to Matches.

“Spectator Code of Conduct” means the spectator code of conduct in place at the Ground from time to time to mitigate the spread of COVID-19 which must be adhered to by each spectator attending the Ground or any similar spectator code introduced by a government, local authority or Football Authority.

“Terms & Conditions of Entry” means each of the rules and regulations of any Football Authority; the Ground Regulations; the Conditions of Issue and the Spectator Code of Conduct (all of which are available from the Club on request from Supporter Services; the Ground Regulations, Conditions of Issue and Spectator Code of Conduct are also available via the Club website at www.mfc.co.uk).

1. Issue of Season Card

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1.1. The issue of a Season Card and subsequent access to the Ground is subject to the Terms & Conditions of Entry.

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

1.3. Supporters aged Under 14 must be accompanied by an adult at every Match they attend in accordance with Section 2.13 of this document.

1.4 In the event that you purchase a Season Card via a finance plan, this finance arrangement will be made between you and a third party finance provider in an independent contract between you and the third party finance provider. Our current finance provider partner is Secure Trust Bank via the V12 Retail Finance Limited Portal. You will be directed to the V12 Retail Finance Limited Portal to complete the application form. Approval is at the sole discretion of Secure Trust Bank and any agreement entered into will be subject to Secure Trust Bank terms and conditions and in accordance with the Secure Trust Bank privacy policy. The Club will not assist with any applications for finance and is not party to any finance arrangement. If you default on a payment under your finance agreement your Season Card will be suspended or cancelled, and you will not be granted access.

1.5 You are responsible for the use of your Season Card at all times. You must retain your Season Card for the duration of the Match and produce your Season Card for inspection upon request.

2. Admission to the Ground

2.1. By purchasing and/or holding a Season Card and/or using a Season Card to gain access to the Ground, you:

2.1.2 acknowledge that you are responsible for deciding whether or not you should attend any Match and, prior to attending each Match, certify that you have carried out a personal risk assessment based on your own age, health and susceptibility to infection and clinical vulnerability and of those in your household or support bubble (based on government guidelines);

2.1.2 prior to attending each Match certify that you are not currently displaying COVID-19 symptoms and agree that if you or any member of your household or support bubble develop any COVID-19 symptoms you will not attend the Match or the Ground;

2.1.3 (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;

2.1.4 agree to provide your name and contact details for contact tracing purposes and understand that the Club may share these details with NHS and government contact tracing services; and

2.1.5 will comply with social distancing measures in place at all times.

2.2. A Season Card permits you to occupy at the Match the seat indicated on the Season Card (subject to clauses 2.3 and 2.4) which shall be allocated at the Club's sole discretion. For the avoidance of doubt, you must not sit in any seat other than the one allocated to you. All access to the Ground pursuant to a Season Card shall be for the purposes of private enjoyment of the Match only, not for commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).

2.3. The Club reserves the right to allocate to you, prior to or during the Season, such other alternative seat as the Club may decide using its reasonable discretion. In particular, you acknowledge that due to reduced Ground capacity during the 2020/21 Season you may be allocated a seat in a different part of the Ground than you selected at point of sale, which shall be at the sole discretion of the Club.

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2.4. Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Season Card or any other seat in any subsequent season or at any other match to which you purchase tickets including Cup Matches or friendlies.

2.5. A Season Card permits you to access and egress the stand and utilise any communal facilities to be made available and the toilet facilities in the concourse area allocated to the seat indicated on the Season Card (or such other seat as decided by the Club). Movement to another stand or concourse area is not permitted except in an emergency and when directed by a steward or police officer.

2.6 Save as set out in clause 2.7 below, you shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Ground and/or the Ground, nor may you bring into the Ground or use within the Ground (or provide to, facilitate or otherwise assist another person to use within the Ground) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the relevant Football Authority and/or the Club and the copyright, database right and all other rights, title and interest in and to all Material is hereby assigned to the relevant Football Authority, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. You further agree (if and whenever required to do so by the relevant Football Authority) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to such relevant Football Authority absolutely and with full title guarantee.

2.7 Mobile telephones and other mobile devices are permitted within the Ground, PROVIDED THAT (a) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (b) no Material that is captured, logged, recorded, transmitted, played, issue, shown or otherwise communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites or social media platforms.

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

2.9. You shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature. 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 where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order, subject to the prior written consent of the Club being obtained.

2.10. 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.

2.11 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with social distancing and other COVID-19 related measures in place at the Ground from time to time.

2.12 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.

2.13 The Club takes its responsibility for the safeguarding of children seriously, as a result we have raised the age of children attending matches unattended at the Ground to 14 years old, therefore any supporter under 14 years old must be accompanied by, and seated with, a qualifying adult, parent or guardian, (age 18 years and over). Where seats directly together are not available, the Club will make a decision based on the proximity of the nearest seat, and the decision is not negotiable.

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2.14 You attend Matches at the Ground at your own risk and will not hold or seek to hold the Club, its officers, employees, contractors and/or agents responsible for any injury, damage, loss, cost or expense whatsoever suffered as a result of your attendance at any Match (for example as a result of being inadvertently hit by a ball). This does not affect your statutory rights in the event that such injury, damage, loss, cost or expense is proven to be a direct result of negligence of the Club. The Club may from time to time advise of further risks of which they are aware.

3. Use of Season Card

3.1. Season Cards are issued for your personal use and you shall not resell, dispose of, assign, (save as set out in clause 3.2 below) transfer or lend or otherwise deal with the Season Card or the benefit of it to any other person without the prior written consent of the Club. Further you shall not use the Season Card for any commercial purpose. The reference to reselling the Season Card includes reference to offering to sell a Season Card (including, without limitation, via any website or online auction site), exposing a Season Card for sale, making a Season Card available for sale by another person and advertising that a Season Card is available for purchase. For the avoidance of doubt (and by way of example only) this Season Card may not be offered as a prize in any promotion or competition nor transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another good or service, or used for any other commercial purpose or disposed of in any other way, save as expressly authorised by the relevant Football Authority or the Club.

3.2 All concessionary Season Cards must be used by a person of the age/concession category to which the Season Card is assigned in accordance with Clause 6. In the event of a person entering the Ground, or attempting to enter the Ground, with a concessionary Season Card for which he/she does not qualify the Season Card and relevant Season Card purchasing account will be suspended in accordance with Club policy and no refund will be given. The Club shall have the right to terminate the Season Card without liability and the Season Card holder may be refused future access to the Ground at the Club's discretion. Further, any Season Card issued free of charge to a companion of a disabled or vulnerable supporter to enable such disabled or vulnerable supporter to attend Matches is only valid if the disabled or vulnerable person is present at the time and point of entry and throughout the duration of the Match. For the avoidance of doubt, Season Cards cannot be upgraded during the 2020/21 Season.

3.3 A designated family area, the Everyone Active Generation Red Family Zone (the "Family Zone"), is available in the East Stand when the normal Ground capacity is available. It is recommended as an enjoyable area for any families, in particular new family spectators, to watch the match. Season Card are only available to family groups. Family groups may consist of a maximum of three children to one adult, or a maximum of two adults to one child. The Club shall be entitled to relocate the Season Card to another part of the Ground without further notice to the Season Card holder if the family group ratio changes from that stated above and the Season Card holders may be required to pay to the Club an increase in price in respect of the relocation for the remainder of the Season.

3.4 You may only resell or transfer the Season Card to another person (Transferee) with the express written consent of the Club given at the Club's absolute discretion. A maximum of one resell or transfer (if authorised by the Club) will be permitted during the 2020/21 Season and only if all Covid-19 compliance requirements are satisfied. No such resale or transfer will be permitted except where the same takes place in respect of the remainder of the Season and in consideration of no payment or benefit in excess of the pro-rata value of the Season Card for entry to the remaining Matches 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 Transferee 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 that Transferee and their use of the Season Card as if he/she was the original purchaser of the Season Card (and you must inform the Transferee of this).

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3.5 The unauthorised sale or disposal of tickets (including Season Cards) is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The Club will inform the police if it becomes aware that Season Cards are being sold or disposed of illegally and will press charges against those breaking this law. If you are convicted of a ticket touting offence, or we reasonably suspect you have committed a ticketing offence, we will notify the relevant Football Authority who may in turn notify other Premier League/Football League Clubs 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 ticketing offences and disorder at matches.

3.6 From time to time, at the discretion of the Club and subject to compliance with Government rules regarding social bubbles, Season Card holders may be entitled to purchase an additional Match ticket for a Guest. Any additional Match tickets purchased in accordance with this clause 3.6, shall not be offered for resale for whatever reason or by whatever method. In the event that such tickets are resold in breach of this clause then the provisions of Clause 3.11 shall apply.

3.7 The Season Card 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 Card at any time.

3.8 You must remain seated at all times the Match is in play.

3.9 You must only sit in the seat allocated to you and must not move or change seats for any reason unless requested to do so by Club staff.

3.10 You must avoid any non-essential movement around the Ground.

3.11 You must at all times respect social distancing measures, be respectful to others, follow signs and obey instructions from Club stewards and PA announcements.

3.12 Any Season Card obtained or used in breach of the Terms & Conditions of Entry shall be automatically void and all rights conferred or evidenced by such Season Card shall be nullified. Any person seeking to use a Season Card 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 the cancellation, suspension or withdrawal of this Season Card. In the event of any cancellation, suspension or withdrawal in accordance with this clause 3.7, no refund shall be payable to the holder in respect of any games missed through suspension or any unexpired portion of the Season Card. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with such matters, including a claim for an account of profits made from an unauthorised use of the Season Card.

4. Three Year Season Cards

4.1. Pricing – in the event of price changes during the period of any three-year Season Card no additional charges will be made or rebates given on the original price paid for any such three year Season Card.

4.2. Offers – in the event of any offer (for example free drinks) being made to annual Season Card holders in any particular season those offers will be extended on the same terms and conditions to a three-year Season Card holder but only for such period as any such offer is available to annual Season Card holders.

4.3 The Club is under no obligation to offer for sale, or renew, three year season cards.

5. Changes to Dates, Refunds & Exchanges

5.1. The price of a Season Card, in whole or in part, is non-refundable. All home, away and hospitality match tickets are also non-refundable.

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5.2. No guarantees can be given by the Club that a Match will take place at a particular time or on a particular date. The dates and/or kick off times of all matches during a season are subject to change for any reason including, without limitation, rearrangement due to television broadcasting or cup competition requirements or on the advice or imposition of any Governing Body or regulatory or governing body. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever. Your Season Card will enable you to attend the re-arranged Match.

5.3. 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.

5.4 In the event at any time during the 2020/21 Season, that any Match(es) are played behind closed doors or are cancelled, or the capacity of the Ground is restricted below the total number of Season Cards sold, the Club shall in its absolute discretion determine who shall be given priority for allocation of a seat for any Match (where not played behind closed doors) and what will constitute a reasonable alternative to the use of the Season Card for a particular Match(es).

6. Concession Pricing

6.1. To qualify for an Under 18 or Under 11 concession Season Card, the applicant must be under the relevant age on August 1st of the season for which the concession Season Card applies. For the avoidance of doubt, anyone who has their 11th or 18th birthday on August 1st does not qualify for the concession.

6.2 The Under 11 concession Season Card is limited to one Under 11 concession Season Card per one full paying adult Season Card holder. The Season Cards must be used together to qualify for the Under 11 Season Card entitlement and the Under 11 Season Card holder must be at all time accompanied by, and seated with, an adult Season Card holder.

6.3 Non-attendance by the Under 11 Season Card holder at three consecutive Matches may, at the Club's discretion, invalidate the Under 11 Season Card and the adult Season Card holders entitlement to sit in the Family Zone (if applicable) and the Club shall be entitled to relocate the adult Season Card to another part of the Ground without further notice to the Season Card holder and the Season Card holder may be required to pay to the Club an increase in price in respect of the relocation for the remainder of the Season.

6.4. To qualify for an 18 – 21 concession Season Card the applicant must be at least 18 years of age but less than 22 years of age on August 1st of the season for which the concession season card applies. For the avoidance of doubt, anyone who has their 21st birthday on August 1st does qualify for the concession.

6.5. To qualify for an Over 65 concession Season Card, the applicant must be 65 years of age or older on August 1st of the season for which the concession season card applies.

6.6 To qualify for a disabled supporter's concessionary Season Card, the applicant must be able to demonstrate they qualify for the concession for the duration of the Season to which the Season Card applies in accordance with the eligibility criteria set out at <https://www.mfc.co.uk/supporter-services/supporter-information/disabled-supporters>

6.7 Any supporting documentation required to demonstrate eligibility for a concessionary Season Card must be submitted to the Club within 21 days of the Season Card purchase to enable the Season Card to be activated for use. The Season Card will not grant the holder access to the Ground until the Club is in receipt of the supporting documents.

6.8 If a Season Card has been purchased on the V12 Retail Finance Limited finance plan the administration fee charged by V12 Retail Finance Limited shall be non-refundable in the event that supporting documentation is not provided and the Season Card is not activated.

6.9 In the event that the relevant eligibility criteria in respect of a disabled supporter concessionary Season Card do not apply for the full duration of a Season, the Season Card holder must immediately inform the Club. The

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Season Card holder may then lose the right to concession pricing and may be required to pay to the Club the full Season Card price in respect of the remainder of the Season.

7. Lost or Stolen Season Cards

7.1. In order to gain admission to the Ground the Season Card must be presented in its entirety at every Match.

7.2. In the event that you forget your Season Card in respect of any individual Match, the Club shall not be obliged to admit you or issue any other form of ticket for that Match. If a match-day duplicate ticket is issued, the Club may require payment of a non-refundable administration charge.

7.3. If, in the Club's opinion, a Season Card is damaged, lost, stolen or destroyed, a duplicate Season Card shall be issued by the Club as soon as reasonably practicable after the payment of a non-refundable administration charge. In making its decision, the Club shall be entitled to call for all reasonable evidence of the need for a replacement Season Card, for example but not limited to a police crime reference number in the event that a Season Card is stolen, or a copy of the damaged Season Card. Only one duplicate Season Card will be issued to you per season and you will be required to sign a document confirming that the original Season Card 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. In the event that the original Season Card is found after the duplicate is issued you must immediately return the original Season Card to the Club.

7.4. Should any Season Card when applied for not arrive in the post after purchase, you will be required to sign a document confirming this and undertaking to immediately return the original Season Card to the Club should it come into your possession at any time. There will be no charge for the issue of a duplicate Season Card in this instance.

7.5 If the Ground entry system shows your Season Card has accessed the Ground in respect of a Match, the Club will not under any circumstances issue a duplicate ticket for the Match to grant you or any other person access to the Ground. It is your responsibility to securely retain your Season Card and prevent use of the Season Card other than in accordance with the Terms & Conditions of Entry.

8. Change of Contact Details

8.1. If you change any of your contact details during the Season you must notify the Club as soon as reasonably practicable either by updating your details in your digital account, in writing to Ticket Office, Middlesbrough FC, Riverside Stadium, Middlesbrough, TS3 6RS or by email to supporters@mfc.co.uk. In the event that we or the NHS Track and Trace or any other government or local authority official try to contact you at the given contact details and you fail to respond we reserve the right to suspend your Season Card until verified contact details are provided.

9. Cancellation, Withdrawal & Suspension of Season Card

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

9.1.1. failure to comply with any of the provisions of the Spectator's Code of Conduct;

9.1.2. smoking in the Ground;

9.1.3. being (or appearing to be) intoxicated through drink and/or drugs;

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- 9.1.4. persistent standing in seated areas whilst the Match is in progress;
 - 9.1.5. sale or transfer (save as permitted) of this Season Card to any person;
 - 9.1.6. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
 - 9.1.7. deliberate misuse of the Season Card;
 - 9.1.8. the supply of any misleading or incorrect information in any application;
 - 9.1.8. persistent swearing or offensive behaviour during the Match;
 - 9.1.9. 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;
 - 9.1.10. bringing to the Ground, 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;
 - 9.1.11. concession abuse or non-compliant access to the Ground.9.1.12. whether at the Ground, or, travelling to or from a Match:
 - 9.1.12.1 the use of foul, obscene, offensive, abusive and/or racist language and/or gestures;
 - 9.1.12.2 the chanting of anything of an indecent, offensive or racist nature;
 - 9.1.12.3 fighting or engaging in and/or inciting violence;
 - 9.1.12.4 inappropriate, offensive, abusive or criminal behaviour;
 - 9.1.13. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
 - 9.1.14. any misrepresentation in relation to clause 1.2;
 - 9.1.15. any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of this Season Card;
 - 9.1.16. damage to or theft of property;
 - 9.1.17. threats to or assault, including verbal assaults, on Club personnel and agents of the Club at any time, location or by any means;
 - 9.1.18 acting in an anti-social manner whether in the Ground or elsewhere;
 - 9.1.19. use of a Season Card by a person to whom the card has not been issued unless covered by the provisions outlined in 3.1 and 3.2;
 - 9.1.20 failure to provide accurate and up to date contact details.
- 9.2. Without prejudice to any other remedies it may have the Club may in its absolute discretion suspend the use of your Season Card in circumstances where the Club have reason to believe that you have behaved in a manner which is contrary to the Club or any other club's rules or regulations and/or is deemed by the Club to have brought the Club in to disrepute.
- 9.3. In the event that your Season Card is withdrawn, cancelled or suspended 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 Card at its discretion and to notify any Football Authority, other football clubs and/or any relevant police force (if applicable) of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

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9.4 Where a Season Card is suspended or withdrawn, or the Season Card holder is excluded from attending Matches, all purchasing accounts in his/her name will be similarly suspended or withdrawn for the period of suspension/withdrawal. For the avoidance of doubt, the Season Card holder would not be entitled to purchase tickets for away matches or other Club matches. In the event that the Season Card holder has purchased home or away (including hospitality) tickets prior to the period of suspension or withdrawal for matches during the period of suspension or withdrawal, no refund shall be given and no access granted.

9.5 At its absolute discretion, the Club may suspend or withdraw a Season Card and all other purchasing privileges if the Season Card holder is arrested at (including outside and travelling to/from the venue) or ejected from any other football match, particularly, but not restricted to, our Club's away matches.

9.6 Any suspension, ban or withdrawal of purchasing privileges may continue indefinitely following the end of the season for which the Season Card was bought.

10. Filming, photography and taping

10.1. All Season Card holders who enter the Ground acknowledge 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 relevant Football Authority, or others (including commercial partners and accredited media organisations), and use of a Season Card to enter the Ground constitutes consent to such use.

10.2. All Season Card holders agree that the Matches for which Season Cards have been purchased are public, and that their appearance and actions inside and in the perimeter of the Ground where a Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Matches.

11. Exclusion of Liability

11.1 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 or any other liability of the Club which cannot be excluded under applicable law.

11.2 Neither the Football Authority nor the Club shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of (a) the position of the seat and/or (b) the actions of other spectators.

11.3 For the avoidance of doubt in accepting these Season Card terms and conditions you acknowledge that the Club have undertaken all reasonable efforts to comply with guidance on making the Ground Covid-19 Secure and that you take full personal responsibility for attending any Match and any associated risk of contracting COVID-19.

12. Discretionary Benefits

12.1. The Club may from time offer discretionary benefits to Season Card Holders the exact terms of any such offer will be available for inspection under the Season Card section of the website (www.mfc.co.uk) or on request at Ticket Office.

13. General

13.1 The Club reserves the right to change these Conditions of Issue from time to time and shall notify you of such changes if they materially affect your rights as a consumer. This notification shall be made via the contact method indicated on your account preferences.

13.2 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. If any invalid,

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unforeseeable or illegal provision of these Conditions of Issue 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.

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

13.4 The Terms and Conditions of Entry constitute the entire agreement between the Club and the Season Card holder.

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

14. Equality

14 The Club is committed to promoting equal opportunities by treating people fairly and with respect; by recognising inequalities exist; by taking steps to address them; and by providing access and opportunities for all members of the community. The Club will endeavour to eliminate discrimination on the basis of age, disability, sex, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, religion or belief, or sexual orientation. A copy of the Club's Equality & Diversity Statement of Commitment and Incident Reporting Procedure can be found on the Club website www.mfc.co.uk or from Supporter Services.

15. Data Protection

15.1 We are committed to protecting your data and respecting your privacy. We aim to be clear when we collect your data and not do anything you wouldn't reasonably expect with your data. We handle and process data in accordance with the General Data Protection Regulation ("GDPR"), Data Protection Act 2018 and the Club's Privacy Notice, a copy of which can be found on the Club website www.mfc.co.uk/privacy-notice or from Supporter Services, Riverside Stadium, Middlesbrough, TS3 6RS.

15.2 Your name and contact details may be provided to government or NHS contact tracing services on grounds of public health.