

SOUTHAMPTON FOOTBALL CLUB LIMITED (the “Club”)
SEASON TICKET TERMS AND CONDITIONS

The following Terms and Conditions apply to your purchase and/or use of a Season Ticket for the 2022/23 season. The Club reserves the right to amend these Season Ticket Terms and Conditions and where the Club does so, we will inform you of the changes that apply and the date they take effect. The purchase or use of a Season Ticket in any way constitutes acceptance by the Season Ticket Holder of these Season Ticket Terms and Conditions. Failure to comply with the Season Ticket Terms and Conditions may result in the Club refusing admission or removing any person in breach of these Terms and Conditions.

We ask you to note the following:

- The date and kick-off time of each Match is subject to change. The Club shall have no liability whatsoever to you if a Match is re-arranged, save that you shall be entitled to use your Season Ticket to attend the re-arranged Match.
- Season Tickets shall not be transferred or resold under any circumstances, save where expressly permitted by the Club in its absolute discretion.
- Season Tickets are non-refundable, except where otherwise set out in these Terms and Conditions.
- A child under the age of two (2) years old is allowed admittance to the Ground, but must have a ticket for a designated seat.
- If you are unhappy with any aspect of the Season Ticket, please contact the Club's Supporter Services team by email on supporterservices@saintsfc.co.uk who will endeavour to respond within two (2) working days.

1. DEFINITIONS

In the Season Ticket Terms and Conditions the following words and phrases shall have the following meanings:

“Away Club” means the football club playing against the Club;

“Away Match Ticket” means a ticket in printed or other form (any/or any rights arising out of or in connection with any of the foregoing) for admission to a Match at the Ground in support of any team other than the Club;

“Concession” means Supporters aged 65 years or older on or before 1 August 2022 and young adults aged between 18-25 years on or before 1 August 2022, proof of age required at time of purchase

“Football Authority” means 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;

“Ground” St Mary's Stadium, Britannia Road, Southampton, SO14 5FP, and all 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;

“Personal Assistant” means a relative, friend, colleague and/or companion to the disabled Season Ticket Holder who would be entitled to purchase a Season Ticket under the Terms & Conditions of Entry;

“Junior” means supporters under the age of 18 years on or before 1 August 2022;

“Match” means a Premier League football match, League Cup match (or as amended from time-to-time), FA Cup match, UEFA Champions League match, UEFA Europa League match, Youth Team match or any friendly match in which the Club participates and that takes place at the Ground during the 2022/23 season as designated upon the Season Ticket to which these Season Ticket Terms and Conditions apply;

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

"Membership" means any rules and regulations agreed in relation to your participation in the Club's membership scheme;

"Official Ticket Exchange" means the Club's authorised ticket resale facility;

"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;

"Season Ticket Holder" means the registered holder of a Season Ticket;

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

"Terms & Conditions of Entry" means each of the rules and regulations of any Football Authority; the Ground Regulations; and the Season Ticket Terms and Conditions; and

"Ticket" means a ticket to matches played at other stadiums, including Cup Semi-Finals and Finals matches.

"Ticket Office" means the address for any Season Ticket and Ticket related enquiries: The Ticket Office, Southampton Football Club Limited, St. Mary's Stadium, Britannia Road, Southampton SO14 5FP;

2. Purchase of Season Ticket

- 2.1 The Season Ticket admits the Season Ticket Holder named thereon entry to 19 home Premier League Matches only, played by the Club at the Ground and is not refundable or transferable (and no rights arising out of or in connection with it are transferable or refundable) to any other person.
- 2.2 Entry to all home cup Matches is excluded. Where possible, at the discretion of the Club (and in accordance with the requirements of the Police and Licensing Authorities) there will be a Season Ticket Holder presale prior to public sales for any non-Premier League home Matches. Details of sale dates will be published on matchdays and on the Club website (www.southamptonfc.com). Please note that the Club is not able to guarantee that a Season Ticket Holder's Season Ticket seat will be available for any home cup ties.
- 2.3 The Club reserves the right, in its sole and absolute discretion, to make any or all seating inside the Ground unreserved or unavailable for any Match. Where the Club exercises its right under this clause 2.3, Season Ticket Holders may not be able to purchase their own seat. In this situation, the Club will endeavour, subject to availability, to offer any affected Season Ticket Holder with the nearest seat available to their Season Ticket seat.
- 2.4 The Club may, in its sole and absolute discretion, offer a 0% interest and no fees instalment payment option for the purchase of 2022/23 Season Tickets. The following terms apply to Season Tickets purchased via the Club's instalment payment option:
 - 2.4.1 instalment payment options will be made up of the total amount due for the Season Ticket (including any applicable fees) divided by a set number of months in which the total amount is required to be fully paid;
 - 2.4.2 the first payment for all instalment payment options is required to be paid at the point of purchase;
 - 2.4.3 all other payment dates will be provided to the purchaser before they make their purchase and after the purchase has been made;
 - 2.4.4 with the exception of first payments, all instalment payment option payments will be deducted on the last working day of each applicable month using bank account information held on the Season Ticket Holder's account;
 - 2.4.5 in the event that any payment fails, the Season Ticket Holder will be informed and the Season Ticket will be withheld and/or blocked until payments have been made in accordance with the above;
 - 2.4.6 MySaints account credits cannot be used for payment.

- 2.5 Applicants for Season Tickets who are sixty-five (65) years old on or before 1 August 2022 shall have the right to apply for or renew their Season Tickets at the concession rate advertised on the Club's website.
- 2.6 A purchased Season Ticket shall take effect in respect of the 2022/23 season only. The Club reserves the right to withhold a Season Ticket from any person as it sees fit.
- 2.7 All Season Tickets purchased will be subject to a £1.50 booking fee per Season Ticket.
- 2.8 Any Season Ticket Holder wishing to upgrade their Season Ticket for a particular Match may do so at the discretion of the Club's Ticket Office. Fees will apply.
- 2.9 Any credits obtained during the 2022/23 season will expire on 31 July 2023. For the avoidance of doubt, any credits not used by a Season Ticket Holder by 31 July 2023 will be unusable.

3. Issue of Season Ticket

- 3.1 The issue of a Season Ticket and subsequent access to the Ground is subject to these Season Ticket Terms And Conditions and any other applicable terms and conditions listed on the Club's website.
- 3.2 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 and that you are not a supporter of any Away Club.

4. Season Ticket Seat Transfers

- 4.1 Season Ticket seat transfers and relocations can be made anytime during the renewals process into any available seats. If a Season Ticket Holder has not renewed their Season Ticket by 31 May 2022 (the Club reserves the right to change this date in its sole and absolute discretion) their Season Ticket seat will be released and made available to other Season Ticket and ticket purchasers. Season Ticket Holders will have the option from 1 June 2022 to 5 June 2022 to choose alternative available seats.
- 4.2 Seat transfers are subject to availability and only a limited number of seat transfers will be actioned in any one season. No further transfer requests during the course of the season will be actioned, except in exceptional circumstances. All seat transfers are at the sole and absolute discretion of the Club and will be subject to a £10 administration fee per seat for seat transfers actioned on or before 5 June 2022, and £25 for seat transfers actioned any time after 5 June 2022.
- 4.3 The Club reserves the right, in its sole and absolute discretion, to allocate the Season Ticket to any other seat in the Ground at any time.

5. Online Season Ticket Sales

- 5.1 When you submit your order, you are offering to purchase Season Tickets at the price stated in accordance with these Season Ticket Terms and Conditions which, if accepted by the Club, will result in a binding contract.
- 5.2 It is your responsibility to ensure all information provided is correct before completing the order. Payment will be taken by clicking the 'confirm' button.
- 5.3 It is your responsibility to ensure that your address and contact information is kept up to date throughout the season.
- 5.4 The Club will send a confirmation email on receipt of your order. This is an acknowledgement that the Club has received the order. The contract between the Club and the Season Ticket Holder will not be formed until we dispatch the tickets to the address as stated in your order.
- 5.5 Whilst the Club tries to ensure that pricing and ticketing information on our website is correct at all times, errors may occasionally occur. If the Club discovers an error in the price or nature of the Season Ticket you have ordered, the Club will inform you as soon as possible, and give you the option of reconfirming your order at the correct price/specification or cancelling it. If the Club is unable to contact

you, the Club will unfortunately have to treat the order as cancelled. If the order is cancelled, the Club will provide a full refund.

6. Admission to the Ground

- 6.1 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, all applicable terms & conditions.
- 6.2 A Season Ticket permits you to occupy at the Match the seat indicated on the Season Ticket or such other alternative seat as the Club may, from time to time, allocate to you at its discretion. All access to the Ground pursuant to a Season Ticket shall be for the purposes of private enjoyment of the Match only, and not for any commercial purpose (and no authorisation is given or implied in respect of the carrying out of any commercial activities).
- 6.3 Nothing in these Season Ticket Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Season Ticket in any subsequent season.
- 6.4 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 Premier League and/or the Club. In addition, the Club reserves the right to eject you from the Ground in circumstances where you breach this clause 6.4.
- 6.5 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.
- 6.6 The copyright, database right and all other rights, title and interest in and to all Material that you produce at the Ground in relation to the Match, any players or other persons present in the Ground and/or the Ground (whether produced in breach of clause 6.4 above, or pursuant to clause 6.5 above, or otherwise) is hereby assigned to the Premier League and the Club, 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 Premier League) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the Premier League absolutely and with full title guarantee.
- 6.7 Save for official Club merchandise and/or other football-related clothing worn in good faith, you shall not bring into, use, wear, or display within the Ground any sponsorship, promotional or marketing materials.
- 6.8 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 6.6 above 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.

- 6.9 The Club reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with these Season Ticket Terms and Conditions and/or any other applicable terms and conditions.
- 6.10 Any attempt to gain access to the Ground wearing or carrying apparel (including, without limitation, hats and/or scarves) that demonstrate support for an 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.
- 6.11 Supporters with a Personal Assistant Season Ticket cannot enter the Ground without the disabled supporter their Season Ticket is paired with. If the disabled supporter is not attending, the Personal Assistant can pay an upgrade fee at the Ticket Office in order to gain access to the Ground. Please note that Personal Assistant Season Ticket Holders will not accrue credits or qualify for priority ticket access, including away ticketing priority access, independently of the Disabled Supporter.
- 6.12 On Match days, supporters are requested to be within the Ground no later than thirty (30) minutes prior to kick-off of the Match. This ensures that in the unlikely event of any problems, they will be dealt with before the Match commences.
- 6.13 The Club reserves the right to refuse entry to the Ground where the Season Ticket Holder has an outstanding debt to the Club.
- 6.14 The Club reserves the right to require any person entering the Ground to undertake temperature checks and/or any other requirement regarded as prudent in order to safeguard against the spread of COVID-19 or any other virus based or pandemic associated risk. The Club will ensure that any measures put in place in this regard are communicated via the Club website and, where possible, via email.

7. Use of Season Ticket

- 7.1 Season Tickets are 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. 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; you're their 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 the Club.
- 7.2 A Season Ticket Holder is only allowed to resell their Ticket to an individual Match provided that the sale happens via the Official Ticket Exchange, and provided that:
 - 7.2.1 the Club opens the Official Ticket Exchange for that Match; and
 - 7.2.2 the Club provides its consent to the Ticket being resold.
- 7.3 Should a Season Ticket Holder's Ticket be purchased in line with clause 7.2, the Season Ticket Holder will receive a credit to their account equalling an amount shown to the Season Ticket Holder prior to the ticket being placed on the Official Ticket Exchange. In this case, the Season Ticket Holder's Season Ticket will be deactivated for the relevant Match.
- 7.4 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 or disposed of 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 Premier League 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, including your name, contact details, 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.

- 7.5 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.
- 7.6 Any Season Ticket obtained or used in breach of these Season Ticket Terms & Conditions, or any other applicable terms and conditions, 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 these Season Ticket Terms and Conditions, or any other applicable terms and conditions, 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 7.6, 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.

8. Family Areas Season Ticket

- 8.1 There must be at least one (1) Junior Season Ticket Holder and one (1) adult Season Ticket Holder per group, and a maximum of two (2) adults to one (1) Junior or one (1) adult per two (2) Juniors in their group to access the Family Areas. Failure to comply with these requirements may result in the Club restricting use of such Season Tickets.
- 8.2 Under 11s tickets at £19 are only available with a paying adult. A Personal Assistant ticket does not class as a paying adult. A maximum of two Under 11s tickets at £19 are available per paying adult.

9. Junior and Concession Season Tickets

- 9.1 Junior and Concession applications must be accompanied by a photocopy of a passport or birth certificate. The following concessions apply to the purchasing of Season Tickets:

Junior Under 11	Available to persons under eleven (11) years of age as at 1 August 2022
Junior Under 18	Available to persons under eighteen (18) years of age as at 1 August 2022
18-25	Available to person aged over seventeen (17) and under twenty-six (26) years of age as at 1 August 2022
Senior	Available to persons over 65 years of age as at 1 August 2022

- 9.2 Any supporter entering the Ground on an ineligible concessionary Season Ticket will have the Season Ticket withdrawn and no refund will be given on Matches remaining in the season. The Club reserve the right in such cases to block the Season Ticket and pursue a criminal prosecution.
- 9.3 Evidence of level of disability and, if applicable, requirement for a Personal Assistant, must be provided at the Club's Ticket Office when requested by the Club, failure to present this will result in the Season Ticket becoming inactive. A full list of the documents accepted can be found at www.southamptonfc.com.
- 9.4 In order to maintain the safety and security of young patrons, the Club suggest that Junior Season Ticket Holders are accompanied to matches by a responsible

adult, but nevertheless any person who is fourteen (14) years of age or under must under be accompanied by a responsible adult at all times.

10. Changes to Dates, Refunds & Exchanges

- 10.1 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. The Club will use reasonable endeavours to publicise, including via the Club website, any fixture changes as far in advance as possible and the Club recommends that Season Ticket Holders visit the Club website on a regular basis to check Match dates and times.
- 10.2 Except at the sole and absolute discretion of the Club, and otherwise permitted by law, once a Season Ticket has been purchased the Season Ticket Holder shall not be entitled to cancel their Season Ticket and (except where expressly set out in these Season Ticket Terms and Conditions) no refunds shall be given by the Club for any Match(es) unattended. In particular, the following should be noted:
- 10.2.1 the dates and times of all of the Club's Match(es) to be held at the Ground during the Season are subject to alteration on a regular basis and the Club shall have no liability whatsoever to any Season Ticket Holder in respect of any such alterations. The Club will use reasonable endeavours to publicise, including via the Club website, any fixture changes as far in advance as possible and the Club recommends that Season Ticket Holders visit the Club website on a regular basis to check Match dates and times;
- 10.2.2 Match(es) can be abandoned, played with Ground attendance restrictions in place (for the avoidance of doubt, this includes situations where no Season Ticket Holders are allowed in the Ground), or postponed, for example, due to weather conditions, actions taken by governments or other authorities, or unforeseen events. The Club shall have no liability whatsoever to a Season Ticket Holder if any Match or Match(es) are abandoned, played with Ground attendance restrictions in place, or postponed. Season Ticket Holders shall however be entitled to attend any rearranged version of such Match or Match(es).
- 10.2.3 In the extremely unlikely event that a Match is cancelled and not subsequently re-arranged, the Season Ticket Holder will be entitled to a Match refund not exceeding the price of the Match Ticket as charged in line with the Season Ticket price (for the avoidance of doubt, this will equal a refund value of 1/19 Match(es)).
- 10.2.4 In the event that a Match is abandoned after spectators have been admitted to the Ground but before kick-off, the Season Ticket Holder will be entitled, upon application in such form as the Club stipulates, to entry free of charge to the rearranged Match.
- 10.2.5 If the Match is abandoned after kick-off the Season Ticket Holder will be entitled, upon application in such form as the Club stipulates, to entry free of charge to the rearranged Match.
- 10.2.6 Where a Match is postponed or abandoned after kick-off, a Season Ticket Holder unable to attend the rearranged playing of the Match shall be entitled to a refund of:
- I) sixty percent (60%) of the proportion of the Season Ticket fee and booking fee (if any) that corresponds to that Match if the Match is postponed or abandoned before the commencement of the second half; or
 - II) forty percent (40%) of the of the proportion of the Season Ticket fee and booking fee (if any) that corresponds to that Match if the Match is postponed or abandoned between the commencement of the second half and the completion of the Match.

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

- 10.3 All Season Ticket refund requests are required to be provided in writing with a full explanation as to the reason for the refund request via email to tickets@saintsfc.co.uk or via post to Ticket Office, St Mary's Stadium, Britannia Road, Southampton, SO14 5FP. Should a refund be provided, it will only be issued on production of identification that the individual requesting the refund is the person to whom the Season Ticket was originally sold. For the avoidance of doubt, the final decision on refund requests belongs to the Club's ticket office management team in its sole and absolute discretion.

11. Lost or Stolen Season Tickets

- 11.1 In order to gain admission to the Ground, the Season Ticket must be presented in its entirety at every Match.
- 11.2 In the event that a Season Ticket Holder forgets their Season Ticket in respect of any individual Match, the Club shall not be obliged to admit that Season Ticket Holder or issue any other form of ticket for that Match. If, at the Club's discretion, a duplicate ticket is issued for any individual Match to the Season Ticket Holder, a non-refundable administration charge of £5.00 will be payable by the Season Ticket Holder. The Club is under no obligation to issue a replacement for a Season Ticket that has been lost, stolen, or destroyed,
- 11.3 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 £25.00 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 Ticket, for example but not limited to a police crime reference number in the event that a Season Ticket is stolen, or a copy of the damaged Season Ticket. The Club will cancel the original Season Ticket and will not permit access to the Ground from the date of cancellation through use of that Season Ticket.
- 11.4 Should any Season Ticket when applied for not arrive in the post after purchase, the Season Ticket Holder will be required to sign a document confirming this and undertaking to immediately return the original Season Ticket to the Club should it come into their possession at any time. There will be no charge for the issue of a duplicate Season Ticket in this instance. The original Season Ticket will become null and void.

12. Change of Address

- 12.1 If you change your address during the season You must notify the Club as soon as reasonably practicable by logging into Your online account located at www.southamptonfc.com.

13. Cancellation & Withdrawal of Season Ticket

- 13.1 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 these Season Ticket Terms & Conditions, or any other applicable terms and conditions, to cancel and withdraw your Season Ticket and to eject you from the Ground. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Season Ticket.
- 13.2 Without prejudice to the general nature of the above the following actions shall constitute serious breach of these Season Ticket Terms & Conditions and any other applicable terms and conditions:
- 13.2.1 Smoking or use of e-cigarettes within the Ground;
- 13.2.2 being (or appearing to be) intoxicated by alcohol or drugs;
- 13.2.3 persistent standing in seated areas whilst the Match is in progress;
- 13.2.4 the sale or transfer (save as permitted) of a Season Ticket to any person;

- 13.2.5 the possession of a banner or flag that bears material, slogans or any other details that at any time may reasonably be considered to be offensive, obscene, immoral, foul, indecent, abusive or racist;
 - 13.2.6 the deliberate misuse of a Season Ticket;
 - 13.2.7 the supply of any misleading or incorrect information in any application;
 - 13.2.8 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;
 - 13.2.9 whether at the Ground, or, travelling to or from a Match:
 - 13.2.9.1 the use of foul, obscene, abusive, offensive, immoral and/or racist language and/or gestures;
 - 13.2.9.2 the chanting of anything of an indecent or racist nature;
 - 13.2.9.3 fighting or engaging in and/or inciting violence;
 - 13.2.10 the use of foul, obscene, abusive, offensive, immoral and/or racist language and/or gestures on the internet;
 - 13.2.11 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;
 - 13.2.12 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;
 - 13.2.13 entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
 - 13.2.14 Committing any of the acts or acts similar to those detailed in clauses 13.2.1 to 13.2.12 at any football match that the Club participates in that does not take place at the Ground.
 - 13.2.15 any misrepresentation in relation to clause 2.2 above;
 - 13.2.16 breach of the terms of any Membership;
 - 13.2.17 any breach of clauses 6.4, 6.5 or 6.6 above;
 - 13.2.18 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;
 - 13.2.19 any breach of the Supporter Code of Conduct;
 - 13.2.20 any breach of the Ground Regulations; and
- 13.3 The Club may conduct security searches where it has reason to believe that any of the breaches set down in 13.2 has either occurred or may occur.
- 13.4 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 Season Ticket Terms and Conditions and any other applicable terms and conditions.
- 13.5 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 for a duration of time as decided by the Club in its sole and absolute discretion, and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification). The names and identifying details and/or photographs of any such Holder (including but not limited to any material being personal data as defined

under the relevant data protection legislation) may be passed to the police and/or such other appropriate authority as the Club sees fit.

- 13.6 Any deliberate misuse of a Season Ticket, including any attempt of any nature which, in the Club's reasonable opinion, constitutes an attempt to defraud the Club, will result in the Season Ticket Holder being ejected from the Ground in respect of the Match at which the same occurs, and the entire cancellation and withdrawal of the Season Ticket. No refund will be payable to the Season Ticket Holder in respect of any unexpired portion of the same. The Club further reserves its right to take legal action against any appropriate persons as it sees fit in connection with such matters.

14. Filming, photography and taping

- 14.1 All Season Ticket 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 Premier League, or others (including commercial partners and accredited media organisations), and use of a Season Ticket to enter the Ground constitutes consent to 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 these Season Ticket Terms and Conditions or any other applicable terms and conditions.
- 14.2 If any person is under 18 years of age, the parent, guardian, or responsible adult who is accompanying them into the Ground shall be deemed to have provided consent on their behalf.
- 14.3 All Season Ticket Holders agree that the Matches for which Season Tickets 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.

15. Premier League Away Games

- 15.1 While the Club aims to give Season Ticket Holders priority access to purchase tickets to football matches played at other club grounds, no guarantee of priority purchase can be given to Season Ticket Holders in respect of football matches played at other club grounds.
- 15.2 The Club provides no guarantee that an allocation will be given to Season Ticket Holders in respect of football matches played at other club grounds.
- 15.3 the Club reserves the right to not offer refunds on Away Match Tickets.
- 15.4 If a Match is rescheduled, refunds can only be processed if written notice of the cancellation is received within 5 days of the rescheduled fixture date being published. In the event that Tickets have already been issued, they must also be returned within 5 days of the rescheduled date being published. Details of rescheduled matches will be published on the Club website at www.southamptonfc.com and on the matchday broadcasts.
- 15.5 The Club will not be responsible for Tickets lost in the post and under NO circumstances will replacement Tickets be issued or refunds given.
- 15.6 Fixture dates are subject to change and not in the control of the Club. The Club will accept no responsibility for additional charges incurred, e.g. travel costs.

16. Cup Semi Finals, Final and Matches Played at Other Stadiums

- 16.1 If progression is made to a Semi Final or Final round of a competition, priority may be given in the first instance based on attendance of Season Ticket Holders at previous games in that season.
- 16.2 Please note that the Club will not be responsible for Tickets lost in the post and under NO circumstances will replacement Tickets be issued. Arrangements may be made so that you can elect to have your tickets for these Matches delivered by registered post. A £5 charge will be added for such requests. Specific details will be announced once Ticket sale arrangements have been determined.
- 16.3 Fixture dates are subject to change and not in the control of the Club. The Club will accept no responsibility for additional charges incurred costs such as (without limitation) travel costs and accommodation costs.

17. Exclusion of Liability

- 17.1 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.
- 17.2 Neither the Premier League 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.
- 17.3 The Club hereby excludes any liability for any loss, injury, costs, expenses or damage of any kind connected to your use of the Official Ticket Exchange, including, without limitation, any liability relating to any problem with, suspension of or termination of the 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.

18. General

- 18.1 The Club reserves the right, in its absolute discretion, to change these Season Ticket Terms and Conditions from time to time, and shall notify you of such changes, via email or the Club's website, if they materially affect your rights as a consumer.
- 18.2 You acknowledge that the Club will hold and process data relating to you, which may include personal data, for administrative, security and legal purposes. The personal data that you provide to the Club shall be processed, stored and transferred in accordance with the terms of the Club's then current privacy policy available <https://www.southamptonfc.com/club/privacy-policy>. In particular, we may share your personal data, including your name, date of birth, contact details and information about ticket purchases (including payment details and the names of ticket holders) with other football clubs. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment. We may also share your data in order to support with the handling of fan enquiries and to allow for rapid identification of fans in the event of incidents including health emergencies and general crowd control emergencies. For more information on how we process your data and who we share it with, please consult our privacy policy at the above link.
- 18.3 The invalidity or partial invalidity of any provision of these Season Ticket Terms and Conditions shall not prejudice or affect the remainder of these Season Ticket 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.
- 18.4 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.

- 18.5 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.
- 18.6 Notwithstanding any other provision in these Season Ticket 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 Season Ticket Terms and Conditions. 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.
- 18.7 These Season Ticket Terms and Conditions 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 non-contractual disputes or claims).