

## **TERMS & CONDITIONS;**

### **MATCH TICKETS & MEMBERSHIPS**

**See section 11 for definitions and terminology**

#### **MATCH TICKETS CONDITIONS OF ISSUE:**

1. All Match Tickets are sold subject to the Ground Regulations of the Totally Wicked Stadium.
2. Match Tickets are only deemed to be valid only if presented complete and not defaced or modified in any way.
3. All ticket prices include VAT at the current, applicable rate.

#### **MEMBERSHIPS CONDITIONS OF ISSUE:**

The issue of all Memberships including those purchased on a direct debit scheme via a Third Party Finance Provider, those for use in hospitality or corporate/sponsorship lounges are sold subject to the Ground Regulations of the Totally Wicked Stadium; these are listed below;

##### **1. Admission to the Ground:**

- 1.1. Use of a Membership constitutes acceptance of the Ground Regulations of the Totally Wicked Stadium.
- 1.2. A Membership only permits you to occupy, at the applicable Match, the seat or access to a standing area as designated by the Club.

The purchase of your Membership (seat or access to a standing area) does not guarantee you access to the exact specific location associated to your Membership for applicable Matches in the 2021 season. In response to Government mandated social distancing measures and to ensure compliance with safety and legal guidelines, the Club reserves the right and will highly likely be required to re-allocate seats or positions to each 2021 Member.

We will endeavour to designate locations as close as possible to your chosen position, whilst best endeavouring to allow 'bubbles' of fans who purchase their tickets together on one booking, to be located with each other. This may however mean that fans can only purchase tickets together from within their own bubble in which they have to provide evidence of to secure their Membership.

The Club reserves the right to re-locate or re-designate the position of any Membership for any applicable Match.

We will also best endeavour to reserve your 2020 seat or place at the stadium for the 2022 season, at the Renewal rate for those fans who feel they are unable to attend in 2021.

In the event that any Match during the 2021 season is mandated to have a reduced capacity in either the stadium as a whole or specific stands and blocks. 2021 Members will be given priority in the allocation of seats and positions in line with restrictions at each applicable Match.

In the instance that a reduced capacity falls below the total number of Members, a fair ballot system will be employed to ensure all Members have a fair chance to attend.

1.3. Nothing in these conditions of issue shall constitute or imply any entitlement to occupy the seat or area indicated on the Membership in any subsequent season or non-applicable Match. However, we will best endeavour to reserve your position in your chosen seat for the 2022 season, pending restrictions detailed in 1.2.

1.4 Memberships permit access to all regular Super League home Matches during the relevant season and associated to the Membership. This equates to 13 fixtures, one fixture against each of the 11 other teams in the Super League and two 'looped' fixtures.

This does not include access to friendlies, other designations of Match or Play-off Matches and or other centrally controlled RFL fixtures including but not limited to Challenge Cup, World Club Challenge, Super league Semi-Final and Grand Final.

## **2. Games played behind closed doors**

2.1. Any applicable Match that is played behind closed doors for any reason, will result in that fixture being streamed online via a third-party service provider and the Member will be eligible for a refund of this value.

Refunds will be processed after each group of up to three behind closed door games. Refunds will be processed up to 28 days after the final behind closed door game of each segment of three is played.

The Club will endeavour to provide streaming access for the applicable Match for no additional charge, to each 2021 Member.

Members must supply up to date and accurate contact information – specifically email address, to ensure that the Club can endeavour to provide this access to them via email in a timely fashion.

2.2. The Club cannot guarantee that streaming services will be available to each Membership holder due to technical restrictions that may be out of the Club's control. This includes but is not limited to – the streaming service provider and any issues that may occur in their service provision, Member's hardware/software limitations, firewalls or security restrictions, network or internet connectivity problems or anything that is out of the Club's direct control.

## **3. Use of Membership:**

3.1. Memberships are issued for your sole use and you shall not resell, assign, transfer or lend the Membership or the benefit of it to any other person without prior written consent of the Club. A Membership may not be offered as a prize in any promotion or competition nor transferred, lent or used for any other commercial purpose, save as expressly authorised by the Club.

3.2. The Membership 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 an official, steward or employee

of the Club or any police officer. The Club reserves the right to request the immediate return of the Membership at any time.

3.3. Any Membership obtained or used in breach of the Conditions of Issue or the Ground Regulations of the Totally Wicked Stadium shall be automatically void and all the rights conferred by such Membership also voided. This may result in the holder being refused entry to, or ejected from, the Ground in respect of a particular Match and/or the cancellation and withdrawal in accordance with this clause.

3.4. No refund shall be payable to the holder in respect of any unexpired portion of the Membership. The Club further reserves its right to take any legal action against any person(s) as it sees fit in connection with breaching the Conditions of Issue or Ground Regulations of the Totally Wicked Stadium.

#### **4. Age Qualifications:**

To qualify for a concession price you must be at least 65 years of age on 1st February of the relevant Membership season, unless you held a concession membership during the 2017 season in which case you will be entitled to the concession prices for future seasons.

To qualify for a Young Adult ticket, you must be aged 19, 20 or 21 on the 1<sup>st</sup> February of the relevant Membership season.

To qualify for a Youth ticket, you must be aged 17 or 18 on the 1<sup>st</sup> February of the relevant Membership season.

To qualify for a Junior ticket, you must be aged 5 or 16 on the 1<sup>st</sup> February of the relevant Membership season.

For the safeguarding of younger fans, any person(s) under the age of 12 on the 1<sup>st</sup> February of the relevant Membership year must be supervised by an Adult or Concession at each Match. No single Junior Memberships will be sold to any person(s) under the age of 12 on the 1<sup>st</sup> February of the relevant Membership year, they must be sold in association with an Adult or Concession Membership.

No discounts are given for student status irrespective of age or under any circumstances

Memberships can be reserved free of charge for any person less than 5 years of age on 1<sup>st</sup> February of the relevant year; however a paying adult or concession Membership is required to do this. For under 5s a seat must be allocated to the child regardless of whether they use it or sit directly on or with a parent.

#### **5. Discounts & Benefits**

##### **5.1. Merchandise Discount:**

Membership Holders can take advantage of a number of exclusive discounts that apply to both official Club merchandise and in-stadium matchday offers. Each offer is subject to its own individual terms and conditions. These offers cannot be used in conjunction with any other offer or promotion in place at the time.

If the Matches are again forced to be played behind closed doors no portion or element of any benefit will be refundable or creditable if unable to be redeemed as a result.

The Membership Holder must be present for the redemption of any benefit, no other persons are authorised to use any Membership card that is not registered to them in relation to any

benefit or special offer. No cash alternative is available on any benefit listed in relation to a Membership.

#### **5.2. Discount on Magic Tickets:**

Membership holders are entitled to 50% off a daily or weekend ticket at the Magic Weekend. One discounted ticket per Membership purchased. A valid Membership card must be produced at the Club ticket office before the specified deadline unless stated otherwise in order to take advantage of the offer. The offer is subject to availability and to RFL guidelines and is not currently available to redeem online.

#### **5.3. Priority Tickets:**

For all RFL finals in which the Club features in during the related Membership year, which includes the Super League Grand Final and Challenge Cup Final, Membership holders will be given a priority period in which to purchase tickets for the Match. The club reserves the right to determine the timings and length of this period and the availability of tickets to be purchased, including via online, it will be subject to circumstances such as the total selling time for tickets before the event and the numbers of available tickets the Club has at its disposal to sell. This benefit is also subject to restrictions that may be in place for individual matches including a limit to the number that can be purchased by each Membership holder.

**5.4. Exclusive News:** Members must supply up to date and accurate contact information to ensure that the Club can endeavour to deliver news to them via email or other method. The Club cannot guarantee that emails or other communications will be delivered due to technical restrictions that may be out of the Club's control including spam filters/email suppressions or network problems.

**5.5. 10% discount on event bookings at the Totally Wicked Stadium:** This benefit applies to room hire for event bookings made by and for an individual Member or Member(s) at the Totally Wicked Stadium only. It cannot be used to make a booking on behalf of a company, charity or other body. It is limited between the dates of 1 Jan 2020 and 30 Nov 2020. It does not apply to events booked or hosted by third parties or non-Members. It does not apply to Christmas Party or Wedding Bookings.

The discount is applicable to the total final pre-VAT room hire cost of the event minus any third-party additional upgrades or additions booked prior to the event taking place and does not apply to any subsidiary purchases at, before or after the event including bar spend or additional extras such as equipment or liquor.

The Club reserves the right cancel, amend or refuse the benefit at its discretion at any time. Any bookings made are made under the terms and conditions of sale of the Stadium Conference and Events department. It cannot be used in conjunction with any other offer or promotion.

**5.6. Expanded matchday Kiosk offers including *Member Hour* on home matchdays.** *Member hour* is a designated period of time before kick-off of a home Super League Match at which a variable discount or promotional offer will be live. Each offer or promotion will each have its own specific terms and conditions and cannot be used in conjunction with another.

**6. Direct Debit Schemes:** Any Membership purchased using a Third Party Finance Provider constitutes an agreement between the purchaser and the Third Party Finance Provider. The Club reserves the right to cancel or temporarily suspend a Membership at any time if agreed payments or terms with this third party are not maintained. No refund will be given for any portion of a Membership not used on cancellation or suspension of a Membership due to

non-payment or other cancellation related to breaking of any terms or regulations associated to the Membership.

### **7. Changes to Dates, Refunds and Exchanges:**

7.1. No guarantees can be given by the Club that a Match will take place at a particular time or a particular date or at a particular venue. The Club reserves the right to reschedule any Match without notice and without any liability whatsoever.

7.2. No refunds for a whole or portion of a Membership will be made; this includes those purchased under any direct debit scheme via a Third Party finance provider.

7.3. The Club will have no further liability whatsoever, including (but not limited to) any direct or consequential loss or damage, loss of enjoyment or travel cost.

### **8. Lost or Stolen Memberships:**

8.1. In order to gain admission to the Ground the Membership card must be presented in its entirety at every Match and only deemed to be valid if presented complete and not defaced or modified in any way.

8.2. In the event that you forget your Membership card in respect of any individual Match, the Club shall not be obligated 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 of £10 per Membership card.

8.3. If a Membership is lost, stolen or destroyed, a duplicate Membership shall be issued by the Club as soon as reasonably practical after the payment of a non-refundable administration charge of £10 per Membership card. Only one duplicate Membership will be issued to you per season and you will be required to sign a document confirming that the original Membership is lost, stolen or destroyed and indemnifying the Club against any direct or indirect consequences of such matter having being falsely represented or stated to the Club.

### **9. Change of Address:**

8.1. If you change your address or contact details at any time during the season it is your responsibility to notify the Club as soon as reasonably practical. Failure to do so could result in difficulties in the Club communicating with you and the redemption of some Membership benefits.

### **10. Cancellation and Withdrawal of Membership:**

10.1. The Club reserves the right in the case of any breach of the Conditions of Issue or Ground Regulations to cancel any Membership in its entirety or for a specific applicable Matches. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Membership.

10.2. In the event that your Membership 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 future Match ticket or Membership at its discretion.

11. All ticket prices include VAT at the current, applicable rate.

### **12. Definitions:**

The following words and phrases shall have the following meanings:

*"Club"* means St.Helens R.F.C. Ltd.

*"Conditions of Issue"* means these terms and conditions governing the issue and use of a match ticket or Membership.

*"Ground"* means the Totally Wicked Stadium, or any other subsequent name which the stadium is denoted.

*"Ground Regulations"* means those Ground regulations issued by the Club that set out terms and conditions are granting entry to the Ground.

*"Match"* means any RFL Rugby League Match in which the Club participates and that takes place at the Ground during the season.

*"Membership"* means any seasonal membership packages purchased for the given season and its associated Membership card (and/or any rights arising out of in or connection with any of the for-going) for admission to Matches.

*"Third Party Finance Provider"* Any organisation that offer a finance payment scheme in order to purchase a Membership for a given season.

## **TOTALLY WICKED STADIUM GROUND REGULATIONS:**

1. All matches are played in accordance with the rules and regulations of the Rugby Football League and the Laws of the game.
2. No refunds will be given under any circumstances for Match or Memberships purchased unless they fall into the circumstances of points 5 or 6.
3. Play cannot be guaranteed to take place on any particular day or at any particular time and the club reserves the right to change its advertised fixtures without notice and without liability. No refunds for Match Tickets or any portion of a Membership will be given in the event of the above. Tickets purchased for the original date and time will still be valid for rearranged date and time.
4. Memberships and Match Tickets are non-transferable and are issued for your sole use and you shall not resell, assign, transfer or lend the Membership or the benefit of it to any other person without prior written consent of the Club. A Membership may not be offered as a prize in any promotion or competition nor transferred, lent or used for any other commercial purpose, save as expressly authorised by the Club.
5. In the event of an abandonment of a Match for any reason before or during the half-time interval. Spectators who have purchased a Match Ticket for the abandoned Match are entitled to admission to the subsequent next playing of the Match for half price; this is only

valid on presentation of a valid Match ticket at the Ticket Office. Membership holders will be granted access to the rearranged fixture for no extra charge.

6. In the event of an abandonment of a Match for any reason in the second-half no refunds or concessions for the subsequent next playing of the Match are applicable.

7. Unauthorised persons are not permitted to enter on the field of play.

8. With the exception of authorised press representatives holding RFL passes, the taking of photographs or filming by any means inside the ground is prohibited. In addition, no transmission or recording whether for radio, television or private purposes is permitted save with the special authorisation of the Club and where appropriate with the prior consent of the Rugby Football League.

9. Only persons specifically authorised in writing by the Club are permitted to distribute or offer for sale within the ground and all land appertaining to (curtilage of) the Club, newspapers, periodicals or other merchandise or goods of any description.

10. Unnecessary noise such as that from the use of radio sets, and air horns and behaviour likely to cause confusion, annoyance or nuisance of any kind, including obscene, racist, homophobic or abusive language, is not permitted in any part of the ground.

11. The climbing of any structures, stands or other buildings in the ground is forbidden.

12. The consumption of intoxicating liquors is permitted only in authorised places and in accordance with the Sporting Events (Control of Alcohol etc) Act 1985. It is an offence, punishable by Law, for any person to enter or attempt to enter the ground:-

(a) Whilst in possession of a controlled container which is or was capable of holding liquid and which if thrown will be capable of causing injury to another person.

(b) Whilst in possession of alcohol.

(c) Whilst Drunk.

13. Fireworks, smoke canisters, flares, bottles, glasses, cans, banners, poles, prams, golfing umbrellas or other similar articles or containers, including anything which could or might be used as a weapon, are not permitted within the ground and any person in possession of such an article or container may be refused entry or ejected from the ground.

14. Under no circumstances is it permitted to throw any article onto the pitch.

15. All persons entering the ground are admitted subject to the condition that they may be required to submit to search to prevent dangerous articles being brought into the ground which might be used to cause injury or damage to other persons or property. The Club reserves the right to refuse admission or to eject any person who refuses to be searched by a Steward or Police Officer.

16. Any person attempting to gain admission to or being found within a section of the ground designated for ticket holders or members only, without an appropriate ticket or membership admission card, may be ejected from the ground.

17. The obstruction of gangways, access ways, exits, and entrances, stairways and like places and standing in the seating areas whilst play is in progress, is prohibited. Any person persistently contravening this regulation may be ejected from the ground.

18. Any person who fails to comply with instruction from a steward or Police Officer may be ejected from the ground.

19. No person or organisation shall take a collection within the ground or curtilage of the Club without the written authority of the Club.

20. No person or group of persons shall hold or attempt to hold any meeting within the ground or curtilage of the Club on match days nor exhibit or attempt to exhibit any banners or placards.

21. No Smoking is permitted within any areas of the ground within the perimeter walls of the Stadium. E-cigarettes are permitted within the stadium, both inside and outside, however their use is not permitted during food service in any lounge.

22. In general the right of admission is reserved to the Club Management.

23. No Drums or other musical instruments which could be construed as dangerous or as a nuisance to other spectators are allowed within the ground.

24. All persons entering the ground are admitted subject to the above ground regulations and to the rules and regulations of the Rugby Football League and entry to the ground shall be deemed to constitute unqualified acceptance of all these rules and regulations.

25. The Club reserves the right for its servants and agents and for members of the Police to remove from the ground any person who does not comply with the ground regulations and with the rules and regulations of the Rugby Football League or whose presence on the ground is or could reasonably be construed as constituting a source of danger, nuisance or annoyance to other spectators.

26. Flags are generally welcome at the Club however, there are rules and regulations that govern most matters:-

(A) Flag poles should not exceed 1m in length.

(B) The Club reserves the right to confiscate any flags that do not comply with the ground regulations and in particular any flags the content of which is offensive, inflammatory, defamatory or discriminatory.

(C) The obstruction of gangways, access routes, exits, entrances Health and Safety Signage is strictly prohibited.

(D) Any use of overhead flags must have the permission of the Ground Safety Officer prior to use. These flags must be fireproofed (fire retardant) and the fire safety certificate must be produced to the Ground Safety Officer prior to use.

(E) Flags must not be used in such a way as to restrict the views of other spectators.

(F) Spectators wishing to use new Flags, surfers or banners must contact the Ground Safety Officer at the Club – in writing to [john.murphy@saintsrlfc.com](mailto:john.murphy@saintsrlfc.com). Any queries regarding the use of flags should also be directed to the above contact.

27. The throwing of any item including beer or any other liquid will not be tolerated anywhere in the stadium, any persons identified will be ejected and banned from the stadium.

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

29. You shall not offer or distribute (either free or for sale by any person) within the Ground or curtilage thereof any consumer article or commercial product of any nature.

30. To the maximum extent permitted by law, the Club hereby excludes any liability for the loss, injury or damage to persons/property in or around the Ground.

31. Attempting to or gaining access to the Stadium using any other ticket class than that specified for your age category will result in the ticket being confiscated and you refused entry or ejected from the Stadium.

32. No food or drink is permitted to be brought into the Ground and no food or drink, other than products purchased from a Ground kiosk is permitted to be consumed within the Ground.