

TERMS AND CONDITIONS

Cardiff Rugby Club Limited Season Membership Terms and Conditions comprise:

CARDIFF RUGBY LIMITED

- (1) The COVID-19 Terms and Conditions (see Part 1 of these Season Membership Terms and Conditions);
- (2) The Standard Terms and Conditions (see Part 2 of these Season Membership Terms and Conditions);
- (3) The Ground Regulations (as defined below);
- (4) The Cardiff Rugby COVID-19 Rules (as defined below)

PLEASE NOTE THAT:

By purchasing, applying for, or being allocated a Season Membership, you are accepting and agreeing that you have read and understood each component part of the Season Membership Terms and Condition and agree to be bound by, and to comply with, the Season Membership Terms and Conditions (as applicable to you). You also confirm that anyone else that you apply, purchase, transfer or allocate Season Membership(s) for or to, has also read and agreed to comply with, each component part of the Season Membership Terms and Conditions

The Season Membership Terms and Conditions are subject to change or amendment by Cardiff Rugby, including due to the impact of COVID-19 as set out in the COVID-19 Terms and Conditions below. Safety is our highest priority, and Cardiff Rugby will continue to follow all Government Guidelines to ensure the safe return to Sports Ground and Stadia.

COVID-19 TERMS AND CONDITIONS

Defined Terms

The following terms in this Membership Terms and Conditions have the following meanings:

COVID-19 means Coronavirus (COVID-19) and any variant of it.

EVENT relates to any Domestic League, European, Celtic Cup, Cardiff RFC and or other event held at Cardiff Arms Park and all activity in around the ground associated with the relevant event.

GOVERNMENT GUIDLINES means legislation enacted, and/or rules and guidance issued, by the UK Government and/or the Welsh Government (as applicable) regarding the COVID-19 pandemic from time to time.

GROUND REGULATIONS means the ground rules and regulations governing attendance at Cardiff Arms Park as amended by Cardiff Rugby from time to time and which are accessible via <https://cardiffblues.com/documents/rules-regs-1349.pdf>

GROUND means Cardiff Arms Park, Westgate Street, Cardiff, Wales including any outer concourse and all land surrounding Cardiff Arms Park that is owned by us and/or otherwise occupied by us on the day of an Event.

SEASON MEMBERSHIP means a printed or electronic or mobile pass that grants the holder access to all regular season Event.

PART 1: COVID-19 Terms and Conditions

About

1. These COVID-19 Terms and Conditions are in addition to our Season Memberships Terms and Conditions (set out in Part 2 below) and apply to all Memberships applied for, purchased and/or allocated or transferred to, any Event at the Ground during the period when the Government Guidelines and/or the Cardiff Rugby COVID-19 Rules are in force.
2. These COVID-19 Terms and Conditions should be read in conjunction with, and are incorporated into, our Standard Season Membership Terms and Conditions.
3. Where there are any differences or inconsistencies between these COVID-19 Season Membership Terms and Conditions and our Standard Season Membership Terms and Conditions then these COVID-19 Season Membership Terms and Conditions take precedence. They should be followed over the provisions in our Standard Season Membership Terms and Conditions to the extent that they are different or conflict.

COVID-19 Acknowledgment

4. Whilst we are committed to ensuring the health and safety of spectators at each Event, it is not possible for us to completely eliminate the risk of COVID-19 at the Ground. If you feel uncomfortable in attending the Event given the ongoing threat of COVID-19, including to your health and safety, you should not apply for, purchase, nor accept the allocation or transfer of, a Season Membership.
5. If you are not prepared to comply with the Season Membership Terms and Conditions, including these COVID-19 Terms and Conditions as may be varied by Cardiff Rugby in accordance with clause 16 of these COVID-19 Terms and Conditions below, you should not apply for, purchase, nor accept the allocation or transfer of, a Season Membership.
6. Before purchasing, applying for and/or being allocated or transferred a Season Membership and before attending the Event, you must familiarise yourself with and comply with the latest Government Guidelines, the Cardiff Rugby COVID-19 Rules and the then applicable COVID-19 Terms and Conditions and Ground Regulations (regardless as to when you purchased, applied for and/or were allocated or transferred your Season Membership).
7. By purchasing, applying for and/or being allocated or transferred a Season Membership, you are acknowledging your consent to, and agree to abide by, the safety precautions and health and safety protocols that we adopt at the Ground for a particular Event, which may include, but is not limited to, entry at a specific time, wearing of face coverings, lateral flow testing and non-invasive temperature checks, subject to any applicable exemption you have under the Government Guidelines, or as otherwise determined by Cardiff Rugby. Wherever possible, we shall provide you with advance notice of the safety precautions and health and safety protocols at a particular Event on our website at www.cardiffrugby.wales
8. Subject to any applicable exemption under the Government Guidelines, or as otherwise determined by Cardiff Rugby, failure to comply with any safety precautions and/or health and safety protocols referred to in clause 7 of these COVID-19 Terms and Conditions may result in you being denied entry to the Ground or being required to leave the Ground. We retain the right to refuse entry to the Ground to any person that refuses to comply with such safety precautions and/or our health and safety protocols. If you are denied entry or required to leave the Ground pursuant to this clause 8 of these COVID-19 Terms and Conditions you shall not be entitled to a refund and/or any other compensation.

9. If you are exempt from complying with the safety precautions and/or health and safety protocols referred to in clause 7 of these COVID-19 Terms and Conditions under the Government Guidelines, or as otherwise determined by Cardiff Rugby, a steward or representative of Cardiff Rugby may ask you to provide supporting information to validate such exemption (for example, an exemption card in respect of wearing of face coverings). It will be for the steward or representative of Cardiff Rugby to determine whether the supporting information provided is sufficient to validate the exemption relied on.

10. You should not attend any Event if: (i) you are displaying any COVID-19 symptoms; (ii) you are required to self-isolate or quarantine in accordance with Government Guidelines; and/or (iii) there are other Government Guidelines and/or Cardiff Rugby COVID-19 Rules that apply resulting in you not being able or permitted to travel to and/or attend the Event. In such circumstances, you may apply for credit as set out at clause 12(c) of these COVID-19 Terms and Conditions.

11. You accept that personal arrangements including travel, accommodation or hospitality relating to the Event is entirely at your own risk and you shall not be entitled to any form of compensation from us in relation to such personal arrangements (for example, should you need to cancel them for any reason).

COVID-19 Potential Eventualities

12. By purchasing, applying for and/or being allocated or transferred a Season Membership, you accept that the Event and/or your attendance at the Event may be subject to disruption (including at short notice) due to the impact of COVID-19, including, but not limited to, in the following circumstances, when the following terms shall apply:

(a) if an Event is cancelled or played behind closed doors without spectators present, we will apply a credit to your account which Season Members can utilise on future Memberships or request to withdraw their funds at the end of the season. We will credit on a month-to-month basis on which announcement will be made by Cardiff Rugby that the Event is cancelled or will be played behind closed doors without spectators present (as the case may be). You are not required to contact us to receive your credit;

(b) if requirements under Government Guidelines and/or Cardiff Rugby COVID-19 Rules (for example, regarding social distancing) mean that we are unable to honour all of the Season Memberships purchased for that Event (for example, if we are required to increase the distance between different households or if additional restrictions are introduced which mean we are unable to have as many spectators at the Event as originally anticipated when the Season Memberships were sold), then we reserve the right to ballot tickets. All seats will be allocated by the club in accordance with social distancing and Government Guidelines. As such it will not be possible to reserve your regular seats. Season Members who are unsuccessful in a ticket ballot will receive credit to their account. Season Members who are successful via a ticket ballot and decide not to attend shall not be entitled to any form of compensation/or refund.

(c) if an Event is played with spectators present but you are unable to attend the Event due to your adherence to and compliance with the then applicable COVID-19 Terms and Conditions, the Ground Regulations, the Government Guidelines and/or the Cardiff Rugby COVID-19 Rules (for example, due to the restrictions that apply in the location where you live or the fact that you are self-isolating or quarantining) (in each case a "Spectator Event"), you should contact us by sending an email to ticketoffice@cardiffrugby.wales as soon as possible before the Event is scheduled to take place and by no later than 72 hours from any Spectator Event occurring in order to request a credit. You must provide satisfactory supporting information and evidence as reasonably requested by Cardiff Rugby to validate the occurrence of your Spectator Event. If we are satisfied (in our sole and

absolute discretion) of the occurrence of your Spectator Event and providing that your request for a credit is received by Cardiff Rugby within the timescales set out in this clause 12(c), we will cancel your Season Membership(s) and credit the amount you are owed.

(d) if an Event is postponed and rescheduled for another date - we shall provide you with as much advance notice of any changes to an Event as possible on our website at www.cardiffrugby.wales and via our social media channels. Your Season Membership(s) will be valid for the rescheduled date of the same Event. If you are unable to attend the rescheduled date of the Event you shall not be entitled to any form of compensation/or refund unless satisfactory supporting information and evidence is giving as set out in clause 12 (c).

13. Cardiff Rugby liability for changing, postponing, cancelling, or amending the Event and/or participation at the Event, or for material changes to an Event due to COVID-19, will be limited to the right to a credit as set out in these COVID-19 Terms and Conditions.

14. If you are entitled to a credit under these COVID-19 Terms and Conditions, you will be entitled to receive the pro-rotta amount on your Season Membership(s). Cardiff Rugby shall not be responsible for, nor liable to pro-rotta refund, reimburse or otherwise compensate you for any administration, bookings, or other fees that you paid in respect of the respective Season Membership.

Variation

15. Given the evolving and unpredictable nature of the COVID-19 pandemic, it may be necessary for us (in our sole and absolute discretion) to vary these COVID-19 Terms and Conditions due to the impact of COVID-19 on the Event and/or those attending the Event (including, but not limited to, as a result of the application of the Government Guidelines and/or the Cardiff Rugby COVID-19 Rules). Wherever possible we will provide you with as much advance notice of any changes as possible on our website at www.cardiffrugby.wales.

16. If we vary these COVID-19 Terms and Conditions in accordance with clause 15 of these COVID-19 Terms and Conditions and you cannot adhere or comply with the updated terms and conditions you should not purchase a Season Membership. If you have already purchased a Season Membership and you can no longer adhere or comply with the COVID-19 Terms and Conditions, you shall not be entitled to any form of compensation/or refund.

NHS Test and Trace

17. We must have the contact details of each person with a Season Membership attending the Event in order to comply with NHS Test and Trace requirements, unless otherwise notified to you in writing by Cardiff Rugby. You shall be responsible for providing the contact details of yourself and each person that you apply, purchase, allocate or transfer a Season Membership(s) for or to. Each person with a Season Membership attending the Event must be able to confirm the contact details provided for such Season Membership with acceptable photo ID on request, otherwise will not be permitted entry into the Stadium.

18. Any of your personal data collected through Season Membership purchasing for an Event, shall be processed by us in a manner that is compliant with relevant data protection legislation.

Digital Ticketing

19. In the event that digital ticketing is utilised for an Event, every person attending the Event will be required to have their own digital ticket on their own device. The only exceptions to this are for accompanied minors (those under the age of 18 where proof of age may be required) and/or for those people with accessibility requirements attending the Event with a companion. You will not be permitted to enter the Ground using multiple Tickets on a single mobile device.

The Standard Season Membership Terms and Conditions

PLEASE NOTE THAT:

By purchasing, applying for and/or being allocated or transferred a Season Membership 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, these Season Membership Terms and Conditions.

Entry

1. You must enter the Ground via the entrance indicated on your Season Membership Card
2. Should the event be cancelled, postponed, or circumstance dictate the event occurs at an alternate venue, no refunds will apply unless dictated by COVID-19 where COVID-19 Terms and Conditions will apply.
3. The Season Membership Card is issued subject to Ground/Safety Rules and no condition as expressed excluded by Unfair Contract Terms Act 1977.
4. Entry will be denied to persons carrying alcohol or any drink container as expressed in the Safety of Sports Ground Act 1975 and where admission is refused in such circumstances no money will be refunded.
5. Admission cannot be guaranteed if the Season Membership holder arrives more than 30 minutes after advertised time of Kick Off. If entry is refused no money will be refunded.
6. Season Membership Cards are issued for your sole use and you shall not sell, dispose of, assign, transfer, lend or otherwise deal with the Season Membership or the benefit of it to any other person without the prior written consent to Cardiff Rugby. Season Membership(s) sold, dispose of, assigned, transferred, or lend to without written consent to Cardiff Rugby will be grounds for the seizure or cancellation of the Season Membership without refund or any other form of compensation.
7. Season Membership(s) permits you to occupy at the Event the seat indicated on the Season Membership Card or such other alternative seat of equivalent value as Cardiff Rugby may, from time to time, allocate to you at its reasonable discretion. All access to the Ground pursuant to a Season Membership shall be for the purposes of private enjoyment of the Event only.
8. You shall not capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any material in relation to the Event, 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.

9. Cardiff Rugby reserves the right to refuse admission to, or eject from, the Ground any person who fails to comply with the Season Membership Terms & Conditions.

10. The Season Membership Card will always remain the property of Cardiff Rugby and must be produced together with evidence of your identity if required to do so by any official, steward or employee of Cardiff Rugby or any police officer. Cardiff Rugby reserves the right to require the immediate return of the Season Membership at any time.

11. Any Season Membership obtained or used in breach of the Terms & Conditions shall be automatically void and all rights conferred or evidenced by such Season Membership shall be nullified. Any person seeking to use a Season Membership in breach of the Terms and Conditions to gain entry to the Ground or remain at an Event will be considered to be a trespasser and will be refused entry to, or ejected from, the Ground in respect of a particular Event and/or may have his/her Season Membership cancelled or withdrawn. In the event of any cancellation and withdrawal in accordance with this clause 6, no refund or any other form of compensation shall be made. Cardiff Rugby 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 Membership.

Lost or Stolen Season Tickets

12. To gain admission to the Ground, the Season Membership Card must be presented in its entirety at every Event.

13. If you forget your Season Membership card in respect of any individual Event, Cardiff Rugby shall not be obliged to admit you or issue any other form of ticket for that Event. If a match-day duplicate ticket is issued, Cardiff Rugby may require payment of a non-refundable administration charge.

14. If, a Season Membership Card is damaged, lost, stolen or destroyed, a duplicate Season Membership Card shall be issued by Cardiff Rugby as soon as reasonably practicable after the payment of a £10 per card non-refundable administration charge.

Change of Address

15. If you change your address during the season, you must notify Cardiff Rugby as soon as reasonably practicable by emailing the ticket office with a utility bill, driving licence or similar showing the new address.

Cancellation & Withdrawal of Season Ticket

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

- (a) Smoking in designated non-smoking areas.
- (b) Being (or appearing to be) intoxicated.
- (c) The sale or transfer (save as permitted) of a Season Membership to any person.

- (d) The possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist.
- (e) The deliberate misuse of a Season Membership.
- (f) The supply of any misleading or incorrect information in any application.
- (g) 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.
- (h) The use of foul, obscene, abusive and/or racist language and/or gestures.
- (i) The chanting of anything of an indecent or racist nature.
- (j) Fighting or engaging in and/or inciting violence.
- (k) 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.

17. 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 Membership Terms and Conditions.

18. In the event that your Season Membership is withdrawn, or cancelled Cardiff Rugby reserves the right to exclude you from any membership scheme maintained or organised by Cardiff rugby and/or to disqualify you from applying for any Match Ticket or season Membership at its discretion, and to notify any Rugby Authority and/or any other Rugby clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

Exclusion of Liability

19. Cardiff Rugby 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 from Cardiff Rugby or any other liability of Cardiff Rugby which cannot be excluded under applicable law.

General

20. Cardiff Rugby reserves the right to change these Terms and Conditions from time to time and shall notify you of such changes if they materially affect your rights as a consumer.

21. You consent to Cardiff Rugby holding and processing data relating to you for administrative and legal purposes. The personal data that you provide to Cardiff rugby shall be processed, stored, and transferred in accordance with the terms of Cardiff Rugby privacy policy.