

FOOTBALL ASSOCIATION OF IRELAND "AWAY" MATCH TICKET TERMS &

PART A - AWAY MATCH TICKET APPLICATION TERMS AND CONDITIONS

- 1. The FAI shall prescribe the system for the application of Away Match Tickets for all FAI Away Matches. The FAI may make amendments to this process from time to time at their sole discretion. The FAI shall be entitled to limit applications to specified groups of FAI members and FAI customers as it deems appropriate.
- 2. Applicants shall be entitled to apply for a prescribed number of tickets as set out and amended by the FAI from time to time. The FAI cannot guarantee that each applicant will receive the exact number of tickets applied for and will allocate tickets in accordance with its own practice and procedures and based on the number of tickets available. Making an application is not a guarantee that you will receive Away tickets.
- **3.** Applicants should only apply for the number of tickets they require as cancellations or reductions in the number of tickets applied for will not be accepted. A successful applicant will be required to take up the allocation made available to them.
- 4. Applicants who have been successful in a ticket allocation will be advised of the payment requirements by the FAI. The FAI shall be entitled to refuse to allocate tickets if the applicant fails to make their payment as requested. The FAI shall be entitled to re allocate any unpaid tickets to other applicants. The FAI shall also be entitled to refuse to allocate tickets to any applicants who have an outstanding ticket account balance due to the FAI.
- 5. Applicants shall be obliged to provide personal and travel details including passport information for each individuals ticket prior to the allocation of Away Tickets. This information is required from travelling fans for safety and security reasons and shall be kept securely by the FAI and not shared with any third party without the Applicants consent. The FAI shall be entitled to refuse to allocate tickets if the applicant fails to provide this information.
- 6. The FAI shall endeavour to advise fans of the outcome of applications as soon as possible in advance of fixture dates. The FAI takes no responsibility for the non fulfilment of ticket applications or for any loss to fans for travel, accommodation or ancillary costs incurred by them in advance of their ticket application being confirmed by the FAI to them.

- 7. The FAI does not set the price of Away tickets and will advise applicants as soon as possible for the cost of tickets and any administrative charges. The FAI reserve the right to apply an administrative charge for each application and/or for each ticket.
- **8.** The FAI shall endeavour to assist disabled fans where possible and disabled fans should advise the FAI of any requirements they may have.
- **9.** The FAI are not in a position to replace lost, stolen or misplaced Away tickets as these are issued by the Away Association and not the FAI.

PART B - AWAY MATCH TICKET GENERAL TERMS AND CONDITIONS

- **10.** The purchase and presentation of a ticket in order to gain access to an Away Match at an Away Stadium shall constitute unqualified acceptance of the following terms (the "Terms") and any other applicable laws or regulations.
- **11.** A breach of the Terms shall render the ticket void and all rights conferred or evidenced by it shall be nullified. In the event of such a breach, the Football Association of Ireland (the "FAI") and the Away Stadium owner and their agents and servants (the "Management"), may refuse to admit such a ticket holder to the Stadium and may eject such a ticket holder from the Stadium even after admission or may direct a ticket holder to another part of the Stadium. A ticket holder who is refused admission, evicted or directed to another part of the Stadium in accordance with the Terms shall not be entitled to a refund.
- 12. Entry into an Away Stadium shall be authorised on a match day only upon the presentation of a valid Away Ticket by each ticket holder seeking to gain entrance, regardless of age. Individuals who have been banned from attending matches by competent authorities or sports governing bodies in any jurisdiction, or who are considered as a security risk, are prohibited from entering or remaining in the Away Stadium.
- **13.** All ticket holders entering an Away Stadium must comply with the relevant Stadium Regulations of the Away Stadium at all times. Filming of the matches and the event at the Stadium is strictly prohibited.
- **14.** The instructions of the Management, Stewards, and relevant police authorities must be obeyed at all times. Ticket holders must truthfully answer any question concerning a ticket from a steward or member of the Management and ticket holders agree to be searched by relevant police authorities.
- **15.** Tickets may only be purchased from the FAI or officially authorised agents of the FAI. Any ticket obtained from any other source (for example, unauthorised intermediaries such as ticket brokers, internet auctions, internet ticket agents) will be rendered void, and all rights of entry into an Away Stadium will be nullified. Any person seeking to use such a ticket obtained through unauthorised sources will be refused entry into the Away Stadium, ejected from the Away Stadium and/or will have their ticket seized by the Management, in addition to other remedies available to the Management.
- **16.** Upon request from the Management, ticket holders must explain how, from whom and where and for what consideration they obtained their tickets.

- 17. Tickets are non-transferable. In particular, it is prohibited to sell, advertise or offer to sell this ticket to any person at a price in excess of its face value. Further, it is a breach of the Terms to advertise the sale of this ticket in any forum, including placing the ticket for auction on any online auction website. This ticket shall not be used as a prize in any lottery or competition or for any promotional or advertising purpose or otherwise as part of a corporate package or hospitality package unless expressly authorised in writing by the FAI. Without the express consent of the FAI, such ticket shall be rendered void, and all rights of entry into the Stadium will be nullified. Any such action may also result in legal proceedings against the ticket holder and/or the advertiser or on-line auction website.
- **18.** If a ticket holder commits a trespass, reasonable force may be used to prevent, restrain or terminate any trespass. Unauthorised contact with the boundary wall surrounding the pitch, incursion on the pitch or climbing a floodlight or other pylon, stand or other building constitutes a trespass to property.
- **19.** Where a ticket holder is in breach of any of the Terms, or where the Management believes that a ticket holder constitutes a source of danger to others, or to the Away Stadium, such ticket holder may be refused entry to or ejected from the ground, and reasonable force may be used for that purpose.
- **20.** To the fullest extent permitted by applicable law, the ticket holder (in his or her own name and on behalf of any minors using a ticket bought by him or her) accepts all risks and dangers which the ticket holder may face or endure while attending any match and waives any claims against the Management relating to such risks and dangers. The ticket holder (in his or her own name and on behalf of any minors using a ticket bought by him or her) accepts that there are risks to his or her personal safety or property loss on the way to or from and outside of or within the Away Stadium. Nothing in this paragraph is intended to require a ticket holder to accept risks or dangers from, or waive rights to damages arising from, the gross negligence or wilful misconduct of the Management. Nothing in this agreement will affect the statutory rights of any ticket holder or exclude or restrict any liability for death or personal injury arising from the negligence or improper conduct by the Management or any other liability which cannot be excluded or limited under applicable law.

21. Undertakings and Acknowledgements of the Ticket holder

- (a) The ticket holder will comply with all Laws and Regulations and any terms and conditions upon which tickets are issued.
- (b) The ticket holder will not behave in a violent, racist, threatening or abusive manner while using the seat or when otherwise in or in the vicinity of the Away Stadium.
- (c) The ticket holder acknowledges that they are representing the FAI Away Fans and will not behave in any manner which in any way could bring the Away Fans into disrepute. Such actions may result in Ticket Holders being banned from future Away Ticket applications.
- (d) The ticket holder acknowledges that standing may restrict the view of other spectators and cause safety and security risks and the ticket holder will remain seated in accordance with the relevant Ground Regulations.
- (e) The ticket holder agrees to comply with all directions of the police and stewards. The ticket holder acknowledges that it may be moved within, or ejected from, the Away Stadium if they are creating a safety and/or security risk.
- (f) The ticket holder will not bring into the Away Stadium any alcohol or flammable, toxic, illegal or other hazardous substances, materials or equipment.

- (g) The ticket holder will not bring into the Away Stadium any cameras or audio or visual or data broadcasting or recording equipment of any kind for recording purposes without the prior written consent of the FAI and the ticket holder will not broadcast or record all or any part of any event by any means or technology nor exploit or seek to exploit the same.
- (h) The ticket holder acknowledges and consents to the recording of its likeness and/or voice and that the FAI and the relevant event organiser is entitled to use all rights in respect of such recordings.
- (i) The ticket holder acknowledges that may be CCTV in operation at the Away Stadium and that its and each ticket holder guest's image may be recorded and kept for safety or security purposes.
- (j) The ticket holder will not sell or offer for sale any product or service from any part of the Away Stadium.
- (k) The ticket holder will not carry out any gambling or betting activities in the Away Stadium unless authorised by the Stadium.
- (I) The ticket holder will not run any advertisements or promotions relating to or involving in any way the FAI, any event, the Away Stadium, the use of the seat without the FAI's prior written consent.
- (m) The ticket holder will not exploit any marketing opportunities (including using tickets as promotions or prizes) in relation to the use of a seat including, without limitation, any display of the ticket holder's corporate or business logo, trade mark or trade name.
- (n) The ticket holder will not damage, remove or in any way alter the seat or any other property at or forming part of the Away Stadium.
- (o) The ticket holder will not consume alcohol in the Stadium in contravention of Ground Regulations or Law.
- 22. If, by reason of an event of Force Majeure, the FAI is delayed in, or prevented from, performing any of its obligations to the ticket holder then such delay or non-performance will not be deemed to be a breach of these terms and conditions and no loss, damage or refund will be claimed by you.

23. Liability

- (a) These terms and conditions are subject to the provisions from time to time of all and any Regulations and Laws.
- (b) The FAI will not be liable for, and the ticket holder will not assert any deductions, set-off or claim of any nature against the FAI for any act or omission of or any breach or default by any person other than the FAI including, without limitation, the relevant Stadium, the stadium services or any transport or accommodation operator.
- (c) The ticket holder will be bound by the terms and conditions established from time to time by the FAI for cancellation, abandonment, postponement or replaying of an Event.
- (d) The FAI will not be liable or responsible for any loss, damage, or injury to the ticket holder resulting from any cause whatsoever, unless due to the negligence or the wilful misconduct of the FAI.
- (e) The FAI will not be liable to the ticket holder for the late delivery or nondelivery of any tickets or other items provided the FAI has posted the same within a reasonable time.
- (f) Nothing in these terms and conditions seeks to exclude or limit the FAI's liability for death or personal injury caused by its negligence or for any fraud or wilful misconduct on its part.

16. Illegality

Any provision of these terms and conditions which are or becomes illegal, invalid, or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provisions in these terms and conditions.

17. Data Protection

The FAI shall not share your data with any third party unless the FAI has been authorised by you to do so. The FAI Data Protection and Privacy Statements are available on the FAI website or by post if requested.

18. Amendments

The FAI reserves the right to amend or modify these terms and conditions at any time.

19. Governing law

These terms and conditions are governed by Irish law and the Courts of Ireland.

20. Information

Any requests for information should be addressed to Customer Relations, FAI, National Sports Campus, Abbotstown, Dublin 15 or by email <u>customer-relations@fai.ie</u>.