

**The Rugby Football Union
Ticket Terms and Conditions**

Revised September 2024

Standard Ticket Terms

1. INTRODUCTION AND SCOPE

- 1.1 Capitalised but undefined terms used in this Section 1 shall have the meaning given to them in Section 2.
- 1.2 These terms and conditions ("**Terms**") are the legal terms and conditions that apply to the purchase, holding, transfer, sale and/or use of any Ticket(s). These Terms should be read together with our Ground Rules (available at www.englandrugby.com/tickets) that apply to all persons who enter the Ground.
- 1.3 Please read these Terms carefully. By purchasing, holding, transferring, selling and/or using or attempting to transfer, sell and/or use a Ticket you: (i) confirm that you have read, understood and agreed to these Terms and the Ground Rules; (ii) agree to be bound by and to comply with these Terms and the Ground Rules; and (iii) agree to make others aware of these Terms and the Ground Rules and the requirement to comply with them as required by these Terms.
- 1.4 You should print a copy of these Terms and the Ground Rules or save them for future reference. These Terms and the Ground Rules are available only in English. Changes to these Terms can be made as set out in Section 9.3.
- 1.5 In limited and specific circumstances, for example, where you have an accessibility need, we may on request and at our absolute discretion provide you with a paper ticket for a Match. A shorter version of some of the key things set out in these Terms may be printed on each paper Ticket where one is provided. In the case of any conflict or uncertainty between these Terms and the shorter form printed on a Ticket, please follow these Terms as they take precedence and override any shorter printed terms.
- 1.6 These Terms are in addition to any terms and conditions which apply from time to time to Tickets purchased under a debenture.
- 1.7 **Any breach of these Terms and/or the Ground Rules and/or any Applicable Laws shall entitle us to cancel and invalidate your Ticket(s) with no right to a refund. Any breach of these Terms and/or the Ground Rules by you shall result in you being deemed a trespasser and shall give us the right to refuse admission to, or eject, you from the Grounds.**
- 1.8 **Your attention is particularly drawn to Sections 3 (TRANSFER/SALE OF TICKET(S)), 4 (CANCELLATION, ABANDONMENT, RESCHEDULING, REDUCING ATTENDANCE OR PLAYING BEHIND CLOSED DOORS), 5 (USE OF TICKET(S) AND ENTRANCE TO THE GROUNDS), 7 (CONSEQUENCES OF YOUR BREACH) AND 8 (LIMITATION OF LIABILITY).**

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Terms:
 - 2.1.1 "**Applicable Laws**" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures, of any governmental authority that apply to you and/or us, and/or the subject matter of these Terms;
 - 2.1.2 "**Club**" means a rugby union club that is eligible to apply to us for Ticket(s);

- 2.1.3 "**Constituent Body**" means an association or combination of clubs, schools or universities so designated in accordance with the RFU rules;
- 2.1.4 "**Consumer**" means an individual applying for, purchasing, receiving, selling, transferring and/or using Ticket(s) for purposes that are wholly or mainly outside that individual's trade, business, craft or profession;
- 2.1.5 "**Eligible Entity**" means any Club, Constituent Body, Referee Society, school, Overseas Union or RFU Partner that is not a Restricted Person and who is eligible to apply to us for Ticket(s) and such other entities as we may specify as eligible to apply to us for Ticket(s) for the purposes of these Terms from time to time;
- 2.1.6 "**Eligible Individual**" means a debenture holder, privilege member, past president, present or past international Team player, RFU Council member, officer or employee of the RFU, Match steward and/or accredited member of the press each as defined by us from time to time and who is not a Restricted Person and such other persons as we may specify as eligible to apply to us for Ticket(s) for the purposes of these Terms from time to time;
- 2.1.7 "**Ground**" means the Stadium, the car parks operated by us at the Stadium and any other property owned or controlled by us in the vicinity of the Stadium;
- 2.1.8 "**Ground Rules**" means the Stadium Ground Rules available at <https://rfu.widen.net/view/pdf/ftow39v8eh/Ground-Rules.pdf?u=hjokav>
- 2.1.9 "**Guest**" means any individual that accompanies a valid Ticket holder (being a person who has obtained Ticket(s) to the Match in compliance with these Terms) to the Match and to whom Tickets may be transferred or sold in accordance with these Terms;
- 2.1.10 "**Match**" means an international rugby union match in which a Team competes, and other matches or tournaments owned or controlled by the RFU in each case that is held at the Stadium;
- 2.1.11 "**Material**" means any audio, visual or audio-visual material or any information or data of any nature;
- 2.1.12 "**Member**" means an individual who is a genuine member or officer of a Club, Constituent Body or Referee Society and has been appointed as such in accordance with the constitution of the relevant Club, Constituent Body or Referee Society, at least 2 weeks prior to purchase or receipt of Ticket(s);
- 2.1.13 "**Overseas Union**" means a rugby union in membership with World Rugby other than the RFU;
- 2.1.14 "**Package**" means the supply of Ticket(s) packaged together with any additional benefits including, for example, car parking, accommodation, food, drink, travel, hospitality, events, entertainment or any vouchers or other means of obtaining such additional benefits;
- 2.1.15 "**Privacy Policy**" means the RFU's privacy policy, available at <https://www.englandrugby.com/the-rfu/policies/privacy-policy/england-rugby-privacy-notice> ;
- 2.1.16 "**Recipient**" means a person or entity who you are allowed to sell or transfer Ticket(s) to under these Terms;
- 2.1.17 "**Referee Society**" means a society of RFU-sanctioned referees that is officially recognised by us;

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- 2.1.18 "**Restricted Person**" means: (i) a ticketing or hospitality company who has not been authorised by the RFU; (ii) anyone supplying or offering to supply, either themselves or through a third party, catering or hospitality facilities for Ticket holders on the date of a Match; (iii) anyone who has acted in breach of these Terms (including offering or advertising for sale or transfer, and/or selling or transferring, tickets in breach of these Terms); or (iv) an officer or agent of any of the foregoing;
- 2.1.19 "**RFU**", "**we**", "**us**", "**our**" means the Rugby Football Union, a society registered in England and Wales under the Co-operative and Community Benefits Society Act 2014 (register number IP27981R) whose registered office is Rugby House, 200 Whitton Road, Twickenham, TW2 7BA;
- 2.1.20 "**RFU Partner**" means an official sponsor or partner of the RFU from time to time;
- 2.1.21 "**Season**" means a rugby union season typically commencing on or about 1 September of one year and concluding on or about 31 May in the following year;
- 2.1.22 "**Sponsor**" means an entity or person that is a party to a current Sponsorship Agreement. In the case of any dispute as to whether a person or entity is a Sponsor, the decision of the RFU shall be final and binding;
- 2.1.23 "**Sponsorship Agreement**" means a written, signed and dated agreement between a Sponsor and either a Club, Constituent Body, Referee Society or school (but not any individual or a Restricted Person) which: (i) is in place for at least one complete Season; (ii) has been signed by both parties to the agreement at least 2 months before receipt or purchase of Ticket(s); (iii) provides that the Sponsor receives a genuine sponsorship benefit from such Club, Constituent Body, Referee Society or school (other than and/or in addition to membership, Ticket(s) and/or the use of the title of 'sponsor') in return for valuable consideration; (iv) specifically states how many Ticket(s) the Sponsor is entitled to for each Match; and (v) legally binds the Sponsor to comply with these Terms, in so far as they relate to the Sponsor.
- 2.1.24 "**Stadium**" means Allianz Stadium, 200 Whitton Road, Twickenham TW2 7BA (including its outer concourses);
- 2.1.25 "**Team**" means the England men's senior international XV-a-side rugby union team or the England women's senior international XV-a-side rugby union team (whichever the case may be);
- 2.1.26 "**Ticket**" means any ticket to a Match;
- 2.1.27 "**Ticket Exchange**" means our official online ticket exchange website to be accessed via the Website;
- 2.1.28 "**Stadium App**" means our official mobile application for the Stadium;
- 2.1.29 "**Unlawful Ticket**" means any Ticket that is offered for transfer or sale and/or acquired or used in breach of any part of these Terms;
- 2.1.30 "**Website**" means the official RFU website, located at www.englandrugby.com;
- 2.1.31 "**World Rugby**" means World Rugby of World Rugby House, 8-10 Pembroke Street Lower, Dublin 2, Ireland (or any replacement or successor from time to time); and
- 2.1.32 "**you**", "**your**" means the individual or entity that purchases, holds, transfers, sells and/or uses Ticket(s) (as applicable).
- 2.2 Any reference to a Section is to the relevant section of these Terms.

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- 2.3 Section headings are included for convenience only and do not affect the interpretation of these Terms.
- 2.4 Use of the singular includes the plural and vice versa, and reference to one gender is a reference to all genders.
- 2.5 Any references to a "**person**" or "**entity**" includes any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality).
- 2.6 Any reference to a statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") is a reference to such legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation.
- 2.7 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.8** The phrase "**in writing**" includes by email unless otherwise indicated.

3. TRANSFER/SALE OF TICKET(S)

3.1 Prohibition on transfers or sales in breach of these Terms

TICKET(S) MAY BE TRANSFERRED OR SOLD OR OFFERED FOR SALE OR TRANSFER ONLY IN ACCORDANCE WITH THESE TERMS.

For the purpose of these Terms, there are different categories of Ticket holders. The rules governing the transfer and sale of the Tickets differ for each of these categories and we have dealt with these separately in this Section 3 below.

Any Ticket that is (or that we reasonably believe is intended to be) transferred or sold, or offered for sale or transfer, in breach of these Terms will be void and treated as an Unlawful Ticket and all rights conferred by the Ticket will automatically cease and terminate. We may seize or cancel the Ticket and refuse admission to the Ground and/or eject from the Ground any person in possession of an Unlawful Ticket without refund or compensation. Any person seeking to use such Ticket(s) at the Ground will be deemed a trespasser, and may be liable to further legal action. We may also bar any person in possession of an Unlawful Ticket from attending Matches or other events at the Stadium in the future.

3.2 Right to publicise the names of persons/entities transferring or selling Ticket(s) in breach of these Terms

We reserve the right to publicise the names of any person or entity that transfers or sells, or offers to transfer or sell, any Ticket(s) in breach of these Terms and by purchasing, holding, acquiring, transferring or selling or attempting to do the same or by using any Ticket(s) you acknowledge that we have the right to:

- 3.2.1 publicise your name in any and all media;
- 3.2.2 share your name and other personal data with law enforcement and other government agencies; and
- 3.2.3 share your name and other personal data with other sellers of tickets and with those entitled to receive Ticket(s) in order to monitor and prevent unauthorised sales of tickets,

in the event that you transfer or sell or offer to transfer or sell Ticket(s) or otherwise deal with Ticket(s) in breach of these Terms.

3.3 Permitted transfers and sales

3.3.1 Terms that apply to all Ticket holders

(a) Sale price

NO TICKET MAY BE TRANSFERRED/SOLD FOR A HIGHER AMOUNT THAN THE FACE VALUE OF THE TICKET SHOWN ON THE TICKET.

(b) Stadium App and mobile devices

You shall not provide access to a third party to the (i) mobile (or other) device upon which a Ticket is held/displayed; or (ii) the Stadium App profile/account within which a Ticket(s) can be accessed, for the purpose of selling/transferring Ticket(s).

(c) Third parties and secondary ticket resellers

- (i) Ticket(s) must be provided directly to the Recipient by you and not via a third party (other than a postal or delivery service provider or validly through the Ticket Exchange).
- (ii) Ticket(s) may not be transferred or sold through secondary ticketing service providers, auction sites, or websites other than the Ticket Exchange.

(d) Restricted Persons

Ticket(s) may not be transferred or sold to Restricted Persons without our prior written consent.

(e) Implying an association with the RFU, England Rugby, the Teams or any Match and prizes and competitions

- (i) Unless otherwise permitted by the RFU, no person or entity shall use a Ticket to "pass-off" that it has an official association with the RFU, England Rugby, any Team and/or Match and/or that it is an RFU Partner.
- (ii) A Ticket may not be used as a prize, contest, lottery, sweepstake or as part of any competition or promotional, fundraising, auction, raffle or other similar activity.
- (iii) **A TICKET MUST NOT BE SOLD OR TRANSFERRED AS PART OF A PACKAGE** or any other commercial arrangement (including a Package) which has not been approved in advance by us in writing or unless otherwise specified in these Terms.

(f) The Ticket Exchange

- (i) You may sell your Ticket(s) via the Ticket Exchange in accordance with the terms and conditions of the Ticket Exchange (available at www.englandrugby.com/tickets) save where the Ticket(s) have been issued subject to a restriction that they may not be sold on the Ticket Exchange (for example, where an Eligible Entity is subject to an RFU ticketing sanction).
- (ii) Please note that the terms and conditions of the Ticket Exchange may specify that certain tickets may not be sold on the Ticket Exchange and may only be returned to the RFU.

(g) Promotion and advertising

- (i) You **MUST NOT** run any advertisements or promotions relating to the RFU, England Rugby, any Team or Match unless expressly permitted to do so as an RFU Partner or you have otherwise obtained our prior written agreement to do so.
- (ii) You **MUST NOT** advertise, promote, give away, distribute, sell or offer for sale or advertise any product or service from any part of the Grounds or via the display of overt commercial, promotional or marketing messages on clothing worn or items brought into the Grounds unless expressly permitted to do so as an RFU Partner or you have otherwise obtained our prior written agreement to do so.
- (iii) You **MUST NOT** exploit any marketing or promotional opportunities in relation to the Ticket(s) unless otherwise specified in these Terms.
- (iv) You **MUST NOT** advertise your Ticket for transfer or sale (except via the Ticket Exchange).

(h) Returning Tickets to original Ticket holder

You may transfer and/or sell the Ticket(s) back to the original Ticket holder who transferred/sold you the Ticket(s) in accordance with these Terms.

(i) Guests

If you have purchased more than one Ticket for a Match, you may transfer and/or sell the additional Ticket(s) to your Guest(s) provided that:

- (i) you attend the Match together with your Guest(s); and
- (ii) the Ticket is for your Guest's personal use.

(j) These Terms and the Ground Rules

- (i) These Terms and the Ground Rules **MUST** be incorporated into all agreements to sell, transfer or supply Ticket(s) and brought to the attention of any Recipient (including Guests). **ALL** Recipients **MUST** comply with these Terms and the Ground Rules at all times.
- (ii) You **MUST** ensure that each individual to whom you have validly transferred/sold you Ticket(s) is made aware of and complies with these Terms.
- (iii) You **MUST NOT** use your right to transfer/sell any Ticket(s) under the Terms as a means of avoiding (or the effect of which is the avoidance of) these Terms.
- (iv) All agreements to sell or transfer Ticket(s) **MUST** contain terms stating that Recipients cannot sell, offer for sale or transfer or attempt to transfer any Ticket(s) except in accordance with the Terms.
- (v) Except where you are a Consumer, you shall indemnify us against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by us as a result of any breach by a Recipient of these Terms or the Ground Rules. In the event that a Recipient breaches any of these Terms or the Ground Rules, both you and the Recipient shall each be held liable for such breach.

(k) Maintaining records

You **MUST** keep a proper record of the individual numbers of all Ticket(s) transferred and/or sold by you and the name and address of any person or entity to which such Ticket(s) are supplied for a minimum of 2 years and must provide such information to us within 7 days of a written request for the same.

(l) Laws and taxation

- (i) Sale of Ticket(s) made by persons and entities acting in the course of a trade, business or profession to a Consumer must comply with Applicable Laws including the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015.
- (ii) For the purposes of VAT only, any supply of a Ticket shall be treated as a supply made by the relevant Ticket transferor on its own behalf and the relevant Ticket transferor shall be liable to account for any applicable VAT on the sale or supply of Ticket(s) by it.

(m) Requests to transfer or sell Ticket(s) other than as permitted in this Section 3

If you wish to transfer or sell Ticket(s) other than as permitted in this Section 3, for example, for inclusivity and diversity, enriching lives and introducing more people to the sport of rugby and the provision of access to Ticket(s) to other categories of spectators you **MUST** contact www.EnglandRugby.com/TicketHelp and provide details of your request together with evidence of the intended purpose and recipients of the proposed transfer/sale of the relevant Ticket(s) at least 1 month in advance of the relevant Match and prior to any transfer/sale of Ticket(s) or committing to such transfer/sale. You must do this as far as possible in advance of the date of the Match to allow us time to consider your request. We will endeavour to consider all such requests and will inform you of the outcome of our decision and any particular processes that we require you to follow.

3.3.2 Consumers

Consumers have no additional rights to sell or transfer their Tickets, unless they also fall under the category of an Eligible Individual or Eligible Entity.

3.3.3 Eligible Individuals

- (a) **Additional right to transfer/sell Ticket(s) if you are an Eligible Individual**
 - (i) Eligible Individuals may transfer/sell their Ticket(s) to a friend, a relative, other individual **known personally** to that Eligible Individual (whether or not the Eligible Individual is attending the Match with such person), or to a Club, a Constituent Body or Referee Society.
 - (ii) Where you transfer/sell Ticket(s) to a person known personally to you in accordance with clause 3.3.3(a)(i) above, the person known personally to you who you have transferred/sold Ticket(s) **MUST** be attending the Match themselves but where you have transferred/sold them more than 1 Ticket for the Match they may be accompanied by their Guest(s).
 - (iii) Where you are a friend, relative or person known personally to an Eligible Individual who has transferred/sold Ticket(s) to you, as permitted in clause 3.3.3(a)(i) above, you **MUST** use at least one of the Ticket(s) you have purchased or received to actually attend the Match yourself and cannot purchase or receive Ticket(s) for other individual(s) unless they attend the Match with you as your Guest(s).

If you are unable to attend the Match yourself after purchasing or obtaining Ticket(s) from an Eligible Individual then where your Guest(s) are not also friends, relatives or known personally to the Eligible Individual that transferred/sold you the Ticket(s) you MUST either: (x) return ALL of the Ticket(s) that you have purchased/received to the Eligible Individual that sold/transferred the Ticket(s) to you originally; or (y) list ALL of the Ticket(s) that you have purchased/received on the Ticket Exchange in accordance with Section 3.3.1(f) above.

(b) Additional restrictions if you are an Eligible Individual

An Eligible Individual **MUST NOT** directly or indirectly use their right to transfer/sell Ticket(s) under Section 3.3.3(a) above as part of a commercial arrangement or for personal gain. It should be noted in particular that **ONLY** Clubs, Constituent Bodies, Referee Societies and schools (but not Eligible Individuals) may use Ticket(s) as part of a sponsorship arrangement (provided it complies with these Terms).

3.3.4 Eligible Entities

(a) Additional right to transfer/sell Ticket(s) if you are an Eligible Entity

Each category of Eligible Entity may transfer/sell their Ticket(s) as follows:

- (i) **Clubs** are permitted to:
 - (A) transfer/sell to their (subject to Section 3.3.5 below) Members and (subject to Section 3.3.6 below) Sponsors, to other Clubs and to Referee Societies;
 - (B) use up to a maximum of 10 Tickets per Match in their own raffles or auctions, provided that the: (x) proceeds from such raffles or auctions are strictly for charitable purposes or the direct benefit of the Club in question; and (y) RFU may direct a Club that it may not use Tickets in any raffle or auction, at its discretion; and
 - (C) charge an administrative fee of up to £10 including VAT per Ticket for each Ticket they validly sell or transfer.
- (ii) **Referee Societies** are permitted to:
 - (A) transfer/sell to their (subject to Section 3.3.5 below) Members and (subject to Section 3.3.6 below) Sponsors, to other Referee Societies and to Clubs;
 - (B) use up to a maximum of 10 Tickets per Match in their own raffles or auctions, provided that the: (x) proceeds from such raffles or auctions are strictly for charitable purposes or the direct benefit of the Referee Society in question; and (y) RFU may direct a Referee Society that it may not use Tickets in any raffle or auction, at its discretion; and
 - (C) charge an administrative fee of up to £10 including VAT per Ticket for each Ticket they validly sell or transfer.
- (iii) **Constituent Bodies** are permitted to:
 - (A) transfer/sell to a Club, their (subject to Section 3.3.5 below) Members, their (subject to Section 3.3.6 below) Sponsors and non-voting member clubs of the RFU;

- (B) use up to a maximum of 10 Tickets per Match in their own raffles or auctions, provided that the: (x) proceeds from such raffles or auctions are strictly for charitable purposes or the direct benefit of the Constituent Body in question; and (y) RFU may direct a Constituent Body that it may not use Tickets in any raffle or auction, at its discretion; and
 - (C) charge an administrative fee of up to £10 including VAT per Ticket for each Ticket they validly sell or transfer.
- (iv) **Schools** are permitted to:
- (A) use up to a maximum of 10 Tickets per Match in their own raffles or auctions, provided that the: (x) proceeds from such raffles or auctions are strictly for charitable purposes or the direct benefit of the school in question; and (y) RFU may direct a school that it may not use Tickets in any raffle or auction, at its discretion; and
 - (B) transfer/sell to members of their staff, their pupils (or the parents or guardians of their pupils) and (subject to Section 33.3.6 below) their Sponsors.
- (v) **RFU Partners** may transfer/sell, to their directors, employees/or their Guests or to winners of any promotional activity (such as a prize competition) that has been approved by us.

3.3.5 Members

(a) Incentivising

An Eligible Entity **MUST NOT** (and must ensure that its agents must not) use Ticket(s) as the sole or main incentive for any person or entity to become a Member.

(b) Members who can no longer attend a Match

- (i) Where you purchase Ticket(s) as a Member you **MUST** use at least one of the Ticket(s) you have purchased to actually attend the Match yourself and cannot purchase Ticket(s) for other individual(s) who are not also Members of the Eligible Entity that transferred/sold you the Ticket(s) unless they attend the Match with you as your Guest(s).
- (ii) If you are unable to attend the Match yourself after purchasing or obtaining Ticket(s) then where your Guest(s) are not also Members of the Eligible Entity that transferred/sold you the Ticket(s) you **MUST** either: (x) return ALL of the Ticket(s) that you have purchased/received to the Eligible Entity that sold/transferred the Ticket(s) to you originally; or (y) list ALL of the Ticket(s) that you have purchased/received on the Ticket Exchange in accordance with Section 3.3.1(f) above.

3.3.6 Sponsors

(a) Sponsorship obligations

- (i) In respect of the transfer or sale of Ticket(s) to Sponsors by Clubs, Constituent Bodies, Referees Societies and schools:
 - (A) An Eligible Entity **MUST** have entered into a Sponsorship Agreement;

- (B) An Eligible Entity and its agents **MUST NOT** offer: (x) Ticket(s) to potential Sponsors before they have expressed an interest in becoming a Sponsor; (y) transfer or sell Ticket(s) to potential sponsors before they have signed a Sponsorship Agreement; or (z) corporate hospitality;
- (C) An Eligible Entity **MUST NOT** enter into a Sponsorship Agreement with a person or an entity that is a Restricted Person or has been introduced to it by a Restricted Person unless it has obtained our prior written consent to do so and **MUST** terminate any Sponsorship Agreement with a person or entity who subsequently becomes a Restricted Person;
- (D) An Eligible Entity **MUST** only transfer/sell a Sponsor the same number of Ticket(s) for a Match as set out in the relevant Sponsorship Agreement; and
- (E) Complete details of all Sponsorship Agreements must be minuted in the applicable Eligible Entity's records and made available for inspection by us and its Members upon request at any time.

(b) Incentivising

An Eligible Entity **MUST NOT** (and must ensure that its agents must not) use Ticket(s) as the sole or main incentive for any person or entity to become a Sponsor.

(c) Additional right to transfer/sell Ticket(s)

Sponsors may transfer Ticket(s) to their directors, employees and/or Guest(s).

3.3.7 Overseas Unions

(a) Additional right to transfer/sell Ticket(s)

- (i) Overseas Unions may transfer/sell Ticket(s) to their directors, employees, Guest(s) and/or member clubs; and
- (ii) A member club of an Overseas Union who has validly received Ticket(s) from a member club may sell/transfer Ticket(s) to their directors, employees and/or Guest(s) or to Clubs, Constituent Bodies and Referee Societies.

4. CANCELLATION, ABANDONMENT, RESCHEDULING, REDUCING ATTENDANCE OR PLAYING BEHIND CLOSED DOORS

4.1 If you are a Consumer: You do not have a right to cancel your purchase and claim a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4.2 We do not guarantee that a Match will take place at a particular time or on a particular date or that any/a particular number of spectators will be able to attend. We reserve the right to cancel, abandon and/or reschedule a Match or to reduce the number of spectators able to attend the Match or to play a Match behind closed doors with no spectators present, to comply with the rules of the game of Rugby Union or where we otherwise need to do so including where this is required in order to comply with Applicable Laws. In such event:

4.2.1 If you are NOT an Eligible Entity and have purchased Ticket(s) directly from us or from an Eligible Entity

- (a) If a Match is cancelled or abandoned before kick-off and not rescheduled and you have purchased your Ticket(s) for that Match directly from us, you can apply to

us for a refund within 30 days of the date on which the Match is cancelled or abandoned and we will refund the amount you have paid for your Ticket(s) (up to a maximum of the face value of the Ticket(s)) within 30 days of receipt of your refund application. If you have purchased your Ticket(s) from an Eligible Entity, you must contact that Eligible Entity to obtain your refund.

- (b) If a Match is abandoned before kick-off, and it is possible to reschedule the Match or the date of a Match is changed after you have purchased Ticket(s) for it, you will be entitled to Ticket(s) to attend the rescheduled Match or, if you are unable to attend the rescheduled Match you will be entitled to a refund of amount you paid for your Ticket(s) (up to a maximum of the face value of the Ticket(s)). In the event that an abandoned Match is rescheduled or we change the date of a Match, we will post a notice on the homepage of the Website notifying you of the process and deadline for obtaining Ticket(s) for the rescheduled Match or a refund.
- (c) If a Match is played behind closed doors without spectators present and you have purchased your Ticket(s) for that Match directly from us, we will automatically refund the amount you have paid for your Ticket(s) (up to a maximum of the face value of the Ticket(s)) to the debit/credit card you used to make the original Ticket purchase. We will do this within 30 days of the date on which the announcement that the Match will be played behind closed doors without spectators present is made and you do not need to contact us to receive a refund. If you have purchased your Ticket(s) from an Eligible Entity, you must contact that Eligible Entity to obtain your refund.
- (d) If we have sold Tickets for a Match and we need to reduce the number of spectators that are able to attend then we reserve the right to cancel all or some of the Tickets for the Match. We will determine which Tickets to cancel at our discretion. If we cancel all or any of your Ticket(s) in accordance with this provision then, if you have purchased your Ticket(s) for the Match directly from us, we will automatically refund you for all Ticket(s) that we have cancelled in full (including any booking fees where applicable) to the debit/credit card you used to make the original Ticket purchase and you do not need to contact us to receive a refund. We will do this within 30 days of the cancellation of your Ticket(s). If you have purchased your Ticket(s) from an Eligible Entity, you must contact that Eligible Entity to obtain your refund.

4.2.2 If you are an Eligible Entity:

- (a) If a Match is cancelled or abandoned before kick-off and not rescheduled, you can apply to us for a refund within 21 days of the date on which the Match is cancelled or abandoned and we will refund the amount you have paid for any Ticket(s) you have purchased from us (up to a maximum of the face value of the Ticket(s)) within 30 days of receipt of your refund application. Within 7 days of receiving such refund you must provide each individual or entity to whom you had validly sold Ticket(s) for such Match (in accordance with these Terms) with a full refund of the price that such individual or entity paid you for those Ticket(s).
- (b) If a Match is abandoned before kick-off, and it is possible to reschedule the Match or, the date of a Match is changed after you have purchased Ticket(s) for it, you will be entitled to Ticket(s) to attend the rescheduled Match or, if you are unable to attend the rescheduled Match you will be entitled to a refund of amount you paid for your Ticket(s) (up to a maximum of the face value of the Ticket(s)). In the event that an abandoned Match is rescheduled or we change the date of a Match, we will post a notice on the homepage of the Website notifying you of the process and deadline for obtaining Ticket(s) for the rescheduled Match or a refund. Within 7 days of receiving any refund you must provide each individual or entity to whom you had validly sold Ticket(s) for such Match (in accordance

with these Terms) with a full refund of the price that such individual or entity paid you for those Ticket(s).

- (c) If a Match is played behind closed doors without spectators present, we will automatically refund the amount you have paid for any Ticket(s) you have purchased from us (up to a maximum of the face value of the Ticket(s)) to the debit/credit card you used to make the original Ticket purchase. We will do this within 30 days of the date on which the announcement that the Match will be played behind closed doors without spectators present is made and you do not need to contact us to receive a refund. Within 7 days of receiving such refund you must provide each individual or entity to whom you had validly sold Ticket(s) for such Match (in accordance with these Terms) with a full refund of the price that such individual or entity paid you for those Ticket(s).
- (d) If we have sold Tickets for a Match and we need to reduce the number of spectators that are able to attend, we reserve the right to cancel all or some of the Tickets for the Match. We will determine which Tickets to cancel at our discretion. If we cancel all or any of your Ticket(s) in accordance with this provision then, we will automatically refund you for all Ticket(s) that we have cancelled in full (including any booking fees where applicable) to the debit/credit card you used to make the original Ticket purchase and you do not need to contact us to receive a refund. We will do this within 30 days of the cancellation of your Ticket(s). Within 7 days of receiving such refund you must provide each individual or entity to whom you had validly sold Ticket(s) for such Match (in accordance with these Terms) that have been cancelled with a full refund of the price that such individual or entity paid you for those Ticket(s).

4.2.3 If you are NOT an Eligible Entity and you have not purchased Ticket(s) from us:

You must contact the person or entity that you purchased Ticket(s) from regarding possible refunds where a Match has been cancelled, abandoned, is played behind closed doors without spectators present or with a reduced number of spectators present.

- 4.3 Where a Match is played but you are unable to attend the Match for any reason you may transfer or sell your Ticket(s) only in compliance with these Terms but refunds will only be given in the circumstances set out in these Terms or otherwise in accordance with the terms of the Ticket Exchange.

5. USE OF TICKET(S) AND ENTRANCE TO THE GROUNDS

- 5.1 Every Ticket remains our property at all times.
- 5.2 Any person who enters the Ground including children (with the exception of children under the age of 2 years old who will be permitted access without their own Ticket) must have a valid Ticket.
- 5.3 Persons aged 15 years and under must be accompanied by a responsible adult over the age of 18 who shall be jointly responsible with them for their actions, conduct and compliance with these Terms.
- 5.4 Admission to the Ground is by the entrance shown on the Ticket and cannot be guaranteed if the Ticket holder arrives less than 60 minutes before the advertised commencement or kick off time.
- 5.5 Your Ticket will entitle you to gain admission to the Stadium only after it has been validated by the control readers located at the appropriate turnstiles. You may be refused admission to the Stadium if your Ticket is not validated by such control readers.
- 5.6 If you leave the Ground before the end of the Match, re-admission is at our discretion.

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- 5.7 A Ticket entitles the Ticket holder, subject to compliance with these Terms and the Ground Rules, to admission to the Ground for the Match to which the Ticket relates and to occupy the seat referred to on the Ticket (or another seat in case the seat allocated to you is not available for reasons beyond our control) and no other entitlements. In particular, Ticket holders' access to the Ground is for the purposes of private enjoyment of the Match only and not for any commercial purpose.
- 5.8 Any person who enters the Ground is liable to be searched by a police officer or by our employees or agents for health, safety and security reasons and to ensure they are complying with these Terms and the Ground Rules in relation to items that cannot be brought into the Ground. We reserve the right to refuse admission to anyone who refuses to be searched.
- 5.9 Our Ground Rules contain a list of items that may not be brought into the Ground and a non-exhaustive list of reasons why we may refuse a Ticket holder admission to the Ground or eject a Ticket holder from the Ground.
- 5.10 Whilst in or around the Ground you must:
- 5.10.1 comply at all times with the Ground Rules (available at www.englishrugby.com/tickets);
 - 5.10.2 answer promptly and truthfully any question concerning your Ticket from our employees or agents or a member of the police; and
 - 5.10.3 not offer or distribute (either free or for sale) within the Ground any articles, materials, products or services of any nature nor conduct any charitable or other collection without our prior written authorisation.
- 5.11 Mobile telephones and other mobile devices are permitted within the Ground, provided that they are used for personal and private use only (which shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes). The capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes is strictly prohibited.
- 5.12 Where a Ticket has been lost or stolen, you must notify us immediately and we shall, subject to ascertaining and verifying the circumstances in which you were in possession of the Ticket and of the loss or theft of the Ticket, issue you with a duplicate Ticket. If we issue you with a duplicate Ticket, the original Ticket will become automatically invalid.
- 5.13 Without limitation, it is strictly forbidden to do any of the following inside the Grounds:
- 5.13.1 occupy or access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Ticket type held by you;
 - 5.13.2 restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits; or
 - 5.13.3 engage in any other conduct which may endanger any person at the Grounds.
- 5.14 Mobile Ticket(s):
- 5.14.1 Unless specified otherwise at the point of sale for the relevant Match all Tickets will be issued digitally through the Stadium App. You will not be allowed to enter the Stadium without a valid mobile Ticket (or a paper copy if supplied by us at our sole discretion in this format).

- 5.14.2 Where you purchase or are allocated/transferred any Ticket(s) which are for use by other people in compliance with these Terms, you must transfer a Ticket to each person who will be attending the Match as soon as possible following your purchase or receipt of the Ticket(s) and you must keep details of each person that a Ticket has been allocated/transferred to and supply this information to us on request.
- 5.14.3 Every person attending the Match will be required to download the Stadium App and have their own mobile ticket on their own device (or a paper copy if supplied by us at our sole discretion in this format). The only exceptions to this are for accompanied minors (those aged 17 or below, where proof of age may be required) and/or for those people with accessibility requirements attending the Match with a companion. You will not be permitted to enter the Stadium using multiple Tickets on a single mobile device.
- 5.14.4 It is your responsibility to ensure that the Tickets are displayed correctly on your mobile phone. In particular, the electronic Tickets must be displayed within the Stadium App as they possess dynamic features and, as such, a printout or screenshot of the digital ticket will not be valid to gain access to the Grounds and you must not screenshot your Ticket. You must retain your Ticket (e.g. your mobile phone which displays the Ticket, if applicable) at all times. Failure to do so may result in you being evicted from Grounds without refund or compensation.

6. SOUND AND IMAGE RECORDINGS

- 6.1 You acknowledge and, so far as is necessary under Applicable Laws, consent to being photographed, filmed, taped and/or recorded by the RFU and/or any third parties authorised or appointed by or, on behalf of or with the permission of, the RFU, which shall have the right, in perpetuity or for the maximum term permitted under the Applicable Laws, to use, broadcast, publish and licence, without any requirement for payment of money or other form of consideration and without credit, your voice, image and likeness by means of live or recorded visual and/or audiovisual and/or audio display, broadcast or other transmission or recording, photographs and/or any other current and/or future media technologies.
- 6.2 You accept and acknowledge that it is in RFU's legitimate interests to use and publish and exploit the content detailed in Section 6.1 in this manner (including any personal data contained therein) as it requires the ability to: (i) publish, display, sell and distribute each Match by means of film, television, radio, print media, internet, publicity material (and/or any other media now known or in the future); and (ii) use the images for safety and security, promotional, training, editorial, marketing purposes and/or for the purpose of enforcing these Terms and the Ground Rules by or, on behalf of, the RFU and/or any third parties authorised or appointed by or, on behalf of or with the permission of, the RFU, as determined in the RFU's sole discretion (including, tournament and/or series organisers, commercial partners and accredited media organisations). More information on how RFU processes Ticket holders' personal data can be found in the Privacy Policy. Notwithstanding the foregoing, where required under Applicable Laws, you give your consent to such use.
- 6.3 You shall not take, record and/or transmit any sound, image and/or description of the Ground and/or any Match (as well as any result and/or statistics of the Match) other than for your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Ground and/or any Match for any commercial purposes).
- 6.4 The use of photographic equipment, mobile telephones, computers, tablets or other electronic devices, communication devices, audio-visual equipment or radios must not inconvenience any other person in the Ground or be used to capture, supply or transmit data for the purposes of betting or gambling (or assisting for these purposes).
- 6.5 Subject to Section 6.6, you acknowledge and agree that the RFU is the sole legal and beneficial owner of any intellectual property rights (including copyright and database rights) in any images, footage, data or material taken or recorded in the Ground (including by the Ticket holder) and the Ticket holder hereby assigns (by way of present assignment of future rights)

any rights he/she may have in respect of such material to the RFU and waives all moral rights in the same. Where assignment is not possible under Applicable Laws, you grant to the RFU an exclusive, irrevocable and royalty free licence to use such copyright, database and other intellectual property rights. You further agree (if and whenever required to do so by the RFU) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to the RFU absolutely and free of all encumbrances and other charges.

6.6 The RFU grants you a licence to use photographs or images taken by you at the Ground for personal, non-commercial use. Save for such permitted use, any persons attending a Match shall not record, use or transmit over the internet, radio, television or any other current or future media, any sound, image, recording or description of the Match or the Ground (including any results, statistics, information or other data in respect of the Match, whether in whole or in part) or assist any other person(s) conducting such activities. For the avoidance of doubt, still photographs, film, videotape or other audio-visual material recorded within the Ground may not be sold, used or published commercially in any way whatsoever unless authorised by the RFU and may be confiscated by the RFU if such usage is suspected.

6.7 Betting is prohibited in the Ground at all times.

7. CONSEQUENCES OF YOUR BREACH

7.1 We reserve the right to: (i) cancel and withdraw any Ticket that has been acquired, purchased, transferred, or used in breach of these Terms; and (ii) refuse admission to, or eject from, the Ground any person who fails to comply with these Terms or the Ground Rules.

7.2 We reserve the right in the case of any breach of these Terms and/or the Ground Rules, to exclude you from applying for and/or purchasing Ticket(s) and/or entering the Ground in future. In the case of Eligible Entities and Eligible Individuals we may remove all or part of your entitlement to a Ticket allocation for future Matches or other benefits we provide to you and, in the case of Eligible Entities, we may impose a financial and/or other sanction on you.

7.3 If we exercise our rights pursuant to Sections 7.1 or 7.2, no refund or compensation will be paid. Our rights in Sections 7.1 and 7.2.5.2 are without prejudice to any other remedies we may have.

8. LIMITATION OF LIABILITY

8.1 If you are a Consumer:

8.1.1 The Ticket provided to you is only for your domestic and private use and you agree not to use the Ticket for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity;

8.1.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time that you purchased the Ticket;

8.1.3 We shall not be responsible for any interruptions and/or restrictions to your view of the Match caused by virtue of the: (i) position of your seat where we have notified you before you acquired or purchased your Ticket that the seat has a restricted view; and/or (ii) actions of players, Match officials or other spectators; and

8.1.4 Except as otherwise set out in these Terms, and to the fullest extent permitted by Applicable Law, we shall have no liability in respect of any delay or failure to stage a Match or delay or failure to admit you to the Ground to view a Match or for anything else referred to in these Terms, caused by any circumstances outside of our reasonable control.

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8.2 If you are NOT a Consumer:

- 8.2.1 We exclude 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 our negligence or any other liability which cannot be excluded under Applicable Law;
- 8.2.2 We shall not be responsible for any interruptions and/or restrictions to your view of the Match caused by virtue of the: (i) position of your seat where we have notified you before you purchased your Ticket that the seat has a restricted view; and/or (ii) actions of players, Match officials or other spectators;
- 8.2.3 Except as otherwise set out in these Terms, and to the fullest extent permitted by Applicable Law, we shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms, including any delay or failure to stage a Match or delay or failure to admit you to the Ground to view a Match or for anything else referred to in these Terms, caused by any circumstances outside of our reasonable control; and
- 8.2.4 Subject to Sections 8.2.1 to 8.2.3, our total liability in respect of our breach of these Terms and/or your use of a Ticket, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed the amount paid by you to us for the Ticket.

8.3 Notwithstanding any provision of these Terms, we do not seek to exclude or limit our liability: (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by our negligence or the negligence of any of our officers, employees or agents; or (iii) for any other matter for which it is not possible to exclude or limit liability by law.

9. **OTHER IMPORTANT TERMS**

- 9.1 By applying for and/or using a Ticket you consent to us processing your personal data in accordance with our Privacy Policy.
- 9.2 These Terms are between us and each person or entity to which Ticket(s) are sold, issued, transferred, or used by from time to time. We shall be entitled to enforce these Terms against any person or entity that has acquired, held, sold, transferred or otherwise used or attempted to use Ticket(s).
- 9.3 We reserve the right to make changes to these Terms and the Ground Rules. Material changes will be notified to you by being put on display at the Ground and/or on the Website. Such changes will apply to Ticket(s) acquired or purchased on or after the date the changes are made.
- 9.4 The invalidity or partial invalidity of any provision of these Terms shall not prejudice or affect the remainder of these Terms, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of these Terms 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.
- 9.5 Any failure by us to exercise, or delay in exercising, any right, power or remedy provided by these Terms, the Ground Rules or by law shall not constitute a waiver of that right, power or remedy.
- 9.6 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and may subcontract or delegate in any manner any or all of our obligations under these Terms to any third party or agent. This shall not affect your rights under these Terms. You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under these Terms.
- 9.7 If you are a Consumer:

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- 9.7.1 you have legal rights if we do not comply with our obligations in these Terms with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights; and
- 9.7.2 please note that these Terms are governed by English law. This means that your use of the Ticket and any dispute or claim arising out of or in connection with it (including in relation to any non-contractual disputes or claims) will be governed by English law. You can bring legal proceedings in respect of these Terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.
- 9.8 If you are NOT a Consumer:
- 9.8.1 these Terms and any contractual or non-contractual dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. We and you hereby submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising out of or in connection with these Terms (including in relation to any non-contractual disputes or claims);
- 9.8.2 7.8.2 you confirm that you have authority to bind the entity on whose behalf you are applying for and/or using Ticket(s);
- 9.8.3 7.8.3 these Terms together with the Ground Rules constitute the entire agreement between you and us in relation to the purchase and use of Ticket(s) and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to the same; and
- 9.8.4 7.8.4 you confirm that you are not relying on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Ground Rules provided that nothing in this Section 9 shall exclude our liability for fraudulent misrepresentation.

8. CONTACTING US

You can contact us about these Terms by telephoning our customer service team at 020 8831 6666 or by contacting us via www.EnglandRugby.com/TicketHelp.