

## FAW TERMS AND CONDITIONS OF TICKET SALE

The Football Association of Wales (FAW) is committed to ensuring the health and safety of supporters and persons working our events by providing a safe and secure environment.

Notwithstanding the above, the FAW cannot completely eradicate the risk of COVID-19 and if you feel uncomfortable with the risk of attending a Match, you should not attend.

Please do not attend the Match if you are presenting any COVID-19 symptoms.

### 1. Definitions

The following definitions apply in these Conditions of Ticket Sale:

**"Conditions of Ticket Sale"** means these terms and conditions governing the sale, issue and use of a Ticket.

**"Ground"** means the football ground hosting the Match.

**"Ground Rules"** means those ground rules issued by the owner or operator of the relevant Ground from time to time that set out the terms and conditions upon which supporters are granted entry to the Ground (links to which are available below).

**"Match"** means any Match staged by the Football Association of Wales Limited ("FAW").

**"Site"** means The FAW's online store for the purchase of Tickets at [www.faw.cymru/tickets](http://www.faw.cymru/tickets)

**"Ticket"** means a printed paper ticket or digital ticket (and/or any rights arising out of or in connection with that paper ticket or digital ticket) for admission to a Match.

**"Terms & Conditions of Entry"** means: -

- (a) each of the rules and regulations of FIFA, UEFA and the FAW;
- (b) the Ground Rules;
- (c) these Conditions of Ticket Sale;
- (d) the [FAW Sanction Policy](#) and
- (e) the [FAW Refund Policy](#)

**"Terms of Use"** means the terms which govern your use of the Site, which are available [HERE](#).

### 2. Ordering tickets through the Site

- 2.1. Your use of the Site is subject always to our Terms of Use, which you must comply with at all times when using the Site.
- 2.2. To place an order for Tickets please follow the instructions on the Site. Please note certain Tickets are only available to members of the Red Wall who will be required to enter in their login details to place an order. You will be given the opportunity to check the details of your order before you confirm it.
- 2.3. When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order ("Order Confirmation"). The contract between you and the FAW will be formed when the FAW sends you the Order Confirmation.

### **3. Pricing and Payment**

- 3.1. All orders are subject to availability and confirmation of the order price.
- 3.2. In the event the FAW discovers an error in the price of any Tickets which you have ordered, the FAW will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. In the event the FAW is unable to contact you, it will treat the order as cancelled. If you choose to cancel your order and you have already paid for the Tickets, you will receive a full refund within 14 days.
- 3.3. If, for any reason other than a breach by you of these Conditions of Ticket Sale, the FAW is unable to supply you with a Ticket, for example because that Ticket is no longer available, the FAW will inform you by email as soon as possible. If you have already paid for that Ticket, you will receive a full refund within 14 days.
- 3.4. Prices are inclusive of VAT at the applicable rate. Delivery costs and booking fees will be charged in addition. Such additional charges are clearly displayed on the payment screen on the Site prior to completing your order.
- 3.5. Payment may be made by credit or debit card (Visa Debit and Credit, MasterCard and Maestro). Upon receiving your order, the FAW will carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Tickets will not be dispatched until this pre-authorisation check has been completed. Your card will be charged or debited once the order has been accepted.

### **4. Delivery**

- 4.1. Delivery of an order shall be completed when the FAW delivers the Tickets to the address (or in the case of digital Tickets the email address) registered on the account when you place your order or, where orders are for collection, when Tickets are collected by you. Tickets will be your responsibility from that time.
- 4.2. If Tickets are returned to the FAW undelivered the FAW will attempt to contact you to arrange redelivery or require you to collect your Tickets in person. You may be required to pay an additional redelivery charge for Tickets that are re-sent to you. If the FAW is unable to redeliver Tickets to you within a reasonable period prior to the relevant Match, you will be deemed to have forfeited the Tickets.
- 4.3. If you order Tickets within 5 working days (Monday to Friday inclusive except for any public holiday in England and Wales) of the relevant Match, the FAW may require you to collect them in person.

### **5. Issue of Tickets**

- 5.1. The issue of a Ticket and subsequent access to the Ground is subject to the Terms & Conditions of Entry.
- 5.2. By applying to purchase a Ticket and/or using the same you hereby warrant and represent that:
  - 5.2.1. you are a supporter of the team whose name is endorsed upon that Ticket; and
  - 5.2.2. you are not subject to a current statutory banning order by the courts or further ban by the FAW.

### **6. Admission to the Ground**

- 6.1. Use of a Ticket constitutes acceptance of the Terms & Conditions of Entry.

- 6.2. A Ticket permits you to occupy, at the relevant Match (but not otherwise), the seat indicated on that Ticket or such other alternative seat as the FAW and/or Ground owner/operator may allocate to you, acting reasonably. No adult admission to family areas unless accompanying children; purchase and use of family enclosure tickets may be subject to restrictions and/or terms issued by the FAW from time to time.
- 6.3. For the avoidance of doubt, any attempt to gain access to the Ground wearing the colours of a team other than the name of any team's supporters' area endorsed on the face of your Ticket may result in admission being refused or you being ejected from the Ground and in such circumstances no refund or alternative seat will be offered.
- 6.4. Save as set out in clause 6.5 below, you shall not bring into (or use within) the Ground any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a Match or any aspect of it. Any person acting in breach of this provision shall be required to deliver up films, files, tapes or discs of such recording to the FAW and copyright in any unauthorised recording or transmission is assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to the FAW.
- 6.5. Subject to the provisions of clause 6.4 above, mobile telephones are permitted within the Ground, provided that they are used for bona fide personal and private purposes only.
- 6.6. Save for official team merchandise and/or other football related clothing worn in good faith and in accordance with clause 6.3 above, you shall not bring into, use or display within the Ground any sponsorship, promotional or marketing materials.
- 6.7. You shall not bring or attempt to bring into the Ground any of the following: (i) bottled or canned foods or beverages; (ii) any other foodstuffs; (iii) any alcoholic beverage whatsoever (iv) laser devices; (v) air horn; or (vi) any article which may be used as a weapon or missile (for example, a firework or flag stick). Refreshment facilities will be made available inside the Ground.
- 6.8. You shall not offer (either free or for sale by any person) within the Ground any goods (including literature) of any nature without the express written permission of the FAW.
- 6.9. Each person attending a Match at the Ground consents to: (i) the recording of his or her likeness and/or voice by any means (including, but not limited to, audio and visual recordings by television cameras and photographers) (together "Image"); and (ii) the commercial exploitation throughout the world of his/her Image by any means and without compensation.
- 6.10. The FAW and the Ground owner reserve the right to refuse admission or eject from the Ground any person who fails to comply with the Terms & Conditions of Entry.

## **7. Non-transfer of Tickets**

- 7.1. A Ticket is issued for your sole use and you shall not resell or (save as set out in clauses 7.3 and 7.4 below) transfer any Ticket to any other person without the prior written consent of the FAW.
- 7.2. Without prejudice to the general wording set out in clause 7.1 above, no Ticket may:
- 7.2.1. be used for any promotional or commercial purpose whatsoever (including, by way of example, in any competition, auction, give-away, lottery or as a premium); or
  - 7.2.2. be transferred, lent or sold to any third party for use as part of a hospitality or travel package; or
  - 7.2.3. be given to any third party who agrees to buy a good or service in return, unless you have the prior written consent of the FAW.

- 7.3. If more than one Ticket is issued to you, one Ticket must be retained by you for your personal use (subject to clause 7.4 below) and the remainder may be transferred to the natural person(s) intending to accompany you to the Match, provided that:
- 7.3.1. such person(s) is/are known to you and would be entitled (under the Terms & Conditions of Entry) to purchase such a Ticket;
  - 7.3.2. such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket;
  - 7.3.3. such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;
  - 7.3.4. such transfer is subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 9) apply to such person as if he/she were the original purchaser of the Ticket (and you must inform the person of this); and
  - 7.3.5. you must provide the name and address of such person(s) when asked to do so by any official, steward or employee of the FAW or the Ground owner/operator or any police officer.
- 7.4. In the event that you and/or the person(s) intending to accompany you to the Match are unable to use any Ticket then you may transfer the Ticket(s) to another natural person, provided that:
- 7.4.1. such other person(s) is/are known to you and would be entitled (under the Terms & Conditions of Entry) to purchase such a Ticket;
  - 7.4.2. such transfer takes place in consideration of no payment or benefit in excess of the face value of the Ticket;
  - 7.4.3. such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business;
  - 7.4.4. such transfer is subject to the Terms & Conditions of Entry which will (save for any rights to transfer under this clause or any rights to a refund under clause 8) apply to such other person as if he/she were the original purchaser of the Ticket (and you must inform the other person of this); and
  - 7.4.5. you must provide the name and address of such other person(s) when asked to do so by any official, steward or employee of the FAW or the Ground owner/operator or any police officer.
- 7.5. All Tickets will remain the property of the FAW at all times and must be produced together with evidence of your identity if required to do so by any official, steward or employee of the FAW, the Ground owner/operator or any police officer. The FAW reserves the right to retain any Ticket at any time.
- 7.6. If a Ticket is obtained or used in breach of the Terms & Conditions of Entry, the Ticket will automatically be void, the Ticket will be cancelled, all rights conferred or evidenced by the relevant Ticket shall be nullified the holder may be refused entry to, or ejected from, the Ground, and no refund will be payable.
- 7.7. The unauthorised sale or disposal of a Ticket is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006. The FAW will inform the police when it becomes aware that tickets are being sold illegally and will press for charges to be brought against those breaking this law.

- 7.8. The FAW further reserves its right to take any legal or disciplinary action against any appropriate persons as it sees fit in connection with such matters.

## **8. Changes to Dates and Refunds**

- 8.1. The FAW does not guarantee that the Match will take place at a particular time or on a particular date. The FAW reserves the right to reschedule any Match without notice.
- 8.2. In the event of the postponement of a Match before kick-off you will be entitled to free admission to any rearranged Match upon presentation of your Ticket.
- 8.3. In the event of the abandonment of a Match after kick-off you will be entitled to free admission to any rearranged Match upon presentation of your Ticket.
- 8.4. In the event that the FAW is forced to hold a Match 'behind closed doors' or the postponed or abandoned Match is: (i) not re-arranged; or (ii) a Ticket holder is unable to attend a rearranged Match, Ticket holders shall be entitled to a refund in accordance with the FAW's Ticket Refund Policy.
- 8.5. Subject to clause 11.1, the FAW and/or Ground owner will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, loss of enjoyment or travel or accommodation costs.

## **9. Lost or Stolen Tickets**

- 9.1. In order to gain admission to the Ground a Ticket must be presented in its entirety at the Match.
- 9.2. The FAW and/or Ground owner shall not issue any replacement for a lost, stolen or destroyed Ticket.

## **10. Cancellation & Withdrawal of Ticket**

- 10.1. You will not be able to cancel your order and/or seek a refund for your Tickets once ordered, except in accordance with the FAW's Ticket Refund Policy or in accordance with your rights as a consumer under law (for which please contact your local Citizen's Advice Bureau).
- 10.2. Without prejudice to any other remedies it may have, the FAW shall have the right in the case of any serious or persistent breach of these Terms & Conditions of Entry to cancel and withdraw any Ticket issued to you. In the event of such cancellation no refund will be paid. By way of example, the following circumstances are each considered by the FAW to constitute a serious breach of the Terms & Conditions of Entry:
- 10.2.1. smoking in any part of the Ground;
  - 10.2.2. persistent standing in seated areas or gangways whilst the Match is in progress;
  - 10.2.3. using foul, obscene, abusive, racist language and/or gestures;
  - 10.2.4. possession of any banner or flag which bears material or slogans which are offensive, obscene, abusive or racist;
  - 10.2.5. throwing any object which may cause injury or damage to people or property;
  - 10.2.6. any breach in relation to clauses 6.4 and/or 6.5;
  - 10.2.7. unauthorised sale or transfer of any Ticket to any person (which shall include an attempt to sell or transfer a Ticket);

10.2.8. misuse of any Ticket;

10.2.9. any misrepresentation in relation to clause 5.2;

10.2.10. the supply of any misleading or incorrect information in any application; and/or any failure to pay or default of payment in respect of any sums owing to the FAW (or any other relevant party) in respect of any Ticket.

10.2.11. failing to comply with the FAW Supporter Code of Conduct.

10.3. In the event that your Ticket is withdrawn or cancelled the FAW reserves the right to exclude you from applying for or receiving any future Match ticket at its discretion. Your name, identifying details and/or any photographs of you (including, but not limited to, any material being personal and/or sensitive personal data as defined under the Data Protection Act 2018) may be passed to a club, competition, the police and/or such other appropriate authority as the FAW sees fit.

## **11. Exclusion of Liability**

11.1. If the FAW fails to comply with these Conditions of Ticket Sale, the FAW is responsible for loss or damage you suffer that is a foreseeable result of the FAW's breach of these Conditions of Ticket Sale or the FAW's negligence, but the FAW is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the FAW's breach or if it was contemplated by you and the FAW at the time that you and the FAW entered into a contract pursuant to these Conditions of Ticket Sale.

11.2. Subject to clause 11.1, and to the maximum extent permitted by law, the FAW and Ground owner hereby exclude any liability for loss, injury or damage to persons/property in or around the Ground.

11.3. Neither the FAW nor the Ground owner shall be responsible for any interrupted and/or restricted view of the Match caused by virtue of: (i) the position of the seat; and/or (ii) the action of other spectators.

## **12. Other important terms**

12.1. The FAW processes information about you that you provide when placing an order on the Site in accordance with the FAW's Privacy Policy, which can be found [HERE](#). By providing this information you consent to such processing and you warrant that all information provided by you is accurate.

12.2. No other person shall have any rights to enforce any terms of a contract made between you and The FAW pursuant to these Conditions of Ticket Sale.

12.3. The FAW may transfer its rights and obligations under a contract with you to another organisation, but this will not affect your rights or the FAW's obligations under these Conditions of Ticket Sale.

12.4. You may only transfer your rights or your obligations under these Conditions of Ticket Sale to another person if the FAW agrees in writing.

12.5. If any part of these Conditions of Ticket Sale is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by the FAW to enforce its rights or remedies under these Conditions of Ticket Sale or otherwise shall not be construed as a waiver by the FAW of those or any other rights or remedies.

12.6. These Conditions of Ticket Sale (including any dispute or claim arising out of or in connection with it) are governed and construed in accordance with the law of English and Wales. You and the FAW both agree that

the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

### **13. Contact Us**

- 13.1. If you have any comments, questions or complaints about Tickets you wish to purchase or have purchased from the FAW please contact [tickets@faw.co.uk](mailto:tickets@faw.co.uk) .

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#### **Principality Stadium**

For Principality Stadium Ground Rules and T&Cs which are in effect for this event, please go to the stadium website at <http://https://www.principalitystadium.wales/information/> or telephone 0870 013 8600.

#### **Cardiff City Stadium**

For Cardiff City Stadium Ground Rules and T&Cs which are in effect for this event, please go to the stadium website at <http://www.cardiffcityfc.co.uk/> or telephone 03333 111920.

#### **Liberty Stadium**

For Liberty Stadium Ground Rules and T&Cs which are in effect for this event, please go to the stadium website at <http://www.liberty-stadium.com/> or telephone 0844 815 6665.

#### **Racecourse Ground**

For Racecourse Ground Rules and T&Cs which are in effect for this event, please go to the website at <http://https://www.wrexhamafc.co.uk/> or telephone 01978 891864.

#### **Parc Y Scarlets**

For Parc Y Scarlets Ground Rules and T&Cs which are in effect for this event, please go to the website at <https://www.parcyscarlets.com/> or telephone 01554 783900.