2024/25 Everton FC Ticket Terms and Conditions

These terms and conditions (these "**Terms**"), together with the Club's privacy policy (https://www.evertonfc.com/content/privacy/efc-privacy-policy), Ground Regulations (https://www.evertonfc.com/tickets/useful-information/ground-regulations), Supporter Code of Conduct and (if you use the Website) website terms of use (www.evertonfc.com/content/terms-and-conditions) (this "**Agreement**"), provide you with information about the Club and set out the legal terms and conditions on which the Club sells you the Ticket(s) and governs any use of the Ticket(s).

Please read this Agreement carefully and make sure that you understand it before buying the Ticket(s) and before using any Ticket(s). These terms tell you who we are, how we will provide Tickets to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

Purchaser: If you are the purchaser of any Ticket(s) then you are referred to in this Agreement as a "Purchaser". If the Purchaser is not the Named Ticket Member, then the Purchaser will bring the terms of this Agreement to the attention of the Named Ticket Member and ensure that the Named Ticket Member complies with the terms of this Agreement.

Named Ticket Member: If the Ticket(s) are issued in your name, whether you purchased those Ticket(s) or someone else paid for them but designated you as the ticket holder, then you are referred to in this Agreement as a "Named Ticket Member". By entering the Stadium or otherwise using any Ticket or exercising any rights under this Agreement, the Named Ticket Member: (i) confirms that they have read and understood the terms of this Agreement and agrees to comply with these terms; and (ii) agrees that it will bring the terms of this Agreement to the attention of any Guest that it permits to use any of its Ticket(s) and shall ensure that each such Guest complies with the terms of this Agreement.

Guest: If you attend any Match using a Ticket of a Named Ticket Member in accordance with the terms of this Agreement, then you are referred to in this Agreement as a "Guest". By entering the Stadium or otherwise using any Ticket or exercising any rights under this Agreement, each Guest should ensure that they have read and understood the terms of this Agreement and must comply with this Agreement.

1 ISSUE OF TICKET(S) AND ELIGIBILITY

Purchase of Ticket(s)

1.1 The price for each Ticket shall be as set out on the Website or as otherwise notified by the Club at the time of purchase. All prices are inclusive of VAT.

1.2 When the Purchaser applies to purchase the Ticket(s), the Purchaser is offering to buy Ticket(s) at the fee stated in Section 1.1 which, if accepted by the Club, will result in a binding contract. It is therefore important that the Purchaser reads and accepts this Agreement before submitting their order.

1.3 The fee for each Ticket is payable by the Purchaser to either (at our discretion) (i) GPSL, a group company of the Club, or (ii) the Club.

1.4 Where the Purchaser buys Ticket(s) online:

a) once the Purchaser has completed their order, they will be asked to confirm that it is correct. If it is not, the Purchaser can amend or cancel the order before submitting it. It is the Purchaser's responsibility to ensure the order is correct before submission. Payment will be taken when the Purchaser clicks the 'confirm' button (or equivalently marked button). This does not mean that the Club has accepted the Purchaser's offer, and the Purchaser will be refunded in the unlikely event that the Club refuses the offer;

b) the Club will send a confirmation email to the Purchaser on receipt of the order. This is not an acceptance of the Purchaser's offer, but an acknowledgement that the Club has received the order and that the Everton Fan Centre is processing it; and

c) the contract between the Club and the Purchaser will be formed when the Club sends an email to the Purchaser confirming that the order has been completed.

1.5 The Purchaser may choose to purchase any Season Ticket(s):

a) in full on a credit or debit card;

b) where eligible and subject to credit checks and the payment of a £40 transaction fee, on a twelve-, eleven-, ten-, or (for new Season Ticket Members) nine-month payment plan and credit agreement provided by Premium Credit entered into directly between the Purchaser and Premium Credit;

c) using any existing credit balance the Purchaser may have on their online account;

d) using any eligible points collected through Everton Rewards (the Club's loyalty scheme), subject to having a minimum of 1,000 points on their Everton Rewards account and having set / confirmed their goals within the last 12 months; or

e) via any other methods made available by the Club from time to time.

1.6 Each of the payment options set out above are subject to any additional terms and conditions which are applicable to the relevant method, as may be amended by the Club (or, where applicable, its third-party payment partners) from time to time.

1.7 If the payment method or details are declined when GPSL or the Club (as applicable) attempts to take payment for any Ticket(s) or any other associated fees, the Club will try to contact the Purchaser (using the contact details provided in their application) to arrange payment. The Stadium's access control system will not permit the Named Ticket Member and/or Guests attempting to use the affected Ticket(s) entry to the relevant Match(es) until full payment is received. The affected Ticket(s) may be cancelled if the Club is not successful in contacting the Purchaser having made reasonable attempts to do so and the Purchaser has not contacted the Club and the Purchaser will be liable to the Club for any bank, other administrative charges and/or expenses incurred by the Club and/or GPSL as a result of any failed attempted payments.

1.8 Once a Ticket has been purchased in accordance with Section 1.4, this Agreement shall remain in full force and effect (unless terminated earlier in accordance with the terms of this Agreement):

a) for Season Ticket(s) until the end of the 2024/2025 Season ; and

b) for Match Ticket(s), until the end of the day on which the Match is played,

(in each case the "**Agreement Term**").

1.9 All Ticket(s) (including, without limitation, each Season Ticket) will remain the property of the Club at all times and must be produced together with evidence of the Named Ticket Member's (or Guest's) identity if required to do so by any official, steward or employee of the Club or any police officer. The Club may require the immediate (temporary or permanent) return of a Ticket (including, without limitation, a Season Ticket) at any time if it reasonably suspects the Named Ticket Member and/or Guest has breached the terms of this Agreement.

1.10 Whilst the Club makes every effort to ensure that pricing and ticketing information provided on, but not limited to, the Website or any other literature or by a sales representative is correct at all times, it is always possible that, despite our best efforts, some of the Ticket(s) we sell may be incorrectly priced or described. If the Club discovers an error in the price or nature of the Ticket(s) the Purchaser has ordered, the Club will try to

inform the Named Ticket Member as soon as possible, and give the Named Ticket Member the option of reconfirming the Named Ticket Member's order at the correct price/specification (and paying the difference in price to GPSL or the Club, if applicable), or cancelling it. If the Club is unable to contact the Named Ticket Member, it will unfortunately have to treat the order as cancelled. If the order is cancelled, a full refund will be provided via the payment method used to purchase the Ticket.

1.11 If the Named Ticket Member is not the Purchaser, then the Purchaser confirms that the Named Ticket Member would be entitled to purchase the relevant Ticket(s) and attend the relevant Match(es) in accordance with the terms of this Agreement.

1.12 Once purchased, the Purchaser is not entitled to cancel or change their Ticket(s) (save that a Concession Ticket may be upgraded on payment of the applicable supplement in accordance with section 2.3) because the rights of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to this Agreement. However, each Purchaser, Named Ticket Member and Guest has legal rights if the Club does not comply with its obligations owed to them in this Agreement with to provide services the Purchaser, Named Ticket Member or Guest with reasonable care and skill. Advice about the Purchaser, Named Ticket Member or Guest's legal rights is available from the local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights.

1.13 Subject to Sections 1.13 and 1.14 below, all Season Tickets will be issued as digital tickets using such technology as the Club may decide to use from time to time.

1.14 Should any Named Ticket Holder choose to have a physical Season Ticket, the Purchaser may request one at an additional charge of £10 for each Season.

1.15 If any Named Ticket Holders are aged 90 or over on 1 September 2024, they will automatically receive a physical Season Ticket, free of charge.

1.16 Should any purchased physical Season Ticket not arrive in the post after purchase, the Purchaser or Named Ticket Member must notify the Club as soon as possible and the missing Season Ticket will be deactivated. There will be no charge for the issue of a duplicate Season Ticket in this instance.

1.17 For the avoidance of doubt, each Season Ticket may be issued in both digital format and physical format, but only one be will be valid for entry into a single Match.

Eligibility to purchase Ticket(s)

1.18 Ticket(s) (save for those expressly referred to as being located in the Away Fans Area of the Stadium) are for the use of supporters of the Club only. Each Named Ticket Member and Guest (other than for the Away Fans Area of the Stadium) confirm that they are supporters of the Club and the Named Ticket Member will only allow Guests who are supporters of the Club to use such Ticket(s).

1.19 Ticket(s) in the Home Fans Area are available for use by Home Fans only. Ticket(s) in the Away Fans Area are available for use by Away Fans only.

1.20 If the Named Ticket Member uses a Match Ticket for a seat located in the Away Fans Area of the Stadium, the Named Ticket Member is not permitted to transfer it for a seat located in the Home Fans Area of the Stadium or vice versa (regardless of whether the Named Ticket Member is asked to leave that section of the Stadium and/or where there is space in the opposing area).

Terms applying to the Named Ticket Member and Guests

1.21 Any Named Ticket Member or Guest may be required at any time whilst at the Stadium to hand over or present their Ticket for inspection by the Club and to prove that they are entitled to use the relevant Ticket in accordance with Section 8.3 or 8.4.

1.22 To access the Stadium, a Named Ticket Member or Guest must present the Ticket at the turnstile reader as directed by the turnstile operator. Admission will be refused to any person who attempts to use the same Ticket (whether that be in both digital and physical format or otherwise) on more than one occasion at the same Match, or use a Ticket which has been cancelled.

1.23 A Match Ticket does not grant any priority in respect of Ticket(s) for other Matches or any other events at the Stadium or in relation to any other stadium and a Season Ticket does not grant any priority in respect of Ticket(s) for Matches not included in that Season Ticket or any other events at the Stadium or in relation to any other stadium.

1.24 The Club may from time to time create images, audio footage and/or audio-visual footage which may show any Named Ticket Member(s) and/or Guest(s) attending the Stadium. The Club owns all rights in such images and footage and each Named Ticket Member acknowledges (and will ensure that any Guest acknowledges) that the Club and its commercial partners shall be entitled to use the images and footage for the purpose of: (i) promoting the Club and its commercial partners; and (ii) any other commercial activity, provided such use does not intentionally harm the reputation of the relevant individual whose image is used. Each Named Ticket Member acknowledges (and will ensure that any Guest acknowledges) that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by the Club or by a third party, such as a law enforcement body) to identify that person as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of this Agreement.

1.25 Each Named Ticket Member and Guest agrees that the Matches for which Ticket(s) are used are public, and that their appearance and actions inside and in the perimeter of the Stadium where a Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Matches.

1.26 Save as set out in Section 1.27 below, no Named Ticket Member or Guest shall capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any Material in relation to the Match, any players or other persons present in the Stadium, nor may the Named Ticket Member or Guest bring into the Stadium or use within the Stadium (or provide to, facilitate or otherwise assist another person to use within the Stadium) 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 temporarily confiscated (until such time as the relevant Material is permanently deleted) and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Material (and all copies thereof) in whatever form, to the Premier League and/or the Club (or any relevant broadcaster). In addition, the Club reserves the right to eject the Named Ticket Member or Guest from the Stadium in circumstances where they breach this Section 1.26.

1.27 Mobile telephones and other mobile devices are permitted within the Stadium provided that: (i) they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and (ii) no Material that is captured, logged, recorded, transmitted, played, issued, shown or otherwise

communicated by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.

1.28 Each Named Ticket Member acknowledges and agrees that (and will ensure that any Guest acknowledges and agrees) that any copyright, database right and all other rights, title and interest in and to all Material that the Named Ticket Member or Guest produces at the Stadium in relation to the Match, the Stadium and/or any players and other persons present in the Stadium (whether produced in breach of Section 1.26 above, or pursuant to Section 1.27 above, or otherwise) will be assigned, on creation, to the Club and/or the Premier League (or any relevant broadcaster), including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. The Named Ticket Member or Guest further agrees (if and whenever required to do so by the Club and/or the Premier League and/or the relevant broadcaster) to promptly execute all instruments and do all things necessary to transfer the right, title and interest in such rights to the Club and/or the Premier League (or any relevant broadcaster) absolutely and with full title guarantee.

1.29 Each Named Ticket Member and Guest is responsible for the security of their belongings and property whilst at the Stadium. Large bags will not be allowed into the Stadium and the Club does not provide storage facilities for such bags or similar items.

1.30 Save for official Club merchandise and/or other football-related clothing worn in good faith, no Named Ticket Member or Guest shall bring into, use, wear or display within the Stadium any sponsorship, promotional or marketing materials.

1.31 No Named Ticket Member or Guest shall offer or distribute (either for free or for sale by any person) within the Stadium any consumer article or commercial product of any nature. For the avoidance of doubt, this Section shall not prevent the lawful distribution of text publications in any format which do not breach Section 1.26 above where both the content and the publication are lawful in all respects and do not in the Club's reasonable opinion constitute a threat to public order.

1.32 The Club reserves the right to refuse admission to, or eject from, the Stadium any person including (but not limited to) anybody who fails to comply with these Terms and/or the Ground Regulations and/or the Supporter Code of Conduct and any such person shall become a trespasser immediately upon such failure to comply with these Terms and/or the Ground Regulations and/or the Supporter Code of Conduct.

1.33 Save for Away Fans, any attempt by a Named Ticket Member or Guest to gain access to the Stadium wearing or carrying apparel that demonstrates support for any football team other than the Club may result in admission being refused or that Named Ticket Member or Guest being ejected from the Stadium and in such circumstances no refund or alternative seat will be offered.

1.34 Before entering the Stadium, the Named Ticket Member or Guest may be asked to undertake temperature checks and/or any other testing regarded as prudent in order to safeguard against Coronavirus. Please refer to Section 16 for more information on how the Club is handling the Coronavirus pandemic.

1.35 The Club does not guarantee that the team for any particular Match will necessarily only be selected from the Club's regular First Team players.

1.36 The issue of Ticket(s) by the Club and subsequent access to the Stadium for Named Ticket Members and Guests is conditional upon the rules and regulations of the Football Authorities.

2 SEASON TICKETS

This Section 2 sets out the specific provisions applicable to the purchase and use of Season Ticket(s).

Use of Season Ticket(s)

2.1 A full Season Ticket provides access to all Home Matches played by the Club in the Premier League during the relevant Season.

2.2 If a Season Ticket is purchased by direct debit, failure to complete any payments by the due date for payment may result in cancellation of that Season Ticket and no refunds shall be made in respect of services already provided to the Named Ticket Member (or the Named Ticket Member's Guests) by the Club.

2.3 The Named Ticket Member may not downgrade the Named Ticket Member's Season Ticket but subject to the payment of the relevant fee may upgrade the Season Ticket for any particular Match at the discretion of the Club. The Club will typically allow upgrades of the following types:

a) a Kid to a Junior, Young Adult (18 – 21), Young Adult (22 – 24) or Adult;

b) a Junior to Young Adult (18 – 21), Young Adult (22 – 24) or Adult;

c) a Young Adult (18 – 21) to a Young Adult (22 – 24) or Adult; or

d) a Young Adult (22 – 24) to Adult.

2.4 Upgrade prices will be calculated in accordance with the individual Match Ticket price minus the pro-rata amount paid when purchasing the discounted Season Ticket. If the Named Ticket Member is found guilty of abusing the foregoing, the Named Ticket Member will have their Season Ticket withdrawn. For the purposes of this Agreement: (i) a "**Kid**" is defined as a person aged 10 or under on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; (ii) a "**Junior**" is defined as a person aged between 11 and 17 years (inclusive) on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; (iii) a "**Young Adult (18 – 21)**" is defined as a person aged between 18 and 21 years (inclusive) on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; (iv) a "**Young Adult (22 – 24)**" is defined as a person aged between 22 and 24 years (inclusive) on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; (v) an "**Adult**" is defined as a person aged between 25 and 64 years (inclusive) on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season; and (vi) a "**Concession**" is defined as a person who is aged 65 years or older on 1 September falling on or around the start of a Season in respect of which the Ticket(s) was purchased for that Season.

2.5 Any person entering the Stadium using an ineligible Season Ticket will have their Season Ticket withdrawn and no refund will be given in respect of any remaining Matches for the Season. The Club reserves the right in such cases to pursue a criminal prosecution and/or a civil remedy.

2.6 The Named Ticket Member must promptly notify the Everton Fan Centre in writing of any change of their address or other contact details.

2.7 The Club may at any time during the Season, at its own sole discretion cancel an individual's Season Ticket and will refund to the individual a pro-rated sum, calculated by the Club acting reasonably.

2.8 Given that the Club will be moving to a new stadium from the beginning of the 2025/26 Season, all Season Tickets for the Stadium will automatically terminate at the conclusion of the 2024/25 Season.

3 NON-ADULT TICKETS AND TICKETS FOR THE FAMILY ENCLOSURE

3.1 Kids, Junior, Young Adult (18 – 21), Young Adult (22 – 24) and Concession Season Ticket applications (as defined in Section 2.3

above) must be accompanied by a photocopy of a valid passport or birth certificate. Failure to produce the required identification will result in the Season Ticket being held back from release until this identification has been produced to the Club and the Club will not be responsible for, and shall not offer any refund in relation to, any Matches missed as a consequence. A Kid Season Ticket is only available for purchase with an accompanying Adult Season Ticket.

3.2 For Matches not included within a Season Ticket, the Club cannot guarantee that a Family Enclosure will be in operation.

3.3 For any Named Ticket Member or Guest that is 16 years old or under, their parent(s) and/or guardian(s) are responsible for their actions, conduct and compliance with these Terms and the Ground Regulations and the Supporter Code of Conduct.

3.4 Family Enclosure Season Tickets are eligible for family groups comprising of at least one Kid or Junior and one Adult per group and a maximum of two Adults to one Kid or Junior in the group.

3.5 In order to maintain the safety and security of young patrons, the Club recommends that any person aged between 15 and 17 years (inclusive) are accompanied to Matches by a responsible Adult or Young Adult. Any person aged 14 or under must be accompanied by a responsible Adult or Young Adult at all times and will not be permitted entry if they are unaccompanied.

3.6 Each Named Ticket Member and Guest expressly acknowledges and agrees that by using a Ticket in the Family Enclosure they shall conduct themselves in a manner that is appropriate for a section which is 'family friendly' and includes children. In this area each Named Ticket Member and Guest shall, in addition to the other Sections set out in these Terms and the Ground Regulations, refrain from using bad language, swear words or otherwise behaving in a manner which is inappropriate in a 'children friendly' enclosure. The Club will seek to enforce these Terms and the Ground Regulations relating to conduct and behaviour strictly.

4 NON-PREMIER LEAGUE HOME MATCHES

4.1 At the discretion of the Club, and in accordance with the requirements of Merseyside Police and Licensing Authority, the Club may offer for purchase Tickets for any non-Premier League Home Matches to Season Ticket Members before they go on sale to the general public. Details of sale dates will be published at the Stadium on Home Match days, on the Website and, where time permits, in the local press.

4.2 For certain non-Premier League Home Matches, in order to comply with competition regulations and in accordance with the provision of the Club's existing safety certificate, it may not be possible for the Club to offer all Season Ticket Members the opportunity of purchasing a Ticket for the seat they occupy at Premier League Home Matches. In this event, the Club will use reasonable efforts to offer the Named Ticket Member a reasonable alternative seat (subject to availability).

4.3 The Club may, at its own discretion, for any non-Premier League Home Match make all or any seating area inside the Stadium unreserved and may offer Tickets for sale on that basis. In this event it will not be possible for the Named Ticket Member to purchase a Ticket for the seat they normally occupy for Matches covered by their Season Ticket.

5 AUTOCUP SCHEME

5.1 The Club may operate a scheme to allow Season Ticket Members to sign up automatically to purchase Tickets for Home Matches in Cup Competitions (the "**AutoCup Scheme**").

5.2 The Named Ticket Member may join the AutoCup Scheme up to, but no later than, 30 November during the Season.

5.3 The Named Ticket Member will receive written notification prior to the start of the Season confirming the Home Matches for which the Named Ticket Member has applied (if applicable) at that point in time. Please note that receipts will not be issued on a match-by-match basis.

5.4 The Club will use reasonable efforts to notify the Named Ticket Member of prices and payment dates at least 14 days prior to the relevant Home Match via the Website, in the Club publications and in the Everton Box Office. The Named Ticket Member can also receive details by email by contacting the Everton Box Office with their email address.

5.5 If the Named Ticket Member has joined the AutoCup Scheme and the appropriate payment has been received, the Named Ticket Member's Season Ticket will be activated for the relevant Home Matches unless the Named Ticket Member is otherwise notified by the Club.

5.6 The Named Ticket Member is not permitted to cancel single Matches within the AutoCup Scheme, but the Named Ticket Member may cancel their entire participation in the AutoCup Scheme by notifying the Club in writing no later than five working days prior to the date of the next relevant Match to the Everton Box Office. If the Named Ticket Member cancels their participation in the AutoCup Scheme then: (i) the Named Ticket Member may not re-apply for the AutoCup Scheme during that same Season; (ii) where the Club has activated the Named Ticket Member's Season Ticket to allow entry to a Match pursuant to the AutoCup Scheme, the Club shall cancel such activation so that the Season Ticket will not permit entry into the Stadium for that Match; and (iii) where the Club has already issued the Named Ticket Member with a Ticket under the AutoCup Scheme for a Match that has not yet been played, the Named Ticket Member must return that Ticket to the Club no later than 72 hours prior to the date of the relevant Match (at the Named Ticket Member's cost) and such Tickets will not be refunded by the Club if the Club receives the Tickets after this time.

5.7 If the Named Ticket Member participates in the AutoCup Scheme then the Named Ticket Member must keep the Club updated in writing (not including e-mail) of any changes to the Named Ticket Member's payment details.

5.8 If the Named Ticket Member participates in the AutoCup Scheme but makes two failed payments during any Season, the Named Ticket Member's participation in the AutoCup Scheme will be cancelled and the Named Ticket Member will not be eligible to participate in equivalent schemes for future Seasons.

6 AWAY MATCHES, CUP SEMI-FINALS AND CUP FINALS

6.1 The Club's allocation for Away Match Tickets will vary depending upon the capacity of the host stadium and/or the competition rules and regulations.

6.2 Match Ticket Credits will be awarded with reference to the Named Ticket Member's customer number on a 'per Match per Match Ticket' basis and will only take effect once the Match in question has been played. Season Ticket Members will receive Match Ticket Credits when purchasing Ticket(s) for and attending domestic Away Matches in the Premier League and Matches (home and away) in any Cup Competition.

6.3 In the event that anticipated demand is likely to outdo supply (as determined by the Club), the Club may choose to only accept applications for purchase online. In these circumstances, ticket priority will be given to those Home Fans with the relevant number of Match Ticket Credits. The Club will announce any specific details for each Away Match once such details are determined.

6.4 In the event that the First Team progresses to the semi-final or final round of a Cup Competition, the Club shall give priority for the purchase of Tickets to Season Ticket Members with the highest number of Match Ticket Credits. The Club will announce any specific details for each such Match once such details are determined.

6.5 The Club offers no guarantee that any Season Ticket Member can purchase Ticket(s) in respect of Premier League Matches played at other stadiums.

6.6 In order to receive Match Ticket Credits for attending Away Matches, the Named Ticket Member must provide their customer number (and those of any Guests) at the point of sale. The Club will not retrospectively provide Match Ticket Credits for attending Away Matches in any circumstances.

6.7 The Club expects Home Fans attending Away Matches to uphold the good name and reputation of the Club. Home Fans at Away Matches agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club into disrepute.

6.8 The Club does not tolerate homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other). Any Home Fan who is found or is reported to be abusing any football player, supporter, member of staff or any other individual in or around an Away Match, including any travel to and from an Away Match, will face arrest and prosecution by the police, as well as action by the Club.

7 HOME FANS WITH A DISABILITY

7.1 This Section 7 applies if the Named Ticket Member is a Home Fan with a disability.

7.2 A Named Ticket Member with a disability may be entitled to an additional Ticket(s) for the use of a personal assistant or companion (a "**PA**") in accordance with the Club's "Disabled Supporters Ticketing Policy", available here: www.evertonfc.com/club/disabled-fans.

7.3 The Named Ticket Member and their PA must attend and gain access to the Stadium together. A PA cannot gain access separately.

7.4 A PA must not attend the Match on their own or with any non-disabled person. If the Named Ticket Member is unable to attend the Match please notify the Disabled Liaison Officer as soon as possible so that the Club can sell or donate the Named Ticket Member's place to another disabled supporter. Please note that stewards and Club staff will be carrying out checks of Ticket(s). All proven abuses of the disabled supporter's concessionary scheme will be dealt with severely and will result in the loss of the Named Ticket Member's Ticket. It may also result in criminal prosecution.

7.5 The Club is committed to assisting its disabled supporters' Match day experience and encourages participation in the Everton Disabled Supporters Association ("**EDSA**"). Contact details for Disabled Liaison and Access Support, are as follows (and may be updated from time to time on the Website): accessibility@evertonfc.com or 0151 705 9820. For accessibility ticketing enquiries, please contact our Accessibility Team by email to accessibility@evertonfc.com or by calling 0151 556 1878. Full information on the EDSA and disabled fan access to Matches at the Stadium may be found at: www.evertonfc.com/club/disabled-fans.

8 SALE OR TRANSFER OF TICKETS

8.1 Save as expressly set out in this Agreement, Ticket(s) are non-refundable and cannot be exchanged or transferred.

8.2 The Club issues the Ticket(s) to the Named Ticket Member for the Named Ticket Member's sole use. The Named Ticket Member shall not resell, dispose of, assign, lend or (save as set out in this Section 8) transfer their Ticket(s) (or the benefit of it or them) to any other person without the prior written consent of the Club. References in these Terms to reselling Ticket(s) includes offering to sell a Ticket, exposing a Ticket for sale, making a Ticket available for sale by another person and/or advertising that a Ticket is available for purchase. For the avoidance of doubt (and by way of example only), a Ticket may not be offered as a prize in any promotion or competition or transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another good or service or used for any other commercial purpose save as expressly authorised by the Club.

Match Tickets

8.3 If more than one Match Ticket is issued to the Named Ticket Member, one Match Ticket must be retained by the Named Ticket Member for their personal use and the other Match Ticket(s) may be transferred to a natural person (each, a "**Match Guest**") provided that:

a) the Match Guest is known to the Named Ticket Member personally;

b) it is for the Match Guest's personal use only;

c) the Match Guest would be entitled (under these Terms) to purchase such Match Ticket and attend such Match;

d) the sale or transfer takes place in consideration of no payment or benefit which is in excess of the face value of that Match Ticket; and

e) the sale or transfer does not take place during the course of any business or for the purpose of facilitating any third party's business.

Season Tickets

8.4 If more than one Season Ticket is issued to the Named Ticket Member, the Named Ticket Member may allow another natural person(s) (each a "**ST Guest**") to attend a Match using one of the Season Tickets, provided that the Named Ticket Member is also in attendance and:

a) it is for the ST Guest's personal use only;

b) the ST Guest would be entitled (under these Terms) to purchase such Ticket and attend such Match;

c) where the Season Ticket is transferred to a ST Guest, such transfer is made via and in accordance with the terms and conditions of the Ticket Transfer Portal;

d) where the Season Ticket is sold to a ST Guest, such sale is made via (and in accordance with the terms and conditions of) the Club's official Ticket Resale Platform.; and

e) where a Season Ticket is sold or transferred to a ST Guest: (a) the sale or transfer takes place for no payment or benefit which is in excess of the pro rata value of the Season Ticket for that Match (calculated as the total price for the Season Ticket divided by the total number of Matches covered by the Season Ticket); and (b) the sale or transfer does not take place during the course of any business or for the purpose of facilitating any third party's business.

8.5 If the Named Ticket Member cannot attend an individual Match included within their Season Ticket(s), the Named Ticket Member may transfer the use of their Season Ticket(s) for that Match either:

a) with the express written consent of the Club;

b) via (and in accordance with the terms and conditions of) the Ticket Transfer Portal; or

c) via (and in accordance with the terms and conditions of) the Club's official Ticket Resale Platform.

General

8.6 A resale or transfer of a Ticket by the Named Ticket Member to any Guest will be made in accordance with these Terms and the Ground Regulations which will (save for any rights to transfer under this Section 8 or any rights or obligations specific to the Named Ticket Member rather than a Guest) apply to and bind that Guest as if they were the original purchaser of the Ticket. The Named Ticket Member must inform the Guest of this and the Club shall hold the Named Ticket Member responsible if the Named Ticket Member fails to so notify each Guest. The Named Ticket Member must provide the name and address of each Guest(s) when asked to do so by any official, steward or employee of the Club or any police officer.

8.7 The unauthorised sale or disposal of a Ticket (for Season Tickets, either as a whole or for a particular Match or Matches) may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Club will inform the police when it becomes aware that a Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking the law. If any Purchaser, Named Ticket Member or Guest is convicted of a ticket touting offence, or the Club reasonably suspects that they have committed such an offence, the Club will notify the Premier League who may in turn notify other football clubs, Football Authorities, event holders and/or the relevant law enforcement authorities. The information that the Club shares may include that individual's personal data, including name and contact details and information about the offence and about ticket purchases (including payment details). The Club will use this to identify and prevent ticket touting offences and disorder at Matches.

9 SEATS

9.1 No Ticket shall provide the Named Ticket Member or Guest with title to the seat specified or any other seat in the Stadium and, save as set out expressly in this Agreement, no Named Ticket Member or Guest is granted any right to reserve any such seat for any subsequent Match or Season.

9.2 Each Named Ticket Member and Guest must occupy the seat allocated to them by the relevant Ticket, unless notified by the Club that they must sit in a different seat in accordance with Section 9.3 below.

9.3 The Club reserves the right, in its sole discretion, to allocate to each Named Ticket Member and Guest an alternative seat anywhere in the Stadium , including (without limitation):

a) when the stand or part of the stand in which the seat is allocated is closed for repairs, maintenance or re-build;

b) to comply with the requirements of any Football Authority;

c) when the Away Fans are allocated the entire or any part of the stand at the Stadium usually occupied by that Named Ticket Member or Guest;

d) when the Club, the police or any other relevant authority or Football Authority otherwise considers it desirable in the interests of safety, crowd control or other Club requirements to re-allocate the seat; or

e) where the Club deems it necessary or reasonable to do so.

9.4 The Club will try to ensure that such alternative seat is of at least equal value to the original seat but if the alternative seat is of lower value then the Club will pay to the Named Ticket Member (or, if different to the Named Ticket Member, the Purchaser) a refund equal to the difference in the price of the seats.

9.5 A Ticket only admits the Named Ticket Member or Guest to such areas within the Stadium and at such times as notified to the Named Ticket Member or (if different to the Named Ticket Member) the Purchaser during the order process and as the Club may from time to time determine and in accordance with these Terms and the Ground Regulations.

9.6 No Named Ticket Member or Guest is entitled to re-enter the Stadium if they leave the Stadium at any time on a Match day, except where the Club expressly approves such re-entry. The Club will only give such approval where the Named Ticket Member or Guest had a compelling reason to leave the Stadium in the first instance (for example, reasons of medical emergency).

9.7 Each Named Ticket Member and Guest should be aware that:

a) access to the upper tiers of the Main Stand (including the Top Balcony) and Bullens Road Stand in the Stadium involves a substantial amount of climbing. If a Named Ticket Member or Guest has difficulty climbing or suffers from vertigo, that Named Ticket Member or Guest is advised accordingly. Each Named Ticket Member and Guest should also be aware that certain seats situated in the lower stands of the Stadium may be affected by adverse weather conditions;

b) approximately 50% of the seating in the Stadium is such that the view of the pitch, or the available leg room, is impeded in some way. This is due to the nature and age of the Stadium and, unless the view from a seat is classed as an 'obstructed view' (see Section (c) below), no discount is offered for any such Ticket;

c) approximately 10% of the seating in the Stadium is classified as having an 'obstructed view'. An obstructed view seat is defined as such when the view of all, or part of, one set of goalposts is impeded. Any seat that is classed as an 'obstructed view' carries a £1 discount off the standard seat price for a Match Ticket in that area of the Stadium, and

the Club shall have no liability to any Named Ticket Member or Guest for any interruptions and/or restrictions to their view of any Match and/or any impact on their enjoyment of any Match which in each case is caused by either the position of their allocated seat and/or other ticket holders in the Stadium.

10 REPAIRS AND MAINTENANCE

10.1 The Club will be responsible for carrying out all repairs and maintenance (including ordinary cleaning and rubbish removal) to the Stadium provided that the Club will not accept liability for, and shall not be in breach of its obligations by reason of, any breakages or defects to any part of the Stadium which are the result of fair wear and tear or are caused by a Named Ticket Member or Guest's acts or omissions. Notwithstanding the foregoing, the Club will not be liable for and will not be in breach of its obligations by reason of any breakages in, or defects to, any part of the Stadium if, pursuant to Section 9 or otherwise, it provides that Named Ticket Member or Guest with an alternative seat (or seats) at the Stadium.

10.2 The Club has the right to charge the Named Ticket Member for the cost of repairs, maintenance, replacement or cleaning of any part of the Stadium, or any fixtures or fittings therein, resulting from any act or omission of the Named Ticket Member (or the Named Ticket Member's Guest) other than as a result of fair wear and tear.

10.3 The Club may at any time carry out emergency repairs to any part of the Stadium to which a Named Ticket Member or Guest has access, or any fixtures or fittings therein, or any adjoining property of the Club, and to suspend access to such areas of the Stadium as necessary.

11 LOST, FORGOTTEN, STOLEN OR DAMAGED TICKETS

11.1 All references to a Ticket in this Section shall be either to the digital or physical form issued by the Club.

11.2 If the Named Ticket Member or a Guest forgets a Season Ticket for a Home Match (covered by that Season Ticket) then the Named Ticket Member (either on their own behalf or on behalf of a Guest) may apply for a print of that Ticket for that Home Match. The Named Ticket Member will be required to pay the full value of a Match Ticket price for the relevant seat and an amount equal to the price of such replacement Ticket will be reimbursed by the Club to the Named Ticket Member within 28 days of the Match being played (less a £5 administration fee per Season Ticket), provided that the Club can verify the forgotten Season Ticket was not used to gain access to that Home Match. The Named Ticket Member must present proof of identification at the time the Named Ticket Member makes an application for a replacement Ticket.

11.3 In the unlikely event that a Season Ticket develops a fault, the Named Ticket Member should return it to the Everton Fan Centre as soon as possible and the Named Ticket Member may be issued with a Match Ticket for any Match played in the period of time during which the fault is being investigated. The fault will be investigated and the Club will endeavour to resolve the issue before the next Home Match, if reasonably practicable.

11.4 The Named Ticket Member should bring proof of identification (e.g. driving licence or passport) when reporting Ticket(s) which have been lost, stolen or forgotten. If the Named Ticket Member cannot show satisfactory proof of identification upon request, the Club will not allow the Named Ticket Member access into the Stadium.

11.5 No refunds shall be paid in respect of any Match which a Ticket entitles the Named Ticket Member to attend but which the Named Ticket Member (or their Guests) does not attend, including due to the Named Ticket Member (or their Guest(s)) not attending Matches, collecting the relevant Ticket late or failing to collect the Ticket.

11.6 If a Season Ticket is lost, stolen or damaged, a replacement Season Ticket may be issued at the Club's discretion, provided that the Named Ticket Member: (i) pays to the Club a £10 replacement fee per Season Ticket; and (ii) signs a document confirming that the original Season Ticket is damaged, lost, stolen or destroyed and confirms to the Club that the Named Ticket Member will be liable for any direct or indirect consequences of such matter having been falsely represented or stated to the Club. In the case of stolen Season Ticket(s):

a) the Named Ticket Member shall notify the Everton Fan Centre immediately upon becoming aware that such Season Ticket(s) have been stolen and the Club will issue new Season Ticket(s); and

b) the Club shall cancel the old Season Ticket(s) so that they no longer provide access to the Stadium.

11.7 Guidance on lost, forgotten, stolen or damaged Tickets may be updated by the Club from time to time. For the most up-to-date advice, please visit the Website or www.evertonfc.com/seasontickets.

12 RESCHEDULED MATCHES AND REFUNDS

12.1 No refunds will be made in respect of Matches:

a) not attended by any Named Ticket Member and/or Guest (other than for postponed or abandoned Matches as set out in Sections 12.3 to 12.5 (inclusive));

b) delayed or rescheduled to accommodate live television coverage or for any other reason; or

c) in any circumstance where the Club has cancelled a Ticket as a result of the Named Ticket Member or Guest breaching these Terms and/or the Ground Regulations and/or the Supporter Code of Conduct.

12.2 The Club and/or the relevant Football Authority reserves the right from time to time to reschedule any Home Match without notice (including the date and/or the kick-off time), including to accommodate live television broadcasts and/or Cup Competition fixtures. No guarantee is given by the Club that any Match will take place at a particular time or on a particular date. A Ticket for a Home Match that is re-arranged shall provide the Named Ticket Member entry to the re-arranged Match (unless such Ticket is refunded under Section 12.4).

Postponed or abandoned Matches

12.3 Save as set out in Section 12.4, the Club will have no liability whatsoever in relation to any costs incurred by the Named Ticket Member or Guest in relation to travel, accommodation or other related expenses arising out of or in connection with any postponed or abandoned Match or any rearranged fixture.

12.4 In the event of a Home Match being postponed or abandoned, any refund of the admission charge for a Match Ticket will be at the sole discretion of the Club (any valid claim for a refund must be made within 14 days of the date the Home Match was due to be played). The Named Ticket Member is advised to retain the Ticket stub (if applicable) if the Named Ticket Member (or Guest) had entered the Stadium before the postponement or abandonment, as this may need to be produced at a later date. In the extremely unlikely event that a Home Match covered by a Season Ticket is cancelled and not subsequently rearranged, the Named Ticket Member (or, if different to the Named Ticket Member, the Purchaser) of a Season Ticket will be entitled to a pro rata refund (calculated as the total price of the Season Ticket divided by the total number of Matches covered by that Season Ticket).

12.5 If any Premier League Away Match is rescheduled, refunds will only be processed in accordance with the terms of any literature published by the home club at the time of sale. Details of rescheduled Matches will be made available on the Website, on matchday broadcasts and by contacting the Everton Fan Centre.

12.6 Please refer to Section 16 for postponed or abandoned Matches in relation to a Coronavirus Event.

13 BREACH OF THESE TERMS AND/OR THE GROUND REGULATIONS AND/OR THE SUPPORTER CODE OF CONDUCT

13.1 The Purchaser and any Named Ticket Member is responsible for ensuring compliance by their Guest(s) with these Terms and/or the Ground Regulations and/or the Supporter Code of Conduct. If any Guest breaches these Terms and/or the Ground Regulations and/or the Supporter Code of Conduct, the Purchaser, the Named Ticket Member and such Guest may all be individually and collectively liable to the Club.

13.2 Any Ticket obtained or used in breach of these Terms and/or the Ground Regulations and/or the Supporter Code of Conduct shall be automatically void and all rights conferred or evidenced by such Ticket shall be immediately cancelled. If any Named Ticket Member or Guest seeks to use a Ticket in breach of these Terms and/or the Ground Regulations and/or the Supporter Code of Conduct in order to gain entry to the Stadium or remain at a Match, they shall be a trespasser and may be refused entry to, or ejected from, the Stadium in respect of a particular Match and/or, in relation to Season Ticket(s), may have the Season Ticket cancelled or withdrawn.

13.3 Any misconduct by a Named Ticket Member or Guest, in a manner which the Club considers is detrimental to its interests or is likely (in the reasonable opinion of the Club) to bring football or the Club into disrepute, shall permit the Club to: (i) confiscate or forfeit (in each case without compensation) the Ticket(s); and/or (ii) ban the Purchaser, that Named Ticket Member and/or Guest from attending future Matches or other events at the Stadium for such period of time as the Club deems appropriate.

13.4 Racial, homophobic, sexual, sectarian, racial or discriminatory abuse, chanting or harassment is strictly forbidden and will result in arrest and/or ejection from the Stadium. If a Named Ticket Member or Guest abuses any football player, supporter, member of staff or any other individual in or around the Stadium, they will face arrest and prosecution by the police. The Club reserves the right to impose a ban on the Purchaser, the Named Ticket Member or Guest. Any person receiving an official caution or found guilty in a court of law of an offence involving racist, homophobic or sectarian behaviour or abuse against any spectator, official or player will be banned from all future Matches.

13.5 The following non-exhaustive list of actions (whether at the Stadium or travelling to or from a Match) shall constitute a serious breach of these Terms:

a) smoking (including electronic cigarettes and all other electronic smoking devices) which is banned in all areas of the Stadium;

b) being (or appearing to be) intoxicated whilst attending the Stadium;

c) persistent standing in seated areas whilst the Match is in progress;

d) the sale or transfer (save as permitted under these terms) or attempted sale or transfer of a Ticket to any person;

e) the deliberate misuse of a Ticket;

f) the possession of a banner or flag that bears material or slogans that are offensive, discriminatory, obscene, abusive or racist;

g) the possession and/or throwing of any pyrotechnic device including, but not limited to, flares or smoke grenades;

h) the throwing of any object within the Stadium that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;

i) the use of foul, obscene, abusive, racist, homophobic and/or sectarian language and/or gestures;

j) the chanting of anything of an indecent, racist, homophobic or sectarian nature; and

k) fighting/or any action which may compromise public safety;

l) entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;

m) the supply of any misleading or incorrect information in any application;

n) any breach of Section 1.18 or any of Sections 1.26 to 1.28 (inclusive);

o) breach of the terms of any Membership;

p) the supply of any misleading or incorrect information in any application for purchase;

q) any failure to pay or default of payment in respect of any sums owing to the Club (or any third party) in respect of any Ticket;

r) any breach of the Supporter Code of Conduct; and

s) any action which the Club in its reasonable opinion deems to be a serious breach.

13.6 The Club may conduct security searches where it has reason to believe that any of the breaches set out in Section 13.5 has either occurred or may occur.

13.7 In addition to Sections 13.1 to 13.5, in the event that the Named Ticket Member is in breach of these Terms and/or the Ground Regulations and/or the Supporter Code of Conduct, the Club may:

a) report the matter to the Premier League (who in turn may notify other Premier League clubs) and/or the UK Football Policing Unit and/or any other Football Authority; and/or

b) report the matter directly to the police and/or take legal action.

13.8 The Purchaser, each Named Ticket Member and Guest also acknowledges that they may face action from the police in the event of certain breaches of these terms which may, among other things, render them liable to a fixed penalty fine and/or criminal prosecution.

13.9 The Purchaser and each Named Ticket Member shall procure that any Guest agrees, as a condition of using a Ticket that such Guest, acting alone or with others, whose conduct, or incitement of others, results in disciplinary or legal action against the Club by any Football Authority or any relevant law enforcement authorities, shall be both individually responsible and liable, and collectively responsible and liable with the Purchaser and the Named Ticket Member, to the Club for any loss the Club thereby suffers. The Guest shall also be both individually responsible and liable, and collectively responsible and liable with the Purchaser and the Named Ticket Member, to the Club for any loss the Club suffers as a result of the behaviour of a third party gaining access to the Match using the ticket with their permission.

13.10 No refund shall be provided for any Home Match during which the Named Ticket Member and/or the Named Ticket Member's Guest is ejected from the Stadium (or rejected from entering the Stadium) in accordance with these Terms and/or the Ground Regulations and/or the Supporter Code of Conduct.

13.11 If the Named Ticket Member's Season Ticket is suspended or terminated in accordance with this Agreement, the Purchaser or Named Ticket Member may make a written request for a refund after the end of the relevant Season. Such a refund will only be payable: (i) for any Home Match(es) for which the Named Ticket Member's Season Ticket is not available for use as a result of the suspension or termination; and (ii) to the extent that the Club is able to re-sell the seat attached to the Named Ticket Member's Season Ticket for such Home Match(es). If the Club does re-sell the seat attached to the Named Ticket Member's Season Ticket for such Home Match(es), the level of refund shall be the lower of: (i) the pro rata amount paid by the Named Ticket Member or (if different to the Named Ticket Member) the Purchaser for the Named Ticket Member's Season Ticket for the Home Match(es) for which the Season Ticket is suspended or terminated; and (ii) the sums actually received by the Club from re-selling the seat attached to the Named Ticket Member's Season Ticket, less: (i) any monies owed to the Club (and/or any other group company of the Club) by the Named Ticket Member and (if different to the Named Ticket Member) the Purchaser; (ii) any costs incurred by the Club in recovering the Season Ticket; and (iii) a reasonable administration fee (reflecting the resource and management required to: (A) investigate the circumstances resulting in the suspension or termination of the Named Ticket Member's Season Ticket; (B) implement the suspension or termination; (C) attempt to re-sell the Named Ticket Member's Season Ticket for any Home Match(es) (whether on a season or match-by-match basis); and (D) administer the refund). For the avoidance of doubt, once the foregoing deductions have been made, there may be no amount to be refunded. If any refund is payable then it will be made after the end of the relevant Season.

13.12 In the event that the Club decides to cancel the Ticket(s) and/or issue the Purchaser and/or Named Ticket Member with a Stadium ban, the Purchaser and/or Named Ticket Member (as applicable) has the right to appeal this decision in writing to the Club's Head of Legal within seven days of the date of notification of the Club's decision by emailing legal@evertonfc.com. Such appeal must include all evidence on which the Ticket Member wishes to rely.

13.13 In the event that a Named Ticket Member's Ticket is withdrawn or cancelled under this Agreement then the Club reserves the right to exclude the Purchaser and/or that Named Ticket Member from all Memberships and/or to disqualify the Purchaser and/or that Named Ticket Member from applying for any Match ticket or Season Ticket at its discretion, and to notify any Football Authority and/or other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

13.14 Each Named Ticket Member and Guest will (and will ensure that its Guests will) at all times during the Agreement Term:

a) use all Tickets in a proper and lawful manner and not so as to cause any nuisance, annoyance or inconvenience to the Club or any other person (including any other spectators or visitors to the Stadium or local residents) or to render void or

voidable, in part or in whole, any insurance maintained by the Club in respect of the Stadium; and

14 EXCLUSION OF LIABILITY

14.1 The Club does not exclude or limit in any way it's liability to the Purchaser and/or Named Ticket Member and/or any Guest where it would be unlawful to do so. This includes liability:

a) for death or personal injury caused by the Club's negligence or the negligence or its employees, agents or subcontractors;

b) for fraud or fraudulent misrepresentation;

c) to a consumer for any breach of a consumer's legal rights in relation to a Ticket (under section 57 of the Consumer Rights Act 2015) or any liability incurred under section 2(3) of the Consumer Protection Act 1987 (defective products); or

d) any other matter for which it is not possible to exclude or limit liability.

14.2 If the Club fails to comply with these Terms, the Club will only be responsible for any loss or damage suffered by the Purchaser and/or Named Ticket Member and/or Guest that is a foreseeable result of the Club's breach of these Terms and/or the Club's negligence. The Club will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was either obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen at the time that this Agreement became binding (see Section 1 above).

14.3 The Club only sells, and provides for use, the Ticket(s) for domestic and private use, and each Purchaser, Named Ticket Member and Guest agrees not to use any Ticket for any commercial or business purposes, and on this basis the Club has, subject to Section 14.1, no liability to any person using the Purchaser, Named Ticket Member or Guest's Ticket(s)other than for their domestic or private use for any loss of profit, loss of business, business interruption or loss of business opportunity.

14.4 Except as otherwise set out in these Terms (including Section 14.3), the Club is only responsible to Purchaser and/or Named Ticket Member and/or Guest for foreseeable loss and damage caused by the Club. If the Club fails to comply with these terms, it is responsible for loss or damage suffered by a Purchaser and/or Named Ticket Member and/or Guest that is a foreseeable result of the Club breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Purchaser and the Club knew it might happen, for example, if discussed during the sales process law.

14.5 The Club shall not have any liability to a Purchaser and/or Named Ticket Member and/or Guest in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms, including admitting any Named Ticket Member and/or Guest to the Stadium for a Match or Match(es), caused by any circumstances outside the Club's control provided that, in such circumstances, the Club will take steps to minimise the impact of such circumstances.

14.6 Except as otherwise set out in these Terms, and to the fullest extent permitted by applicable law, the Club shall not have any liability for any loss, injury, costs, expenses or damage of any kind connected to the Purchaser's or Named Ticket Member's use of the Ticket Transfer Portal including, without limitation, any liability relating to any problem with, suspension of or termination of the Ticket Transfer Portal.

14.7 Nothing in this Agreement is intended to affect the statutory rights of the Named Ticket Member, the Purchaser and/or the Guest. Advice about their statutory rights is available from their local Citizens' Advice Bureau or Trading Standards office.

15 DATA PROTECTION

15.1 The Club is committed to protecting the privacy of all Named Ticket Members, Purchasers and/or Guests. Any personal data that is provided to the Club will be used in accordance with the Club's privacy policy, which also sets out Named Ticket Members, Purchasers and/or Guests' rights, a copy of which can be found on the Website (http://www.evertonfc.com/content/privacy) or is available upon request from the Everton Fan Centre.

15.2 The Club may share the information (including personal data) of any Named Ticket Members, Purchasers and/or Guests with law enforcement authorities, including Merseyside Police and/or any other relevant law enforcement body in order to prevent and reduce crime and/or to assist the police in investigating and/or prosecuting offenders or suspected offenders.

15.3 The Club may also share Purchaser, Named Ticket Member and/or Guest personal information with other clubs and / or the Premier League and Football Association where lawful and appropriate for the purposes of the prevention and detection of crime and for promoting public safety.

15.4 If a Purchaser, Named Ticket Member, and/or Guest is convicted of a ticket touting offence, or the Club reasonably suspects that a Purchaser, Named Ticket Member, and/or Guest has committed such an offence, the Club will notify the Premier League who may in turn notify other football clubs, Football Authorities, event holders and/or the relevant law enforcement authorities. The information that the Club shares may include the Cardholder's personal data, information about the offence and about ticket purchases (including payment details). The Club will use this to identify and prevent ticket touting offences and disorder at matches.

15.5 The Club may share the information of any Named Ticket Members, Purchasers and / or Guests with other football clubs for public safety and for the prevention or detection of crime.

16 CORONAVIRUS EVENT

16.1 If, due to a Coronavirus Event, the Club is prevented from carrying out any of its obligations under this Agreement (including for the avoidance of doubt, permitting a Purchaser and/or Named Ticket Member and/or Guest to attend the Stadium for Matches):

a) the Club will contact the Purchaser and/or Named Ticket Member as soon as reasonably practicable after becoming aware of a Coronavirus Event;

b) the Club's obligation to provide the benefits, facilities and services specified in this Agreement and to will be suspended for as long as the Coronavirus Event continues;

c) the Club will explore and consider in good faith what remedies and options it may reasonably be able to offer to enable Purchaser and/or Named Ticket Member and/or Guest to benefit from the Ticket and the benefits and services granted thereunder and may offer such remedies or options to the Purchaser and/or Named Ticket Member and/or Guest in full and final satisfaction of any obligations or liabilities it has to such Purchaser and/or Named Ticket Member and/or Guest under this Agreement;

d) notwithstanding Section (c), the Purchaser and/or Named Ticket Member and/or Guest of that Ticket will be entitled to:

i where any Match is postponed, attend that Match on the new date for that Match provided always that the Coronavirus Event does not require any rearranged Match to be played without supporters or with a reduced capacity in the Stadium;

ii or, where the Named Ticket Member cannot attend a Match or Matches covered by the Ticket(s):

iii a pro rata refund (calculated in line with Section 12); or

iv to such other remedy or compensation as the Club may reasonably offer in view of the diminished value of Season Ticket(s) over the period during which the Coronavirus Event continues; and

the Club shall not otherwise be in breach of this agreement nor liable for delay in performing, or failure to perform any of its obligations under this Agreement if such delay or failure result from a Coronavirus Event.

17 GENERAL

17.1 If any Section (or part of a Section) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other Sections shall remain in force.

17.2 The failure or delay of the Club to exercise or enforce any right conferred on the Club by these Terms shall not be deemed to be a waiver of any other rights, powers or remedies, or the exercise or enforcement of any right, power or remedy available to the Club at that time.

17.3 Except as expressly set out in these Terms, nothing in these Terms is intended to confer a right or remedy on any person who is not a party to this Agreement.

17.4 The Purchaser, Named Ticket Member and/or Guest shall not be entitled to use any of the Club's intellectual property (including but not limited to the Club's marks, logos, names, brands, images or photos relating to the Club, the Club's first team players or the Stadium) in any promotions, advertising or marketing material without obtaining the Club's prior written consent.

17.5 Each right or remedy of the Club under these Terms is without prejudice to any other right or remedy of the Club whether under these Terms or not.

17.6 This Agreement is governed by the law of England and Wales. This means that any dispute or claim arising out of or in connection with this Agreement will be governed by, and construed in accordance with, the law of England and Wales.

17.7 The Named Ticket Member, Purchaser and Guest can each bring proceedings in respect of these Terms in the English courts. If the Named Ticket Member, Purchaser and Guest lives in Scotland it can bring legal proceedings in respect of this Agreement in either the Scottish or the English courts. If the Purchaser lives in Northern Ireland, it can bring legal proceedings in respect of this Agreement in either the Northern Irish or the English courts.

18 ABOUT THE CLUB AND CONTACT DETAILS

18.1 Ticket(s) are sold by the Club. The Club is a company registered in England with company number 00036624, registered office is Goodison Park, Goodison Road, Liverpool L4 4EL, with Head Office at Royal Liver Building, Floor 7, Liverpool Waterfront, Liverpool L3 1HU, telephone number 0151 556 1878, e-mail using the URL www.evertonfc.com/content/contact and VAT registration number GB 163667345.

18.2 Any enquiries or complaints in relation to this Agreement should be made to the Everton Fan Centre in one of the following ways:

a) By post: Everton Football Club, 7th Floor, Royal Liver Building, Pier Head, Liverpool L3 1HU

b) By submitting a support request form online: www.evertonfc.com/content/contact

c) By telephone: 0151 556 1878

18.3 Where these Terms specify that the Named Ticket Member, Purchaser or Guest must contact the Everton Fan Centre in writing, they must contact the Everton Fan Centre by post or e-mail, save as expressly set out in these Terms.

19 CHANGES TO THESE CONDITIONS

19.1 The Club may change or add to these Terms for security, legal or regulatory reasons during the Agreement Term, provided that:

a) where reasonably possible, the Club shall give the Purchaser, and/or Named Ticket Member at least one month's notice of any changes or additions; and

b) the Club will not use this right to vary the price during the Agreement Term or the main rights granted to the Named Ticket Member during the Agreement Term under these Terms.

20 DEFINITIONS

In these Terms, the following terms have the following meanings (unless inconsistent with the context):

"**Adult**" has the meaning given to it in Section 2.3;

"**Agreement Term**" has the meaning given to it in Section 1.6;

"**AutoCup Scheme**" has the meaning given to it in Section 2.18;

"**Away Fans**" means fans of the Opposing Team;

"**Away Fans Area**" means any area of seating at the Stadium which is designated for use by Away Fans only;

"**Away Match**" means a Match other than a Home Match and "**Away Match Ticket(s)**" shall be construed accordingly;

"**Club**" means The Everton Football Club Company Limited, the details of which are set out in Section 18.1;

"**Concession**" has the meaning given to it in Section 2.3;

"**Coronavirus**" means the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any variant thereof;

"**Coronavirus Event**" means any event, delay or circumstances caused by, or arising from or in relation to, a Coronavirus epidemic or pandemic that prevents or delays completion of the performance of any of the Club's obligations under this agreement, including (but not limited to):

a) any illness, quarantining, shielding or self-isolation (including, but not limited to, precautionary self-isolation) of any person(s) where the decision to quarantine or self-isolate is reasonable or recommended or mandated by the Government;

b) any recommended or mandatory measures or guidance introduced by local or national Government or other regulatory bodies (including any Football Authority) intended to prevent or delay the spread of Coronavirus or mitigate the impact of such spread including, for avoidance of doubt, any restrictions on the number of spectators who may attend the Stadium for a Match;

c) any disruption of, interruption to or unavailability of any services, benefits or facilities offered as part of the this Agreement;

"**Cup Competition**" means any domestic or European cup that the First Team participates in during the Season;

"**Everton Fan Centre**" means the Club's fan centre situated at the Stadium;

"**Family Enclosure**" means the section of the Stadium designated for use by families;

"**First Team**" means the men's first XI team representing the Club from time to time;

"**Football Authority**" means each of the Fédération Internationale de Football Association, the Union of European Football Associations, the Football Association, the Premier League, the Football League and any other relevant football governing body, league or organisation;

"**GPSL**" means Goodison Park Stadium Limited, a company registered in England with company number 04355318 and registered office at Goodison Park, Goodison Road, Liverpool, Merseyside, L4 4EL;

"**Ground Regulations**" means the ground regulations issued by the Club from time to time that set out the terms and conditions

upon which each Named Ticket Member and Guest is granted entry to the Stadium, which can be found on the Website https://www.evertonfc.com/tickets/useful-information/ground-regulations and on display at the Stadium, a copy of which may be provided upon request to the Everton Fan Centre;

"**Guest**" means either a Match Guest or a ST Guest;

"**Home Fans**" means supporters of the First Team;

"**Home Fans Area**" means any area of seating at the Stadium which is designated for use by Home Fans only;

"**Home Match**" means a Match played at the Stadium during a Season;

"**Junior**" has the meaning given to it in Section 2.3;

"**Kid**" has the meaning given to it in Section 2.3;

"**Match**" means a match played by the First Team;

"**Match Guest**" has the meaning given to it in Section 8.3;

"**Match Ticket**" means a ticket issued by the Club entitling a person to attend one particular Home Match;

"**Match Ticket Credits**" means credit earned for each Premier League Away Match and/or each Match played in a Cup Competition attended, calculated in accordance with the process set out on the Website;

"**Material**" means any audio, visual or audio-visual material or any information or data;

"**Membership**" means any official membership scheme organised by the Club for fans of the First Team;

"**Named Ticket Member**" means, in relation to a Ticket, the person in whose name that Ticket is issued by the Club;

"**Opposing Team**" means, in relation to a Match, the opposing team to the First Team in that Match;

"**PA**" has the meaning given to it in Section 7.2;

"**Purchaser**" means, in relation to a Ticket, the person who pays for that Ticket (which, for the avoidance of doubt, may or may not be the Named Ticket Member);

"**Premier League**" means the Premier League operated by the Football Association Premier League Limited;

"**Season**" means the English football season relevant to the Ticket, normally running from August in one year to May in the following year;

"**Season Ticket**" means a ticket issued by the Club entitling a person to attend certain Home Matches as set out in Section 2;

"**Season Ticket Member**" means the holder of a Season Ticket (being either the Named Ticket Member or the Guest);

"**Section**" means a section of these Terms;

"**Stadium**" means the football stadium known as Goodison Park or any temporary or replacement stadium or ground used by the First Team to play its Home Matches during the 2024/25 Season;

"**ST Guest**" has the meaning given to it in Section 8.4;

"**Supporter Code of Conduct**" means the code of conduct to be adhered to by all those attending the Stadium which can be found on – or accessed via – the Website or can be provided upon written request to the Club;

"**Ticket**" means a Season Ticket, a Match Ticket and/or any other ticket for a Match as the context requires;

"**Ticket Member**" means the holder of a Ticket (being either the Named Ticket Member or the Guest);

"**Ticket Transfer Portal**" means the Club's official ticketing exchange system, further details of which are available on the Website;

"**Ticket Resale Platform**" means the Club's official ticketing resale platform from time to time, further details of which are available on the Website;

"**Website**" means the Club's website at: www.evertonfc.com;

"**Young Adult (18 – 21)**" has the meaning given to it in Section 2.3; and

"**Young Adult (22 – 24)**" has the meaning given to it in Section 2.3.

TO RECEIVE A COPY OF THIS DOCUMENT IN LARGER PRINT PLEASE CONTACT THE EVERTON FAN CENTRE ON 0151 556 1878.

APPENDIX – SEASON TICKET MEMBERSHIP BENEFITS 2024/25

Access to Everton's Season Ticket Resale Platform

Season Ticket Members can list their seats for any fixture they are unable to attend via the platform, with the ability to manage the process via their online ticketing account.

Season Ticket Members will receive a pro-rata credit on their ticketing account for each ticket they list which is sold via the platform, with tickets then listed for sale on the website at the face value for the given fixture.

If tickets listed for selected games are not sold, Season Ticket Members will not receive a pro-rata credit, but their ticket will remain available to them to use for the specified fixture. Credit earned by Season Ticket Members who utilise the system can be used for future ticket and Season Ticket purchases.

Seat Transfer

The Ticket Transfer Portal is available to 2024/25 Season Ticket Members. Season Ticket Members will be able to transfer their ticket(s) to a friend or family member, should they be unable to attend a home game at Goodison Park. The Ticket Transfer service will be enabled two calendar months before a fixture is played. Please check the ticket information page on the Website for the most up-to-date ticket information. The Ticket Transfer service for any individual game will be available up to three hours before the advertised kick-off time, unless stated otherwise.

10% Discount on Club Merchandise

Season Ticket Members will be able to take advantage of a 10% discount on all full price merchandise bought directly from Everton One, Everton Two and online at evertondirect.com

Supporters visiting either Club store throughout the 2024/25 season can claim their discount on as many full-price items as they wish, by simply showing their 2024/25 digital/physical Season Ticket at the till point.

Season Ticket Members buying merchandise online* can use a single unique discount code, which will be sent out via email.

*Terms and conditions do apply. Please visit evertondirect.com for full details.

Free Entry to Under-21s Fixtures

As a Season Ticket Member, you will be able to gain free entry to all Under-21s home games throughout the season. Just show your Physical/Digital Season Ticket at the gate and enjoy watching Paul Tait's side as they go in pursuit of Premier League 2 glory.

Watch Live Match Streams

Enjoy live streams of selected Under-21s and Under-18s games throughout the campaign. The links to watch these fixtures will be housed within the Members section of evertonfc.com and will be shared with you by email ahead of each match.

Exclusive Online Content

As a Season Ticket Member, you will benefit from access to an exclusive 'Members Area' of evertonfc.com

View unique user content, including videos and popular features that provide a deeper insight into life at the Club. In 2024/25, we will take you further behind the scenes at Finch Farm and Goodison Park than ever before, with the opportunity to get closer to your heroes with web chats, Q&As and much more!

Automatic Access to the Fans' Panel

We want to hear from you on a range of Club initiatives and projects and give you the chance to help shape Everton's future. You will gain automatic access to the Fans' Panel and will be offered the opportunity to take part in surveys throughout the season.

Previous surveys have helped us source feedback on kit designs, the plans for our new stadium, the Goodison Park atmosphere, ticket pricing and more.

Exclusive Prize Draws

As a 2024/25 Season Ticket Member, you will have the chance to win exclusive prizes! We will be hosting four special Members' draws throughout the 2024/25 season, so keep an eye out for more information about how to enter! Prizes will include signed merchandise, experiences and much more.

10% Off Soccer Schools for Junior Blues

Season Ticket Members will be able to take advantage of a 10% discount on selected Everton UK-based Soccer Schools for children aged between 4-12 years. Fully-qualified Everton coaches will deliver these sessions to an Academy-designed programme, providing a fun and productive footballing experience for budding young Blues! This discount will be automatically applied when registering for your Soccer School place online. If registering over the phone, please quote your customer number. To book, or for more information, please visit evertoninternationalacademy.com

20% Discount on Stadium Tours

Take a behind the scenes look at one of world football's most iconic stadiums, Goodison Park, with a 20% discount on Stadium Tours for all Season Ticket Members! Visitors on the tour will see the home changing room and experience the spine-tingling sound of Z-Cars as they walk down the new-look tunnel and emerge onto the touchline to take in the view from the dugout and technical area.

This discount will be available only once Stadium Tours have resumed. Keep checking evertonfc.com for the latest updates.

Matchday audio commentary

On matchdays (both home and away), Season Ticket Members will be able to access exclusive commentary through the members only section of the website.

Monthly newsletters

Season Ticket Members will receive a monthly newsletter informing them of the latest Club news, exclusive content, access to money-can't-buy prizes and much more.

Access to Everton Rewards > Collect, save & spend

Everton Rewards, our fantastic loyalty partner, gives you the chance to save money and collect points on the purchase of your Season Ticket as well as win some amazing prizes every month.

Collect monthly points for simply being a Season Ticket Member and through Everton's social media channels. You can also collect points when shopping online with thousands of retailers on the Everton Rewards programme.

To learn more and become an Everton rewards member click here.

Please note that Benefits available to Season Ticket holders may be updated by the Club from time to time. For the most up-to-date list of benefits, please visit the Website or www.evertonfc.com/seasontickets.