

# The Everton Football Club Company Limited Official Membership Terms & Conditions

The following terms and conditions (the "Membership T&Cs") apply to all purchases of a Membership Scheme (as defined below). Before purchasing, please read these Membership T&Cs in conjunction with the Season Ticket T&Cs, the Hospitality Ticket T&Cs, the Ground Regulations, the Website T&Cs (as applicable) and any other relevant terms and conditions referred to within these Membership T&Cs (together, the "Associated T&Cs") and make sure you understand them. Purchase of a Membership Scheme and using the benefits it provides are subject to these Membership T&Cs and the applicable AssociatedT&Cs. If you think that there is a mistake in these terms, please contact us.

## PLEASE NOTE THAT MEMBERSHIP(S) OPTED IN TO AUTO-RENEW WILL AUTOMATICALLY RENEW AS SET OUT IN CONDITION 5 OF THESE MEMBERSHIP T&CS.

<u>Purchasers</u>: If you are the purchaser of any Membership then you are referred to in these Membership T&Cs as a "Purchaser". It is important that you read and understand the terms and conditions that will apply to this contract before signing. If there is any term in these Membership T&Cs or any Associated T&Cs that you do not understand or do not wish to agree to, then please discuss it with us before signing. If the Purchaser is not the Member, then the Purchaser must bring these Membership T&Cs to the attention of the Member and ensure that the Member complies with these Membership T&Cs.

<u>Members</u>: If the Membership is issued in your name, whether you purchased the Membership or someone else paid for it but designated you as the Member, then you are referred to in these Membership T&Cs as a "Member". To access the Ground or otherwise exercise any rights to any Membership Benefits or otherwise under these Membership T&Cs, you must comply with these Membership T&Cs and agree to be bound by, and comply with, these Membership T&Cs and any Associated T&Cs.

## PART I - General Terms and Conditions

## 1. Definitions and Interpretation

In these Membership T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

| "Address" | the address of a Purchaser and/or<br>Member provided to the Club upon<br>application for the purchase of a<br>Membership Scheme, or such other<br>address as may be notified by a<br>Purchaser and/or Member to the<br>Club from time to time; |
|-----------|--|
| "Adult"   | as defined in condition 2.1;   |

| "Adult"       | as d | efined in | condition 2 | .1; |
|---------------|------|-----------|-------------|-----|
| "Automatic    | as d | efined in | condition 5 | .4  |
| Renewal Date" |      |           |             |     |
| "Auto-Renewal | the  | Club's    | membersh    | qip |

Scheme"

"Club"

| the  | Club's    | membe  | ersh | ip rene | ewal |
|------|-----------|--------|------|---------|------|
| sche | me in w   | hich M | emb  | erships | will |
| auto | matically | renew  | in   | accorda | ance |
| with | conditio  | n 5:   |      |         |      |

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|---|----------|----------|----------|----------|-------|
| L | imited   | register | ed in    | England  | with  |
| С | ompan    | y nu     | mber     | 0003     | 6624, |
| r | egistere | ed offic | e is G   | oodison  | Park, |
| G | oodiso   | n Road   | , Liver  | pool L4  | 4EL,  |
| V | vith H   | ead Of   | fice at  | Royal    | Liver |

Building, Floor 7, Liverpool Waterfront, Liverpool L3 1HU;

the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the Football League, and the Ground Regulations; each of the League Cup and the FA

Competition" Cup;
"Cup Match" any match in a Cup Competition in which the Team participates during

the Season;

"Everton a dedicated Members only page
Portal" available to Adult, Teen and
International Members;

"Fan Centre" means the Club's fan centre situated

at the Ground;

"Conditions of

Entry"

"Cup

"Ground

Regulations"

"Ground" Goodison Park, Goodison Road, Liverpool, L4 4EL (or such other ground to which the Club relocates on a temporary or permanent basis);

the ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available

on the Website;

"Home Match" a Match played at the Ground;
"Infant" as defined in condition 2.1;
"International" as defined in condition 2.1;
"Junior" as defined in condition 2.1;
"Match" any Premier League Match or

any Premier League Match or Cup Match or friendly match played by the Team and "Matches" shall be

interpreted accordingly;

"Match Ticket those terms and conditions with T&Cs" which all individuals attending a football match at the Ground (on a match by match basis) must comply. A copy of these terms is available on

the Website;

"Member" each person who is registered as an official member of the Club's Membership Scheme and is entitled to the benefits of Membership,

conditions;

"Membership" membership of a Membership

Scheme operated by the Club;
"Membership in respect of a Membership Scheme,
Benefits" the benefits to which a Member of

the benefits to which a Member of that Membership Scheme is entitled, as set out in PART 2 of these

subject to these terms and

 $Membership\ T\&Cs;$ 

"Membership the fee payable by a Member to join the relevant Membership, as detailed

in PART 3 of these Membership T&Cs and on the Website, and which may be changed by the Club each Season; the membership schemes as further described in condition 2.1 of these

Scheme" described in condition Membership T&Cs;

"Membership

"Premier any match played by the Team in the League Match" English Premier League during a

Season;

"Priority a period of time as determined by the Membership Club but typically three to five days Sales Period" prior to Home Match tickets going on



general sale during which Members will have priority in accordance with

condition 12.1;

"Purchaser" a person purchasing any number of

Membership Schemes;

"Season" means the English football season

(which usually runs from June in one year to May in the subsequent year);

"Subsequent a Season following the Season in Season" which you originally purchased your

Membership and any subsequent

Season thereafter

"Team" the Club's first team squad;
"Teen" as defined in condition 2.1; and
"Website" the Club's website at

www.evertonfc.com.

## 2. Types of Membership

2.1. Membership of the Membership Scheme will be made available to individuals at the Club's sole discretion. The Club currently has five (5) Membership Schemes as follows (as may be amended by the Club from time to time):

| Adult         | available to individuals<br>aged 18 or over as at the<br>date of initial purchase of<br>the Membership who are<br>residents of the UK |
|---------------|---|
| International | available to individuals<br>who are not residents of<br>the UK  |
| Teen          | available to individuals<br>aged between 12 and 17<br>years old as at the date of<br>initial purchase of the<br>Membership            |
| Junior        | available to individuals<br>aged between 4 and 11<br>years old as at the date of<br>initial purchase of the<br>Membership             |
| Infant        | available to individuals<br>aged 3 years old or under as<br>at the date of initial<br>purchase of the<br>Membership                   |

- 2.2. Details of the Membership Benefits are set out in PART2 of these Membership T&Cs.
- 2.3. If, during the course of a Season (or any Subsequent Season if the Membership has automatically renewed in accordance with these Membership T&Cs), a Member reaches an age which would place that Member outside the age limits for his/her current Membership (e.g. a Teen turns 18), such Member shall continue with his/her current Membership (and continue to be entitled to the same Membership Benefits associated with that Membership) until the Subsequent Season, at which time the Member will, subject to purchase/renewal, be upgraded to the appropriate Membership Scheme for his/her age (i.e. the Teen Membership will be upgraded to an Adult Membership). As a consequence, (i) the Membership Fee payable

- upon renewal will be the applicable Membership Fee payable for the upgraded Membership Scheme, and (ii) upon renewal, the Member will be entitled to the Membership Benefits associated with the upgraded Membership.
- 2.4. Membership Schemes are available for purchase by supporters of the Club only. By applying to purchase one or a number of Membership Schemes, you confirm that you are (and any person you are buying a Membership Scheme for is) a supporter of the Club. The Club shall be entitled to refuse an application from, or suspend or cancel the Membership of, any Member who: (i) it believes is not a genuine supporter of the Club; or (ii) does not provide the personal details or information that the Club reasonably requires to process or maintain their Membership.

## 3. Membership Fees and Payment

- 3.1. The Membership Fees payable for each Membership Scheme are set out in PART 3 of these Membership T&Cs and shall be available on the Website or as otherwise notified by the Club from time to time. Membership Fees for any Subsequent Season may be different to the current Membership Fees. Any changes to the Membership Fees will take effect at the start of any Subsequent Season and Members will be notified of any changes to the Membership Fees in advance. Unless expressly stated otherwise, all Membership Fees are inclusive of VAT.
- 3.2. By applying to subscribe to the Membership Scheme, a Purchaser is making an offer to the Club. The Club is under no obligation to accept the application. The Club will determine whether or not to accept the application and a contract for the supply of the Membership Scheme shall be created when the required payment has been received in cleared funds by the Club and the Club has issued a confirmation of purchase.
- 3.3. Membership Schemes may be purchased:
  - $\textbf{a.} \ \ \text{online at evertonfc.com/official membership;}$
  - b. over the telephone by calling +44 (0) 151 556 1878\*; or
  - **c.** in person (at the ticket office at the Ground or at the Everton Two store).
- 3.4. Where a Junior or Infant Membership Scheme is purchased, the following terms shall apply:
  - a. if the Purchaser is a prospective Junior or Infant Member, the Purchaser's parent and/or legal guardian is required to confirm as part of the purchase process that they consent to the purchase of the Membership Scheme by the prospective Junior or Infant Member and agrees to the Member being subject to these Membership T&Cs. All Junior or Infant Members under the age of 16 are required to provide the email address of their parent and/or legal guardian as part of the purchase process at which point an email containing details of the purchase shall be sent to the parent / legal guardian's email address and the parent / legal guardian shall be given the opportunity to object to the purchase of the Membership Scheme. If the parent / legal guardian does object, they should contact the Fan Centre number provided in the email, and request that the purchase of the Membership Scheme be



- cancelled. Upon cancellation, a full refund shall be given to the Purchaser using the payment details provided on purchase; or
- b. if the Purchaser is neither a prospective Junior or Infant Member nor their parent and/or legal guardian, the Purchaser shall be required to confirm as part of the purchase process that they have the consent of the prospective Junior or Infant Member's parent and/or legal guardian to the purchase of the Membership Scheme for the Junior or Infant Member and the parent or guardian agrees to the Member being subject to these Membership T&Cs.
- 3.5. The sale of Membership Schemes is subject to the Purchaser providing the Club with full payment of the relevant Membership Fee. Purchasers who provide the Club with debit or credit card payment details authorise the Club to use those details to fulfil payment of the Membership Fee and other fees attributable to the relevant Membership Scheme.
- The Club only accepts payments made by cash, cheque, AMEX and valid credit card, Visa debit card or MasterCard debit card.
- 3.7. The Club will not be liable for any customs or similar import/export charges payable in relation to any goods sent to a Member and/or Purchaser (as applicable) in connection with their Membership including, but not limited to, the welcome pack detailed under the Membership Benefits at Part 2 of these Terms and Conditions. Payment of such charges will be the responsibility of the Member and/or Purchaser.
- 3.8. It is the Purchaser's responsibility to keep the Club informed of any changes to the payment method and/or details provided under this condition 3. If the payment method or details are declined when the Club attempts to retrieve payment for any Membership Scheme or any other associated fees:
  - a. the Club will make reasonable attempts to contact the Purchaser (using the contact details provided by the Purchaser to the Club in their application) to arrange payment;
  - b. the affected Membership Scheme(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 within a reasonable time; and
  - c. the Purchaser will be liable to the Club for any bank or other administrative charges and / or expenses incurred by the Club as a result of the Purchaser's breach of this condition 3.7.
- 3.9. The Club always tries to ensure that pricing and ticketing information provided by the Club (including, but not limited to, on the Website, on any literature or by a sales representative) is correct, but errors may occur. Upon the Club becoming aware of any pricing or product description error in relation to any Membership which has been purchased, the Club will attempt to inform the Purchaser as soon as reasonably practicable using the contact details provided to the Club. The Club will then provide the Purchaser with the option of reconfirming the order at the correct price/product description or cancelling the order. If the Club is unable to contact the Purchaser having made reasonable attempts to do so,

the Club will treat the order as cancelled.

## 4. Membership Term

4.1. Your Membership starts from the confirmation of purchase and, subject to conditions 5 and 6 and provided credit/debit card details have been provided, shall continue until 31 May 2024.

# Automatic Renewal of Membership(s) PLEASE READ THIS CONDITION CAREFULLY

- 5.1. This condition 5 applies to those Members who opted, when purchasing their Membership, to be enrolled into the Auto-Renewal Scheme.
- 5.2. Notwithstanding condition 4.1, the Club shall automatically renew your Membership for the Subsequent Season(s) in accordance with this condition
- 5.3. For the avoidance of doubt, your Membership shall be renewed as an Infant, Junior, Teen, Adult or International Member (as applicable), and shall be modified (including in respect of Membership Fee) to reflect any transition between categories, in accordance with the Club's records as to the age of the Member.
- 5.4. The Club shall inform the Member no later than 21 days before the Automatic Renewal Date:
  - a. of the date on which their Membership shall automatically renew (the "Automatic Renewal Date");
  - b. the Membership Fee for such renewal;
  - c. the terms and conditions applicable to the Subsequent Season's Membership;
  - d. how the Member can notify the Club that the Member does not wish to have their Membership renewed: and
  - e. any other information that is relevant to such renewal.
- 5.5. If a Member allows their Membership to be renewed in accordance with these Membership T&Cs, and the payment method used to pay for such Membership is in the name of someone other than the Member, then the Member must ensure that they have the permission of the Purchaser for the Membership Fee to be taken from their account (if applicable) for the Subsequent Season at the amount and on the date set out in the notice provided under condition 5.4.
- 5.6. The Club will take payment for the renewal of your Membership by using the debit or credit card details provided by the Purchaser to the Club for the original purchase of the Membership (or where the Membership has previously been automatically renewed, the debit or credit card details provided to the Club for such renewal, if different). For the avoidance of doubt, your Membership will **not** be automatically renewed if you paid your Membership Fee by cash or cheque. If the Club does not have valid debit or credit card details for the Member or Purchaser, or the Member or Purchaser wishes to use different debit or credit card details, the Member or Purchaser will notify the Club of their debit or credit card details and the Club will use those details for the renewal.
- 5.7. If the Member does not wish to renew their Membership for the Subsequent Season, the Member



must provide notice to the Club (in the form specified by the Club in the notice sent by the Club under condition 5.4 or by using the contact details in condition 6.1 below) prior to the Automatic Renewal Date. Such Membership shall not be renewed and therefore shall be deemed cancelled.

- 5.8. If the Member does not give notice that the Member does not wish to renew their Membership for the Subsequent Season under condition 5.7, then:
  - a. their Membership will automatically renew on the Automatic Renewal Date for the Subsequent Season and the Member will not be able to cancel the renewal; and
  - b. the terms and conditions applicable to the renewed Membership provided by the Club under condition 5.4 will apply to the renewal.
- 5.9. If the Member fails to provide the Club with a valid payment method for the renewal of their Membership and the Club is unable to process the renewal of such Membership, then the Membership shall not be renewed and will, therefore, be deemed cancelled.
- 5.10. If the Member purchases their Membership for the 2023/24 Season on or after 1<sup>st</sup> March 2024, and opts to be enrolled into the Auto-Renewal Scheme, the Member will pay the full Membership Fee for each Subsequent Season.

## 6. Consumer Rights

- 6.1. If you are a consumer (i.e. not acting in the course of your trade, business, craft or profession) and you have purchased your Membership online or by telephone, you have the right to cancel your Membership within 14 days from the date of purchase without giving any reason. To exercise this right to cancel, you must inform the Club of your decision to cancel within the 14-day period by:
  - a. using the cancellation form set out at Annex 1 of these Membership T&Cs;
  - b. sending a clear statement to this effect by email using the URL http://www.evertonfc.com/functional/contact-us-form;
  - c. telephone on 0151 556 1878; or
  - d. post to Goodison Park, Goodison Road, Liverpool, 14 4FI
- 6.2. If the Member submits a valid cancellation request, the Club will provide a full refund of your Membership Fee (to the card used for payment, if applicable) without undue delay but not later than 14 calendar days from the date on which you informed the Club of your decision to cancel your Membership.

## 7. Lost, Stolen and Damaged Tickets

The Club is not responsible for any Match ticket which is lost, stolen, forgotten, damaged, defaced or destroyed. One duplicate of any such Match ticket may be provided to the Member at the Club's absolute discretion at no cost to the Member. The Club may charge a non-refundable administration fee in respect of any subsequent replacements which is payable by the Purchaser or Member before to the issue of each duplicate Match or ticket. Whether a Match ticket is damaged, defaced or destroyed will be determined by the Club acting reasonably in its sole discretion.

## 8. Transfer of Membership and Cessation of Rights

- 8.1. In circumstances where a Purchaser purchases a Membership Scheme on behalf of another person:
  - a. that purchase must not be made in the course of business or for the purpose of facilitating any third party's business;
  - b. the Purchaser is not permitted to charge the Member a fee for the purchase or, if a fee is charged, it must be no greater in value than the face value of the Membership Scheme; and
  - **c.** such nominated Member must be a supporter of the Club
- 8.2. The Member on whose behalf the Membership Scheme is purchased pursuant to condition 8.1 must (and the Purchaser will ensure that such Member does) comply with and agree to be bound by these Membership T&Cs, the Conditions of Entry and any relevant Associated T&Cs and it is the responsibility of the Purchaser to inform such a Member of these requirements.
- 8.3. Membership Schemes and Membership Benefits are for the use of the Member only and are not transferable save that, if a Member is unable to attend a Home Match, that Member may allow a person who is known to them (a "Guest") to use their Match ticket for the purpose of allowing that Guest to attend such Home Match provided that:
  - a. the transfer must not be made in the course of business or for the purpose of facilitating any third party's business;
  - b. the transfer must be free of charge; and
  - c. such transfer must not breach condition 13.1.
- 8.4. The Guest shall adhere to these Membership T&Cs, Match Ticket T&Cs, the Conditions of Entry and any relevant Associated T&Cs which shall bind the Guest as if they were the original Member and/or Purchaser of that Membership Scheme. It is the responsibility of the Member who owns the Membership Scheme and subsequent Match ticket to ensure that the Guest has read, and accepts that they shall be subject to, these Membership T&Cs, Match Ticket T&Cs, the Conditions of Entry and any relevant Associated T&Cs.
- 8.5. Except as specified in conditions 8.1 and 8.3 above, all rights with respect to a Membership Scheme are personal to the Member and shall cease upon the death of the Member. Any Membership Benefits accrued are not transferable to any other person or organisation.

## 9. Amendments to Membership Schemes

- 9.1. The Club may re-brand or otherwise vary any of the Membership Schemes, or introduce any additional Membership Schemes, at any time as long as any variation results in a Member receiving the same or substantially similar Membership Benefits to those the Member was entitled to receive before the variation. Members may, at the sole discretion of the Club, be transferred to such additional or replacement Membership Schemes without prior notice as long as the Member is, under the new scheme, entitled to the same or substantially similar Membership Benefits under the new Membership Scheme as the Member was under the Membership Scheme from which the Member was transferred.
- 10. Suspension/Termination of Participation in the



## Membership Scheme by the Club

- 10.1. The Club may, in certain circumstances (for example if you breach these conditions or if needed to make an important change to any aspect of the Everton Portal or the Membership Scheme), suspend a Member's access to the Everton Portal and/or the Membership Scheme at any time. If the Club does choose to suspend a Member's access, it will inform the Member within a reasonable time giving full details of the reasons for the suspension and when the suspension may end. If we suspend your access to the Membership Scheme other than as a result of something you have done, we will act reasonably and fairly in considering whether you may be entitled to a partial refund or alternative benefits to ensure that you get the benefit of the Membership Scheme.
- 10.2. The Club can terminate your participation in the Membership Scheme immediately on written notice if:
  - a. the Member breaches these Membership T&Cs or any Associated T&Cs;
  - b. the Member acts or is reasonably suspected of acting in any manner which is inconsistent with or violates these Membership T&Cs or any element of the Membership Scheme;
  - c. the Member acts, in the Club's opinion, in a manner inconsistent with applicable law or if there are reasonable grounds for suspecting fraud, theft or dishonesty in connection with the Membership Scheme;
  - d. the Member is guilty (or the Club suspects the Member is guilty) of a football related criminal offence:
  - e. the Club reasonably believes an unauthorised person is attempting to access the Membership Scheme using a Member's account; or
  - f. the Club reasonably believes it is necessary and reasonable to do so for operational reasons provided that if we do terminate your participation in the Membership Scheme other than as a result of something you have done, we will act reasonably and fairly in considering whether you may be entitled to a full or partial refund of sums paid by you under the Membership Scheme for benefits you have not received.
- 10.3. The Club may terminate the Membership Scheme on giving the Member 30 days' notice by email provided that if we do terminate the Membership Scheme under this condition we will act reasonably and fairly in considering whether you may be entitled to a full or partial refund of sums paid by you under the Membership Scheme for benefits you have not received.
- 10.4. In the event that a Membership Scheme is cancelled, the Club reserves the right to exclude the relevant Member from applying for any future Membership Scheme maintained or organised by the Club and or to disqualify the relevant Member from applying for any Match ticket at its discretion and to notify FIFA, UEFA, the Football Association, the Premier League, the Football League and/or any other football clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

## 11. The Club's Liability

## PLEASE READ THIS CONDITION CAREFULLY

- 11.1. If the Club fails to comply with these terms, the Club is responsible for loss or damage a Purchaser/Member suffers that is a foreseeable result of the Club breaking this contract or failing to use reasonable care and skill, but the Club is 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 Club and the Purchaser/Member knew it might happen:
  - 11.2. The Club is not responsible for:
    - a. any information provided to the Club by a third party;
    - b. the availability of the Everton Portal, including and use of or reliance on any content displayed on the Everton Portal; or
    - **c.** any failure by a Purchaser/Member to provide updated contact/payment details in accordance with condition 14.
- 11.3. The Club is not responsible for delays outside its control. If our supply of the Membership Benefits is prevented or delayed by an event outside the Club's control then the Club will contact the Purchaser/Member as soon as possible to let them know and take steps to minimise the impact of the circumstances. Provided the Club does this, it will not be liable for delays caused by the event, but if there is a risk of substantial delay, the Purchaser/Member may contact us to end the contract and receive a refund for any Membership Benefits you have paid for but cannot receive.
- 11.4. The Club only supplies the Memberships for private use. If the Purchaser/Member uses a Membership for any commercial, business or re-sale purpose the Club will have no liability to the Purchaser/Member for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.5. For the avoidance of doubt, the Club does not limit or exclude its liability to any Purchaser/Member where it would be unlawful to do so. This includes liability for death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment or for fraud or fraudulent misrepresentation or for breaches of obligations to provide the Membership Benefits with reasonable care and skill.

## 12. Match Ticket Applications

- 12.1. Following purchase of a Membership Scheme, and subject to availability, a Member shall be entitled to apply for:
  - a. Home Match tickets for Premier League Matches and Cup Matches during the Priority Membership Sales Period; and
  - b. (if applicable) away Match tickets to the Club's domestic away Matches one day prior to the away match tickets going on general sale.

The availability of Match tickets will be published by the Club on a Match-by-Match basis and Members should ensure that they read the Match Ticket T&Cs which will apply to each Match.



- 12.2. For the avoidance of doubt, Membership does not guarantee that a Member will be entitled to purchase a match ticket for any match or to attend any of the Club's matches.
- 12.3. Applications for Matches are strictly on the basis of one ticket per Match per Member, unless expressly permitted otherwise by the Club. Where group applications are made, every Match ticket applied for must be for use by a current Member (and details of each additional Member which is part of that application must be provided at the point any such application for match tickets is made).

## 13. Attendance at Matches and Entry into the Ground

- 13.1. Where a Member is successful in an application for a Home Match ticket, the Club shall issue the Member with a paper ticket for the relevant Home Match or such other means of electronic or non-paper ticket as the Club may use from time to time. To access the Ground, a Member 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 on more than one occasion at the same Home Match, or uses a ticket which has been cancelled for that Home Match.
- Where a Member obtains a ticket for any away Match 13.2. through the relevant application process conducted by the Club, that ticket is sold: (i) by the Club as agent on behalf of the away club (or, if applicable, the governing body or competition organiser); (ii) subject to the relevant terms and conditions of the away club (or, if applicable, the governing body or competition organiser) and all issues relating to access to, crowd control and stewarding at the away club's stadium shall be the responsibility of the away club (or, if applicable, the governing body or competition organiser) and not the Club (and the Club shall have no liability to the Member or any third party in respect of such matters); and (iii) subject to any additional terms and conditions imposed by the Club in respect of away Match tickets (which shall include these Membership T&Cs and if those terms conflict with these Membership T&Cs, these Membership T&Cs will take priority over the relevant terms and conditions of the away club or, if applicable, the governing body or competition organiser)). If, following the allocation of an away Match ticket to a Member: (i) any Member commits a breach of the terms and conditions and/or ground regulations of the relevant away club (or, if applicable, the governing body or competition organiser); and/or (ii) commits a breach of any additional terms and conditions imposed by the Club in respect of away Match tickets; that will be a breach of these Membership T&Cs.
- 13.3. Any Match tickets purchased are issued subject to the applicable Match Ticket T&Cs and nothing in these Membership T&Cs will take priority over the Match Ticket T&Cs
- 13.4. By purchasing and/or attending a Home Match using your Membership Scheme, the Member/Purchaser:
  - a. agrees to read and accept the Match Ticket T&Cs;
  - **b.** agrees to be bound by and to comply with the Match Ticket T&Cs; and
  - c. agrees to bring to the attention of others, as

required above, the Match Ticket T&Cs.

- 13.5. Entry into the Ground is subject always to the Conditions of Entry. By purchasing and/or accepting and/or holding a Membership any Member/Purchaser:
  - a. agrees to read and accept the Conditions of Entry:
  - b. agrees to be bound by and to comply with the Conditions of Entry; and
  - **c.** agrees to bring to the attention of others, as required above, the Conditions of Entry.
- 13.6. The Club is not obliged to make any refund to any Purchaser or Member where the Purchaser/Member is ejected from or refused entry to the Ground or in respect of any Membership Scheme which is suspended or withdrawn in accordance with condition 10.

## 14. Change of Details

- 14.1. Members should promptly notify the Club of any change of details (including, without limitation, changes to payment details, Addresses and / or contact details) by:
  - a. using the online facility on the Website;
  - b. telephoning the Club and asking for 'Official Membership Services';
  - c. visiting the Club's ticket office in person; or
  - d. writing to the Club, for the attention of 'Official Membership Services', quoting the relevant Membership number.
- 14.2. Members may be required to provide the Club with proof of identity and proof of Address to the Club's satisfaction when details are changed under condition 14.1.

# 15. Data Protection

- 15.1. Personal data provided by each Purchaser and Member to the Club in the purchase of a Membership Scheme or ticket will be collected, stored and used by the Club in accordance with the General Data Protection Regulation (EU2016/679), the Data Protection Act 2018 and the Club's Privacy Notice (available on the Website: www.evertonfc.com/functional/privacy/evertonfootball-club).
- 15.2. Personal data is collected for the purpose of maintaining the Membership Scheme; this is required for the performance of these Membership T&Cs.
- 15.3. Members will receive communications from the Club in connection with your membership and benefits. All other marketing communications are managed in accordance with each Member's account settings which the Member can update in their account preference centre.
- 15.4. Personal data of International Members may be transferred to the Member's country of residence as a consequence of their Membership; this may include data transfers outside of the European Economic Area. Such data transfer is required for the performance of these Membership T&Cs and will be undertaken in accordance with all applicable laws.
- 15.5. All persons who enter the Ground using a Membership Scheme acknowledge that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them to assist in the prevention or investigation of crime and in broadcasted



televised coverage of Matches and/or for promotional or marketing purposes by the Club, the Premier League or other third parties and use of a Membership Scheme to enter the Ground constitutes consent to such use.

## 16. Amendments

The Club reserves the right to make amendments to these Membership T&Cs or the Membership Scheme from time to time, provided that, if the amendments are introduced during the course of a Season, the amendments shall not result in any Member receiving any less than the same or substantially similar Membership Benefits to those that the Member was entitled to receive prior to such amendments in relation to that Season. Up to date versions of the Membership T&Cs will be made available promptly on the Website, and hard copies will be available from the Club upon request.

## 17. Waiver

If the Club does not insist immediately that a Purchaser/Member does anything they are required to do under these terms, or if the Club delays in taking steps against a Purchaser/Member in respect of their breaking this contract, that will not mean that the Purchaser/Member does not have to do those things and it will not prevent the Club taking steps against such Purchaser/Member at a later date.

## 18. Governing Law

These terms are governed by English law and you can bring legal proceedings in respect of the Membership Scheme in the English courts. If a Purchaser/Member lives in Scotland they can bring legal proceedings in respect of the Membership Scheme in either the Scottish or the English courts. If a Purchaser/Member live in Northern Ireland they can bring legal proceedings in respect of the Membership Scheme in either the Northern Irish or the English courts.



## PART 2: - Membership Benefits

## **Season Ticket Waiting List**

All Members will have the opportunity to join Tier One of the Season Ticket waiting list\* to gain priority access to non-renewed Season Ticket seats in 2024/25 and for future seasons. Members who are registered will be processed on a first-come, first-served basis, meaning those who sign up as early as possible will improve their chance of securing a Season Ticket for the 2024/25 campaign and beyond. To retain your position in Tier One of the waiting list, you must retain your official membership status.

\*Members will be added to the appropriate waiting list on sign-up dependent on waiting list history (if available) and availability. Members can check which waiting list they will be eligible to join at evertonfc.com/waitinglist.

#### **Priority Ticket Access**

All Members will have priority ticket access for First-Team matches. A priority sales window of at least three days will be available to Members before tickets go on general sale\*. This includes fixtures in the Premier League and the two domestic cup competitions (FA Cup and League Cup). Members will be notified by email on the day a match priority windows opens. \*Subject to availability, limited to one ticket purchase per window equivalent to the Membership tier the purchasing Member is associated to. Previous match ticket history may apply.

#### **Discounted Tickets**

As part of their Membership, all Members may receive match ticket discounts throughout the season. Members will be notified by email of any matches which will be discounted.\*

\*Available for a minimum of one match per season. Discounts are not transferable unless otherwise advertised.

## Watch Our Under-21s LIVE for FREE

Being a Member provides you with free entry to our Everton Under-21s home league fixtures\* at Southport FC's Pure Stadium. Simply show your Digital Member card at the gate on the day of the fixture to gain entry free of charge.\* Visit **evertonfc.com** for 2023/24 fixtures.

\*Subject to availability/capacity.

## Access to complimentary Tickets for Everton Women Home WSL Games

All Official Members will receive access to an allocation of complimentary tickets\* for selected Everton Women's home league fixtures at Walton Hall Park played in the 2023/24 WSL season. Complimentary tickets are subject to availability. Fixtures will be confirmed ahead of the 2023/24 WSL season. Check evertonfc.com for updates.

\*Subject to availability/capacity.

Fixtures will be confirmed ahead of the 2023/24 WSL season. Check evertonfc.com for updates.

# **Exclusive Everton Content**

Adult and International Members will be able to take advantage of exclusive NEW and improved online content available in your "Members Only" online area. Members will also have access to matchday highlights for home games and behind the scenes video footage throughout the season. Additionally, Members will have the opportunity to vote on their "Goal of the Month" with the chance to present the winning player with the trophy. Visit evertonfc.com/officialmembership to find out more.

## **Live Pre-Season Match Streams**

Adult and International \*Members have the opportunity to watch a selection of pre-season games LIVE online, in addition to selected Under-21s home games. We will keep all Members informed of forthcoming live stream events with regular emails and social media reminders. You will also be able to visit evertonfc.com/officialmembership for details of how to access live streams. Please note that it can take up to one (1) hour from the time of purchase for your Official Membership to be activated.

\*Where applicable.

## Win Tickets!

All Members will have the opportunity to be included in quarterly prize draws and competitions to win tickets for various events we will be hosting throughout the season. All competitions will be available in the Members Only online area on evertonfc.com or communicated via email. Make sure your marketing preferences are kept up to date on your account or on the email address associated with your account to ensure you do not miss out! Additional terms and conditions will apply to each prize draw and competition.

## 10% Off Soccer Schools for Juniors

Official 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 using 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 call 0151 886 1878 or evertoninternational academy.com

# **Vote On Club Initiatives**

Adult and International Members will be invited to share their views with the Club. As a Member, you have automatically been added to our Fans' Panel group and will receive email invitations to take part in surveys and provide your thoughts.

## **Welcome Pack**

As a part of any full priced Membership, Members will receive a welcome pack by post which includes gifts for use during the 2023/24 season. Welcome packs will be sent out from July 2023 and it may take up to 21 days for Members to receive their welcome packs. All other Membership benefits will be available within 30 minutes of purchasing the Membership. Members can opt to pay an additional fee to track their welcome pack. If Members opt to receive their welcome pack by standard delivery post, no additional fee will be payable. Members accept that membership packs sent by standard delivery post may be lost in transit and the Club accepts no responsibility in this regard. If you wish to guarantee delivery of your membership pack, you will need to opt to pay an additional fee to track your membership pack.

For the avoidance of doubt, the welcome pack will **not** be provided on discounted Memberships.

#### 10% Discount On Club Merchandise

All Members enjoy an exclusive discount of 10% at evertondirect.com and in the Club's stores at Everton One and Everton Two. To use your discount in store up until 1 June 2024, please show evidence of your Membership \* at the till. The use of this discount online will be limited to one use per Member. Members will receive, via email, their unique discount code to use online. \*\*

- \*Physical Member Card.
- \*\*For discount code enquiries, please call 0151 556 1878.

#### **Stadium Tours**

All Adult and International Members will receive an exclusive discount of 20% on all tickets purchased for tours of Goodison Park and selected Legend Tours. \*

This discount will be automatically applied when purchasing your eligible tickets online when logged into the Members Only online area. Where tickets are purchased over the phone, please quote your customer number.

\*The discount can be applied to up to three tickets per use and used up to three times in the 2023/24 season.

## **Mascot Prize Draw**

For a chance to be a matchday mascot, Teen and Junior Members\* will be automatically entered into a draw ahead of every First-Team match. Selected mascots will be contacted by email or phone no later than 10 days before the relevant match. \*Teen and Junior Members must be aged between five and 12 years to be entered into the draw.

# Birthday e-Card

Teen, Junior and Infant Members will, around the time of their birthday\*, receive a card by email\*\* wishing the Member a happy birthday.

- \*The Club cannot guarantee that Members' birthday e-cards will be received on or before the date of their birthday.
- \*\*Subject to relevant information being true, accurate and kept up to date.

## Junior Blue Function

All Teen and Junior Members will automatically be entered into a draw to attend a Club function. Selected Members will receive an invitation to the Club function through the post together with further details of the event. At the Club function, Members will receive a goodie bag and may have the opportunity to meet First-Team players.

## Junior Play On Pitch

As a Junior Member, you may be selected\* to play in front of the Club's Academy coaches by attending exclusive play-on pitch events at Finch Farm. Details of the events and how to apply for each event will be emailed to Members throughout the season.

\*Selection is at random.

## **Adult Play On Pitch**

As an Adult Member, you may be selected\* to play in an exclusive play-on pitch event at Finch Farm. Details of the events and how to apply for each event will be emailed to Members throughout the season.

\*Selection is at random.



## **Matchday Giveaway**

On selected matchdays, any Teen and Junior Members at Goodison Park may receive a gift from Everton as part of the Club's special match-related giveaways.

# **Everton Rewards**

Official Members' loyalty will be rewarded as they will receive exclusive monthly bonus points with Everton Rewards. The more points you collect, the bigger the saving you will make on your Official Membership. See more and sign up at evertonfc.com/rewards

# **Everton Legends Q&A**

At various points in the season, Official Members will have the opportunity to meet with Everton First Team players and Legends via an online Q&A. Information on how to take part will be available to view online within the Official Members area of the Website online at evertfonfc.com

# **Partner Product Discounts**

Official Members will have access to a variety of Official Partner incentives and discounts throughout the season. Information, including terms and conditions, will be available to view in the Official Members area of the Website online at evertonfc.com



# PART 3: Membership Fees

| Fee Payable for 2023/24 Season |
|--------------------------------|
|                                |
|                                |
| £35                            |
|                                |
| £35                            |
|                                |
| £20                            |
|                                |
| £20                            |
|                                |
| £10                            |
|                                |
|                                |



# **Annex 1: Model Cancellation Form**

| To: The Everton Football Club Company Limited                                       |
|---|
| I hereby give notice that I wish to cancel my contract for the Official Membership. |
| Ordered on:   |
| Name:   |
| Address:  |
| Signature:  |
| Dated:  |