

**SPORTING CLUB ISLE OF MAN LIMITED OFFICIAL MEMBERSHIP
TERMS & CONDITIONS FOR 2020/21 (“Terms and Conditions”)**

1. Definitions:

In these Terms and Conditions the following definitions apply:

“**Applicant**” means a person that is 16 years of age and over at the time of applying for membership;

“**Articles**” means the Club’s memorandum and articles of association;

“**Club**” means Sporting Club Isle of Man Limited;

“**Confirmation Email**” means the email sent by or on behalf of the Club to an Applicant for Membership or renewal of Membership, confirming that such application or renewal has been approved and accepted for Membership.

“**Events**” means the events which the Club may from time to time organise or promote, including but not limited to sporting events and functions.

“**Event Regulations**” means any rules or regulations issued by the Club from time to time setting out the terms and conditions upon which persons are granted entry to an Event organised, promoted or supported by the Club.

“**Fee**” means the fee payable for Membership, as detailed on the Club’s website.

“**Gift**” means a gift of Membership purchased by one person for use by another.

“**Group**” means the Club, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

“**Member**” means an Applicant that has been accepted by the Club for Membership.

“**Membership Contract**” means as defined at clause 5.1 below.

“**Members ID**” means the identification number issued to each Member upon acceptance of their Membership Application.

“**Membership**” means Club Official Membership which is an annual membership scheme.

“**Membership Benefits**” means the benefits which may be offered to Members from time to time, as displayed on the Club’s website.

“**Members’ Rule Book**” means any rule book issued by the Club from time to time, containing rules regarding the conduct of Members, to which Members must adhere.

“**Nominated Team**” means the sporting team or teams nominated by a Member at the time of application for Membership which a Member elects to support.

“**Regulations**” means any Event Regulations and any Venue Regulations.

“**Ticket**” means any digital ticket or similar document which may be issued and offered for sale for Events.

“**TicketCo**” means the online service provider appointed by the Club to process membership applications and to offer Tickets and other goods and services for sale from time to time, at

the request of the Club. The Club will notify Members via its website if the online service provider is changed.

“**Venue**” means the event locations hired, owned, occupied or utilised by the Club from time to time.

“**Venue Regulations**” means any rules and regulations issued by a Venue and/or the Club relating to use of a Venue during a Club organised Event.

“**Vote**” means the right for each Member to vote on certain matters relating to the Club and/or a Nominated Team, in accordance with the Articles. Each Member has one vote on each matter put to the Membership for a vote.

In these Terms and Conditions, a reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 220 of the Companies Act 2006 (an Act of Tynwald).

2. Terms and Conditions

2.1 These Terms and Conditions are published and maintained on the Club’s website at www.sportingclub.im/membership. For the avoidance of doubt, in the case of discrepancy between the Terms and Conditions published on the Club’s website from time to time and any issued hard copy of the Terms and Conditions, the Terms and Conditions published on the Club’s website shall prevail.

3. Membership Subscription and Activation

3.1 By entering into the Membership Contract you agree to be bound by these Terms and Conditions.

3.2 By applying for a Membership and/or using the same, you hereby warrant and represent that you are a supporter of the Club (and/or the Nominated Team if elected by you during the application process). The Club reserves the right to ask you to provide proof of identity at any point throughout your Membership period. Failure to provide proof of identity when requested may result in your Membership being cancelled and Fee not refunded.

3.3 Upon applying for Membership, or to renew your Membership, Applicants / Members will receive a notification confirming whether their application has been accepted in accordance with the criteria specified by the Club from time to time.

3.4 The Membership Fee is payable on completion of the application or renewal process, as appropriate.

3.5 Membership Benefits commence immediately on receipt of the notification confirming your successful application.

3.6 The Club has the right to cancel a membership in accordance with the Members’ Rule Book

3.7 The Club cannot accept responsibility for non-receipt of any applications for Membership by the online service provider appointed by the Club from time to time to deal with the processing of Memberships. Please refer to the End-user Terms and Conditions of the relevant online service provider for their contact details if you require assistance.

3.8 The cost of Membership is available online at www.sportingclub.im/membership.

3.9 Unless otherwise stated, charges are inclusive of VAT and any other taxes applicable from time to time.

3.10 A Confirmation Email will constitute our acceptance of your Membership application. Our acceptance of your application will be deemed complete and received by you at the time and date the Club (or its agent) sends the Confirmation Email, which shall be specified on the Confirmation email. The Club accepts no responsibility for you not actually receiving the email, for whatever reason. You are responsible for ensuring that the email address and contact information you supply is accurate.

4. Members ID

4.1 Upon joining or renewing Membership, Members will be issued with a Member's ID which should be kept in a safe place.

5. Membership Terms and Cancellation

5.1 The Membership is an annual membership scheme running from 1st June to 31st May in each year (the "**Membership Year**") and constitutes a binding contract between you and the Club (the "**Membership Contract**"). The Membership Contract starts on receipt by you of the Confirmation Email. If you elect to join the Club part way through any Membership Year, you will still be required to pay the full annual Membership Fee. All annual Memberships will end on 31st May in each year.

5.2 If you choose to cancel your Membership at any point during the Membership Year please contact us by email at memberships@sportingclub.im. You must provide the Club with at least seven days' notice of cancellation in accordance with the Articles. Please note that, notwithstanding cancellation of your Membership, you will not be entitled to a refund of the cost of your Membership, including in respect of any unexpired portion of the Membership.

5.3 For the avoidance of doubt, if your Membership was purchased by way of a Gift, you may cancel the Membership Contract in accordance with this clause 5, notwithstanding that your Membership was purchased by a third party purchaser. All rights, liabilities and obligations relating to Membership shall vest in the person notified to the Club as the holder of the Membership at the time of purchase.

6. Updating your Membership Information

6.1 It is the Member's responsibility to inform the Club of any change of name or other contact details. To inform the Club of any change of name, address or email address please update this information on the contact us at memberships@sportingclub.im. The Club (at its absolute discretion) may charge an administration fee in respect of any name change. For the avoidance of doubt, any change of name means that the **Member has changed their name** and does not mean that the Membership can be transferred to somebody else.

6.2 If you do not provide up-to-date details, the Club cannot guarantee that you will receive all communications when issued.

7. Voting

7.1 Each Member shall have the right to vote on certain matters relating to the Club in accordance with the Articles, or in relation to a Nominated Team if selected during the application process. Each Member shall have one vote on each matter put to the Membership for a vote, in accordance with the Articles. Details of meetings of the Members convened for the purpose of voting shall be published on the Club's website.

7.2 By providing the Club with your email contact address, you acknowledge and agree that the Club may contact you by email with details of any Membership meetings. It is your responsibility to ensure that the Club is kept updated with your correct email address in

accordance with clause 6 above. Your non-receipt of the notice of any meetings convened by the Club shall not invalidate any vote taken at a meeting of Members.

8. Lost or Misplaced Members ID

8.1 If you inadvertently lose or misplace your Membership ID you should contact TicketCo (or the relevant online service provider if another has been appointed by the Club).

9. Benefit Terms and Conditions

9.1 A Member shall be entitled to Membership Benefits upon presentation of the Members ID. All Membership Benefits are specified in full on www.sportingclub.im/membership.

9.2 Membership Benefits may be modified or removed at the sole discretion of the Club from time to time, and shall be listed on the Club website.

9.3 For the avoidance of doubt, there is no guarantee that as a Member you will be able to purchase Tickets for an Event and Tickets will be sold on a first come first served basis.

10. Ticketing Access and Purchase

10.1 The issue of Tickets by the Club is governed by its Terms and Condition of issue and the TicketCo Terms and Condition of issue which will be provided to you by TicketCo at the time of your purchase (or by the relevant online service provider if another has been appointed by the Club).

10.2 Members may on occasion be given the opportunity to apply for some Tickets before they go on general sale to the public. Discounted prices may also be offered from time to time. Any early availability of Tickets will be advertised by the Club on its website and via TicketCo (or any other online service provider that the Club may appoint from time to time). The Club may in its absolute discretion limit the number of tickets a Member can purchase for any Event depending on the Venue capacity and Event demand.

10.3 Members may purchase Tickets via the online systems offered by the Club.

10.4 Nothing in these terms and conditions constitutes or implies any guarantee of entitlement to a Ticket, seat or access to any area of any Venue or any Event location.

10.5 No guarantees can be given by the Club or any other company within the Group that an Event will take place at a particular time or on a particular date. The Club and the other companies within the Group reserve the right to reschedule any Event without notice and without any liability whatsoever. The Club and its Group will have no further liability whatsoever relating to any alteration of the time or date of any Event (including but not limited to any postponement or abandonment), including (but not limited to) any direct or consequential loss or damage, loss of enjoyment or travel/accommodation costs. Members should visit any websites hosted by companies within the Group on a regular basis in order to check the latest dates and times of Events.

10.6 The Club reserves the right to vary the manner or system in which Tickets are to be sold, upon reasonable notice being given to Members.

10.7 Some Events and Venues utilised by the Club and other companies within the Group may have age restrictions on persons attending Events and Venues which will be communicated to Members at the time of advertising.

10.8 If the remittance tendered in payment of Membership or Tickets is dishonoured or in any other way refused (other than by the Club), the relevant Member shall be liable to pay the

Club's administrative charge, which the Club may inform the Member in writing from time to time; and any bank or other similar charge incurred by the Club.

11. Cancellation & Withdrawal of Membership

- 11.1** Without prejudice to any other remedies it may have (including the provisions relating to the expelling of Members contained in the Articles), the Club shall have the right in the case of any serious or persistent breach of these Terms and Conditions or the Members' Rule Book, to cancel and withdraw your Membership. In the event of such cancellation no refund will be paid in respect of any unexpired portion of the Membership. Without prejudice to the general nature of the above, actions and behaviour that the Club and other companies within the Group believe, in their reasonable opinion, to be unbecoming of a Member shall constitute a serious breach of these Terms and Conditions.
- 11.2** The Club is committed to preventing discrimination in all its fields of operation, providing an environment free from racial or homophobic abuse, harassment, bullying and victimisation. Any Member engaging in such abuse or harassment will have their Membership withdrawn or cancelled and be banned from attending future Events involving the Club and any other company in the Group. No refunds will be issued.
- 11.3** In the event that your Membership is withdrawn or cancelled, the Club reserves the right to exclude you from any other membership scheme maintained or organised by the Club or any other company within the Group and/or to disqualify you from applying for any Ticket at its discretion.
- 11.4** The Club reserves the right to suspend the use of your Membership and all associated Membership Benefits for a period of time or to withdraw its use in the event of misuse or if abused in any way or in the event of a breach of any of these Terms and Conditions, the Regulations or any other rules and regulations issued by the Club from time to time; or in the event of any abusive, dangerous or other unacceptable behaviour by the Member, or if the Member is prohibited by law from attending any Event location.

12. Use of Your Membership

- 12.1** The Club reserves the right to refuse admission or eject from any Event organised by the Club and/or other companies within the Group or from any Venue utilised by any company within the Group, any Member who fails to comply with the Regulations applicable to the relevant Event and Venue.
- 12.2** Member's ID is issued for your sole use. You shall not transfer or lend your Member's ID or the benefit of it to any other person.
- 12.3** For the avoidance of doubt (and by way of example only) the Members ID issued to you may not be offered as a prize in any promotion or competition nor transferred, lent or sold to any third party as part of a hospitality or travel package, save as expressly authorised by the Club.
- 12.4** Transfers of Membership are not permitted.

13. Exclusion of Liability

Except in respect of death or personal injury resulting from any negligence of the Club, neither Sporting Club Isle of Man Limited nor any Group company or any of their respective officers, employees or agents shall be responsible for (whether in tort, contract or otherwise):

- (i) any loss, damage or injury to you or to any property belonging to you in or upon or around any Venue associated with any Event, resulting from any cause whatsoever; or

- (ii) for any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever.

14. Data Protection

14.1 Any personal information you provide to us will be treated in accordance with applicable data protection legislation and processed in accordance with the Club's privacy policy. For the purposes of data protection laws, the Club is the "data controller" of all personal information that it collects, uses and/or otherwise processes about you. The Club will use the information you provide to it primarily to administer your Membership. In addition, we may use it for the following purposes:

- (a) updating and enhancing Membership records;
- (b) analysis to help us manage and operate the Club; and
- (c) improving the Club's communications and marketing.

14.2 For full details of Our Privacy Policy please visit www.sportingclub.im/privacy-policy.

15. General

15.1 If you have any complaints in relation to your Membership please contact us by email at memberships@sportingclub.im.

15.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Isle of Man. The parties hereby submit to the exclusive jurisdiction of the Courts of the Isle of Man.

15.3 The Club may amend these Terms and Conditions and the Members' Rule Book from time to time in its absolute discretion. Any changes will be published on the Club's website.