

MANCHESTER CITY FC SCORE AN UPGRADE TERMS AND CONDITIONS

By participating in the Manchester City FC Score An Upgrade promotion (the “**Upgrade**”), you fully agree and accept these Upgrade Terms and Conditions (“**Upgrade T&Cs**”) together with Manchester City FC Hospitality Terms and Conditions (“**Hospitality T&Cs**”) and any specific instructions and terms for the Upgrade which may be mentioned on the relevant section of the website (the “**Upgrade Information**”).

Manchester City Football Club (the “**Club**”) may cancel or amend the Upgrade, Upgrade Information, these Upgrade T&Cs, or the Hospitality T&Cs without prior notice. Any changes will be posted either within the Upgrade Information, these Upgrade T&Cs or the general ticket sales information section on the Club website.

In the event that these Upgrade T&Cs conflict with the Hospitality T&Cs, these Upgrade T&Cs shall prevail.

1. The Upgrade

- 1.1 The Upgrade will entitle a Manchester City Season Ticket Holder (the “**Purchaser**”) access into the Legends hospitality area for the game/s specified on the hospitality booking form.
- 1.2 The option to Upgrade is only available, subject to availability and strictly at the discretion of the Club, for:
 - (i) Manchester City V Southampton (Premier League home match on 3 November 2018); and/or
 - (ii) Manchester City V Bournemouth (Premier League home match on 1 December 2018).
- 1.3 The Upgrade cannot be used in conjunction with any other offer, promotion, competition or event organised or run by or on behalf of the Club.
- 1.4 The Upgrade is only available over the phone and Purchasers must contact the Club ticket office on +44 (0)161 333 4446.
- 1.5 Package details are available [here](#).

2. Price and Payment

- 2.1 The Upgrade will be available for under-12 season ticket holders at £39.50 and for all other season ticket holders for £79.00.
- 2.2 The fee due in respect of each Upgrade shall be payable at the time of booking.
- 2.3 The fee may be paid using any of the following payment methods:
 - (i) cheque (payable to Manchester City Football Club Limited);
 - (ii) cash in pounds sterling;
 - (iii) banker’s draft;
 - (iv) CHAPS transfer; or
 - (v) valid debit or credit card.

3. Eligibility

- 3.1 The Upgrade is only available for the matches listed in clause 1.2 and only for Club season ticket holders for the 2018/19 Premier League season.
- 3.2 All Under-18 Purchasers must be accompanied by an Adult who has also purchased an Upgrade.

4. Ticket exchange and re-sell

- 4.1 The Upgrade price is deemed an addition to your usual season ticket price.
- 4.2 In purchasing the Upgrade, a Purchaser agrees that their standard season ticket card will not be valid on any match they have chosen to Upgrade and the season ticket card will not allow entry into the stadium for that match.
- 4.3 The Club reserves the right to resell a Purchaser’s standard season ticket, at its discretion, for the match they have chosen to Upgrade and are under no obligation to refund a Purchaser any amount towards their season ticket purchase.
- 4.4 For the avoidance of doubt, if a Purchaser has chosen to Upgrade, they will not be able to use the Club Ticket Exchange programme for that match.

5. General

- 5.1 Any Purchaser must comply with any directions given to him or her by the Club including but not limited to any and all relevant laws, rules and regulations.

- 5.2 Entry to the Club's stadium is subject to normal conditions of ticket entry. All Upgrades are for season ticket holders and you must be a home or neutral supporter to Upgrade. Each ticket is issued by the Club subject to the terms and conditions of entry which are available from the Club. The use of a ticket to enter the Club's stadium constitutes acceptance of the Club's terms and conditions of entry. The ticket shall remain at all times the property of the Club.
- 5.3 The Club reserves the right to modify, cancel, terminate or suspend the Upgrade in whole or in part, at its sole discretion, if it believes the Upgrade is not capable of being conducted as specified in these Upgrade T&Cs or in the event of system failure, maintenance or repair, network issue, a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of the Club that could corrupt or affect the administration, security, impartiality, or normal course of the Upgrade. The Club is not responsible for any loss or damage caused to you as a result of any of these occurrences.
- 5.4 The Club cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any Purchaser obtaining an Upgrade. Nothing in these Upgrade T&Cs shall limit or exclude liability for death or personal injury as a result of the Club's negligence, fraud or fraudulent misrepresentation.
- 5.5 You agree to reimburse the Club in respect of any damages suffered by the Club or any losses by the Club resulting from any claim made by a third party in respect of any matter arising from your use of the services relating to the Upgrade in breach of the Upgrade T&Cs or from your violating of any applicable law or regulation.
- 5.6 The invalidity or unenforceability of any provision of these Upgrade T&Cs shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Upgrade T&Cs shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- 5.7 The Upgrade and these Upgrade T&Cs will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.
- 5.8 The Club's Customer Services team may be contacted on +44 (0)161 444 1894 (option 1, option 1). The Club is: Manchester City Football Club Limited (company no. 40946) whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF.