

## FANCLUB MEMBERSHIP TERMS AND CONDITIONS

### 1 DEFINITIONS

1.1 In these Conditions:

- 1.1.1 "**Conditions**" means these terms and conditions of membership;
- 1.1.2 "**Consumer**" means any natural person who is acting for purposes which are outside his business;
- 1.1.3 "**Event**" means an event that is to take place at the Venue;
- 1.1.4 "Fanclub Member" means a Member of Fanclub that has paid the relevant Membership Fee;
- 1.1.5 "Fanclub" means the proprietary members club operated by NEC under the NEC branding, the proprietor and sole manager of which is NEC;
- 1.1.6 "**Member**" means a member of Fanclub and Membership shall be construed accordingly;
- 1.1.7 "**Member Benefit**" means any of the Member Benefits as described on [\[superfansclub.co.uk\]](http://superfansclub.co.uk) as amended by NEC from time to time;
- 1.1.8 "**Membership Card**" means the card provided to Members containing their unique member ID number and to be used by Members to access the Member Benefits.
- 1.1.9 "**Membership Fee**" means the membership fee payable by the Member to NEC for membership of Fanclub;
- 1.1.10 "**NEC**" has the meaning given to it in Condition 3.1;
- 1.1.11 "**Venue**" means the venue at which the Event is to take place, which may be the National Exhibition Centre, the Resorts World Arena, or the Arena Birmingham, or such other venue as we may inform you of from time to time.

### 2 THESE TERMS

2.1 These are the terms and conditions on which we offer membership of Fanclub to you.

2.2 Please read these Conditions carefully before you submit your request for membership of Fanclub. These terms tell you who we are, how we will provide your Fanclub Membership, how you and we may end your membership, what to do if there is a problem and other important information. If you think there is a mistake in these terms, please contact us to let us know.

2.3 These Conditions, the details in your Membership application and the details of the Member Benefits constitute the agreement on which we agree to you being an Fanclub Member.

### 3 INFORMATION ABOUT US

3.1 We are The National Exhibition Centre Limited, a company registered in England and Wales (company number 979395) with its registered office at The National Exhibition Centre, Birmingham, B40 1NT (“**NEC**”) (trading as NEC). Our registered VAT number is 979395.

3.2 You can contact us by telephoning us at 0844 338 0333 or by writing to us at info@NEC.co.uk or NEC, Gallery Offices, Arena Birmingham, King Edward’s Road, Birmingham, B1 2AA.

3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided in your application.

### 4 MEMBERSHIP

4.1 You agree to be bound by and to act in accordance with this agreement, including, without limitation, the obligation to pay the Membership Fee. Such payment shall be in a single payment without deduction or setoff payable on the date that you enter this agreement.

4.2 When we have received your payment in respect of the Membership Fee, we will review your application and where appropriate notify you in writing that your application to be a Member has been accepted (the “**Notification**”). We will also issue you with a Membership Card and an ID Number. We reserve the right at our absolute discretion to reject any application for membership of Fanclub and refund any Membership Fee paid to us pursuant to any such rejected application.

4.3 Membership of Fanclub will run from the time you receive the Notification (the “**Membership Commencement Date**”) and, subject to earlier termination in accordance with these Conditions, your membership of Fanclub will continue for a period of one (1) year (“**Membership Term**”).

- 4.4 On or around the date on which your Fanclub Membership will expire we will notify you by email and give you the opportunity to renew your Fanclub Membership.
- 4.5 We have the right to revise and amend the agreement from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems capabilities. We will give you reasonable prior notice of any changes to the agreement and you may then, if you so desire, contact us to cancel your Membership.
- 4.6 To purchase an Fanclub Membership you must be at least 18 years of age and be a resident in the UK. By entering this agreement you agree that you fulfil these criteria.
- 4.7 Membership cards can only be used by you and the Member Benefits are non-transferable. Proof of identity may be requested on presentation of your Membership Card and NEC reserves the right to refuse entry to any Event or for use of any Member Benefit where valid proof of identity is not provided on request.
- 4.8 You must inform the NEC Fanclub Membership team on 0333 300 3020 if your card is lost or stolen.

## 5 CONSUMER RIGHTS

- 5.1 By entering this agreement, you confirm that you do so as a Consumer and that you are not contracting in the name of or on behalf of any business or professional organization.
- 5.2 Subject to Condition 5.3, you may cancel your Fanclub membership at any time within fourteen (14) calendar days of the Membership Commencement Date (the "**Cooling-Off Period**").
- 5.3 We will not provide any services to you, in relation to your Fanclub Membership, during the Cooling-Off Period, unless specifically requested to do so by you.
- 5.4 If you inform us that you would like to cancel your Fanclub Membership during the Cooling-Off Period, and you:
  - 5.4.1 have not ordered or made use of any Member Benefits, you will receive a full refund of the Membership Fee;
  - 5.4.2 have booked and made use of any Member Benefits, you will receive a refund of the relevant Membership Fee less an amount for the supply of services relating to the Member Benefits booked and attended for the period

up to the time you inform us that you want to cancel your Fanclub Membership, such amount being in proportion to what has been supplied to you by us, in comparison with the Membership Fee; or

- 5.4.3 have booked future Member Benefits scheduled for outside of the Cooling-Off Period, you will receive a refund of the relevant Membership Fee and we may also cancel the individual Member Benefits booked, in which case you will also receive a refund of the full Membership Fee.
- 5.5 To cancel your Fanclub Membership you must inform us in writing, prior to the expiry of the Cooling-Off Period. This provision does not affect your other statutory rights as a Consumer.
- 5.6 If you submit a valid cancellation request pursuant to Condition 5.5, we will reimburse the Membership Fee subject to any applicable deductions calculated in accordance with Condition 5.4, within 14 days of the day on which we are informed about your decision to cancel, using (i) the same method of payment used to pay the Membership Fee; or (ii) a cheque, if it is not possible to make the refund in accordance with Condition 5.6(i).

## **6 MEMBER BENEFITS AND MEMBER OBLIGATIONS**

- 6.1 As a Member, you are entitled to receive the Member Benefits as set out [superfansclub.co.uk](http://superfansclub.co.uk).
- 6.2 In order to book a Member Benefit, you must follow the instructions in the Membership Description. You must use your unique membership identification number or where appropriate your Membership Card when booking or making use of Member Benefits. You acknowledge and agree that we may impose additional terms and conditions on bookings and attendance at Events. You will be informed of any such additional terms and conditions by us in advance of the applicable Event.
- 6.3 You acknowledge and agree that you will, and you procure that your guests will, adhere to any rules and regulations referred to on any tickets or other documentation issued as part of any Member Benefit, including, without limitation, those rules and regulations established by us for the health, safety, comfort and benefit of all persons at an Event and any statutory regulations from time to time in force.
- 6.4 You acknowledge and agree that we may place restrictions on the age of persons allowed to attend any Event or make use of any Member Benefit.
- 6.5 All Membership Benefits are subject to availability and may be subject to change or withdrawal by NEC at any time and without notification. Please review the Member

Benefits frequently to ensure that you are up to date on the Member Benefits that are currently available.

## **7 TERMINATION OF MEMBERSHIP**

7.1 Without prejudice to any other rights or remedies available to us, we reserve the right to terminate your Membership at any time without cause on giving fourteen(14) days written notice and immediately if you:

7.1.1 commit a material breach of the agreement; or

7.1.2 commit or are otherwise involved with abusive, threatening, drunken or other anti-social behaviour at the event, or are found to be carrying offensive weapons or illegal or prohibited substances.

7.2 If your membership to NEC is terminated pursuant to Condition 7.1, you will not be entitled to any refund of the Membership Fee.

7.3 You may resign your membership of Fanclub at any time by notice to us, but you will not be entitled to any refund of the Membership Fee.

## **8 LIABILITY**

8.1 Whilst the NEC tries to ensure Events take place as scheduled, no guarantees can be given by NEC that an Event will take place at a particular time or on a particular date and NEC reserves the right to reschedule any Event and withdraw any relevant Member Benefits without notice and without any liability whatsoever.

8.2 Subject to clause 8.1 we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the agreement 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 of the Membership Commencement Date, both we and you knew it might happen.

8.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

8.4 We only supply the membership for domestic and private use. If you use the membership for any commercial, business or re-sale purpose we will have no liability

to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.5 We will not be liable for any personal travel or accommodation arrangements and/or expenses made relating to a Member Benefit or the cancellation of a Member Benefit.

8.6 This Condition 8 shall survive termination of the agreement.

## 9 GENERAL

9.1 We may use any personal data provided by you to contact you with information about similar goods and services that we consider may be of interest to you, but you may tell us at any time that you no longer want to receive this information.

9.2 We have no liability to you under the agreement if we are prevented from, or delayed in performing, our obligations under the agreement or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, health pandemic or default of suppliers or subcontractors.

9.3 If we fail, at any time while the agreement is in force, to insist that you perform any of your obligations under the agreement, or if we do not exercise any of the rights or remedies available to us under the agreement, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any term of the agreement shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

9.4 Unless specifically provided otherwise, rights arising under the agreement are cumulative and do not exclude rights provided by law.

9.5 If any court or competent authority decides that any of the provisions of the agreement are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the agreement, which will continue to be valid to the fullest extent permitted by law.

- 9.6 The agreement constitutes the whole agreement between us and supersedes all previous agreements between us relating to its subject matter.
- 9.7 You will not, without our prior written consent, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of your rights or obligations under the agreement.
- 9.8 Nothing in the agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between us, nor constitute either of us acting as agent of the other for any purpose.
- 9.9 Save for the Notification or where we expressly reserve the right to give notice by another method, any notice required to be given under the agreement will be in writing and will be delivered personally, or sent by pre-paid first-class post or recorded delivery to us or you (as applicable) and, if sent to us, will be marked for the attention of the Company Secretary. Any notice will be deemed to have been duly received if delivered personally, when left at the address, and if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting. This Condition 9.9 will not apply to the service of any in any proceedings or other documents in any legal action.
- 9.10 The agreement between us is binding on us and on our respective successors and assignees. You may not transfer assign, charge or otherwise dispose of the agreement, or any of your rights or obligations arising under it, without prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of the Agreement, or any of our rights or obligations arising under it at any time during the term of the agreement.
- 9.11 The agreement, its subject matter and formation (and any non-contractual disputes or claims arising out of or in connection with it) shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.
- 9.12 If there is any dispute arising between you and us and you are not satisfied with our response, you may use the following link to access the European Commission's online dispute resolution platform: <http://ec.europa.eu/consumers/odr/>

## 10 GIFT MEMBERSHIP

### 10.1 Gift Membership Purchase

Gift Memberships must be activated within six (6) months of the date of purchase. When purchasing your Gift Membership online you will receive a Fanclub Membership by email, which can then be printed, or forwarded to your chosen recipient – this email will include instructions on how to activate the voucher. Once activated, the Fanclub Membership is valid for 12 months from the date of activation. You may cancel your Gift Membership purchase at any time within fourteen (14) calendar days of your purchase - refunds can only be made on Gift Memberships that have not been activated. To cancel a Gift Membership, please contact our Fanclub Membership Team at [superfans@theticketfactory.co.uk](mailto:superfans@theticketfactory.co.uk). For the avoidance of doubt, Gift Memberships will not be automatically renewed.

### 10.2 Gift Membership Activation

10.3 Gift Memberships must be activated within 6 months of the date of purchase (the expiry date is shown on the Gift Membership payment confirmation email). These are the terms and conditions on which membership of Fanclub is offered to you and upon activation of your voucher all of these terms will apply with the exception of Conditions 5.2 to 5.6 which are not applicable to Gift Membership activations.