

Official Membership Terms & Conditions



OFFICIAL MEMBER

The following terms and conditions (the “**Membership T&Cs**”) apply to all purchases of a Membership Scheme (as defined below). Before purchasing, these Membership T&Cs are to be read in conjunction with the Season Ticket T&Cs, the Hospitality Ticket T&Cs, the Ground Regulations, the Conditions of Entry, the Website T&Cs (as applicable) and any other relevant terms and conditions referred to herein (together, the “**Associated T&Cs**”). Purchase of a Membership Scheme and use of the benefits it confers are subject to these Membership T&Cs and the applicable Associated T&Cs.

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

Purchasers: If you are the purchaser of any Membership then you are referred to in these Membership T&Cs as a “Purchaser”. By purchasing a Membership, the Purchaser certifies that they have read and understood these Membership T&Cs and agrees to be bound by, and comply with, these Membership T&Cs and any Associated T&Cs. If the Purchaser is not the Member, then the Purchaser shall make the Member aware of these Membership T&Cs and shall ensure that the Member complies with these Membership T&Cs.

Members: 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”. By entering the Ground or otherwise exercising any rights to any Membership Benefits or otherwise under these Membership T&Cs, the Member certifies that they have read and understood these Membership T&Cs and agrees to be bound by, and comply with, these Membership T&Cs and any Associated T&Cs.

PART 1 - 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 Member provided to the Club upon application for the purchase of a Membership Scheme, or such other address as may be notified by a Purchaser and/or Member to the Club from time to time;
“ Adult ”	as defined in condition 2.1;
“ Automatic Renewal Date ”	as defined in condition 5.3;
“ Club ”	The Everton Football Club Company Limited;
“ Conditions of Entry ”	the rules and regulations of each of FIFA, UEFA, the Football Association, the Premier League, the Football League, and the Ground Regulations;
“ Cup Competition ”	each of the League Cup and the FA Cup;
“ Cup Match ”	any match in a Cup Competition in which the Team participates during the Season;
“ Everton Portal ”	a dedicated Members only page available to Adult and International Members;
“ Ground ”	Goodison Park, Goodison Road, Liverpool, L4 4EL (or such other ground to which the Club relocates on a temporary or permanent basis to the extent that Goodison Park is unavailable for use by the Club);
“ Ground Regulations ”	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 Cup Match or friendly match played by the Team;

Match Ticket T&Cs	those terms and conditions with 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, subject to these terms and conditions;
“Membership”	membership of a Membership Scheme operated by the Club;
“Membership Benefits”	in respect of each Membership Scheme, the benefits to which a Member of that Membership Scheme is entitled, as set out in Schedule 1 of these Membership T&Cs;
“Membership Card”	a card (and any replacement thereof) issued to each Member by the Club which evidences the Membership of the Member;
“Membership Fee”	the fee payable by a Member to join the relevant Membership, as detailed in Schedule 2 of these Membership T&Cs and on the Website, and which may be changed by the Club each year;
“Membership Scheme”	the membership schemes as further described in condition 2.1 of these Membership T&Cs;
“Premier League Match”	any match played by the Team in the English Premier League during a Season;
“Priority Membership Sales Period”	a period of time as determined by the Club but typically three to five days prior to Home Match tickets going on general sale during which Members will have priority in accordance with condition 13.1;
“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 Year”	a period of 12 calendar months which commences on 1st June, with the first Subsequent Year under these Membership T&Cs commencing on 1 June 2020;
“Team”	the Club’s first team squad;
“Teen”	as defined in condition 2.1;
“Website”	the Club’s website at www.evertonfc.com ; and
“Year”	the period of 12 calendar months which will end on 31 May 2020.

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 aged 18 or over as at the date of initial purchase of the Membership
International	available to individuals aged 18 or over as at the date of initial purchase of the Membership
Teen	available to individuals aged between 12 and 17 years old as at the date of initial purchase of the Membership
Junior	available to individuals aged between 4 and 11 years old as at the date of initial purchase of the Membership
Infant	available to individuals aged 3 years old or under as at the date of initial purchase of the Membership

2.2 Details of the Membership Benefits are set out in Schedule 1 of these Membership T&Cs.

2.3 If, during the course of the Year (or any Subsequent Year 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 Year, 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 and/or using a Membership Card, you hereby warrant and represent that you are (and any person you are buying a Membership Scheme for or who uses your Membership Card 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 Schedule 2 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 Year may be different to the current Membership Fees. Any changes to the Membership Fees will take effect at the start of any Subsequent Year 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:

- a. online at evertonfc.com/makeitofficial ;
- 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 shall be 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 shall be 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 so 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.

3.6 The Club only accepts payments made by cash, cheque, AMEX and valid credit card, Visa debit card or MasterCard debit card.

3.7 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 use reasonable endeavours 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 Card(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, other administrative charges and/or expenses incurred by the Club as a result of the Purchaser's breach of this condition 3.7.

3.8 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 endeavour 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 2020.

5. Automatic Renewal of Membership(s)

5.1 Notwithstanding condition 4.1, the Club shall automatically renew your Membership for the Subsequent Year(s) in accordance with this condition 5.

5.2 For the avoidance of doubt, your Membership shall be renewed as a 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.

5.3 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 Year'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.

5.4 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 confirms that they have the permission of the Purchaser for the Membership Fee to be taken from their account (if applicable) for the Subsequent Year at the amount and on the date set out in the notice provided under condition 5.3.

5.5 The Club shall 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.

5.6 If the Member does not wish to renew their Membership for the Subsequent Year, the Member shall provide notice to the Club (in the form specified by the Club in the notice sent by the Club under condition 5.3 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.

5.7 If the Club does not receive notice from the Member that the Member does not wish to renew their Membership for the Subsequent Year under condition 5.6, then:

- a. such Membership shall automatically renew on the Automatic Renewal Date for the Subsequent Year and the Member shall have no right to choose not to renew such Membership for that Subsequent Year or to cancel the renewal; and
- b. the Member shall be deemed to have accepted the terms and conditions applicable to the renewed Membership provided by the Club under condition 5.3.

5.8 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 such Membership shall not be renewed and therefore shall be deemed cancelled.

6. Consumer Rights

6.1 If you are a consumer 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 Schedule 3 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, L4 4EL.

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) not later than 14 days from the date on which you informed the Club of your decision to cancel your Membership.

6.3 If your Membership Card has been delivered to you before you decide to cancel your purchase, then you must return it to the Club without undue delay and in any event not later than 14 days after the day on which you let the Club know that you wish to cancel the Membership.

7. Dispatch of Membership Cards

7.1 All registered Members shall be issued with a Membership Card. No action is required to activate Membership Cards.

7.2 The Club shall not have any liability to any Purchaser or Member for any non-delivery or late delivery of any Membership Card, ticket, documents or other materials dispatched by the Club to the Purchaser and/or Member resulting from the actions, omissions, malfunctions or interruptions of any postal services or incomplete or inaccurate personal details or Addresses provided to the Club. Should any such items purchased not arrive in the post within seven days of receiving a welcome email from the Club, the Purchaser should contact the Club immediately.

7.3 All Membership Cards will remain the property of the Club and may be confiscated, cancelled or withdrawn by the Club in accordance with these Membership T&Cs at any time. Membership Cards must be produced along with evidence of identity if required by any official, steward or employee of the Club or any police officer.

8. Lost, Stolen and Damaged Membership Cards and Tickets

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

9. Transfer of Membership and Cessation of Rights

9.1 In circumstances where a Purchaser purchases a Membership Scheme on behalf of another person:

- a. such purchase must not be made in the course of business or for the purpose of facilitating any third party's business;
- b. the Purchaser shall not 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.

9.2 The Member on whose behalf the Membership Scheme is purchased pursuant to condition 9.1 shall adhere to and 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.

9.3 Membership Schemes, Membership Benefits and Membership Cards 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 temporarily allow a person who is known to them (a "Guest") to use their Membership Card for the purpose of allowing that Guest to attend such Home Match provided that:

- a. such 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 14.1.

- 9.4 The Guest shall adhere to these Membership 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 Card to procure that the Guest has read, and accepts that they shall be subject to, these Membership T&Cs, the Conditions of Entry and any relevant Associated T&Cs.
- 9.5 Subject to conditions 9.1 and 9.3 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.

10. Amendments to Membership Schemes

- 10.1 The Club reserves the right to re-brand or otherwise vary any of the Membership Schemes, or introduce any additional Membership Schemes, at any time provided that any such variation shall result in a Member receiving the same or substantially similar Membership Benefits to those the Member was entitled to receive prior to such variation. Members may, at the sole discretion of the Club, be transferred to such additional or replacement Membership Schemes without prior notice provided always that the Member shall be 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.

11. Suspension/Termination of Participation in the Membership Scheme by the Club

- 11.1 The Club may suspend a Member's access to the Everton Portal and/or the Membership Scheme at any time at its sole discretion. If the Club does choose to suspend a Member's access, it will inform the Member within a reasonable time. However, the Club is under no obligation to inform the Member of the reasons for the suspension or when the suspension may end.
- 11.2 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 to do so for operational reasons.
- 11.3 The Club may terminate the Membership Scheme on giving the Member 30 days' notice by email.
- 11.4 In the event that a Membership Card is withdrawn or a Membership Scheme 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).

12. Exclusion of Liability

- 12.1 The Club will not be liable to any Member for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- a. any failure or delay by the Club in carrying out any of its obligations under these Membership T&Cs which is caused by circumstances outside of the Club's reasonable control;
 - b. any information provided to the Club by a third party;
 - c. the Everton Portal, including its availability and use of or reliance on any content displayed on the Everton Portal; or
 - d. any failure by a Purchaser/Member to provide updated contact/payment details in accordance with condition 15.

- 12.2 The Club shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 12.3 To the extent permitted by law, the Club excludes all conditions, warranties, representations or other terms which may apply to the Membership Scheme, whether express or implied.
- 12.4 For the avoidance of doubt, nothing in these Membership T&Cs shall exclude or limit the Club's liability for death or personal injury caused by the Club or the Club's employees' negligence during the course of their employment; or any other conduct for which liability may not be excluded or limited as a matter of English law.

13. Match Ticket Applications

- 13.1 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.

- 13.2 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.
- 13.3 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).

14. Attendance at Matches and Entry into the Ground

- 14.1 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. To access the Ground, a Member must present such paper ticket at the turnstile reader as directed by the turnstile operator. Admission will be refused to any person who attempts to use the same paper ticket on more than one occasion at the same Home Match, or uses a paper ticket which has been cancelled for that Home Match.
- 14.2 Where a Member obtains a ticket for any away match 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 in the event of any conflict shall take precedence 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; in each case it shall be deemed to be a breach of these Membership T&Cs.
- 14.3 Any Match tickets purchased are issued subject to the applicable Match Ticket T&Cs and nothing in these Membership T&Cs shall operate so as to supersede or take precedence over such Match Ticket T&Cs. In the event of conflict, the Match Ticket T&Cs shall take precedence over these Membership T&Cs.
- 14.4 By purchasing and/or attending a Home Match using your Membership Card, you:
- a. certify that you have read, understood and accepted the Match Ticket T&Cs;
 - b. agree to be bound by and to comply with the Match Ticket T&Cs; and
 - c. agree to bring to the attention of others, as required above, the Match Ticket T&Cs.
- 14.5 Entry into the Ground is subject always to the Conditions of Entry. By purchasing and/or accepting and/or holding a Membership and/or using a Membership Card, you:
- a. certify that you have read, understood and accepted the Conditions of Entry;

- b. agree to be bound by and to comply with the Conditions of Entry; and
- c. agree to bring to the attention of others, as required above, the Conditions of Entry.

14.6 The Club will not be obliged to make any refund to any Purchaser or Member in respect of any ejection from or refusal of entry to the Ground or in respect of any Membership Card which is suspended or withdrawn in accordance with condition 11

15. Change of Details

15.1 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.

15.2 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 15.1.

16. Data Protection

16.1 Each Purchaser and Member acknowledges and agrees that the personal data provided by them to the Club in the purchase of a Membership Scheme or ticket shall 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/everton-football-club).

16.2 Personal data is collected for the purpose of maintaining the Membership Scheme; this is required for the performance of these Membership T&Cs.

16.3 You will receive communications from the Club in connection with your membership and benefits. All other marketing communications are managed in accordance with your account settings which you can update in your account preference centre.

16.4 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.

16.5 All persons who enter the Ground using a Membership Card 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 Card to enter the Ground constitutes consent to such use.

17. Entire Agreement

17.1 These Membership T&Cs, together with the documents referred to herein, comprise the entire agreement between the Club and the Purchaser / Member in relation to the purchase of a Membership Scheme and all ancillary benefits. For the avoidance of doubt, the purchase of all match tickets shall be subject to the Match Ticket T&Cs.

18. Severability and Amendments

18.1 The Club reserves the right to make amendments to these Membership T&Cs from time to time, provided that, if the amendments are introduced during the course of the Year, 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 Year. 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.

18.2 In the event that any condition(s) of these Membership T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Membership T&Cs shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.

18.3 The Club reserves the right to alter the Membership Scheme from time to time in its absolute discretion.

19. Waiver

19.1 The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Membership T&Cs or by law shall not constitute a waiver of that right, power or remedy.

20. Third Parties

20.1 Notwithstanding any other provision in these Membership T&Cs, and with the exception of any football authority, no person other than the Member, the Purchaser or the Club has any rights under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Membership T&Cs. Nothing in these Membership T&Cs shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

21. Governing Law

21.1 These Membership T&Cs shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1: Membership Benefits

2020/21 Season Ticket Waiting List

All Members will have the opportunity to join a waiting list* to gain priority access to non-renewed 2020/21 Season Ticket seats. Members who are registered will be processed on a first come, first-served basis such that those who subscribe as early as possible will improve their chance of securing a Season Ticket for the 2020/21 campaign.

*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. 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 and 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 will receive match ticket discounts throughout the season. Members will be notified by email of those matches which will be discounted. *

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

Watch Our Under-23s And Everton Ladies For FREE

Being a Member provides you with free entry to both our Everton Under-23s home league fixtures* and Everton Ladies home WSL1 games at Southport FC's Merseyrail Community Stadium, as well as selected games at Goodison Park. Simply show your Member card at the gate on the day of the fixture to gain entry free of charge.* Visit evertonfc.com for 2019/20 fixtures.

*Subject to availability/capacity.

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. The Club has introduced the "Ask a Blue" initiative where Members are asked to vote on which Blue* they would like to speak to with the chance of having an exclusive link to a recording of their questions being answered by their chosen Blue. Members will also have access to match day 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 player with the trophy. Visit evertonfc.com/officialmember to find out more.

*This can include Team Players, the Manager or any Club Legends.

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 U23s 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/officialmember for details of how to access live streams.

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 that you do not miss out! Additional terms and conditions will apply to each prize draw and competition.

10% Off Soccer Schools

Adult, International, Teen and Junior Members will be able to take advantage of 10% off the Club's Soccer Schools. Fully-qualified official Everton in the Community coaches will put members through their paces and assess progress as you go. To find out more and book online, visit evertonfc.com/community. To redeem your 10% discount, quote your customer number when you book. To book, or for more information, please call 0151 530 5232.

Vote On Club Initiatives

Adult and International Members will be invited to share your 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 their Membership, all Members will receive a welcome pack by post which includes gifts for use during the 2019/2020 season.

Discounted Merchandise

All Members enjoy an exclusive discount of 10% at evertondirect.com and in the Club's stores at Everton 1 and Everton 2. To use your discount in store up until the end of the 2019/2020 season, please show your Official Membership Card* at the till. The use of this discount online will be limited to one use per Member. Members will receive, via email, their single-use unique discount code to use online**.

* Included in your Welcome Pack.

**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 the Ground 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 3 tickets per use and used up to 3 times in the 2019/2020 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 match. Selected mascots will be contacted by email or phone no later than 10 days before the relevant match.

*Teen and Junior Members have to be aged between 5 and 12 years to be entered into the draw.

Birthday Card

Teen, Junior and Infant Members will, around the time of their birthday*, receive a card in the post** wishing the Member a Happy Birthday.

*The Club cannot guarantee that Members birthday 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 Christmas Party

All Teen and Junior Members will automatically be entered into a draw to attend the Club's 2019 Christmas Party. Selected Members will receive an invitation to the 2019 Christmas Party through the post in December 2019 together with further details of the event. At the 2019 Christmas Party, Members will receive a goodie bag and may have the opportunity to meet the Team.

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 USM 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.

Match Day Giveaway

On selected matchdays, any Teen and Junior Members in the stadium may receive a gift from the Club as a part of the Club's special match related giveaways.

Schedule 2: Membership Fees

Adult	£30
International	£30
Teen	£15
Junior	£10
Infant	£5

Schedule 3: 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: