

## **Aberdeen Football Club Limited**

### **Club Home Match Pay-Per View Ticket - Terms and Conditions 2022/23-2028/29**

#### **1. Definitions**

In these Terms and Conditions, the following words and phrases shall have the following meanings:

**Club** means Aberdeen Football Club Limited;

**Club Digital Media** means the Club's official website and any official Club mobile app only;

**Company** means The Scottish Professional League Limited.

**Live** means as contemporaneously to the event taking place as technology allows;

**PPV Terms and Conditions** means these Terms and Conditions;

**Pay-Per-View Ticket** means the right to view the Relevant Match on a Live basis via the Club Digital Media in the Territory accordance with these Terms and Conditions;

**PPV User** means a natural person who has been supplied by the Club with a Pay-Per-View Ticket for a Relevant Match of the Club during Seasons 2022/23 to 2028/29 (inclusive) and who uses same to access Live broadcast coverage of one or more of the Club's Home League Matches during that Season through the Club Digital Media;

**Relevant Home Match** means a Club's Home Match in respect of which you have bought a Pay-PerView Ticket always subject that a Pay-Per-View Ticket is not available and must not be sold or otherwise distributed for a Club's Home Match where such Official Match is being broadcast live by Sky UK Limited under and in terms of a contract with the Company or by another broadcaster under and in terms of a contract between such broadcaster and the Company which does not permit the Home Club to sell, or otherwise, distribute Pay-Per-View Tickets;

**Territory** means the United Kingdom and the Republic of Ireland;

In these Terms and Conditions, capitalised words and phrases not herein defined but used herein, have the meanings given to them in the Rules, as from time to time amended, of The Scottish Professional Football League (<https://spfl.co.uk/pages/rules-and-regulations>).

#### **2. Contract, Registration and Username/Password**

2.1 Pay-Per-View Tickets are issued subject to these Terms and Conditions and are also subject to the applicable terms and conditions for use of/access to the relevant Club Digital Media and the Club's applicable privacy policy, which (as updated over time) are incorporated into these Terms and Conditions and form part of the contract.

2.2 To obtain a Pay-Per-View Ticket you must do so via the Club's Digital Media. On registration you will be required to enter a username and password. You must keep the password secure and not disclose it to any other Person.

2.3 Your right to use your Pay-Per-View Ticket is personal to you and is limited to viewing on one device at any time. If your password becomes known by a third party, you must immediately change your password. We are not liable for any loss or damage arising from your failure to comply with this obligation and/or for any loss and/or misuse of or failure by you or on your behalf to protect and preserve as confidential your password.

2.4 You confirm that:

- (a) you are at least 16 years old and at least 18 years old if paying by Credit Card;
- (b) you are solely resident in the Territory. Please note you must notify us immediately if you cease to be resident in the Territory, in which case you will cease to be entitled to use the Pay-Per-View Ticket;
- (c) you will only use your Pay-Per-View Ticket to view audio visual material broadcast via Club Digital Media and will at all times comply with these Terms and Conditions; and
- (d) the information which you provide is true, accurate and complete in all respects at that time. You must also notify us immediately of any changes to your information by either updating the details on the Club website or emailing [donsaccount@afc.co.uk](mailto:donsaccount@afc.co.uk).

### **3. Use of the Pay-Per-View Ticket**

3.1 Details of how holders of Pay-Per-View Tickets will be able to view the Relevant Match on a Live basis will be set out on the Club Website. You will need to log in using your username and password.

3.2 Every Pay-Per-View Ticket may be individually terminated in accordance with these Term and Conditions.

3.3 Pay-Per-View Ticket content includes video and audio footage, statistics, logos and other media and intellectual property related to the Club, the Relevant Home Match, the Scottish Professional Football League and their respective commercial partners. All such footage and other materials and their selection or arrangement are comprised the intellectual property rights (including, amongst other things copyright) of the Scottish Professional Football League Limited. In particular, all audio-visual coverage of League Matches and all on screen graphics during such Matches, including all copyright therein, is the sole and exclusive property of The Scottish Professional Football League Limited. You will not own any of the content.

3.4 A Pay-Per-View Ticket is a content access service only. The Club is not responsible for any problems caused by your computer hardware, computer operating systems, internet connection or other software installed on your computer or other device.

3.5 In order to access and use the Pay-Per-View Ticket service, you will need to provide all necessary equipment including a computer and access to the internet, with you being responsible for any service fees associated with such access via Wi-Fi or mobile data. You will require a Wi-Fi or broadband internet connection (DSL/cable or higher) with a minimum download speed of at least 1.2mbps with latency not exceeding 100ms for SD video and 4mbps with latency not exceeding 50ms for HD video. Quality and accessibility of Live video streaming via mobile networks cannot be guaranteed.

3.6 We continually review the technology used to deliver Pay-Per-View and this may mean that we stop supporting certain devices and/or operating systems. It is your responsibility to ensure that you have a compatible browser and/or device required to access.

3.7 Similarly, device manufacturers make updates to their devices which may not always be compatible with the Club Digital Media. This is something that Aberdeen Football Club has no control over.

#### **4. Obligations on holders of Pay-Per-View Tickets**

4.1 You must not (nor authorise or permit any other person to):

- (a) use your Pay-Per-View Ticket contrary to these Terms and Conditions, including use for any unlawful purpose contrary to any applicable laws and regulations;
- (b) use your Pay-Per-View Ticket other than for private and domestic purposes. Under no circumstances must your Pay-Per-View Ticket nor any match footage or other content be accessed, viewed, recorded or used for commercial or business purposes and you must not access, view or use your Pay-Per-View Ticket in circumstances where members of the public can view the accessible match footage or other content (whether simultaneously or not);
- (c) forward, record, copy, reproduce, store, transfer, modify, post, re-transmit, distribute or publish any match footage or otherwise forward any match footage to any other person. Without prejudice to the generality of the foregoing, match footage must not be transferred to or otherwise displayed on any electronic communications site or service (such as YouTube or live streaming sites) which can be accessed by third parties;
- (d) sell, assign, transfer or delegate all or any of your rights and obligations in this contract to another person or organisation, or share use of your Pay-Per-View Ticket or any content contained or accessed within it;
- (e) disclose your username and password to any other person and not store your username and password anywhere on a computer or mobile device in plain text;
- (f) use your Pay-Per-View Ticket in any manner which violates or infringes the rights of any person, firm or company (including, amongst other things, rights of intellectual property, confidentiality or privacy);
- (g) use your Pay-Per-View Ticket in a way that may cause the Club Digital Media and/or any equipment used by the Club (or our technology partners appointed to help provide the Pay-Per-View Ticket service) to be interrupted, damaged, rendered less efficient or impaired, nor try to gain unauthorised access to any of the systems through which Pay-Per-View Ticket is delivered;
- (h) use a VPN (Virtual Private Network) service or similar to mask or otherwise hide or modify your actual location for the purposes of viewing the Relevant Home League Match outside the Territory; and
- (i) distribute or publish any data or information in relation to the Relevant Home League Match.

#### **5. Changes & Updates**

5.1 We may change the Club Digital Media via which the Pay-Per-View Ticket is utilised and/or these Terms and Conditions without giving you notice in order to:

- (a) reflect changes in relevant laws or regulatory requirements;
- (b) implement minor or emergency technical adjustments, for example to address a security threat;
- (c) alter or improve the presentation of the user interface, or increase functionality;
- (d) implement other minor changes which would not reasonably be likely to cause you a material detriment in your use of the Pay-Per-View Ticket or which we reasonably believe to be for the benefit of users.

5.2 We may update the underlying software relating to Pay-Per-View Tickets or require you to implement updates from time to time to use your Pay-Per-View Ticket. For example, as time goes on you may need to ensure your system remains compatible with technical requirements (see section 3).

5.3 If any change to these Terms and Conditions or changes carried out in accordance with them is found invalid, void or for any reason unenforceable, only that change will be disregarded and it will not affect the validity and enforceability of any remaining changes or Terms.

## **6. Payment, Cancellation and Refunds**

6.1 You must pay the applicable fees for the Pay-Per-View Ticket. The fee is inclusive of VAT.

6.2 The Club does not accept any responsibility for payments which are not received by us or accepted by your bank or payment card provider, other than where directly due to our fault.

6.3 By submitting your order, you have opted to receive your Pay-Per-View Ticket benefits immediately and you will not therefore be entitled to cancel the contract or have any fourteen (14) day 'cooling off' period in law, nor receive a refund of the fee. This does not affect any other rights you may have at law.

6.4 All live video or audio technical issues must be sent to the "Support" function available on the RedTV page during the Relevant Match. Refunds will only be offered if you have proved to use our troubleshooting advice and support. If you do not take the time to troubleshoot or ignore emails and only request a refund without trying to fix the issue with our support team no refund will be issued.

## **7. Disclaimers and Liability**

7.1 Neither the Club nor any of its staff or other representatives will be responsible or liable to you for any loss, damage, or inability to access and/or use the Pay-Per-View Ticket which:

(a) is due to any use you make of the Pay-Per-View Ticket, other than that we permit under this contract;

(b) is due to events outside our reasonable control. For example (and amongst other things) fire, floods, severe weather, terrorist activity, epidemic or pandemic, government regulation or civil disruption;

(c) is due to incompatibility of your devices or systems with the compatibility and technical requirements (see Section 3 above), including as may be later modified);

(d) is caused by viruses or other harmful data not caused by or attributable to an error or problem with Pay-Per-View Tickets or the relevant Club Digital Media;

(e) is caused by your failure to follow any reasonable, clear and easy to follow instructions we have made known to you relating to your use of your Pay-Per-View Ticket;

(f) concerns loss or damage:

(i) which is not a foreseeable result of our breach of these Terms and Conditions (though we will be responsible for loss or damage which is foreseeable). Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time we enter this contract, both you and we knew it might happen; or

(ii) relating to any business, including (amongst other things) loss of profits, loss of business, loss of opportunity and/or business interruption. Pay-Per-View Tickets are made available for private and domestic purposes only.

7.2 The Club does not limit or exclude our liability for death or personal injury resulting from our negligence; fraud; or for breach of your mandatory legal rights (for example, including our liability in UK consumer contract law if Pay-Per-View Ticket digital content is not of satisfactory quality, fit for purpose, in compliance with its description or we are found to not have rights to provide such content). You should seek your own legal advice in relation to any such rights at law.

## **8. Termination**

8.1 The Club may terminate any Pay-Per-View Ticket (and the right for you to view any Relevant Match via the Club Digital Media), at any time, if:

- (a) you do not make payment to us when it is due (or such payment has failed or been refused by your payment service provider);
- (b) we are unable to verify or authenticate any information you have provided to us, including your location in the Territory when using any Pay-Per-View Ticket, where we reasonably need to do so (or information you have provided is incomplete or may be incorrect) and you do not, within a reasonable time of us asking for it, provide us with the required information that is necessary for us to make the Pay-Per-View Ticket available to you or where your location appears not to be aligned with any Pay-Per-View Ticket supplied to you and/or any Pay-Per-View Ticket supplied to you appears to be being used other than in the Territory;
- (c) by reason of changes in the regulatory context in which the Relevant Match will be played we are no longer permitted to deliver live content in the territory by Pay-Per-View;
- (d) we have reasonable grounds to believe you have and/or will committed/commit a material breach of this contract; and/or
- (e) we have reasonable grounds to believe you are or have been using a VPN or device or arrangement having like or similar effect, when using any Pay-Per-View Ticket, and, in each case, no refund will be provided.

## **9. General**

9.1 Any notices sent by the Club will be sent to the email address you supply during the registration process. Any notices you send to us must be sent by email to [donsaccount@afc.co.uk](mailto:donsaccount@afc.co.uk) Notices will be deemed to have been delivered, subject to being correctly addressed, at the time and date of sending of the email, which time and date are specified in the email.

9.2 If the Club fails or delays to exercise or enforce any right we have under this contract, such failure or delay will not be deemed to be a waiver of that right nor will it prevent us from exercising or enforcing that same or similar right on a later occasion.

9.3 This contract is between the Club and you. No-one else will have any rights to enforce its terms. You may not assign or transfer your rights and obligations under this contract to anyone else nor may you provide to anyone else any username and/or password required to access and use any Pay-Per-View Ticket.

9.4 The Club may transfer our rights and obligations under this contract to another organisation. We will endeavour let you know if this happens and will take reasonable steps to ensure that the transfer does not affect your rights under this contract.

## **10. Complaints**

10.1 Technical support is provided by our RedTV partner, Staylive. Should you require support or have a complaint about your Pay-Per View Ticket, please contact them in the first instance via the “Support” button in the bottom right corner of the RedTV page.

10.2 The Club will endeavour to respond to any complaint within 7 working days of receipt of such communication. If it is not possible to provide a full response to the issue raised within that time, an acknowledgement will be sent, and we will use reasonable endeavours to send a detailed reply within 14 working days of receipt of the original communication.

10.3 The Club will attempt to resolve all justifiable complaints within 28 working days. If, however, this cannot be done, we will keep you updated on the progress of the complaint.

10.4 If you are having technical issues and are requesting a refund please ensure that you have notified us of a problem via the Support function with details of the problem, screenshots and information about the devices and browsers you are using. Refunds shall only be considered where evidence has been provided that demonstrates that you have experienced a technical issue and have made a reasonable effort to resolve it using the Club’s support process.

## **11. Jurisdiction**

Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter.

## **12. Governing Law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Scotland.