

CHELSEA FOOTBALL CLUB
TICKET EXCHANGE TERMS AND CONDITIONS

1. Background

By using the Chelsea FC Ticket Exchange (the "Site"), You accept the terms of this Agreement between you ("You") and Chelsea Football Club Limited ("CFC" or "We" or "Us") for the purchase and sale of tickets ("Tickets") on the Site. You may only use the Site and Services if You can legally enter into and form binding contracts. If You do not qualify, do not use the Site or Services.

2. The Site

The Site allows current season ticket holders for CFC home matches in any category ("CFC Season Ticket Holders"), including without limitation hospitality and box season ticket holders, and Chelsea membership holders ("CFC Members") who want to buy tickets ("Buyers") to find CFC Season Ticket Holders who want to sell tickets ("Sellers"). CFC verifies the tickets that are sold and purchased and provides payment and fulfilment services (the "Services"). The actual transactions are, however, between the Buyers and Sellers.

Access to the Site is one of the benefits of holding a CFC season ticket or membership. CFC Season Ticket Holders and CFC Members are reminded that they must comply with CFC's Season TeamCard, Membership and Match Ticket Conditions of Issue at all times, including when using the Site.

3. Login details

To access the Site and use the Services a username and password is required. You are responsible for maintaining the security of your username and password and You are responsible for any action taken under your username or password.

4. Selling Tickets

At present, Sellers may only list and sell tickets to CFC home Premier League matches. Box season ticket holders may only list and sell the tickets for an entire box at an event, and not individual tickets. To sell tickets, a Seller lists the tickets in the CFC database via the Site. The Seller's season ticket information will be pre-loaded, including the seat location and price. The Seller has to provide information such as the match, sale end date and any applicable ticket splitting, all in accordance with the process outlined in the help pages of the Site. As a Seller, You also grant to CFC a non-exclusive, transferable, worldwide, paid-up, royalty-free right and license to reproduce, modify, adapt, publish and display on the Site your descriptions of tickets listed for sale. This is so we can promote the sale of tickets and items that You list for sale.

5. Fixed Price Format

If a Seller posts a ticket for sale on the Site, the option is provided to sell that ticket in a fixed price format only. Ticket sales will be at match day prices. Non-hospitality season ticket holders cannot purchase hospitality tickets. Ticket prices will be shown under the ticket price section on the CFC website.

6. Making an Offer

To find a ticket, a Buyer must search the Site for tickets listed by Sellers that match the Buyer's desired tickets. Once the Buyer finds a matching ticket, the Buyer must notify CFC with an "offer" to purchase the ticket. As a Buyer, You grant CFC permission to charge your credit card, debit card or bank account for the purchase of the selected tickets.

7. Authorisation for Payment

When We receive an offer by credit or debit card, We obtain an authorisation from the Buyer's credit or debit card equal to the price, booking fees and delivery fee for the tickets (each as stated on the Site from time to time). We will also add VAT on our fees as applicable. The authorisation will remain on the Buyer's credit or debit card until the sale is completed or the order is cancelled. When We receive an offer by bank transfer, We will check to see if the bank account is valid.

8. Confirmation from the Seller

Once we obtain an authorisation in accordance with paragraph 7, this means that a Seller has a successful transaction. CFC will then confirm the order within one (1) business day. This confirms to the Seller that the Buyer is willing to pay the listed price, administration fee, delivery fees, and taxes on our fees. The Seller's card will be deactivated and will not be usable for the relevant match. CFC will charge an administration fee of £1.50 plus VAT per ticket sold. This fee may be varied at CFC's sole discretion.

9. Payment Information

Upon confirmation in accordance with paragraph 8, We collect payment from the Buyer for the listed price, booking fees, delivery fees, and taxes on our fees. At no time do We provide the Buyer's payment information to the Seller. The money is paid to us, and the Seller is compensated for the sale according to their selected payment method and the payment policy in the help pages.

10. Value Added Tax (VAT)

The Seller is responsible for determining whether it/he/she is required to account for VAT on the sale of the ticket. CFC takes no responsibility for such issues. Note that this is separate from any VAT CFC is required to charge on its fees.

11. Fulfilment

Once the Seller lists tickets for sale and a Buyer purchases the tickets, the Seller's tickets will be cancelled. The Buyer will receive their tickets by pickup at Stamford Bridge on match day, or by any other fulfilment mechanism determined and notified by CFC.

Buyers are reminded that:

- (a) tickets purchased on the Site may only be used by the Buyer who purchased the tickets and may not be returned, refunded, resold or otherwise transferred;
- (b) tickets purchased on the Site are subject to CFC's Season TeamCard, Membership and Match Ticket Conditions of Issue and Ground Regulations, copies of which can be found on the CFC

website. Hospitality tickets are also subject to the Hospitality Terms and Conditions (a copy of which can also be found on the CFC website); and
(c) tickets purchased on the Site shall not attract any loyalty points.

12. Seller Payment

The Seller will be paid seven (7) working days after the relevant game has taken place. We reserve the right to withhold payment if We have a good faith basis to believe such sales were unlawful or otherwise made in material violation of this agreement.

13. Event Information

Event dates, times, venues and subject matter, which are listed on the ticket, may change. It is up to the Buyer to verify the most recent changes by contacting the box office or referring to official listings for any changes.

14. Descriptions of Tickets

For all tickets You list as the Seller, You warrant that Your descriptions of the tickets accurately detail and describe the tickets offered for sale. You also warrant that you own the tickets and are authorised to transfer or resell the tickets.

15. Other Information

You represent and warrant that any information You provide to us, to other members, or to visitors of the Site (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) does not involve the sale of counterfeit or stolen items; (d) does not infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) does not violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; and, (f) does not contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information.

16. Laws and Regulations

You warrant that You will comply with all applicable local, regional, country and international laws, statutes and regulations regarding use of the Site and selling value of the tickets. You warrant that you are over 18 years old and have the legal capacity to make the transaction.

17. Indemnity

You agree to indemnify and hold CFC and (if applicable) any parent, subsidiaries, affiliates, officers, directors, agents and employees, harmless against all liabilities, costs and expenses (including reasonable solicitors' fees) incurred by CFC and (if applicable) any parents, subsidiaries, affiliates, officers, directors, agents and employees that arise out of any claim asserted by a third party that involves, relates to or concerns any of your actions or omissions on this Site.

18. Double Posting and Removal of Tickets

To post a ticket for sale on the Site You must first register with the Site. Once a ticket is posted, We strongly discourage offering that ticket for sale elsewhere. If you give your ticket to another individual or family member prior to sale being concluded you are required to remove your ticket from the Site immediately. As long as the posting remains listed on the Site, the ticket may be bought and if it is bought it will render the holder's card deactivated and unusable for that match.

19. Investigating breaches of the agreement

We may investigate complaints and alleged breaches of our policies. You agree to cooperate fully with such investigations, including without limitation providing Us specific information regarding your right to a ticket, the source of a ticket, your acquisition of a ticket, and the price You paid for a ticket.

20. Action for breach

We may take any action that We deem appropriate in our sole discretion including without limitation issuing a warning, suspending or terminating service, denying access, removing a listing or recommending You edit a listing. You agree that payments owing to You for sales made through this Site may be suspended or delayed and that CFC is not obligated to pay You for any sales if We have a good faith basis to believe such sales were unlawful or otherwise made in material violation of this agreement. On termination, Your items may be de-listed if You are a Seller and Your purchases may be cancelled if you are a Buyer.

21. Disclosure

You agree that CFC may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other relevant third parties. CFC will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

22. Withholding Payment

You authorise us to withhold payment or charge your payment guarantee method any amount You owe us if (a) We reasonably believe that You have committed fraud or other illegal act or omission during any buying or selling activity and are asked by any regulatory body to withhold payment or charge your payment guarantee method; (b) You are not able to produce the exact seats that you listed on the Site for a confirmed transaction; (c) You include promotional materials in any ticket shipment; or (d) You otherwise owe us a specific amount. If any of these things happen, We may also deduct from any amount We owe You the amount You owe Us.

23. Site provided without warranties of any kind

Except for the express warranties stated in this agreement, CFC provides the software, site and services on an "as is" basis and "as available" basis without any warranties of any kind. CFC makes no warranty with respect to its software, any tickets, any event, the services CFC provides, or that sellers or buyers will perform as promised, and CFC expressly disclaims all such warranties, whether express, statutory or implied, including without limitation any warranties of quality, title, non-infringement of third party rights or fitness for a particular purpose. Some jurisdictions do not allow exclusions of implied warranties or limitations on how long an implied warranty lasts, so the above exclusion may not apply to You.

24. Limitation of Liability

CFC shall have no liability in connection with, and shall not participate in, any dispute between a Buyer and a Seller.

CFC expressly disclaims any responsibility for any lost profits or special, consequential, incidental, or exemplary damages (including without limitation indirect and special damages) that may result from the services, the site, or the suspension, termination or malfunction of the services or the site. CFC's liability to You or anyone else in any circumstance is limited to the lesser of (a) £200, and (b) the total value of all tickets and other items you bought and/or sold via the Site during the action allegedly giving rise to liability. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to You. Under no circumstances is CFC liable for any additional costs You incur if you purchase tickets from a third party for tickets you were unable to purchase on the Site.

25. Release

We are not involved in the actual transactions between Buyers and Sellers, beyond verifying the tickets that are sold and purchased and the provision of payment and fulfilment services. CFC will not be liable to any user for any refunds of tickets purchased save to the extent expressly set out in the relevant ticket terms and conditions. If You have a dispute with one or more members, You release CFC, and all affiliated companies, officers, directors, agents, parents, subsidiaries, legal representatives and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

26. Tax Indemnity

You agree that CFC is not responsible in any way for the accuracy or suitability of any payment of taxes to any entity on your behalf. You shall indemnify and hold CFC and (if applicable) any parents, subsidiaries, affiliates, officers, directors, agents and employees harmless against all liabilities, costs, interest and expenses (including reasonable solicitors' fees) incurred by CFC and (if applicable) any parents, subsidiaries, affiliates, officers, directors, agents and employees that arise out of any third party or governmental claim that involves, relates to or concerns (i) any local, regional, country, or international tax obligation or amounts due or owing under any tax regulation, law, order or decree or (ii) any dispute concerning the tax status of CFC and (if applicable) any parents, subsidiaries, affiliates, officers, directors, agents and employees.

27. No Agency

You and CFC are independent contractors, and no agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this Agreement.

28. Third Party Information

We do not control the information provided by other users which is made available through the Site. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution when using the Site and remember that there are risks of dealing with people acting under

false pretences. By using this Site, You agree to accept such risks and agree that CFC is not responsible for the acts or omissions of users on the Site.

29. All Sales are Final

All sales and bids are final. No refunds, cancellations or exchanges will be issued for date or time changes, partial performances, or loss.

30. Change or Suspension of Site

CFC reserves the right at any time to modify or discontinue, temporarily or permanently, the Site or any part of the Site with or without notice. You agree that We shall not be liable to You or any third party for any modification, suspension or discontinuance of the Site or any Services under this agreement, for any reason. We do not guarantee continuous, uninterrupted or secure access to our service, and operation of our Site may be interfered with by numerous factors outside of our control. In addition, the Site could be unavailable during certain periods of time while it is being updated and modified. During this time, the Site will be temporarily unavailable.

31. Ownership of Intellectual Property

You acknowledge and agree that (i) our patents, trade marks, trade names, service marks, copyrights and other intellectual property (collectively, "Intellectual Property") is and shall remain our sole property, and (ii) nothing in this agreement shall confer in You any right of ownership or license rights in our Intellectual Property. In addition, You shall not now or in the future contest the validity of CFC's Intellectual Property.

32. Notices

Except as expressly stated otherwise, all notices to CFC shall be sent through the email form provided on the Site under the Contact Us link. Our street address is Chelsea Football Club Ltd. Stamford Bridge, Fulham Road, London, SW6 1HS. Except as expressly stated otherwise, all notices to You shall be sent to the email address You provided to us during the registration process. Such notice shall be deemed given one business day after the email is sent.

33. General

This Agreement (and all documents incorporated by reference) constitutes the entire agreement between the parties in connection with to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. No amendment, modification or supplement of any provision of this Agreement will be valid or effective unless made in accordance with the express terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Agreement shall not be affected. You may not assign or transfer this Agreement, or any of its rights or obligations, without the prior written consent of CFC, which We can refuse in our sole discretion. Nothing in this Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their successors and permitted assigns. The title at the beginning of each paragraph of this Agreement is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph.

34. Amendments to the Agreement

CFC reserves the right to amend the Agreement at any time. If the Agreement is amended, a revised version shall be posted on the Site and will replace the terms of this Agreement and be effective immediately. Your continued use of the Site and the Services following CFC's posting of a revised Agreement will constitute Your acceptance of the revised Agreement. If You do not agree with the terms of this Agreement or any revised version of this Agreement, do not continue to use the Services or this Site.

35. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. You consent to the exclusive personal jurisdiction and venue of English courts. Notwithstanding the foregoing, where an individual subject to these Conditions of Issue is a consumer and: (a) is resident in Scotland then legal proceedings may be brought in either the Scottish or the English courts; or (b) is resident in Northern Ireland, then legal proceedings may be brought in either the Northern Irish or the English courts.