



VIRTUAL ELEMENT OF SEASON TICKET - TERMS AND CONDITIONS

THE DUNDEE UNITED FOOTBALL COMPANY LIMITED, a company incorporated in Scotland, with Company Number SC013690 and having its registered office at Tannadice Park, Dundee, DD3 7JW (the "Club").

1. Background

- a. For the 2020/21 Season only and in respect only of the Club's League Matches which have to be played 'behind closed doors' or with a reduced spectator capacity as a consequence of Coronavirus/ Covid-19 being potentially present/a threat to public health and with ground access being regulated/ directed by the Scottish Government, Local Licensing Authority and/or the Police or any other body having regulatory authority in these or related matters, the Club and its Relevant Supporters (defined below) can, subject to and in accordance with these Terms and Conditions, include a Club Virtual Element (defined below) of/in their Season Ticket.
- b. Please note that you are only entitled to the Club Virtual Element if and for so long as you are a Relevant Supporter. If at any time you cease to be a Relevant Supporter, your Club Virtual Element shall immediately terminate.

2. Definitions

In this Appendix, the following words and phrases shall have the following meanings:

- Club Digital Media** means the Club's official website and any official Club mobile app only;
- Club Virtual Element** means the right to view on a Live basis, via Club Digital Media, the Club's Home League Matches during the Restricted Period;
- Home League Matches** means the Club's Premiership league matches, scheduled to be played at the Club's home ground, excluding any play-off matches;
- Live** means as contemporaneously to the event taking place as technology allows;
- Relevant Supporters** means a Club individual supporter who has purchased either (i) a season ticket entitling him/her to the personal right to attend all of a Club's Home League Matches during the 2020/21 season; or (ii) a Season long hospitality package which entitles the persons receiving the hospitality to be a spectator at each Home League Match of the Club concerned during the 2020/21 season, whether by means of viewing via the Club Virtual Element or by personal attendance, when and where possible, at the Home ground of the Club concerned;
- Restricted Period** means the period during the 2020/21 Season when the Club's Home League Matches which have to be played behind closed doors or with a reduced capacity where ground access is being regulated and/or directed by the Scottish Government, Local Licensing Authority and/or the Police or any other body having regulatory authority in these or related matters; and
- Territory** means the United Kingdom and the Republic of Ireland.

3. Contract, Registration and Username/Password

- a. Club Virtual Elements 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.
- b. Following your purchase of a Club Season Ticket, you will be entitled to be registered as a holder of a Club Virtual Element. Registration will be via the Club's website at www.dundeeunitedfc.co.uk/arabzone.
- c. On registration you will be required to enter a username and a password. You must keep the password secure and not disclose it to any other person. Your right to use your Club Virtual Element 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. The Club is 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.
- d. You confirm that:
 - (I) you are at least 16 years old
 - (II) 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 your Club Virtual Element will immediately expire; and
 - (III) 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 communications@dundeeunitedfc.co.uk.

4. Use of the Club Virtual Element

- a. Details of how holders of Club Virtual Elements will be able to view Home League Matches on a Live basis during the Restricted Period will be set out on the Club Digital Media. You will need to log in using your username and password on each occasion.
- b. Your Club Virtual Element may be suspended and/or terminated in accordance with these Term and Conditions.
- c. If your Season ticket is for any reason suspended and/or terminated in accordance with its Terms and Conditions then the Club Virtual Element thereof may be likewise so suspended and/or terminated.
- d. The Club Virtual Element content includes video and audio footage, statistics, logos and other media and intellectual property related to the Club, the relevant Home League Matches, 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 Club, the Scottish Professional Football League Limited and/or the respective commercial partners. You will not own any of the content.

- e. The Club Virtual Element is a content access service only. The Club is not responsible for any problems caused by or to your computer or other device hardware, computer operating systems, internet connection or other software installed on your computer or other device.
- f. In order to access and use the Club Virtual Element, 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.
- g. For use of the Club Virtual Element your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section):
 - (I) Processor: 2.33GHz or faster x86-compatible processor, or Intel® Atom™ 1.6GHz or faster processor for netbooks;
 - (II) Memory: 2GB (1GB for netbooks), 128MB of graphics memory.
 - (III) Operating Systems: Windows 8.1 or later, Mac 9+
- h. In order to access and use the Club Virtual Element service, your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section). Minimum requirements: Browsers: latest versions of Microsoft Edge, Mozilla Firefox, Google Chrome and Safari; 512MB of RAM (1GB of RAM recommended for netbooks). Internet Explorer is not supported and cannot be used in line with our service. Mobiles & Tablets: Operating System: Android 6+, iOS 9+

5. Obligations on holders of Club Virtual Elements

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

- (a) use your Club Virtual Element contrary to this contract, including use for any unlawful purpose contrary to any applicable laws and regulations;
- (b) use your Club Virtual Element other than for private and domestic purposes. Under no circumstances must your Club Virtual Element nor any match footage or other content be accessed, viewed or used for commercial or business purposes and you must not access, view or use your Club Virtual Element 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 or otherwise 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 or access to your Club Virtual Element account 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 in plain text;

- (f) use your Club Virtual Element 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 Club Virtual Element 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 Club Virtual Elements) to be interrupted, damaged, rendered less efficient or impaired, nor try to gain unauthorised access to any of the systems through which Club Virtual Element is delivered;
- (h) use a VPN (Virtual Private Network) service or similar to mask or otherwise hide your location for the purposes of utilising the Club Virtual Element outside the Territory; and
- (i) [distribute or publish any data or information in relation to any Home League Match] DISTRIBUTE, PUBLISH, RECORD, TRANSMIT, ISSUE, CAPTURE, LOG, BROADCAST, SHOW OR OTHERWISE COMMUNICATE ANY MATERIAL including and/or comprising any audio, visual or audio-visual Material or any data or information, by digital or other means, in relation to any Home League Match, any players or other persons present at the Home League Match. Copyright, Database Rights and any other intellectual property rights in any such unauthorised recording or transmission is assigned (by way of present assignation or assignations of future rights) to the relevant Football Authority organising the Match in its relevant Competition. You further agree (if and whenever required to do so by said relevant Football Authority to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to said relevant Football Authority absolutely and, where legally permissible, with full title guarantee.

6. **Changes & Updates**

- a. We may change the Club Digital Media via which Club Virtual Elements are utilised and/or these Terms and Conditions without giving you notice in order to:
 - i. reflect changes in relevant laws or regulatory requirements;
 - ii. implement minor or emergency technical adjustments, for example to address a security threat;
 - iii. alter or improve the presentation of the user interface, or increase functionality; or
 - iv. implement other minor changes which would not reasonably be likely to cause you a material detriment in your use of the Club Virtual Element or which we reasonably believe to be for the benefit of users.
- b. We may update the underlying software relating to Club Virtual Elements or require you to implement updates from time to time to continue using your Club Virtual Element. For example, as time goes on you may need to ensure your system remains compatible with technical requirements (see section 4).
- c. 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.

7. **Disclaimers and Liability**

- a. 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 Club Virtual Element which:

- (a) is due to any use you make of Club Virtual Element, 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 we have informed you of (see Section 4 above);
 - (d) is caused by viruses or other harmful data not caused by or attributable to an error or problem with Club Virtual Elements 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 Club Virtual Element;
 - (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 of 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. Club Virtual Elements are made available for private and domestic purposes only.
- b. 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 Club Virtual Element 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. **Suspension and Termination**

- a. The Club may suspend or terminate your access to the Club Virtual Element at any time if:
- (a) we are unable to verify or authenticate any information you have provided to us, where we reasonably need to do so (or information you have provided is incomplete) 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 start or continue making the Club Virtual Element available to you;
 - (b) you commit a material breach of these terms and conditions, or commit a less serious breach which can be fixed and you have failed to fix it within 10 days of us notifying and requiring you to do so;
 - (c) you are suspected to be using a VPN to use the Club Virtual Element;
 - (d) the Restricted Period is no longer applicable or continuing in respect of the Club's Home League Matches;
 - (e) the Season Ticket to which the Club Virtual Element relates expires or is terminated; or
 - (f) Season 2020/21 ends

and in each case no refund or other compensation will be provided.

9. **General**

- a. 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 communications@dundeeunitedfc.co.uk. Notices will be deemed to have been delivered at the time and date of sending of the email, which time and date are specified in the email.
- b. 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 right on a later occasion.
- c. This agreement is between the Club and you. No-one else will have any rights to enforce its terms. You may not transfer your rights and obligations under this contract to anyone else.
- d. The Club may transfer our rights and obligations under this agreement to another organisation. We will always let you know if this happens and will ensure that the transfer does not affect your rights under this contract.
- e. These terms and conditions and the contract in which they are comprised shall be governed by, and interpreted exclusively in accordance with, Scottish law. Each party irrevocably agrees that the Courts of Scotland shall have non-exclusive jurisdiction to hear and determine any suit, action, or proceedings and to settle any disputes which may arise out of or in connection with this contract and for such purposes irrevocably submits to the jurisdiction of the Courts of Scotland.

10. **Complaints**

- a. If you have any questions or complaints about the Club Virtual Element, please contact us at communications@dundeeunitedfc.co.uk
- b. 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 a reasoned reply will, if reasonably practicable, follow within 14 working days of receipt of the original communication.
- c. 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.”