

## **Edinburgh Rugby – Castle Club Membership Terms and Conditions**

These Terms set out the Agreement between the applicant whose details are provided during the online checkout-out process (the Member) and Scottish Rugby Union Limited, trading as Edinburgh Rugby, a company incorporated under the laws of Scotland and registered under number SC132061 whose registered office is at BT Murrayfield, Edinburgh, EH12 5PJ (Scottish Rugby).

Scottish Rugby shall grant to the Member certain membership rights in return for payment to Scottish Rugby, all in accordance with this Agreement.

The terms of the Agreement are:

### **1. Duration**

Unless terminated earlier in accordance with Clause 5 below, this Agreement shall start on the day that the Member completes their online membership transaction with associated payment and shall continue until the later of the end of the 2020/21 GUINNESS PRO14 season and the end of the 2020/2021 European Rugby Champions Cup season (the Term). Notwithstanding the foregoing, benefits are attributable to the 2020/21 season only, and a Member will not be entitled to any benefits in relation to the 2021/22 season of either rugby competition if one of them commences before the end of the Term.

### **2. Membership Fee**

2.1. In consideration of the rights granted by Scottish Rugby to the Member under this Agreement, the Member shall pay such fee as is set out at the point of purchase (the Fee) to Scottish Rugby.

### **3. Rights & Benefits**

3.1. In consideration of payment of the Fee by the Member, Scottish Rugby shall provide the following non-exclusive rights and benefits to the Member during the Term:

#### **Adult Membership**

- i. A bespoke Edinburgh Rugby face covering;
- ii. Access to a pre-sale window for 20% off the face value of a ticket for each Edinburgh Rugby home GUINNESS PRO14 regular fixture which takes place during the Term (one per membership);
- iii. Priority access to buy a season ticket at a discounted rate of 25% off the face value (one per membership), should this product become available to purchase during the Term;
- iv. Access to a pre-sale window for match tickets for Edinburgh Rugby European Rugby Champions Cup games at a discount of 20% against normal face value (one per membership);
- v. Access to purchase match tickets or packages for away games (one per membership for game);

- vi. Access to exclusive virtual match-day or match-week content and exclusive member competitions and events;
- vii. Access to purchase a discounted 12-month Premier Sports subscription at an additional special rate of £80 per Member (subject to activation before 31 October 2020 and to entering into a contract directly with Premier Sports, who will provide this service directly to the Member on their own terms and conditions, which can be found at [www.premiersports.com](http://www.premiersports.com)). This special rate is for viewers on Sky or the Premier Player Streaming service and is not open to existing Premier Sports subscribers.

### Under-18 Membership

- i. Access to a pre-sale window for a ticket for each Edinburgh Rugby home GUINNESS PRO14 regular fixture which takes during the Term at a discount of 20% against normal face value (one per membership);
- ii. Priority access to buy a season ticket at a discounted rate of 25% off the face value (one per membership), should this product become available to purchase during the Term;
- iii. Access to a pre-sale window for match tickets for Edinburgh Rugby European Rugby Champions Cup games at a discount of 20% against normal face value (one per membership);
- iv. Priority access to Mascot packages and a 10% discount on the face value of any such Mascot package.

3.2 Due to the restrictions that are in place due to the Covid-19 pandemic, which may be updated from time to time in line with Scottish Government directives, Scottish Rugby cannot guarantee that any matches will be played in front of a crowd in the 2020/21 season.

3.3 Where matches can be played with a crowd in attendance, all match and season tickets and other benefits are subject to availability, sold on a 'first come, first served' basis and subject to the Member adhering to any allocated purchase time limits which will be set out at the time of offer. We cannot guarantee the availability of tickets within any specific category, so Members will be offered any available inventory across all categories, notwithstanding their category of membership.

3.4 All match and season tickets and other benefits remain subject to any associated ticket conditions of entry, issue or use as may be issued by Scottish Rugby from time to time.

3.5 Scottish Rugby retains the right, in its sole discretion, to substitute any or all of the rights and benefits set out in paragraph 3 above with other rights and benefits from time to time.

## **4. Member's Obligations**

4.1 The Member shall:

4.1.1. where they are purchasing an under-18 membership, be under the age of 18 as at 11.59pm on 31 December 2020;

4.1.2. not exploit its rights in such a manner which brings the sport of rugby, Scottish Rugby or any individual player or official into ridicule or disrepute;

4.1.3. not hold itself out as a sponsor of Scottish Rugby or otherwise associate itself with Scottish Rugby except strictly in accordance with and subject to the terms of this Agreement;

4.1.4. co-operate with and comply with all reasonable requests of Scottish Rugby at all times during the Term; and

4.1.5. if the Member becomes aware of any threatened or actual unauthorised use of Scottish Rugby's intellectual property rights, the Member shall immediately notify the same to Scottish Rugby in writing, setting out the facts in reasonable detail.

## 5. Termination

5.1. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, Scottish Rugby may terminate this Agreement without liability if:

5.1.1 if the Member is in breach of any term of this Agreement; or

5.1.2 on giving not less than 28 days written notice to the Member.

5.2. Should Scottish Rugby wish to exercise its rights under Clause 5.1.2 above and without prejudice to its right to terminate this Agreement, as a result of the occurrence of such event, the Parties agree to negotiate in good faith a pro-rata refund of the Fee payable by the Member effective immediately from any such agreement being reached.

5.3 On termination the Member agrees to immediately surrender any and all rights and benefits otherwise due under this Agreement.

## 6. Assignment

6.1. The Member shall not assign or attempt to assign in whole or in part the benefit of this agreement without the prior written consent of Scottish Rugby.

6.2. Scottish Rugby shall be entitled to assign any of its rights and obligations under this Agreement provided that the Member's rights are not adversely affected.

## 7. Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## 8. General

8.1. All warranties, conditions and other terms which are not expressly stated in this Agreement (including, without limitation, those implied by statute or common law) are, to the fullest extent permitted by law, excluded from this Agreement.

8.2. Nothing in this Agreement shall limit or exclude either parties liability for:

8.2.1. death or personal injury resulting from that party's negligence;

8.2.2. any damage or liability incurred by the other party as a result of a party's fraud or fraudulent misrepresentation; or

8.2.3. any liability to the extent that it cannot be excluded or limited by law.

8.3. Subject to Clause 8.2:

8.3.1. Scottish Rugby shall not be liable under or in connection with this Agreement for: any losses or damages which were not reasonably foreseeable by Scottish Rugby at the time of entering into the Agreement; any loss of profits; any loss of business; any loss of goodwill; any loss of contract; any loss of anticipated savings; or any similar losses; and

8.3.2. Scottish Rugby's liability under or in connection with this Agreement shall be limited to a sum equal to the Fee in aggregate.

8.4. This Agreement sets out the entire agreement and understanding between the parties and supersedes all previous agreements and arrangements between them with regard to such transactions.

8.5. This Agreement shall be governed by Scottish law and the parties agree to submit to the non-exclusive jurisdiction of the courts of Scotland.