

The following terms and conditions (the “Membership T&Cs”) apply to all purchasers of the Supporters Club (as defined below). These Membership T&Cs are to be read in conjunction with the Ticket T&Cs, the Ground Rules, the Website T&Cs (as applicable) and any other relevant terms and conditions referred to herein or are provided by Scottish Rugby from time to time (together the “Associated T&Cs”). Purchase of a Membership and use of the benefits it confers are subject to these Membership T&Cs and the applicable Associated T&Cs.

1. DEFINITIONS

1.1. In these Membership T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

“Ground” means BT Murrayfield, Edinburgh, EH12 5PJ (or such other ground to which Scottish Rugby relocates on a temporary or permanent basis to the extent that BT Murrayfield is available for use by Scottish Rugby);

“Ground Rules” means the ground regulations issued by Scottish Rugby, as may be updated 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” means a match played at the Ground;

“Match Ticket T&Cs” means terms and conditions with which all individuals attending a Match at the Ground must comply, as may be updated from time to time. A copy of these terms is available on the Website;

“Member” means each person who is registered as an official member of Scottish Rugby’s Supporters Club and is entitled to the benefits of Membership, subject to these terms and conditions;

“Membership” means membership of each Supporters Club operated by Scottish Rugby;

“Membership Benefits” means, in respect of each Supporters Club, the benefits to which a Member of that Supporters Club is entitled, as set out on the Website from time to time;

“Membership Card” means a digital card issued to each Member by Scottish Rugby which evidences Membership by the Member;

“Priority Membership Sales Period” means a period of time as determined by Scottish Rugby prior to Home Match tickets going on general sale during which Members will have priority in accordance with the below clause 5.2;

“Purchaser” means a person purchasing a Membership. The Purchaser certifies that they have read and understood these Membership T&Cs and shall comply with these Membership T&Cs;

“Scottish Rugby” means Scottish Rugby Union Limited;

“Supporters Club” means the Scottish Rugby supporters club;

“Website” means Scottish Rugby’s website at www.scottishrugby.org.

2. MEMBERSHIP

2.1. Membership of the Supporters Club will be made available to individuals at Scottish Rugby’s sole discretion.

2.2 Membership is non-transferable to another person, and no more than one (1) Membership per person shall be permitted. If a Member is found to have multiple records, they may have all of their Memberships cancelled, at Scottish Rugby’s sole discretion.

2.3. Scottish Rugby reserves the right to refuse any application for Membership in its absolute discretion without giving reasons.

3. MEMBERSHIP FEES AND PAYMENTS

3.1. 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.

3.2. Membership of the Supporters Club may be purchased online on the Website.

3.3. In consideration of payment of the Fee by the Member, Scottish Rugby shall provide the non-exclusive rights and benefits set out on the Website (or as may be updated from time to time at Scottish Rugby's reasonable discretion) to the Member during the Term.

3.4. The non-exclusive rights and benefits set out on the Website are indicative and purchase of a Membership shall not serve as a guarantee that any minimum level of benefits will be provided during the Term.

4. MEMBERSHIP TERM

Your Membership starts from date of purchase and shall continue until 31 December 2021 (the "Term")

5. DISPATCH OF MEMBERSHIP CARD AND BENEFITS

5.1. All Membership Cards will be dispatched electronically to the email of the registered holder within 30 days of Membership purchase.

5.2. Following the purchase of a Supporters Club Membership, and subject to availability (in particular taking into account whether and to what level matches are permitted to be played in front of a crowd in accordance with Scottish Government guidance), a Member shall be entitled to apply for Home Match tickets during the Priority Membership Sales Period.

5.3. 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 Scottish Rugby's matches. Further, in line with Covid-19 restrictions, the offering by Scottish Rugby of a Membership does not guarantee that any matches will be made available for crowds during the Term.

6. SUSPENSION/TERMINATION OF SUPPORTERS CLUB MEMBERSHIP

6.1. Scottish Rugby may suspend a Member's access to the Supporters Club at any time at its sole discretion. If Scottish Rugby does choose to suspend a Membership, it will inform the Member within a reasonable time. However, Scottish Rugby is under no obligation to inform the Member of the reasons for the suspension or when the suspension may end.

6.2. Scottish Rugby can terminate your Membership immediately on written notice if:

6.2.1. the Member breaches these Membership T&Cs or any Associated T&Cs;

6.2.2. the Member acts or is reasonably suspected of acting in any manner which is inconsistent with or violates these Membership T&Cs or any Associated T&Cs; or

6.2.3. Scottish Rugby reasonably believes an unauthorised person is attempting to access the Supporters Club using a Member's account.

6.3. Scottish Rugby may terminate the Supporters Club at any point by giving the Member 30 days' notice by email.

6.4. In the event that a Membership Card is withdrawn or cancelled, Scottish Rugby reserves the right to exclude the relevant Member from applying for any future Supporters Club maintained or organised by Scottish Rugby.

7. MEMBER OBLIGATIONS

7.1 The Member shall:

7.1.1. 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;

7.1.2. 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 these Terms and Conditions; and

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

8. 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.

9. DATA PROTECTION

9.1. Each Member acknowledges and agrees that the personal data provided by them to Scottish Rugby shall be collected, stored and used by Scottish Rugby in accordance with General Data Protection Regulation (EU2016/679), the Data Protection Act 2018 and Scottish Rugby's Privacy Notice (available on the Website: <https://www.scottishrugby.org/privacy-policy>).

9.2. Personal data is collected for the purpose of maintaining the Supporters Club, this is required for the performance of these Membership T&Cs.

9.3. You will receive communications from Scottish Rugby 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.

10. GENERAL

10.1. Scottish Rugby reserves the right to re-brand or otherwise vary any of the Memberships, at any time provided that such variation shall result in the 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 Scottish Rugby, be transferred to such additional or replacement Supporters Club without prior notice provided always that the Member shall be entitled to the same or substantially similar Membership Benefits under the new Supporters Club as the Member was under the Supporters Club from which the Member was transferred.

10.2. All warranties, conditions and other terms which are not expressly stated in these Membership T&Cs (including, without limitation, those implied by statute or common law) are, to the fullest extent permitted by law, excluded.

10.3. Nothing in these Membership T&Cs shall limit or exclude either party's liability for:

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

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

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

10.4. Subject to Clause 10.3:

10.4.1. Scottish Rugby shall not be liable under or in connection with these Membership T&Cs for: any losses or damages which were not reasonably foreseeable by Scottish Rugby at the time of entering into the Membership T&Cs; 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

10.4.2. Scottish Rugby's liability under or in connection with these Membership T&Cs shall be limited to a sum equal to the Fee in aggregate.

10.5. These Membership T&Cs and any Associated T&Cs compromise the entire agreement between Scottish Rugby and the Purchaser/Member in relation to the purchase of the Supporters Club and all ancillary benefits.

10.6. If it is found by a court of competent jurisdiction that any of these Membership T&Cs cannot be enforced for any reason, this will not prevent the other provisions from continuing to apply.

10.7. These Membership T&Cs are governed by Scots Law and any dispute relating to them will be subject to the exclusive jurisdiction of the Scottish Courts.

11. CONTACT US

You can contact Scottish Rugby about these Membership T&Cs by emailing ticketcentre@sru.org.uk.