

## PREMIUM MEMBERSHIP TERMS & CONDITIONS

*Set out below are the terms and conditions governing the purchase, operation and expiry of the Premium Membership Scheme of the WRU.*

### 1. Definitions

1.1. In these terms and conditions:

- “Designated Seat”** means the seat as selected by the Premium Member which is located in the relevant block within the Stadium, subject at all times to the WRU’s right in the event of Stadium seating configuration requirements, health and safety requirements, policing requirements or stewarding requirements, to move that Designated Seat to any other seat for any Home International without consultation with, or consent from, the Premium Member;
- “Commencement Date”** means 1 April 2021;
- “Force Majeure Event”** means any event affecting performance of these terms and conditions arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of the WRU including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, satellite or other communications links or technical failure, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action involving only the employees of the WRU), terrorist action, civil commotion and any legislation, regulation, ruling, decision or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority;
- “Ground Regulations”** means the Stadium’s Ground Regulations in force and as amended from time to time;
- “Home International”** means either an international rugby football union match played at the Stadium between the Welsh senior men’s team and the senior men’s rugby union team of another nation which is owned and/or controlled by the WRU (which shall not include any match played in a Rugby World Cup);
- “Premium Member”** means an individual who has joined the Scheme after purchasing a membership and who shall be entitled to receive benefits associated with Premium Membership (and “Premium Membership” should be construed accordingly);
- “Premium Membership Benefits”** mean the benefits as listed in Clause 3.3 below;
- “Scheme”** means the Premium Membership Scheme which entitles Premium Members to receive Premium Membership Benefits;
- “Stadium”** means Principality Stadium, Westgate Street, Cardiff CF10 1NS;
- “Ticket Terms and Conditions”** and means the WRU Ticket Terms and Conditions which are available at <https://www.wru.wales/tickets/terms-and-conditions/ticket-terms-and-conditions/> and/or the relevant ticket terms and conditions and/or terms of admission for matches held at the Stadium from time to time or such other replacement or amended terms approved by the WRU from time to time;

<b>“WRU Official Membership”</b>	entitles WRU Official Members (as differentiated from Premier Members) to priority access to tickets for selected Home International matches (i.e. an opportunity to purchase Home International tickets in advance of general sale), no online booking fees when purchasing tickets, two (2) free tours of the Stadium in each calendar year, 10% discount at the WRU store and WRU online store, selected discounts with WRU partners (as communicated to WRU Official Members from time to time) which are subject to change, invitations to attend Home International match day events which are subject to a “first come first served” basis and subject to availability (“WRU Official Membership Benefits”). Junior members of the WRU Official Junior Membership also receive identical benefits (subject to age restrictions) with an additional benefit of access to entry into ballots and competitions for becoming a ball bearer or a mascot for a Home International;
<b>“WRU Official Membership Terms and Conditions”</b>	means the WRU terms and conditions which apply to WRU Official Membership and which are available at <a href="https://www.wru.wales/tickets/terms-and-conditions/official-membership-tcs/">https://www.wru.wales/tickets/terms-and-conditions/official-membership-tcs/</a> or such other replacement or amended terms approved by the WRU from time to time;
<b>“Register”</b>	means the register of the Premium Members that will be maintained in accordance with, and as contemplated by, Clause 6;
<b>“Term”</b>	means either the five or ten year period of Premium Membership beginning on the Commencement Date and expiring on the relevant Termination Date, but which in respect of WRU Official Membership begins on the date of purchase of the Premium Membership and expires on the relevant Termination Date;
<b>“Termination Date”</b>	means up to and including 31 March 2026 for each five year Premium Membership purchased, and up to and including 31 March 2031 for each ten year Premium Membership purchased;
<b>“Welsh Team”</b>	means the men’s rugby union team which represents Wales at the highest senior international level; and
<b>“WRU”</b>	means The Welsh Rugby Union Limited (company number 03419514) whose registered office is at Principality Stadium, Westgate Street, Cardiff, CF10 1NS.

## **2. General Terms**

- 2.1. All purchases of Premium Membership are made subject to these terms and conditions and the WRU Official Membership Terms and Conditions and all other rules, regulations and orders from time to time applicable to a Premium Member and by purchasing a Premium Membership Premium Members confirm that they will comply with and act in accordance with the same.
- 2.2. The Scheme is owned and operated by the WRU and any queries with regards to Premium Membership should be raised with the WRU membership office on 02920822431.
- 2.3. All purchases of Premium Membership (including the selection of seats) will be sold on a “first come first served” basis.
- 2.4. The dates and times of Home Internationals are subject to change. Every effort will be made by the WRU to give as much notice as possible of any change and to publicise such change on the WRU’s website and on its social media channels.

- 2.5. The WRU shall not have any liability to the Premium Member in respect of any failure to carry out or delay in carrying out any of its obligations under these terms and conditions, including without limitation admitting the Premium Member to the Stadium for a particular Home International. This includes failures which are caused by a Force Majeure Event or any other circumstances which may arise which are outside the control of the WRU.
- 2.6. Any promotional offers, merchandise or prizes offered to Premium Members from time to time (which do not fall within the Premium Membership Benefits) shall be non-transferable and the Premium Member will not be permitted to sell any such offer, merchandise or prize for any commercial gain, publicity or profit.
- 2.7. Premium Membership Benefits are personal to the Premium Member, cannot be sold or assigned and are non-transferable and shall only be transferred in limited circumstances (for example, following the death of a Premium Member), such circumstances are at the sole discretion of the WRU.
- 2.8. The Premium Membership will expire automatically at the end of the relevant Term.
- 2.9. All communication sent to Premium Members by the WRU will be sent via e-mail to the e-mail address provided by the Premium Member in their WRU e-ticketing account and pursuant to the consent provided to the WRU by the Premium Member to such method of communication being used. The Premium Member is responsible for ensuring that their e-mail and other contact information is correct and up to date on the Premium Member's WRU online e-ticketing account. If a Premium Member would like to correspond with the WRU in writing then the Premium Member must contact the WRU's Memberships Team to lodge that request and, if accepted by the WRU, all communications thereafter will be sent by post.
- 2.10. The Premium Member acknowledges and agrees that the WRU makes no representation or warranty regarding the number or frequency of Home Internationals in every calendar year.
- 2.11. The WRU shall be entitled to make such further rules and regulations in connection with the Premium Membership and WRU Official Membership, as may, from time to time, be required of the WRU by law or by any regulatory authority or as the WRU may otherwise determine in its sole discretion.

### **3. Premium Member Benefits**

- 3.1. A Premium Member shall, with effect from and after the Commencement Date and for the duration of the relevant Term unless terminated earlier in accordance with Clause 8, be entitled to receive the Premium Membership Benefits.
- 3.2. The WRU reserves the right to make changes to the Premium Membership Benefits at any time. The Premium Membership Benefits can be found on the WRU website at <https://www.wru.wales/tickets/terms-and-conditions/>.
- 3.3. Premium Membership Benefits include the right to purchase a face value ticket in advance of tickets going on general sale for a Designated Seat for a Home International within such period as the WRU shall notify by public announcement and by e-mail (or post, where a Premium Member has requested communication by post) which, for the avoidance of doubt, shall not include the right to purchase a ticket in advance for a Designated Seat for any other event held at the Stadium. The window for advance purchase will be open for a specified period of time which the WRU will communicate to the Premium Member by e-mail (or post, where relevant). Upon expiry of the window for advance purchase the Premium Member will lose the right to purchase a ticket for the Premium Member's Designated Seat and such right will revert to the WRU who may offer the Designated Seat for general sale. The Designated Seat will be the

seat selected by the Premium Member at the time of the purchase of the Premium Membership (subject to Clause 4.9 below).

- 3.4. Other events which may take place at the Stadium from time to time are not included within the Scheme.
- 3.5. Premium Membership Benefits will not begin until the Commencement Date and they will be effective and available to the Premium Member for the duration of either five or ten years (depending which option is purchased) beginning on the Commencement Date and expiring on the relevant Termination Date. WRU Official Membership Benefits will, however, be effective and available to the Premium Member immediately from the date of purchase. WRU Official Membership Benefits will expire on the same date as the expiry of the Premium Membership Benefits (i.e. the relevant Termination Date).

#### **4. Purchasing a Premium Membership**

- 4.1. In order to purchase a Premium Membership the customer will first need to register online with the WRU's e-ticketing website unless the customer already has an online e-ticketing account. The customer will need to log in to their WRU online e-ticketing account in order to purchase a Premium Membership. The customer should ensure that their customer details are up to date and that the customer has provided an accurate and up to date e-mail address. This is particularly important as the WRU will confirm the purchase of the Premium Membership via e-mail (unless the Premium Member has requested communication by post).
- 4.2. The customer must go to the 'Ticket' section of the WRU website and must log in to their online e-ticketing account. The customer should then select the 'Premium Membership' tab and can then elect to purchase either a five year or a ten year Premium Membership.
- 4.3. The customer must select the specific seat(s) in the Stadium they wish to be assigned to by reference to a Stadium seating chart and must then select the quantity of Premium Memberships they would like to purchase (if more than one) and which option (five or ten year) they would like to purchase.
- 4.4. Once the seat has been selected, the customer should proceed to the online check out and should select whether they wish to pay the total cost in full, or whether they wish to pay the first of ten direct debit instalments and the balance of the nine further instalments monthly thereafter. Payment by direct debit is only available to Premium Memberships purchased on or before 1 April 2020 after such date the direct debit option will be unavailable (and payment will then need to be made in full). Depending on which option is selected the customer will then be directed to enter card details and they should follow the online steps to complete payment.
- 4.5. All payments to be made by credit or debit card must be honoured for payment in full on first presentation. If the payment is not so honoured, the purchase will not be completed.
- 4.6. Direct debit mandates must be in respect of a clearing bank or building society in the UK in respect of customers paying by way of direct debit.
- 4.7. Once the transaction has been completed successfully (i.e. when either full payment or the first direct debit instalment has been received by the WRU), a confirmation e-mail (or post, where applicable) will be sent to the customer confirming the Premium Membership seat number, the date the Premium Membership Benefits will begin (i.e. the Commencement Date), the date the WRU Official Membership will begin (i.e. immediately upon date of purchase) as well as some instructions as to how the Premium Membership will operate (including how to purchase tickets for the allocated seat).

- 4.8. Following the purchase of a Premium Membership, the Premium Member's online e-ticketing account will be activated. Following activation, the Premium Member's online e-ticketing account will immediately allow the Premium Member access to WRU Official Membership Benefits. From the Commencement Date the Premium Member's online e-ticketing account will allow the Premium Member access to Premium Membership Benefits.
- 4.9. The WRU reserves the right at its sole discretion to change a Premium Member's allocated seat permanently for the balance of the relevant Term, or on a game by game basis. If the WRU does alter the Premium Member's allocated seat (whether permanently or for a specific game) the Premium Member will be notified of the change.

## **5. Operation of Premium Membership**

- 5.1. Once a Premium Member receives their confirmation of membership e-mail (or post, where applicable) they will immediately be able to take advantage of the WRU Official Membership Benefits which will be explained in a pack which will be posted to the WRU Official Member.
- 5.2. On the Commencement Date all Premium Members' online e-ticketing accounts will be activated to allow Premium Members access to their Premium Membership Benefits. Premium Members will receive an e-mail (or a letter, where applicable) to advise them that their Premium Membership Benefits are live as well as instructions as to how they may take advantage of the benefits.
- 5.3. The Official WRU Membership and the Premium Membership (including the benefits which come with each) will expire automatically on the relevant Termination Date.

## **6. Register of Information**

- 6.1. A Register will be kept by the WRU Membership Team in which the names, addresses, telephone numbers and e-mail addresses of the Premium Members and the relevant Termination Date of each of their Premium Memberships will be recorded. The WRU shall, where possible and using reasonable efforts, change the details of that Premium Member in the Register within ten (10) calendar days of receipt of notification in writing from the Premium Member.
- 6.2. The Premium Member acknowledges and agrees that a Premium Membership may not be registered in the name of more than one Premium Member.
- 6.3. For the purposes of data protection laws, the data controller in respect of any personal information provided to the WRU by the Premium Member as part of the Premium Membership is the WRU. The WRU will process all personal information in accordance with its privacy policy which is available at <https://www.wru.wales/privacy-policy/>.
- 6.4. The WRU is committed to safeguarding personal information and will treat all personal information as confidential however, in accordance with the aforementioned privacy policy, personal information may be revealed to third parties in the circumstances where any information is disclosed to:
  - 6.4.1. comply with legal, contractual or regulatory requirement;
  - 6.4.2. to prevent fraud or for fraud investigation;
  - 6.4.3. as per the Premium Member's request with their knowledge or consent; or
  - 6.4.4. for carefully chosen purposes as described in the privacy policy.

## **7. Force Majeure**

7.1. In the event of the WRU being prevented or delayed at any time from performing any of the obligations incumbent upon it hereunder (including the provision of the Premium Membership Benefits or following the cancellation, suspension or abandonment of any Home International) by reason of any act, event, accident, or other happening beyond the reasonable control of the WRU or which cannot be overcome by means normally employed in performance and at comparable expense, including without prejudice to the generality of the foregoing, strikes, lock-outs, industrial disputes, riots, wars, civil disturbance, fires, explosions, storms, tempests, floods, subsidence, plant breakdown, power failures, power cuts and government or local authority regulations and requirements, then and in such event any such failure or delay in performance shall not be deemed to constitute a breach of these terms and conditions, but performance of such obligations shall be suspended during the continued existence of such act, event, accident or happening as aforesaid and all rights of the WRU at the time for performance of such obligations shall be extended for a period equal to the aggregate of:

7.1.1. the period or periods of continued existence of such act, event, accident or happening; and

7.1.2. such further period (if any) as the WRU may in its sole discretion consider is required, due to repairs, maintenance, re-building, delays in transportation, shortage of manpower or materials or any other cause, reason or action directly occasioned by, or attributable to such act, event, accident or happening.

## **8. Termination**

8.1. Any amount due from a customer not paid on the day such amount becomes due and payable in respect of the Premium Membership may result in the WRU suspending the Premium Membership Benefits and/or terminating the Premium Membership and the WRU Official Membership. Such a failure to pay may also preclude the Premium Member from applying to join the Scheme again in the future.

8.2. The WRU reserves the right to temporarily suspend or terminate the Premium Membership (and the WRU Official Membership) in the event of a breach of any of these terms, of the WRU Official Membership Terms and Conditions, of the Ticket Terms and Conditions, of the Ground Regulations or of any other terms and conditions on the WRU website, or in the event of any misuse or abuse of the Premium Membership Benefits or the WRU Official Membership Benefits or in the event of any abusive, dangerous, antisocial or otherwise unacceptable behaviour by the Premium Member, including without limitation any defamatory, derogatory, threatening, unacceptable, anti-religious, anti-racial or otherwise inappropriate behaviour (including any online comments) including any behaviour which would or might be likely, in the opinion of the WRU to bring rugby, the WRU or the Stadium into disrepute.

8.3. In the event of termination of the Premium Membership in line with these terms and conditions the Premium Membership Benefits and the WRU Official Membership Benefits shall immediately cease.

## **9. Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of these terms and conditions under the Contracts (Rights of Third Parties) Act 1999.

## **10. Governing Law**

10.1. Any non-contractual obligations arising out of or in connection with these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

10.2. The Courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these terms and conditions.