

HEART OF MIDLOTHIAN PLC 2021-2022 SEASON TICKET TERMS AND CONDITIONS

These Season Ticket Terms and Conditions comprise:

- (1) Defined Terms
- (2) Part 1 – Ticket Details;
- (3) Part 2 - the COVID-19 Terms and Conditions;
- (4) Part 3 - the Standard Terms and Conditions;
- (5) the Ground Regulations (as defined below);
- (6) the Season Ticket Information (as defined below) and
- (7) the Club COVID-19 Rules (as defined below) if applicable.

Defined Terms

The following terms in the Season Ticket Terms and Conditions have the following meanings:

Adult means any person who is not a Concession.

Ballot means the ballot to be conducted according to the Ballot Terms and Conditions.

Ballot Terms and Conditions means those terms and conditions that will apply to the Ballot from time to time, which shall include a weighted system to provide fairness, provided always that the Club cannot guarantee success in the Ballot and the Club cannot be held liable for any failure to obtain Match Tickets in the Ballot whilst Covid-19 continues to impact Scottish football.

Club (and “we” “us” “our”) means Heart Of Midlothian plc.

Club COVID-19 Rules means any additional rules, regulations and spectator code of behaviour/conduct (which may include “Track and Trace measures”) of the Club (if any) that are published from time to time in respect of COVID-19.

Concessions means those Under 18 years of age, OAPs over 65 years and students in full time education. Proof of age (including matriculation ID card for students) is required. Only photographic identification will be acceptable. Adults in receipt of ESA (support group) need to supply the club with an award letter dated in the current year.

COVID-19 means Coronavirus (COVID-19) and any variant of it.

Hearts Pass means a pass as more particularly set out in Part 1 below, which grants certain rights in respect of the 2021-2022 season. **Government Rules** means legislation enacted, and/or rules and guidance issued, by the Scottish Government and/or the UK Government (as applicable) regarding the COVID-19 pandemic from time to time.

Ground Regulations means the ground rules and regulations governing attendance at the Stadium as amended by the Club from time to time and which are available [outside/in] the Stadium and accessible on our official website www.heartsfc.co.uk.

Match any Scottish Premiership football match held at the Stadium in respect of the 2021-2022 football season.

Match Ticket means each ticket to attend a particular Match.

Match Ticket Terms and Conditions means those terms and conditions that apply to and govern the use of the Match Tickets.

Season Ticket means a season ticket as more particularly set out in Part 1 below, which grants certain rights in respect of the 2021-2022 season including the right to Match Tickets.

Stadium means Tynecastle Park, Edinburgh.

Streaming Terms and Conditions means those terms and conditions that govern the streaming of any Match.

Season Ticket Holder shall mean any individual possessing, holding or using a Season Ticket, including (without limitation) the Ticket Purchaser, or any person to whom the Season Ticket was validly issued; provided always that the person who is identified on the face of the Season Ticket will be deemed the Season Ticket Holder.

Season Ticket Information means the further information about Tickets ([which can be accessed here](#)).

Season Ticket Threshold means the capacity at which the Club permits, due to Government Rules or otherwise, more spectators to attend a Match than the total of Season Ticket Holders.

Ticket Purchaser shall mean any individual who validly purchased the Season Ticket and/or Hearts Pass from the Club in accordance with these Season Ticket Terms and Conditions.

PART 1: Tickets

1. These Season Ticket Terms and Conditions set out the terms on which the Club supplies (i) Season Tickets for access to Matches at the Stadium (or any alternative location used by the Club for home matches) and (ii) the Hearts Pass for the 2021-2022 season. The Season Ticket Information ([click here to access](#)) provides further information about Season Tickets and the Hearts Pass and is deemed to be part of these Season Ticket Terms and Conditions. In the event of any inconsistency between these Season Ticket Terms and Conditions and the Season Ticket Information, these Season Ticket Terms and Conditions will prevail.
2. A Season Ticket entitles the Season Ticket Holder to those benefits set out in the Season Ticket Information which includes:
 - (a) The right to attend, and occupy a seat for, every Match once the Season Ticket Threshold has been reached;
 - (b) The right to enter the Ballot to attend any Match prior to the Season Ticket Threshold having been reached;
 - (c) The right to stream any Match (in accordance with the Streaming Terms and Conditions) where you are unable to attend the Stadium due to the Season Ticket Threshold having not been reached and being unsuccessful in the Ballot;
 - (d) The right to access to an exclusive Season Ticket Holder event (which subject to any Government Rules shall be the opportunity to attend a first-team training session at Tynecastle Park);
 - (e) Automatic entry into a monthly Season Ticket Holder prize draw (which shall be subject to such prize draw terms and conditions);
 - (f) Your name added to a 'We Are Hearts Wall' at Tynecastle.
 - (g) The "Your Hearts Benefits Package".

Where the Season Ticket Holder is entitled to attend a Match in accordance with clause 2(a) or is successful in the Ballot under clause 2(b) above, the Season Ticket Holder will be entitled to and/or supplied with a Match Ticket. That Match Ticket and the Season Ticket Holder's right to attend the Matches shall be subject to the Match Ticket Terms and Conditions.

3. A Hearts Pass entitles that supporter to the following benefits:
 - (a) A seat will be held for every Match where the Government Rules do not impose any restrictions on the amount of spectators at such Match; and
 - (b) Your name added to a 'We Are Hearts Wall' at Tynecastle.

Once the Season Ticket Threshold has been reached and the Club is able to accommodate you at the Stadium notwithstanding any ongoing capacity restrictions, you shall be entitled to apply for a pro rata Season Ticket provided that you purchase such pro rata Season Ticket within the period notified at that time. Once you have purchased such pro rata Season Ticket, you shall also be entitled to (i) the "Your Hearts Benefits Package" for the rest of the 2021-2022 season thereafter, (ii) the right (if it has not already taken place in the 2021-2022 season) to attend an exclusive Season Ticket Holder event (which subject to any Government Rules shall be the opportunity to attend a first-team training session at Tynecastle Park), and (iii) automatic entry into a monthly Season Ticket Holder prize draw (which shall be subject to such prize draw terms and conditions), and all other terms and conditions that relate to the Season Tickets hereunder shall apply.

4. Season Tickets and Hearts Passes will be issued at the discretion of the Club on these Season Ticket Terms and Conditions. These Season Ticket Terms and Conditions govern the purchase of the Season Tickets and the Hearts Pass issued for the 2021-2022 season.
5. By applying for, purchasing or being allocated Season Tickets and/or the Hearts Pass, the Ticket Purchaser shall be deemed to have accepted these Season Ticket Terms and Conditions. The Ticket Purchaser (and any Season Ticket Holder) may not purchase, hold, use or attempt to use a Season Ticket or Match Ticket or enter the Stadium if they do not understand and agree to these Season Ticket Terms and Conditions. Any breach of these Season Ticket Terms and Conditions by you may result in appropriate action and/or sanctions being imposed by the Club, any other football club and/or Police Scotland, including withdrawal of your Season Ticket and/or Match Ticket and/or your removal from the Stadium.
6. These Season Ticket Terms and Conditions incorporate, and in accepting these Season Ticket Terms and Conditions, the Ticket Purchaser and every Season Ticket Holder also agrees to comply with, and entry to the Stadium is subject to, the Rules and Regulations of FIFA, UEFA, the Scottish Football Association ("SFA"), the Scottish Professional Football League ("SPFL"), the Club's Ground Regulations, and the Club's Unacceptable Conduct Policy.
7. When you purchase a Season Ticket and/or Hearts Pass, the Club's acceptance of your order and processing of your payment will be confirmation of your Season Ticket and/or Hearts Pass, at which point a contract will be formed between you and the Club. If we cannot accept your order, we will inform you of this as soon as possible.
8. Where your Season Ticket is to be financed using the Club's finance partner (as set out in the Season Ticket Information) the Club will not confirm your Season Ticket and no contract between you and the Club will be formed until the Club has received confirmation from its finance partner that your application for finance has been accepted.
9. Each Season Ticket and Heart Pass issued, no matter how it is purchased, used or obtained, remain subject to these Season Ticket Terms and Conditions at all times. Every Season Ticket Holder shall be deemed to have been made aware of these Season Ticket Terms and Conditions and to have accepted and agreed to comply with these Season Ticket Terms and Conditions, no matter how the Season Ticket or Hearts Pass is purchased, used or obtained.
10. You (whether acting alone or with others) shall be jointly and individually liable for, and may be subject to legal action by the Club for recovery of fines, losses, penalties, liability or damages suffered or incurred by the Club (including disciplinary action by the football authorities) as a direct result of your conduct or behaviour (or that of any third party to whom you have provided your Season Ticket or Match Ticket, with or without the consent of the Club) at any Match.
11. All Season Tickets and Hearts Passes are issued by or on behalf of the Club and shall remain the property of the Club at all times.
12. In the case of any conflict or ambiguity between these Season Ticket Terms and Conditions and any abbreviated terms printed on a Season Ticket or Match Ticket (if applicable), these Season Ticket Terms and Conditions shall prevail.
13. The Club cannot guarantee the location of your seat as social distancing, limits to capacity and ballot arrangements mean that the Club must adopt flexible seating during the 2021-2022 season.
14. For the avoidance of doubt, Season Tickets for the 2021-2022 season do not confer any right to any seat in respect of the 2022-2023 season. Season ticket holders from the 2019-2020 season will be eligible to have first rights to secure their seat for the 2022-2023 season in accordance with the rules that applied in respect of those 2019-2020 season tickets.

15. Any Season Ticket Holder's right to stream any Match shall be subject at all times to the separate Streaming Terms and Conditions. It is agreed that the Club has engaged a third party to provide such streaming, that it may not be commercially viable to continue operating the streaming service and that, by their nature, the streaming service contains and utilises elements (both hardware and software) and rely upon services, input and facilities which are not within the Club's control. Accordingly, you agree that the streaming service may cease to operate permanently or from time to time.
16. Adult Season Ticket Holders and 'Over 65s' Concession Season Ticket Holders are also entitled to purchase up to two 'Under 13' Concession Season Tickets. 'Under 13' Concession Season Tickets may only be purchased by the holder of a valid Adult Season Ticket or 'Over 65s' Concession Season Ticket.
17. Concession Season Tickets can be upgraded to an alternative Concession Season Ticket or Adult Season Ticket throughout any season.
18. Season Tickets and Hearts Passes may be cancelled at any time by the relevant Season Ticket Holder or Hearts Pass Holder (as applicable) by emailing tickets@homplc.co.uk to confirm that they wish to cancel their Season Ticket or Hearts Pass (as applicable). Subject to clause 7 of the Standard Ticket Terms and Conditions, if the Club receives such cancellation email within 14 days of the date on which the Club accepted the purchase of such Season Ticket or Hearts Pass as set out at clause 7 above, the Season Ticket Holder or Hearts Pass Holder (as applicable) shall be entitled to a full refund of the purchase price of such Season Ticket or Hearts Pass. If the Club receives such cancellation email more than 14 days after the date on which the Club accepted the purchase of such Season Ticket or Hearts Pass as set out at clause 7 above, no refund shall be payable.

PART 2: COVID-19 Terms and Conditions

About

1. These COVID-19 Terms and Conditions are in addition to our Standard Ticket Terms and Conditions (set out in Part 3 below) and apply to all Match Tickets during the period when the Government Rules and/or the Club COVID-19 Rules are in force.
2. Where there are any differences or inconsistencies between these COVID-19 Ticket Terms and Conditions and our Standard Ticket Terms and Conditions then these COVID-19 Ticket Terms and Conditions shall prevail.

COVID-19 Acknowledgment

3. Whilst we are committed to ensuring the health and safety of spectators at each Match, it is not possible for us to completely eliminate the risk of COVID-19 at the Stadium. If you feel uncomfortable in attending any Match given the ongoing threat of COVID-19, including to your health and safety, you should not enter the Ballot or attend that particular Match.
4. Before purchasing, applying for and/or being allocated or transferred a Match Ticket and before attending any Match, you must familiarise yourself with and comply with the latest Government Rules, the Club COVID-19 Rules and the then applicable COVID-19 Terms and Conditions and Ground Regulations (regardless as to when you purchased, applied for and/or were allocated your Match Ticket).
5. By purchasing, applying for and/or being allocated a Match Ticket, you are acknowledging your consent to, and agree to abide by, the safety precautions and health and safety protocols that we adopt at the Stadium for a particular Match, which may include, but is not limited to, entry at a specific time, wearing of face coverings, lateral flow testing and non-invasive temperature checks, subject to any applicable exemption you have under the Government Rules, or as otherwise determined by the Club. Wherever possible, we shall provide you with advance notice of the safety precautions and health and safety protocols at a particular Match on our website.
6. Subject to any applicable exemption under the Government Rules, or as otherwise determined by the Club, failure to comply with any safety precautions and/or health and safety protocols referred to in clause 7 of these COVID-19 Terms and Conditions may result in you being denied entry to the Stadium or being required to leave the Stadium. We retain the right to refuse entry to the Stadium to any person that refuses to comply with such safety precautions and/or our health and safety protocols. If you are denied

entry or required to leave the Stadium pursuant to this clause 6 of these COVID-19 Terms and Conditions you shall not be entitled to a refund and/or any other compensation.

7. If you are exempt from complying with the safety precautions and/or health and safety protocols referred to in clause 5 of these COVID-19 Terms and Conditions under the Government Rules, or as otherwise determined by the Club, a steward or representative of the Club may ask you to provide supporting information to validate such exemption (for example, an exemption card in respect of wearing of face coverings). It will be for the steward or representative of the Club to determine whether the supporting information provided is sufficient to validate the exemption relied on.
8. You should not attend any Match if: (i) you are displaying any COVID-19 symptoms; (ii) you are required to self-isolate or quarantine in accordance with Government Rules; and/or (iii) there are other Government Rules and/or Club COVID-19 Rules that apply resulting in you not being able or permitted to travel to and/or attend any Match. In such circumstances, you shall be entitled to stream the Match as set out at clause 10(c) of these COVID-19 Terms and Conditions.
9. You accept that personal arrangements including travel, accommodation or hospitality relating to any Match are entirely at your own risk and you shall not be entitled to any form of compensation from us in relation to such personal arrangements (for example, should you need to cancel them for any reason).

COVID-19 Potential Eventualities

10. By purchasing, applying for and/or being allocated a Match Ticket by way of being a Season Ticket Holder hereunder, you accept that any Match and/or your attendance at any Match may be subject to disruption (including at short notice) due to the impact of COVID-19, including, but not limited to, in the following circumstances, when the following terms shall apply:
 - (a) **if a Match is cancelled or played behind closed doors without spectators present**, we will automatically cancel your Match Ticket and as your sole remedy and as a Season Ticket Holder, you will be entitled to stream the match in accordance with these COVID-19 Terms and Conditions and the Streaming Terms and Conditions;
 - (b) **if requirements under Government Rules and/or Club COVID-19 Rules (for example, regarding social distancing) mean that we are unable to honour all of the Match Tickets purchased for that Match (for example, if we are required to increase the distance between different households or if additional restrictions are introduced which mean we are unable to have as many spectators at the Match as originally anticipated when the Match Tickets were sold)**, then we reserve the right upon written notice to you to cancel your Match Ticket, and as your sole remedy and as a Season Ticket Holder you will be entitled to stream the match in accordance with these COVID-19 Terms and Conditions and the Streaming Terms and Conditions;
 - (c) **if a Match is played with spectators present but you are unable to attend the Match due to your adherence to and compliance with the then applicable COVID-19 Terms and Conditions, the Ground Regulations, the Government Rules and/or the Club COVID-19 Rules (for example, due to the restrictions that apply in the location where you live or the fact that you are self-isolating or quarantining) (in each case a "Spectator Event")**, you will be entitled, as Season Ticket Holder to stream the Match in accordance with these COVID-19 Terms and Conditions and the Streaming Terms and Conditions;
 - (d) **if a Match is postponed and rescheduled for another date**, we shall provide you with as much advance notice of any changes to a Match as possible on our website and via our social media channels. The Match Ticket for the original date of the Match will be valid for the rescheduled date of the same Match. If you are unable to attend such rearranged Match then will be entitled by way of sole remedy, as a Season Ticket Holder to stream the Match in accordance with these COVID-19 Terms and Conditions and the Streaming Terms and Conditions.
11. The Club's liability for changing, postponing, cancelling or amending any Match, or for material changes to a Match due to COVID-19, will be limited to the rights set out in these COVID-19 Terms and Conditions. Without limiting the foregoing, clause 10 and 11 in these COVID-19 Terms and Conditions, and your rights in respect of any affected Match, shall prevail over any other terms and conditions dealing with refunds set out in the Match Ticket Terms and Conditions.

Variation

12. Given the evolving and unpredictable nature of the COVID-19 pandemic, it may be necessary for us (in our sole and absolute discretion) to vary these COVID-19 Terms and Conditions due to the impact of COVID-19 (including, but not limited to, as a result of the application of the Government Rules and/or the Club COVID-19 Rules, in each case as may be amended from time to time). Wherever possible we will provide you with as much advance notice of any changes as possible on our website.

PART 3: Standard Ticket Terms and Conditions

1. Season Tickets and Hearts Passes may not be advertised or offered for sale or re-sold by you or any third party, used as a competition or lottery prize, or used for any commercial purpose without the Club's prior written consent.
2. Season Tickets and Hearts Passes may not be used as a prize, or as part of a competition, or in any promotional or similar activity without the prior written consent of the Club.
3. Any Season Ticket or Hearts Pass advertised, supplied or obtained in breach of these Season Ticket Terms and Conditions shall be void and all rights conferred therewith shall be nullified.
4. If applicable, where a Season Ticket has been lost or stolen, the Club should be notified immediately and shall issue a duplicate Season Ticket to the Season Ticket Holder for an administration fee payable in respect of each duplicate Season Ticket. If the Club issues a duplicate Season Ticket, the original Season Ticket will become automatically invalid.
5. Subject to the COVID-19 Terms and Conditions, and any change of fixture due to COVID-19, the Club reserves the right to change its advertised fixture dates and kick off times for any other reason at the Club's sole discretion (including for example other competitions and TV scheduling) without notice and without liability. Accordingly, Matches cannot be guaranteed to take place on a particular day at any particular time. In the event of any such curtailment, postponement, abandonment or cancellation of any Match no refund can be made.
6. Where a Season Ticket has been purchased as a Concession Season Ticket, that Season Ticket may only be used in accordance with the relevant concession requirement(s). By way of example, a Season Ticket that is sold as an age Concession Season Ticket, will only provide for the right to buy a Concession Match Ticket.
7. If a Season Ticket or Hearts Pass is cancelled due to a breach of the Standard Ticket Terms and Conditions, no money will be refunded or compensation provided.
8. The failure, or delay, by the Club to exercise a right or remedy under these Season Ticket Terms and Conditions does not constitute a waiver of that (or any other) right or remedy.
9. The Club reserves the right to update these Season Ticket Terms and Conditions from time to time at the Club's sole discretion and without notice. A full copy of the latest version of these Season Ticket Terms and Conditions (as amended if appropriate) will be available on the Club website and upon request from the Club.
10. These Season Ticket Terms and Conditions and the contract are governed by Scots law. Any dispute relating to them shall be subject to the exclusive jurisdiction of the Scottish Courts.
11. The Club is a data controller in respect of personal data submitted by you. We will hold and process personal data for legal and administrative purposes and we will use the contact information you provide us with for marketing purposes unless you have told us you do not wish to receive marketing materials. Further information about how we handle your personal data is set out in our [Fair Processing Notice](#).
12. From time to time, the Club may wish to keep you up to date with the latest information from the Club. Such communication includes email, text, telephone and direct mail and will only involve activity directly related to the Club. If you do not wish to receive such information please alert us at the time of sale or tick the appropriate box on the application form. You can be removed from this database at any time by emailing tickets@homplc.co.uk or calling 0333 043 1874, option 1, then option 8 (Monday to Friday, 9am-6pm).

13. From time to time, the Club teams up with a selection of carefully chosen commercial partners to bring fans a diverse range of opportunities. If you do not wish to receive such communication please alert us at the time of sale or tick the appropriate box on the application form. You can be removed from this database at any time by emailing tickets@homplc.co.uk or calling 0333 043 1874, option 1, then option 8 (Monday to Friday, 9am-6pm).