

# SEASON 2020/21

## VIRTUAL SERVICES TERMS AND CONDITIONS



**Virtual Services Terms and Conditions: CELTIC F.C. LIMITED, Celtic Park, Glasgow, G40 3RE. Registered in Scotland SC223604, registered VAT number is 653 0293 52 (the "Club", "us" or "we")**

### 1. Background

1.1 For the 2020/21 season only and in respect only of the Club's 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 shall, subject to and in accordance with these Virtual Services Terms and Conditions, include Virtual Services (defined below) in the Season Tickets.

1.2 Please note that you are only entitled to the Virtual Services if and for so long as you are a Holder of a Season Ticket or a Customer receiving seasonal hospitality benefits in accordance with our Season Hospitality Terms ("Season Hospitality"). If at any time you cease to be a Holder or a Season Hospitality Customer, your access to the Virtual Services shall immediately terminate.

1.3 These Virtual Services Terms and Conditions ("Terms") form part of your contract for the Season Ticket or Season Hospitality, details of which are fully set out in the Club's Season Ticket Terms (provided when you purchase your Season Ticket and available at [celticfc.net](http://celticfc.net)), or, for Season Hospitality, the Club's Season Hospitality Terms provided when you booked your Season Hospitality. Your use of the Virtual Services is subject to your acceptance of these terms.

### 2. Definitions

In these terms, 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;

**Virtual Services** means the right to view on a Live basis, via Club Digital Media, the Club's Home League Matches (or such other matches as nominated by the Club) during the Restricted Period;

**Home League Matches** means those of the Club's home SPFL league matches which are included in your category of Season Ticket or Season Hospitality;

**Live** means as contemporaneously to the event taking place as technology allows;

**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.

Any other capitalised but undefined terms have the meanings given in the Season Ticket Terms or, for Season Hospitality, the Season Hospitality Terms.

### 3. Contract and Username/Password

3.1 The Virtual Services are provided subject to these Terms 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.

3.2 Following your purchase of a Season Ticket or Season Hospitality, you will be registered as a holder with access to Virtual Services. Details on how to log in to access the Virtual Services will be sent out to you by the Club in advance of the 2020/21 Season starting. If your Season Hospitality includes a right to invite Guests, such Guests will also be entitled to access the Virtual Services and you must inform any such Guests of these terms.

3.3 To access the Virtual Services you will be required to enter a username and a password which will be provided to you by the Club. You must keep the password secure and not disclose it to any other person. Your right to access the Virtual Services 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 inform the Club of this. 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.

3.4 You confirm that:

(a) if the Holder of the Season Ticket is under 16, the Holder's parent(s) and/or guardian(s) and/or individual making payment for the Season Ticket shall also be responsible for the Holder's actions, conduct and compliance with these Terms and where appropriate any references in these terms to 'the Holder' shall be deemed to include the individual specified in the order as having parental responsibility for the Holder.

(b) 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 access to the Virtual Services will immediately expire; and

(c) 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 emailing the Club at [celticfctickets@celticfc.co.uk](mailto:celticfctickets@celticfc.co.uk).

### 4. Use of the Virtual Services

4.1 Details of how Home League Matches can be viewed 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.

4.2 Access to the Virtual Services may be suspended and/or terminated in accordance with the Season Ticket Terms, the Season Hospitality Terms and/or these Terms.

4.3 If your Season Ticket or Season Hospitality is for any reason suspended and/or terminated in accordance with the Season Ticket Terms or Season Hospitality Terms (as appropriate) then the Virtual Services may be likewise so suspended and/or terminated for both you and any applicable Guests.

4.4 The Virtual Services 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.

4.5 The Virtual Service 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.

4.6 In order to access and use the Virtual Services, 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 1.5Mbps although we recommend 5.0 Mb/s or more for the best viewing experience). Quality and accessibility of Live video streaming via mobile networks cannot be guaranteed.

4.7 For access to the Virtual Services your device should comply with the following minimum system requirements (this may be updated occasionally, see section 6 below: "changes and updates") or else you may experience issues such as ghosting, low frame rates, pixilation, low-quality sound, poor picture quality and/or stuttering):

- CPU i5 or higher;
- 8GB memory;
- Operating Systems: Windows 7+, Mac OS X 10.7+, iOS 11.3 or higher; and
- Newest version of Google Chrome, Firefox, MS Edge, or Safari (with JavaScript enabled).

### 5. Your Obligations

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

(a) access or use your Virtual Services contrary to this contract, including use for any unlawful purpose contrary to any applicable laws and regulations;

(b) access or use your Virtual Services other than for private and domestic purposes. Under no circumstances must your Virtual Services 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 Virtual Services 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 relation to the Virtual Services to another person or organisation, or share use of or access to your Virtual Services account or any content contained or accessed within it (except where a Season Ticket transfer is authorised by the Club in accordance with the Season Ticket Terms);

(e) disclose your username and password to any other person and store your username and password anywhere on a computer in plain text;

(f) use your Virtual Services 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) access the Virtual Services 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 Virtual Services) to be interrupted, damaged, rendered less efficient or impaired, nor try to gain unauthorised access to any of the systems through which Virtual Services are delivered;

(h) use a VPN (Virtual Private Network) service or similar to mask or otherwise hide your location for the purposes of utilising the Virtual Services outside the Territory; or

(i) distribute or publish any data or information in relation to any Home League Match.

### 6. Changes & Updates

6.1 We may change the Club Digital Media via which the Virtual Services are utilised and/or these Terms without giving you advance notice in order to:

(a) reflect changes in relevant laws or regulatory requirements;

(b) implement minor or emergency technical adjustments, for example to address a security threat;

(c) alter or improve the presentation of the user interface, or increase functionality; or

(d) implement other minor changes which would not reasonably be likely to cause you a material detriment in your use of the Virtual Services or which we reasonably believe to be for the benefit of users.

6.2 We may update the underlying software relating to the Virtual Services or require you to implement updates from time to time to continue accessing the Virtual Services. For example, as time goes on you may need to ensure your system remains compatible with technical requirements (see section 4).

6.3 If any change to these Terms, the Season Ticket Terms 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

7.1 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 the Virtual Services which:

(a) is due to any use you make of the Virtual Services, 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 the Virtual Services 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 the Virtual Services;

(f) concerns loss or damage:

- which is not a foreseeable result of our breach of these Virtual Services 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, at the time we enter this contract, both you and we knew it might happen; or
- relating to any business, including (amongst other things)

loss of profits, loss of business, loss of opportunity and/or business interruption. Virtual Services are made available for private and domestic purposes only.

7.2 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 the Virtual Services 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

8.1 In addition to the general deactivation, confiscation and termination provisions that apply generally to the Season Ticket or Season Hospitality as specified in the Season Ticket Terms or Season Hospitality Terms (as applicable), the Club may suspend or terminate your access to the Virtual Services 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 Virtual Services available to you;

(b) you commit a material breach of these Terms 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 Virtual Services;

(d) the Restricted Period is no longer applicable or continuing in respect of the Club's Home League Matches;

(e) the Season Ticket or Season Hospitality to which the Virtual Services relates expires or is terminated; or

(f) Season 2020/21 ends, and in each case no refund or other compensation will be provided.

### 9. Complaints

If you have any questions or complaints about the Virtual Services, please visit [www.celticfc.net/pages/supportercomplaints](http://www.celticfc.net/pages/supportercomplaints).

