

## **New York City Football Club**

### **Auction Terms & Conditions 2015**

#### AUCTION TERMS AND CONDITIONS

By participating in an auction on the Cityzens Portal (as defined below) (an **“Auction”**) you fully agree and accept these Auction Terms and Conditions (**“Auction T&Cs”**) together with any specific instructions and terms for an Auction which may be mentioned on the relevant section of the Cityzens Portal (the **“Auction Information”**).

New York City Football Club LLC (the **“Club”**) may cancel or amend an Auction, the Auction Information or these Auction T&Cs without prior notice. Any changes will be posted within the Auction Information or these Auction T&Cs.

#### Eligibility

**Participation in an Auction is only open to Cityzens aged 18 and over only (“Users”)**. Employees of the Club or their family members or anyone else connected in any way with an Auction or helping to set up an Auction shall not be permitted to enter an Auction.

Any User found to be under 18 years of age or who does not otherwise meet any other eligibility requirements automatically forfeits the right to any Auction Item (as defined below). The Club reserves the right to require verification of the age and identity of participants.

In order to participate in an Auction, Users must log into the online, interactive webpage that stores relevant information about a User (the **“Cityzens Portal”**) which allows a User access to Auctions. Users will have the opportunity to make an offer to the Club for an auction item detailed in the Auction Information (an **“Auction Item”**) using their City Points in accordance with the Auction T&Cs (a **“Bid”**). Users must hold a sufficient number of City Points to meet any Bid made.

All Bids must be made directly by the person entering an Auction. Users should not knowingly allow any third party to place a Bid on their behalf. If a User believes that a Bid has fraudulently been placed using their City Points, they should immediately contact the Club and provide as much information as possible to enable the Club to investigate the matter.

Before a User places any Bid you must ensure that you are able to bid for the particular Auction Item in compliance with any applicable laws. It is the responsibility of all Users to ensure that, if they are the Successful Bidder (as defined below), they meet any qualification required to be the winner of any particular Auction Items, that they have the necessary permissions / authorisations and meet the conditions required.

#### Auction Information

A Bid may only be placed by a User within the times and dates stipulated by the Club in the Auction Information. Any Bid made by a User outside such stipulated times and dates will not be deemed as a valid and effective Bid. The time period allocated to an Auction may vary and shall be determined by the Club in its sole discretion and stipulated in the Auction Information each time.

If applicable, the Club will stipulate within the Auction Information the minimum number of City Points which a User must Bid to start an Auction (an **“Initial Bid”**). Following an Initial Bid, a Bid may only be placed by a User if it exceeds the current highest Bid by such a proportion as the Club stipulates in the Auction Information. The increments in which a new current highest Bid can be placed may vary from Auction to Auction

Users cannot revoke or otherwise cancel a Bid once it has been submitted, but a User may re-bid if it has been out-bid as the current highest bidder of an Auction. If a User re-bids in an Auction, then the User’s previous Bid will no longer be valid.

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The winner of an Auction will be the User who placed a Bid which exceeds all other Bids at the conclusion of an Auction, subject always to receipt of an automatic email from the Club confirming the same (a **“Successful Bidder”**). Following such confirmation, the Successful Bidder will be contacted by the Club by either telephone or email with further information about an Auction Item. In the event that the Club attempts to contact a Successful Bidder by telephone but is unsuccessful, the Club will send an email to the Successful Bidder. A Successful Bidder must claim an Auction Item by either responding to an email from the Club within 14 days of receipt or by confirming acceptance over the telephone. Failure to do so will result in an Auction Item being offered to the second highest bidder which will be determined by the Club acting in its absolute discretion.

The number of City Points used by the Successful Bidder shall be deducted from a Successful Bidder’s City Point account at the conclusion of an Auction. Such City Points will be deemed ‘spent’ and will not be refunded or reimbursed to a Successful Bidder in any circumstances (**“Spent City Points”**). Spent City Points cannot be re-spent even if the City Point re-adjustment to the Successful Bidder’s City Point account has not yet been made by the Club.

All Users will be able to see the status of their Bid by checking their “Auction history” and “City Points” history in the Cityzens Portal. For the avoidance of doubt, Users who do not become a Successful Bidder will not have any City Points deducted from their account at any time during or at the conclusion of an Auction.

No responsibility can be accepted for Bids not received for whatever reason, including for Bids corrupted or due to computer error in transit. Should there be any discrepancy as to which Bid is a Successful Bid, this shall be determined by the Club in its sole discretion and notified to a Successful Bidder by the Club via email.

Participation in an Auction is free (other than the City Points required for Successful Bids) but Users should be aware that they may be subject to data charges depending on their own individual arrangements for Internet access.

#### **Auction Items**

Details of an Auction Item will be detailed in the Auction Information.

The Club shall not accept any alternative payment (including without limitation payment in kind, cash, cheque, debit or credit card) for an Auction Item. Only City Points collected in accordance with the Cityzen Membership Terms and Conditions shall be accepted. An Auction Item is non-refundable. In the event that a Successful Bidder wishes to transfer an Auction Item as a gift, specific approval must be obtained from Supporter Services via [cityzens@nycfc.com](mailto:cityzens@nycfc.com) and the transferee must be a member of the Cityzens programme. Unless otherwise specifically agreed by Supporter Services, an Auction Item cannot be transferred as a gift and can only be enjoyed by the Successful Bidder.

An Auction Item is subject to availability and the Club reserves the right to substitute any Auction Item with another of equivalent value without giving notice.

If an Auction Item requires attendance on a particular date and/or necessitates travel on a specific date, a Successful Bidder (and their companion(s) if applicable) must be able to attend/travel on the date specified by the Club and no alternative dates will be available. A Successful Bidder is responsible for all expenses and arrangements not specifically included in an Auction Item, including any necessary travel, accommodation and sustenance costs, in addition to obtaining all necessary travel documents, insurance, passports and visas.

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In the event that the Club deems (in its sole discretion) that a Successful Bidder (i) is not eligible to place a Bid for an Auction Item, (ii) has failed to comply with the Auction T&Cs, (iii) cannot be contacted within 14 days of notification or (iiii) does not wish to accept an Auction Item, the Club reserves the right to offer the Auction Item to a User with the second highest Bid in exchange for the number of City Points bid by them in the relevant Auction and such second highest bidder will be deemed to be a Successful Bidder for the purposes of these Auction T&Cs.

The Club endeavors to deliver an Auction Item to a Successful Bidder within twenty eight (28) days from the closing date, unless otherwise specified in the Auction. Delivery restrictions may apply.

The Club reserves the right in its sole discretion to withhold delivery of an Auction Item until proof of eligibility and identity requested by the Club has been confirmed or if such proof is not produced on request or to disqualify the User from an Auction.

#### **Publicity**

Names of the Successful Bidder shall be published on the Cityzens Portal. By entering an Auction, each Bidder also authorises the Club to publish his / her name and consents to having publicity photographs and video images taken of him / her taken for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid and will co-operate with any other reasonable requests by the Club relating to any post-winning publicity.

#### **General**

Users must comply with any directions given to him or her by the Club including but not limited to any and all relevant laws, rules and regulations.

The Club may at any time and without prior notice: (i) amend any error(s) on the Cityzens Portal; and (ii) postpone, cancel or withdraw an Auction including any Auction Items that are listed therein. The Club will have no liability to any Users or third parties as a result of any such error on the Cityzens Portal or postponement, cancellation or withdrawal of any Auction.

Users who enter or attempt to place a Bid in an Auction in a manner, which in the Club's determination, is contrary to these Auction T&Cs or is fraudulent or unjust to other Users (including without limitation tampering with the operation of the Auction, hacking, cheating, deception, or any other unfair playing practices), may be rejected from an Auction at the Club's sole discretion.

The Club cannot promise that the services relating to an Auction will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. The Club reserves the right to modify, cancel, terminate or suspend an Auction in whole or in part, at its sole discretion, if it believes an Auction is not capable of being conducted as specified in these Auction T&Cs or in the event of system failure, maintenance or repair, network issue, a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of the Club that could corrupt or affect the administration, security, impartiality, or normal course of an Auction, including, but not limited to the unavailability of the platform before the closing date, or for strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation. The Club is not responsible for any loss or damage caused to you as a result of any of these occurrences.

The Club cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any Users entering an Auction or as a result of acceptance or use of an Auction Item. The Club is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or

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providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to Users or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in an Auction.

You agree to reimburse the Club in respect of any damages suffered by the Club or any losses by the Club resulting from any claim made by a third party in each case in respect of any matter arising from your use of the services relating to an Auction in breach of the Auction T&Cs or from your violating of any applicable law or regulation.

The invalidity or unenforceability of any provision of these Auction T&Cs shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Auction T&Cs shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

The Club's decision on all aspects of the Auction shall be final and no correspondence shall be entered into. The Club reserves the right to refuse to accept high or winning Bids.

An Auction and these Auction T&Cs will be governed by and construed in accordance with the law of New York, without regard for its choice or conflict of laws principles. Any dispute arising out of or relating to these terms of use or your participation in an Auction ("Dispute") will be subject to the exclusive jurisdiction of the federal or state courts located in New York City, Borough of Manhattan and by participating in an Auction, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections as to jurisdiction or venue in such courts.

The Club's Supporter Services team may be contacted on [cityzens@nycfc.com](mailto:cityzens@nycfc.com). The promoter is: New York City Football Club Limited.