

**The Scottish Professional Football League Limited**  
**Company Number SC175364**  
**Private Company Limited by Shares**  
**The Companies Act 2006**  
**the Written Resolution of the Company**

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**Directors Written Qualified Resolution**  
**of**

**The Scottish Professional Football League Limited (the “Company”)**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (“**the Act**”), the directors of the Company propose that the Directors Written Qualified Resolution (“**the Written Resolution**”) set out below, is passed in accordance with the relevant provisions of the Act and of the Company’s Articles:

The date of first circulation of this the Written Resolution to Members is 12 June 2020 and the 28-day return period commences from that date.

Capitalised words and phrases not herein defined have their respective meanings as set out in the Company’s Articles and in the Rules.

**the Written Resolution:**

**1. Insert new Rule I22A:**

**“I22A.1** During and only for Season 2020/2021, Clubs shall, notwithstanding Rule I14, together with any other Rule which shall otherwise prevent or restrict Clubs from exploiting Club Virtual Element (defined in Terms and Conditions) and/or Club Pay-Per-View Ticket (defined in PPV Terms and Conditions), be permitted to exploit Club Virtual Element and/or Club Pay-Per-View Ticket, by the Other Transmission of live moving images of play in League Matches at its Home Ground only by Club Digital Media (defined in Terms and Conditions and in PPV Terms and Conditions), providing that at all times each Club shall, subject to the ‘notwithstanding’ provision above, comply with the Rules, any restrictions comprised in a Commercial Contract and shall comply with and enforce the “Club Virtual Element of Season Ticket - Terms and Conditions” and the “Club PPV - Terms and Conditions” as set out in Rules I22A.3 & I22A.5 respectively.

**I22A.2** The Club Virtual Element of each Season ticket and of a Season long hospitality ticket providing for a specific seat or hospitality location within the Club’s Home Ground for each Home League Match, may be exploited for Season 2020/2021 with immediate effect, in respect that Clubs may include, at any time prior to or during Season 2020/2021, as an additional benefit to the holders and purchasers of 2020/2021 Season tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the Club’s Home Ground for each Home League Match during Season 2020/2021, a Club Virtual Element, always providing

- (i) the Terms and Conditions (as defined below) at Rule I22A.3 are comprised in each agreement between the Club and User (defined in Terms and Conditions), permitting access to and use of Club Virtual Element via Club Digital Media (defined in Terms and Conditions), in respect of a League Match in Season 2020/2021 during the Restricted Period (defined in Terms and Conditions) at its Home Ground;
- (ii) except with the prior written consent of Sky, which may be given in such numbers and on such conditions as Sky may determine, a Club must not issue such number of Club Virtual Elements to the holders and purchasers of 2020/2021 Season tickets, part Season tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the Club's Home Ground for each Home League Match during Season 2020/2021 as shall be greater than the aggregate number of Season Tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the Club's Home Ground for each Home League Match as were sold or otherwise supplied by the relevant Club in respect of or during Season 2019/2020; and
- (iii) each Club which includes a Club Virtual Element as an additional benefit to the holders and purchasers of Season tickets, part Season tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the Club's Home Ground for each Home League Match, during Season 2020/2021, shall, within 3 Working Days, of being required by the Company, including for the benefit of and for copying to Sky, provide to the Company a written statement:
  - (a) of the aggregate numbers of Season tickets, part Season tickets and Season long hospitality tickets providing for a specific seat or hospitality location within the relevant Club's Home Ground, for Home League Matches, i.e. for more than one such Official Match, during Season 2019/2020;
  - (b) of the aggregate numbers of Club Virtual Elements supplied by the relevant Club up to and including the date immediately preceding the date of such written statement;
  - (c) of the aggregate numbers of Pay-Per-View Tickets (sold by the relevant Club for each Home League Match, whether so far played or not, in which it is the Home Club at its Home Ground during Season 2020/2021; and
  - (d) each of the Company and Sky shall be under obligation to treat and maintain such aggregate numbers so supplied, as Confidential Information, and shall not disclose same to any person within or outside of either of the Company or League or Sky (including its subsidiaries, holding companies and associated companies) who do not require to know same for the purposes of monitoring and/or ensuring compliance with the terms of the Rules and/or any co-relative Commercial Contract.

**I22A.3** The Terms and Conditions which a Club must incorporate into the supply of each and all Club Virtual Elements supplied, shall, subject to any modification of style and/or language agreed by the Club with each User, subject that the Home Club concerned must ensure that any such modification must not affect the substance and/or meaning of the “Club Virtual Element of Season Ticket – Terms and Conditions” be as follows.

**“Club Virtual Element of Season Ticket - Terms and Conditions (“Terms and Conditions”)**

**1. Background**

- 1.1 For the 2020/21 season only and in respect only of the Club’s League 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 and its Relevant Supporters (defined below) can, subject to and in accordance with these Terms and Conditions, include a Club Virtual Element (defined below) of/in their Season Tickets and in season long hospitality tickets entitling an individual to attend at each League Match in Season 2020/2021 and to sit at or occupy a defined seat or place at such Match.
- 1.2 Please note that you are only entitled to the Club Virtual Element if and for so long as you are a Relevant Supporter. If at any time you cease to be a Relevant Supporter, your Club Virtual Element shall immediately terminate.

**2. Definitions**

In this Rule I22A.2, the following words and phrases and capitalised words and phrases not herein defined but used herein, have the meanings given to them in the Rules, as from time to time amended, of the Scottish Professional Football League (<https://spfl.co.uk/pages/rules-and-regulations>):

**Club Digital Media** means the Club’s official website and any official Club mobile app only;

**Club Virtual Element** means the right to view on a Live basis, via Club Digital Media, the Club’s Home League Matches during the Restricted Period;

**Home League Matches** means the Club’s League Matches, scheduled to be played at the Club’s Home Ground, and does not include any Play-Off Matches;

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

**Relevant Supporters** means a Club individual supporter who has purchased either (i) a season ticket entitling him/her to the personal right to attend all of a Club’s Home League Matches during the 2020/21 season; or (ii) a Season long hospitality package which entitles the persons receiving the hospitality to be a spectator at each Home League Match of the Club concerned during the 2020/21 season, whether by means of viewing via the Club Virtual Element or by personal attendance, when and where possible, at the Home Ground of the Club concerned;

**Restricted Period** means the period during the 2020/21 Season when the Club’s Home League Matches 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;

**Terms and Conditions** these Club Virtual Element of Season Ticket - Terms and Conditions;

**Territory** means the United Kingdom and the Republic of Ireland; and

**User** means a natural person who is has been provided as an additional benefit to him or her as the holder and/or purchaser of a 2020/2021 Season ticket or Season long hospitality ticket providing for a specific seat or hospitality location within the Club's Home Ground for each Home League Match during Season 2020/2021, a Club Virtual Element and who uses same to access live broadcast coverage of the Club's Home League Match through the Club Digital Media.

### **3. Contract, Registration and Username/Password**

- 3.1 Club Virtual Elements are issued subject to these Terms and Conditions 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 Club Season Ticket, you will be entitled to be registered as a holder of a Club Virtual Element. Registration will be via the Club's website [\[at link\]](#).
- 3.3 On registration and on each subsequent occasion on which you login to Club Digital media to access and view Club Virtual Element, you will be required to enter a username and a password and to agree to these Terms and Conditions. You must keep the password secure and not disclose it to any other person. Your right to use your Club Virtual Element 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 change your password using the facility to do so on Club Digital Media. 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) [\[you are at least 18 years old\]](#) ***[Position of junior season ticket holders to be considered by Club concerned]***;
  - (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 Club Virtual Element will immediately expire;
  - (c) you will only access and view Club Virtual Element using Club Digital Media and will at all times comply with these Terms and Conditions; 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 either updating the details on the Club website or emailing [\[insert email address\]](#).

### **4. Use of the Club Virtual Element**

- 4.1 Details of how holders of Club Virtual Elements will be able to view Home League Matches 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 Your Club Virtual Element may be suspended and/or terminated in accordance with these Term and Conditions.

- 4.3 If your Season ticket is for any reason suspended and/or terminated in accordance with its Terms and Conditions, then the Club Virtual Element thereof may be likewise so suspended and/or terminated.
- 4.4 The Club Virtual Element content includes video and audio footage, statistics, logos, on-screen graphics 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. In particular, all audio-visual coverage of League Matches and all on screen graphics during such Matches, including all copyright therein, is the sole and exclusive property of The Scottish Professional Football League Limited. You will not own any of the content.
- 4.5 The Club Virtual Element 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 Club Virtual Element, 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 1.2mbps with latency not exceeding 100ms for SD video and 4mbps with latency not exceeding 50ms for HD video. Quality and accessibility of Live video streaming via mobile networks cannot be guaranteed.
- 4.7 For use of the Club Virtual Element your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section):
- (a) Processor: 2.33GHz or faster x86-compatible processor, or Intel® Atom™ 1.6GHz or faster processor for netbooks;
  - (b) Memory: 2GB (1GB for netbooks), 128MB of graphics memory.
  - (c) Operating Systems: Windows 8.1 or later, Mac 9+
- 4.8 In order to access and use the Club Virtual Element service, your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section). Minimum requirements: Browsers: latest versions of Microsoft Edge, Mozilla Firefox, Google Chrome and Safari; 512MB of RAM (1GB of RAM recommended for netbooks). Internet Explorer is not supported and cannot be used in line with our service. Mobiles & Tablets: Operating System: Android 6+, iOS 9+

## **5. Obligations on holders of Club Virtual Elements**

- 5.1 You must not (nor authorise or permit any other person to):
- (a) use your Club Virtual Element contrary to this contract, including use for any unlawful purpose contrary to any applicable laws and regulations;

- (b) use your Club Virtual Element other than for private and domestic purposes. Under no circumstances must your Club Virtual Element 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 Club Virtual Element 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 this contract to another person or organisation, or share use of or access to your Club Virtual Element account or any content contained or accessed within it;
- (e) disclose your username and password to any other person and not store your username and password anywhere on a computer in plain text;
- (f) use your Club Virtual Element 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) use your Club Virtual Element 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 Club Virtual Elements) to be interrupted, damaged, rendered less efficient or impaired, nor try to gain unauthorised access to any of the systems through which Club Virtual Element is delivered;
- (h) use a VPN (Virtual Private Network) service or similar to mask or otherwise hide your location for the purposes of utilising the Club Virtual Element outside the Territory; and
- (i) distribute or publish any data or information in relation to any Home League Match *[Note: insert similar wording from ground regulations/season ticket Ts&Cs/Club online privacy policy]*

## 6. Changes & Updates

- 6.1 We may change the Club Digital Media via which Club Virtual Elements are utilised and/or these Terms and Conditions without giving you 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 Club Virtual Element or which we reasonably believe to be for the benefit of users.

6.2 We may update the underlying software relating to Club Virtual Elements or require you to implement updates from time to time to continue using your Club Virtual Element. 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 and Conditions 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 Club Virtual Element which:

- (a) is due to any use you make of Club Virtual Element, 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 Club Virtual Elements 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 your Club Virtual Element;
- (f) concerns loss or damage:
  - (i) which is not a foreseeable result of our breach of these 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 if, at the time we enter this contract, both you and we knew it might happen; or
  - (ii) relating to any business, including (amongst other things) loss of profits, loss of business, loss of opportunity and/or business interruption. Club Virtual Elements 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 Club Virtual Element 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 The Club may suspend or terminate your access to the Club Virtual Element 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 Club Virtual Element available to you;
- (b) you commit a material breach of these Ts&Cs, 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 Club Virtual Element;
- (d) the Restricted Period is no longer applicable or continuing in respect of the Club's Home League Matches;
- (e) the Season Ticket to which the Club Virtual Element relates expires or is terminated; or
- (f) Season 2020/21 ends

and in each case no refund or other compensation will be provided.

## **9. General**

- 9.1 Any notices sent by the Club will be sent to the email address you supply during the registration process. Any notices you send to us must be sent by email to [email address]. Notices will be deemed to have been delivered at the time and date of sending of the email, which time and date are specified in the email.
- 9.2 If the Club fails or delays to exercise or enforce any right we have under this contract, such failure or delay will not be deemed to be a waiver of that right nor will it prevent us from exercising or enforcing that right on a later occasion.
- 9.3 This agreement is between the Club and you. No-one else will have any rights to enforce its terms. You may not transfer your rights and obligations under this contract to anyone else.
- 9.4 The Club may transfer our rights and obligations under this agreement to another organisation. We will always let you know if this happens and will ensure that the transfer does not affect your rights under this contract.
- 9.5 These Ts&Cs and the contract in which they are comprised shall be governed by, and interpreted exclusively in accordance with, Scottish law. Each party irrevocably agrees that the Courts of Scotland shall have non-exclusive jurisdiction to hear and determine any suit, action, or proceedings and to settle any disputes which may arise out of or in connection with this contract and for such purposes irrevocably submits to the jurisdiction of the Courts of Scotland.

## **10. Complaints**

- 10.1 If you have any questions or complaints about the Club Virtual Element, please contact us at [support email address]
- 10.2 The Club will endeavour to respond to any complaint within 7 working days of receipt of such communication. If it is not possible to provide a full response to the issue raised within that time, an acknowledgement will be sent, and a reasoned reply will, if reasonably practicable, follow within 14 working days of receipt of the original communication.



- 10.3 The Club will attempt to resolve all justifiable complaints within 28 working days. If, however, this cannot be done, we will keep you updated on the progress of the complaint.

**Notes for Club Virtual Element (not part of published terms and conditions)**

*The paragraph numbers below correspond to the provisions of the Ts&Cs above.*

- 1.2 *Here insert hyperlink to relevant part of club website.*
- 1.3 *Consider if the virtual element will be given to all classes of Season Ticket. If numbers are an issue, then the Club Virtual Element may be reserved only for full price Season Tickets although consider media coverage implications and ensure no actionable discrimination.*
- 4.6 to 4.8 *These specifications must be checked with your streaming services provider and adjusted as necessary.*
- 10 *The complaints procedure must be carefully checked to ensure consistency with your existing arrangements.*

**I22A.4** The PPV Terms and Conditions (defined in PPV Terms and Conditions) which a Club must incorporate into the sale or other permitted supply of each and all Pay-Per-View Tickets (defined in PPV Terms and Conditions) are set out in Rule I22A.5, and which must be supplied by it to each and all persons who wish to secure the benefits of same for him or her and must be comprised in each contract for the acquisition of and for the use of a Pay-Per-View Ticket when such Club is playing in a Home League Match at its Home Ground during the Restricted Period (defined in PPV Terms and Conditions) in Season 2020/21.

**I22A.5** Each Pay-Per-View Ticket, shall be contracted to be supplied by a Club, subject to any modification of style and/or language agreed by the Club with the purchaser of such a Pay-Per-View Ticket, subject that the Home Club concerned must ensure: (i) that such modification must not affect the substance and/or meaning of the PPV Terms and Conditions for the acquisition of Season 2020/2021 Pay-Per-View Tickets as set out below; and (ii) that the PPV Terms and Conditions are comprised in each agreement between the relevant Club and the purchaser of each Pay-Per-View Ticket and between the relevant Club and PPV User (defined in PPV Terms and Conditions), permitting access, within the Territory, to audio visual coverage of a Live League Match by use of a Pay-Per-View Ticket via Club Digital Media (defined in PPV Terms and Conditions), in respect of a Live League Match in Season 2020/2021 during the Restricted Period (defined in PPV Terms and Conditions) at its Home Ground.

**“Club Home Match Pay-Per-View Ticket - Terms and Conditions**

**1. Definitions**

In these Terms and Conditions, 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

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

**PPV Terms and Conditions** means these terms and conditions;

**Pay-Per-View Ticket** means the right to view the Relevant Home League Match on a Live basis via the Club Digital Media in the Territory accordance with these Terms and Conditions

**PPV User** means a natural person who has been supplied by the Club with a Pay-Per-View Ticket for a Home League Match of the Club during Season 2020/2021 and who uses same to access Live broadcast coverage of one or more of the Club's Home League Matches during that Season through the Club Digital Media;

**Relevant Home League Match** means the Club's Home League Match in respect of which you have bought a Pay-Per-View Ticket always subject that a Pay-Per-View Ticket is not available and must not be sold or otherwise distributed for a Club's League Match where such Official Match is being broadcast live by Sky UK Limited under and in terms of its Commercial Contract with the Company;

**Restricted Period** means the period during the 2020/21 Season when the Club's Home League Matches 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;

**Territory** means the United Kingdom and the Republic of Ireland;

in these Terms and Conditions, capitalised words and phrases not herein defined but used herein, have the meanings given to them in the Rules, as from time to time amended, of The Scottish Professional Football League (<https://spfl.co.uk/pages/rules-and-regulations>).

## **2. Contract, Registration and Username/Password**

- 2.1 Pay-Per-View Tickets are issued subject to these Terms and Conditions 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.
- 2.2 To obtain a Pay-Per-View Ticket you must do so via the Club's Digital Media. On registration you will be required to enter a username and password. You must keep the password secure and not disclose it to any other Person.
- 2.3 Your right to use your Pay-Per-View Ticket 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 change your password. We are 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.
- 2.4 You confirm that:
  - (a) [you are at least 16/18 years old];
  - (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 you will cease to be entitled to use the Pay-Per-View Ticket;
  - (c) you will only use your Pay-Per-View Ticket to view audio visual material broadcast via Club Digital Media and will at all times comply with these Terms and Conditions; 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 either updating the details on the Club website or emailing [insert email address].

### **3. Use of the Pay-Per-View Ticket**

- 3.1 Details of how holders of Pay-Per-View Tickets will be able to view the Relevant Home League Match on a Live basis will be set out on the Club Website. [You will need to log in using your username and password/code.] **[Will the club issue a voucher code to purchasers to insert to view the match?]**
- 3.2 Every Pay-Per-View Ticket may be individually terminated in accordance with these Term and Conditions.
- 3.3 Pay-Per-View Ticket content includes video and audio footage, statistics, logos and other media and intellectual property related to the Club, the relevant Home League Match, 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 Scottish Professional Football League Limited. In particular, all audio-visual coverage of League Matches and all on screen graphics during such Matches, including all copyright therein, is the sole and exclusive property of The Scottish Professional Football League Limited. You will not own any of the content.
- 3.4 A Pay-Per-View Ticket is a content access service only. The Club is not responsible for any problems caused by your computer hardware, computer operating systems, internet connection or other software installed on your computer or other device.
- 3.5 In order to access and use the Pay-Per-View Ticket service, you will need to provide all necessary equipment including a computer and access to the internet and/or mobile service, 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 1.2mbps with latency not exceeding 100ms for SD video and 4mbps with latency not exceeding 50ms for HD video. Quality and accessibility of Live video streaming via mobile networks cannot be guaranteed.
- 3.6 For use of the Pay-Per-View Ticket your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section):
- (a) Processor: 2.33GHz or faster x86-compatible processor, or Intel® Atom™ 1.6GHz or faster processor for netbooks;
  - (b) Memory: 2GB (1GB for netbooks), 128MB of graphics memory.
  - (c) Operating Systems: Windows 8.1 or later, Mac 9+.
- 3.7 In order to access and use the Pay-Per-View Ticket service, your device needs to comply with the following minimum system requirements (this may be updated occasionally, for which see section changes and updates section). Minimum requirements: Browsers: latest versions of Microsoft Edge, Mozilla Firefox, Google Chrome and Safari; 512MB of RAM (1GB of RAM recommended for netbooks). Internet Explorer is not supported and cannot be used in line with our service. Mobiles & Tablets: Operating System: Android 6+, iOS 9+.

### **4. Obligations on holders of Pay-Per-View Tickets**

- 4.1 You must not (nor authorise or permit any other person to):
- (a) use your Pay-Per-View Ticket contrary to these Terms and Conditions, including use for any unlawful purpose contrary to any applicable laws and regulations;

- (b) use your Pay-Per-View Ticket other than for private and domestic purposes. Under no circumstances must your Pay-Per-View Ticket nor any match footage or other content be accessed, viewed, recorded or used for commercial or business purposes and you must not access, view or use your Pay-Per-View Ticket 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 to or otherwise displayed 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 this contract to another person or organisation, or share use of your Pay-Per-View Ticket or any content contained or accessed within it;
- (e) disclose your username and password[/code] to any other person and not store your username and password[/code] anywhere on a computer or mobile device in plain text;
- (f) use your Pay-Per-View Ticket 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) use your Pay-Per-View Ticket 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 the Pay-Per-View Ticket service) to be interrupted, damaged, rendered less efficient or impaired, nor try to gain unauthorised access to any of the systems through which Pay-Per-View Ticket is delivered;
- (h) use a VPN (Virtual Private Network) service or similar to mask or otherwise hide or modify your actual location for the purposes of viewing the Relevant Home League Match outside the Territory; and
- (i) distribute or publish any data or information in relation to the Relevant Home League Match [Note: insert similar wording from general ticket conditions]

## 5. Changes & Updates

- 5.1 We may change the Club Digital Media via which the Pay-Per-View Ticket is utilised and/or these Terms and Conditions without giving you 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;
  - (d) implement other minor changes which would not reasonably be likely to cause you a material detriment in your use of the Pay-Per-View Ticket or which we reasonably believe to be for the benefit of users.
- 5.2 We may update the underlying software relating to Pay-Per-View Tickets or require you to implement updates from time to time to use your Pay-Per-View Ticket. For example, as time goes on you may need to ensure your system remains compatible with technical requirements (see section 3).
- 5.3 If any change to these Terms and Conditions 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 or Terms.

## **6. Payment, Cancellation and Refunds**

- 6.1 You must pay the applicable fees for the Pay-Per-View Ticket. The fee is inclusive of VAT.
- 6.2 The Club does not accept any responsibility for payments which are not received by us or accepted by your bank or payment card provider, other than where directly due to our fault.
- 6.3 By submitting your order, you have opted to receive your Pay-Per-View Ticket benefits immediately and you will not therefore be entitled to cancel the contract or have any fourteen (14) day 'cooling off' period in law, nor receive a refund of the fee. This does not affect any other rights you may have at law.
- 6.4 All live video or audio technical issues must be emailed to [\[support email address\]](#) during the Relevant Home League Match. Refunds will only be offered if you have proved to use our troubleshooting advice and support. If you do not take the time to troubleshoot or ignore emails and only request a refund without trying to fix the issue with our support team no refund will be issued.

## **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 Pay-Per-View Ticket which:
- (a) is due to any use you make of the Pay-Per-View Ticket, 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 (see Section 3 above, including as may be later modified);
  - (d) is caused by viruses or other harmful data not caused by or attributable to an error or problem with Pay-Per-View Tickets 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 your Pay-Per-View Ticket;
  - (f) concerns loss or damage:
    - (i) which is not a foreseeable result of our breach of these Terms and Conditions (though we will be responsible for loss or damage which is foreseeable). Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time we enter this contract, both you and we knew it might happen; or
    - (ii) relating to any business, including (amongst other things) loss of profits, loss of business, loss of opportunity and/or business interruption. Pay-Per-View Tickets 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 Pay-Per-View Ticket 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. Termination**

8.1 The Club may terminate any Pay-Per-View Ticket (and the right for you to view any Relevant Home League Match via the Club Digital Media), at any time, if:

- (a) you do not make payment to us when it is due (or such payment has failed or been refused by your payment service provider);
- (b) we are unable to verify or authenticate any information you have provided to us, including your location in the Territory when using any Pay-Per-View Ticket, where we reasonably need to do so (or information you have provided is incomplete or may be incorrect) 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 make the Pay-Per-View Ticket available to you or where your location appears not to be aligned with any Pay-Per-View Ticket supplied to you and/or any Pay-Per-View Ticket supplied to you appears to be being used other than in the Territory;
- (c) by reason of changes in the regulatory context in which the relevant League Match will be played we are no longer permitted to deliver live content in the territory by Pay-Per-View;
- (d) we have reasonable grounds to believe you have and/or will committed/commit a material breach of this contract; and/or
- (e) we have reasonable grounds to believe you are or have been using a VPN or device or arrangement having like or similar effect, when using any Pay-Per-View Ticket,

and, in each case, no refund will be provided.

## **9. General**

9.1 Any notices sent by the Club will be sent to the email address you supply during the registration process. Any notices you send to us must be sent by email to [email address]. Notices will be deemed to have been delivered, subject to being correctly addressed, at the time and date of sending of the email, which time and date are specified in the email.

9.2 If the Club fails or delays to exercise or enforce any right we have under this contract, such failure or delay will not be deemed to be a waiver of that right nor will it prevent us from exercising or enforcing that same or similar right on a later occasion.

9.3 This agreement is between the Club and you. No-one else will have any rights to enforce its terms. You may not assign or transfer your rights and obligations under this contract to anyone else nor may you provide to anyone else any username and/or password required to access and use any Pay-Per-View Ticket.

9.4 The Club may transfer our rights and obligations under this agreement to another organisation. We will endeavour let you know if this happens and will take reasonable steps to ensure that the transfer does not affect your rights under this contract.

9.5 This contract shall be governed by, and interpreted exclusively in accordance with, Scottish law. Each party irrevocably agrees that the Courts of Scotland shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with this contract and for such purposes irrevocably submits to the jurisdiction of the Courts of Scotland.

## **10. Complaints**

10.1 If you have any questions or complaints about your Pay-Per-View Ticket, please contact us at [support email address].

- 10.2 The Club will endeavour to respond to any complaint within 7 working days of receipt of such communication. If it is not possible to provide a full response to the issue raised within that time, an acknowledgement will be sent, and we will use reasonable endeavours to send a detailed reply within 14 working days of receipt of the original communication.
- 10.3 The Club will attempt to resolve all justifiable complaints within 28 working days. If, however, this cannot be done, we will keep you updated on the progress of the complaint.
- 10.4 If you are having technical issues and require a refund please ensure that you have notified us of a problem to [support email address] with details of the problem, screenshots and information about the devices and browsers you are using."

**Notes for Pay-Per-View** (do not include in published terms and conditions)

*The paragraph numbers below correspond to the provisions of the Ts&Cs for the supply of Pay-Per-View Tickets above.*

- 2.4(a) *Club to determine and insert minimum age of subscriber. This should be no less than 16 but note that 18 is minimum age for credit card transactions.*
- 2.4(c) *Here insert hyperlink to relevant part of club website.*
- 3.1&4.1(e) *Will your Club use a username and password or purchase code system for the sale of Pay-Per-View Tickets, or some other system. In your Pay-Per-View Terms and Conditions the relevant system must be selected and identified.*
- 3.5 to 3.7 *These specifications **must** be checked with your streaming services provider and adjusted as necessary.  
There are a number of places where email addresses must be inserted plus Data Protection provisions to coincide with your other data collection and retention arrangements.*
- 10 *The draft complaints procedure must be carefully checked to ensure consistency with your existing arrangements.*

**I22A.6** Clubs may only begin to sell Pay-Per-View Tickets and provide Match coverage for Other Transmission by broadband and on mobile platforms when authorised in writing so to do by the Company and must utilise the Pay-Per-View Terms and Conditions set out in Rule I22A.5 above to comprise the contract between the relevant Club and the relevant individual purchaser and between each PPV User and the Club.

**I22A.7** Coverage of such League Matches as are broadcast live by broadcast partners of the Company and such additional League Matches as the Board may determine should be produced on a live basis for the Company, comprising audio-visual material and/or Signal, may be licensed to be supplied by or on behalf of the Company to the Clubs by such means as may from time to time be notified by the Company to Clubs. In the case of material produced by broadcast partners of the Company, such coverage will likely be in 'outside broadcast format' with audio commentary, and may include the on-screen graphics of the League, all of which comprises Company proprietary material. Where the production and transmission of such coverage is undertaken by contractors which are not broadcast partners of the Company, but are engaged by the Company, there is unlikely to be any audio match commentary nor is such coverage likely to be in 'outside broadcast format', but the material supplied may include League on-screen graphics. Under no circumstances may the audio-visual material and/or Signal supplied (all of which will comprise Match coverage, the intellectual property in which and in any on-screen graphics, belongs wholly and exclusively to the Company) to Clubs and/or to their respective streaming services providers,

be altered, adjusted, amended, re-broadcast, re-transmitted or sub-licensed, in any way except by Club Virtual Element or Pay-Per-View Ticket, nor may it be recorded, except by or on behalf of Clubs for their own internal use, all except with the prior written agreement of the Company. Nor may the Company's on-screen graphics, if supplied by or on behalf of the Company to a Club along with such Match coverage comprising audio-visual material and/or Signal, be deleted, altered, adjusted or obscured by or on behalf of a Club or by any of their respective streaming services providers.

**I22A.8** All sales or other supplies, by or on behalf of Members, of Club Virtual Elements and Pay-Per-View Tickets shall;

- (i) only be to individual subscribers/purchasers in the Territory;
- (ii) in the case of Pay-Per-View Tickets, be only for single League Match Pay-Per-View Tickets, i.e. no multi-match bundling, be at a price for each individual League Match as determined by the Club selling the ticket and not be 'free of charge'; and
- (iii) be only on a non-aggregated basis, i.e. that Clubs must not:
  - (a) work together with a broadcaster, pay TV operator or mobile operator, other than Sky, in the Territory, to exploit such rights;
  - (b) may not bundle such rights with any other offered broadcast products or services; and
  - (c) not offer or supply any other product or service along with or as part of the offering to purchasers of a Pay-Per-View Ticket and not be offered and/or supplied along with or as a component of any other product, service or offering whether by the Club concerned or by a third party.

**I22A.9** Where a Club shall be involved in the broadcasting and/or transmitting by means of Other Transmission in the British Isles of moving images of all or any part of League Match coverage, comprising audio-visual material and/or Signal pursuant to a Club Virtual Element and/or a Pay-Per-View Ticket, it shall procure:

- (i) including by use of legal proceedings, including, but not exclusively, against the owners and operators of Commercial Premises, where moving images of all or any part of League Match coverage, comprising audio-visual material and/or Signal pursuant to a Club Virtual Element and/or a Pay-Per-View Ticket are received and viewed in circumstances where same is not permitted by Terms and Conditions at Rule I22A.3 and/or the PPV Terms and Conditions at Rule I22A.5 respectively, at its own instance;
- (ii) the implement and enforcement of the Terms and Conditions at Rule I22A.3 and/or the PPV Terms and Conditions at Rule I22A.5 respectively;



- (iii) shall use its best endeavours to procure, except with the prior written agreement of the Company, that no re-broadcasting and/or re-transmission of such moving images and coverage, which is or would be prohibited by these Rules and/or the Terms and Conditions at Rule I22A.3 and/or the PPV Terms and Conditions at Rule I22A.5 respectively, shall take place by any means by or to any person or party within, to or which shall be capable of being received in, the British Isles; and
- (iv) that all live match footage accessible via any Other Transmission by or on its behalf, is encrypted and protected using industry standard geo-blocking and digital rights management software (of no less a standard than utilised by Sky in respect of its digital services containing live match footage) and that access to such Other Transmission is 'gated' behind a secure username/password, with concurrency limited to 1 device at any given time."

**2. Insert new Rule I22B:**

"Notwithstanding Rule I14, together with any other Rule which shall otherwise prevent or restrict Clubs from exploiting, by Other Transmission, live moving images of play in League Matches in which it is a participant and subject that each Club must comply with any restrictions comprised in a Commercial Contract, which relates to or concerns the matters to which this Rule I22B relates, Clubs are permitted, unless the Board directs otherwise, either generally or for specific League Matches, in respect of any League Match which is being Transmitted/ broadcast/Other Transmitted, live by a broadcast partner of the Company under and in terms of a Commercial Contract, to 're-tweet', on such Club's own 'Twitter account' only, in the British Isles only, and in no other place and on no other form of social media, broadcast platform, Other Transmission and on no other basis or place whatsoever, all before the expiry of any relevant holdback, any 'tweets' caused to be broadcast on the twitter account of and by such broadcast partner of the Company under and in terms of a Commercial Contract, notwithstanding that such 'tweet' so caused to be broadcast by such broadcast partner and 're-tweeted' by the relevant Club, may include or incorporate live audio-visual coverage showing moving images of play in such League Matches in which the relevant Club is a participant."

**("the Written Resolution").**