

## **Bath City Football Club Sponsors' Club 2023/2024**

### **Sponsorship Draw Terms and Conditions**

#### **General**

1. The promoter of the Sponsorship Draw is Bath City Football Club (company number 00176565) whose registered office is Twerton Park, Twerton, Bath, Avon, BA2 1DB.
2. Defined words in these Conditions shall have the same meaning as defined under the Membership Terms and Conditions.
3. These Sponsorship Draw Terms and Conditions are supplementary to the Membership Terms and Conditions. If there is any contradiction between any provision of these Sponsorship Draw Terms and Conditions and a provision of the Membership Terms and Conditions then the Membership Terms and Conditions shall have priority.
4. Entry into the Sponsorship Draw is not available to residents of Northern Ireland.

#### **Entry**

5. Entry is open only to Members of the Bath City Football Club Sponsors' Club for the Season and to no one else.
6. Entry into the Sponsorship Draw is free for Members.
7. Members who wish to enter the Sponsorship Draw must notify Bath City:
  - 7.1 in writing, to the above address, or by email to [carole.banwell@bathcityfootballclub.co.uk](mailto:carole.banwell@bathcityfootballclub.co.uk) to be received by Bath City on or before 5pm on Thursday 18 May 2023 (or such other time or date as Bath City may in its absolute discretion select); or
  - 7.2 by completing the Sponsors Club Membership Application Form

#### **Prizes**

8. Prizes for the Sponsorship Draw shall be as follows:
  - 1st – to be named as sponsor for home and away shirts and to have the Member's Company name on the front of the first team shirts; a full-page advertisement bearing the Member's Company name and logo in Bath City's matchday programme (Bath City men's first team matches only); to have two hoardings (one in the ground and one at the front of the grandstand) bearing the Member's Company Name and Logo; website promotion and PR;
  - 2nd – to be named as sponsor of the home and away shirts for the Season and to have the Member's Company name displayed on the back of the first team shirts; website promotion and PR;
  - 3rd - to be named as the sponsor of home and away shorts for the Season and to have the Member's Company name displayed on the back of the first team shorts; website promotion and PR;
10. If Bath City is unable to deliver any of the Prizes for whatever reason, Bath City may at its discretion substitute alternative prizes but makes no warranties or guarantees as to the location of or amenity of any prize provided as a substitute.
11. Prizes are personal and not transferable, not exchangeable and shall not be sold, assigned or transferred.
12. Notwithstanding the Sponsorship Draw Prizes, Bath City reserves the right to grant any other sponsorship rights for the 2023/2024 Season to any other persons.
13. All Prizes shall at all times be used in a manner consistent with the good name, goodwill, reputation and image of Bath City and are not to be used at any time to the detriment of the reputation of Bath City. All logos and advertisements proposed by the Member in connection with any of the Prizes shall be subject to the approval of Bath City at its absolute discretion.

14. Bath City reserves the right to use any photographs and audio and/or visual recordings of any Members for the purposes of publicity. Any personal data relating to Members will be processed and dealt with in accordance with applicable data protection legislation and will not be disclosed to third parties without the individual's prior consent, except as required by law.

15. Members consent to their details being used by Bath City for publicity and marketing purposes. If Members do not wish to receive any further communications from Bath City, they should confirm this by writing to Bath City at Twerton Park, Twerton, Bath, Avon, BA2 1DB.

16. Prize winners' consent to their details being used by Bath City for publicity and marketing purposes.

### **Draw Mechanics**

17. The Sponsorship Draw shall take place on Friday 19 May 2023 (or such other time or date as Bath City may in its absolute discretion select) at Twerton Park, Bath.

18. The winner's corporate logo must be finalised on or before the sponsorship draw closing date of 5pm on Thursday 18 May 2023 (or such other time or date as Bath City may in its absolute discretion select). You must ensure that the logo or other branding that you propose for use on the Bath City apparel is your own intellectual property. We will be able to exercise our discretion to refuse any logo or branding that we believe may breach a third party's intellectual property or may otherwise cause legal or regulation issues or embarrassment to Bath City. You will grant to us a non-exclusive free licence to use or display your logo or branding for as long as it is used on Bath City apparel.

19. Winners will be chosen at random by an independent adjudicator to be nominated by Bath City.

20. The adjudicator's decision is final and no correspondence will be entered into.

21. Winners will be notified in writing within 7 days of the Sponsorship Draw. A full list of winners may be obtained by writing to Bath City at the above address and enclosing a pre-paid addressed envelope.

22. Prizes will be available during the whole of the 2023/24 Season.

23. All references to shirts shorts and apparel refer to those of Bath City FC men's first team only.

## Bath City Football Club Sponsors' Club 2023/2024- Membership Terms and Conditions

1. Application for membership of the Bath City FC Sponsors' Club 2023/24 ("the Sponsors' Club") for the football season 2023/24 ("the Season") is accepted at the absolute discretion of the Board of Bath City Football Club Limited (company number 00176565) ("Bath City ") whose registered office is Twerton Park, Twerton, Bath, Avon, BA2 1DB. The decision of Bath City is final and no correspondence will be entered into.
2. There shall be two classes of membership of the Sponsors' Club; Gold and Silver. A Member shall be designated to belong to the class of membership for which he applies to be a member; is accepted in accordance with these Membership Terms and Conditions; and pays the appropriate fee as specified in clause 8 below.
3. Subject to these Membership Terms and Conditions, Bath City will provide the following (together the "Members Benefits") to each:
  - 3.1 Gold Member:
    - Each Gold Member's name and corporate logo will be listed in all matchday programmes for competitive home games (at a position chosen by Bath City in its absolute discretion) for the duration of the Season.
    - The opportunity to make **two entries** into the Sponsorship Draw.
    - Two season tickets for season 2023/2024 to be used for League games only.
  - 3.2 Silver Member:
    - Each Silver Member's name and corporate logo will be listed in all match day programs for competitive home games (at a position chosen by Bath City in its absolute discretion) for the duration of the Season.
    - The opportunity to make **one entry** into the Sponsorship Draw.
    - A season ticket for season 2023/2024 to be used for League games only.
4. Prizes for the Sponsorship Draw shall be as follows:
  - 1<sup>st</sup> – to be named as sponsor for home and away shirts and to have the Member's Company name on the **front** of the first team shirts;, and in any event subject to Bath City's discretion, which will be exercised reasonably; full page advertisement bearing the Member's Company name and logo in Bath City's matchday programme; to have two hoardings (one in the ground and one at the front of the grandstand) bearing the Member's Company Name and Logo; website promotion and PR;
  - 2<sup>nd</sup> – to be named as sponsor of the home and away shirts for the Season and to have the Member's Company name displayed on the **back** of the first team shirts; website promotion and PR;
  - 3<sup>rd</sup> - to be named as the sponsor of home and away shorts for the Season and to have the Member's Company name displayed on the **back** of the first team shorts; website promotion and PR;
5. Full details of the Sponsorship Draw are available on request from Bath City and all opportunities to enter the Sponsorship Draw must be taken up to or before 5pm on Thursday 18<sup>th</sup> May 2023 (or such other time or date as Bath City may in its absolute discretion select) by notifying Bath City in the manner set out in the Sponsorship Draw Terms and Conditions. By entering the Sponsorship Draw Members agree to be bound by the Sponsorship Draw Terms and Conditions.
6. Only one application for Membership may be made per person or entity. Additional applications will be rejected.
7. Applications must be made in the manner set out in the Sponsorship Draw Terms and Conditions and must be received by 5pm on Thursday 18<sup>th</sup> May 2023 (or such other time or date as Bath City may in its absolute discretion

select). Bath City reserves the right to reject any applications which are received after such date, for whatever reason and/or applications which are incomplete or illegal. Bath City takes no responsibility for applications which are delayed, incomplete or lost.

8. The prize draw will take place at Twerton Park on Friday 19<sup>h</sup> May 2023. Successful applicants will be notified by post or by email and such notification will include a request for payment of a membership subscription fee, the amount to be dependent upon the class of membership applied for, the fee for which shall be:

- Gold Membership £700 (plus VAT)
- Silver Membership £350 (plus VAT)

or such other amount as shall be notified to applicants ("the Fee").

9. The Fee is payable to Bath City and is non-refundable. Upon receipt of the Fee by Bath City in cleared funds the applicant will be admitted as a member of the Sponsors' Club ("Member") of the membership class applied for and accepted by Bath City. The corresponding Members Benefits will be available to Members upon admission. A VAT receipt will be issued to Members on request.

10. Payment must be made by debit card or cheque drawn on or by electronic transfer from a UK retail bank. Bath City reserves the right to refuse payments drawn on foreign banks and will not accept cash payments.

11. Notwithstanding the Sponsorship Draw Prizes specified in clause 4 above, Bath City reserves the right to grant any other sponsorship rights for the Season to any other persons.

12. Bath City reserves the right to use any photographs and audio and/or visual recordings of any Members for the purposes of publicity. Any personal data relating to Members will be processed and dealt with in accordance with applicable data protection legislation and will not be disclosed to third parties without the individual's prior consent, except as required by law.

13. By applying to become a member of the Sponsors' Club, Members consent to their details being used by Bath City for publicity and marketing purposes. If Members do not wish to receive any further communications from Bath City they should confirm this by writing to Bath City Football Club at Twerton Park, Twerton, Bath, Avon, BA2 1DB.

14. Bath City does not accept any responsibility for any damage, loss, injury, loss of opportunity or disappointment suffered by any Member whether as a result of membership, entering or failing to enter the Sponsorship Draw, or as a result of accepting or failure to accept or use any Members Benefit or any prize.

15. Membership will end on 31 May 2024. Any Members Benefits not used or claimed by a Member will no longer be available after this date.

16. No cash alternative will be offered or paid in respect of any Members Benefit not used or claimed by a Member within the requisite period.

17. If Bath City is unable to fulfil any of the Members Benefits for whatever reason, Bath City may at its discretion substitute alternative benefits but makes no warranties or guarantees as to the location of or amenity of any benefit provided as a substitute.

18. Each Member agrees:

- that it will pay the Fee;
- it will use all Members Benefits granted to it at all times in a manner consistent with the good name, goodwill, reputation and image of the Sponsors' Club and will not use or allow the Members Benefits to be used at any time to the detriment of the reputation of Bath City;
- that the Members Benefits are personal and not transferable, not exchangeable, shall not be sold, assigned or transferred and shall not be purchased or obtained from or through any person otherwise than directly from Bath City;

- that it shall neither use nor permit its membership to be used other than in a proper and lawful manner and will neither cause nor permit any disruption or any nuisance, annoyance or inconvenience to Bath City and shall at all times comply with and shall procure that its guests, employees, and other representatives comply with these Membership Terms and Conditions (as varied from time to time by Bath City), and such other rules and regulations as Bath City shall from time to time make for the control, order or regulation of the members of the Sponsors' Club, and all other applicable laws and regulations;
  - that it will comply with the rules and regulations in force from time to time governing visitors to Twerton Park.
19. Bath City shall have no liability for the acts or omissions of Members, their employees, agents, representatives or guests.
  20. If for any reason beyond the control of Bath City, any football matches (whether league, friendly or otherwise), training sessions or publicity events do not take place in whole or in part or as scheduled then Bath City shall have no liability to any Member and shall not be required or obliged to refund any Fee (or any part thereof) or any other consideration supplied.
  21. Bath City, its officers, employees, agents and representatives shall not be liable to any Member (whether for breach of contract, negligence or otherwise) for any:
    - (a) loss of anticipated savings or revenues; or
    - (b) loss of profits; or
    - (c) loss of contracts or business opportunities; or
    - (d) loss of goodwill or damage to reputation; or
    - (e) indirect loss, damage, cost, expense, claim or other liability whatsoever
 which arises out of or in connection with membership of the Sponsors' Club.
  22. The entire liability of Bath City to any Member shall not in any event exceed the Fee paid to Bath City by that Member.
  23. Nothing in these Membership Terms and Conditions shall be deemed to operate as a limitation or exclusion of liability in respect of death or personal injury caused by the negligence of either party or its employees, agents or subcontractors, or otherwise as prohibited by law.
  24. Each Member, for itself and all those for whom it is directly or indirectly responsible shall indemnify Bath City, its officers, employees, agents, representatives and sub-contractors and shall hold harmless from and against all costs and expenses of whatever nature, actions, proceedings, claims, demands and damage made against or caused against Bath City, its officers, employees, agents representatives and subcontractors arising from any breach of these Membership Terms and Conditions or from failure to abide by its obligations to Bath City or from any act or omissions on the part of the Member and/or those for whom it is responsible.
  25. If any Member fails to comply with its obligations or with these Membership Terms and Conditions, Bath City may give notice to the Member terminating its membership with immediate effect together with the Members Benefits, and shall not be required or obliged to refund any Fee (or any part thereof) or any other consideration supplied, and with no other obligation or liability to the Member in respect of such termination.
  26. Any notice under these Membership Terms and Conditions shall be in writing and shall be sent by first class post or hand delivered to the last known address of the relevant party. Any such notice shall be deemed to have been duly received: if dispatched by first class post, 48 hours from the time of posting; or if delivered by hand, at the time of actual delivery.
  27. No delay or failure in enforcing any provision of these Membership Terms and Conditions shall be deemed to operate as a waiver or create a precedent or in any way prejudice any rights under these Membership Terms and Conditions, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other

or further exercise of it or the exercise of any other right of remedy. The rights and remedies provided in these Membership Terms and Conditions are cumulative and are additional to any rights or remedies provided by law.

28. Any dispute arising in relation to membership of the Sponsors' Club or these Membership Terms and Conditions shall be determined by the Board of Bath City in its absolute discretion.
29. Nothing in these Membership Terms and Conditions shall be construed as creating an association, partnership, joint venture, or relationship of agency or employment between Bath City and any of the Members.
30. Bath City reserves the right to amend these Membership Terms and Conditions, if deemed necessary, due to circumstances outside of its reasonable control on giving notice through its website at [www.bathcityfc.com](http://www.bathcityfc.com)
31. If any provision in these Membership Terms and Conditions is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be treated as severable and all other provisions of the Membership Terms and Conditions not affected by such invalidity or unenforceability shall remain in full force and effect.
32. Unless expressly stated in these Membership Terms and Conditions nothing in these Membership Terms and Conditions shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
33. Membership of the Sponsors' Club and these Membership Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales. Any dispute arising under or in connection with these Membership Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales to which each party irrevocably submits.
34. Membership of the Sponsors' Club is not available to residents of Northern Ireland.
35. All references to shirts shorts and matchday programmes refer to those of Bath City FC men's first team only.