

MY BLUEBIRDS REWARDS

TERMS & CONDITIONS

1 Application of these terms and conditions

1.1 These terms and conditions apply to membership of the My Bluebirds Rewards Programme operated by Cardiff City Football Club.

1.2 These terms and conditions are in addition to:

1.2.1 The terms and conditions governing the use of Season Cards (which are applicable to Season Card holders only), including Cardiff City Football Club's ground regulations and any other conditions of entry to Cardiff City Stadium.

1.2.2 The terms and conditions governing the use of Season Cards Programme cards as a prepaid cash card (under the scheme operated by Fortress GB and Barclays).

1.3 In utilising the My Bluebirds Rewards Programme, Bluebird Members are deemed to have accepted and agreed to these Terms and Conditions.

2 Definitions and Interpretation

In these terms and conditions, the following words and phrases shall have the following meanings (unless stated otherwise):

2.1 "Cardiff City Football Club": Cardiff City Football Club Limited;

2.2 "My Bluebirds Rewards": the electronic card (and any replacement thereof) issued by Cardiff City Football Club to Cardiff City Football Club Members in respect of the Bluebirds Loyalty Programme.

2.3 "Bluebirds Members": those who obtain a Season Ticket;

2.4 "Junior Bluebirds Membership Programme": the programme run by Cardiff City Football Club referred to as the or *Junior Bluebirds Members Programme* which is aimed at Cardiff City junior fans;

2.5 "Cardiff City Stadium": Cardiff City Football Club's first team stadium, situated at Leckwith Rd, Cardiff CF11 8AZ

2.6 "Bluebird Loyalty Member": each person who is registered as an official member of the Bluebirds Loyalty Programme;

2.7 "Bluebirds Reward": each Bluebirds Member's membership of the My Bluebirds Rewards Programme; Cardiff City Football Club

2.8 "My Bluebirds Rewards Page": the page on the Website dedicated to the Bluebird Rewards Programme (currently at <https://portal.cardiffcityfc.co.uk/>)

2.9 "My Bluebird Rewards Programme": the loyalty programme run by Cardiff City Football Club referred to as *Bluebird Rewards* as covered by these terms and conditions;

2.10 "Programme End Date": 1st July 2022;

2.11 "Rewards": rewards which Bluebird Members may be entitled to receive (subject to availability and the Bluebird Member having sufficient Reward Points at the relevant time) by redeeming some or all of their accumulated Reward Points under the Bluebird Rewards Programme;

2.12 "Reward Points": points earned by Bluebird Members and awarded by Cardiff City Football Club in accordance with the Bluebirds Loyalty Programme which may be redeemed in exchange for Rewards;

2.13 "Season Card": the electronic card (and any replacement) issued by Cardiff City Football Club which amongst other things, admits the holder into Cardiff City Stadium at matches which that holder is entitled to attend as further described in the relevant terms and conditions;

2.14 "Season Card Holder": means a holder of a Season Card; and

2.15 "Website": Cardiff City Football Club's website at <https://www.cardiffcityfc.co.uk/>

Eligibility for and operation of the Pride Rewards Programme

3 Subject to condition 4 below, the My Bluebirds Loyalty is available to Season Card Holders and Club Members only.

4 Season Card Holders who have been issued a Season Card on a complimentary basis (which includes Disabled Companions) are ineligible to participate in the Bluebird Rewards Programme (unless they are participate as a Season Card Holder of a paid for Season Card.)

5 Bluebird Members who are eligible to participate in the Bluebirds Loyalty Programme are automatically enrolled but must activate their own account by visiting the My Bluebirds Account page.

6 Bluebird Rewards is not transferable and can only be used by the named Bluebird Member.

7 The Bluebirds Rewards will finish on the Programme End Date. On this date, all Reward Points which have been earned but not used will be cancelled and will not be capable of use.

8 Reward Points and Rewards

9 Details of how Bluebird Members can earn Reward Points and the Rewards are available on the My Bluebirds Account Page. These may be changed at any time.

10 There are limits on the number of Reward Points that can be earned and/or redeemed during any period of time. Details are available on the Bluebirds Account. These may be changed at any time.

11 Unless otherwise cancelled or withdrawn in accordance with these terms and conditions, Reward Points which are validly earned will be credited to the Bluebird Members' account until such time as the Bluebird Member wishes to redeem them against available Rewards.

12 Where Reward Points are used to bid in any auction for any Reward, those Reward Points will not be capable of being redeemed on other Rewards unless and until the relevant auction has closed and the Bluebird Member.

13 Where Reward Points are used to gain entry to any prize draw, competition or other similar Reward, those Reward Points will not be refunded to entrants who do not win that Reward.

14 Reward Points are not transferable and can only be used by the named Bluebird Member.

15 Reward Points earned through ticket purchases will only become eligible for use by the Bluebird Member once the match on for which the Reward Points has been played, whether or not they appear on the Bluebirds Rewards Member's account prior to this date. If this date occurs after the Programme End Date, the Reward Points will not be earned.

16 Reward Points earned through merchandise and other store purchases will only become eligible for use by the Bluebird Member following 30 days after the relevant purchase, whether or not they appear on the Bluebird Member's account prior to this date. If this date occurs after the Programme End Date, the Reward Points will not be earned.

17 Should the value of a product or service purchased by a Bluebird Member be refunded (e.g. due to a permitted return or cancellation by the Bluebird Member or other refund given), Reward Points for that purchase will not be awarded. In the event that:

17.1 Such Reward Points have already been awarded to the Bluebird Member's account, an equivalent number of Reward Points earned on that purchase will be deducted from the Bluebird Member's balance; and

17.2 Any of those Reward Points have been used by the Bluebird Member and there are insufficient number of Reward Points within the account to make a full deduction, Cardiff City Football Club reserves the right to make deductions from any future Reward Points awarded to that Bluebird Member until the relevant number of Reward Points have been accounted for.

18 Reward Points may only be redeemed on Rewards and may not be used for any other purpose. Reward Points have no equivalent or representative cash value. No cash alternative will be offered for any unused Reward Points which remain on a Bluebird Member's accounts or have been cancelled.

19 Reward Points and Rewards are not refundable, exchangeable, replaceable or transferable for cash or credit. Reward Points may not be assigned, transferred or pledged to any third party. Bluebird Members have no property rights or other legal interest in any Reward Points that may accumulate in their account.

20 Cardiff City Football Club is not liable, at any point, for any Reward Points which are fraudulently redeemed should an account be misused or in the event a Season Card / is lost/stolen and not reported to Cardiff City Football Club.

21 Cardiff City Football Club reserves the right to remove or cancel any Reward Points awarded if Cardiff City Football Club determines (or reasonably suspects) that the Reward Points were awarded in breach of these terms and conditions or in error.

22 Cardiff City Football Club reserves the right to limit any Reward offered by number and by time. The Bluebirds Member accepts that some or all Rewards may be limited by number and will be awarded to Bluebird Members on a first come, first served basis.

23 Cardiff City Football Club reserves the right to cancel any inactive points sitting in accounts if the Bluebird Account has been dormant for a period of 12 months or more.

23.1 Cardiff City Football Club will contact the Bluebird Member through the contact details supplied with registering to the Bluebirds Loyalty Programme to let you know that your Account is at risk of being re-classified as a Dormant Account and that your Points balance may be cancelled as a result. If a reply is received confirming that the Bluebirds Account is still active, Cardiff City Football Club will continue to maintain the Bluebirds Account.

24 No refund or cash alternative will be offered for any Reward received (including entries to any prize draw, competition or other such similar Reward).

25 All Reward Points which have been earned but not used as at the Programme End Date will be cancelled and will not be capable of use.

Changes to the My Bluebirds Rewards Programme and these terms and conditions

26 Cardiff City Football Club reserves the right to change or amend these terms and conditions at any time on giving the Bluebird Members 7 days' prior written notice using the contact details supplied by each Bluebird Member.

27 Cardiff City Football Club reserves the right to change or amend, at any time (by giving details on the Bluebird Rewards Page):

27.1 The Bluebird Rewards Programme (including, but not limited to, its name and branding);

27.2 The Rewards available within the Bluebird Rewards Programme;

27.3 How Rewards may be redeemed;

27.4 The number of points required to redeem any Reward;

27.5 The limitations (including time and numerical limits) on the availability of any Reward or the ability to redeem Reward Points;

27.6 How Reward Points are earned;

27.7 The limits on the number of Reward Points that can be earned during any period of time;

27.8 The number of Reward Points that are earned in relation to any action or purchase; and

27.9 The maximum number of Reward Points that may be earned or redeemed in any period.

28 Cardiff City Football Club reserves the right, at its sole discretion to transfer Bluebird Members to such additional or replacement loyalty programmes without prior notice provided always that the Bluebird Member shall be entitled to the same or substantially similar benefits under the new loyalty programme as the Bluebird Member was under the Bluebird Rewards Programme.

29 The advice or actions of Cardiff City Football Club's staff will not have the effect of changing these terms and conditions.

Termination and Cancellation

30 Unless terminated early in accordance with these terms and conditions, the Bluebirds Rewards Programme will automatically terminate on the Programme End Date.

31 In the event that a Bluebird Member is a Season Card Holder and they do not renew their Season Card at the end of any season occurring before the Programme End Date, their Bluebirds Membership will automatically terminate on 31st July following expiry of the Season Card.

32 Bluebird Rewards Members can terminate their My Bluebirds Rewards Membership at any time by emailing rewards@cardiffcityfc.co.uk.

33 Cardiff City Football Club can terminate a Bluebird Member's participation in the Bluebirds Loyalty Programme immediately on written notice if:

33.1 The Bluebird Member breaches these terms and conditions;

33.2 The Bluebird Member's Season Card is suspended or withdrawn pursuant to any of the associated terms, conditions or regulations referred to in condition 1 above;

33.3 The Bluebird Member acts or is reasonably suspected of acting in any manner which is inconsistent with or violates these terms and conditions or any element of the Bluebird Loyalty Programme;

33.4 The Bluebird Member acts, in Cardiff City Football Club's reasonable opinion, in a manner inconsistent with the applicable laws, statutes or ordinances or if there are reasonable grounds for suspecting fraud, theft, or dishonesty in connection with the Bluebirds Programme;

33.5 The Bluebird Member is convicted (or Cardiff City Football Club reasonably suspects the Bluebird Member is guilty) of a sports-related criminal offence;

33.6 If the Bluebird Member is banned from Cardiff City Stadium or any other sporting venue anywhere in the world;

33.7 Cardiff City Football Club reasonably believes an unauthorised person is accessing the Bluebirds Programme using a Bluebirds Member's account;

33.8 Cardiff City Football Club reasonably believes providing with Reward Points will cause Cardiff City Football Club to break a law, regulation or code; or

33.9 Cardiff City Football Club reasonably believes it is necessary to do so for operational reasons.

34 Cardiff City Football Club can suspend a Bluebird Member's participation in the Bluebirds Loyalty Programme (including, but not limited to access to the Bluebirds Page and the ability to earn and redeem Reward Points) immediately on written notice if Cardiff City Football Club reasonably suspect that any of the matters set out in condition 32 above has occurred for such period as Cardiff City Football Club may reasonably require to carry out an investigation.

35 Cardiff City Football Club may terminate or suspend the Bluebirds Programme early by giving the Bluebird Member 30 days' notice at any time (which may be by email).

36 On termination or cancellation of any Bluebird Membership for any reason (whether automatically, by Cardiff City Football Club or the Bluebird Member), all unused Reward Points connected to that Bluebird Member's account will be cancelled and not capable of use. Where the Bluebird Member has used any of their Reward Points to earn a Reward which the Bluebird Member has not already received, any such Rewards shall be withdrawn and shall not be received by the Bluebird Member (this includes any 'bids' placed by the Bluebird Member in any auction for a Reward and entry to any prize draw, competition or similar Reward).

37 Where unused Reward Points are cancelled, removed or withdrawn (whether as a result of termination or cancellation of any Bluebirds Membership, or otherwise), no refund, cash alternative or other replacement will be given to the Bluebird Member.

38 In the event that a Bluebird Membership is terminated or cancelled, Cardiff City Football Club reserves the right to exclude the relevant Bluebird Member from applying (or re-applying) for the Bluebirds Programme and any future loyalty (or similar) programmes maintained or organised by Cardiff City Football Club and/or to disqualify the relevant Bluebird Member from applying for any match ticket at its discretion and to notify FIFA, UEFA, The Football Association, The Premier League Limited and The Football League (EFL), and/or any other clubs of such exclusion and/or disqualification (and the reason(s) for such exclusion and/or disqualification).

Liability

39 Nothing in this agreement shall limit or exclude Cardiff City Football Club's liability for:

39.1 Death or personal injury caused by its negligence;

39.2 Fraud or fraudulent misrepresentation; or

39.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

40 Subject to condition 0, Cardiff City Football Club will not be liable to any Member for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with:

40.1 Any failure or delay by Cardiff City Football Club in carrying out any of its obligations under these terms and conditions which is caused by circumstances outside of Cardiff City Football Club's reasonable control;

40.2 The Bluebird Rewards Programme and the Reward Points;

40.3 Any information provided to Cardiff City Football Club by a third party;

40.4 The Bluebird Rewards Page, including its availability and use of or reliance on any content displayed on the Bluebird Rewards Page; and

40.5 Any act or omission of a third party providing the Bluebird Rewards save to the extent that such loss or damage is foreseeable by Cardiff City Football Club and the Bluebird Member at the date these terms and conditions became binding and arises directly as a consequence of Cardiff City Football Club's breach.

41 Subject to condition 38 above, Cardiff City Football Club shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

42 Subject to condition 38 above, Cardiff City Football Club 's total liability to each Bluebird Rewards Member in respect of any loss or damage a Bluebird Member suffers as a result of a breach of these terms and conditions by Cardiff City Football Club is to credit any Reward Points to the Bluebird Member's account which have been wrongly deducted or should have been credited but were not.

43 Subject to condition 38 above, Cardiff City Football Club assumes no responsibility for the services provided by any third party in connection with the Reward Points or the Rewards, including but not limited to the delivery, standard, quality or otherwise of any Reward Points or Rewards provided by third parties or the failure of such a third party to honour the redemption of the Reward Points or make a specific Reward available. Any issues relating to the purchase, delivery and return of Reward Points Rewards should be addressed to the third party.

44 Subject to condition 38 above, Cardiff City Football Club gives no guarantee that any particular Reward will be made available or will remain available. Cardiff City Football Club reserves the right to withdraw or change any Reward and / or amend the number of Reward Points required to claim any Reward at any time.

45 No credit will be issued for any Points or Rewards not redeemed. Points and Rewards may not be purchased with cash, credit card, or cash.

46 Subject to condition 38 above, Cardiff City Football Club will not be liable for lost or stolen Rewards or Reward Points.