

# SHELBOURNE FC SUPPORTERS CLUB COMPETITION and ANNUAL PREMIUM SEASON TICKET SCHEME

The relaunched Shelbourne Supporters Club ("the Supporters Club") and the new annual Premium Season Ticket Scheme each offer much more than a club membership and buying a standard season ticket.

For less than €1 a day the Premium Season Ticket ("PST") includes:

A 15% discount on all items in the Tolka Park Club Shop

Access to all Shelbourne FC Mens and Womens National League team League of Ireland home games each season

Your supporting Shelbourne FCs social programmes.

And Supporters Club membership includes exclusive entry into our unique monthly draw (x10 pa) consisting of the 10 incredible monthly prizes overleaf along with runners up prizes.

Standard season ticket holders can upgrade also.

PST Scheme Prices:

Adult:	€360 or 12 x €30
Senior Citizen:	€280
Students (over 18):	€295

Please see overleaf for full list of amazing Supporters Club Draw prizes.

# Shelbourne Supporters Club Draw

### **Draw Prizes**

### February

Two Champions League final tickets with flights and five star hotel

### March

Weekend for two in Ashford Castle, Co Mayo

## April

Autograph and message of your choice (within reason!) from Harry Kane on a Spurs jersey

### May

Weekend for two in 5 Star hotel in Cannes including lunch with Louis Saha

### June

Friendly match for your team at Tolka park against Shels Legends Team

### July

Drive an Aston Martin DB9 for a day!

### August

Two tickets to Chelsea Premier League match with dinner for two at Smith & Wolenskys, London

### September

Live tour of Eir Sports TV studios

### October

Two tickets to all of Irelands home Nations League and World Cup games for 2020 on Premium Level

### November

Weekend for two in five star hotel in Paris, including flights

Plus a fantastic runners up prize each month!

(tick if desired). I/we agree to join and participate in the Premium Season Ticket Scheme and confirm that i have read and accept the terms and conditions of such Scheme on the next page. I/we understand I/we may cancel my/ our recurring annual charge by giving written notice in accordance with the above mentioned terms and conditions. (tick if desired). I/we apply to join the Supporters Club and and confirm that I have read and accept the rules of the Supporters Club and the terms and conditions of the Competition overleaf.

Signed:

# SHELBOURNE FC LIMITED PREMIUM SEASON TICKET SCHEME TERMS AND CONDITIONS

1. The following are the terms and conditions to which each member (each a "Member") of the Shelbourne FC Premium Season Ticket for the Mens and Womens National League Teams Scheme ("the Scheme") agrees.

### Eligibility

2.1 Only Members of the Scheme may participate.

### Season Ticket and Price

3.1 By agreeing to be a member of the Scheme each Member agrees for the duration of his, her or its Membership to purchase and own a Shelbourne FC season ticket on and subject to (1) the terms and conditions hereof and (2) the terms and conditions attaching to the season ticket in the relevant year.

3.2 As at November, 2018, the price for a season ticket under the Scheme is €360 per annum. This may be increased from time to time by notice in writing to Members. The price for a current years season ticket will reduce by 10% per full month of the season which has expired if purchased during the playing season. So, for example, if a season ticket will be €288 (€360 less €72 (ie €36 for each of February and March)).

### **Duration and Termination of Membership**

4.1 Membership will run for an initial period from the date of application to the next following 30 November after the date of such application ("the initial period") and will continue then indefinitely until the Member gives the Club one full calendar months' notice in writing, unless the Member ends his her or its membership at the end of the initial period.

4.2 If a Member wishes to end his, her or its Membership from the end of the initial period, the Member can give the Club one calendar month's notice as long as the Club receives the notice any time up to and including the first day of the final calendar month of the initial period. If a Member gives the Club notice but the Club does not receive it by the first day of the final calendar month, the relevant membership will not end at the end of the initial period. Instead, the Club will treat the notice as if it was received on the first day of the following month and the membership will not end until one month after that date.

4.3 The Club calculates memberships and payments in whole calendar months. This means that the following applies. Anywhere in these rules where notice of one calendar month or more is required, if notice is given during a month, the Club will treat it as if the Club received it on the first day of the following month and the notice period will run from that day. For example, if a Member wishes to give the Club one month's notice to end his, her or its membership and the Club receives the notice on 23 May, the notice will start from 1 June, it will run out on 30 June, the membership will end on 30 June and the Member will be obliged to pay for membership for one more month after giving notice.

4.4 If a Member terminates his, her or its Membership after the initial period but before the end of the then current playing season ("the

season") such season ticket will remain valid until the end of such season and such Member will not be entitled to any reimbursement for any portion thereof for that season and will be obliged to pay for any part thereof which is unpaid in the same manner as if he, she or it had not ceased to be member of the Club until the end of such season.

4.5 Notice terminating membership must be in writing and addressed to the Chairman, Shelbourne Supporters Club, Tolka Park, Richmond Road, Dublin 3 or to such other address as the Club may specify from time to time.

4.6 Notice is not effective until the Club has received it.

4.8 The Committee or Chairman may terminate a membership of the Club by giving notice in writing to such Member without assigning a reason therefor.

### Communications

5. The Club will use reasonable efforts to maintain adequate communication through email with participants but will not be liable in the event of unreceived, mis-addressed or misdirected emails or other communications.

### Amendment of Terms

6. The Club reserves the right to change these Terms and Conditions and Members should check these Terms and Conditions regularly for any changes.

### Waiver

7. The failure of the Club to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. These Terms and Conditions represent the entire understanding and agreement between Members and the Club relating to the Scheme and supersede any and all prior statements, understandings or agreements whether oral or written.

#### Data Privacy Statement

11. The Club respects and protects the privacy of the individuals who become Members. For full details of the type of information the Club collects, how the Club uses it and under what circumstances it discloses information, please read the Clubs data privacy statement which is available on request and is hereby incorporated into and forms part of these Terms and Conditions.

#### Governing Law

12. The Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland, and Members hereby agree for the benefit of the Club, and without prejudice to the right of the Club to take proceedings in relation to the Terms and Conditions before any other court of competent jurisdiction, that the courts of Ireland shall have jurisdiction to hear and determine any action or proceedings that may arise out of or in connection with the Terms and Conditions, and for such purposes each Member irrevocably submits to the exclusive jurisdiction of such courts.

### Shelbourne Supporters Club **Constitution and Rules**

#### 1. Name, Objective and Purpose

1.1 The name of the club is the Shelbourne Supporters Club ("the Club").

12 The objective of the Club is to help and support Shelbourne FC ('Shels') in its endeavours to provide and sustain first class football. The Club is formed to maintain a social club for people who have an interest in association football.

1.3 The Club will; - support the interests of Shels; and

do all such things within the law that the Club may deem necessary or desirable to promote the interests of Shels and its supporters.

#### 2. Club Membership

2.1 The Club will have two classes of member, namely (1) members who have voting rights (each an "A Member") and (2) members who have no voting rights (each a "Member").

2.2 Shels is hereby admitted as an A Member and no other A Member may be admitted without Shels prior written agreement.

2.3 An A Member may not be removed as a member of the Club and the A Members have the right by giving notice to the Club to appoint and remove each member of the Committee and to require that the Club admits or removes any Member from membership of the Club.

2.4 Members may be admitted or removed from membership in accordance with these rules.

2.5 Membership of the Club will be open to all persons and companies who have a desire to join the Club. Every candidate for Membership will complete a Membership application form and pay any Membership fee set by the Committee from time to time. There is currently no membership fee. The Committee reserves the right to refuse any application for Membership without assigning any reason therefor. Members may be issued with Club membership cards. Membership cards remain the property of the Club.

2.6 Membership will begin on the day on which the Committee decides to admit such applicant to Men

2.7 A Member may not be removed from Membership if and so long as he, she or it is a member of the Committee, the owner of a current season ticket of any kind or a current employee of Shels.

2.8 If a Member wishes to end his, her or its Membership, the Member can give the Club one calendar month's notice Notice terminating membership must be in writing and addressed to the Chairman, Shelbourne Supporters Club, Tolka Park, Richmond Road, Dublin 3 or to such other addre as the Club may specify from time to time. Notice is not effective until the Club has received it.

2.9 The Committee or the A Member(s) may terminate a Membership of the Club by notice in writing to such Member without assigning a reason therefor.

#### 3 Go

3.1 The Club will be governed by a Committee ("the Committee"). The members of the Committee will be Members appointed by the A Member(s). Any Committee member may be removed by the the A Member(s) by notice in writing without assigning any reason therefor.

3.2 The Committee shall consist of no fewer than two p The maximum number of Committee members is five.

3.3 In eCommittee roles is ted below may be filled by the Chairperson or the Committee or left vacant. All roles are of a three year duration, but individuals may be re-elected to the role by notice in writing from the Chairperson or by the Committee. These roles are subject to change depending or need as deemed by the Chairperson or the Committee.

- Chairperson - Vice Chairperson - Secretary - Treasurer - Committee Member

3.4 The roles of the Committee positions are as follows

#### Chairpersor

The responsibilities of the Chairperson are to:

Chair meeting

- ensure that the Club runs in an acceptable manner

- plan meetings and develop the agenda in conjunction with the Secretary

ensure meetings and operations are conducted accord to the constitution and that matters are dealt with in an orderly, efficient manner

- provide leadership and ensure the effective operation of the Club

agreed initiatives

- sign and certify the annual income and expenditur statement for the Club.

Vice Chairperson

The main role of the vice chairperson is to preside over meetings when the Chairperson is absent. The responsibilities of the Vice Chairperson are to:

#### Secretary

- take and distribute minutes

- uphold the legal requirements of gove constitutions and applicable laws

and third parties

The role of the Treasurer is to maintain an overview of the Club financial status and to ensure that proper financial records are maintained

#### Committee Membe

The role of a Committee Member is to assist the Committee on all matters where required, to attend meetings and to help organise any events that the Club decides to undertake.

3.5 Any casual vacancy occurring in the Committee may be filled by co-option. The decision to co-opt the person may be made by the Chairman and otherwise requires a majority vote of the Committee members present at the Committee meeting where the co-option is up for discussion. A meeting where new (committee members is to be ac ented requires) meening where the co-option is up for discussion. A meeting where a new Committee member is to be co-opted requires the majority of the Committee to be present. No votes will be accepted by proxy at meetings where a new member is to be co-opted. Any person co-opted shall retain his office for the remainder of the term of his or her predecessor, subject to the Chairmanship right of removal, but shall be eligible for re-election.

3.6 The Committee may appoint Sub-Committees, as required. The Committee shall define the duties of any such Sub-Committees. The Committee shall have powe nominate the Chairperson of such Sub-Committees.

3.7 The Committee will meet on such dates and times as it or the Chairman shall determine. Notice must be given to the Chairperson or Secretary if a committee member cannot make a particular meeting.

3.9 The secretary shall give reasonable notice of a time and venue of a committee meeting and efforts will be made to accommodate all committee members.

3.10 In the event of the Chairperson and vice-chairperso being absent from a meeting, the Committee members present shall elect a chair for the meeting from among themselves.

3.11 The secretary will record minutes of all meetings

3.12 When a quorum is present, all decisions of the committee at a committee meeting must be agreed in a vote by a majority of those committee members present a by who have voted by proxy. Where a decision is split the deciding vote is with the Chairperson of the meeting.

#### 4. Shels Competition

4.1 Shels operates the Competition exclusively for participation by Members. The Club has no responsibility f or in relation to the Competition and Members agree that the Club has no responsibility or liability whatsoever for or in concetion with participation, receipt or use of prizes or otherwise in connection with or relating to the Competition and hereby waive all and any such responsibilities and/or liabilities if and insofar as any exist.

4.2 By participating in the Competition a Member agrees to be bound by the terms and conditions of the Competition.

4.3 Shels may cease to operate the Competition at any time by giving written notice to the Club without further obligation or liability to the Club or any Member.

4.4 Participation in the Competition is free of charge for Members. Shels reserves the right to introduce a charge for participation in the future by notice in writing to Members.

#### 5. The Constitution and Winding Up

5.1 Amendments to this Constitution shall only be made by notice in writing by and from the A Member(s) to the Committee.

5.2 The winding up of the Club can only take place by a resolution in writing of the A Member(s).

#### 6. General Meetings

6.1 An Annual General Meeting of the A Members may at the discretion of the Committee be held every calendar year to transact the following business:

- to receive and if approved, adopt an annual report of the Club's activities of the previous year;

- to receive and if approved, adopt the income and expenditure accounts and the balance of the Club;

- to deal with any other matter which the Committee may desire.

If no such meeting is convened by the Committee, the above business may be conducted at a meeting of the Committee.

6.2 An Extraordinary General Meeting of A Members may be called by the Committee to decide matters of importance if the Committee determines to do so.

6.3 Notices of any General Meeting of A Members will be sent to A Members at least 21 days prior to the meeting in the case of an AGM and 7 days prior to an EGM.

6.4 Votes will be decided on a show of hands unless a poll is requested by 10 or more A Members who have full voting rights.

6.5 In the event of a tie, the chairperson has the casting vote at Committee and general meetings.

kept for the Club and may have a bank account. All all monies received by the Club shall be paid into a Club Account, save where such monies are donated or due to Shelbourne FC in which case they may be paid directly thereto.

6.7 The income and expenditure statement of the Club shall be prepared annually.

6.8 Any money or property of, or any gain arising from the carrying on of activities of, the Club shall be applied in accordance with the decisions of the Committee.

6.9 In the event of the winding up of the Club, all its assemonies and other securities shall be disposed of as the members deem to be beneficial to Shels.

### Shelbourne FC Limited Competition Terms and Conditions

The following are the terms and conditions to which each member (each a "Member") of the Shelbourne Supporters Club who participates in the Shelbourne FC Limited (the "Club") Competition (the "Competition") agrees.

#### Eligibility, Age and Residence

2.1 The Competition is a private competition. Only Members of the Shelbourne Supporters Club may participate in the Competition.

22 The Member, if a natural person, must be 18 years old or older at the date on which s/he enters the Competition. The Club reserves the right to request proof of age. In the case of travel, a winner's guest must also be 18 years or older at the date of outward travel.

#### Transferability and Cash Alternative

company or partnership may make the prize available to its employee if that employee and his/her guest are 18 years old or older at the relevant dates stated above. There is no cash alternative to non cash prizes either in whole or in part.

#### Entry

4. Participation in the Competition is free of charge for Members. To participate in the Competition in a relevant month, a Member must have applied for and be admitted to Membership on or prior to the last day of the relevant month. If a Member joins the Shelbourne Supporters Club after the cord of a most have have it may net participate in the the end of a month he, she or Competition for that month.

#### Acceptance of these Terms and Conditions

5. By completing the form overleaf and/or submitting an answer to the relevant monthly Competition a Member agrees to be bound by these terms and conditions, in order to receive the relevant prize the winner (and where relevant The person traveling or attention gas a guest of the winner may be required to sign an acceptance of these terms and conditions, a waiver of liability and release in favour of the Club and/or the Shelbourne Supporters Club and their respective employees and agents and such other documer and instruments as the Club may require.

#### Dates of Travel and Availability

6. In the case of travel, the Competition winner and guest must be available on the dates specified by the Club. If not, no alternative dates or prizes will be offered. All elements thereof are subject to advanced booking, availability and such terms and conditions as are specified by the provider of the fields are atteen used or science. flight or other goods or services

#### Flights, Hotels and Passports

7. Flights are economy class with no extras including pre booked seats. Hotels are subject to availability and are chosen by the Club. Standard hotel accommodation at the relevant star rating will be provided.

### 8. The winner and guest must hold valid passports and visas where relevant.

9. Travel or other insurance is not provided with any prize. The winner and guest must obtain suitable insurance and may be required to disclose evidence thereof to the Club, save that in the case of a prize which involves or comprises use of a car the winner must (a) have no driving offenses or convictions (including without limitation dangerous or careless driving or drink driving offenses but excluding fixee penalty notices) (b) must ensure that full comprehensive insurance cover is in place. The Club will reimburse up to £200 of the cost of such insurance cover. In the case of any orize which involves use of a car, the winner is the only EQU of the cost of such insufance cover. In the case of any prize which involves use of a car, the winner is the only person permitted to drive. The Club and the car owner (a) require prior written proof of such insurance cover and (b) must be satisfied in their sole discretion with the terms and conditions of such insurance.

#### Other Costs

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Communications

Other Conditions

How to Win

Indemnity

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Data Privacy Statement

Governing Law

10. The winner and guest are solely responsible for all other charges incurred including phone charges, meals, room service, transfers, spa treatments etc. Any upgrades will be at the winners expense. Failure to attend for any reason will not entitle the winner and guest to any alternative and the prize will be deemed forfeit.

11. The Club will have no liability or responsibility whatsoever for failure to perform any of its obligations whether on time or at all if the performance thereof is beyond the reasonable control of the Club, including if any prize or part therof becomes unavailable for any reason. The Club reserves the right to substitute any prize with a prize of equal or greater value or a cash alternative. Without limiting the foregoing, attendance at lunch of Mr Louis Saha, signing of jersey by Mr Marri, Meisen betch benchmer, most hicker and/or any.

Alternance at function of the Dous Sarta, signing or jersey by Mr Harry Kane, hotel bookings, match tickets and/or any other event, ticket, booking or act by any other person specified is subject to the availability of such person, bookin ticket, event or other thing on the relevant date or within the relevant period. Any autograph or customized message included in or as part of a prize may not include lewd, offensive or inappropriate words, phrases or messages.

12. The Clubs decision in relation to selection of the winner and any other matter regarding the Competition is final and no correspondence will be entered into.

13. The Club will use reasonable efforts to maintain adeque communication through email with participants but will not be liable in the event of unreceived, mis-addressed or misdirected emails or other communications.

Further eligibility or other terms and conditions may be included in individual monthly Competition terms and conditions.

15. The winner will be chosen randomly by a represent of the Club soon after the last day of the month of the relevant monthly Competition.

16. The winner agrees to defend, indemnify and hold the Club, the Shelbourne Supporters Club and their respective officers, directors, employees, agents, licensors, subsidiaries affiliates and any of our third party information service provided as a prize harmless against any and all demands, losses, expenses, damages and costs, including legal costs, and claims made by or liabilities to any third party resulting from any activities conducted by the winner during or in connection with the enjoyment of tue relevant prize.

17. The Club reserves the right to change these Terms and Conditions and Members should check these Terms and Conditions regularly for any changes.

18. The failure of the Club to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid the narties pneyethabless arree that the rount.

and Conditions is found by a court of competent jurisdictio to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. These Terms and Conditions (incorporating the rules of the Shelbourne Supporters Club) represent the entire understanding and agreement between Members and the Club relating to the Competition, and supersede any and all prior statements, understandings or agreements whether oral or written.

19. The Club respects and protects the privacy of the individuals who become Members. For full details of the type of information the Club collects, how the Club uses it and under what circumstances it discloses information, please read the Clubs data privacy statement which is available on request and is hereby incorporated into and forms part of these Terms and Conditions.

20. The Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland, and Members hereby agree for the benefit of the Club, and without prejudice to the right of the Club to take proceedings in relation to the Terms and Conditions before any other court of competent jurisdiction, that the courts of Ireland shall have jurisdiction to hear and determine any action or proceedings that may arise out of or in connection with the Terms and Conditions, and for such purposes each Member irrevocably submits to the exclusive jurisdiction of such courts.

tion of Competition and Nature of Prizes 21. The Competition operates February to November only.

22. Prizes are chosen each year at the discretion of Shelbourne FC Limited and no assurance is given as to the nature or value of prizes in future years.

23. The Club gives no assurance that the Competition will be repeated in future years and may cease to operate it at any time by notice in writing to the Shelbourne Supporters Club.

#### Force Majeure and Exclusion