

**Rugby Community Priority Sale – participating organisation terms and conditions
("Priority Sale Terms and Conditions")**

Objective and Nomination of Individuals

1. The objective of the rugby community priority sale (the "Priority Sale") is to reward Loyal Supporters (as defined in paragraph 2) of rugby union with the right to apply to England Rugby 2015 Limited ("ER 2015") to purchase tickets for Rugby World Cup 2015 matches ("Tickets") in advance of the public sale in September 2014.
2. By activating a Priority Sale account on this website (an "Account") and subject to strictly complying with these Priority Sale Terms and Conditions, your organisation as an entity registered with and/or affiliated to the Rugby Football Union ("your Organisation") shall be entitled to nominate Loyal Supporters to have the right to apply to ER 2015 to purchase Tickets as part of the Priority Sale ("Nominated Individuals"). A "Loyal Supporter" is:
 - a. in the case of a rugby club which operates a season ticket scheme, an individual who is a registered member and/or season ticket holder of your Organisation and has been since 1 September 2013;
 - b. in the case of a rugby club which does not operate a season ticket scheme, an individual who is a member of that rugby club and has been since 1 September 2013;
 - c. in the case of a Constituent Body or National Rugby Body (as defined in the RFU Regulations), a member of your Organisation, or a member of that member, who has been such a member since 1 September 2013; or
 - d. in the case of a school, college, or other educational establishment which is an existing member of the RFU ticketing programme, an employee or attendee of that establishment.
3. Details of the Tickets available to be applied for by Nominated Individuals can be accessed via your Account.
4. The selection of Nominated Individuals by your Organisation must be made in a fair and transparent manner and in accordance with the objective of the Priority Sale referred to in paragraph 1 of these Priority Sale Terms and Conditions. Nominated Individuals must be:
 - a. Loyal Supporters;
 - b. 16 years old or above; and
 - c. a person who your Organisation has no reason to suspect will cause a breach of paragraph 7.

5. ANY NOMINATION BY YOUR ORGANISATION IN BREACH OF THESE PRIORITY SALE TERMS AND CONDITIONS SHALL BE SUBJECT TO ACTION BY ER 2015 (WHICH MAY INCLUDE, WITHOUT LIMITATION, WITHDRAWING PART OR ALL OF THE ALLOCATION OF TICKETS TO YOUR ORGANISATION FOR OFFER TO NOMINATED INDIVIDUALS) AND SHALL BE REFERRED TO THE RUGBY FOOTBALL UNION (THE "RFU"), WHICH MAY TAKE ACTION THROUGH ITS INTERNATIONAL TICKET SANCTION COMMITTEE (A SUB-COMMITTEE OF THE RFU'S BOARD OF DIRECTORS), ON THE BASIS THAT SUCH CONDUCT IS PREJUDICIAL TO THE INTERESTS OF THE RFU OR THE GAME OF RUGBY UNION PURSUANT TO RFU RULE 5.12, OR OTHERWISE PURSUANT TO ITS RULES AND REGULATIONS AND SHALL BE FURTHER NOTIFIED TO THE TOURNAMENT OWNER RUGBY WORLD CUP LIMITED ("RWCL").
6. Your Organisation shall co-operate and provide all assistance requested by ER2015 or its nominee should there be any investigation into Ticket(s) acquired through the Priority Sale process under the auspices of your Organisation. A failure to co-operate could result in an action against your Organisation in accordance with paragraph 5 of these Priority Sale Terms and Conditions.
7. Without limitation to paragraph 4 of these Priority Sale Terms and Conditions, your Organisation shall not be permitted to nominate any person:
 - a. who is not a natural living person (meaning that you cannot, for example, nominate a company); or
 - b. in return for any direct or indirect payment, benefit or concession or to facilitate a third party's business; or
 - c. as part of any hospitality, accommodation or travel package or service; or
 - d. who it would reasonably be considered may not comply with the General Ticket Terms and Conditions (as defined in paragraph 12).

Further, your Organisation undertakes that the Tickets supplied to Nominated Individuals will not be used by any sponsor or commercial partner of your Organisation or in any hospitality programme (which includes the offer of any food or drink in conjunction with a Ticket) or any travel programme (which includes the offer of a return travel mechanism to a match in conjunction with a Ticket).

8. Each Aviva Premiership and Green King IPA Championship rugby club shall be required to submit a nomination plan to ER 2015 by no later than 7 April 2014 setting out the selection criteria to be used by the club for Nominated Individuals which shall include, without limitation, criteria to ensure that Nominated Individuals comply with paragraphs 4 and 7 and shall comply with paragraph 12. The club shall not be eligible to select any Nominated Individuals until the club's nomination plan has been approved by RWCL and ER 2015.

Process following Nomination of Individuals

9. Your Organisation shall be required to upload the name and email address of the Nominated Individuals to your Account by no later than 6pm on 15 May 2014 in order for the Nominated Individuals to be eligible to apply to ER 2015 to purchase Tickets as part of the Priority Sale. Information about Nominated Individuals shall be gathered and stored for administration, communication, enforcement and access control purposes. Before uploading a Nominated Individual's details to your Account your Organisation shall be responsible for obtaining permission to do so in writing from the relevant Nominated Individual and permission for ER2015 to store and use such Nominated Individual's details in connection with the allocation of Tickets.
10. The selection of a Nominated Individual and any subsequent purchase of Tickets by a Nominated Individual as part of the Priority Sale shall not preclude that Nominated Individual from applying to purchase for Tickets in the public ballot or purchasing a Ticket as part of an official hospitality or travel package.
11. Nominated Individuals shall have the right to apply to ER 2015 from 16 May 2014 until 6pm on 30 June 2014 to purchase of Tickets as part of the Priority Sale.
12. The sale of any Tickets to Nominated Individuals shall be subject to ER 2015's General Ticket Terms and Conditions available at [*insert link*] (the "General Ticket Terms and Conditions"). Your Organisation shall comply and shall procure that all Nominated Individuals shall comply with the General Ticket Terms and Conditions, including without limitation the restrictions on use and transfer of the Tickets set out in conditions 11 to 16 of the General Ticket Terms and Conditions. You acknowledge and agree and shall procure that it is brought to the attention of Nominated Individuals that Tickets are for their own personal use and are strictly non-transferable and must not be sold or offered, exposed or made available for sale, or transferred or otherwise disposed save as permitted in the General Ticket Terms and Conditions.
13. Any breach of the General Ticket Terms and Conditions by Nominated Individuals shall result in the cancellation of the Ticket, the refusal of admission of the Ticket holder to the relevant match and/or his/her eviction from the relevant venue without refund or compensation in addition to any other remedy that ER 2015 and/or the Rugby Football Union may have.
14. ANY BREACH OF THESE PRIORITY SALE TERMS AND CONDITIONS (INCLUDING WITHOUT LIMITATION PARAGRAPHS 4 AND/OR 7) AND/OR WRONGFUL CONDUCT BY YOUR ORGANISATION IN CONNECTION WITH THE SALE, OFFER, EXPOSURE FOR SALE, TRANSFER OR OTHER DISPOSAL OF TICKETS TO, FOR OR BY AN INDIVIDUAL NOMINATED BY YOUR ORGANISATION IN BREACH OF THE GENERAL TICKET TERMS AND CONDITIONS SHALL BE SUBJECT TO ACTION BY ER 2015 AND SHALL BE REFERRED TO THE RFU, WHICH MAY TAKE ACTION THROUGH ITS INTERNATIONAL TICKET SANCTION COMMITTEE (A SUB-COMMITTEE OF THE RFU'S BOARD OF DIRECTORS), ON THE BASIS THAT SUCH CONDUCT IS PREJUDICIAL TO THE INTERESTS OF THE RFU OR THE GAME OF RUGBY UNION PURSUANT TO RFU RULE 5.12, OR

OTHERWISE PURSUANT TO ITS RULES AND REGULATIONS AND SHALL BE FURTHER NOTIFIED TO THE TOURNAMENT OWNER, RWCL.

15. Any Tickets available for purchase by individuals nominated by your Organisation as part of the Priority Sale but which are not purchased before 6pm on 30 June 2014 shall cease to be available for purchase as part of the Priority Sale and will be offered for sale by ER 2015 as part of the public sale in September 2014.

General

16. Any information requests or other correspondence in relation to these Priority Sale Terms and Conditions should be sent to ticketing@er2015.com.
17. These Priority Sale Terms and Conditions constitute the entire agreement between ER 2015 and your Organisation and neither party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, in relation to the Priority Sale otherwise than set out in these Priority Sale Terms and Conditions.
18. With the exception of the Rugby Football Union, a person not party to these Priority Sale Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
19. These Priority Sale Terms and Conditions will be governed by and interpreted in accordance with English law. Any dispute arising from or in connection with these Priority Sale Terms and Conditions will be submitted to the exclusive jurisdiction of the English courts.