

Terms & Conditions RSC Anderlecht

These terms & conditions apply to the RSCA mobile app, website, ticketing and webshop.

Last updated: 02.05.2023

Art 1. – Agreement to terms

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and RSC Anderlecht (“we,” “us”, “our” or “RSCA”), concerning your access to and use of the RSCA website www.rsc.a.be as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions Use. If you do not agree with all of these terms and conditions, you are expressly prohibited from using the site and must discontinue use immediately.

1.1 Revision rights

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. If you have previously accepted the Terms & Conditions, you will be asked to consent again to the new version if a change has been made.

1.2 Distribution rights

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

1.3 Age restrictions

The Site is intended for users of all ages. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the Site.

Art 2. – Intellectual property

1.1 Copyrights

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded,

translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

1.2 Copyright infringements

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

1.3 Reproduction

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, Content and the Marks.

Art 3. – User Registration

You may be required to register with the Site to retrieve access to specific parts or content. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Registration for the RSCA app is only possible through usage of a phone with iOS or Android operating systems. Usage restrictions are explained further in the mobile application license.

Art 4. – Prohibited activities

1. Unauthorized actions

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use the Site to advertise or offer to sell goods and services.
4. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.

5. engage in unauthorized framing of or linking to the Site.
6. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
7. make improper use of our support services or submit false reports of abuse or misconduct.
8. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
9. attempt to impersonate another user or person or use the username of another user.
10. use any information obtained from the Site in order to harass, abuse, or harm another person.
11. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
12. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
13. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
14. delete the copyright or other proprietary rights notice from any Content.
15. copy or adapt the Site's software, including but not limited to PHP, HTML, JavaScript, or other code.
16. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
17. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

2. User Generated Contributions

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms and Conditions.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms and Conditions.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials,

- pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
 7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
 8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
 9. your Contributions do not violate any applicable law, regulation, or rule.
 10. your Contributions do not violate the privacy or publicity rights of any third party.
 11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
 12. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
 13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
 14. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Site.

Art 5. – Contribution License

By posting your Contributions to any part of the Site [or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

Art 6. –RSCA Mobile Application License

1. Usage

If you access the RSCA mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

2. Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

Art 7. – RSCA Online Fanshop

1. Identity of the vendor

The RSCA online fanshop (Fanshop) is an application serviced by TopFanz, Nederstraat 18, 3545 Halen, Belgium, registered under VAT number BE 0507.830.038 (hereinafter referred to as the “Fanshop Vendor”). Whilst the Fanshop Vendor is responsible for the technical and operational side, RSCA is liable for all products, offers and data management on the Fanshop.

2. Applicability and conditions

1. These terms and conditions are applicable to all the items and services offered through the Fanshop (<https://shop.rscabe> and RSCA mobile app), no matter if they are offered to you as a consumer (every physical person who, for non-occupational purposes alone, purchases or uses a good or service made available on the market) or as a professional customer (every physical person or company who, exclusively for professional purposes, uses or acquires products or services).
2. We deliver worldwide, applying the services and the delivery terms and conditions explained on the Fanshop.
3. To be able to place an order, you must be above the age of 18. If you are younger than 18, we ask you to let a parent or legal guardian place your order. If it comes to our attention that an order is made by a minor, we reserve the right to decline the order.
4. Placing an online order on the Fanshop can only be done by accepting our terms and conditions and privacy statement.
5. If you ordered online, we provide you in addition and together with the order confirmation or at the latest on delivery with a copy of these terms and conditions in a format that you can save or print. We moreover recommend that you always do this.
6. If in addition to these terms and conditions, additional special conditions apply, the above applies also to those special conditions. You as a consumer can always invoke to your advantage the most preferential text if our terms and conditions would be contrary to the above special conditions.

3. Our offer and your order

1. We explicitly state in our offer when the latter is only valid for a constrained period of time or is subjected to specific conditions.
2. We always describe as complete and accurate as possible what we sell to you as well as the course of our delivery process. The description is in any case sufficiently detailed to allow you to make a proper assessment. If we make use of graphics, they are a true reflection of the offered goods and / or services. However, to err is human and if we are clearly mistaken, we are not obliged to deliver to you.
3. Your order is complete and the contract between us is final once we confirm your order by mail and - in case you need to pay in advance - as soon as we receive approval from the issuer of your card. We accept Visa, Mastercard, Maestro and Bancontact/Mister Cash as payment methods. Should the issuer of your card refuse to agree on your payment to us, we cannot be held responsible for any delays in the delivery and/or non-delivery of your order.
4. In order to purchase a product, you add it to your shopping basket. Afterwards you submit your contact details and billing data. Next you choose your preferred way of delivery: you can choose for a delivery at a certain address. In the final step you are led to an overview page, you accept our terms and conditions and you confirm your payment by pressing the 'Buy Now' button, with the caption "order with payment". If you have completed these steps, your purchase becomes final.

4. Right withdrawal (consumers only)

1. If you buy goods from us, you have the right to decide that you do not want to keep the goods for 14 (fourteen) days from the delivery. You can then return your order to the Fanshop vendor without penalty and without giving any reason (the cost thereof is to be paid by you). Within 14 days after reception of your returned order or your indication that you wish to forgo the

agreement, we will pay you back the full purchase price, by the same means of payment which you utilised for the purchase.

2. The direct costs of the return of the goods will thus be at your expense. We will indicate the costs of the return or make an assessment of the costs, if it is not reasonably possible to calculate them in advance. Should it be impossible to return the goods by postal service, the Fanshop vendor will pick up the goods from you without charging you additional costs.
3. We can refuse repayment as long as we have not received the returned goods or until you have shown you have returned the goods, depending on which event occurs first.
4. We expect you to handle the order as well as the packaging with the utmost care during the first 14 (fourteen) days after delivery. If you want to return the goods as described above, you may only unpack or use them to the extent needed to assess whether or not you wish to retain them. Returned goods may be tested, but not used. When returning the goods, you will also have to return all delivered accessories and – if reasonably possible – return the goods in their original condition and packaging as well as taking in account our instructions as listed below.
5. You can return your package through post or courier with respect of the return conditions and to the return address mentioned on the form.
6. In order to exercise your right to withdrawal quickly and correctly, both in case of delivery of services as in the case of delivery of goods, you can request your return via the [My Account page](#).
7. The right to withdrawal does not apply for goods which are personalized.
8. This article is not applicable to Professional Customers or any other person or company who, exclusively for professional purposes, uses or acquires products or services which were brought on the market by RSCA.
9. If you want to return an item, you must first announce this by mail. As soon as you receive approval for the return, you must correctly fill in the following document and attach it to the return shipment:

https://shop.rsca.be/media/98/24/2f/1650369387/RSCA_Retourformulier_2022.pdf

5. Price

1. During the period we mention in our offer, our prices do not change, except for price changes resulting from changes in VAT rates.
2. Our prices include all taxes, VAT and all other levies for Belgian Consumers or Professional Customers. For Consumers or Professional customers outside Belgium, certain taxes/levies on import might be due. These are not included in the price. We can also decide to charge you with the shipping costs on top of the purchase price. In that case, we notify this always before you definitely place your purchase.
3. Shipments outside the EU or to certain islands, may be subject to a surcharge which will be mentioned before finalizing the order.

6. Payment

1. For Consumers, we only accept payment through our website using the payment methods indicated there.
2. In order to guarantee safe online payment and the safety of your personal data, the transaction data will only be wired while encrypted with SSL technology. In order to make payments with SSL no special software is required. You recognize a safe SSL-connection by the “lock” in the bottom status bar of your browser. We accept Visa, Mastercard, Maestro and Bancontact / Mister Cash as payment methods. Should the issuer of your card refuse to agree on your payment to us, we cannot be held responsible for any delays in the delivery and/or non-delivery of your order.

3. Every objection regarding an invoice, must be sent to us by mail within 8 (eight) days upon receipt of the invoice.

7. Conformity and Warranty

1. We guarantee that our products are in accordance with your order and meet the normal expectations you may have taking into account the specifications of the product. We also guarantee that our goods are in accordance with any at the moment of your order applicable law.
2. As a Consumer, you dispose of a statutory 2-year warranty on goods purchased from us if this good is not in accordance with the placed order. During this period and within the legal limits, we provide for the free replacement or repair of goods showing a defect covered by the statutory warranty.
To the extent of what is possible or reasonable, you have a choice between replacement or repair. Only if replacement or repair is excessive or impossible, or impossible to deliver within a reasonable time, do you have the right to a reduction or to demand the dissolution of the contract of sale.
During the first 6 (six) months, you can in all cases call upon the guarantee. Afterwards you have to prove that the defects in the goods are not caused by abnormal use.
3. We never guarantee for defects caused by accidents or incorrect use.
4. After sales services are offered by the Fanshop Vendor. The helpdesk is open on Belgian official working days between 9AM and 6PM.

8. Delivery and execution

1. All goods and services are delivered to the address provided by you when ordering.
2. When a good is in stock it will be delivered to the delivery address within a period of maximum 2 (two) weeks. If a good is not in webshop-stock, we will inform you on the delivery date in your order confirmation.
3. If we are not able to deliver on time, we will always notify you before the end of the delivery period. If we do not, the Consumer in the European Union can cancel his/her order for free. In that case we will refund the Consumer within 30 (thirty) days after dissolution of the agreement.
4. The shipment of goods and gift vouchers is always at our risk. So you do not have to worry about goods lost during transportation. If you as a Consumer, however, return goods to us within 14 (fourteen) days after delivery because you prefer not to keep them, you will be responsible for the transportation.
5. If the delivered goods were damaged during transport, do not correspond to the goods mentioned on the delivery note or do not correspond to the goods you ordered, you have to report this as quickly as possible and in any case on the day of delivery itself by sending an email to shop@rsca.be. Subsequently, you have to send the goods back within 10 (ten) calendar days after delivery, stating the reasons for the return and preferably in the original packaging. Otherwise the delivery is deemed to have been accepted on delivery.
6. We cannot be held responsible for any consequential damage suffered due to late delivery or non-delivery by the transporter assigned by the company. In such cases our liability remains limited to the value of the goods of which it is shown that they were not received by the Consumer or Professional Customer.

9. Liability

1. We are not responsible for any direct or indirect damage caused except for the responsibilities we acknowledge in these general terms and conditions.

2. We are not responsible for any shortage coming from normal wear and tear, inappropriate terms of use or inappropriate storage.
3. The Consumer or Professional Customer will safeguard the Fanshop Vendor as well as RSCA Anderlecht nv (or any of its subsidiaries, franchisees, licensees, affiliates, successors and assignees) from any claim from third parties, even after the termination of the agreement.
4. In case we are found to be responsible, our only obligation consists of replacing the defective goods or reimbursing the paid price, whichever we see fit. The Consumer or Professional Customer cannot demand an indemnity.
5. In any case our liability is limited to the price of the invoice of the ordered goods.

10. Force Majeur

1. In case of force majeure, we are not obliged to fulfill our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate the agreement.
2. Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include amongst others strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the E-shop, late delivery or absence of delivery by suppliers or other third parties.

11. Complaints and conflicts

1. We do hope that all our customers are always 100% satisfied. If nevertheless you would have complaints concerning our services, please do not hesitate to contact the Fanshop Vendor. We will do the utmost to deal with your complaint within 24 (twenty-four) working hours.
2. All contracts we conclude with our Consumers or Professional Customers are, regardless of their place of residence, exclusively governed by Belgian law. Only the courts of Belgium are competent to adjudicate with disputes arising out of or connected to these contracts. If as a result of international law the law of a different country applies, the interpretation of the current terms and conditions will in the first instance be done in accordance with the Belgian Law on Market Practices and Consumer Protection.
3. The applicability of the Vienna Convention on the Sale of Goods is excluded.

Art 8. – RSCA Ticketing

1. Definition

The RSCA ticketing (Ticketing) is an application serviced by RSC Anderlecht in cooperation with RoboTicket. These conditions also apply to purchases made through the RSCA ticketing office.

2. Liability

Ticketing is not intended to be used by minors. The purchase of tickets or other products is exclusively reserved to persons aged 18. The purchaser must keep all of their login details for Ticketing (such as their password, etc.) confidential and must immediately inform RSC Anderlecht if they notice or suspect the unauthorised use of their user account. In such cases, the purchaser is held responsible for the unauthorised use of Ticketing. The purchaser is liable for any declarations of intention to purchase products or services that are sent using their login details or password.

When buying tickets for the first time, RSCA holds the right to ask for identification based on ID card and a picture. RSCA holds the right to withdraw a ticket purchase if identification is not legit. In that case, the purchaser should visit the RSCA Ticket Shop in person to have his ticket account authorized.

The purchaser is fully responsible for all tickets purchased and should only be accompanied by people who don't have a stadium ban. If the purchaser does not comply with this rule, RSCA holds the right to withdraw season card or individual tickets from the purchaser in future cases.

Any breach of these conditions will lead to the loss of the right to access the match or event in question, with no payment of damages and with the ticket in question being declared void.

3. Purchase

By confirming their order, the purchaser declares that they are aware of and accept these conditions of sale, which are an integral part of the agreement between the parties. The application of these conditions and the above-mentioned conditions is a prerequisite for the agreement of RSCA and the Purchaser to the contract of sale.

The purchaser makes an offer to enter into a contract when they click the "Confirm purchase" button on the booking page for the offer in question. The purchase is final and binding once a transaction number has been created and sent by RSCA to the purchaser. RSCA holds the right at any moment to refuse the purchase based on governmental or specific security regulations. In that case, RSCA will inform the purchaser, refund the full purchase and communicate the official motivation for the cancellation.

We inform you that in case of an error of the indicated price, whatever the reason may be (information technology bug, human failure, technical failure,...), the purchase – even if it has been confirmed by us – will be cancelled and you will be informed as soon as possible. At that time you will have the option, should you desire to do so, to confirm your purchase at the corrected price.

All orders are placed subject to verification of the payment card and other security checks. The transaction may therefore be cancelled should it fail RSCA's verification process.

RSCA reserves the right to cancel bookings that it reasonably suspects of having been made fraudulently or by people who have a stadium ban.

RSCA reserves the right to offer multiple purchase formulas for Ticketing at the same time. Both One Off Purchases and Subscription-based Purchases are subject to the offering of RSCA. Subscription-based Purchases have yearly or monthly renewal rights, whereas One Off Purchases stand for a single time purchase without any renewal policy.

3.1 - One Off Purchases for Tickets and Season Cards

3.1.1 - Workflow

RSCA publishes a list of events for which Tickets or Season Cards can be purchased in a One Off purchase. The purchaser is able to select a product, select one or multiple seats and purchase upon availability. When in the process of ordering, Ticketing reserves the selected seats for 30 minutes. After this time span and without having completed your order, your ticket selection will be erased.

It is the responsibility of the purchaser and any ticket holder to determine whether an event has been cancelled or whether the date and time or location of any event has been rearranged. If an event is cancelled, rescheduled or relocated, RSCA will make every reasonable effort to inform customers as soon as it receives authorisation from the event partner. RSCA does not guarantee that customers will be informed before the date of the event.

The purchaser is strongly advised to check any communication about the event. Therefore it is also crucial to always update account information (e-mail address, mobile phone number, ...) in order to be able to be informed correctly and quickly. The purchaser and any ticket holder is responsible for strictly following up on emails classified in possible SPAM folders.

The advertised start and end times of events are subject to change.

Customers may be limited to booking a specific number of tickets for each event. The limit is indicated on the booking pages and should be checked before each purchase. This policy is designed to discourage unfair ticket buying practices. Tickets may be limited to a maximum number per person or per credit/debit card and, for certain events, a restriction may apply per household. RSCA reserves the right to cancel without warning ticket bookings that exceed this number.

Tickets may be sold subject to certain entry or usage restrictions such as, but not limited to, restricted or side view, restricted height, non-adjacent seats, etc. It is the purchaser's responsibility to ensure that they have read all of the information provided on the RSCA Site regarding these restrictions at the time of booking.

3.1.2 - Payment and price

As well as the sale price of the tickets, admin, delivery and transaction fees, which may vary according to the event, are also charged. These fees are indicated at the time of ordering. No fees other than those indicated may be charged. The fees are charged as one off payments without recurrences.

The total price for the tickets may then exceed the price indicated on the tickets. The ticket price and delivery fees, transaction fees and/or travel contribution include VAT.

The total price of the order, including all fees, must be paid immediately once the contract of sale is agreed, unless specified otherwise (invoice). Payment must be made by credit/debit card and, for companies, may also be made by bank transfer. The authorized partners for these online payments are RoboTicket & Adyen.

Although RSCA aims to ensure that all prices on Ticketing are correct, errors may occur. If an error is discovered by RSCA in the price of any item that the purchaser has ordered, RSCA will inform them as soon as possible and give them the option of reconfirming their order at the correct price (and crediting or debiting their account as applicable) or cancelling their order. If RSCA is unable to communicate with the purchaser, the latter agrees that RSCA will treat the order as if it had been cancelled. If the purchaser chooses to cancel even though they have already paid the incorrect price, they will receive a complete refund from RSCA.

3.1.3 - Ticket delivery

Tickets will be delivered immediately and digitally (E-ticket) by e-mail after the contract is entered into and after payment.

E-tickets can be printed on plain paper or be shown at the venue as an entry ticket. In case of a printed ticket, they must be printed clearly, with all elements being legible without confusion. Should they not be printed clearly, the customer will not be granted access to the event without the digital alternative. Each barcode/QR-code represents one single entry ticket.

The e-ticket will be scanned at the entrance to the event. This ticket may only be scanned once on the date indicated on the ticket. If the same barcode/QR-code is presented several times, only the first ticket that is scanned at the entrance gate will be granted access to the event. The perpetrators of any attempted theft, forgery or fraud will be prosecuted.

RSCA guarantees the authenticity of the tickets provided that said ticket has been purchased from the [rscabe.be](https://www.rscabe.be) site or RSCA Official Ticket Resellers. Customers should therefore not accept any tickets sold by unofficial third parties or other websites.

3.1.4 - Refund rights

There is no withdrawal right for a One Off purchase.

In accordance with Article VI.53, 12 of the Belgian Code of Economic Law, the purchaser may not exercise their right of withdrawal in accordance with Article VI.47 for the provision of services related to leisure activities if the contract indicates a specific execution date or period.

The following refund right apply in case of cancellation or rescheduling:

- **Cancellation:** if an event is cancelled (and not rescheduled), customers will be offered a refund for the sale price of their tickets, excluding delivery fees and transaction fees.
- **Rescheduled:** unless otherwise indicated in relation to a particular event, if an event is rescheduled, customers will be offered seats/tickets to the advanced or postponed event (subject to availability) of an equal value to their original tickets. If the customer cannot attend the rescheduled event, for which proof must be provided, they will be offered a refund for the sale price of their tickets, excluding delivery fees and transaction fees. RSCA must be informed within the deadline specified if the customer is not able to attend the rescheduled event. If not, RSCA will confirm the booking for the new date and the customer will not be entitled to a refund.

Tickets may not be refunded and/or exchanged in the case of loss or theft.

3.2 - Subscription-based Purchases for Season Cards & Memberships

3.2.1 - Workflow

RSCA offers Subscription-based purchases ('Subscription') for Season Cards and Memberships. The purchaser is able to select a Subscription upon availability. When in the process of ordering a Season Card, Ticketing reserves the selected seat(s) for 30 minutes. After this time span and without having completed your order, your Season Card selection will be erased.

The purchase date of the Subscription equals the start date of the Subscription, with a defined binding period for the purchaser. For Season Cards, the binding period is by default 12 months. For other

Memberships, the binding period is clearly defined in the order form. Subscriptions will be renewed when the binding period expires.

When buying a Subscription for match events, it is the responsibility of the purchaser and any ticket holder to determine whether an event has been cancelled or whether the date and time or location of any event has been rearranged. If an event is cancelled, rescheduled or relocated, RSCA will make every reasonable effort to inform customers as soon as it receives authorisation from the event partner. RSCA does not guarantee that customers will be informed before the date of the event. The purchaser is strongly advised to check any communication about the event. Therefore it is also crucial to always update account information (e-mail address, mobile phone number, ...) in order to be able to be informed correctly and quickly. The purchaser and any ticket holder is responsible for strictly following up on emails classified in possible SPAM folders. The advertised start and end times of events are subject to change.

Customers may be limited to booking a specific number of Subscriptions. The limit is indicated on the booking pages and should be checked before each purchase. This policy is designed to discourage unfair ticket buying practices. Tickets may be limited to a maximum number per person or per credit/debit card and, for certain events, a restriction may apply per household. RSCA reserves the right to cancel without warning ticket bookings that exceed this number.

Subscriptions may be sold subject to certain entry or usage restrictions such as, but not limited to, restricted or side view, restricted height, non-adjacent seats, etc. It is the purchaser's responsibility to ensure that they have read all of the information provided on the RSCA Site regarding these restrictions at the time of booking.

Subscriptions may involve both a digital and physical kind of delivery. It is the responsibility of the purchaser to make sure that in case of a digital delivery the correct delivery and usage (e.g. valid email address, valid phone number, ability to use a smartphone, QR code usage, usage of the RSCA mobile application) can be guaranteed. In case of failure in usage by the purchaser, RSCA can not be held responsible.

When a Subscription is purchased and paid for, the purchaser agrees to the terms and conditions and consents with the privacy statements of RSCA. After the purchase, the Subscription will immediately become an active Subscription.

3.2.2 - Payment and price

As well as the sale price of the Subscription, admin, delivery and transaction fees, which may vary according to the Subscription, are also charged. These fees are indicated at the time of ordering. No fees other than those indicated may be charged. The Subscription price and delivery fees, transaction fees and/or travel contribution include VAT.

The total price of the order, including all fees, must be paid immediately once the contract of sale is agreed, unless specified otherwise. Payment must be made by credit/debit card and, for companies, may also be made by bank transfer. The RSCA payment partners are RoboTicket and Adyen. Within your Subscription, Adyen holds the right to save your card details in a secure way (tokenization formula) for future payments, after your explicit consent.

Subscriptions can be billed yearly or monthly, based on the Subscription offering by RSCA. When billed monthly, the Subscription will be charged to the purchasers account on the day of the month when the Subscription was purchased.

Although RSCA aims to ensure that all prices on Subscriptions are correct, errors may occur. If an error is discovered by RSCA in the price of any item that the purchaser has ordered, RSCA will inform them as soon as possible and give them the option of reconfirming their order at the correct price (and crediting or debiting their account as applicable) or cancelling their order. If RSCA is unable to communicate with the purchaser, the latter agrees that RSCA will treat the order as if it had been cancelled. If the purchaser chooses to cancel even though they have already paid the incorrect price, they will receive a complete refund from RSCA.

If the payment method (credit or debit card) can't be charged upon automatic renewal, RSCA will pro-actively communicate this to the purchaser. RSCA will retry to charge the payment method daily, until a successful payment has been processed. After 7 unsuccessful attempts, RSCA will send a notice of default by regular mail to the purchaser, stating the next steps for continuing the Subscription and describing possible additional costs. The Subscription of the purchaser will remain active at least 3 weeks after the first unsuccessful attempt of payment. If the purchaser fails to provide a valid payment method, RSCA holds the right to cancel the Subscription and - in case of a Ticket or Season Card - cancel the assigned seat(s).

3.2.3 - Subscription delivery

Subscriptions will be delivered immediately and either digitally or physically after the contract is entered into and after payment.

Season Cards can be shown at the venue as an entry ticket in both a physical card and a virtual card in the RSCA app. In case of a physical card, the card must be in a good state, with all elements being legible without confusion. Should they not be legible, the customer will not be granted access to the event without the virtual alternative in the RSCA app. Each barcode/QR-code represents one single entry ticket.

The Season Card, either digitally or physically presented, will be scanned at the entrance to the event. If the same barcode/QR-code is presented several times, only the first card that is scanned at the entrance gate will be granted access to the event. The perpetrators of any attempted theft, forgery or fraud will be prosecuted.

3.2.4 - Cancellation

The purchaser has the right to cancel the Subscription before the expiry date. In case of monthly billing, the purchaser is bound to the payment for the entire binding period. In case of yearly billing, the purchaser keeps the right to the subscription until the expiry date.

3.2.5 - Refund & renewal rights

Subscriptions have a binding period. During this binding period, no refund can be requested by the purchaser.

RSCA holds the right to renew the Subscription on the expiry date. The purchaser will be contacted by RSCA prior to this renewal date to inform him/her of this renewal for an active consent about the renewal. The following options apply after this contact:

- The purchaser reacts **YES** to the renewal:
The Subscription will be renewed and the new price of the membership will be charged to the account of the purchaser. The renewal period is the same as the period of the previous Subscription. This will create again an Active Subscription.
- The purchaser reacts **NO** to the renewal:
The Subscription will not be renewed on the expiry date and the seat will become available again for others to reserve. No charges can be applied by RSCA to the purchaser.
- The purchaser does **not react in time**:
The Subscription becomes a passive Subscription, which will be automatically renewed to the new price of the membership, as communicated to the purchaser. The Membership or Season Card will be part of a permanent contract between the purchaser and RSCA.

In accordance with Article VI.53, 12 of the Belgian Code of Economic Law, the purchaser may not exercise their right of withdrawal in accordance with Article VI.47 for the provision of services related to leisure activities if the contract indicates a specific execution date or period, as stated in case of an Active Subscription.

The following refund right apply in case of cancellation or rescheduling:

- Cancellation: if an event is cancelled (and not rescheduled), customers will be offered a refund for the sale price of their tickets, excluding delivery fees and transaction fees.
- Rescheduled: unless otherwise indicated in relation to a particular event, if an event is rescheduled, customers will be offered seats/tickets to the advanced or postponed event (subject to availability) of an equal value to their original tickets. If the customer cannot attend the rescheduled event, for which proof must be provided, they will be offered a refund for the sale price of their tickets, excluding delivery fees and transaction fees. RSCA must be informed within the deadline specified if the customer is not able to attend the rescheduled event. If not, RSCA will confirm the booking for the new date and the customer will not be entitled to a refund.

Passive Subscriptions can be cancelled at any time, according to Article VI.91, 2 of the Belgian Code of Economic Law, including one (1) month notice period starting from the renewal day of the next month.

4. Transfer of a Ticket

The purchaser is responsible for complying with the Rules of Internal Order as published on the RSCA Website. The purchaser has the right to transfer the purchased Ticket or Membership to another person by using the by RSCA designated tools (Ticketing or App). After the Transfer of the Ticket has taken place, the newly assigned person becomes responsible for complying with the Rules of Internal Order, as stated in the Transfer procedure on our platforms.

5. Force Majeure

In case of force majeure, we are not obliged to fulfill our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate the agreement.

Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include events with specific regulations (e.g. no spectators, governmental rules like COVID or security risks, local authority restrictions, SLO-restrictions), strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the online shop, late delivery or absence of delivery by suppliers or other third parties.

6. Complaints

In case of complaints, RSCA refers to the Ticket Shop service for follow up on your complaint:

RSCA Ticketing
Theo Verbeecklaan, 2
1070 Brussel
Tel : 02 529 40 60
E-mail : ticketing@rsca.be

We refer to <https://www.rsca.be> for the opening hours of our Ticket Shop.

Art 9. – Social Media

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings on the RSCA portal. We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username that became associated with your account for legal logging purposes.

Art 10. – Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Art 11. – Third Party Websites and Content

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

Art 12. – Site Management

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

Art 13. – Privacy Policy

We care about data privacy and security. Please review our Privacy Policy [[CLICK HERE](#)]. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use.

Art 14. – Term and termination

These Terms of Use shall remain in full force and effect while you use the Site. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Art 15. – Modifications and interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

Art 16. – Governing law

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of Belgium applicable to agreements made and to be entirely performed within Belgium, without regard to its conflict of law principles.

Art 17. – User Data

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Art 18. – Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

RSC Anderlecht
Constant Vanden Stock Stadium, 2 Theo Verbeeck Av.,
B-1070 Brussels
(t) +32.2.528.88.68

dpo@rscanderlecht.be