

Terms & Conditions for Hospitality Services at Events

These Terms and Conditions for Hospitality Services at Events (these Terms) set out the terms and conditions that apply between (i) you as a purchaser of hospitality passes and services for the Event and, where you are not the purchaser of hospitality passes and services for the Event, to you as a holder of a hospitality pass for the Event (you or your) and (ii) us, R&A Championships Limited, a company registered in Scotland under company number SC247047 and having its registered office at Beach House, Golf Place, St Andrews, Fife KY16 9JA (The R&A, we, our or us).

SECTION 1: DEFINITIONS

1. The following expressions will have the meanings set out below, unless the context requires otherwise:

- **Booking** means the booking for the provision of hospitality passes and the Services
- **Booking Form** means a hospitality booking form for the Event
- **Business Day** means a day other than a Saturday, Sunday or public holiday in Scotland
- **Charges** means the total price for the hospitality passes and the Services as notified to the Customer by The R&A as part of the process of making a Booking
- **Customer** means the purchaser of hospitality passes and the Services
- **Event** means the event organised by The R&A to which the Booking relates
- **Event of Force Majeure** means the occurrence of circumstances beyond the reasonable control of a party including, without limitation:
 - a. blockades, riots, acts of war, acts of terrorism, piracy, destruction of essential equipment by fire, explosion, storm, flood or earthquake;
 - b. epidemics, pandemics, health emergencies or similar occurrences;
 - c. failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities;
 - d. failure of a third party to provide required consent, exemption or clearance unless caused by the act or omission of either party;
 - e. failure of a third party to permit reasonable advance access to the Premises or to provide proper and reasonable food preparation amenities unless caused by the act or omission of either party; or
 - f. failure of a third party to permit access to the Premises unless caused by the act or omission of either party (including, for the avoidance of doubt, Guests)
- **Guest** means any person attending the Event as part of the Booking
- **Premises** means the rooms or locations at the Event at which the Services are to be provided
- **Services** means the hospitality services, being the supply of food and drink and/or any catering and/or any other services at or in the vicinity of the Premises
- **Website** means www.theopen.com/hospitality or such other website as notified to you by The R&A from time to time.

SECTION 2: TERMS AND CONDITIONS OF PURCHASE

A. Booking Hospitality

1. Hospitality can be purchased:
 - a. By signing and submitting a completed Booking Form to The R&A; or
 - b. On our Website.
2. The Customer's purchase of hospitality will be completed when we deliver the hospitality passes that have been ordered to the Customer. This may be by post or in person (for example, by handing you your hospitality passes at the entry gate).
3. The R&A reserves the right to choose to accept or reject the Customer's order for hospitality. In the case of an order being rejected in whole or in part, the Customer will be notified as soon as reasonably practicable. Our failure to notify you of the rejection of your order in whole or in part does not mean that your order has been accepted.
4. The R&A will accept no responsibility for, or offer any refunds for, loss arising as a result of any incorrect information provided by the Customer at the time of purchase, unless this is due to our error.

B. Charges and Payment

1. Prices quoted by The R&A are in Pounds Sterling and, unless specified otherwise, are exclusive of applicable VAT (VAT Registration Number: 827 8424 04) and any postage and/or packaging. The Customer will be responsible for paying applicable VAT and any postage and/or packaging.
2. The Charges will be due and payable as set out below, unless otherwise expressly agreed to in writing by The R&A:
 - a. if the Booking is made by signing and submitting a completed Booking Form to The R&A 90 days or more before the date of the Event, the Charges will be due and payable in full within 14 days from the date of The R&A's invoice, which will be issued to the Customer by The R&A following receipt by The R&A of the Customer's order;
 - b. if the Booking is made by signing and submitting a completed Booking Form to The R&A less than 90 days before the date of the Event, the Charges will be due and payable in full on receipt of The R&A's invoice, which will be issued to the Customer by The R&A following receipt by The R&A of the Customer's order.
 - c. if the Booking is made on our Website, the Charges will be due and payable in full at the time the Booking is made.
3. We will process a Booking where payment is made using MasterCard®, Visa®, Maestro® or BACS Transfer. If the Customer's payment is rejected, then The R&A will notify the Customer and the Customer's order will not be fulfilled and we will have no obligation to fulfil or process any other order received from the Customer. The Customer authorises us to charge to its debit or credit card (where applicable) any Charges which are incurred by the Customer or Guests at the Event and which remain unpaid at the conclusion of the Event.
4. If the Customer fails to make a payment of the Charges in accordance with the payment due dates set out in paragraph B.2 and we do not cancel the Booking under paragraph F.1, we will be entitled to charge interest at the rate of 2 per cent per annum above the base rate for the time being of HSBC Bank plc until such time as payment is made. The parties acknowledge and agree that the amounts set out in

this paragraph represent a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998.

5. Where the number of Guests that attend the Event is less than the number of Guests specified in the initial Booking by the Customer, the Customer will be required to pay for the number of Guests specified in such initial Booking.

6. The R&A's prior written approval is required to increase the number of Guests which form part of any Booking as there may be restrictions on the number of Guests that can be accommodated. If, subject to the Customer obtaining such approval from The R&A, the number of Guests that attend the Event is greater than the number of Guests specified in the initial Booking by the Customer then the Customer will pay for the actual number of Guests at the price per Guest agreed with The R&A. If a payment card has been used then the Customer authorises us to charge this amount together with any additional fees or charges for any additional goods or services provided by or on our behalf to you at the Event at your request which are not included in the Charges to the payment card used for the Booking. Alternatively, we may issue an invoice to the Customer following the Event for such additional charges, which will be payable by the Customer within 7 days of the date of such notice.

SECTION 3: GENERAL TERMS AND CONDITIONS

C. Our Obligations

1. We will perform the Services with all reasonable care and skill in accordance with generally recognised commercial practices and standards in the industry for services substantially similar to the Services and in accordance with all legislation, statutes, regulations and other enactments having the force of law from time to time which are applicable to the provision of the Services.

2. Whilst every reasonable effort will be made to ensure the Services are in accordance with the details set out in the Booking Form or on our Website or in any marketing materials, we reserve the right in our sole discretion to make any changes to the Services which do not in our reasonable opinion materially affect the quality of the Services.

D. Your Obligations

1. You will not hinder or delay or otherwise prevent our performance of the Services and you will provide us with all reasonable assistance and cooperation for us to perform our obligations under these Terms in relation to the Event.

2. You will promptly:

a. provide to us all information which we may reasonably require to enable us to perform the Services; and

b. if you become aware that incorrect or insufficient information has been provided to us, you will provide us with corrected and/or additional information without delay.

3. You will:

a. obey all reasonable instructions given by our staff at the Event;

b. pay the cost of clearing up any unreasonable debris resulting from your acts;

c. not damage or deface the Premises in any manner whatsoever nor allow or

permit a breach of the law or in any way cause a nuisance or be an infringement of any licence required to provide the Services (for example, relating to the sale of alcohol). Failure to comply with this paragraph will constitute a material breach of these Terms and entitle us to require the offending person to leave the Event immediately;

d. not consume any food or drink within the Premises except for that supplied as part of the Services, unless otherwise agreed in writing with us no later than 14 days prior to the commencement of the Event; and

e. not introduce or attempt to introduce nor permit the introduction of any signage or other publicity material of any kind into the Event or onto the Premises without our prior written consent, such consent to be obtained no later than 14 days prior to the commencement of the Event. The granting of such consent will be at our sole discretion.

4. Any materials, goods, supplies or other items delivered, held or stored on the Premises on your behalf will be at your sole risk and we will not be liable for any loss or damage howsoever caused to such items. You will immediately provide full details of any such items to us upon request. You will ensure all such items are removed from the Premises no later than the end of the last day of your Booking and in the event any such items are not removed we will arrange for such removal and you will be liable for all of the costs incurred by us in relation to such removal which you will pay in full immediately upon receipt of an invoice from us.

E. Cancellation by the Customer

1. Any cancellation of a Booking by the Customer must be given by notice in writing to The R&A within 48 hours of making the Booking, in which case The R&A will refund the Charges that have been paid in full (excluding the cost of any postage and packaging). The right to cancel a Booking set out in this paragraph E.1 must be exercised no later than 21 days prior to the first day on which competition golf is played at the Event. The Customer will have no right to cancel a Booking or be entitled to a refund after that date.

2. If the Customer cancels the Booking more than 48 hours after making the Booking, The R&A will have no obligation to make any refund to the Customer.

F. Cancellation by Us

1. If the Customer fails to make a payment of the Charges in accordance with the payment due dates set out in paragraph B then The R&A may cancel the Booking.

2. We may cancel a Booking if you become bankrupt or insolvent or enter into liquidation or receivership or are subject to an application for an administration order or suffer an administrative receiver to be appointed in relation to the whole or part of your assets or make a composition with your creditors or suffer any judgment to be executed in relation to any of your property or assets.

G. Suspended Play and Cancellation of the Event

1. The R&A will have the option to cancel, postpone or alter the timing or duration of the Event at any time if The R&A considers in its sole discretion that it would be appropriate to do so. For example, due to inclement weather conditions or an event of national mourning.

2. In the event of cancellation of the Event prior to its commencement, the Customer will be entitled to a full refund of any Charges that have been paid (excluding the cost of any postage and/or packaging).
3. In the event of postponement of the Event prior to its commencement, The R&A will honour any Booking made by the Customer for the re-scheduled dates of the Event. If the Customer does not wish to attend the Event on such re-scheduled dates it must notify The R&A in writing of that fact as soon as reasonably practicable. Upon receipt of such notification The R&A may elect, at its sole discretion, to refund the Customer for any Charges that have been paid in full or in part (excluding the cost of any postage and/or packaging).
4. If the Event is cancelled after its commencement or play on the day(s) to which your Booking relates is suspended, The R&A will have sole discretion regarding any refund that it may make to the Customer. Any refund in such circumstances will be for a proportion of the cost of the ticket element of the Charges only, taking into account the number of hours the course is open and available for play on the particular affected day(s).
5. You have no rights in the event of cancellation or postponement of the Event other than, in the case of the Customer, a refund for the Charges pursuant to paragraphs G.2, G.3 or G.4 above.

H. Inability to Provide Part of the Services

If we are unable to supply any part of the Services, we will notify you as soon as reasonably possible. Where it is reasonably practicable to do so, we will replace that part of the Services with one of at least equal standard and value at no additional charge to you. We will seek to agree the details of the replacement Services with you. If it is not reasonably practicable for us to replace that part of the Services then we will refund in full all sums paid by the Customer that relate to that part of the Services (excluding the cost of any postage and packaging). For the avoidance of doubt, the provisions of this paragraph H do not apply to discretionary refunds for the ticket element of the Charges made by The R&A pursuant to paragraphs G.3 or G.4 above.

I. Variations

If you wish to change the Services after the date that the Booking is made, then you must notify us of that wish in writing as soon as possible. We will notify you if we are able to accommodate these changes and/or if the changes give rise to additional charges. Any changes to a Booking must be confirmed by us in writing and the Customer will pay for any additional charges resulting from the changes to the Booking no later than the date set out on our invoice relating to such charges.

J. Liability

1. Nothing in these Terms will be interpreted or construed as excluding or limiting the liability of either party for any matter in respect of which it would be illegal or unlawful to do so, including for death or personal injury or fraudulent misrepresentation.
2. Subject to paragraph J.1, our total aggregate liability under or in connection with the Services and/or these Terms for any loss or damage of whatsoever nature and howsoever caused will be limited to the Charges.

3. Subject to paragraph J.1, we will not be liable to you in connection with the Services and/or these Terms for any:

- a. direct or indirect economic loss of any kind whatsoever;
- b. direct or indirect loss of profit, business contracts, revenues or anticipated savings or damage to your reputation or goodwill or special loss;
- c. indirect or consequential loss or damage; or
- d. loss to the extent it is caused wholly or partly by breach of these Terms by you.

4. In respect of any event that gives rise to a claim under these Terms, you agree to notify us in writing within 14 Business Days of the date of the event giving rise to the claim and giving all details of the claim including any loss or damage and the cost of any loss or damage, or we will not otherwise be liable.

5. You agree that before bringing a claim against us, you will use best endeavours to recover losses, claims, demands or expenses incurred by you from your insurers instead of us and to the extent that you are successful in recovering such sums from your insurers we will not be liable to you.

K. Indemnity

You will fully indemnify us for any loss of or damage to property at the Premises suffered or incurred by us and any loss or liability arising from any claim made against, or incurred or paid by us (and our expenses in respect of such losses, damages or liabilities) arising from or caused by (whether directly or indirectly) your acts or omissions.

L. Force Majeure

Neither party will be in breach of these Terms, nor liable for any failure or delay to perform any of its obligations (save in respect any payment obligation) in relation to a Booking due to an Event of Force Majeure and the party concerned will not incur any liability to the other.

M. Use of Trade Marks and banners

1. You shall not be permitted to use (whether or not in connection with the Services) any trademarks or other intellectual property rights belonging or licensed to The R&A or any R&A Group Company without the prior written consent of The R&A.

2. You shall not erect any banners, advertisements or the like at or near the Event venue without the prior written consent of The R&A.

N. Juniors

Children under 16 years of age on the Saturday prior to the first day on which competition golf is played at the Event cannot attend the Event unless accompanied by a responsible adult over the age of 18 who holds a valid hospitality pass.

O. Your Safety

1. Whilst The R&A is committed to ensuring that proper safety precautions are in place to try to prevent injury to spectators, you acknowledge the risk of injury whilst

attending the Event, despite such precautions being taken, including being struck by a golf ball, and you agree that you are assuming all risk and danger arising from your attendance at the Event. The R&A will not be responsible for paying any compensation to you for any injury, loss or damage suffered by you at the Event unless this injury, loss or damage was suffered as a result of our negligence or other breach of duty. You should therefore be alert at all times to the golf being played in your vicinity including the direction of play, any instructions from marshals (e.g. flags advising of the direction in which a player's shot has been struck) and any warnings issued on the course (e.g. a warning shout of "Fore") to try to prevent injury to you.

2. You must at all times follow the instructions of the Event officials, marshals and/or security personnel.

P. Use of Hospitality Passes

1. A hospitality pass shall become void and you shall have no right to attend the Event nor be entitled to a refund or any compensation where in the reasonable opinion of The R&A your hospitality pass:
 - a. is to be or has been used in an unauthorised manner as a prize or in any other manner in a lottery or competition or for any other promotional, advertising or commercial purpose not specifically authorised by The R&A in writing;
 - b. is to be or has been sold, donated, transferred or in any way disposed of to any person/entity for the purpose of commercial gain or is to be or has been sold at a higher price than its face value;
 - c. has been purchased or obtained from a person/entity who is not an authorised agent;
 - d. is advertised for sale or transfer; or
 - e. has been purchased in conjunction with any other goods or services, e.g. hospitality package or travel, which have not been authorised by The R&A.
2. Unless The R&A has agreed otherwise in writing, any transfer or purported transfer of any hospitality pass by you in any manner set out in paragraph P.1 above shall constitute a breach by you of these Terms.
3. Please do not post pictures of your hospitality pass on social networking sites. People may use these details and offer them for sale online to defraud/attempt to defraud third parties into buying them. This may result in the hospitality pass holders encountering difficulties when entering the Event.
4. If we reasonably believe that you have been involved in fraudulent activity relating to your hospitality passes, we may pass your details to the police and any other relevant authority.

Q. Attendance at the Event

1. Mobile phones and personal cameras are permitted at the Event, subject to the following conditions:
 - a. no still photography of play is permitted on Championship days. Personal cameras (including cameras in mobile phones and other devices) may only be used on practice days. No professional cameras or video cameras or any photographic equipment used for commercial purposes will be permitted at the Event;
 - b. No audio or video capture is permitted at any time;
 - c. All mobile phones must be on "SILENT" mode at all times without the "VIBRATE" option activated. Calls must be placed or received in approved

designated areas, referred to as "Mobile Device Zones"; and

- d. Data use (e.g. texting, email and website access) is permitted, however, the device volume must be muted at all times. Mobile phones, cameras and other electronic devices, communication devices, audio-visual equipment or radios must not be used to capture, supply or transmit data or other information for any commercial purpose (including, for example, betting or gambling) or assisting for these purposes. Rules governing the use of mobile phones, cameras, video, sound or image recorders, personal digital assistants and other electrical communication devices shall be posted at the entry gates. Your co-operation is greatly appreciated.
2. Use of global positioning systems, including without limitation transponder and/or receiver equipment, or similar positioning, tracking or measurement devices shall not be permitted at the Event.
3. When asking for autographs, you must always respect the players, other spectators, the Event officials, marshals and/or security personnel. Unless the player has given you permission, you must not solicit autographs from players outside of the designated autograph zones. Autographs obtained at the Event must not be used for any commercial purpose.
4. Rules governing pets will be posted on www.theopen.com, as will our list of items which are not permitted at the Event. In addition, any item which in the reasonable opinion of The R&A could potentially harm, or cause alarm to, attendees at the Event will not be allowed at the Event.
5. It will be considered by us to be a breach of these Terms if you have at the Event any objects or clothing bearing commercial identification which The R&A have reason to believe at its sole discretion is intended for "ambush marketing" or other unauthorised promotional purposes. We reserve the right to take appropriate action against anyone that we consider to be involved in "ambush marketing".
6. Where you, through your negligence or intentional or reckless act, cause damage or loss to The R&A or to any property at the Event (including, without limitation, the course or any equipment or facilities), you will be responsible for compensating the person who has suffered the loss or damage.
7. You may be removed from, or refused access to, the Event if, in the reasonable opinion of The R&A, your behaviour is, or could be considered to be dangerous, offensive, a nuisance or annoying to other spectators, players, the Event officials, marshals and/or security personnel. For example, if you appear to be under the influence of drink and/or drugs and/or are acting aggressively, or if you fail to obey any conditions of use, posted signs or instructions of the Event officials, marshals and/or security personnel. If you are refused admission to the Event under these circumstances the Customer will be entitled to a full refund for your hospitality pass. If you are removed from the Event under these circumstances after gaining entry, you will not be entitled to a refund of any part of the Charges.

R. General Ticketing Conditions

1. You may not transfer any of your rights under these Terms.
2. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
3. The personal data provided by you will be processed by us for the purposes set out in these Terms and in accordance with our Privacy Policy, which can be accessed at www.theopen.com/legal/privacy-policy. If you have any questions or

concerns about the information we hold about you, please contact us by email at privacy@randa.org or in writing at Data Privacy Manager, The R&A, Beach House, Golf Place, St Andrews, Fife KY16 9JA. For details of your rights regarding your personal data including the right to lodge a complaint with a supervisory authority, please refer to our Privacy Policy. References to "us", "we" and "our" in this paragraph and paragraph R.4 below are to all of the organisations named in our Privacy Policy.

4. In agreeing to these Terms and attending the Event, you consent to being filmed, photographed and recorded for television, radio, webcast and other public broadcast in any medium and/or for any video or DVD as part of the audience and/or for security purposes, by any CCTV cameras and recordings at the Event. You also agree that we can utilise your image or likeness or the image or likeness of a member of your party in, or incidental to, any photograph or live or recorded television or in any other type of transmission or reproduction, in whole or in part, and that you shall not be entitled to any compensation or credit. This may include use of footage and images for marketing purposes. Where you are the responsible adult accompanying a Junior and you are their parent or guardian, you consent to their images being taken and used in accordance with this paragraph. Where you are the responsible adult accompanying a Junior and you are not their parent or guardian, you must obtain the consent of the child's parent or guardian for the images of such child to be taken and used in accordance with the provisions of this paragraph.

5. We may amend these Terms to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements, for example to update references to certain dates or contact details. These changes will not affect your right to attend the Event. In addition, we may make more material changes to these Terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Charges that have been paid.

6. If you are resident within the European Union then the contract between us shall be governed by the law of the country within the European Union in which you are resident and any dispute arising under this contract shall be referred to the relevant courts having authority in that country. If you are not resident in the European Union then the contract between us shall be governed by the laws of Scotland and any disputes relating to that contract shall be decided in the Scottish Courts.

7. All enquiries should be addressed to: The Open Hospitality Office, The R&A, St Andrews, Fife, KY16 9JD, Scotland, UK; Tel: + 44 (0)1334 460010; Email: Hospitality@TheOpen.com