<u>General</u>

1. Tickets are issued by the French Branch of PGA European Tour ("PGAET"), and may only be purchased and used in accordance with these Conditions, which incorporate the Ground Regulations (available at all times at: <u>www.europeantour.com</u> (the "DP World Tour Website")).

2. Each Ticket grants the end user (the "Ticket Holder") a licence to access Le Golf National, 2 avenue du golf, 78286 Guyancourt, France (the "Venue") for the sole purpose of attending the Cazoo Open de France (the "Event") provided these Conditions and the Ground Regulations are complied with.

3. Reference to "Tickets" means every ticket, pass, admission, accreditation and any other mechanism, permission, authority or right by which an individual is granted or gains access to the Venue for the Event. In the event of any inconsistency between these Conditions and the terms of accreditation, the latter shall prevail.

4. These Conditions will be printed in abbreviated form on the back of each Ticket. In the event of any inconsistency between these Conditions and the abbreviated form, these Conditions shall prevail.

5. The Ground Regulations are those regulations that apply to or in respect of the Venue (as may be amended, supplemented or replaced from time to time). It is therefore recommended that the Ticket Holder refers regularly to the latest version of the Ground Regulations permanently available on the DP World Tour Website.

Regarding Tickets already purchased, it is acknowledged that amendments to the Ground Regulations may be required for security or other operational reasons or due to force majeure and accordingly those amendments shall apply immediately so as to be enforceable against the Ticket Holder.

6. If the Ticket Holder seeks to impose any terms and conditions contrary to these Conditions and the Ground Regulations those terms and conditions shall not be enforceable against PGAET unless otherwise expressly accepted by it.

Ticket Purchase

7. PGAET reserves the right (in its absolute discretion) to limit the number of Ticket purchases, Ticket category and/or Sessions from a single person. PGAET reserves the right (in its absolute discretion) to refuse to sell and/or cancel Tickets purchased in excess of such number.

8. PGAET reserves the right (in its absolute discretion) to limit the number of Ticket purchases paid for with the same credit/debit card number and/or shipping and email address. PGAET reserves the right (in its absolute discretion) to refuse to sell and/or cancel Tickets purchased in contravention of these Conditions.

9. PGAET shall not be liable for the incorrect entry of information during the Ticket purchase process, lost, incomplete or illegible Ticket purchase forms, technical malfunctions of the Internet, or failure of computer hardware or software that prevent completion of a Ticket purchase.

10. All Tickets are sold subject to availability.

11. PGAET may refuse Ticket sales and cancel Ticket orders from anyone whom they believe plans to offer a Ticket for resale otherwise than in accordance with these Conditions.

12. PGAET takes no responsibility for Tickets that have been purchased from the secondary market or on unauthorised platforms. <u>Price and Payment</u>

13. The price of the Ticket shall be the price set by PGAET. All prices are in the local currency and are inclusive of any applicable taxes but may be exclusive of booking fees and collection or secure delivery fees.

14. All prices are inclusive of local taxes.

15. PGAET may set special Ticket prices, including Tickets for children under a certain age and/or persons over a certain age (as at the time of the Event), and/or family or package tickets.

16. The payment card used to purchase Tickets must be registered in the name and address of the Ticket Holder. PGAET reserves the right (in its absolute discretion) to refuse any Ticket orders which fail to comply with this condition.

17. The Ticket Holder assumes financial responsibility for all transactions made under his/her name or account and must be over 18 years old in order to make the purchase and have the legal capacity to complete the transaction.

18. Any and all bank or other charges incurred as a result of monetary transfer or currency conversion will be the sole responsibility of the Ticket Holder.

19. Ticket sales are final. No changes, cancellations or exchanges of any Ticket will be permitted, except as specifically set out in these Conditions or as authorised and facilitated by PGAET from time to time.

20. Once the Ticket purchasing process has been completed, Tickets have been allocated and payment in full for such Tickets has been confirmed, the Ticket Holder will be provided with a confirmation of the sale of Tickets and a booking reference number.

<u>Delivery</u>

21. Tickets will be delivered as print at home or as digital tickets to the email address indicated by the Purchases. Tickets will not be delivered to any other address.

22. The Ticket Holder is responsible for providing the correct address at which the Tickets can be delivered. PGAET shall not be held responsible for any errors made during a Purchase in this respect.

23. For various reasons (such as reducing costs for Ticket Holders, delivery time, etc.) Tickets may be available for collection at the Event. A confirmation email will be sent to the Ticket Holder before the Event in order to collect the purchased Tickets at the Event box office or other area indicated for collection.

24. The e-Ticket (print at home or digital ticket) is available in the Ticket Holder's online account. The e-Ticket, with secure bar code, may be used to enter the Event. An e-Ticket is confidential and strictly personal and must not be reproduced, communicated or sold to any third party. If not explicitly indicated in the e-Ticket, the e-Ticket is only valid if printed.

Admission

25. Admission to the Venue will only be authorised upon presentation of a valid Ticket. Admission to the Venue will be permitted during such hours, and access shall be given to such areas, as specified on the Ticket or as published on or accessible via the official Event website or the DP World Tour Website.

26. Tickets sold by or obtained from any source other than PGAET will NOT be valid.

27. PGAET reserves the right to require each Ticket Holder to provide PGAET with any or all of a passport photograph that shows a true and accurate likeness of the Ticket Holder, his/her date of birth, full name, postal and email address or phone number or otherwise register as required. Each Ticket Holder must also carry and, if so requested, present a valid photo ID (such as passport or driving licence) to validate the aforementioned information in order to gain admission.

28. PGAET may refuse admission to or eject from the Venue without refund a Ticket Holder who:

a. does not produce a valid Ticket upon request; and/or

b. is in breach of any of the Conditions (including the Ground Regulations); and/or

c. fails to comply with instructions given for safety, security, organisational or operational reasons from any person authorised by PGAET, including DP World Tour related and Venue staff, contractors, officials, representatives, officers, volunteers, stewards or other security personnel, police officers and/or emergency or military services (each an "Authorised Person"); and/or

d. disturbs the course of the Event or impairs the safety of persons or the security of goods; and/or

e. uses threatening, abusive or insulting words or behaviour to any player or Authorised Person or otherwise in any way provokes or behaves in a manner which may provoke a breach of the peace or is acting under the influence of alcohol or drugs or fails, when required, to produce proof of identity or age; and/or

f. enters any area within the Venue where he/she is not permitted (including without limitation inside the ropes); and/or

g. is in possession of a Prohibited Item (as defined in the Ground Regulations); and/or

h. fails to produce valid photo ID upon request; and/or

i. is the subject of any judicial or administrative measure prohibiting him/her from entering into or being in the vicinity of a venue in which a sporting event is taking place.

29. The Ground Regulations contain detailed lists of Prohibited Items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein and any breach of Ground Regulations may result in the Ticket Holder being ejected from the Venue or demarcated area. In particular, without limiting the foregoing:

a. Ticket Holders leaving the Venue will not be re-admitted;

b. signs/banners/clothing or any other item which may be used for ambush marketing will not be permitted; and

c. save for any camera embedded in any smart phone, traditional cameras are not permitted and may not be used at the Venue other than on practice days.

30. Ticket Holders may be searched prior to entry into or within the Venue. Thus, the Ticket Holder may be invited to present items he/she is carrying for inspection. Any Ticket Holder refusing to be subject to controls, hand searches and inspections shall be denied access to the Venue or shall be ejected from the Venue.

31. Prohibited Items (as defined in the Ground Regulations) will not be permitted within the Venue. Accordingly, security staff may oblige the Ticket Holder bearing any Prohibited Item to leave it outside the Venue or surrender the same, should he/she wish to enter or remain within the Venue. In case of refusal, the Ticket Holder shall be denied access to or be ejected from the Venue.

32. No alcohol may be brought into the Venue.

33. Save for guide dogs, no other pets or animals shall be permitted in the Venue.

Transfer/Use

34. Tickets must not be:

- a. transferred; and/or
- b. donated or offered publicly (including on any website) for sale; and/or

c. offered, transferred or used in the course of any business or otherwise for commercial purposes; and/or

d. offered, transferred or used in relation to any promotional purpose, as a prize or otherwise bundled with any other goods or services (including as part of any hospitality or travel package (for example, by combining any Ticket with flights, hospitality or accommodation)) without the prior written authorisation of European Tour.

Any Ticket offered for sale, sold, transferred or otherwise used in breach of this Condition may be cancelled and deemed invalid.

35. Any minor younger than 16 years old at the time of entry to the Venue must have his/her own valid Ticket, be accompanied by and under the responsibility of an adult in possession of a valid Ticket, who will ensure compliance by him/her with the Conditions and the Ground Regulations, failing which the minor and accompanying adult will be refused admission to or ejected from the Venue.

<u>Behaviour</u>

36. The Ticket Holder shall not engage in any form of ambush marketing and shall not conduct any activity that conflicts with, impairs or infringes the rights of any commercial partner of the Event.

37. The Ticket Holder shall not use or copy any of the trade marks, logos or intellectual property of PGAET or any of the European Tour Group or as may be set out on a Ticket.

38. The Ticket Holder must comply with all applicable laws, signs, safety announcements and Ground Regulations whilst attending the Event.

39. No Ticket Holder shall, whilst in the Venue: (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, including but not limited to the use of betting exchanges; (b) use any electronic device to relay information on the progress, conduct or any other aspect of the Event for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by PGA European Tour; or (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event.

Recordings

40. Photographs or other recordings of sound or images taken within a Venue may be used for personal, private, non-commercial purposes only, and accordingly the Ticket Holder shall be entitled to share or otherwise disseminate (but expressly excluding by way of live streaming) photographs via social media or equivalent platforms for non-commercial purposes to share the Ticket Holder's experience ("Non-Commercial Use"). Save for Non-Commercial Use, it is strictly forbidden to make, distribute or otherwise disseminate over the internet, and it is strictly prohibited to make, distribute or otherwise disseminate over the radio, television or any other current and/or future media, any sound, picture, image, data, description, result and/or statistics of the matches in whole or in part, or to assist any other person(s) in conducting such activities. PGAET reserves the right to prohibit all recordings of images or audio on match days.

41. The Ticket Holder may be photographed and/or filmed by PGAET, its partners and/or any third parties authorised by PGAET as well as by any media operators (television, newspaper, Internet, etc.). Consequently, the Ticket Holder unconditionally and expressly consents, without compensation, to: (a) the recording of his/her voice and image by any means

and in any media whilst at the Venue and: (b) the use of such recordings, simultaneously to their capture or any time afterwards, in any media now or hereafter existing (television, cinema, exhibitions, websites, social networks, press, etc.) by PGAET, its partners and/or those otherwise authorised by it, for information purposes and/or for the purposes of promotion and/or representation of the Event, of the Venue, of PGAET and/or of PGAET's partners.

42. PGAET reserves the right to restrict the use of any mobile phones, cameras, computers and other electronic equipment at the Event.

<u>Refunds</u>

43. Neither PGA European Tour nor its subsidiaries ("European Tour Group") shall have any responsibility or liability whatsoever arising out of the relocation, cancellation, abandonment, postponement or replaying of the Event due to an unforeseeable and insurmountable act of a third party or force majeure as defined under Article 1218 of the French Civil Code or recognised by French courts, even in the event that such cancellation, abandonment, postponement or replaying may prejudice the Ticket Holder. As a result, no member of the European Tour Group shall be liable to pay any indemnification or damages in this respect.

44. PGAET shall not refund the purchase price of the Ticket (and shall have no liability for any further sums) where play is totally or partially cancelled or postponed due to an unforeseeable and insurmountable act of a third party or force majeure as defined under Article 1218 of the French Civil Code or recognised by French courts.

45. In the event of the postponement of the day, or part day, for which play was intended, the Ticket shall not be valid for the rearranged date. PGAET shall therefore refund the purchase price of the Ticket to the Ticket Holder except where such postponement is due to an unforeseeable and insurmountable act of a third party or force majeure as defined under Article 1218 of the French Civil Code or recognised by French courts.

46. In the event of play being extended to the following Monday, Tickets for the Sunday shall be valid for the extra day's play (subject to the suitability of the Venue for spectators).

47. PGAET will accept no responsibility if the original Ticket is stolen, damaged or mislaid and Tickets cannot be replaced or refunded in such circumstances.

The Ticket Holder shall not have any liability where the performance of his/her obligations is delayed, hindered or prevented by an unforeseeable and insurmountable act of a third party or force majeure as defined under Article 1218 of the French Civil Code or recognised by French courts. PGAET shall refund the purchase price of the Ticket to the Ticket Holder if the Ticket Holder is prevented from attending the Event due to an unforeseeable and insurmountable act of a third party or force majeure as defined under Article 1218 of the French Civil Code or recognised by French Holder is prevented from attending the Event due to an unforeseeable and insurmountable act of a third party or force majeure as defined under Article 1218 of the French Civil Code or recognised by French courts.

<u>Legal</u>

48. PGAET respects the privacy of the Ticket Holder and strictly complies with the French laws in force on the protection of privacy and civil liberties. Thus, PGAET does not collect any information relating to the Ticket Holder without his/her knowledge and without his/her consent.

49. A Ticket Holder's personal data is collected and used by PGAET as the controller of the data being processed. Personal data may also be transferred (subject to non-disclosure obligations) to companies which contribute to the processing of orders placed by the Ticket Holder as well as to service providers in charge of the management of the DP World Tour Website and/or of the official Event website.

50. Personal data will also be used for the processing of Ticket orders, monitoring the commercial relationship between the Ticket Holder and PGAET as well as for the purpose of feedback, commercial statistics, prospecting (marketing), assignment, licence or exchange of

the Ticket Holder's personal data, management of requests for access, rectification and opposition. Such data will not be transferred to third parties for advertising or marketing purposes without the Ticket Holder's consent. PGAET will not sell nor license any personal data collected from a Ticket Holder without his/her express prior consent.

With the express prior consent of the Ticket Holder, information about him/her may be 51. communicated to members of the European Tour Group and the use of such data shall be governed the PGA European Tour privacy policy by at: http://www.europeantour.com/aboutus/privacy/index.html. In the event of any inconsistency between the PGA European Tour privacy policy and these Conditions, these Conditions shall prevail.

52. Depending on the choices made at the time of Ticket purchase, PGAET may be entitled to pass on Ticket Holder data to Event sponsors and partner companies as indicated in the order process, and accordingly such Ticket Holder may receive offers from those Event sponsors and partner companies.

53. Pursuant to the provisions of French law No.78-17 of January 6, 1978 (modified), each person whose personal data is collected has a right of opposition, of access, or correction and of deletion of his/her data. He/she may exercise this right at any time by writing to PGAET's Customer Services by email (tickets@europeantour.com) or by mail. He/she will have to prove his/her identity by attaching to his/her request a copy of his/her ID and to indicate in his/her email or mail his/her first name and last name and any relevant booking or account reference.

54. The data identified by an asterisk on the order form is necessary for the processing of the Ticket Holder's order, the performance of associated services and the monitoring of commercial relationships. In the absence of such data, PGAET will not be able to process the Ticket Holder's order. Other data requested is intended to improve the Ticket Holder's experience and is therefore optional and the Ticket Holder is free not to provide it.

55. The data collected is kept in a secure location accessible only by authorised employees. Any electronic backup procedures for the data collected are also compliant with French laws relating to personal data.

56. Personal data collected from the Ticket Holder is kept for the necessary time and as long as he/she has not asked for its destruction by PGAET. In any event, personal data is not kept for more than 3 years from the end of the Event.

57. In case Tickets are bought by, lawfully allocated to or otherwise issued by way of contract to any legal entity, the latter will have to certify on the order form that it has: (a) informed the persons benefitting from the Tickets and whose personal data is required, of the collection of their data, the purposes of the processing, the recipients of such data and their right of opposition; and (b) obtained from them their express consent to communicate their data to PGAET and allow its use according to the choices expressed by the legal entity on the order form.

58. The Conditions (and Ground Regulations) constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Conditions which is not already set out in the Conditions (and Ground Regulations). If any provision of these terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the provision shall be amended in good faith. In any event, all other provisions shall remain in full force and effect.

59. PGAET reserves the right to make amendments to these Conditions from time to time at PGAET's sole discretion. A full copy of the Conditions will be available on the DP World Tour Website.

It is therefore recommended that the Ticket Holder refers regularly to the latest version of the Conditions permanently available on the DP World Tour Website.

Regarding Tickets already purchased, it is acknowledged that amendments to the Conditions that are required for security reasons or due to force majeure or that do not materially alter the rights and obligations of the Tickets Holders shall apply immediately.

60. These Conditions have been drafted in French and in English. In the event of any discrepancy between the texts, the French version shall prevail with respect to francophone Ticket Holders. With respect to non-francophone Ticket Holders, the English text shall prevail.

61. EACH TICKET HOLDER ADMITTED TO THE VENUE ACKNOWLEDGES THAT THEIR PRESENCE AND/OR MOVEMENT IN AND AROUND THE VENUE IS AT THEIR OWN RISK AND ACCEPTS THE RISKS AND DANGERS IN ATTENDING A GOLF TOURNAMENT, INCLUDING THE POSSIBILITY OF BEING STRUCK BY AN ERRANT GOLF BALL AND THOSE RELATING TO ATTENDING A SPORTING COMPETITION IN A GOLF COURSE ENVIRONMENT EXPOSED TO THE NATURAL ELEMENTS. BY ENTERING THE VENUE ACKNOWLEDGING SUCH RISKS, ALL PERSONS ACCEPT THEIR OWN GENERAL PERSONAL RESPONSIBILITY TO PROTECT THEMSELVES AND OTHERS FROM SUCH RISKS SO FAR AS IS REASONABLY PRACTICABLE, IN PARTICULAR BY WEARING FOOTWEAR AND CLOTHING APPROPRIATE FOR PREVAILING WEATHER AND GROUND CONDITIONS.

62. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PGA PGAET NOR ANY OFFICIAL TICKETING AGENT NOR ANY AUTHORISED AGENT NOR ANY AUTHORISED PERSON NOR ANY PLAYER OR CADDIE PARTICIPATING IN THE EVENT SHALL BE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR ANY LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING FROM THE EVENT (INCLUDING, WITHOUT LIMITATION, ARISING AS A RESULT OF THE CANCELLATION OR POSTPONEMENT OF THE SAME IN EACH CASE) AND/OR OCCURRING DURING THEIR ATTENDANCE AT THE VENUE AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING

63. THE INTERPRETATION AND PERFORMANCE OF THESE CONDITIONS (AND THE GROUND REGULATIONS), AS WELL AS ANY INSTRUMENTS WHICH WOULD RESULT FROM OR BE THE CONSEQUENCE OF THEM, ARE SUBJECT TO FRENCH LAW AND THIS IS REGARDLESS OF THE PLACE OF THE ORDER, THE NATIONALITY OF THE TICKET HOLDER AND HIS/HER ADDRESS.

64. IN THE EVENT OF A DISPUTE, AN AMICABLE SOLUTION SHALL BE SOUGHT PRIOR TO ANY LEGAL ACTION. TO THIS END, AND IN THE FIRST INSTANCE, THE TICKET HOLDER IS ASKED TO CONTACT EUROPEAN TOUR'S CUSTOMER SERVICES (CONTACT DETAILS FOR WHICH ARE SET OUT IN ARTICLE 48 BELOW) INDICATING HIS/HER LAST NAME, FIRST NAME, ADDRESS, EMAIL AND, WHERE APPROPRIATE, THE TICKET NUMBER.

THE TICKET HOLDER MAY ALSO USE MEDIATION. THE MEDIATOR IS NEITHER A JUDGE NOR AN ARBITRATOR; HE/SHE IS A NEUTRAL AND IMPARTIAL THIRD PARTY, INDEPENDENT FROM EUROPEAN TOUR. TO THIS END, EUROPEAN TOUR PROPOSES FOR THE TICKET HOLDER TO USE, FREE OF CHARGE, LA MEDIATION TOURISME ET VOYAGE: WWW.MTV.TRAVEL.

THIS MEDIATION PROCEDURE MAY BE STARTED ONLY IF EUROPEAN TOUR'S CUSTOMER SERVICES HAS NOT REPLIED IN A SATISFACTORY MANNER TO THE TICKET HOLDER'S WRITTEN REQUEST WHITIN 60 DAYS FROM THE INITAIL REQUEST. IN THAT CASE, THE TICKET HOLDER MAY CONTACT THE MEDIATOR FOLLOWING THE PROCEDURES OUTLINED ON THE WEBSITE: WWW.MTV.TRAVEL.

ANY DISPUTE ARISING FROM THESE CONDITIONS AND/OR ANY ORDER WITH EUROPEAN TOUR AND/OR ANY SALE MADE BY EUROPEAN TOUR SHALL BE SUBMITTED TO THE RELEVANT COURTS.

65. EUROPEAN TOUR'S **Customer Services** is at the disposal of Ticket Holders for any information or questions on Tickets:

Email: <u>ticketing@europeantourgropu.com</u>

© PGA EUROPEAN TOUR 2022