

# 2023 - Ticket Terms and Conditions

These Conditions govern all Tickets and admission to the Venue for the Event.

All capitalised terms used in these Conditions shall have the meanings given to them in paragraph 1 of these Conditions below.

If a Ticket is printed, these Conditions shall appear in an abbreviated form on each such Ticket. In the case of any ambiguity or conflict between these Conditions and the abbreviated form printed on a Ticket, these Conditions shall prevail.

## Definitions and Interpretation

1. In these Conditions, except where the context otherwise requires, the following terms shall have the following meanings:

**“Ambush Marketing”** means the unauthorised use of a Ticket as a prize or in a lottery or competition or for any other promotional, advertising or commercial purpose and/or any other activity by a person not authorised by PGA European Tour which: (a) associates the person with the Event; or (b) exploits the publicity or goodwill of the Event; or (c) has the effect (in the reasonable opinion of PGA European Tour) of conferring the status of a Commercial Partner on a person who is not a Commercial Partner or otherwise diminishing the status of any Commercial Partner;

**“Authorised Agents”** means the official corporate hospitality agents and official travel agents appointed by or on behalf of PGA European Tour and which are legally and contractually entitled to sell Tickets as part of hospitality and travel packages respectively;

**“Authorised Person/s”** means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and the Venue and their respective staff, officials, representatives, officers and marshals acting on behalf of PGA European Tour as event promoter.

**“Commercial Partner”** means any official sponsor, official supplier, broadcaster, licensee and/or any other party which has been granted a commercial association with the Event from time to time;

**“Conditions”** means these terms and conditions and the Ground Regulations which are incorporated into these terms and conditions by reference, together with any amendments or updates to the same issued by or on behalf of PGA European Tour from time to time;

**“Event”** means the PGA European Tour Tournament as per description on the ticket(s) purchased.

**“Force Majeure”** means any cause beyond PGA European Tour’s reasonable control including, without limitation, act of God, war, insurrection, riot, civil disturbance, act of terrorism or threat of the same, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, public health emergency, acts or regulations of national or local governments.

**“Ground Regulations”** means the security protocols and other conditions of admission to the Venue published by PGA European Tour and available at <https://www.europeantour.com/european-tour/news/articles/detail/ground-regulations/> as the same may be amended, supplemented or replaced from time to time by PGA European Tour.

**“Guest”** means any person for and on whose behalf the Ticket Purchaser bought a Ticket and who has obtained such Ticket from the Ticket Purchaser in accordance with the terms of these Conditions, and/or any other person using a Ticket with the prior express authorisation of PGA European Tour.

**“Official Ticketing Agents”** means any official ticket agent(s) appointed by or on behalf of PGA European Tour (a list of whom is available on the Tour Website) together with the box office at the Venue (if any).

**“Original Sale Price”** means the specified price of each Ticket plus any delivery or administration fee (or part thereof).

**“Pandemic Event”** means the COVID-19 pandemic or any other epidemic, pandemic, endemic or widespread global or regional illness from time to time (including any events arising out of and/or attributable to such diseases, by way of example, but without limitation, quarantines).

**“person”** shall include natural and juristic persons.

**“PGA European Tour”** means PGA European Tour, a company limited by guarantee (registered in England & Wales under company number 1867610) whose registered office is at Wentworth Drive, Virginia Water, Surrey GU25 4LX, United Kingdom.

**“Photo ID”** means either an original passport, an original photocard driving licence, HM Armed Services identity card or other national identity card.

**“Prohibited Item”** means any of the items listed as such in the Ground Regulations and those items specified in paragraph 40 of these Conditions.

**“Spectator Code of Conduct”** means such code of conduct as may be published and amended from time to time on the Tour Website.

**“Ticket”** means a ticket (whether physical or digital (i.e. e-ticket)) giving right of entry to the Event and the Venue in accordance with the details indicated thereon.

**"Ticket Holder"** means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser, Guest or any person to whom the Ticket was issued or transferred.

**"Ticket Purchaser"** means the individual with legal capacity who has purchased a Ticket or Tickets in accordance with these Conditions from any Official Ticketing Agent and/or from any Authorised Agent.

**"Tour Website"** means [www.europeantour.com](http://www.europeantour.com).

**"Venue"** means the entire premises where the Event is being held and to which a Ticket is required to gain access including all adjacent and surrounding areas used or controlled by PGA European Tour in connection with the staging of the Event.

## **General**

2. The Conditions incorporate the Ground Regulations. By purchasing a Ticket, you agree to comply with the Ground Regulations. If you fail to comply with the Ground Regulations, you may be refused entry to or ejected from the Venue. In the event of any ambiguity between any term(s) of these Conditions and any term(s) of the Ground Regulations, the terms of these conditions will prevail.
3. All Tickets are issued by PGA European Tour, the promoter of the Event, subject to these Conditions. All Tickets are and shall remain the property of PGA European Tour at all times.
4. By their purchase, possession, use or attempted use of a Ticket, each and every Ticket Holder shall be deemed to have been made aware of these Conditions and to have fully and irrevocably accepted and agreed to be bound by and comply with these Conditions. In addition, the Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of these Conditions and is responsible for ensuring that any subsequent Ticket Holder complies fully with these Conditions.
5. The Ticket Holder must read these Conditions carefully and may not purchase, hold, use or attempt to use a Ticket or enter or attempt to enter the Venue if they do not understand and agree to these Conditions. For the purposes of these Conditions, making use of or using a Ticket shall include, without limitation, accepting the Ticket from any person, possessing the Ticket, presenting the Ticket to any Authorised Person outside the Venue, presenting the Ticket for entry to the Venue and/or utilising the Ticket in conjunction with or as part of a travel package or hospitality package.
6. In allowing the Ticket Holder entry to the Venue, PGA European Tour relies on the Ticket Holder's acceptance of and agreement to these Conditions.

### *\*Purchase of Tickets \**

7. Tickets must only be purchased from or obtained directly through PGA European Tour, an Authorised Agent or an Official Ticketing Agent. Tickets purchased from or obtained through persons other than PGA European Tour, an Authorised Agent or an Official Ticketing Agent (or otherwise in accordance with these Conditions) shall be void or voidable and may be

seized and/or cancelled without any liability for refund or compensation. PGA European Tour assumes no responsibility for Tickets that have been acquired through the secondary market or unauthorised platforms.

8. Ticket Purchasers must be a minimum of 18 years of age. Any person wishing to attend the Event who is under 18 years old must have their own Ticket. Persons wishing to attend the Event who are younger than 16 years old must be accompanied at all times by a Ticket Holder who is at least 18 years of age and who will be responsible for compliance with these Conditions by the younger spectator. For safety and security reasons, a maximum of 3 (three) children per adult are permitted in the Venue.
9. Tickets are sold subject to availability. PGA European Tour reserves the right (in its absolute discretion) to limit the number of Tickets purchased or Ticket categories available for purchase by any single person or withdraw from sale, refuse to sell or cancel orders for Tickets from any person where Tickets are paid for with the same credit or debit card or applied for under the same shipping and/or email delivery address or in circumstances where it believes a person intends to offer a Ticket for resale.
10. Ticket prices shall be set by PGA European Tour or by an Official Ticket Agent. All prices are in local currency and are inclusive of any applicable taxes but may be exclusive of booking or handling fees and collection or secure delivery fees.
11. PGA European Tour may set special Ticket prices, including Tickets for concessions (i.e. 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. Ticket Holders taking advantage of such special Ticket prices may be required, upon request by any Authorised Person, to provide proof of his or her age with appropriate Photo ID. Failure to produce proof of age may result in the Ticket Holder being refused entry, being asked to leave the Venue or being asked to pay the full adult price of a Ticket.
- 12. A payment card used to purchase Tickets must be registered in the name of and at address of the Ticket Purchaser. PGA European Tour and Official Ticket Agents reserve the absolute right to refuse or cancel any orders for Tickets which fail to comply with this paragraph.**
13. The Ticket Purchaser assumes financial responsibility for all transactions made under his/her name and/or account. 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 Purchaser.
14. Tickets 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 PGA European Tour or an Official Ticket Agent from time to time.
15. Once the Ticket purchasing process has been completed, the Tickets have been allocated and payment in full for such Tickets has been confirmed, the Ticket Purchaser will be provided with a confirmation of the sale of Tickets and a booking reference number.

### **Delivery of Tickets**

16. Tickets will be delivered as “e-tickets” to the email address provided by the Ticket Purchaser or delivered as “digital tickets” for being downloaded on a mobile device. Tickets will not be delivered to any other address or email address.

17. The Ticket Purchaser is responsible for accurately providing the address or email address to which the Tickets are to be delivered. Neither PGA European Tour nor any Official Ticketing Agent shall be responsible or liable for non-delivery as a consequence of any error made by the Ticket Purchaser in this regard.
18. If the Ticket Purchaser wishes to make any changes to the shipping address after receiving his/her booking confirmation, then he/she must do so in sufficient time before the scheduled date of delivery.
19. The Ticket Purchaser will receive an order confirmation email and a separate e-Ticket email. Electronic/digital Tickets have a secure bar code which is scanned at the Venue entry point prior to entry into the Event. Such Tickets are subject to the same conditions as any other form of ticket and must not be reproduced or otherwise copied.
20. Upon delivery, the Ticket Purchaser shall assume sole responsibility for the safeguarding of those Tickets. If delivery cannot be accepted for any reason (e.g. addressee unknown), the Ticket Purchaser must inform PGA European Tour that the Tickets were not received and PGA European Tour may allow Tickets to be collected from a specified location.
21. PGA European Tour reserves the right not to replace, issue a duplicate of or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, or any Ticket which is unreadable or incomplete.
22. If Tickets have not been received 2 days before the commencement of the Event, it is the sole responsibility of the Ticket Purchaser to contact the relevant customer service centre or the website of the Official Ticketing Agency from whom the Tickets were purchased.

#### **Ticket Use and Prohibition on Transfer**

23. Tickets may be issued in the form of RFID device and, in such circumstances, those RFID devices may require activation in advance so as to permit access

to the Venue. Failure to activate an RFID device in advance may result in the refusal of entry.

24. Save as set out in these Conditions, Tickets are strictly non-transferable. It is a fundamental condition of these Conditions that Tickets must not be: (a) offered publicly (including on any website) for sale; or (b) offered, transferred or used in the course of business, in relation to any promotional purpose, as a lot in an auction or for other fundraising purposes, as a prize in any competition, contest or sweepstake or bundled with any other goods or services (including as part of any hospitality or travel package) or otherwise for commercial gain, in each case without the prior written authorisation of PGA European Tour. Any Ticket offered for sale, sold, transferred, used or disposed of other than in accordance with these Conditions may be cancelled by PGA European Tour without notice and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the Venue by any Authorised Person without refund or compensation, and must deliver up any and all Tickets in their possession at the request of an Authorised Person. Further, PGA European Tour may pursue any other legal remedies available to it in relation to any such breach of these Conditions.
25. If a Ticket Purchaser purchases more than one Ticket, those additional Tickets may only be used by the Ticket Purchaser and his/her Guests, each of whom must be a family member, friend or colleague who is known to the Ticket Purchaser personally. The transfer of a Ticket in this manner shall not contravene these Conditions provided always that: (a) such a transfer takes place without payment or benefit in excess of the Original Sale Price of the Ticket; and (b) such a transfer is otherwise subject to these Conditions; and (c) the Ticket Purchaser may be requested to provide the name and address (and any other identification details, as required by PGA European Tour) of those who are intended to accompany him/her at any time by any Authorised Person.
26. Admission to the Venue will only be authorised upon presentation of a valid Ticket, in whole form and not defaced or damaged in any way. PGA European Tour and Authorised Persons may conduct security searches (including a search of the Ticket Holder's bags, clothes and other possessions) prior to entry into or at any time within the Venue for the purpose of monitoring and enforcing compliance with the Conditions (including locating and removing any Prohibited Items) and to ensure safety and security at the Event. Police may be informed where searches reveal Prohibited Items the possession of which PGA European Tour and/or any Authorised Person believe may constitute a criminal offence.
27. The Ticket Holder acknowledges that they are individually responsible for their own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items. None of PGA European Tour, the Venue or any Authorised Person accept any responsibility for any loss, theft or damage of a Ticket Holder's personal property and each Ticket Holder hereby releases PGA European Tour, the Venue and each Authorised Person from any liability for any loss or damage to personal property that they may suffer in relation to his or her attendance at the Venue.
28. Ticket Holders must retain their Tickets at all times whilst within the Venue. Tickets (with or without accompanying Photo ID) must be produced for

inspection at Venue entry points or anywhere else within the Venue upon request by any Authorised Person. Failure or refusal to do so may result in the Ticket Holder being ejected from the Venue.

29. Any Authorised Person may refuse admission to or eject from the Venue without refund or compensation a Ticket Holder who, in their reasonable opinion: (a) does not produce a valid Ticket upon request; (b) is in breach of any of the Conditions (including those relating to the use of mobile telephones and similar communications devices); (c) fails to comply with instructions from any Authorised Person; (d) may unreasonably obstruct the viewing of other spectators; (e) may be a source of danger, nuisance or annoyance or who may otherwise give rise to concerns in relation to the safety and security arrangements for the Event or who is behaving in any way that is or could reasonably be construed as provocative, discriminatory, offensive, indecent or threatening (whether to the life or safety of himself/herself or any other person(s)), including but not limited to: (i) public nudity or indecency; (ii) excessive noise or any interference with the conduct of the Event; (iii) the wearing or other display of commercial, political or offensive signage or logos; (iv) the throwing of any object that might injure or cause damage to people or property; (v) the obstruction of any gangway, access-way, exit, entrance or staircase; (vi) climbing roofs, walls, fences, stands, lighting masts or any other structures or constructions in the Venue or standing on seats; (vii) defacing or obscuring any notice, advertisement, branding or signage; (viii) smoking in any area where smoking is not permitted; and/or (ix) engaging in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person (including, without limitation, any player, caddie, official, Authorised Person or other spectator) on the basis of their race, sex, religion, culture, colour, descent, nation or ethnic origin; (f) is noticeably under the influence of alcohol, illicit drugs or any behaviour-modifying substance; (g) is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about the Venue; (h) whilst within the Venue, enters any restricted access or prohibited area or other area where that person is not permitted, including but not limited to: (i) "inside the ropes" on the golf course itself, any dressing rooms, practice areas or other players' or officials' areas; and/or (ii) any area for which accreditation is required or which is designated as an area to which members of the public are not entitled access; (i) damages, interferes with or tampers with any property of any third party; and/or (j) is in possession of any Prohibited Items, including: (i) any article that is offensive, dangerous, hazardous and/or illegal or that may be used or that may be expected to be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue (including, without limitation, knives, fireworks, firearms, explosives, flammable items (other than cigarette lighters or matches for personal use), compressed gas containers, maces, flares, lasers, smoke bombs and/or illicit drugs (other than those prescribed by a registered medical practitioner); (ii) banners, placards, leaflets, signs or other materials, items, objects or clothing displaying political, religious, offensive or race-related messages, slogans or images or promotional or commercial identification; (iii) any camera or other type of photographic or recording device (of any nature whatsoever and whether

capable of capturing still or moving pictures) other than for personal non-commercial use; and/or (iv) any other items that PGA European Tour and/or any Authorised Person determine may in their opinion be a source of danger, nuisance or annoyance or which may otherwise give rise to concerns in relation to the safety and security arrangements for the Event.

30. Re-admission to the Venue will only be permitted in the sole discretion of PGA European Tour or an Authorised Person and, if granted, may require the use by a Ticket Holder of alternative access devices in conjunction with their Ticket (e.g. stamp or wristband).

## Refunds

31. Ticket Holders acknowledge that play during any day of a golf tournament may be delayed, interrupted, rescheduled, postponed or cancelled. PGA European Tour will use reasonable efforts to communicate any such delays, interruptions, rescheduling, postponement or cancellation to Ticket Purchasers as soon as is reasonably practicable, including by posting relevant information on the Tour Website. Tickets for named days of the Event cannot be exchanged for an alternative day.
32. If play is delayed or interrupted but has commenced as scheduled or is resumed on the same day then Ticket Holders **shall NOT be eligible for a refund**. If play on any day is rescheduled, postponed or cancelled in its entirety (i.e. not a shot is played on the day for which the Ticket is valid) then the Ticket Purchaser may apply for a refund by following the procedure set out in these Conditions.
33. If entitled to a refund and where a refund is not processed automatically in accordance with these Conditions, the Ticket Purchaser must provide PGA European Tour with all unused original Tickets for the affected day's play, accompanied by a signed application form for a refund, such form and Tickets to be received by PGA European Tour or the Official Ticketing Agent (depending on whom the Tickets were purchased from) not later than 14 (fourteen) days after the conclusion of the Event. **NO REFUNDS ARE AVAILABLE AT THE VENUE UNDER ANY CIRCUMSTANCES.**
34. If spectators are unable to be admitted to the Event because the Event is to be played behind closed doors due to a Pandemic Event, PGA European Tour will notify the original Ticket Purchaser via email to the email address used by the Ticket Purchaser when buying the tickets and automatically refund the amount paid for the Ticket(s) (up to a maximum of the face value of the Ticket(s)) within 60 days of cancellation of the relevant Ticket(s).
35. If social distancing requirements mean that PGA European Tour is unable to honour all the Tickets purchased or allocated for the Tournament (for example, if PGA European Tour is required to increase the distance between different households or if additional restrictions are introduced which mean we are unable to have as many spectators at the Event as originally anticipated when the Tickets were sold), PGA European Tour reserves the right to cancel all or some of the Tickets and to determine which of such Tickets to cancel in its absolute discretion. PGA European Tour will notify the original Ticket Purchaser via email to the email address used by the Ticket Purchaser when buying the tickets and automatically refund the amount paid for the Ticket(s) (up to a maximum of the face value of the Ticket(s)) within 60 days of cancellation of the relevant Ticket(s).



36. If the original Ticket Purchaser is unable to attend the Event because, although the Tournament is played with spectators present, they live in an

area which is subject to a local lockdown restricting them from being able to come to the Venue, as verified by checking their postcode registered by the Ticket Purchaser when buying the Tickets and provided that the Ticket Purchaser contacts PGA European Tour as soon as possible in advance of the Tournament to request a refund, PGA European Tour will cancel such Ticket(s) and refund the amount paid (up to a maximum of the face value of the Ticket(s)) within 60 days of the Ticket Purchaser contacting PGA European Tour to request a refund.

37. Any refund will be processed by PGA European Tour or the Official Ticketing Agent, depending on whom the Tickets were originally purchased from) and shall be made via the payment method used to make the Ticket purchase or as otherwise authorised or facilitated by PGA European Tour or the Official Ticketing Agent from time to time. PGA European Tour shall endeavour to process all refunds promptly. **REFUNDS WILL ONLY BE MADE TO THE ORIGINAL TICKET PURCHASER, NOT EACH TICKET HOLDER.**
38. Any refund shall be limited to the face value of the Tickets purchased. This specifically excludes any applicable delivery charges, booking fees or other charges. There will be no refund of any other expenses incurred by any Ticket Holder in attending the Event and each Ticket Holder acknowledges and accepts that their own personal arrangements (e.g. for travel, accommodation, food and beverage (including hospitality) are entirely at the Ticket Holder's own risk.
39. A refund of the face value of the relevant Tickets is the Ticket Purchaser's sole and exclusive remedy in such circumstances and, to the maximum extent permitted at law, PGA European Tour will have no other liability whatsoever to any Ticket Holder including, but not limited to, for any direct or indirect consequential loss or damage, such as (for example) loss of enjoyment or loss of goodwill.

### **Prohibited Items and Restricted Items**

40. PGA European Tour has the exclusive right to determine what objects may be brought into the Venue by a Ticket Holder. The following items are prohibited from being brought into the Venue and PGA European Tour or any Authorised Person shall refuse entry to, or eject from the Venue, anyone who is found to have brought such items into the Venue:

Ø ladders (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position;

Ø items which are or, in the opinion of PGA European Tour or any Authorised Person, could be used as weapons (including firearms, knives, sticks etc.);

Ø pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items;

Ø musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast;

Ø model aircraft; drones; kites or other similar airborne craft/item;

Ø bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment;

Ø wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods;

Ø any objects or clothing bearing commercial identification, images or statements which, in the opinion of PGA European Tour or any Authorised Person, may be used for Ambush Marketing or other similar unauthorised promotional purposes;

Ø alcoholic beverages and foodstuffs (except those permitted at the discretion of PGA European Tour); drugs (except prescription drugs) or other legal highs;

Ø items which, in the reasonable opinion of PGA European Tour or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the Event; and

Ø leaflets or other promotional materials.

Prohibited Items may be removed, confiscated or destroyed at the discretion of any Authorised Person and a Ticket Holder will have no right for the item to be returned

41. No pets or animals, except for guide dogs, may be brought into the Venue.

### **Standards of Behaviour**

42. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.

43. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where appropriate, enforcement action being brought by relevant authorities in accordance with legislative provisions.

44. Defacing or obscuring any notice, advertisement or other article of Event branding is strictly forbidden.

45. Mobile telephones and similar communications devices will be permitted within the Venue to the extent that they are used for personal and private use only and in accordance with stipulated rules and requirements published within the Venue by PGA European Tour. Such rules will include:

Ø all devices must be in SILENT mode at all times;

Ø flash functionality must be switched off;

Ø mobile phone photography for personal use is permitted throughout the week on all areas of the course;

Ø mobile phone video capture is allowed in non-competition areas only, such as practice facilities and mobile phone zones;

Ø calls must be placed or received in approved designated 'Mobile Phone Zones' only;

Ø data use (texting, email, using the European Tour app, social media) is permitted at all times;

Ø the use of mobile telephones, computers, tablets or other electronic devices, communication devices or audio-visual equipment must not inconvenience any other person in the Venue.

46. Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.
47. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by PGA European Tour. PGA European Tour reserves the right to suspend the sale of alcohol and food stuffs at any time and anyone who, in the reasonable opinion of PGA European Tour or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.
48. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited on all temporary structures erected for the purposes of accommodation and viewing, including grandstand and marquee structures. Otherwise, smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by PGA European Tour. Such instructions may be amended at any time for the purposes of ensuring the safety and security of all persons attending the Event. Anyone who fails to stop smoking when requested by PGA European Tour or any Authorised Person will be ejected from the Venue.
49. No Ticket Holder shall engage in any form of Ambush Marketing and nor conduct any activity that conflicts with, infringes upon or impairs the rights of any Commercial Partner.
50. No Ticket Holder shall be entitled to conduct, carry out or cause to be conducted or carried out any promotions, advertising, marketing or other commercial activity in or around the Venue, unless the same has been expressly authorised in writing in advance by PGA European Tour (and a Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or at any time whilst within the Venue).
51. Except in each case with the prior written approval of PGA European Tour, a Ticket Holder shall not whilst in or around the Venue: (a) offer any good(s) or service(s) for sale, including (without limitation) newspapers, periodicals, drinks, food, souvenirs, clothes or other merchandise; or (b) distribute or give away or attempt to distribute or give away any free items or any political, religious, charitable, commercial, advertising or promotional material or other documents.
52. 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.

## **Media & Recordings**

53. Photographs and/or any other recordings of sound made or images taken within the Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private non-commercial and non-promotional purposes only, and in any event not for commercial gain, make or use, broadcast, narrowcast, telecast, transmit, publish, disseminate, reproduce or circulate by any means (including, without limitation, utilising television, radio, satellite, the internet, any wireless service or any other current or future means of format or media), any broadcast, recording, audio, video, photograph, text, data, image, statistic, result, commentary, news report or any other information relating to the Event (in each case in whole or in part) or assist any other person(s) in the conduct of any of such activities.
54. Each Ticket Holder attending the Event irrevocably and unconditionally: (a) consents without compensation to the recording of their voice, image and likeness captured by any means (including, without limitation, audio, visual and audio-visual recordings by television cameras and photographers) whilst present at or about the Venue; (b) agrees to the transmission and use in perpetuity by PGA European Tour, its Commercial Partners and any licensee or assignee of PGA European Tour of their voice, image and likeness captured whilst present at or about the Venue, free of charge, by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies to the fullest extent possible; (c) acknowledges and agrees that PGA European Tour is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound made or images taken within the Venue (including, without limitation, any such recordings made by the Ticket Holder in breach of paragraph 53 of these Conditions), including future rights to such recordings or to any works derived from such recordings; (d) hereby consents, on an irrevocable, worldwide and perpetual basis, to PGA European Tour using, disclosing, reproducing, transmitting, exhibiting, communicating, renting, adapting or publishing anywhere in the world any recordings of sound made or images taken within the Venue (including, without limitation, any such recordings made by the Ticket Holder): (i) in whatever form PGA European Tour thinks fit (including the making of any distortions, additions or alterations to that work or subject matter or any adaptation thereof, or to any part of that work or subject matter or of any such adaptation); and (ii) without making any identification of the Ticket Holder in relation thereto; and (iii) hereby unconditionally and irrevocably assigns to PGA European Tour all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by the Ticket Holder within the Venue. If any such images should feature an individual prominently PGA European Tour will use reasonable efforts to gain the consent of that person before publishing

such images, however, if this is not possible, entry into the Venue shall be deemed consent (and if such person is under 18 years of age, the parent, guardian or responsible adult who is accompanying them into the Venue shall be deemed to have provided consent on their behalf) unless and until PGA European Tour is notified in writing to the contrary.

55. PGA European Tour operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the applicable data protection legislation, PGA European Tour may itself use, or provide information regarding persons to the authorities where it is necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.

## Data

56. The personal data that Ticket Purchasers and other Ticket Holders provide to PGA European Tour, to Official Ticketing Agents and to Authorised Agents will, subject to applicable law, be used, processed, stored, and transferred by PGA European Tour in accordance with the terms of its privacy policy <http://www.europeantour.com/aboutus/privacy/index.html> (the “**Privacy Policy**”). For the avoidance of doubt, such personal data shall not be used by PGA European Tour for marketing purposes unless the Ticket Purchaser (for and on his/her own behalf and/or for his/her Guest(s)) has explicitly opted in to receiving such communications during the Ticket booking/purchasing process.
57. Each Ticket Holder irrevocably and unconditionally consents to the collection, use and insertion into a database by or on behalf of PGA European Tour of personal data provided by the Ticket Purchaser and any other Ticket Holder in accordance with applicable local law for the purposes of implementation of these Conditions, including for administration, communication, enforcement and access control purposes. PGA European Tour may share such personal information as may be generally and reasonably required for the proper and efficient staging of the Event and to give effect to any of its rights in terms of these Conditions. The Ticket Holder can access and/or correct their personal information by written request to PGA European Tour.

## Liability, Waiver and Indemnity

58. None of PGA European Tour, any Official Ticketing Agent, any Authorised Agent, the Venue or any Authorised Person shall be liable for any failure to perform any obligation under these Conditions to the extent that such failure is caused by Force Majeure.
- 59. 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.**

- 60. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PGA EUROPEAN TOUR 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**
- 61. EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD PGA EUROPEAN TOUR, THE OFFICIAL TICKETING AGENTS, THE AUTHORISED AGENTS AND ALL AUTHORISED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS), SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.**

### **Miscellaneous**

62. Nothing in these Conditions affects a Ticket Holder's statutory rights as a consumer.
63. These Conditions have been drafted in the English language. Translations of these Conditions may be made available by Official Ticket Agents. In the case of any conflict or ambiguity between the English version of these Conditions and any translation of them into any other language, the English version of these Conditions will prevail.
64. The Ticket Holder shall not use, alter, copy or otherwise deal with any of the symbols, trade marks, logos and/or intellectual property appearing on a Ticket.
65. PGA European Tour reserves the right to make amendments to these Conditions from time to time at its sole discretion and without notice (including, without limitation, by amending or supplementing the Ground

Regulations). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available on the Tour Website and, upon request, from PGA European Tour.

66. Each of the provisions set out in these Conditions shall be severally enforceable. Notwithstanding that the whole or any part of any provision(s) of these Conditions may be declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, the provision(s) in question (or part thereof, as the case may be) shall be severed to the extent necessary and the other provision(s) of these Conditions and the remainder of the provision(s) in question (as applicable) shall continue in full force and effect.
67. These Conditions (including the Ground Regulations) and the Privacy Policy constitute the entire agreement between PGA European Tour and each Ticket Holder and neither shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of the other in relation to these Conditions which is not expressly set out herein.
68. No failure or delay by PGA European Tour to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right. To the extent that PGA European Tour is prevented or delayed by matters beyond its reasonable control from performing any of its obligation(s) under these Conditions, PGA European Tour (or such third party, as the case may be) shall be relieved of any liability to any Ticket Holder for failure to perform or for delay in performing any such obligation(s).
69. No person who is not party to these Conditions shall have any rights under the Contracts (Rights of Third Parties) Act 1999.
70. These Conditions and any dispute or claim arising out of or in connection with these Conditions (including, without limitation, any dispute or claim relating to non-contractual obligations) will be governed by and interpreted in accordance with English law and any dispute (including, without limitation, any non-contractual dispute or claim) arising from or in connection with these Conditions or a Ticket Holder's attendance at the Event will be submitted to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing, PGA European Tour reserves the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with English law.