

OFFLINE HOSPITALITY TERMS OF USE FOR 2027 RYDER CUP PACKAGES



1. General

- 1.1. These hospitality use terms and conditions ("**Hospitality Terms of Use**") apply in relation to the use of Packages issued by Ryder Cup 2027 Commercial Limited, a limited liability company registered in Ireland (company registration number 761916) whose registered address is c/o EY Law Ireland, Harcourt Centre, Harcourt Street, Dublin 2, Ireland ("**RCCL**").
- 1.2. These Hospitality Terms of Use, together with the Ground Regulations, form part of the Hospitality Terms of Purchase. Before using a Package these Hospitality Terms of Use, the Hospitality Terms of Purchase and the Ground Regulations shall be expressly read and accepted by the relevant Purchaser – for him/her/themselves or in the name and/or on behalf of any Package Holder different from the Purchaser for whom the relevant Package(s) has been purchased – by signing them for acceptance. Failure to accept these Hospitality Terms of Use, the Hospitality Terms of Purchase and the Ground Regulations will result in the relevant Package not being issued. These Hospitality Terms of Use, the Hospitality Terms of Purchase and the Ground Regulations are also available at the following link: www.rydercup.com/2027-terms-and-conditions.
- 1.3. Unless otherwise herein defined, capitalised terms shall bear the meaning ascribed to them in the Hospitality Terms of Purchase.

2. Admission

- 2.1. Tickets and Hospitality Passes require the registration of the Package Holder's details in accordance with the Hospitality Terms of Purchase.
- 2.2. Admission to the Venue, and/or Hospitality Areas will only be authorised upon presentation of a valid Ticket and/or a Hospitality Pass.
- 2.3. Admission to the Venue and/or Hospitality Areas will be permitted during the hours, and access shall be given to the areas, specified on the Ticket and/or Hospitality Pass or as published or otherwise indicated on the Website from time to time.
- 2.4. The Package Holders must show their Tickets and/or Hospitality Passes immediately upon request of any person authorised by RCCL, including RCCL's and Venue staff, contractors, officials, representatives, officers, volunteers, stewards and/or other security personnel, police officers and/or emergency or military services (each an "**Authorised Person**"). Failure to show the Ticket, and/or Hospitality Pass upon request of an Authorised Person may result in the relevant Package Holder being denied access into and/or removed the Venue and/or Hospitality Areas.
- 2.5. Each Ticket enables the relevant Package Holder to access the Venue only once. Therefore, unless otherwise permitted by an Authorised Person, a Package Holder who exits the Venue will not be re-admitted.
- 2.6. Except as otherwise provided for in these Hospitality Terms of Use or in the Hospitality Terms of Purchase, Packages are only valid for the date for which they have been purchased and may not be used to access the Venue, and/or Hospitality Areas on any other date. Except as otherwise provided for in these Hospitality Terms of Use or in the Hospitality Terms of Purchase, in the event that a Package Holder fails, for whatever reason, to use the Package then such Package Holder shall not be entitled to obtain any refund.

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- 2.7. Packages may only be issued by RCCL through the Website in accordance with the Hospitality Terms of Purchase. All Packages, Tickets or Hospitality Passes purchased from persons other than RCCL as well as all Packages, Tickets or Hospitality Passes lost, stolen, duplicated or obtained in violation of the foregoing and/or the Hospitality Terms of Purchase, will be considered invalid and the relevant holders will not be admitted into the Venue and/or the Hospitality Areas.
- 2.8. Any Package Holder 15 years of age or younger at the time of his/her/their entry into the Venue and/or Hospitality Areas (a “**Minor**”) must have his/her/their own valid Ticket and/or Hospitality Pass and be accompanied by and under the responsibility of an adult in possession of a valid Ticket and/or Hospitality Pass (a “**Guardian**”). Access to areas at the Venue where alcoholic beverages will be served is subject to all applicable licensing laws. A Guardian shall ensure that a Minor shall be compliant with these Hospitality Terms of Use and the Ground Regulations at all material times. Failure to do so may result in the relevant Minor and Guardian being refused admission to and/or removed from the Venue and/or Hospitality Areas.
- 2.9. RCCL may refuse admission to or remove from the Venue and/or Hospitality Area any Package Holder who:
- (a) fails to produce, upon request of any Authorised Person, a valid Ticket, Hospitality Pass and/or proof of identity or age;
 - (b) is in breach of any provision of these Hospitality Terms of Use and/or the Ground Regulations;
 - (c) fails to comply with the instructions given for safety, security, organisational or operational reasons by any Authorised Person;
 - (d) is under 16 years of age and does not satisfy the requirements provided for under clause 2.8 above;
 - (e) disturbs the course of the Event or impairs the safety of persons or the security of goods present at the Venue and/or in a Hospitality Area;
 - (f) 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;
 - (g) enters any area within the Venue and/or Hospitality Areas where he/she/they are not permitted to access;
 - (h) is in possession of a Prohibited Item (as defined in the Ground Regulations); and/or
 - (i) is the subject of any judicial or administrative measure prohibiting him/her/them from entering into or being in the vicinity of a venue in which a sporting event is taking place.
- 2.10. The Ground Regulations contain a detailed list of prohibited items and behaviours. All Package Holders shall fully comply with any and all restrictions contained in these Hospitality Terms of Use and in the Ground Regulations, and any breach of the foregoing may result in the Package Holder being denied access to or being removed from the Venue and/or Hospitality Area.
- 2.11. Prohibited Items (as defined in the Ground Regulations) will not be permitted within the Venue. Accordingly, any Authorised Persons may remove any Package Holder(s) in possession of any Prohibited Item from the Venue or surrender the same, should he/she/they wish to enter or remain within the Venue.
- 2.12. Package Holders may be subject to controls, searches and inspections before being granted access to the Venue and/or Hospitality Areas. The Package Holders may be invited to present for inspection items and/or bags they are carrying. Package Holders who refuse to be subject to such controls, searches and inspections may be denied access to the Venue and/or Hospitality Areas or removed from the Venue and/or Hospitality Areas.

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2.13. Save for guide dogs, no other pets and/or animals shall be permitted within the Venue.

2.14. In the event of play being extended to the following Monday, Tickets and Hospitality Passes (but excluding the Hospitality Passes related to Hospitality Services which imply food/drink consumption) for the Sunday shall be valid for the extra day's play.

3. Assignment of Packages

3.1. Packages may only be gifted from a Purchaser to a Package Holder and using the online platform available on the Website and/or the App and/or as otherwise provided and directed by RCCL. A Purchaser may revoke any such gift at any time. A Package Holder is required to accept separate terms and conditions before they can accept any such gift.

3.2. Packages must not be:

- (a) transferred by any means to any person for any purpose whatsoever except as expressly provided in these Hospitality Terms of Use;
- (b) offered for sale (including without limitations on any website other than the Website), sold, assigned and/or used in the course of any business or otherwise for a profit and/or commercial purposes;
- (c) offered for sale, sold, assigned and/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 (e.g. by combining any package with flights, hospitality or accommodation) unless so offered, assigned and/or used by or under the prior written authorisation of RCCL;
- (d) transferred or sold for a price exceeding the original sale price unless the proceeds of that sale are used only for the purpose of funding the activities of a charitable organisation or amateur sports club, and that purpose has been given prior written authorisation by RCCL.

3.3. Any Package offered for sale, sold, transferred, assigned or otherwise used in material breach of these Hospitality Terms of Use may be cancelled at any time. Furthermore, Package Holder(s) found with a Package (or any item included therein) held in violation of the above rules may be denied access to the Venue and/or Hospitality Areas or removed from the Venue and/or Hospitality Areas.

4. Unauthorised Sale and Behaviour

4.1. Unless transferred in accordance with clause 3.1 of these Terms of Use, the unauthorized offering for sale and/or sale of Packages or parts thereof (including Tickets and Hospitality Passes) ("**Unauthorized Sale**") is strictly prohibited.

4.2. The Package Holder(s) shall not engage in any form of Unauthorized Sale (as defined above) and shall not conduct any activity that conflicts with, impairs or infringes the rights of any commercial partner of RCCL and/or the Event. The Package Holder who, directly or indirectly, engages in Unauthorized Sale activities may have his/her/their Package cancelled and may be denied access to the Venue and/or Hospitality Areas or removed from the Venue and/or Hospitality Areas.

4.3. The Package Holder(s) shall not use, copy or otherwise employ for commercial purposes any of the trademarks, logos, trade names, slogans or other intellectual property of RCCL or of any company affiliated with RCCL. The Package Holder who fails to comply with this provision may have his/her/their Package cancelled and be denied access to the Venue and/or Hospitality Areas or removed from the Venue and/or Hospitality Areas.

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- 4.4. Whilst attending the Event, the Package Holder shall at all times comply with all applicable laws, rules, signs, safety announcements and Authorised Persons' instructions as well as with the Ground Regulations. The Package Holder who fails to comply with the provisions of this clause 4.4 may have his/her/their Package cancelled and be denied access to the Venue and/or Hospitality Areas or removed from the Venue and/or Hospitality Areas.

5. Etiquette and Merchandise

- 5.1. The Package Holder(s) shall maintain a good and orderly behaviour whilst in the Hospitality Areas. RCCL reserves the right to deny access to and/or remove from the Hospitality Areas all Package Holders who, in RCCL's reasonable opinion, behave in a loud, disorderly, unruly, abusive or otherwise unreasonable or antisocial manner or anyhow cause disruption to the Event, or distress, damage or annoyance to others (including without limitation spectators, Event participants or RCCL's or Venue's staff).
- 5.2. RCCL reserve the right to deny access to and/or remove from the Hospitality Areas all Package Holders wearing inappropriate items of clothing and/or footwear.
- 5.3. No merchandise shall be distributed at the Venue by any Package Holder without the prior written approval of RCCL, which approval must be sought at least one month prior to the commencement of the Event. Any approved distribution of merchandise shall be in accordance with the terms of the relevant written approval from RCCL.

6. Recordings

- 6.1. RCCL is and shall remain at all times the exclusive owner of all image rights related to the Event.
- 6.2. Photographs and/or other recordings of sound and/or images taken by Package Holders within the Venue and/or Hospitality Areas may be used for personal, private, non-commercial purposes only. Accordingly, the Package Holder(s) shall be entitled to share or otherwise disseminate (but expressly excluding by way of live streaming) photographs and/or other recordings of sound and/or images via the social media or equivalent platforms for non-commercial purposes to share the Package Holder's experience ("**Non-Commercial Use**"). Non-Commercial Use shall at all times comply with the applicable laws and these Hospitality Terms of Use and be performed in such a way as to respect the image and reputation of RCCL, the Event and any person participating in the Event. 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. RCCL reserves the right to prohibit all recordings of images or audio on match days.
- 6.3. RCCL reserves the right to install and operate close-circuit TVs ("**CCTV**") within the Venue and/or Hospitality Areas for safety reasons. Furthermore, RCCL informs the Package Holder(s) that it and its staff may perform video, audio and photographic recordings of the Event and its attendees.

The Package Holder may be photographed and/or filmed and/or otherwise recorded by RCCL, its partners and/or any third parties authorised by RCCL as well as by any media operators (including but not limited to television, newspaper, internet and radio). The Package Holder acknowledges and gives his/her/their consent to be photographed, filmed and/or otherwise recorded, whilst attending the Event, by RCCL, its

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staff and/or any authorised third parties and/or any media operators, through any means of recording currently available or which may be invented in the future. The Package Holder acknowledges and consents to the inclusion of his/her image and/or voice in recordings (the “**Recordings**”) to be reproduced and/or otherwise disseminated through any means currently available or which may be invented in the future, including without limitation through television, radio, or RCCL’s social media accounts. The Package Holder expressly consents to RCCL’s publication and dissemination, through any means currently available or which may be invented in the future, and without limits of time, of the Package Holder’s image and voice eventually contained in the Recordings, and declares not to have any claim of whatsoever nature in relation to the foregoing and to irrevocably give up any and all claims of economic nature which may arise out of or in connection with the publication and/or dissemination of his/her image and voice.

- 6.4. RCCL reserves the right to restrict the use of any mobile phones, cameras, computers and/or other electronic equipment within the Venue and/or Hospitality Areas.

7. Refunds

- 7.1. The number of people admitted to the Venue and/or who can benefit from a Hospitality Service and/or have access to a Hospitality Area may be reduced by RCCL with respect to the number of Packages/Hospitality Passes sold for reasons outside the control of RCCL (including without limitation due to new restrictions imposed by Public Authorities and/or international or other sport authorities and/or in order to contain the spread of any transmissible or infectious disease). In such circumstances, RCCL reserves the right to cancel Packages, Tickets and/or Hospitality Passes and will do so in chronological order based on the moment of purchase (from the latest to the oldest). Cancelled Packages, Tickets and/or Hospitality Passes will be refunded to the relevant Purchaser in compliance with the applicable laws. Unless RCCL provides otherwise, refund requests shall be submitted to the contact details set out at clause 12 (Customer Service) within 15 days of the later of: (i) completion of the Event; and (ii) any communication from RCCL giving rise to the right to a refund. No other rights are attributed to the Package Holder or the Purchaser other than the refund of the amount paid for the Package/relevant Hospitality Pass where RCCL is required to reduce the number of people in accordance with this clause 7.1.
- 7.2. In the event that a Purchaser and/or Package Holder is prevented from accessing the relevant Hospitality Area for: (i) the entire duration of day purchased (and not part only), then the Purchaser(s) shall be entitled to a refund of the Package’s full price, including any applicable charges, commissions or expenses; or (ii) part of a day purchased, the Purchaser(s) shall be entitled to a partial refund of the Ticket’s price, including any applicable charges, commissions or expenses, corresponding to the portion of the day during which access was prevented. Unless RCCL declares otherwise, refund requests shall be submitted to the contact details set out at clause 12 (Customer Service) within 15 days of the later of: (i) completion of the Event; and (ii) any communication from RCCL giving rise to the right to a refund. In the circumstances covered by this clause. In the circumstances covered by this clause. no other rights are attributed to the Package Holder or the Purchaser except for the right to obtain the refund of the amount paid for the Ticket or, as the case may be, the partial refund of the Ticket indicated above where a Purchaser and/or Package Holder is prevented from accessing the relevant Hospitality Area in accordance with this clause 7.2.
- 7.3. In case a Hospitality Service is cancelled in full, then the Purchaser(s) shall be entitled to a refund of the price paid for such cancelled Hospitality Service, including any applicable charges, commissions or expenses. In case a Hospitality Service is partially cancelled, then the Purchaser(s) shall be entitled to a partial refund of the price paid for such cancelled Hospitality Service, including any applicable charges, commissions or expenses, corresponding to the portion of the Hospitality Service subject to cancellation. Unless RCCL declares otherwise, refund requests shall be submitted to the contact details set out at clause

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- 12 (Customer Service) within 15 days of the later of: (i) completion of the Event; and (ii) any communication from RCCL giving rise to the right to a refund. In the circumstances covered by this clause, no other rights are attributed to the Package Holder or the Purchaser except for the right to obtain the refund of the amount paid for the Hospitality Service(s) or, as the case may be, the partial refund of the Hospitality Service(s) indicated above where a Hospitality Service is cancelled in full or partially in accordance with this clause 7.3.
- 7.4. If the Event is postponed to different dates, the Purchaser(s)/Package Holder(s) will be offered a Package (based on availability) for the new dates with a value equal to and inclusive of the Hospitality Services included in the originally-purchased Package. In the event that the Package Holder(s) is not able to attend the Event on the new dates, the Purchaser shall be entitled to a refund of the Package's full price, including any applicable charges, commissions or expenses. Any such refund request must be submitted to the contact details set out at clause 12 (Customer Service) within 15 days of the date of any such announcement by RCCL. If no refund request is received by Customer Service within such 15 day deadline, then the Package for the announced dates will be confirmed and the Purchaser will not be entitled to request any refund as a consequence of such postponement.
- 7.5. In case the Ryder Cup 2027 has to be staged in a venue other than the Venue, the Purchaser(s)/ Package Holder(s) will be offered a Package for the new venue with a value equal to the originally-purchased Packages. The provision of the replacement Package will be subject to the capacity of the new venue and related areas dedicated to the Hospitality Services. In the event the new venue has a smaller capacity than the Venue, then RCCL will be entitled to cancel Packages, Tickets and/or Hospitality Passes in the manner set out in clause 7.1 of these Hospitality Terms of Use. In the event that the venue is moved to a county different than the one where the Venue is located, and the Package Holder(s) cannot attend the Event at the new venue, the Purchaser shall be entitled to a refund of the Package's full price including any applicable charges, commissions or expenses. In the event that the venue is moved within the same county where the Venue is located, no refund shall be due. Any such refund request must be submitted to the contact details set out at clause 12 (Customer Service) within 15 days of the date of any such announcement by RCCL. If no refund request is received by Customer Service within such 15 day deadline, then the Package for the announced dates will be confirmed and the Purchaser will not be entitled to request any refund as a consequence of such change of Venue.
- 7.6. While RCCL will use its best endeavours to ensure that the purchased Hospitality Services are provided as indicated on the Website and/or as otherwise agreed between RCCL and the Purchaser, it reserves the right to modify the features of the Hospitality Services for security, health, operational or any other reasons outside of its control. In the event that such modifications are material, the Purchaser shall be entitled to obtain a proportionate refund of the relevant Hospitality Service's purchase price including any applicable charges, commissions or expenses. Unless RCCL declares otherwise, refund requests shall be submitted to the contact details set out at clause 12 (Customer Service) within 15 days of communication from RCCL in respect of such modification. In the circumstances covered by this clause, If no such refund request is received by the Customer Service within the abovementioned deadline, then the so-modified Hospitality Service(s) will be confirmed, and the relevant Purchaser will not be entitled to request any refund as a consequence of such modification. The Purchaser acknowledges and confirms that the refund and/or confirmation of the modified Hospitality Service(s) shall finally settle all claims in respect to the modification of the Hospitality Service(s) and that no other rights are attributed to the Purchaser except for the right to obtain a refund.
- 7.7. For technical, -organisational and/or meteorological reasons, the Event activities due to take place on a given Event date may take place on different hours (but on the same date) than those originally scheduled.

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In such case, the Purchaser(s)/Package Holder(s) shall not be entitled to obtain any Package refunds nor the substitution of the Package(s).

- 7.8. Unless agreed otherwise, any refunds granted will be credited by means of the payment method used by the Purchaser when purchasing the relevant Tickets and/or Hospitality Passes.
- 7.9. Except as otherwise expressly provided for in these Hospitality Terms of Use or by the applicable laws, Packages may not be refunded and/or changed after their purchase.

8. Limitation of Liability and Indemnity – Package Holders

Subject always to clause 8.6:

- 8.1. RCCL shall not be liable for foreseeable or unforeseeable losses of any kind, suffered by any Package Holder in connection with the services provided by third parties at the Event, save for direct foreseeable damages caused by RCCL's acts or omissions. Unforeseeable losses are losses that are unexpected, and it was not obvious that they would arise, and there was nothing the Package Holder said to RCCL before entering these Hospitality Terms of Use that meant that RCCL should have expected them to arise.
- 8.2. RCCL shall not be liable for foreseeable or unforeseeable losses of any kind suffered by any Purchaser and/or Package Holder due to accidents or torts occurring during the Event, except where the same are caused by RCCL's duly proven negligence or wilful misconduct.
- 8.3. RCCL shall not be liable for foreseeable or unforeseeable loss suffered by any Purchaser and/or Package Holder due to acts or omissions on the part of any of RCCL's suppliers, subcontractors or agents, except to the extent where RCCL has direct control over such supplier, subcontractor or agent
- 8.4. **Force Majeure:** RCCL shall not be liable for foreseeable or unforeseeable losses, suffered by any Package Holder due to RCCL's failures to comply with its obligations hereunder or arising under the Hospitality Terms of Use and/or the Ground Regulations which are the consequence of adverse weather or other natural causes, government actions, strikes, civil commotions, actual or threatened armed conflict, national or local disasters, floods, fires, infrastructure failures, terrorism actions, threats of terrorism, epidemics, restrictions on the Event imposed by law or regulation or by binding instruction of a governmental, State or local authority.
- 8.5. The Package Holder shall indemnify and hold RCCL harmless for any damage suffered by RCCL and/or the Venue and its facilities and for any damage or injury suffered by other persons at the Event which is caused by the Package Holder.
- 8.6. RCCL shall bear no responsibility with regard to any property or personal belongings brought into the Venue by the Package Holder(s).
- 8.7. Nothing in these Terms of Use limits or excludes RCCL's liability where it would be unlawful to do so, such as for death or personal injury to a person arising from RCCL's act or omission, or where the Package is not delivered in conformity with the contract. All parts of this clause 8 are subject to this clause 8.6.

9. Legal

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If any provision of these Hospitality Terms of Use is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the provision shall be amended by RCCL in good faith. In any event, all other provisions shall remain in full force and effect.

10. Amendments

10.1. RCCL reserves the right to unilaterally amend, supplement or replace, in whole or in part, these Hospitality Terms of Use for security, health, operational or other reasons outside of its control.

10.2. Amendments will be effective as from their publication on the Website on the “Hospitality Terms of Use” section. Purchasers/Package Holders are therefore strongly encouraged to refer to the most recent version of these Hospitality Terms of Use before using a Package.

11. Health and Safety

Access to the Venue and/or Hospitality Areas may be subject to such restrictions and/or specific provisions as may from time to time be required by mandatory provisions of law enacted for health and safety reasons. As of today’s date, it is not foreseeable whether there will be any such restrictions for the Event: therefore, RCCL will publish all such restrictions and/or specific provisions on the Website, and the relevant amendments/integrations shall apply automatically to these Hospitality Terms of Use, the Hospitality Terms of Purchase and the Ground Regulations, as the case may be, upon publication on the Website. Therefore, Purchasers/Package Holders are strongly encouraged to refer to the Website for any news regarding the foregoing.

12. Interpretation – Applicable Law – Dispute Resolution

12.1. These Hospitality Terms of Use are governed by and shall be construed in accordance with Irish law. If you are a Consumer within the EEA, you will benefit from any mandatory provisions of the law of the country in which you are resident (including relating to the venue for resolving disputes). Nothing in these Hospitality Terms of Purchase, Hospitality Terms of Use or Ground Regulations, including this paragraph, affects your rights as a Consumer to rely on such mandatory provisions of local law.

12.2. Any dispute arising out of or in connection with these Hospitality Terms of Use and/or any the use of any Package shall be referred to the exclusive jurisdiction of the courts of Ireland. If you are a Consumer, you can bring legal proceedings in respect of any claim arising out of or in connection with this Agreement (including non-contractual disputes) in the competent court of your country of habitual residence if this country of habitual residence is within the UK or the EEA.

13. Customer Service

For any comment, request, issue or complaint, Purchasers and Package Holders may contact RCCL’s customer service (“**Customer Service**”). The Customer Service may be contacted from Monday to Friday between 9.00 and 17.00 Irish time. The Customer Service may be contacted by email at the following address: Rydercuphospitality@rydercup europe.com or by phone using +44 1344 840681.

Executed for acceptance
