

**OFFLINE HOSPITALITY TERMS OF PURCHASE
FOR 2027 RYDER CUP PACKAGES**



1. General

- 1.1. These hospitality purchase terms and conditions (“**Hospitality Terms of Purchase**”) apply in relation to the purchase of Packages (as defined below) issued by Ryder Cup 2027 Commercial Designated Activity Company, a limited liability company registered in Ireland (company registration number 761916) whose registered address is Block 1, Harcourt Centre, Harcourt Street, Dublin 2, Ireland (“**RCC**”).
- 1.2. These Hospitality Terms of Purchase concern the purchase of a Package, composed of (i) a Ticket (as defined below); and (ii) one or more Hospitality Services (as defined below) depending on the selected Package, and purchased pursuant to these Hospitality Terms of Purchase.
- 1.3. RCC offers different types of Packages. Additional details on the specifics/features of each offered Package may be found on the Website (as defined below).
- 1.4. RCC may modify, at its sole discretion, the scope, content and/or format of the offered Packages or offer additional Packages at any time and for any reason. Where any such change relates to a Package already purchased by a Purchaser, RCC shall notify the relevant Purchaser such changes as soon as possible using the contact details provided by the Purchaser upon the purchase, and the Purchaser/Package Holder shall have the right to withdraw according to the Hospitality Terms of Use (as defined below).
- 1.5. These Hospitality Terms of Purchase include the Hospitality Terms of Use and the Ground Regulations (as defined below), which form part of these Hospitality Terms of Purchase. Before executing these Hospitality Terms of Purchase, the Hospitality Terms of Use and the Ground Regulations shall be expressly read and accepted by the Purchaser – for him/her/themself and in the name and/or on behalf of any Package Holders 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 Purchase, the Hospitality Terms of Use, and the Ground Regulations will result in the relevant Package(s) purchase not being finalised. These Hospitality Terms of Purchase, the Hospitality Terms of Use and the Ground Regulations are also available at the following link: www.rydercup.com/2027-terms-and-conditions.

2. Definitions

Unless otherwise defined herein, the following words and phrases shall have the meanings ascribed to them hereunder:

“**Consumer**” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

“**Event**” means the 2027 Ryder Cup.

“**Ground Regulations**” mean the set of rules which, from time to time, govern the access to and use of the Venue and its facilities (including any amendments thereto), which form an integral and essential part of these Hospitality Terms of Purchase along with the Hospitality Terms of Use, and which shall be expressly read and accepted by Purchaser – for him/her/itself and 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. RCC may amend the Ground Regulations from time to time where RCL considers, in its reasonable discretion, such amendments necessary for the safety and security of attendees, for the smooth running of the Event or to effect changes required by applicable third parties such as the property owner, a licensing authority or the police force.

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“Hospitality Area(s)” means the designated areas at the Venue in which the Hospitality Services are to be performed.

“Hospitality Pass” means the digital/electronic pass, purchased by a Purchaser which allows the relevant Package Holder to benefit from the Hospitality Services. Each Hospitality Pass is strictly for personal use and may only be transferred in accordance with the Hospitality Terms of Use.

“Hospitality Services” means the hospitality services provided by RCC at or in connection with the Event.

“Hospitality Terms of Use” mean the terms and conditions which govern the use of all Packages.

“Package” means each of the hospitality packages offered by RCC, comprising: (i) a Ticket, and (ii) one or more Hospitality Services, the details of which shall be set out on the Quotation.

“Package Holder” means a person in possession of a Package and whose name is shown on the Ticket and on the relevant Hospitality Pass(es), whose personal details have been submitted and registered by the Purchaser prior to the commencement of the Event.

“Package Price” means the price agreed for the purchase of the Package, as shall be set out on the quotation accompanying these Hospitality Terms of Purchase.

“Purchaser” means the individual/company/entity who has signed these Hospitality Terms of Purchase and who is registered as the purchaser of a Package(s).

“Quotation” means the quotation accompanying these Hospitality Terms of Purchase;

“Ticket” means the digital/electronic document purchased by a Purchaser and which allows the relevant Package Holder to enter the Venue in order to attend to the Event. The Ticket is strictly for personal use and may only be transferred in accordance with the Hospitality Terms of Use.

“Venue” means the Adare Manor, Adare, County Limerick, Ireland.

“Website” means the Official 2027 Ryder Cup website available at: www.rydercup.com

3. Purchase of Packages

3.1. Packages may only be issued by RCC. All Packages purchased from persons other than RCC or otherwise obtained in violation of these Hospitality Terms of Purchase will be considered invalid/ineffective/void and the relevant holders will not be admitted to the Venue and/or the Hospitality Areas.

3.2. In order to purchase a Package, the Purchaser shall (i) provide the personal details requested by RCC, and (ii) execute these Hospitality Terms of Purchase, the Hospitality Terms of Use and the Ground Regulations.

3.3. In the event that the Purchaser is a business entity, the personal details to be provided shall include: (i) full company name; (ii) registered company number; (iii) registered office address; (iv) VAT number (where applicable); (v) authorised representative’s full name and surname, contact telephone number and contact email address.

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- 3.4. The Package may be purchased both by Consumers and/or persons which do not qualify as Consumers. The purchase of Packages by Consumers are limited to individuals who are at least 18 years of age.
- 3.5. The purchase of a Package is deemed to be completed and effective once the payment of the relevant Package Price, plus applicable taxes, is received in full cleared funds by RCC.
- 3.6. In the event that a Purchaser purchases one or more Packages for Package Holders other than him/her/themself, he/she/they shall accept these Hospitality Terms of Purchase, the Hospitality Terms of Use and the Ground Regulations in the name and/or on behalf of each Package Holder for whom such Packages have been purchased as if these documents were accepted by such Package Holder(s) themselves. The Purchaser shall also be responsible for ensuring all Package Holders for whom the Packages are purchased comply with these Hospitality Terms of Purchase, the Hospitality Terms of Use and the Ground Regulations and shall be jointly and severally liable with such Package Holders for any breach of these Hospitality Terms of Purchase, the Hospitality Terms of Use and the Ground Regulations.

4. Price and Payment

- 4.1. The Package Price has been agreed by and between RCC and the Purchaser. The Package Price is exclusive of any applicable taxes (including VAT).
- 4.2. Unless the Quotation provides otherwise, the Package Price, plus any applicable taxes (including VAT), shall be paid in full to RCC within 28 days from the execution of these Hospitality Terms of Purchase. In the event that the Package Price, and applicable taxes, is not paid in accordance with this Clause 4.2 (or the timeline set out in the Quotation), RCC shall be free to terminate the purchase of the relevant Package(s) and refund to the Purchaser any monies already received in respect of the relevant Package at the date of such termination, up to 30% of the Purchase Price. The Purchaser acknowledges that the retention by RCC of monies already paid towards the Purchase Price is to compensate RCC for the estimated loss RCC will likely incur due to the Purchaser failing to abide by the terms of this Agreement and complete the Purchase, and the additional costs to RCC of procuring an alternative purchaser for the Package. If RCC succeeds in reselling the Package to an alternative purchaser, RCC will refund to the Purchaser the retained monies less 5% of the Purchase Price as an administrative fee (reflecting the additional costs to RCC of procuring an alternative purchaser and managing the consequences of the Purchaser having failed to comply with this Agreement). The Purchaser acknowledges that having regard to the nature and circumstances of the Event, the retention of the above stated portion of the Purchase Price is a reasonable and proportionate sum in compensation for the loss and damage that will likely be suffered by RCC.
- 4.3. The Package Price, plus any applicable taxes (including VAT), shall be paid, exclusively by wire transfer, to RCC's bank account the details of which are as set out on the relevant invoice(s).

5. Issuance and Delivery of Tickets and Hospitality Passes

- 5.1. Each Package includes a Ticket (which grants access to the Venue) and, based on the purchased Package, one or more Hospitality Passes.
- 5.2. Subject to section 5.5, Tickets and Hospitality Passes will be issued exclusively in electronic/digital form.
- 5.3. The Tickets and Hospitality Passes will be issued following receipt by RCC of the full payment of the Package Price, and applicable taxes, and may be delivered via the "Ryder Cup 2027" official mobile application ("App") no later than 31 August 2027. Download of the App will also be made available through the Apple

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Store and the Play Store. Access to and use of the App is subject to registration of a user account and related personal credentials.

- 5.4. At least one month prior to the commencement of the Event, the Purchaser shall provide, through the online platform available on the Website or through the App or in any other manner agreed between RCC and the Purchaser (for him/her/themself and in the name and/or on behalf of the eventual Package Holder(s) for whom the Package(s) have been purchased), personal data relating to all Package Holders (including him/her/themself, where applicable) for whom the Package(s) has been purchased (including children between 6 and 18 years of age, but in relation to whom only a limited amount of personal data may be required). Such personal data may include (but may not be limited to) the name, address, date of birth, place of birth, nationality, and email address. RCC shall be entitled to process and share such personal data with its ticketing services supplier, ticketing fulfilment provider, the police, security services and/or local authorities for the administration of the Package and the safety and security of the Event. The details of the Package Holders provided by the Purchaser shall match with the Package Holders' identification documents to be shown upon entrance into the Venue and/or Hospitality Areas (as the case may be), and the Purchaser shall be responsible for ensuring the accuracy of all information provided. The provision of wrong or incomplete details may result in the relevant Package Holder being denied access to the Venue and/or Hospitality Area (as the case may be) without any liability of RCC towards such Package Holder and/or the relevant Purchaser. Without prejudice to the foregoing, in the event that the personal data provided during the purchase of one or more Packages is incomplete, has been incorrectly uploaded or does not otherwise comply with RCC's instructions, RCC reserves the right to require, at its sole discretion, the Purchaser to re-submit such data or submit such additional data as may be necessary within a reasonable deadline. **If the deadline passes without the Purchaser having complied with RCC's request, then RCC reserves the right to cancel the relevant Package(s) without further notice.**
- 5.5. In the event that: (i) a Package Holder does not have a mobile device, (ii) a Package Holder's mobile device is not compatible with the App, or (iii) the physical conditions of a Package Holder's mobile device do not allow the relevant Ticket and/or Hospitality Pass to be correctly read and registered (e.g. in case of broken screen), such Package Holder shall contact Customer Service on the details set out below at least 5 days before commencement of the Event. Failure to do so may result in the relevant Package Holder not being admitted to the Venue and/or not being able to benefit from the purchased Hospitality Services.
- 5.6. All sales of Packages are final. No changes, cancellations, reimbursements, refunds, revocations, suspensions, cancellations, withdrawals, or exchanges of any Package will be permitted, except as specifically set out in these Hospitality Terms of Purchase or in the Hospitality Terms of Use or as from time to time authorised and facilitated by RCC in its sole discretion.

6. Right to Withdraw – Exclusion

Except as otherwise provided in these Hospitality Terms of Purchase or in the Hospitality Terms of Use, the Purchaser shall not be entitled to withdraw from the Package purchase agreement.

7. Limitation of Liability – Force Majeure – Rights of RCC and Purchasers

- 7.1. Nothing in these Terms of Purchase limits or excludes RCC's liability where it would be unlawful to do so, such as for death or personal injury to a Consumer arising from RCC's act or omission, or where the Package is not delivered in conformity with the contract. The remainder of this clause 7 is subject to this clause 7.1.

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- 7.2. RCC shall not be liable for foreseeable or unforeseeable losses of any kind, suffered by any Purchaser and/or Package Holder in connection with the services provided by third parties at the Event, save for foreseeable damages caused by RCC's duly proven negligence or wilful misconduct. Unforeseeable losses are losses that are unexpected, and it was not obvious that they would arise, and there was nothing the Purchaser or Package Holder said to RCC before entering these Hospitality Terms of Purchase that meant that RCC should have expected them to arise.
- 7.3. RCC 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: (i) RCC's acts or omissions in the case of Purchaser and/or Package Holders that are Consumers; or (ii) RCC's duly proven negligence or wilful misconduct in the case of Purchaser and/or Package Holders that are not Consumers.
- 7.4. RCC 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 RCC's suppliers, subcontractors or agents, except to the extent where RCC has direct control over such supplier, subcontractor or agent.
- 7.5. **Force Majeure:** RCC shall not be liable for foreseeable or unforeseeable loss, suffered by any Purchaser and/or Package Holder due to RCC'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, or restrictions on the Event imposed by law or regulation or by binding instruction of a governmental, State or local authority.
- 7.6. The Purchaser shall indemnify and hold RCC harmless of any damage suffered by RCC 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 Purchaser and/or the Package Holder.
- 7.7. RCC shall bear no responsibility with regard to any property or personal belongings brought into the Venue by the Purchaser(s)/Package Holder(s).

8. Legal

- 8.1. Purchaser and Package Holder(s) personal data collected by RCC pursuant to these Hospitality Terms of Purchase, the Hospitality Terms of Use or otherwise in relation to the purchase and use of the Packages (or of any item included therein) will be processed by RCC in its capacity as data controller as provided under the Privacy Policy (available at the following link: <https://www.rydercup.com/privacy-policy>). Collection, use and processing of personal data will be performed in compliance with the EU Regulation no. 2016/679 and all other applicable laws. The Purchaser hereby expressly authorises RCC, for him/her/themself and in the name and/or on behalf of all Package Holder(s) for whom the Package(s) has been purchased, to collect and process such personal data in accordance with the aforementioned Privacy Policy.
- 8.2. These Hospitality Terms of Purchase, the Hospitality Terms of Use and the Ground Regulations supersede any and all prior proposal, assurance, agreement, understanding and/or arrangement, whether oral or written, between RCC and the Purchaser/Package Holder in relation to the subject matter thereof, provided that nothing in this clause excludes RCC's liability to a Purchaser who is a Consumer for conformity of the Hospitality Package with the Hospitality Terms of Purchase or as required by the Consumer Rights Act 2022..

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

9. Interpretation – Applicable Law – Dispute Resolution

9.1. These Hospitality Terms of Purchase 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.

9.2. Any dispute arising out of or in connection with these Hospitality Terms of Purchase and/or any Package purchase and/or any sale made by RCC 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.

10. Customer Service

For any comment, request, issue or complaint, Purchasers and Package Holders may contact RCC'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@rydercupeurope.com. Purchasers and Package Holders may also contact RCC by telephone at +44 1344 840681.

Executed for acceptance
