The Amateur Championship Ticket Terms and Conditions

These Ticket Terms and Conditions set out the terms and conditions that apply between (i) you as a purchaser of tickets for The 127th Amateur Championship in 2022 at Royal Lytham & St Annes Golf Club ("**The Amateur Championship**") and, where you are not the purchaser of tickets for The Amateur Championship, to you as a holder of a ticket for The Amateur Championship (referred to as "**you**" or "**your**") and (ii) us, R&A Championships Limited, a company registered in Scotland under company number SC247047 and having its registered office at Beach House, Golf Place, St Andrews, Fife KY16 9JA ("**The R&A**", "**we**" or "**us**"). By attending The Amateur Championship you will be deemed to have accepted these Ticket Terms and Conditions.

SECTION 1: TERMS AND CONDITIONS OF PURCHASE

A. Buying Tickets

- 1. Subject always to availability, tickets can be purchased in the following ways:
 - (a) At the entry gate of The Amateur Championship on such days of The Amateur Championship as we may allow ("In Person Sales"); and
 - (b) On our Eventbrite page at <u>www.eventbrite.co.uk/myevent?eid=319403503477</u> ("Internet Sales");
- 2. We offer three categories of ticket based on age. These categories and the eligibility requirements for these tickets are as follows:

Ticket Category	Eligibility
Adult	25 years of age or over on 13 June 2022
Youth (16-24 years)	The ticket holder must be under 25 years of age on 13 June 2022
Junior (under 16 years)	The ticket holder must be under 16 years of age on 13 June 2022

3. Adult and/or Youth tickets can be purchased either as Daily tickets (which permit entry into any 1 Championship day) or Season tickets (which permit entry into all 6 of the Championship days).

Junior Tickets

- 4. Children under 16 years of age on 13 June 2022 cannot attend The Amateur Championship unless accompanied by a responsible adult over the age of 18 who holds a valid course admission ticket (Adult or Youth (16-24 years)). Children under 16 years of age on the above date must have a Junior ticket.
- 5. A Junior who arrives at The Amateur Championship without a pre-booked Junior ticket, but who is accompanied by a responsible adult who holds or purchases a valid course admission ticket (Adult or Youth (16-24 years)), will be admitted on the day provided that (i) tickets for that day of The Amateur Championship have not sold out, and (ii) the Junior ticket is collected from the Ticket Sales and Collection point at The Amateur Championship.

General

- 6. Your purchase of tickets will be completed when we deliver the tickets to you. Tickets purchased on our Eventbrite page will be delivered by the Eventbrite tickets system as a PDF, via email. Tickets purchased at the entry gate to The Amateur Championship will be handed out in person.
- 7. The R&A reserves the right to choose to accept or reject your order whether for all or any number of the tickets requested. In the case of an order being rejected in whole or in part, you will be notified as soon as reasonably practicable. Except in relation to In Person Sales, such notification may not be received until we have had an opportunity to complete all pre-despatch ticket checks. Our failure to notify you of the rejection of your order in whole or in part does not mean that your order has been accepted.
- 8. The R&A will accept no responsibility for, or offer any refunds for, loss arising as a result of any incorrect information provided by you at the time of purchase, unless this is due to our error.
- 9. If tickets ordered by you become unavailable for any reason then we will inform you of this. We reserve the right to complete the transaction by issuing part of the total order, or to cancel it completely. In either event, you will be refunded for any ticket(s) ordered but not received and this will be the only liability that we have to you.

B. Refunds

Cancellation of your order

1. If, after you have placed your order, you wish to withdraw or cancel your order then you should inform us as soon as possible after your purchase. We may at our sole discretion provide a refund providing you have informed us of your desire to withdraw or cancel your order no later than 10 June 2022. You will not be entitled to cancel your order or be entitled to a refund after 10 June 2022. If you withdraw or cancel your order within these timeframes, we shall reimburse the payment made by you within 60 days of receiving: (i) your notification that you wish to cancel your order, and (ii) where ticket(s) have been despatched to you, the unused ticket(s). Return of the ticket(s) to us is at your own cost and you will be responsible for the returned ticket(s) during transit.

Suspended play or cancellation during The Amateur Championship

Total Hours Course Available for Play

2. If The Amateur Championship is cancelled after its commencement or play on the day(s) to which your Daily ticket relates (including any Daily Car Park ticket) is suspended, you shall be entitled to a refund of the cost of the ticket(s) (excluding any postage or packaging) based on the following criteria:

Total Hours Course Available for Flay		
Zero	= 100% refund in respect of that day's ticket of	cost
less than 5 hours	= 50% refund in respect of that day's ticket co	ost

Refund Due

3. If the course is open and available for play for 5 hours or more on a day, no refund shall be due in respect of that day. In calculating the number of hours that the course is open and available for

play on a particular day, each day will be considered to have commenced when play begins that day and will end when play finishes for the day.

- 4. Refunds due to cancellation or suspension of play during The Amateur Championship do not apply to Season tickets.
- 5. For the purpose of calculating refunds under paragraph B.2 above, the number of hours the course is open and available for play will be timed by The R&A Rules Department and its decision on timings shall be final. Information on this decision will be put on our website (<u>www.randa.org</u>). This right of refund for cancellation of play lasts for four months after The Amateur Championship has ended.

Postponement prior to The Amateur Championship

6. In the event The Amateur Championship is postponed prior to its commencement and such postponement results in The Amateur Championship being held at Royal Lytham & St Annes Golf Club at a later date than scheduled, The R&A will honour tickets for the re-scheduled dates of The Amateur Championship. If you do not wish to attend The Amateur Championship on such rescheduled dates you must notify The R&A in writing of that fact as soon as possible. Upon receipt of such notification, The R&A may elect at its sole discretion to refund you for the cost of your ticket(s). Refunds will be available in accordance with the refund process communicated by The R&A following the date of postponement.

Cancellation prior to The Amateur Championship and Staging Behind Closed Doors

7. In the event The Amateur Championship is cancelled prior to its commencement and such cancellation results in The Amateur Championship being held at a venue other than Royal Lytham & St Annes Golf Club, or in the event that The Amateur Championship is staged at Royal Lytham & St Annes Golf Club behind closed doors with no public attendance, you will be entitled to a full refund for the cost of your ticket(s). Refunds will be available in accordance with the refund process communicated by The R&A following the date of cancellation or our decision to stage The Amateur Championship behind closed doors, as appropriate.

Reduced Spectator Numbers

8. In the event that, due to health and safety reasons, we can only admit a limited number of spectators to The Amateur Championship, The R&A may cancel your ticket(s). If we cancel your ticket(s) in such circumstances, you will be entitled to a full refund for the cost of your ticket(s) in accordance with the refund process communicated by The R&A following the date of our decision. The R&A has absolute and sole discretion as to which tickets to cancel in a reduced capacity scenario.

General

9. You have no rights in the event of cancellation or postponement of The Amateur Championship, or suspension of play, or in the event that The Amateur Championship is staged behind closed doors or with reduced spectator numbers other than a refund for the ticket (excluding the cost of any postage or packaging) calculated in accordance with paragraphs B.2 or payable pursuant to

paragraphs B.6, B.7 and B.8. If you purchase a Daily ticket for play on a Saturday, this does not guarantee that Saturday's play will be the final day of The Amateur Championship.

- 10. Where you are requesting a refund due to cancellation or suspension of play and have purchased your ticket(s) on our Eventbrite page, please apply for your refund via the Eventbrite page and provide your full name, email address, contact address, contact telephone number and attach a scanned copy of your ticket as proof of purchase. Alternatively, you can write to The R&A at the address given at paragraph I.6 below, enclosing the above details and your original ticket(s) as proof of purchase.
- 11. The R&A shall retain ownership of all tickets issued to you under these Ticket Terms and Conditions, and your tickets may be recalled by The R&A at any time. Where such a recall takes place, The R&A will issue a full refund to you or provide replacement tickets.

C. Payment

- 1. Prices quoted are in Pounds Sterling and are inclusive of applicable VAT (VAT Registration Number: 827 8424 04).
- 2. For In Person Sales, payment in full must be made at the time you order the tickets in accordance with paragraph C.4 below.
- 3. For Internet Sales, payment in full must be made prior to despatch of the ticket(s) in accordance with paragraph C.4 below.
- 4. We will process an order where payment is made using MasterCard® or Visa®. We will also accept cash payments for In Person Sales. If your payment is rejected, then we will notify you and your order will not be fulfilled and we have the discretion not to fulfil or process any other order received from you.
- 5. The R&A shall not be responsible for any exchange rates, fees or charges levied by your bank or payment card provider.

SECTION 2: GENERAL TERMS AND CONDITIONS

D. Our Liability to You

- If we are in breach of these Ticket Terms and Conditions, we will not be responsible for any losses that you suffer as a result, unless the losses are a foreseeable consequence of the breach. Loss or damage is foreseeable if either it is obvious that it will happen or where it could be contemplated by you and us at the time you purchased your tickets.
- The R&A will not be responsible for paying any compensation to you for any loss or damage to property incurred at The Amateur Championship, unless the loss or damage was suffered as a result of our negligence or other breach of duty.
- 3. Nothing in these Ticket Terms and Conditions shall limit any rights you may have which are not capable of being lawfully excluded or limited, nor shall these Ticket Terms and Conditions

exclude or restrict our liability to you for any death or personal injury resulting from our negligence or breach of duty.

E. Your Safety

- 1. Whilst The R&A is committed to ensuring that proper safety precautions are in place to try to prevent injury to spectators, you acknowledge the risk of injury whilst attending The Amateur Championship, despite such precautions being taken, including the risk of contracting COVID-19 or any other communicable disease and being struck by a golf ball, and you agree that you are assuming all risk and danger arising from your attendance at The Amateur Championship. The R&A will not be responsible for paying any compensation to you for any injury, loss or damage suffered by you at The Amateur Championship unless this injury, loss or damage was suffered as a result of our negligence or other breach of duty.
- 2. You should be alert at all times to the golf being played in your vicinity including the direction of play, any instructions from marshals (e.g. flags advising of the direction in which a player's shot has been struck) and any warnings issued on the course (e.g. a warning shout of "Fore") to try to prevent injury to you.
- 3. We reserve the right to impose health and safety related protocols which spectators must comply with while attending The Amateur Championship that we consider appropriate or that we might be required to implement, including in relation to COVID-19. Any spectators who refuse or fail to comply with such conditions may have their tickets cancelled, be refused entry or removed from The Amateur Championship.
- 4. You must at all times follow the instructions of The Amateur Championship officials, marshals and/or security personnel.

F. Use of Tickets

- A ticket shall become void and you shall have no right to attend The Amateur Championship nor be entitled to a refund or any compensation where in the reasonable opinion of The R&A your ticket:
 - a) is to be or has been used in an unauthorised manner as a prize or in any other manner in a lottery or competition or for any other promotional, advertising or commercial purpose not specifically authorised by The R&A in writing;
 - b) is to be or has been sold, donated, transferred or in any way disposed of to any person/entity for the purpose of commercial gain or is to be or has been sold at a higher price than its face value;
 - c) has been purchased or obtained from a person/entity who is not an authorised agent;
 - d) is advertised for sale or transfer; or
 - e) has been purchased in conjunction with any other goods or services, e.g. hospitality package or travel, which have not been authorised by The R&A.

- 2. Unless The R&A has agreed otherwise in writing, any transfer or purported transfer of any ticket by you in any manner set out in paragraph F.1 shall constitute a breach by you of these Ticket Terms and Conditions.
- 3. Please do not post pictures of your ticket on social networking sites. People may use the details and offer them for sale online to defraud/attempt to defraud third parties into buying them. This may result in ticket holders encountering difficulties when attending The Amateur Championship.
- 4. Where The R&A, or its security contractors, have reasonable grounds to suspect that a ticket has been copied, re-sold by an unauthorised person or company, or has been altered in any way without the consent of The R&A, its security contractors may seize and retain that ticket and may refuse entry to The Amateur Championship where this is deemed appropriate.
- 5. If we reasonably believe that you have been involved in fraudulent activity relating to your ticket(s), we may pass your details to the police and other relevant authorities.

G. Attendance at The Amateur Championship

- 1. Mobile phones and personal cameras are permitted at The Amateur Championship, subject to the following conditions:
 - All mobile phones must be on "SILENT" mode at all times without the "VIBRATE" option activated. Calls must be placed or received in approved designated areas, referred to as "Mobile Device Zones"; and
 - b) Data use (e.g. texting, email and website access) is permitted, however, the device volume must be muted at all times. Mobile phones, cameras, other electronic devices, communication devices, audio-visual equipment or radios must not be used to capture, supply or transmit data or other information for any commercial purpose (including, for example, betting or gambling) or assisting for these purposes.
- Rules governing the use of mobile phones, cameras, video, sound or image recorders, personal digital assistants and other electrical communication devices shall be posted at the entry gates. Your co-operation is greatly appreciated.
- 3. Use of global positioning systems, including without limitation transponder and/or receiver equipment, or similar positioning, tracking or measurement devices shall not be permitted at The Amateur Championship.
- 4. When asking for autographs, you must always respect the players, other spectators, The Amateur Championship officials, marshals and/or security personnel. Unless the player has given you permission, you must not solicit autographs from players outside of the designated autograph zones. Autographs obtained at The Amateur Championship must not be used for any commercial purpose.
- 5. Rules governing pets will be posted on our website (<u>www.randa.org</u>), as will our list of items which are not permitted at The Amateur Championship. Any item which in the reasonable opinion of The R&A could potentially harm, or cause alarm to, attendees at The Amateur Championship will not be allowed at The Amateur Championship.

- 6. It will be considered by us to be a breach of these Ticket Terms and Conditions if you have at The Amateur Championship any objects or clothing bearing commercial identification which The R&A have reason to believe is intended for "ambush marketing" or other unauthorised promotional purposes. We reserve the right to take appropriate action against anyone that we consider to be involved in "ambush marketing".
- 7. Where you, through your negligence or intentional or reckless act, cause damage or loss to The R&A or to any property at The Amateur Championship (including, without limitation, the course or any equipment or facilities), you will be responsible for compensating the person who has suffered the loss or damage.
- 8. You may be removed from, or refused access to, The Amateur Championship if, in the reasonable opinion of The R&A, your behaviour is, or could be considered to be dangerous, offensive, a nuisance or annoying to other spectators, players, The Amateur Championship officials, marshals and/or security personnel. For example, if you appear to be under the influence of drink and/or drugs and/or are acting aggressively, or if you fail to obey any conditions of use, posted signs or instructions of The Amateur Championship officials, marshals and/or security personnel. If you are refused admission to The Amateur Championship under these circumstances you will be entitled to a full refund for your ticket. If you are removed from The Amateur Championship under these circumstances after gaining entry you will not be entitled to a refund.

H. Junior and Youth Tickets

- 1. We reserve the right to request age verification for Junior and Youth ticket holders and to refuse entry if verification of their age is not provided on request.
- 2. Where you are the responsible adult accompanying a Junior for the purposes of that child obtaining a Junior ticket and you are the Junior's parent or guardian, you consent to these Ticket Terms and Conditions applying to your child. Where you are the responsible adult accompanying a Junior for the purposes of that child obtaining a Junior ticket and you are not their parent or guardian, you must obtain the consent of the child's parent or guardian for these Ticket Terms and Conditions to apply to such child. In each circumstance you are responsible for the supervision of that child during the event and for ensuring that they comply with these Ticket Terms and Conditions.

I. Additional Terms

- 1. You may not transfer any of your rights under these Ticket Terms and Conditions.
- 2. If any provision of these Ticket Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Ticket Terms and Conditions, which shall remain in full force and effect.
- 3. Any personal data provided by you will be used by us in accordance with our Privacy Policy (as amended from time to time), which is available at <u>www.randa.org/en/footer/privacy-policy</u>. If you have any questions or concerns about information we hold about you, please contact us by email at <u>privacy@randa.org</u> or in writing at Data Privacy Manager, The R&A, Beach House, Golf Place,

St Andrews, Fife KY16 9JA. For details of your rights regarding your personal data, please see our Privacy Policy. References to "us", "we" and "our" in this paragraph and paragraph I.4 below are to all of the organisations named in our Privacy Policy.

- 4. In agreeing to these Ticket Terms and Conditions and attending The Amateur Championship, you consent to being filmed, photographed and recorded for television, radio, webcast and other public broadcast in any medium and/or for any video or DVD as part of the audience and/or, for security purposes, by any CCTV cameras and recordings at The Amateur Championship. You also agree that we can utilise your image or likeness or the image or likeness of a member of your party in, or incidental to, any photograph or live or recorded television or in any other type of transmission or reproduction, in whole or in part, and that you shall not be entitled to any compensation or credit. This may include use of footage and images for marketing purposes. Where you are the responsible adult accompanying a Junior for the purposes of that child obtaining a Junior ticket and you are their parent or guardian, you consent to their images being taken and used in accordance with the provisions of this paragraph. Where you are the responsible adult accompanying a Junior for the child's parent or guardian for the images of such child to be taken and used in accordance with the provisions of the consent of the child's parent or guardian for the images of such child to be taken and used in accordance with the provisions of this paragraph.
- 5. The contract between us shall be governed by the laws of Scotland and any disputes relating to that contract shall be decided in the Scottish Courts. If you are resident in the European Union, then as a consumer you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Ticket Terms and Conditions, including this paragraph I.5, affects your rights as a consumer to rely on such mandatory provisions of local law..
- All enquiries should be addressed to: The R&A Ticket Office, The R&A, St Andrews, Fife, KY16 9JD, Scotland, UK; Tel: + 44 (0)1334 460010; Email: <u>tickets@randa.org</u>.