

## THE OPEN CHAMPIONSHIP 2013

### Terms and Conditions – Guest

These terms and conditions apply to the use of guest passes by you, the guest (referred to as "you" or "your") issued by us, R&A Championships Limited ("The R&A", "we" or "us").

#### A. Preliminaries

1. The guest passes are offered to you subject to these terms and conditions. Once you accept our offer, the contract is concluded.
2. Acceptance of our offer will either be by way of written confirmation of your acceptance, or by your presentation of the guest pass in order to gain entrance to the event. For the avoidance of doubt our offer may be withdrawn at any time by us at our sole discretion but, if not withdrawn, will remain open for acceptance until the latest date printed on your guest pass, failing which it will be considered withdrawn.
3. The R&A shall retain ownership of all guest passes issued to you under these terms and conditions, which guest passes may be recalled by The R&A at any time.

#### B. Our Liability to You

1. We will not be liable to pay any money to you by way of compensation (other than as otherwise provided in these terms and conditions), for any loss, damage, cost or expense suffered by you which was not reasonably foreseeable when the contract between us was formed, and/or was not caused by The R&A.
2. The R&A accept no liability to you in respect of any loss or damage to property incurred at an event, unless due to our negligence or other breach of duty.
3. Nothing in these terms and conditions shall limit any rights you may have which are not capable of being lawfully excluded or limited, nor shall these terms and conditions exclude or restrict our liability to you for any death or personal injury resulting from our negligence or breach of duty.

#### C. Your Safety

Whilst The R&A is committed to ensuring that proper safety precautions are in place to try to prevent injury to spectators, there remains a risk of spectator injury (e.g. being struck by a golf ball). You should therefore 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 on 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 yourself.

#### D. Use of Guest Passes

1. A guest pass shall become void and there shall be no right to enter The Open Championship nor any entitlement to a refund or any compensation where in the reasonable opinion of The R&A a guest pass:-
  - 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;
  - 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. You hereby acknowledge and agree that unless otherwise agreed in advance with The R&A in writing any transfer or purported transfer of any ticket by you in any manner set out in paragraph D.1.(a),(b),(c), (d) or (e) shall constitute a material breach by you of these terms and conditions.

#### E. Attendance at Event

1. Mobile phones are permitted within the paygates. 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". No audio or video capture is permitted at any time. Still photography will only be permitted on practice days. Data use (e.g. texting, email and website access) is permitted, however, the mobile phone volume must be muted at all times. Failure to comply with the restrictions on mobile phone usage following requests made by Open Championship officials, marshals and/or security personnel may cause the holder to be removed from, or refused access to, The Open Championship. Your co-operation is greatly appreciated.
2. In addition, specific rules governing the use of cameras, video, sound or image recorders, personal digital assistants and other electrical communication devices shall be posted at the entrances to the event. Cameras (including cameras in mobile phones and other devices) may only be used on practice days. Use of global positioning systems, including without limitation transponder and/or receiver equipment, or similar positioning, tracking or measurement devices shall not be permitted while the user is on course or on grandstands.
3. Rules governing pets and the use of stepladders shall be posted at the entrances to the event. Stepladders, or similar, are not permitted within the paygates. Pets are not permitted within the paygates. No item which in the reasonable opinion of The R&A could potentially harm, or cause alarm to, attendees at the event will be allowed into the course.

4. It will be considered by us to be a breach of these terms and conditions if you have at the paygates or elsewhere within the venue, 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. This applies where the "ambush marketing" or promotion knowingly involves your participation or is organised by a third party e.g. a golf retailer. We reserve the right to take appropriate action against any third party organiser.
5. Where you through your negligence or intentional or reckless act cause damage or loss to The R&A or to any property at the event (including, without limitation, the course or any equipment or facilities), you will be liable to the party suffering any loss or damage.
6. Guest passes shall be liable to be surrendered to The R&A (and the holder removed from, or refused access to, the course) if, in the opinion of The R&A (who shall at all times act reasonably in the exercise of their discretion), the behaviour of the holder is, or could be considered to be dangerous, offensive, a nuisance or annoyance to other spectators, players, Open Championship officials, marshals and/or security personnel, for example, if the holder appears to be under the influence of drink and/or drugs and/or is acting aggressively, or if the holder fails to obey any conditions of use, posted signs or instructions of Open Championship officials, marshals and/or security personnel including, without limitation, any verbal or written instructions or restrictions on the use of mobile telephones, other electronic communication equipment, cameras, video, sound or image recorders and/or global positioning systems or similar positioning, tracking or measurement devices. Any person who is refused admission to the event under these circumstances will be entitled to a full refund for their ticket. Any person being removed from The Open Championship under these circumstances after gaining entry will not be entitled to a refund of their ticket price.
7. The holder of each guest pass grants permission to The R&A to utilise the holder's image or likeness 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, without claim for compensation or credit.

#### **F. General Terms Governing Contracts between You and The R&A**

1. You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.
2. If any provision of these 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 terms and conditions, which shall remain in full force and effect.
3. Failure by either you or us to exercise any right or remedy under these terms and conditions does not constitute a waiver of that right or remedy. Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.
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5. If you are resident within the European Union then the contract between us shall be governed by the law of the country within the European Union in which you are resident and any dispute arising under this contract shall be referred to the relevant courts having authority in that country. If you are not resident in the European Union then 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.

All enquiries should be addressed to:-

Ticket Office  
The R&A  
St Andrews, Fife, KY16 9JD, Scotland, UK.

Tel: + 00 44 (0)1334 460000  
Fax: + 00 44 (0)1334 460002  
tickets@randa.org

VAT Number: 827 8424 04

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