

THE OPEN CHAMPIONSHIP 2013

Terms and Conditions - Internet Sales

These terms and conditions apply to the purchase of tickets through the TheOpen.com website by you, the purchaser (referred to as "you" or "your") from us, R&A Championships Limited (The "R&A", "we" or "us").

A. Placing and Cancelling Orders

1. The display of tickets for sale on this website does not constitute an offer on behalf of The R&A. You are invited to make an offer to purchase tickets which is finalised by going through the procedures outlined on this website and clicking 'confirm'. The R&A reserves the right to choose to accept or reject your offer, 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 within 15 days of the order being placed. Our failure to notify you of the rejection of your order in whole or in part does not mean that the contract has been concluded. Only when we have accepted your offer, the contract is concluded and not at any time before. Acceptance of your offer to purchase tickets will be by way of written confirmation of our acceptance of your order, or by us taking steps to deliver the ticket(s) you have ordered.
2. Before your personal information is processed, you will be asked to confirm that the details you have entered about yourself and your ticket requirements are correct. If any of these details are incorrect you can correct them by clicking on the 'Back' icon and returning to the order form page. Once confirmed by you, The R&A will accept no liability or offer any refunds for loss arising as a result of any incorrect information provided by you at the time of ordering your ticket(s), unless due to our error. Restrictions apply to the purchase of tickets by people under the age of 16.
3. If tickets ordered by you become unavailable for any reason then you will be informed of this by The R&A. The R&A 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 tickets ordered but not received and this will be the only liability that we have to you.
4. If, after we have accepted an order from you, you wish to withdraw from the contract because you do not accept these terms and conditions then you may do so by informing us in writing no later than 7 working days after receipt of the ticket(s) and we shall reimburse the payment made by you within 30 days of receiving your notification and 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. Provided that the ticket(s) are unused then we shall reimburse all sums paid by you for those ticket(s) excluding any costs of delivery. The right to cancel tickets pursuant to this paragraph 4 may be exercised not later than the day before the date on which the ticket is valid. The R&A may also offer a refund in terms of paragraph 5 below.
5. Regardless of whether or not paragraph 4 applies to you, refunds may, at The R&A's sole discretion, be issued for up to 4 unused and returned tickets provided that they are returned to the Ticket Office at the address below with proof of purchase and a written request (including full name and postal address) for a refund prior to the date on which the ticket is valid. This right of return does not apply to Greenside Club tickets, Reserved Grandstand tickets, Fairways Club tickets or Reserved Car Parking passes. You will be responsible for the returned ticket(s) during transit. If the course on the day(s) to which your ticket(s) relate is partially or completely closed for play, you shall be entitled to a refund based on the following criteria:-

Total Hours Course Open for Play Refund Due

Zero	=	100% refund in respect of that day's ticket cost
less than 2 hours	=	80% refund in respect of that day's ticket cost
less than 4 hours	=	60% refund in respect of that day's ticket cost
less than 6 hours	=	40% refund in respect of that day's ticket cost

If the course is open and available for play for 6 hours or more on a day, no refund shall be due in respect of that day. In calculating the number of hours the course is open and available for play on a particular day, each day will be considered to have commenced at 6.30 a.m. This right of refund for cancellation of play does not apply to Weekly Season tickets, Greenside Club tickets, Reserved Grandstand tickets, Fairways Club tickets, Reserved Car Parking passes or any other multi-day tickets.

In the event of cancellation of the event prior to its commencement The R&A will issue you with a full refund.

6. Daily and Season Tickets will permit the holder to re-enter the event in respect of each date (or dates) printed on the ticket. In order to re-enter the event, holders of Daily and Season Tickets must obtain an appropriate "pass out" (e.g. hand stamp or wristband) before leaving the event which must be shown at the time of re-entry together with their ticket in order to gain entry to the event. Tickets must be retained at all times and provided for inspection by security personnel as required. For the avoidance of doubt, Daily Tickets include Adult, Concession (16-21 years) and Junior (under 16 years) tickets.
7. The R&A shall retain ownership of all tickets issued through this website, which 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 the ticketholder.

B. Payment and Delivery

1. Prices quoted are in Pounds Sterling.
2. We will only process an order where payment is made using one of the following credit or debit cards: MASTERCARD, VISA, MAESTRO.
3. If your card payment is rejected, then your order will not be fulfilled and we have the discretion not to fulfil or process any other order received from you.

C. 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.

D. 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.

E. Use of Tickets

1. A ticket 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 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. 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 E.1.(a),(b),(c), (d) or (e) shall constitute a material breach by you of these terms and conditions.

F. 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 such 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. Tickets or badges 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 ticket/badge 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.

G. 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.
4. Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.
5. The personal data provided by you will be used to fulfil your order. We will also retain your details for the purposes of notifying you about future ticket sales and other events, initiatives, products and services that we feel may interest you, such as merchandise and accommodation. We will not share your details with any third party without your prior consent.. If you do not want your personal data to be retained for this purpose you should notify The R&A. Contact details are provided below. Collection of personal data is also governed by the terms of our privacy policy [add link]. The R&A is the data controller in terms of the Data Protection Act 1998.
6. 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 and cancellation requests should be addressed to:-

Ticket Office

The R&A

St Andrews, Fife, KY16 9JD, Scotland, UK.

Tel: + 44 (0)1334 460000

Fax: + 44 (0)1334 460002

tickets@randa.org

VAT Number: 827 8424 04

R&A Championships Ltd – Registered Office: Beach House, Golf Place, St Andrews, Fife, KY16 9JA

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