

HOSPITALITY TERMS OF PURCHASE FOR 2023 RYDER CUP

General

1. These hospitality purchase terms and conditions ("**Hospitality Terms of Purchase**") apply in relation to the purchase of Packages (as hereinafter defined) issued by Ryder Cup Italy Limited, Italian branch (Fiscal code and number of registration with the Register of Companies: 11350790967), registered with the Register of Companies of Milano Monza Brianza Lodi with REA no. MI – 2597822, with office at Via Vittor Pisani no. 20, 20124 – Milan (MI), Italy ("**RCIL**").
2. These Hospitality Terms of Purchase concern the purchase – as a sole and indivisible object – of a Package composed of a Ticket (as hereinafter defined) and the Hospitality Services (as hereinafter defined) selected and acquired by the Package Purchaser using the online platform available on the Website. In the event that a Purchaser has already purchased a general admission Ticket, he/she/it may upgrade to a Package (therefore adding one or more Hospitality Services). In such a case, the Purchaser shall be deemed as having only purchased a Package (comprising the Ticket and the selected Hospitality Services) and these Hospitality Terms of Purchase shall apply.
3. RCIL offers different types of Packages. Additional details on the specifics/features of each offered Package may be found on the Website (as hereinafter defined).
4. RCIL 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, RCIL shall notify the relevant Purchaser such change as soon as possible using the contact details provided during the Account's (as defined below) registration process, and the Package Holder shall have the right to withdraw according to the "Hospitality Terms of Use" (as hereinafter defined).
5. These Hospitality Terms of Purchase include the "Hospitality Terms of Use" and the "Ground Rules" (as hereinafter defined), which form an integral and essential part of these Hospitality Terms of Purchase. Before issuing a Package purchase order and proceeding with the payment of the relevant Package, these Hospitality Terms of Purchase, the "Hospitality Terms of Use" and the "Ground Rules" shall be expressly read and accepted by the Purchaser – for him/her/itself 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 – through the dedicated button available on the Website according to the provision of article 8 hereof and pursuant to articles 49 *et seq.* of the Italian Consumer Code. Failure to accept these Hospitality Terms of Purchase, the "Hospitality Terms of Use", and the "Ground Rules" will result in the relevant Package purchase order not being processed. These Hospitality Terms of Purchase, the "Hospitality Terms of Use" and the "Ground Rules" are also available at the following link: <https://www.rydercup.com/2023-terms-and-conditions#>.

Definitions

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

"Account" means the online account to be opened through the Website which enables an Account Holder to buy Packages.

"Account Holder" means the person who has registered for an Account on the Website.

"Consumer" means the natural person who acts for purposes not connected to his/her usual business, commercial, craft or professional activities.

"Event" means the 2023 Ryder Cup which will take place at the Venue from 28 September 2023 to 1 October 2023.

HOSPITALITY TERMS OF PURCHASE FOR 2023 RYDER CUP

“Ground Rules” 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 – through the dedicated button available on the Website. The “Ground Rules” may be from time to time amended and/or integrated for security, health, operational or force majeure reasons.

“Hospitality Area(s)” means specific the areas within the Venue which are destined to the Hospitality Services.

“Hospitality Pass” means the digital/electronic pass, purchased by a Purchaser through the Website and which legitimates the relevant Package Holder to benefit from the Hospitality Services, as provided under the “Hospitality Terms of Use”. The number of Hospitality Passes issued/delivered to the relevant Package Holder depends on the purchased services; each such Hospitality Pass shall be presented upon access to or use of the relevant Hospitality Service. Each Hospitality Pass is nominative, strictly personal and may only be transferred in compliance with the “Hospitality Terms of Use”, any form of intermediation activities being excluded.

“Hospitality Services” means the hospitality services from time to time offered by RCIL through the Website, which vary depending on the purchased Package. Details and features of the Hospitality Services included in each Package are clearly shown on the Website and may be consulted before proceeding with the relevant purchase.

“Hospitality Terms of Use” mean the terms and conditions which govern the use of and apply to all Packages in respect to the Event, which form an integral and essential part of these Hospitality Terms of Purchase along with the “Ground Rules”, 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 Holders different from the Purchaser for whom the relevant Package(s) has been purchased – through the dedicated button available on the Website.

“Italian Consumer Code” means the Legislative Decree no. 206 of 6 October 2005, as subsequently amended and supplemented (the so-called “*Codice del Consumo*”).

“Package” means each of the hospitality packages offered by RCIL and which may be purchased on the Website, composed of (i) a Ticket, and (ii) one or more Hospitality Services depending on the purchased Package.

“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 beginning of the Event.

“Purchaser” means an Account Holder who has ordered and paid for one or more Packages and who is registered in RCIL’s records as the original purchaser of such Package(s).

“Ticket” means the digital/electronic document, issued in compliance with the applicable Italian Laws, purchased by a Purchaser through the Website and which legitimates the relevant Package Holder to enter the Venue in order to attend to the Event. The Ticket is nominative, strictly personal and may only be transferred in compliance with the “Hospitality Terms of Use”, any form of intermediation activities being excluded.

“Venue” means the Marco Simone Golf & Country Club located at Via di Marco Simone no. 84/88, 00012 – Guidonia (RM), Italy.

HOSPITALITY TERMS OF PURCHASE FOR 2023 RYDER CUP

“**Website**” means the Official 2023 Ryder Cup website available at: www.rydercup.com.

Purchase of Packages

7. Packages are nominative and may only be issued by RCIL through the Website. All Packages purchased from persons other than RCIL and/or through platforms/means different from the Website as well as 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 or, as the case may be, will be escorted outside the Venue and/or the Hospitality Areas.
8. In order to purchase a Package, the Account Holder shall (i) fill in the on-line user personal details form, giving the authorization to RCIL to process the personal data so provided in accordance with the Privacy Policy available at: <https://www.rydercup.com/privacy-policy?locale=en-US>; and (ii) accept these Hospitality Terms of Purchase, the “Hospitality Terms of Use” and the “Ground Rules”.
9. Should any of the fields of the on-line user personal details form pointed out as mandatory (*i.e.* flagged with an asterisk*) not be filled in, the user will not be able to register an Account and use the RCIL’s online platform available on the Website.
10. In the event that the Account Holder is a business entity, the personal details to be entered in the on-line user form shall include: (i) full company name; (ii) registered company number; (iii) registered office address; (iv) VAT number (where applicable); (v) authorised representative(s)’s full name and surname, employment position, contact telephone number and contact email address.
11. RCIL grants the access to the online platform available on the Website exclusively to Account Holders who have successfully registered an Account through the Website. Once the registration process is completed, the Account Holder will receive an identification code (“**Username**”) and a personal access password (“**Password**”). Username and Password are strictly confidential, their use is restricted to one terminal at a time, and they can be neither transferred nor given or otherwise disclosed to third parties. The Account Holder will be solely responsible for all the operations made with his Username and Password and RCIL declines any and all liabilities deriving from illegitimate actions performed with any Username and Password by either the Account Holder and/or third parties. The Account Holder shall immediately communicate to the Customer Service (contact details and availability can be found in article 70 below) in case the Username and Password are used without the authorisation of the Account Holder.
12. RCIL reserves the right to forbid and/or restrict the access to the online platform available on the Website to Account Holders, as well as to disable an Account Holder’s Username and Password, immediately and with no forewarning, in case there is a material violation of these Hospitality Terms of Purchase, including without limitations in case (i) there are evidences of responsibility for illegitimate actions performed with an Account Holder’s Username and Password; or (ii) any warped or illicit use of the Website.
13. Packages may only be purchased by Account Holders. Each individual/company/entity may only register 1 Account (except where so expressly authorised by RCIL). It is strictly forbidden to register more than one Account in the name of the same individual/company/entity, including though the use of false and/or misleading information. In case of violation of this provision, RCIL reserves the right to delete all Accounts registered in the name of the same individual/company/entity. The user undertakes to indemnify and hold RCIL harmless of any damage and/or loss and/or liability deriving from and/or anyhow connected to the violation by the user of this article 13.
14. A Package may only be purchased by an Account Holder following the login to the Website using the Username and Password with the modalities indicated in article 11 above. The Package may be

HOSPITALITY TERMS OF PURCHASE FOR 2023 RYDER CUP

purchased both by Consumers and/or persons which do not qualify as Consumers. The purchase of Package by natural persons is limited to individuals who are at least 18 years of age.

15. The purchase of all Packages is subject to availability. RCIL shall not be liable in any manner for any technical malfunction of the internet, or of the Website, or any failure of computer hardware or software that may prevent the completion of a registration for an Account, or of a Package's purchase order.
16. The purchase of a Package is deemed to be completed and effective once the payment of the relevant price is processed successfully and received in full.
17. Package purchases by each Account Holder are subject to the limit of a maximum of 10 Packages in the aggregate.
18. In the event that a Purchaser purchases one or more Packages for Package Holders other than him/her/itself, he/she/it shall declare to act, under his/her/its responsibility, in the name and/or on behalf of the Package Holder(s) and accept these Hospitality Terms of Purchase, the "Hospitality Terms of Use" and the "Ground Rules" in the name and/or on behalf of each Package Holder for whom such Packages have been purchased as if these documents were accepted directly by such Package Holder(s). The Purchaser is also responsible to cause all Package Holders for whom the Packages are purchased to comply with these Hospitality Terms of Purchase, the "Hospitality Terms of Use" and the "Ground Rules" 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 Rules".
19. RCIL reserves the right, without any resulting liability towards the relevant Account Holder, to reject any application to purchase Packages for any reason whatsoever, including where it believes that the Packages and/or the relevant Tickets/Hospitality Passes requested may be offered for resale or otherwise used in violation of these Hospitality Terms of Purchase and/or the "Hospitality Terms of Use".

Accessibility for Individuals with Disabilities ("*Persone con Disabilità*")

20. A limited number of Packages will be exclusively reserved to individuals with disabilities ("*Persone con Disabilità*"). Package Holders with disabilities who require continuous assistance will be entitled to bring 1 accompanying individual with them without further charge. In such case, the Package purchased by or for a Package Holder with disabilities who requires continuous assistance will be valid for both the Package Holder and the accompanying individual. The accompanying individual of a Package Holder with disabilities who requires continuous assistance shall be older than 18 years of age.
21. Individuals with disabilities requiring continuous assistance and intending to bring an accompanying individual free of charge shall mandatorily purchase a Package reserved to individuals with disabilities.

Purchase Procedure

22. To purchase a Package, the following procedure shall be followed:
 - (i) selection of the Package via the online platform available on the Website;
 - (ii) registration of the Account Holder's account on the Website following acceptance of these Hospitality Terms of Purchase;
 - (iii) acceptance of the "Hospitality Terms of Use" and the "Ground Rules";
 - (iv) selection of the preferred payment method and fill in of the relevant payment details;
 - (v) submission of the Package purchase order by clicking on the "*Buy Now*" button;
 - (vi) successful processing and full receipt by RCIL of the payment;
 - (vii) receipt of the purchase order confirmation email.

HOSPITALITY TERMS OF PURCHASE FOR 2023 RYDER CUP

23. The Package purchase agreement shall not be effective unless all steps/actions indicated in article 24 above are correctly completed/performed.
24. To purchase a Package, the Account Holder/Purchaser shall select the number of Packages he/she/it intends to purchase from the online platform available on the Website and read and expressly accept these Hospitality Terms of Purchase, the "Hospitality Terms of Use" and the "Ground Rules" – for him/her/itself and in the name and/or on behalf of all eventual Package Holders for whom the Package(s) are purchased.
25. Once these Hospitality Terms of Purchase, the "Hospitality Terms of Use" and the "Ground Rules" have been accepted, the online platform available on the Website will show a payment page where the Purchaser will be able to select the preferred payment method and provide the relevant details.
26. A Package's purchase order will be considered as submitted only upon the Purchaser clicking on the "Buy Now" button, which will be made available by the online platform following the acceptance of the "Hospitality Terms of Use" and the "Ground Rules", the selection of the preferred payment method and the provision of the relevant payment details. By clicking on the "Buy Now" button, the Purchaser submits a binding purchase order with regard to the items contained in the online shopping cart.
27. The online platform available on the Website allows the Account Holder who intends to purchase a Package to have a limited amount of time to complete and submit the relevant purchase order (the "**Booking Time**"). The Purchase shall be completed before the expiry of the Booking Time.
28. The Booking Time will be clearly shown in the shopping cart summary in an icon which will show the exact time by which the purchase shall be completed.
29. Failure to submit a Package's purchase order within the Booking Time will result in the relevant online form and selection of the preferred payment method to be cancelled. In such case, the Account Holder will lose its purchase priority (the relevant Package will automatically be reincluded in the online platform and made available to other users to purchase) and be required to re-start the purchase procedure and to fill in the online form again, without any resulting liability of RCIL towards the relevant Account Holder.
30. Once a Package's purchase order has been duly submitted, the latter will be verified by RCIL whom, if no issues are found and provided that the payment of the relevant price has been processed successfully and fully received by RCIL, will send the Purchaser an order confirmation email containing a summary of the purchase order's details.
31. The Purchaser undertakes not to purchase and/or try to purchase one or more Packages by using robots, spiders or any other unauthorised software.

Price and Payment

32. The price of each Package is clearly displayed, before the submission of a Package purchase order, on the online platform available on the Website. All prices are inclusive of any applicable taxes (including VAT).
33. Please note that the Account Holder has 4 payment attempts for each purchase. Once these 4 attempts have been unsuccessfully used, it won't be possible to retrieve the same transaction. In such case, please contact the Customer Service (contact details and availability are indicated in article 70 below).

**HOSPITALITY TERMS OF PURCHASE
FOR 2023 RYDER CUP**

34. To grant all Account Holders/Purchasers the utmost security, all of the RCIL online purchase transactions are carried out using a secure server which adopts an SSL (Secure Socket Layer) protection system according to which RCIL WILL NEVER KNOW any credit card and/or other payment method's details provided by the Account Holder/Purchaser.
35. While using the best payment-security technologies, RCIL does not guarantee the Account Holder/Purchaser for eventual frauds related to the payment method used for the purchase of the Package(s).
36. Accepted payment methods for the purchase of Packages are: credit card (VISA, MasterCard, Maestro, American Express) and direct Bank Transfer. The payment method used to purchase a Package shall be registered in the relevant Account Holder's name at the latter's address. Accepted payment methods will be clearly displayed on the online platform available on the Website before the submission of a Package purchase order.
37. RCIL reserves the right to limit and/or exclude the use of one or more permitted payment methods for security reasons and/or in order to comply with applicable mandatory provisions of law.
38. Any and all bank or other charges incurred with regard to the purchase of a Package as a result of monetary transfer or currency conversion will be solely borne by the Purchaser.
39. Where the payment of the Package(s) purchase price is processed successfully and fully received by RCIL, a transaction confirmation email containing an electronic and printable purchase receipt will automatically be sent to the Purchaser's email address.
40. No Ticket/Hospitality Pass will be issued to the relevant Package Holder(s) unless full payment of the relevant purchase price is successfully processed and fully received by RCIL. RCIL declines any and all liabilities towards the Purchaser and/or the Package Holder(s) resulting from the payment of the Package(s) purchase price not been processed successfully for causes not depending on RCIL.

Execution of the Purchase Agreement

41. The Package purchase agreement shall be considered as executed only upon receipt by the Purchaser of the order confirmation email, which will be sent provided that the full payment of the relevant Package(s) purchase price has been processed successfully and fully received by RCIL. The order confirmation email will contain all relevant details concerning the purchase and the Package(s) purchased and a link to these Hospitality Terms of Purchase, the "Hospitality Terms of Use" and the "Ground Rules", which will be downloadable and saveable by the Purchaser in compliance with the applicable provisions of the Italian Consumer Code. The order confirmation email constitutes confirmation by RCIL of the acceptance of the Package(s) purchase order and execution of the relevant agreement pursuant to article 51, paragraph 7, of the Italian Consumer Code. The Purchaser acknowledges and confirms that, with the delivery of the order confirmation email, RCIL shall be deemed to have complied with the information obligations arising out of article 51 of the Italian Consumer Code.
42. In the event that the Purchaser does not receive an order confirmation email within 48 hours from the submission of a purchase order and relevant payment, or anyhow within such deadline necessary to attend the Event (if shorter), the Purchaser shall contact the Customer Service (contact details and availability are indicated in article 70 below) in order to verify the status of his/her/its Package(s) purchase order. Failure to do so will result in RCIL not being liable towards the Purchaser and the relevant Package Holder(s) in case the latter are not admitted to the Venue and/or the Hospitality Areas (as the case may be) as a consequence of issues related to the Package(s).

**HOSPITALITY TERMS OF PURCHASE
FOR 2023 RYDER CUP**

43. RCIL declines any and all liability towards the Purchaser and the relevant Package Holder(s) in case of failure to deliver the order confirmation email and/or the Package(s) which is the consequence of the Purchaser having provided wrong contact information and/or other details in the relevant online form to be completed upon registration of the Account.
44. According to the provisions of the Legislative Decree no. 70 of 9 April 2003 (*"Disposizioni in Materia di Commercio Elettronico"*), RCIL informs the Purchaser that the Package purchase agreement may be executed both in Italian and English language (depending on the language chosen by the relevant purchaser).

Issuance and Delivery of Tickets and Hospitality Pass

45. Each Package includes a Ticket (which grants access to the Venue) and, based on the purchased Package, one or more Hospitality Passes (which may be necessary to access the Hospitality Areas and benefit from the Hospitality Services included in the purchased Package).
46. Tickets and Hospitality Passes are nominative and will be issued, exclusively in electronic/digital form, where applicable pursuant to decree of the tax authority (*"Agenzia delle entrate"*) of 23 July 2001, as subsequently amended and supplemented.
47. The Tickets and Hospitality Passes will be issued following the successful processing and full receipt by RCIL of the payment of the relevant purchase price and may be delivered via the "Ryder Cup 2023" official mobile application ("**App**") no later than summer 2023. Download of the App will also be made available through the Apple Store and the Play Store. Access to and use of the App is subject to registration of a user account and related personal credentials.
48. As Tickets and Hospitality Passes are nominative, the Purchaser shall provide, through the online platform available on the Website or through the App or in any other manner which may from time to time be indicated by RCIL, and prior to the beginning of the Event, personal data relating to all individuals (including him/herself, 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. RCIL shall be entitled to process and share such personal data – as provided under these Hospitality Terms of Purchase, the "Hospitality Terms of Use" and any applicable Laws requirements – with its ticketing services supplier, ticketing fulfilment provider, the police and/or security services and/or local authorities or otherwise for the administration of Package purchase requests 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 to be denied access to the Venue and/or Hospitality Area (as the case may be) without any resulting liability of RCIL 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 RCIL's instructions, RCIL 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 certain deadline. If the deadline passes without the Purchaser having complied with RCIL's request, then RCIL reserves the right to cancel the relevant Package(s) without further notice (and without any resulting liability towards the Purchaser and/or Package Holder).
49. In order to access the Venue and the Hospitality Areas, each Package Holder will be required to have their own Ticket and Hospitality Pass(es) on their own device. Access to the Venue and to the Hospitality Areas will only be granted upon showing of the digital Ticket and/or Hospitality Pass

HOSPITALITY TERMS OF PURCHASE FOR 2023 RYDER CUP

(where applicable). Access to the Venue and/or the Hospitality Areas will not be allowed using Tickets/Hospitality Passes related to multiple Package Holders on a single mobile device.

50. 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/Hospitality Pass to be correctly read and registered (e.g. in case of broken screen), such Package Holder shall contact the Customer Service (contact details and availability are indicated in article 70 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 without any resulting liability of RCIL towards such Package Holder and/or the relevant Purchaser.
51. All sales of Packages are final. No changes, cancellations, reimbursements, 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 RCIL.

Transfer of Packages

52. For the Packages' transfer policy please refer to the "Hospitality Terms of Use".

Right to Withdraw - Exclusion

53. RCIL informs the Purchaser that, being the Package(s) purchase agreement related to the supply of services of the free time (*servizi relativi al tempo libero*) which RCIL undertakes to provide on a specific date (notably the relevant Event's dates for which the Package(s) have been purchased), pursuant to article 59, paragraph 1, letter n), of the Italian Consumer Code, the Consumer's right of withdrawal provided for under article 52 of the Italian Consumer Code does not apply. The Purchaser shall therefore not be entitled to exercise such right with regard to the purchase of the Package(s).

Limitation of Liability – Force Majeure – Rights of RCIL

54. RCIL shall not be liable for direct and/or circumstantial damages of any kind, including without limitations any direct and/or indirect loss of profits, goodwill, and/or any other consequential loss or damage, suffered by any Purchaser and/or Package Holder in connection to the processing of the payment of Packages by the payment services providers and the services provided by third parties in relation to the purchase and/or use of Packages (or any item included therein), save for direct damages caused by RCIL's duly proven gross negligence or wilful misconduct.
55. RCIL shall not be liable for direct and/or circumstantial damages of any kind, including without limitation any direct and/or indirect loss of profits, goodwill, and/or any other consequential loss or damage, suffered by any Purchaser and/or Package Holder due to accidents or torts occurred during the Event, except where the same are caused by RCIL's duly proven gross negligence or wilful misconduct.
56. RCIL shall not be liable for direct and/or circumstantial damages of any kind, including without limitation any direct and/or indirect loss of profits, goodwill, and/or any other consequential loss or damage, suffered by any Purchaser and/or Package Holder due to acts or omissions on the part of any of RCIL's suppliers, subcontractors or agents, except to the extent where RCIL has direct control over such supplier, subcontractor or agent.
57. RCIL shall not be liable for direct and/or circumstantial damages of any kind, including without limitation any direct and/or indirect loss of profits, goodwill, and/or any other consequential loss or damage, suffered by any Purchaser and/or Package Holder due to RCIL's failures to comply with its

HOSPITALITY TERMS OF PURCHASE FOR 2023 RYDER CUP

obligations hereunder or arising under the “Hospitality Terms of Use” and/or the “Ground Rules” which are the consequence of adverse – regardless of whether these are predictable or unpredictable – weather or other natural causes, government actions, strikes, civil commotions, national or local disasters, floods, fires, terrorism actions, threats of terrorism, epidemics, restrictions on the Event imposed by law, or force majeure events.

- 58. The Purchaser/Package Holder shall indemnify and hold RCIL harmless of any damage suffered by RCIL and/or the Venue and its facilities which is caused by the Purchaser/Package Holder.
- 59. RCIL shall bear no responsibility with regard to any property or personal belongings brought into the Venue by the Purchaser(s)/Package Holder(s).
- 60. RCIL reserves the right to change, suspend or interrupt any task or service offered through its Website and/or the App for technical/maintenance/logistic reasons.

Legal

- 61. Account Holder(s) and Package Holder(s) personal data collected by RCIL will be processed by RCIL in its capacity of data controller as provided under the Privacy Policy (available at the following link: <https://www.rydercup.com/privacy-policy?locale=en-US>), which shall be accepted upon purchase of the Package. Collection, use and processing of personal data will be performed in compliance with the EU Regulation no. 2016/679 (the so-called “GDPR”) and the applicable national laws.
- 62. These Hospitality Terms of Purchase, the “Hospitality Terms of Use” and the “Ground Rules” constitute the entire agreement between the Purchaser/Package Holder and RCIL and supersede any and all prior proposal, assurance, agreement, understanding and/or arrangement, whether oral or written, between RCIL and the Purchaser/Package Holder in relation to the relevant Package (including without limitation in case of upgrade of a general admission Ticket to a Package).
- 63. 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 RCIL in good faith. In any event, all other provisions shall remain in full force and effect.

Amendments

- 64. RCIL reserves the right to unilaterally amend, supplement or replace, in whole or in part, these Hospitality Terms of Purchase for security, health, operational or force majeure reasons.
- 65. Amendments will be effective as from their publication on the Website on the “Hospitality Terms of Purchase” section. Purchasers/Package Holders are therefore strongly encouraged to refer to the most recent version of these Hospitality Terms of Purchase before proceeding with the purchase of a Package.

Interpretation – Applicable Law – Dispute Resolution

- 66. These Hospitality Terms of Purchase have been drafted in Italian and in English. In the event of any discrepancy between the Italian and the English version, the version in the language chosen upon the purchase of the Package(s) shall prevail.
- 67. These Hospitality Terms of Purchase are governed by and shall be construed in accordance with Italian law. The foregoing shall be without prejudice to the application of such more favourable and mandatory provision of law of the jurisdiction where the Purchasers which qualify as Consumers have their habitual residence.

HOSPITALITY TERMS OF PURCHASE FOR 2023 RYDER CUP

68. With regard to any dispute arising out of or in connection with these Hospitality Terms of Purchase, in accordance with articles 141 *et seq.* of the Italian Consumer Code, the Purchasers qualifying as Consumers shall be entitled to activate an out-of-court amicable dispute settlement procedure, to be managed by the *Conciliation Service of the Arbitration Chamber of Milan*. In the event that such procedure is activated, RCIL will participate in good faith in an out-of-court amicable settlement attempt. RCIL further informs the Purchasers who qualify as Consumers of the availability of a European online consumer dispute settlement platform available at <http://ec.europa.eu/consumers/odr/> ("**ODR Platform**"). Through such ODR Platform, the Consumer will be able to consult a list of available online alternative dispute resolution organisms ("**ADR Organisms**"), find a link to each such ADR Organism's website and activate an online dispute settlement procedure.
69. WITHOUT PREJUDICE TO THE PROVISION OF ARTICLE 68 ABOVE, ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE HOSPITALITY TERMS OF PURCHASE AND/OR ANY PACKAGE PURCHASE ORDER AND/OR ANY SALE MADE BY RCIL SHALL BE REFERRED TO THE JURISDICTION OF THE COURTS OF ROME, ITALY, AND/OR OF THE COURTS OF THE JURISDICTION WHERE THE PURCHASERS WHO QUALIFY AS CONSUMERS HAVE THEIR HABITUAL RESIDENCE. COMPETENCE OF ANY OTHER EVENTUAL COMPETENT FORUM IS EXCLUDED.

Customer Service

70. For any comment, request, issue or complaint, Account Holders, Purchasers and Package Holders may contact RCIL's customer service ("**Customer Service**"). the Customer Service may be contacted from Monday to Friday between 9.00 and 17.00 Italian time. the Customer Service may be contacted by email at the following address: rydercuphospitality@europeantour.com.

DATE OF LAST UPDATE

The present Hospitality Terms of Purchase were last amended on 20 September 2021.

© RYDER CUP ITALY LIMITED