### Elite Golf Experiences®

member of GOLF TRAVEL CONSULTING, Inc.®



## **US Head Office**

201 Beachway Drive, Palm Coast, Florida 32137
Tel: (+1)-386-868-0555 | Fax: (+1) -888-737-3106
Skype 1: Golf\_Travel\_Consulting

www.elitegolfexperiences.com | office@elitegolfexperiences.com

## **RYDER CUP 2018 TERMS & CONDITIONS**

## **Services Provided**

The following terms and conditions form a contract between you ("You" or "Your") and Elite Golf Experiences, a subsidiary of Golf Travel Consulting, Inc. ("EGE"), and relate to the sale by Us to You of hotel room(s) for a minimum five (5) night stay, daily Ryder Cup admission tickets and ground transfers (collectively "Ryder Cup Package") for Your attendance at The 2018 Ryder Cup Matches ("Ryder Cup") scheduled to take place at Le Golf National on September 27, 28, 29 and 30, 2018. Ground transfers provide daily transportation from Your hotel to Le Golf National and a return to Your hotel through third party transportation companies. Ryder Cup Packages do not include hotel room service, food or beverage charges (not outlined in the packages), telephone calls, service charges, gratuities or value added or other taxes, when applicable. You agree that You will not, under any circumstances, use the Ryder Cup Package(s) for hospitality, business or marketing purposes within a two-mile radius of Le Golf National. Ryder Cup Packages are sold on the express condition that the individual elements of the package are not for resale.

## Air Travel and Golf Tee Time Reservations

Air travel is not included in Your Ryder Cup Package. Air travel and transportation to the Ryder Cup is Your own responsibility. Nevertheless, EGE is a full-service golf travel agency and can make air travel arrangements for You. If You use EGE for air travel, all quoted, and/or reserved airline reservations are subject to price change and not guaranteed until tickets are paid for. If You use our services for air travel, EGE is acting as a travel agent exclusively and is not responsible for airline or golf course caused cancellations, delays or missed connections. We recommend that You reconfirm flights directly with the airline at least twenty-four (24) hours in advance of Your departure and protect Yourself from loss occurrences by purchasing trip cancellation or trip interruption insurance.

## **Deposit and Payment**

You may reserve Your Ryder Cup Package by calling EGE in the United States at 1-386-868-0555. Placing an order with EGE is a purchase of a Ryder Cup Package and an acceptance and ratification of this contract and these Terms and Conditions. EGE requires Your name and address at the time of purchase and booking. If You do not provide Your name and address, Your reservation is subject to cancellation without notice. For a group booking the final date for names and addresses is April 15, 2018.

To confirm Your reservation and purchase, the following NON-REFUNDABLE deposits must be paid. Once Your initial deposit is received EGE will confirm Your reservation and a confirmation will be mailed to You. All reservations for which the deposit is not received within the ten (10) day period will automatically be cancelled with notification to You:

- Within ten (10) days of booking: 25% per person of Ryder Cup Package
- January 15, 2018: 25% per person of Ryder Cup Package
- May 15, 2018: The remaining unpaid balance is due in full.

Deposits and final payment must be made in U.S. Dollars drawn on a U.S. Bank, or by Visa, Mastercard, American Express or Discover Card. Any amount due after the initial deposit not received within thirty (30) days of when due shall bear interest at one and one-half percent (1-1/2%) per month until paid. For Credit Card payments a fee of 2.5% is added.

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#### Cancellations and Refunds

All cancellations must be submitted in writing via mail, e-mail or fax to EGE and are subject to cancellation charges as follows:

- Before Sept. 15, 2017: Loss of first deposit
- Sept. 15, 2017 April 01, 2018: Loss of all monies paid to date
- May 16, 2018 or after: Forfeiture of entire package cost

If cancellation is made after May 16, 2018, and final payment has not been made, You are still liable for the full Ryder Cup Package cost.

Refunds or credits will only be made in accordance with the cancellation policy set forth above. No credit or refund will be made by EGE due to personal circumstances, including illness, death, emergency or other reason(s). No refunds will be made for any portion of the Ryder Cup Package unused by You. We strongly advise the purchase of travel insurance to cover, or partly cover, any losses in these circumstances

# **Tickets and Documents**

Approximately twenty-one (21) days prior to the Ryder Cup EGE will mail to You, United Parcel Service or Federal Express, documents comprising Your Ryder Cup Package. EGE will provide You with documents which specify the details of Your confirmed hotel room(s) with evidence of Your reservation with the hotel which You must present to Your hotel upon check-in. EGE will take reasonable steps to replace all hotel reservation documents and ground transfer documents lost or stolen if EGE receives notice from You of the loss of such documentation within the fourteen (14) day period before check-in. You will be responsible for EGE's reasonable costs incurred in replacing and sending replacement hotel and ground transportation documents. The Ryder Cup tickets themselves are not issued by EGE and are issued subject to the rules and regulations from time to time of the venue and the organizers of the Ryder Cup Matches.

You may obtain such information at <a href="www.rydercup.com">www.rydercup.com</a> or PGA of America, 100 Avenue of the Champions, Palm Beach Gardens, Florida. EGE is not responsible for, nor can EGE replace, lost or stolen Ryder Cup Tickets as EGE does not issue them and cannot obtain replacements. Bookings by Travel Agents/Assignment Prohibited. Purchases may be made by travel agents. If so, such travel agents represent and warrant that their customers and they themselves are bound by the terms and conditions of this contract, and that the travel agent is EGE's client and has liability to EGE for all payments due EGE for the Ryder Cup Packages purchased whether or not they are paid by their customer(s). Ryder Cup Packages must be purchased in their entirety and shall not to be resold other than by an accredited travel agent.

# **Ryder Cup Occurrence and Force Majeure**

EGE provides Ryder Cup Tickets, hotel reservations, ground transportation, air travel if provided, and all services from third parties as an agent, and not as a principal. EGE does not run, operate, schedule, or is EGE responsible for the Ryder Cup. EGE is not responsible if the 2018 Ryder Cup is postponed, cancelled, or relocated due to disaster, government action, acts of God, strikes or labor unrest (other than by our employees), riot or civil disorder, acts of terrorism, inclement weather, transportation strike or other event beyond EGE's control not anticipated or known by either You or by EGE at the time of Your purchase of Your Ryder Cup Package(s) Likewise, in the event EGE arranges air travel or golf tee times EGE shall have no liability to You should the Ryder Cup not occur when and where scheduled and You choose not to use such purchased services.

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#### Insurance

You are responsible for, and EGE strongly recommends Your obtaining travel insurance to protect Yourself to the extent possible. EGE does not carry, and has no obligation to carry, insurance coverage to protect You.

# EGE's Role - Limitation of Liability

Your Ryder Cup Tickets are genuine and valid and Your reservations for hotel and ground services exist and EGE has made them for You. EGE is an independent agent and is not an agent, employee, partner, or in joint venture with the Professional Golfers Association of America or its subsidiaries. The hotels and ground services with whom EGE makes reservations for You are independent companies and businesses and not EGE's agents, employees, partners or joint venture partners. EGE is not liable for the acts or omissions of third parties.

### **Entire Contract**

This is the complete, final and exclusive binding contract between the parties relating to the Ryder Cup and supersedes all prior agreements, understandings, both written and oral, and may not be amended or altered after Your initial deposit has been made except in a writing signed by both parties.

### Severability

If any provision or portion of any provision is held unenforceable or invalid, the validity and enforceability of the enforceable portion of any such provisions shall not be affected.

## **Notices**

All notices and communications shall be in writing and shall be mailed first class or faxed as follows:

- (i) If intended for EGE, addressed to Elite Golf Experiences, 201 Beachway Drive, Palm Coast, FI 32137 Fax 888/737-3106, or to such other address as may be designated by EGE in writing to You.
- (ii) If intended for You, at the address provided by You on booking or to such other address as may be designated by You in writing to EGE.

Notices and other communications shall be deemed given upon receipt. In the case of transmission by fax, confirmation of the transmission must be made by mailing the original notice, demand or communication not later than the business day following the transmission first class mail.

# **Captions**

Captions are for convenience and reference only and shall not constitute a part of this contract or given any substantive effect.

# **Governing Law and Disputes**

This contract shall be governed by, and construed in accordance with, the laws of Florida. Reserving a Ryder Cup Package and sending the initial deposit is and shall constitute the acceptance and ratification of this contract by You.