

# Premier Golf, LLC Ryder Cup 2012 Terms & Conditions

**Services Provided.** The following terms and conditions form a contract between you ("You" or "Your") and Premier Golf, LLC (PGLLC), a division of Travel Incorporated ("Us" or "We"), and relate to the sale by Us to You of hotel room(s) for a minimum four (4) night stay, daily Ryder Cup admission tickets and ground transfers (collectively "Ryder Cup Package") for Your attendance at The 2012 Ryder Cup Matches ("Ryder Cup") scheduled to take place at Medinah Country Club, Medinah, Illinois on September 27, 28, 29 and 30, 2012. Ground transfers provide daily transportation from Your hotel to Medinah Country Club 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 Medinah Country Club. Ryder Cup Packages are sold on the express condition that the individual elements of the package are not for resale.

**Air Travel.** Air travel is not included in Your Ryder Cup Package. Air travel and transportation to the Ryder Cup is Your own responsibility. Nevertheless, We are a full-service golf travel agency and can make air travel arrangements for You. If You use Us for air travel, all quoted and/or reserved airline reservations are subject to price change and not guaranteed until tickets are actually paid for. If You use our services for air travel, We are acting as a travel agent exclusively and are not responsible for airline 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.

**To Book Your Package.** Call PGLLC, toll-free from the U.S. and Canada at (888) 439-1831. From all other areas, call (770) 291-4202, fax Us at (770) 291-5157 or visit our website – [www.premiergolf.com](http://www.premiergolf.com).

**Brochure Prices.** All prices are in USD and subject to change due to currency fluctuation and changes in duties, taxes and government levies. Single golfer supplemental rates are available on request.

**Deposit and Payment.** You may reserve Your Ryder Cup Package by calling Us toll-free in the United States or Canada at 1-888-439-1831. Placing an order with Us is a purchase of a Ryder Cup Package and an acceptance and ratification of this contract and these Terms and Conditions. We require 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, 2012.

To confirm Your reservation and purchase, the following NON-REFUNDABLE deposits must be paid. Once Your initial deposit is received We 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

September 15, 2011: 25%, per person, of Ryder Cup Package

April 15, 2012: 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.

**Cancellations and Refunds.** All cancellations must be submitted in writing via mail, e-mail or fax to Us and are subject to cancellation charges as follows:

Before Sept. 15, 2011: Loss of first deposit

Sept. 15, 2011 – April 14, 2012: Loss of all monies paid to date

April 15, 2012 or after: Forfeiture of entire package cost

If cancellation is made after April 15, 2012, 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 Us 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 We will mail to You, United Parcel Service or Federal Express, documents comprising Your Ryder Cup Package. We 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. We will take reasonable steps to replace all hotel reservation documents and ground transfer documents lost or stolen if We receive notice from You of the loss of such documentation within the fourteen (14) day period before check-in. You will be responsible for Our reasonable costs incurred in replacing and sending replacement hotel and ground transportation documents. The Ryder Cup tickets themselves are not issued by Us 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 [www.rydercup.com](http://www.rydercup.com) or PGA of America, 100 Avenue of the Champions, Palm Beach Gardens, Florida. We are not responsible for, nor can We replace, lost or stolen Ryder Cup Tickets as We do 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 Our client and has liability to Us for all payments due Us 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 be resold other than by an accredited travel agent providing a current and verifiable IATA number assigned by the International Airlines Travel Agent Network.

**Ryder Cup Occurrence and Force Majeure.** We provide 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. We do not run, operate, schedule, or are We responsible for the Ryder Cup. We are not responsible if the 2012 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 Our control not anticipated or known by either You or by Us at the time of Your purchase of Your Ryder Cup Package(s). Likewise, in the event We arrange air travel or golf tee times We 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.

**Insurance.** You are responsible for, and We strongly recommend Your obtaining travel insurance to protect Yourself to the extent possible. We do not carry, and have no obligation to carry, insurance coverage to protect You.

**Our Role – Limitation of Liability.** Your Ryder Cup Tickets are genuine and valid and Your reservations for hotel and ground services exist and We have made them for You. We are an independent agent and are not an agent, employee, partner, or in joint venture with the Professional Golfer's Association of America or its subsidiaries. The hotels and ground services with whom We make reservations for You are independent companies and businesses and not our agents, employees, partners or joint venture partners. We are not liable for the acts or omissions of third parties.

**No Commercial Use of Ryder Cup Package.** We are licensed by the PGA of America as the official distributor of Ryder Cup travel packages. We have no right to grant to You and have not granted to You any right to exploit or advertise the 2012 Ryder Cup by Your purchase of Your Ryder Cup Package. All commercial identification rights, if any, must be granted by the Professional Golfer's Association of America.

**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 Us, addressed to Premier Golf, LLC, 4355 River Green Pkwy., Duluth, GA 30096; Fax 770/291-5157, Email: [PremierGolf@PremierGolf.com](mailto:PremierGolf@PremierGolf.com), or to such other address as may be designated by Us 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 Us.

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, Disputes and Arbitration.** This contract shall be governed by, and construed in accordance with, the laws of Georgia. All disputes and complaints, if any, between the parties must be resolved by final and binding arbitration before the American Arbitration Association through its Atlanta Regional Office using the American Arbitration Association's Commercial Arbitration Rules. Any final award may be entered as a judgment by any court of competent jurisdiction. Reserving a Ryder Cup Package and sending the initial deposit is and shall constitute the acceptance and ratification of this contract by You.