



## **Ticket/Credential License Agreement**

The United States Golf Association (the "USGA") has established the following terms and conditions under this Ticket/Credential License Agreement (this "Agreement") for the use of "Ticket(s)" and "Credential(s)" for admission to the 2017 United States Open Championship (the "Championship") at Erin Hills from June 12, 2017 through June 18, 2017, plus any additional day(s) of the Championship due to a postponement, play-off or other eventuality determined by the USGA. Any individual lawfully possessing a valid Ticket and/or Credential shall be a "Ticket Holder" for purposes of this Agreement. This Agreement states the rights and responsibilities of each Ticket Holder and applies to the sale of all Tickets, including sales over the Internet. Additional copies of this Agreement may be obtained by calling (800) 698-0661 or by going to [www.usga.org](http://www.usga.org) or [www.usopen.com](http://www.usopen.com).

Please read this entire Agreement carefully. By accepting a Ticket or Credential, a Ticket Holder agrees that s/he has accepted each of the terms and conditions of this Agreement.

### **1. Delivery of Tickets.**

(a) Ticket Holder is solely responsible for safeguarding all Tickets delivered to him/her, upon receipt. Tickets that are lost, stolen, forgotten, mutilated or destroyed will not be replaced. Tickets that are unreadable due to mutilation of any kind will not be accepted for admission.

(b) Ticket Holder acknowledges and agrees that s/he: (i) is responsible for any and all Tickets s/he provides to any third party; and (ii) s/he will notify any such third party of the existence and applicability of this Agreement and that they are bound by all of the terms and conditions of this Agreement. Any such third party receiving any Ticket or Tickets will be deemed to have accepted each of the terms and conditions contained in this Agreement.

### **2. Admission.**

(a) Every Ticket and Credential is a revocable license, which may be revoked without refund or other consideration, subjecting the Ticket Holder to removal from the Championship for: (i) failure to comply with any term of the Ticket/Credential and/or this Agreement; (ii) failure to obey any posted signs and/or instructions of any championship marshal, official or law enforcement officer; and/or (iii) acting in a dangerous or disorderly manner. The license granted by the Ticket may also be terminated by tendering to the Ticket Holder the purchase price of the Ticket.

Each Ticket Holder is solely responsible for complying with the Championship Code of Conduct outlined below, as well as all of the terms and conditions of this Agreement.

(b) Ticket holder consents to exclusive jurisdiction and venue in Somerset County, New Jersey and to the exclusive applicability of New Jersey law to any dispute related to a Ticket or otherwise related to this Agreement.

(c) Anyone altering or reproducing a Ticket, or attempting to do so, in any manner whatsoever will be subject to civil and criminal liability. Resale or attempted resale of the Ticket at a price higher than face



value of the Ticket is grounds for seizure or automatic cancellation without refund or other compensation.

Ticket sales on or near the grounds associated with the Championship at any price are prohibited, subjecting such Tickets to revocation or cancellation. No Ticket may be used for or in advertising, promotions (including contests and sweepstakes), or other trade or commercial purposes without the express written consent of the USGA. The Ticket Holder is admitted on the condition that s/he agrees not to transmit or sell or aid in transmitting or selling any unauthorized description, account, picture or reproduction of any aspect of the Championship.

In addition to all other rights and/or remedies available to the USGA, breach of the foregoing will automatically terminate all rights to the Ticket and/or access to the Championship without refund or other compensation.

(d) Each person, regardless of age, must have a Ticket for admission to the Championship.

(e) The USGA is the only authorized seller of Tickets. Tickets obtained from sources other than representatives of the USGA, (including but not limited to auction sites) may be lost, stolen or counterfeit and in such cases will not be honored. In addition, Tickets obtained in contravention of the terms of the Ticket and/or this Agreement will not be honored. The USGA has no responsibility for Tickets purchased through an unauthorized source. Ticket Holders in possession of Tickets that have been reported as lost or stolen, are subject to removal from the Championship and may be referred to local authorities for investigation.

### 3. Accessibility for Ticket Holders with Disabilities.

The USGA is committed to compliance with the letter and spirit of the Americans with Disabilities Act (ADA) and will take actions required under the ADA to provide access to the Championship for its ticket holders with disabilities, who are invited to contact the USGA at (800)698-0661 or [ticketquestions@usga.org](mailto:ticketquestions@usga.org) with any requests they may have to provide or enhance such access.

### 4. Postponement and Cancellation Policy.

(a) Dates and times of the Championship are subject to change at any time, either before or during the Championship. The USGA may, in its sole discretion, delay, postpone or cancel the Championship for any reason, including but not limited to weather conditions and safety-related issues. There will be no refunds, exchanges, rainchecks or replacements except as set forth herein.

(b) If fewer than four (4) cumulative hours of play are conducted during any day (such day referred to as the "Affected Day"), then, if determined by the USGA in its sole discretion, that day's ticket may or may not be honored for a subsequent day(s) play or partially or fully refunded.

(c) If the USGA, in its sole discretion, elects to honor a ticket for an Affected Day on a later day(s), unless otherwise determined by the USGA, Gallery tickets, Trophy Club tickets, 1895 Club tickets and any hospitality tickets (including Corporate Hospitality tickets) for such Affected Day shall be allowed access only to the championship grounds on the subsequent day(s) and not the Trophy Club, 1895 Club or any hospitality facility (including Corporate Hospitality facilities), as the case may be. If the USGA has



decided to honor a ticket for future day(s), and such ticket is scanned for a future day, such ticket shall be invalid for any other day regardless of the amount of play conducted on such day.

(d) If the USGA, in its sole discretion, elects to provide a full or partial refund for any Ticket for an Affected Day, the USGA will issue such refund only upon receipt of a request within a reasonable period of time after the conclusion of the Championship and in accordance with refund procedures established by the USGA, in its sole discretion. Refunds will be issued only to the original ticket buyer who purchased the ticket directly from the USGA and refund amount will be prorated for any tickets purchased as part of a ticket package.

(e) Information regarding the USGA decision to: (i) honor a ticket for an Affected Day on a subsequent day; (ii) provide a full or partial refund for a ticket for an Affected Day; and (iii) if applicable, the refund procedure, including form, proof of purchase requirement and deadline for receipt of written requests, will be posted on USGA Web sites [www.usga.org](http://www.usga.org) and/or [www.usopen.com](http://www.usopen.com).

(f) Ticket Holder acknowledges and agrees that: (i) any and all decisions relating to a cancellation and/or postponement of the Championship shall be made by the USGA in its sole discretion; and (ii) Ticket Holder shall adhere to such decisions.

#### 5. Championship Code of Conduct.

(a) The following is a list of prohibited and restricted items and activities within the Championship: weapons (regardless of permit, including but not limited to firearms or knives); explosives and/or fireworks of any kind; tablets and/or computers (cellular mobile devices smaller than 7" are permitted, subject to mobile device policy and camera/photography policy); noise producing devices (including portable speakers); cameras (other than Monday through Wednesday for personal photographic use, subject to mobile device policy and camera/photography policy); backpacks, briefcases purses and/or bags larger than 6"W x 6"H x 6"D in their natural state Note: Transparent/clear plastic hand and shoulder bags smaller than 12"W x 12"H x 6"D are permitted; signs, posters and/or banners; food and/or beverages except for medical or infant needs; containers, coolers, aerosol cans and/or spray bottles except for medical or infant needs Note: Personal care items (3 ounce size or less) and transparent/clear empty plastic water bottle (size 24 ounce or less when empty) are permitted; pets (other than service animals as defined by the ADA assisting disabled individuals); lawn chairs and/or oversized chairs with arms (compact chairs without arms permitted with no case); ladders and/or step stools or other similar items; bicycles allowed inside admission areas or on the championship grounds and any other items deemed unlawful, dangerous or disruptive by the USGA and/or Championship Security Personnel, in their sole discretion. The USGA reserves the right to amend the foregoing list at any time to provide a safe and secure experience at the Championship.

(b) For security or other purposes consistent with the license granted by the Ticket, Ticket Holder consents to the reasonable inspection of his/her person and property before entering and/or during the Championship. The USGA, in its sole discretion, reserves the right to refuse admission to the Championship or to eject anyone refusing to cooperate with such procedures or where a search produces contents or items deemed unlawful, dangerous or prohibited by the USGA. Prohibited or improperly used permitted items will be confiscated. Permitted items left unattended will be removed by security personnel for future pick-up. The USGA is not obligated to hold any item for a period of time longer than the end of



play on the day the item was confiscated by the USGA, nor is the USGA liable for the value of any confiscated and/or unattended item. Any Ticket Holder refusing inspection or otherwise refusing to abide by the USGA's rules and regulations may be denied entry to the Championship or may be removed from the Championship, all without a refund to such Ticket Holder. Any Ticket Holder found with illegal items may be referred to local authorities for investigation.

(c) As a condition to receiving a Ticket and entry to the Championship, Ticket Holder grants permission to the USGA, Erin Hills and/or their respective agents, rightsholders, assigns and/or grantees to utilize, exploit and/or reproduce in perpetuity via any means and media now known or hereafter developed Ticketholder's name, image, likeness, voice and/or any other proprietary indicia, and waives any claim s/he may have related to any such usage, related in any way to coverage or depiction of the Championship, without any compensation whatsoever.

(d) In addition to the foregoing, the USGA reserves the right to refuse admission to or remove any Ticket Holder who: (i) fails to comply with the Championship Code of Conduct; (ii) is disruptive to the Championship or the enjoyment, comfort or safety of other spectators, as determined by the USGA in its sole discretion; or (iii) breaches any of the terms or conditions in this Agreement.

(e) A "no autograph" policy is in effect on the golf course throughout the Championship week. Spectators shall not request or seek a player's autograph (or photograph) from the time a player is en route to his/her first tee until the completion of the player's round. This policy applies to Practice Rounds as well as Championship Rounds. Violation of this policy by Ticket Holder will automatically terminate this license without refund or other compensation.

(f) The following is the mobile device policy:

Spectators may carry mobile devices smaller than 7" in length and/or height including cellphones, smartphones, PDAs. All devices volume controls must be set to "silent" or "vibrate" at all times. Phones calls must be received or placed only in designated "Phone Zones" located around the golf course. Phone calls must not be received or placed in any area that may disrupt play including grandstands. Use of approved devices for photographs must fall within the camera/photography policy. Video and audio recording are not permitted at any time with any device. Texting and email are permissible throughout all areas of the golf course but should NOT disrupt players.

(g) The following is the camera/photography policy:

Stand-alone cameras may only be brought, and mobile device camera features may only be used, during practice rounds (Monday through Wednesday) and only for personal photographic use. No photography is permitted in the presence of a player from the time he addresses the ball until the completion of his swing (i.e., when a marshal's arms are raised). Video and audio recording are not permitted at any time with any device.

(h) Any violation of the Championship Code of Conduct rules, regulations or policies may result in immediate expulsion, confiscation of ticket/credential and loss of ticket/credential privileges for the remainder of the championship without refund or other compensation.



6. Disclaimer and Limitation of Liability and Scope of this Agreement.

(a) Ticket Holder expressly assumes all risks incidental to and associated with attendance at the Championship. By virtue of the Ticket Holder's attendance at the Championship, the Ticket Holder acknowledges that s/he/ understands all risks incidental to and associated with his/her attendance, including but not limited to being struck by a golf ball or golf club, and hereby waives, releases and discharges the USGA, Erin Hills, any and all of their respective affiliated companies and vendors, participating players, and all employees, officers, directors, agents, representatives, and/or volunteers associated with the Championship, and agrees to hold harmless all of the persons and entities listed above, from any and all claims for damages for death, personal injury or property loss or damage including all costs and expenses, which result from the Ticket Holder's attendance at the Championship. This waiver, release and assumption of risk is binding on the Ticket Holder's heirs and assigns.

(b) Tickets to the Championship are sold by the USGA on an "AS IS" basis without warranties or representations of any kind, either express or implied, other than those warranties that are implied by and incapable of exclusion, restriction or modification under New Jersey law. IN NO EVENT WILL THE USGA OR ANY OTHER PERSON INVOLVED IN ANY WAY WITH THE USGA'S TICKETING PROGRAM BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, CLAIMED BY ANY TICKET HOLDER IN CONNECTION WITH ANY OF THE MATTERS COVERED BY THIS AGREEMENT, whether for breach of contract, tortious behavior, negligence, or any other cause of action, other than the exclusive remedies expressly outlined in this Agreement.

(c) This Agreement together with the Ticket contains the entire agreement of the parties with respect to the matters outlined in this Agreement, and supersedes all previous written or oral agreements or understandings between the parties with respect to such subject matter.