



Empordà Golf Club, S.A.

General Terms and Conditions for all Costumers of
the facilities and services offered by the company Empordà Golf Club, S.A.

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Empordà Golf Club, S.A.

General Terms and Conditions for All Customers of
the facilities and services offered by the company Empordà Golf Club, S.A.
Golf Registered in the Register of Sports Entities of the Consell Català de l'Esport
Hotel Terraverda registered Tourist Establishment Registration Number HG-002353



Effective 1/4/2023

www.empordagolf.com/es/condiciones

www.hotelterraverda.com/downloads/condiciones-generales

GENERAL CONDITIONS OF CONTRACT

Article 1. General terms and conditions

- 1.1 The owner of the operation that establishes these general contracting conditions to regulate the use of its facilities (hereinafter, the "Conditions"), is the company EMPORDÀ GOLF CLUB, S.A (hereinafter, "Empordà Golf"), with N.I.F. A-17233164, address at 17257 Gualta (Girona), Mas Nou, Carretera de Torroella de Montgrí a Palafrugell s / n, Tel.: 972 760 450, email golf@empordagolf.com and hotel@hotelterraverda.com.
- 1.2 These Conditions will be applicable to all greenfistas, golf course subscribers, hotel guests, restaurant customers, store buyers and in general to all people who visit Empordà Golf to contract any of the services or products it offers (hereinafter, all of them referred to as "Clients"). As soon as they are applicable, all the people who are, for whatever reason, in the facilities of Empordà Golf must also respect their rules.
- 1.3 In any case, Empordà Golf reserves the right of admission of Customers and visitors in all its facilities and, at any time, may require the abandonment of the facilities to any of them.
- 1.4 Although these rules are organized in chapters for ease of understanding and reading, they will apply in general to all services offered at Empordà Golf, including the hotel, golf course, restaurants and shop, unless they are incompatible with the nature of the service, or it is explicitly specified that a standard is applicable only for a particular service or product.
- 1.5 If not provided for in these Conditions, general laws, and regulatory provisions as well as commonly accepted practices in similar establishments and, in particular, in golf resorts shall apply in the alternative.
- 1.6 These Conditions will be available to Customers in the different receptions of Empordà Golf, as well as in the following web pages: www.empordagolf.com/es/condiciones



and www.hotelterraverda.com/registro, as well as in the other digital platforms of Empordà Golf.

- 1.7 In case of doubts about the interpretation of any of the rules of these Conditions in different languages, the Spanish version and interpretation will prevail.
- 1.8 Communications with Customers will be made through electronic means such as email, WhatsApp, applications used by Empordà Golf and other digital media such as the corporate website. In addition, announcements can also be published on the public information screens located in the facilities of Empordà Golf or on corporate websites.

COMMON RULES ON RESERVATIONS, CANCELLATIONS AND REDUCTIONS

Article 2. Bookings, cancellations and reductions

- 2.1 **Acceptance of Terms.** The confirmation of a reservation implies acceptance of these Conditions.
- 2.2 **Time of confirmation of reservations.** The information provided on the availability of services whether by digital, physical or personal means, does not imply the obligation of Empordà Golf to accept a reservation until it has been expressly confirmed. If Empordà Golf does not respond within 24 hours after the reservation request, it will be understood that the reservation has not been accepted.
- 2.3 **Reserve units.** Unless expressly specified in the reservation, Empordà Golf undertakes to make available to the Client units or services with characteristics and specifications similar to those established in the reservation that has been done.
- 2.4 **Credit card guarantee.** Empordà Golf may require that reservations be guaranteed by credit card or any other means of digital payment (hereinafter, the "Card"). If the guarantee, for any reason, is not valid, Empordà Golf reserves the right to refuse it.



- 2.5 **Authorization of payment by Card.** By providing the card details, the Customer authorizes Empordà Golf to charge all the amounts corresponding to these Conditions or the particular ones that have been contracted, including penalties. In addition, it authorizes Empordà Golf to charge all the corresponding amounts for purchases, consumptions or other charges made by the Client. Empordà Golf may retain the card data up to 48 hours after the user leaves the facilities, to make additional pending or subsequent charges.
- 2.6 **Cancellation of reservations without guarantee.** If Empordà Golf has confirmed the reservation of a hotel room without guarantee, it must be kept until 3:00 p.m. on the day of arrival. If the Customer has not checked in before that time, the reservation will be canceled and the hotel will be able to freely dispose of the room. In the case of a "tee time" reservation, it will be maintained until the time of the reservation, after which it will be canceled. If it is a table reservation for lunch or dinner, it will be canceled if the Client does not show up after 10 minutes of the reserved time.
- 2.7 **Individual or group reservations and cancellations of less than 8 people with refundable rate.** To make an individual or group reservation of less than 8 people in any of our services, it is necessary to pay the amount specified in each service when booking and choose the refundable rate. If the reservation is canceled more than 48 hours before the arrival date, Empordà Golf will refund the entire amount without additional charges. On dates of high demand, the advance margin (hereinafter, "Advance Margin") can be extended up to 7 days and will be announced in the specific conditions of the reservation. If cancelled without giving the Advance Margin, the following penalties will apply:
- If you have booked up to 2 nights, you will be penalized with 50% of the total price of the reserved stay.
 - If you have booked more than 2 nights and less than 7, you will be penalized with 35% of the total price of the booked stay.
 - If more than 7 nights have been booked, it will be penalized with 25% of the total price of the reserved stay.
- 2.8 **Individual or group reservations and cancellations of less than 8 people with non-refundable rate.** To make an individual or group reservation of less than 8 people in



any of our services, it is necessary to pay 100% of the amount when booking and choose the non-refundable rate. This reservation cannot be modified and if canceled, Empordà Golf will not refund the amount under any circumstances.

2.9 **Reservations and cancellations of reservations of groups of 8 or more people: To make a reservation of** a group of 8 people or more in any of our services, it is necessary to pay 30% of the total amount of the reservation, and it will not be refundable in any case. If cancelled between 29 and 15 days prior to arrival, a penalty of 50% of the total reservation amount will apply. If cancelled between 14 and 7 days prior to arrival, a penalty of 80% of the total amount will apply. If cancelled less than 7 days before the arrival date, a penalty of 100% of the total amount of the reservation will be applied, except in cases of force majeure.

2.10 **Partial cancellations of reservations in groups of 8 or more people:** In case of partial cancellations, i.e., reductions in the number of places reserved in a group of 8 people or more, the following rules apply:

- If made between 29 and 15 days before the arrival date, a reduction of up to 15% of reservations made is allowed without penalty.
- If made between 14 and 7 days before the arrival date, a reduction of up to 10% of reservations made is allowed without penalty.
- If you communicate less than 7 days before the arrival date, cancellations of reservations are not allowed, so the total of the reservation will be paid.

2.11 **Application.** These rules on reservations, cancellations and reductions apply in the contracting of all the services of Empordà Golf.

RULES REGARDING HOTEL TERRAVERDA

Article 3. Check-in

3.1 To enter the hotel, the Client must provide the following information and documentation or have previously provided it by mail or other digital means that Empordà Golf will make available:



1. Name and surname, age, sex, date of birth and address.
2. National Identity Card, NIE, or passport.
3. Credit card;
4. Any other information and documentation that may be considered necessary or that is required by the current legislation at any time.
5. Complete and sign the admission form that, together with the reservation, will have the condition of accommodation or lodging contract signed between Empordà Golf and the Client and to which these Conditions will be understood to be incorporated.

3.2 The Customer is advised to follow the advice set out in Annex I.

Article 4. Length of stay and departure ("check in" and "check out")

- 4.1 The duration of the stay will be that indicated in the reservation and recorded on the admission form, without prejudice to being able to modify it by mutual agreement at any later time. In seasons of high influx or special circumstances, Empordà Golf may require the joint hiring of more than one day of stay.
- 4.2 The Client can occupy the contracted room of the hotel from 3:00 p.m. on the day of arrival (or at times of great influx or special circumstances from the moment it is prepared and clean) and until 12:00 noon on the day of departure. In certain circumstances, the hotel may allow the Customer to occupy the contracted room beyond the established hours by requiring the payment of the following surcharges:
 - up to 3 hours: 25% of the daily price agreed with the Customer.
 - more than 3 and up to 6 hours: 50% of the daily price agreed with the Customer.
 - and more than 6 hours: 100% of the daily price agreed with the Client.
- 4.3 If the Client leaves the room before the agreed departure date, he must pay the entire price without being entitled to any reduction or bonus due to his early departure.



Article 5. Price and payment

- 5.1 The prices of the services will be those that appear in the reservation or, failing that, those that Empordà Golf has and publishes at all times.
- 5.2 The complementary services offered by Empordà Golf are not understood to be included in the price of the accommodation unless expressly stated otherwise in the reservation. Empordà Golf will make available to Customers the list of services and their prices.
- 5.3 The use of additional services, including consumption at any point of sale (minibar, bar, restaurant, shop, etc.), implies the explicit acceptance of the corresponding price, which will be charged to the Customer's account and must be paid at the time of departure ("check out"). In the event that the Customer has not previously informed of the use of any service or their consumption, they expressly authorize Empordà Golf to charge the corresponding amount on their Card, even after their departure (check-out).
- 5.4 Payment must be made in euros (€) by validated credit card or validated digital systems or in cash. The objective of Empordà Golf is to eliminate the payment in cash for which Customers, even if they pay in cash, must be provided with a Card. Personal cheques and payment by bank transfer are not accepted.
- 5.5 The Customer is obliged to pay at the time of departure ("check out"), upon presentation of the invoice. In cases of stays longer than 7 days, Empordà Golf may claim payment per week. In no case does the fact of submitting a claim of any nature exempt the Client from the obligation to make the payment of the accommodation and any other complementary services or consumption.
- 5.6 If the Client leaves Empordà Golf (i) without making the total payment of the reservation, (ii) leaving pending the payment of consumptions or any other expense attributable to the Client, Empordà Golf is authorized to charge the total amount of the reservation, consumption, and expenses, as well as the damages detected, on the Card



provided. In this case, the establishment will send the Customer by email or ordinary mail, the invoice with said charges and the proof of payment charged to his card.

Article 6. Specific rules for Hotel Guests

- 6.1 **Parking.** The hotel car park is for the exclusive use of Customers, starting the right of use at the time of check-in and ending with the check-out. In seasons of high affluence, the use of the parking may no longer be free and the payment of an hourly rate may be required. The hotel is not responsible for objects deposited inside parked vehicles.
- 6.2 **Loss of key.** In case of loss or misplacement of the access key to the room, only the reception staff is authorized to provide a new key, after accreditation by the Customer of his identity.
- 6.3 **Deficiencies.** In case of finding any deficiency in any of the services provided or any deterioration of the facilities, equipment, furniture, or utensils of the hotel, communicate it immediately and, if possible, during your stay to the Management to allow the opportunity to correct it.
- 6.4 **Unexpected incidents.** You must inform the Management in case of suffering from any contagious disease, deaths, infractions, or crimes of which it is known that occur in the hotel facilities, so that Empordà Golf can take the appropriate measures and, where appropriate, inform the competent authorities.

RULES RELATING TO THE GOLF COURSE

Article 7. The "Rules of Golf"

- 7.1 The rules of this game and those of etiquette are designed to emphasize the traditions of this sport and show the utmost respect for people, other players, and the environment in general. These rules will be required of all Empordà Golf Customers and especially of subscribers (hereinafter, "Members") for their representativeness and frequency of play.
- 7.2 In everything not provided for in these Conditions, the "Rules of Golf" published by the



Royal Spanish Golf Federation will be of subsidiary application to Customers who play golf, which are the translation of those approved jointly, and internationally, by the R&A (Royal and Ancient Golf Club of St. Andrews) and the USGA (United States Golf Association). These rules govern the game of golf worldwide (hereinafter, the set of applicable rules and regulations shall be referred to as the "Rules of Golf").

- 7.3 All golfers (Members and Greenfistas) are expected to comply with the "Rules on the Care of the Golf Course" detailed in Annex I I of these Conditions.
- 7.4 The fact of going out to play on the golf course implies for the player to have agreed to comply with and respect these Conditions.

Article 8. Course, costumer modalites and dress code.

- 8.1 **Golf courses.** Empordà Golf has two golf courses: Empordà Links and Empordà Forest. Eventually, by modifying the routes, you can have two alternative courses: Empordà Old Course and Empordà New Course.
- 8.2 **Costumer modality.** Customers can play under the greenfista modality (hereinafter, "Greenfista"), i.e., they pay only the price of the greenfee that is established, and the subscriber modality (hereinafter, "Member") in which case they are obliged to pay a fixed periodic amount to play unlimited during the established payment period.
- 8.3 **Dress code for playing in Empordà Golf.** Empordà Golf does not want to adopt a specific code of etiquette but expects players and Customers to be responsible and behave in accordance with the tradition and spirit of this sport. Despite not establishing a specific code, to go out to the field it is forbidden to wear swimsuits, sarongs, jeans, "pirate" or camouflage or military pants, or with multiple pockets, as well as sportswear such as tracksuits, sweatshirts, and shirts without collars or sleeves in the case of men. In general, shirts should be worn tucked inside the trousers, unless the Marshal, in certain circumstances, allows them to be worn on the outside. The use of socks above the ankles is mandatory when wearing shorts. Caps or head protections should be consistent with the golf and placed with the visor in front. The use of golf shoes without spikes is mandatory. If in doubt, players can go to the golf reception or consult the Marshal for more information.
- 8.4 **Maximum number of players per game.** The maximum number of people who can leave in each game is four.



1. **Maximum handicap.** To play in any of the two fields the player must prove to be in possession of the corresponding federation license in force and not have a handicap greater than 36.

- 8.5 **Non-player companions.** Generally, it is permissible for a golfer to be accompanied by a non-player on the course, unless the commercial capacity of the course is reduced due to the limitation of people per game. The total sum of players and non-players per game should never exceed 4. Companions must comply with the following rules: (i) they must always be under the supervision and responsibility of the golfer who has brought them to the course, (ii) they must respect the rules of etiquette and safety of the course, and stay away from the playing areas, (iii) they must not interfere with the play of other golfers, either through noises, movements or actions that may disturb their concentration, (iv) they must respect the instructions of the course staff and be familiar with the basic rules of the game. The Marshal may at any time require the companion or the party to leave the field if the rules mentioned above are breached.

- 8.6 **Toddlers and infants.** Generally, a player is not allowed to bring young children who are not federated or infants to the golf course. However, the player may request a special authorization at the reception of the golf course. The granting of such authorization will depend on the specific objective and subjective circumstances of the moment, and may be granted if it is considered that there is no risk to the minor, or to interfere or disturb the game of other players, nor is the commercial capacity of the course reduced as a result of the maximum number per game. The total sum of players and children per game should never exceed 4. Notwithstanding the foregoing, the Marshal may at any time require the player and the child or the party to leave the field if he appreciates circumstances that so advise.

Article 9. Membership

- 9.1 **Fixing of Rates.** Subscriber or Member fees (the "Fees") are the lists of prices they must pay to play unlimitedly in the determined payment periods and are established for calendar years from January to December. It will also be called Tariff at the price indicated therein for a specific service (e.g. j. Custody fee of the golf bag) If Empordà Golf does not communicate the modification one month before the end of the year, the Rates will be automatically renewed for the following year, applying only the percentage variations that, in more or less, suffer the General Consumer Price Index (CPI) set by the National Institute of Statistics (or Agency that may replace it) for the Total National Set. To determine the new Rates, the percentage increase or decrease experienced by the



CPI between the start date of the review period and the end of the same will be applied to the previous one.

- 9.2 **Explanatory rules.** When the Rates are determined according to the age ranges, the age of the Member will be taken as the age on January 1 of each year. In the case of Rates with couple discount in which the two players have not registered at the same time, the discount will be applied from the month in which both players are effectively registered as Members and will cease to apply from the month in which they cease to be Members. It will be understood that two people are a couple when they are married or are in possession of the certificate of stable partnership. Empordà Golf may require an official document to prove marital status.
- 9.3 **Modification of Rates.** Empordà Golf may only modify the Member Rates of one year for the next or following years. This modification of the Rates will be made by Empordà Golf at its sole discretion, without the historical sequence of prices or the general updating rates, or any other circumstance, implies any limitation to its free will or generates any right or expectation in favor of the Partners. In the same sense, and in fair reciprocity, the seniority of a member does not give the Club any right to demand its permanence, nor the payment of a certain Fee.
- 9.4 **Fees.** The fee is the amount a member pays to play unlimited golf on our courses during a given period. The payment of the fees (hereinafter, the "Fees") must be made by direct debit. Empordà Golf may demand monthly, quarterly, or annual fees, as decided and communicated together with the Rates.
- 9.5 **Payment for purchases or additional services.** Using direct debit, Members may charge their personal account for the payment of any other additional service or the purchase of any product they purchase in the Empordà Golf store. They will also be able to pay for the products or services through the digital means that Empordà Golf has always implemented and in operation.
- 9.6 **Consequences of non-payment of fees.** Members who do not attend the payment of the Fee or the payments due will immediately lose the status of Member and will not have access to our facilities, without prejudice to proceed with the corresponding claims.

Article 10. Member registrations and cancellations



- 10.1 **Member Registrations.** The number of Member places is limited. This maximum number and its modifications are established at the discretion of Empordà Golf.
- 10.2 **Letter of recommendation.** In order for a player to be admitted by the management of Empordà Golf (hereinafter, the "Management") as a Member, he will need the positive recommendation letter of at least two active Members. The registration of Member will take place during the month of January of each year, provided that there is a place available. Exceptionally, you may register in any other month of the year, satisfying the Fees corresponding to the full year.
- 10.3 **Payment of Entry Fee.** Empordà Golf reserves the right to establish a payment fee to access membership (hereinafter, "Entry Fee"). The Entry Fee in no case may be required from those who, at the time of establishing it, were enjoying the status of Member, nor from those who were enjoying a period of leave in accordance with these rules (hereinafter, the "Leave"), but from those who, having lost the status of Member for any reason, request their reinstatement.
- 10.4 **Departure.** After one year of seniority, the Member may renounce his status at any time. Voluntary withdrawal does not require any motivation.
- 10.5 **Departure for non-payment.** In the event of non-payment of any Fee, the Member will automatically lose his status, unless exceptional circumstances arise that justify such non-payment and have been accepted by the Management. In the latter case, the Member will be charged an additional charge corresponding to the management costs incurred.
- 10.6 **Forced casualties.** Following the disciplinary regime established in the Conditions, Empordà Golf reserves the right to withdraw the status of Member to those who, repeatedly or seriously, breach the Rules of Golf or, in any other way, harm the conservation of the course or facilities. Likewise, it reserves the right to withdraw the condition when their behavior threatens good coexistence and social harmony. The loss of the status of Member does not oblige the return of the Fees paid or accrued.
- 10.7 **Readmission. The loss of the status of Member, except in the** cases of Leave established or with the express authorization of the Management, will prevent the player from being readmitted as a Member until after three years have elapsed from the last day of the month in which he lost his status. In any case, to be readmitted, the player must have paid all the corresponding unpaid fees or amounts.



Article 11. Leave of Absence

- 11.1 Members who have not completed one year of seniority in Empordà Golf may not request a leave of absence (hereinafter, the "Leave of Absence").
- 11.2 Membership exceeding one year is required before applying for a Leave of absence if they have suffered an accident or illness that prevents them from playing golf for more than 90 consecutive days. The cause of the Leave must be medically justified and approved by the Management. It may be applied with a maximum of 2 months of retro-activity from the receipt of the required documentation.
- 11.3 Members who have obtained the Leave of Absence may request a refund for inactivity corresponding to the months that their Leave lasts. This refund will be made on the day the Leave ends or at the time the player requests the withdrawal. The amount of the same will be equal to 50% of the amount of the Quotas corresponding to the period that lasts the Leave.

Article 12. Closure of the Golf Courser

- 12.1 Any closures of the courses, as a result of maintenance tasks or the holding of sporting events, will not have an impact on the Membership Fees. In all cases Empordà Golf will notify these closures to the Members sufficiently in advance so that they can be organized.
- 12.2 The course may be closed or the game may be restricted for safety reasons, and due to inclement weather conditions such as severe rain, with or without electrical equipment, floods, lack of visibility, frost, snow or strong winds or other phenomena, where there is a deemed risk to players and other personnel or when the game could cause significant damage to the field itself that affects its maintenance (hereinafter, "Causes of Closure"). The decision will be taken by the Directorate after consultation with its team.
- 12.3 In the event that both courses are closed due to force majeure for a period exceeding 15 days, the Member may request a refund of 50% of the proportional amount corresponding to the period in which the two fields remain closed (hereinafter, "Refund for Inactivity").



- 12.4 If due to the closure of both courses, the player cannot complete his game on the day of his reservation, Empordà Golf will do everything possible to offer him another game date. In case there is no availability of schedules by Empordà Golf or if the player does not accept the offer, half of the amount paid for the reservation will be refunded if the player has completed the first 9 holes, or the entire amount in any other case.

Article 13. Golf Bags, manual trolleys, electric trolleys and buggies

Golf Bags

- 13.1 The Member and the Greenfista have the right to leave in custody a golf bag paying the established Fee. When the personnel conditions allow it, and provided that the reservation has been made conveniently, you will find your bag of clubs in the stand that you have decided, outside the Caddy Master enclosure, ready to go out and play. When the conditions of service allow it, the Caddy Master area will be of exclusive access to the professionals and Staff of Empordà Golf.

Manual trolleys

- 13.2 The Member who pays Fee can use free of charge and whenever there is availability, a manual cart of Empordà Golf. The Greenfista and the Member who do not pay the Fee must pay the established Fee.
- 13.3 The Member and the Greenfista will be able to use their own car, but they will not be able to leave it all in the facilities of Empordà Golf.
- 13.4 Players who use manual carts of Empordà Golf are responsible for taking care of them and returning them to the Caddy Master immediately after the game. Empordà Golf will sanction Customers who lose, carry, damage the car they would have used or do not return it to the Caddy Master after the game.

Electric Trolleys

- 13.5 Members and Greenfistas will be able to use the electric trolleys provided by Empordà Golf satisfying the established Rate.
- 13.6 They can also use their own electric trolley, but you cannot leave them in custody in the facilities of Empordà Golf.



- 13.7 Players who use Empordà Golf electric trolleys are responsible for taking care of them and returning them to the Caddy Master immediately after the game. Empordà Golf will sanction Customers who lose, carry, damage the trolley they would have used or do not return it to the Caddy Master after the game.

Buggies

- 13.8 Members and Greenfistas may only use the buggies provided by Empordà Golf satisfying the established Rate.
- 13.9 Exceptionally, Members residing in the apartments and houses of Las Mironas may obtain a personal and non-transferable "Driver pass", upon payment of the established Rate. With this pass, they can use their own buggy to play on the course in any of its modalities. The pass will always be personal, and the permit will be granted to the person who paid for it, not to the buggy. Those Members who do not have the "Driver pass" will not be able to go out to the course with **their** buggy, nor move to the driving range or use it to accompany other players, they can only use it to move from their home to the Clubhouse.
- 13.10 The Member who has an unlimited annual Fee or a "Driver pass" may not assign or lend his rights to another Member or player, without prejudice to being able to enjoy the vehicle in the company of any other player of departure.
- 13.11 In order to manage demand and ensure the availability of these vehicles, Members and Greenfistas are advised to reserve the vehicle at least 48 hours in advance.
- 13.12 The buggy can only be used to go out to the Empordà playing field and must be returned immediately to the Caddy Master's facilities at the end of the game. If the vehicle has not been returned after 6 hours from the time of departure to the course, Empordà Golf may impose on the player an economic penalty equal to twice the amount of the Fee corresponding to the delay time.
- 13.13 The player is responsible for caring for and returning the buggy in the same condition as he received it. Empordà Golf will sanction Customers who lose, take or damage the buggy.
- 13.14 The buggies must respect at all times the regulations of the course and the indications of the staff of Empordà Golf. They cannot circulate on tees or greens or in the restricted



areas. In case of storm or heavy rain, and for safety reasons, Empordà Golf can prohibit, in general, its use, even if the service was contracted.

Electric motorcycles and other prohibited vehicles

- 13.15 The circulation of electric motorcycles, scooters, as well as any other vehicle or similar invention on the golf courses of Empordà Golf is expressly prohibited.

Article 14. Golf tournaments

- 14.1 Empordà Golf may organize exclusive tournaments for Members, or free registration, or especially dedicated to other sports categories, both national and international.
- 14.2 Unless otherwise specifically provided, tournament registration must be made 48 hours prior to the start of the tournament. For this registration to be effective, the corresponding deposit must be paid.
- 14.3 Tournament registrations may be cancelled at least 48 hours before the start of the relevant tournament. In this case, Empordà Golf will refund the registered player the total price deposited, through the same payment method that has been used for payment.
- 14.4 Registrations in the tournaments may be carried out, alternatively: (i) digitally through the enabled means or (ii) physically at the reception.
- 14.5 In case of total cancellation of a tournament for reasons attributable to Empordà Golf, it will be obliged to return the full deposits paid by the players registered in it.

Article 15. Golf Academy

- 15.1 The Golf Academy welcomes children from the age of 6.
- 15.2 The cost of the Golf Academy will be established by Empordà Golf. The applicable Rates may be established annually, together with the rest of the Empordà Golf Rates, or individually for each specific course or class.
- 15.3 Both children who are Members or relatives of Members and non-Members can



register for the Golf Academy, freely.

- 15.4 If the classes of the Golf Academy or tournaments are canceled by Empordà Golf, it will be obliged to the full refund of the deposit paid for this concept.

RULES REGARDING THE CATERING OF THE CLUBHOUSE

Article 16. Catering in the Clubhouse

- 16.1 The Club House of Empordà Golf offers a bar and restaurant service with extended hours to meet the needs of customers. To ensure the sustainability of the operation and the working conditions of the staff, a system of exclusive slots has been established. During certain hours, which vary according to the season, the restaurant and the main terrace will be available only to Customers who wish to have lunch or dinner. During these hours of exclusivity, other spaces will be enabled for the service of drinks.
- 16.2 Customers can use the "take away" service offered by the Clubhouse, at the times and on the dates that such service is operational.
- 16.3 It is strongly recommended that all payments are made through Card or other digital means.

GENERAL RULES FOR ALL ACTIVITIES

Article 17. Rules of Procedure

- 17.1 **Identification.** Customers and their companions must provide their respective identification documents, keys to access the rooms, lockers or Customer card whenever they are necessary for the control of access to certain facilities, or the enjoyment of certain services provided by Empordà Golf.
- 17.2 **Golf courses, spaces declared smoke-free.** To preserve the safety of the facilities and people, smoking is strictly prohibited on any of the courses of Empordà Golf. Failure to comply with this rule shall be considered serious misconduct. This measure is implemented following the recommendations of the authorities and with the



aim of minimizing the risk of fires that can cause irreparable damage. If a customer smokes in the course, he will be penalized with a fine of € 100 and will be immediately expelled from the premises. If he repeats his conduct, he may be punished with a temporary or definitive expulsion.

- 17.3 **Space declared smoke-free in rooms and interior spaces.** Smoking is not allowed in the rooms or in the interior spaces. Smoking is only permitted in outdoor spaces, unless expressly stated otherwise. If a customer fails to comply with this obligation, he may be sanctioned with a fine of € 100 and may be immediately expelled from the premises. If he repeats his conduct, he may be punished with a temporary or definitive expulsion.
- 17.4 **Empordà Golf declared smoke-free space.** In order to protect the health and well-being of all guests, from a date that **will be** duly announced, smoking will be prohibited throughout the area of Empordà Golf, both indoors and outdoors, with the exception of areas specially marked for smokers. In this sense, we appreciate the collaboration of all to maintain a healthy and pleasant environment for all Customers and staff.
- 17.5 **Access to facilities. Access to the facilities** is reserved exclusively for Customers, but they will only have access to the facilities of Empordà Golf whose services they have contracted.
- 17.6 **Valuables.** Jewelry, money, or other valuables must be deposited in the safe available in the rooms. Although Empordà Golf takes all necessary measures to guarantee the safety of the valuables of its Clients, it is not responsible for the loss or theft of said objects beyond **the** compensation covered, where appropriate, by the insurance you would have contracted. Therefore, users are strongly advised to deposit any valuables in the safe and keep it closed while out of the room.
- 17.7 **Liability in case of bad behavior.** The Client is responsible for his behavior **and that of the** people who accompany him, (in the case of the hotel it will be the Client who has signed the admission form or the person who has made the reservation) both minors and adults. If the Client or any of his companions fails to comply with the rules established in the Conditions or behaves inappropriately, as in the case of drug use, drunkenness, vandalism or harassment of other Clients or staff, Empordà Golf reserves the right to evict the Client and his companions without them being entitled to compensation or indemnification. If necessary, Empordà Golf may request the assistance of the agents of the authority to evict Clients and companions who do not



behave properly, or who intend to enter the facilities for purposes other than the peaceful enjoyment of the services provided.

- 17.8 **Respect of resting schedules and use of facilities.** It is mandatory in the hotel to respect the resting areas during the night hours (between 23:00 and 8:00 hours) and siesta (between 14:00 and 17:00 hours). In general, in all the facilities of Empordà Golf you should avoid generating unnecessary noise, especially during the time slots, so as not to disturb the rest of other guests. The schedules indicated for the use of the corresponding facilities must be respected by all Clients. These hours may vary depending on the season of the year and the day of the week. Guests should ensure they are aware of up-to-date schedules and act accordingly to avoid disruptions to hotel services.
- 17.9 **Sustainability.** At Empordà Golf we promote sustainability and ask our Customers to collaborate by making moderate and responsible use of water and electricity supplies, especially heating and air conditioning systems.
- 17.10 **Drink in moderation. In order to** promote a safe and respectful environment for all Customers and staff, all Customers are asked to consume alcohol responsibly and avoid any behavior that may disturb the order and tranquility of the venue. In the event that a Customer shows signs of excessive alcohol consumption, the staff reserves the right not to serve him more drinks and take the necessary measures to ensure his well-being and that of other Customers.
- 17.11 **Prohibitions in the facilities of Empordà Golf.** In Empordà Golf, it is forbidden in all its facilities the possession of the following objects and substances, as well as the actions or behaviors indicated below:
1. Firearms, explosive or flammable materials.
 2. Objects or elements that emit an unpleasant odor.
 3. Firecrackers or similar devices that may cause a fire.
 4. Objects of unusually large measures or in unusual quantities.
 5. Drugs, narcotics or similar substances, whose possession or consumption are prohibited in Spain.



6. Any object or element whose possession is prohibited in Spain.
7. Abusing alcohol.
8. Perform acts or activities that are contrary to current legislation, morality or public order.
9. Use the facilities for purposes other than those intended, unless expressly authorized in writing.
10. Bring food or drinks to be consumed in the facilities, except food for children under 2 years staying at the hotel. Likewise, the consumption and handling of food in the facilities is not allowed, except those offered by the establishment itself (i) in the minibar service, or (ii) through room service.
11. Circulate or be in spaces reserved for staff or private.
12. Stroll through the golf courses and their paths without the authorization of the Marshal, except in the case of golfers who are playing.
13. Misuse of the facilities, equipment, furniture, and utensils, including, but not limited to, rooms, towels, bed linen, furniture, rental material, buggies, etc. (hereinafter, "Material and Facilities") In case of loss, theft or unjustified deterioration of the Material and Facilities, Empordà Golf reserves the right to demand from the Client its corresponding compensation to repair the damage caused.
14. Do not hand over magnetic room cards at check-out. If they are not returned, Empordà Golf will apply a penalty of 15 euros, or the amount established in each case.
15. Hang garments on the façade, exteriors of the hotel or on the terraces of the rooms.
16. Transit, without authorization from the Management, through areas reserved for the rest of the Clients staying or other areas reserved for them, in the case of visitors who are not staying at the hotel.
17. Bring animals to the facilities, except for dogs for which special regulations have been established within these Conditions.



Article 18. Customer Responsibility in Sports Activities

18.1 In Empordà Golf various physical and sports activities are promoted, both directly and by third parties. By contracting the performance of any of these activities, the Client accepts and declares the following: (i) Be in adequate health conditions for the performance of the corresponding activity, (ii) Know and respect the applicable regulations and regulations, as well as the risks inherent to the corresponding activity. Empordà Golf is exempt from any responsibility for accidents or incidents occurring during the performance of such activities.

Article 19. Theft or loss of belongings

19.1 Empordà Golf is not responsible for the loss, theft or theft of objects or money in its facilities, including the rooms, even those deposited in the reception or in the safe of the room.

19.2 If Customers or visitors find lost objects in the facilities of Empordà Golf, they must take them to the reception, where they will be kept for one month. Items lost on the golf course, such as clubs, covers, etc., will be handed over to the Caddie Master, who will also keep them for one month. After this time, Empordà Golf will consider them abandoned.

19.3 In case of abandonment of belongings or expulsion from the facilities for any justified reason, Empordà Golf may remove the Client's belongings and make an inventory that must be signed by two witnesses. If the Customer has not claimed his belongings after one month from the notification, Empordà Golf will consider them abandoned.

19.4 Golf Bags and other golf objects found in the club room and not stored as boarding or custody will be made available to the player when their owner is known. If the owner is not known, it will be considered abandoned object and will only be kept for one month.

19.5 When a departing Member has not remove his/hers sports equipment within one month from the last day of the month in which he caused withdrawal, the material



will be considered abandoned.

Article 20. Regulations on dogs

- 20.1 In compliance with the rules established below, dogs are allowed to enter the facilities of Empordà Golf.
- 20.2 A maximum of two dogs per game are allowed on the golf course, provided that the "dog fee" established by Empordà Golf is paid and they are tied up and supervised by their owners. They can also be in the Club House and other facilities of Empordà Golf under the same conditions. If the presence or movements of the dogs disturb other persons, the Management or the personnel in charge of the premises may, at its discretion and taking into account all the circumstances, prohibit entry or require them to leave the premises.
- 20.3 One dog per room is allowed at the hotel, as long as the Customer pays the corresponding supplement and keeps the dog on a leash at all times. If the Client wishes to bring more than one dog per room, he must notify it and Empordà Golf will decide, depending on the circumstances, whether to grant or deny the authorization. In any case, the Customer will be required to sign a document in which he agrees to respect the specific regulations.
- 20.4 In all cases, the following rules shall apply:
- a) Aggressive dogs that may cause harm to people or facilities or dogs that, due to their objective nature, or the education received, are not suitable to live in our facilities are not allowed. In case of doubt, it will be the Management who will decide.
 - b) The staff of Empordà is empowered to require the presentation of the corresponding health certificates of the animal.
 - c) The dog will not be able to walk on the greens and tees, but they will be able to walk on the roads and fairways as long as it is on a lead and complies with the rules. Dogs of Customers who do not play golf may not enter the golf course or walk the paths of the course.
 - d) The owner is obliged to collect the excrement of his dog and to immediately dilute with abundant water the urine hoops so as not to damage the lawn with the nitrogen contained in urea. In this sense, dogs whose owners are not provided with



adequate bags or containers of water can be prevented from entering. Empordà Golf will make available to Customers the bottles and special products that they must use.

- e) If a dog soils or damages any Material and Facilities, it will be the responsibility of the owner to clean the affected place or, where appropriate, repair or compensate for the damage caused. If it cannot be repaired and has to be carried out by Empordà Golf, the amount of such repair must be compensated by the owner.
 - f) The owner will be responsible for the inconvenience or injury that his dog could cause to anyone who is in the facilities of Empordà Golf.
- 20.5 Empordà Golf reserves the right to restrict or suspend, temporarily or permanently, the entry of dogs into its facilities or part of them, as well as to enable reserved and closed areas for the exclusive use of dogs. Empordà Golf can also restrict entry for one or more dog owners, if it considers that, despite the established rules, it disturbs the good coexistence or maintenance of the facilities.

Article 21. Data protection rules

- 21.1 Empordà Golf will be responsible for the processing of personal data provided by the Client.
- 21.2 The main purpose of the processing of personal data by Empordà Golf will provide the Client with all the services requested, including complementary services, and the legal basis for such treatment will be the execution of the accommodation contract.
- 21.3 Empordà Golf may process the Client's personal data in order to send commercial information, activities of various kinds and offers on the services and news offered by Empordà Golf, including by electronic means. The legal basis for this treatment will be the legitimate interest of Empordà Golf in keeping the Customer informed. If the Customer does not wish to receive such communications, he may express his refusal at the time of booking online, upon arrival or in any commercial communication sent to him.
- 21.4 Empordà Golf will transfer the Client's personal data to third parties when there is a legal obligation that contemplates it. Likewise, certain suppliers of Empordà Golf may have access to the personal data of the Client when this is necessary to execute



this accommodation contract (eg, IT providers).

- 21.5 The Client may exercise his rights of access, rectification, deletion, limitation of treatment, opposition and, in certain circumstances, portability of his personal data, as explained in the additional and detailed Information on Data Protection, available on our website: www.hotelterraverda.com/privacidad.
- 21.6 In accordance with the applicable legislation, it may be required, and the Client will be obliged to provide information about the minors accompanying him.

Article 22. Dress Code.

- 22.1 Empordà Golf does not want to adopt a specific dress code but expects Customers to be respectful of the traditions and practices that usually prevail in this type of golf resorts.
- 22.2 Notwithstanding the above rule, in the common areas of the hotel, casual clothing, such as T-shirts, shorts and comfortable shoes is allowed. On the terraces and pool, the use of appropriate swimwear is allowed. It is not allowed to wear swimsuits or walk without a shirt or t-shirt inside the hotel or in the Clubhouse. In the restaurant, it is recommended, except in hot seasons, appropriate clothing for dinner, such as long pants and collared shirts. The use of clothing is prohibited with offensive or inappropriate messages.

Article 23. Exchange and return policy in the PROSHOP store.

- 23.1 The deadline for exchanging or returning a product purchased in the Empordà Golf store is 30 calendar days from the time of purchase and it is necessary to present the original proof of purchase receipt.
- 23.2 Empordà Golf will not accept the exchange or return of products that have been used, are in poor condition or have lost their original labeling or packaging.
- 23.3 Empordà Golf reserves the right not to process the exchange or return of certain products purchased in the store that, for hygienic reasons, are not suitable for sale again.
- 23.4 The refund of the amounts paid for the returned products will be made by delivering a voucher to purchase products in the same store for the same amount of the returned



products. This voucher will be valid for 60 days from the date of issue. If the Customer prefers a cash refund, he can request it within 2 days of the purchase and Empordà Golf will proceed to refund the amount within a maximum period of 7 working days from receipt of the returned product. In any case, the refund will be made using the same payment method used in the original purchase.

DISCIPLINARY REGIME

Article 24. Disciplinary regime

Disciplinary power

- 24.1 Empordà Golf may exercise disciplinary power over its clients and, where appropriate, visitors, for the use they make of its facilities and their behavior. This includes the ability to investigate incidents and, if necessary, impose sanctions for any violation of these Conditions, at Empordà Golf's discretion. Infringements will be classified at discretion as minor, serious or very serious, and the repetition of minor faults will be considered as serious misconduct.
- 24.2 The exercise of disciplinary power in the sports field will be governed by the provisions of the Rules of Golf and, additionally, by the state or regional regulations that result from application.

Sanctions

- 24.3 The sanction may consist, depending on the seriousness of the infringement and the degree of frequency or repetition, according to the discretionary criteria of Empordà Golf, in (alternatively or cumulatively):
- (i) Verbal reprimand.
 - (ii) Private written reprimand.
 - (iii) Suspension of the right to use the facilities of Empordà for a certain period.
 - (iv) Final expulsion with indefinite prohibition of access; and
 - (v) Economic penalty for an amount equivalent to twice the damages caused to Clients, Empordà Golf, its staff, visitors or third parties.



Damages caused.

- 24.4 In addition to the sanctions referred to in the previous articles, those who have caused an infringement, in accordance with the previous above rules, will be obliged to compensate in full for the damages caused, as well as any other compensation that may be applicable to each specific case.
- 24.5 The Client will be responsible for any damage or harm suffered by the Material and Facilities and caused by him or his companions and guests.
- 24.6 If the Client makes improper use of the Material and Facilities, and therefore these require a thorough cleaning after use, Empordà Golf reserves the right to charge the Client an additional payment for cleaning.

Article 25. Inadmissible conduct in the Golf Course

- 25.1 **The purpose.** Empordà Golf expects all players to voluntarily respect the rules and contribute to fostering a positive and enriching experience for all members of their community. In this sense, we reserve the right to establish a specific policy of penalties based on experience, to discourage behaviors that may cause damage to the facilities or that go against the civic spirit of this sport.
- 25.2 **Concealment or impersonation.** The concealment or impersonation of identity or the attempt to obtain it to avoid or reduce the payment of the services provided by Empordà Golf is considered a serious offense.
- 25.3 **No Shows.** If a Member does not show up at the reserved time without reasonable justification (hereinafter "No Show"), Empordà Golf reserves the right to demand payment of 50% of the price of the corresponding greenfee. The player may cancel a reservation without consequences as long as he does so at least 48 hours in advance and will have the possibility to do so through any of the available platforms.
- 25.4 **Objects found in the course.** Any player who is caught collecting balls from lakes or other areas of the facilities or keeping objects and material found on the course that does not belong to him, will be sanctioned in accordance with these Conditions.
- 25.5 **Cleanliness and hygiene.** It is important to maintain cleanliness and hygiene on the golf course. Therefore, it is forbidden to urinate or defecate in any part of the course,



outside the toilets installed for this purpose.

- 25.6 **Practice balls.** Misappropriation of practice balls provided to players in the Practice Range is not permitted. In addition, it is forbidden to reuse them without authorization or without paying the corresponding Fee. Any player caught engaging in such misconduct will be sanctioned in accordance with these Terms.
- 25.7 **Noises and screams.** To maintain an atmosphere of respect and cordiality it is forbidden to shout on the course or make disturbing noises, especially during the game of other players.
- 25.8 **Use and return of rental material.** Any rental material used (cars, buggies, clubs, etc.) and belonging to Empordà Golf must be returned to the Caddy Master in the same state of conservation that was given to him for use. It is the player's responsibility to ensure that the material is in good condition before use, and to report any damage or anomaly found during use. Players who violate these rules may be sanctioned depending on the circumstances.

Article 26. Complaint forms

- 26.1 Empordà Golf makes available to all its customers the regulatory complaint forms, which may be requested at any time.

Article 27. Jurisdiction and applicable law

- 27.1 Any dispute or controversy arising from or related to these Conditions will be resolved by the courts and tribunals of La Bisbal d'Empordà. The applicable legislation will be Spanish in general, and Catalan or municipal when applicable.



ANNEX I

SPECIFIC RECOMMENDATIONS TO HOTEL GUESTS

- ✓ Monitor and control your objects and luggage.
- ✓ Close the door to your room when you leave it.
- ✓ Keep the door closed when in the room.
- ✓ Close luggage when not in use and place it in the room closet.
- ✓ If the luggage has a lock, always use it.
- ✓ Notify the Management of any anomaly that occurs.
- ✓ Do not display jewelry, money, or valuables in your room and, where appropriate, always keep them in the safe.
- ✓ Do not invite strangers to your room or provide them with the room number.
- ✓ Do not allow hotel repair and maintenance personnel to enter your room without prior authorization from the Management.
- ✓ Do not allow people with unsolicited deliveries or services to enter the room.



ANEXO II

SPECIFIC RULES ON THE CARE OF THE GOLF COURSE

General

- ✓ Wear golf shoes with plastic spikes (metal spikes are prohibited).
- ✓ Replenish divots on fairways and tees.
- ✓ When indicated, bring bottles of sand or seed to repair divots.
- ✓ Use electric vehicles according to the rules.
- ✓ Smoking is not allowed in the countryside.
- ✓ Maintain a rhythm of play following "Ready Golf" recommendations.
- ✓ Taking care of the countryside is everyone's obligation.

Bunkers

- ✓ Enter the bunker from the flattest point.
- ✓ Rake all traces and marks until uniform.
- ✓ If necessary, rake other affected areas.
- ✓ Rake towards you when you leave the bunker.
- ✓ Do not pile sand on the edge of the bunker. Spread excess sand.
- ✓ Leave the rake outside the bunker.
- ✓ Leave the rake parallel to the line of play. The handle points to the tee of the hole.

Divots

- ✓ Properly replenish divots on the fairways and tees.
- ✓ Locate detached grass clippings and fill in the gap.
- ✓ Avoid scattered pieces of grass.
- ✓ Tread the filling firmly so that it can take root in the place.

Greens

- ✓ Repair pitchmarks that occur on the greens.
- ✓ Use a pitchmarks repairer.
- ✓ Puncture the contour of the impact and pry towards the center of the shaft.
- ✓ Do not scratch the green with tees or sharp objects.
- ✓ Carefully flatten the repair with the putter.



- ✓ Do not drop the flag on the surface of the green.
- ✓ Accompany the mast in its fall with the stick or hand.
- ✓ Do not damage the green with bags or cars.
- ✓ Do not use the putter to remove the ball from the hole.

Buggies

- ✓ Only electric vehicles authorized by the club can be used.
- ✓ Drive with caution and respect for all players.
- ✓ Do not circulate within a radius of 30 meters from the green or tees.
- ✓ Do not drive inside bunkers, greens, or tees.
- ✓ Only two people can go in each vehicle.
- ✓ Children under 16 years old are not allowed to drive the vehicle.
- ✓ Pay maximum attention to the conservation of the lawn.
- ✓ Stay out of wet areas.
- ✓ Stay out of areas under repair (GUR) or worn.
- ✓ If there are roads, circulate through them.

Marshal

- ✓ The Marshal is the highest authority in the course.
- ✓ The "pros" also have the status of Marshals.
- ✓ Ensure players abide by the rules.
- ✓ They will be able to give indications to ensure the good development and rhythm of the game.
- ✓ They have the power to expel a player or entire game from the course.
- ✓ The indications of the Marshal are mandatory.

In summary, leave the course in the condition in which you would wish to find it in.