

Empordà Golf Club, S.A.

General Conditions of Contract for All Clients of

the facilities and services offered by Empordà Golf Club, S.A.

Golf Registered in the Registry of Sports Entities of the Consell Català de l'Esport número A00665

Hotel Terraverda registered Tourist Establishment Registration Number HG-002353

www.empordagolf.com/es/condiciones

www.hotelterraverda.com/downloads/condiciones-generales

GENERAL TERMS AND CONDITIONS OF CONTRACT

Article 1. General terms and conditions of contract

- 1.1 **What entity does these conditions establish?** The owner of the operation that establishes these general conditions of contract 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, Telf.: 972 760 450, email: golf@empordagolf.com and hotel@hotelterraverda.com.
- 1.2 **What is the purpose that inspires them?** These rules are designed to honor the classic traditions and rules of golf, a sport where attitude and respect play a fundamental role. Our purpose is to promote an exemplary behavior in which the essence of golf acts as a reference beyond the field, to achieve an environment of maximum civics and consideration for people, other players and the environment as a whole. At Empordà Golf, we advocate for a healthy, respectful and peaceful style of golf, without fanfare or dawn. Our policies have been designed to ensure that arbitrary or strident behavior does not adversely affect the expectations of those customers who choose our facilities, relying on the model of order, respect and tranquility that we want to define us. It is important to note that this approach may not be appropriate for those players looking for a more casual and hectic atmosphere at a golf club.
- 1.3 **To whom are they applicable?** These Conditions shall apply to all players of the golf course (hereinafter may be called, "Greenfistas"), players who pay a voucher to play



on the golf course (which may hereinafter be called, "Members" or "Members"), hotel guests, catering customers, buyers of the store and in general to all persons who visit or, for whatever reason, they are located at the facilities of Empordà Golf (hereinafter, all referred to as "Customers", and according to the context will also include the "Greenfists" and "Partners"). Due to their representativeness and frequency of gambling, these rules are expected to be met in an exemplary manner by the Partners. The confirmation of a reservation, the acquisition of membership status, the use of any service or simply entering the site of our facilities, implies acceptance of these Conditions and the willingness to comply with all its rules.

- 1.4 **Reservation of the right of admission.** Empordà Golf reserves the right to admit people to all its facilities and at any time may deny entry or demand the abandonment of the same to any of them, as well as agree to the prohibition of definitive or temporary access.
- 1.5 **How is this text organized?** The text of these Conditions is organized in chapters in order to facilitate its understanding and reading, however, its rules will apply to all services offered, including the hotel, golf course, restaurants, shop, parking and garden areas except when they are incompatible with the nature of the service or specified, explicitly or implicitly, that a particular rule is applicable only to a particular service or product.
- 1.6 **And what is not provided for in these Conditions or precise interpretation?** If not provided for in these Conditions, the laws and general regulatory provisions will apply in a subsidiary manner, as well as the practices commonly accepted in similar establishments and, in particular, in golf resorts comparable to ours. The interpretation of these rules shall be governed by common practice arising from sports tourism complexes of a similar nature.
- 1.7 **¿Dónde se publican estas Condiciones?** These Conditions will be available to Customers at the different receptions of Empordà Golf, as well as on the following web pages: www.empordagolf.com/es/condiciones



and www.hotelterraverda.com/registro. They will also be available on the other digital platforms used by Empordà Golf.

- 1.8 **How does Empordà Golf communicate with its Customers?** Communications with Customers will be made through electronic means such as email, WhatsApp, applications used by Empordà Golf and any other digital media. In addition, advertisements may also be published on the public information screens located on the Empordà Golf facilities or on the corporate websites, as well as on any other physical or digital support managed by Empordà Golf or an authorised person.
- 1.9 **What version prevails of texts published in several languages?** In case there are doubts about the interpretation of any of the rules of these Conditions in different languages, the Spanish version and interpretation will always prevail.

COMMON RULES THROUGHOUT THE RESORT

Article 2. Bookings, cancellations and reductions of reservations

- 2.1 **¿Cuándo se entiende confirmada una reserva?** Cuando se confirme en escrito. Only reservations confirmed in writing will be valid. Reservations can be managed through any of the channels and media that Empordà Golf has established.
- 2.2 **At what point is a reservation confirmed?** The reservation is only valid from the moment the written confirmation is received. If Empordà Golf does not respond to a request, it will be understood that the reservation has not been accepted. Any information provided about the availability of services does not imply, in any way, the confirmation of a reservation.
- 2.3 **What exactly are we booking?** Unless otherwise specified by the reservation, Empordà Golf undertakes to provide units or services that are similar in features and specifications to those indicated in the booking made by the Customer.
- 2.4 **Do I have to leave a guarantee to book?** Empordà Golf may require reservations to



be guaranteed by credit card or any other digital means of payment (hereinafter, the "Card"). In the event that the guarantee, for any reason, is not valid, Empordà Golf reserves the right to reject it.

- 2.5 **Authorization of payment by card.** By providing card details, the Customer authorises Empordà Golf to charge all amounts corresponding to these Terms and Conditions or any particular amounts that have been contracted, including penalties when their amount is specified in these Conditions. In addition, it authorizes Empordà Golf to charge all corresponding amounts for purchases, consumptions or other charges made by the Customer. Empordà Golf may retain card details up to 48 hours after the Customer leaves the premises in order to charge additional charges pending or later.
- 2.6 **Did you know that our goal is to become a cashless resort?** It is strongly recommended that all payments be made through Cards or other digital means. In order to simplify processes and promote financial transparency, Empordà Golf's goal is to eliminate metallic payment for all its services.
- 2.7 **What happens when the Customer does not show up having a reservation made without guarantee?** If Empordà Golf has confirmed the reservation of a hotel room made without guarantee, it must be kept until 3:00 p.m. on the scheduled day of arrival. If the Customer has not checked in before that time, the reservation will be canceled and the hotel can freely dispose of the room. In the case of a "tee time" reservation, this will be maintained until the time of the reservation, after which it will be canceled. In the case of a table reservation to eat or other service, it will be canceled if the Customer does not show up after 10 minutes of the reserved time.
- 2.8 **How are reservations and cancellations for individuals or groups of less than 8 people managed at the refundable rate?** To make an individual or group reservation of less than 8 people at the refundable rate, it is necessary to provide a credit card guarantee or pay the specified amount for each service when booking and choose the refundable rate. If cancelled more than 48 hours before arrival date, Empordà Golf will refund the full amount free of charge. On high demand dates, the advance margin (hereinafter, "Advance Margin") can be extended up to 7 days, and will be announced



in the specific conditions of the reservation. Cuando el Cliente cancele sin dar el Margen de Previn, se aplicarán las siguientes penalizaciones:

- ✓ The first 2 units will be penalized with 50% of the price of the reserved stay.
- ✓ The next up to 7, will be penalized with 35% of the price of the reserved stay.
- ✓ Those exceeding 7 units will be penalized with 25% of the price of the reserved stay.

2.9 How are reservations and cancellations for individuals or groups of less than 8 people managed at the non-refundable rate? To make an individual or group reservation of less than 8 people in any of our services in the non-refundable rate modality, it is necessary to pay 100% of the amount when making the reservation or provide a guarantee credit card and choose the non-refundable rate. This reservation cannot be modified and if canceled, Empordà Golf will not refund the amount under any circumstances, except in cases of force majeure.

2.10 How are hotel reservations and cancellations for groups of 8 or more people managed? To make a hotel reservation of a group of 8 people or more, 30% of the total amount of the reservation will be charged, which will not be refundable in any case.

- ✓ If cancelled between 29 days or more and 15 days before the arrival date, a penalty of 50% of the amount of the reservation will be applied.
- ✓ If cancelled between 14 and 7 days before the arrival date, a penalty of 80% of the amount of the reservation will be applied.
- ✓ If cancelled less than 7 days before the date of arrival, a penalty of 100% of the amount of the reservation will be applied.
- ✓ In cases of force majeure affecting both the Customer and Empordà Golf, the amount will always be refundable.

2.11 How are partial hotel cancellations managed in groups of 8 or more people? In case of partial cancellations, that is, reductions in the number of places booked in a group of 8 people or more, the following rules will apply:



- ✓ If it is between 29 days or more and 15 days before the date of arrival, a reduction of up to 15% of reservations made without penalty is allowed.
- ✓ If it is made between 14 and 7 days before the arrival date, a reduction of up to 10% of reservations made without penalty is allowed.
- ✓ If notified less than 7 days before the arrival date, cancellations of reservations are not allowed, for which the total reservation will be paid.

2.12 How are tee times bookings and cancellations for groups of 8 or more people managed? To make a tee times reservation for a group of 8 people or more, a payment of 30% of the total cost of the reservation or a credit card guarantee will be required. This deposit will be fully refundable in case of cancellation, whether total or partial, provided that at least one week is notified in advance of the reserved date. If the number of players is reduced, the non-refundable deposit will also be reduced in the same proportion. Once this period of one week has passed, the exact number of players with a non-refundable greenfee reservation (30%) must be confirmed at least 48 hours before the scheduled date so that we can make the appropriate preparations. This number may vary with respect to the number used to calculate the non-refundable deposit. The final pending amount, which will be calculated based on the number of golfers who ultimately play, must be paid on the day of the game. This amount will not be less than the previously calculated non-refundable deposit. In the case of groups with a large number of players, these conditions may be replaced by other personalized conditions that have been previously agreed and accepted.

2.13 What is meant by greater force? For the purposes of these Conditions, except where other specific circumstances arise, any external, unforeseeable or unavoidable circumstance that prevents the fulfillment of the confirmed obligations shall be understood by force.

2.14 What are the prices? The prices of the services will be those that appear on the reservation or, failing that, those that Empordà Golf disposes of and publishes at any time. The complementary services offered by Empordà Golf are not understood to be included in the price, unless otherwise expressly provided in the reservation. Empordà Golf will make available to Customers the list of services and their prices.



- 2.15 **What is the price of additional services?** They will be those that in each case are indicated. The use of additional services, including consumption at any point of sale (minibar, bar, restaurant, shop, etc.), implies 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 been informed of the use of any service or consumption, he/she expressly authorises Empordà Golf to charge the corresponding amount to their Card, even after check-out.
- 2.16 **How should the payment be made?** The payment must be made in euros (€) through Card or validated digital systems. Empordà Golf aims to eliminate the payment in effect. Even if customers choose to pay in cash, they must have a card to guarantee payments. Personal cheques or payments by bank transfer are not accepted, unless personalized conditions are agreed.
- 2.17 **When will hotel Customers have to pay?** The Hotel Customer is obliged to pay at the time of departure ("check out"), upon presentation of the invoice. In the case of stays longer than 7 days, Empordà Golf may claim payment per week. Under no circumstances does the act of filing a claim of any nature exempt the Customer from the obligation to pay for accommodation and any other services or consumption.
- 2.18 **In what situations can Empordà Golf make use of the Card?** If the Customer leaves Empordà Golf without making the full payment of the reservation, or leaving the payment of consumption or any other expense attributable to the Customer, Empordà Golf is authorized to charge the total amount of the reservation, consumption and expenses, as well as the damages detected, to the Card provided. In this case, the establishment will send the Customer by email or ordinary mail, the invoice with said charges and proof of payment charged to your Card.
- 2.19 **If products are purchased in the Proshop store, what is the return policy?** The deadline for exchanging or returning a product purchased in the Empordà Golf store is 30 calendar days from the moment of purchase and proof of original purchase is required.



- ✓ Empordà Golf will not accept the change or return of products that have been used, are in poor condition or have lost their labeling or original packaging.
- ✓ 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.
- ✓ 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 importance as the returned products. This voucher will be valid for 60 days from the date of issue. If the Customer requests a refund of the amount paid, they may request it within 2 days of purchase and Empordà Golf will proceed to return it within a maximum period of 7 business days from receipt of the returned product. In any case, the refund will be made through the same payment method used in the original purchase.

Article 3. General rules of coexistence

- 3.1 **Attitude matters.** The goal of Empordà Golf Club is to become a sanctuary for golf lovers and their families, offering an exceptional experience in a unique and serene environment, without bustle or shouting, showing maximum respect for the facilities, golf etiquette and rules, focused on players who want to fully enjoy this sport in a healthy and quiet environment, Surrounded by like-minded people attracted by the vibrant nature offered by the Empordà and the Costa Brava. If the Customer or any of his companions does not participate in this philosophy, Empordà Golf reserves the right to evict the Customer and his companions without them having the right to compensation or compensation.
- 3.2 **Access to facilities.** Access to the facilities is reserved exclusively for Customers, who will only have access to part of the facilities that are typical of the services they have contracted.
- 3.3 **Identification required.** Customers and their companions must provide their respective identification documents whenever requested by Empordà Golf staff.



- 3.4 **Empordà Golf, a space without humo.** In order to protect the health and well-being of all people, smoking is prohibited in all areas of Empordà Golf, both indoors and outdoors, as well as on golf courses, with the sole exception of areas especially marked for smokers. In this regard, we appreciate everyone's cooperation to maintain a healthy and pleasant environment for all Customers and staff.
- 3.5 **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.
- 3.6 **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 order and tranquility of the place. In the event that a Customer shows signs of excess alcohol consumption, the staff reserves the right not to serve any more alcoholic beverages and to take the necessary measures to guarantee their well-being and that of other Customers.
- 3.7 **Specific prohibitions.** In Empordà Golf, the intention of the following objects and substances, as well as the actions or behaviors indicated below, is prohibited in all its facilities:
1. Firearms, explosive or flammable materials.
 2. Objects or elements that emit an unpleasant odor.
 3. Snaps or similar devices that can cause a fire.
 4. Objects of unusually large sizes or in unusual quantities.
 5. Drugs, narcotics or similar substances, whose possession or consumption are prohibited in Spain.
 6. Any object or item whose possession is prohibited in Spain.
 7. Abusing alcohol.
 8. Carry out acts or activities that are contrary to current legislation, morality or public order.
 9. Use the facilities for purposes other than those planned or those that are usual

in this type of establishment in the place that is located, unless expressly authorized in writing.

10. Bring meals or drinks from outside to be consumed in the facilities, except food for children under 2 years of age staying at the hotel. Likewise, the consumption and handling of food is not allowed in the facilities, 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 along the golf courses and their paths without the authorization of the Marshal, except that you get the golfers you are playing without.
13. Misuse the facilities, equipment, furniture and utensils, including, but not limited to, rooms, towels, bedding, furniture, rental equipment, buggies, etc. (hereinafter, "Material and Facilities"). In the event of unjustified loss, theft or damage to the Material and Facilities, Empordà Golf reserves the right to demand compensation from the Customer to repair the damage caused.
14. Do not hand over the room keys when checking out. If they are not returned, Empordà Golf will apply the penalty established at all times.
15. Place garments on the façade, outside the hotel or on the terraces of the rooms, except on the hangers specially installed for this purpose.
16. Travel, without authorization of the Management, through areas reserved for personnel.
17. Bring animals to the facilities, with the exception of dogs for which special regulations have been provided within these Conditions.

3.8 **Forbidden to walk the field if you do not stop playing.** Walking around the golf course is prohibited. The golf course is not a garden, nor a public recreational place, it is a sports facility, subject to rules, insurance, sports conditions, etc. and therefore any person who must strictly comply with the rules established here. Empordà Golf is not responsible for accidents that people who have entered its facilities may suffer without complying with the rules.

3.9 **Respect the rest.** It is mandatory to respect the hours of night rest (between 23:00 and 8:00 hours) and six (between 14:00 and 17:00 hours). In general, you should always avoid generating unnecessary noise, especially during the aforementioned



time slots, so as not to disturb the rest or tranquility of other Customers. The hours indicated for the use of the corresponding facilities must be respected by all Customers. These times may vary according to the season of the year and the day of the week. Guests must ensure that they know the updated schedules and act accordingly to avoid interruptions in hotel services.

- 3.10 **Clothing at the resort.** Empordà Golf does not want to adopt a specific dress code, but expects guests to be respectful of the traditions and practices that usually prevail in this type of golf resort. Casual clothing such as T-shirts, shorts and comfortable shoes are allowed in public areas. On the terraces and pool, the use of appropriate bath linen is allowed. The use of bath rooms or shirtless shirts or T-shirts is not allowed inside the hotel or clubhouse. In the restaurant, except in hot seasons, we recommend appropriate clothing for dinner, such as long pants and tight shirts. The use of clothing with offensive or inappropriate messages is prohibited.
- 3.11 **What to do if I find deficiencies?** In the event that the Customer finds any deficiency in any of the services provided or any deterioration of the hotel's facilities, equipment, furniture or utensils that is unreasonable, he must immediately notify the Management in order to allow the repair of the same. No claims after the stay will be accepted.
- 3.12 **What to do about unexpected incidents?** Immediately inform the Management in case of any contagious illness, failures, infractions or crimes that are known to occur in the facilities, in order that Empordà Golf can take the appropriate measures and, where appropriate, bring it to the knowledge of the competent authorities.
- 3.13 **How to treat value objects?** Jewellery, money or other objects of value must be deposited in the safe available in the rooms. Although Empordà Golf takes all necessary measures to guarantee the security of its Customers' valuables, it is not responsible for the loss or theft of such objects beyond the compensation covered, if any, by the insurance it had contracted. Therefore, users are recommended to deposit any object of value in the safe and keep it closed while outside the room. Empordà Golf is not responsible for the loss, theft or theft of objects or money in its facilities,



including rooms, including those deposited at reception or in the safe of the room.

- 3.14 **How do we proceed with lost objects?** Guests find lost objects at the Empordà Golf facilities, they must be taken to reception, where they will be kept for a 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 a month. After this time, Empordà Golf will consider them abandoned.
- 3.15 **I abandon belongings.** In case of abandonment of belongings or expulsion from the premises for any justified cause, Empordà Golf may withdraw the Customer's belongings and carry out an inventory that must be signed by two witnesses. If the Customer has not claimed their belongings after one month from the notification, Empordà Golf will consider them abandoned.
- 3.16 **Sports responsibility.** In Empordà Golf various physical and sports activities are promoted, both provided directly and by third parties. By contracting any of these activities, the Customer 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 such activities.

Article 4. Regulations on dogs

- 4.1 **Dogs are welcome.** In compliance with the rules established above, dogs are allowed in the facilities of Empordà Golf.
- 4.2 **How many dogs?** 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 attacked and supervised by their owners. They can also be in the Clubhouse and other facilities of Empordà Golf under the same conditions. If the presence or movements of the dogs belong to other persons, the Management or the personnel in charge of the facilities may, at their discretion and taking into account all circumstances, prohibit entry or



demand that they leave the place. One dog per room is allowed at the hotel, provided the Customer pays the corresponding surcharge and keeps the dog at all times. If the Customer wishes to bring more than one dog per room, they must notify them 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.

4.3 **Are there limitations?** Indeed, and in summary they are as follows:

- a) Aggressive dogs that can cause damage 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) Empordà staff is empowered to require the presentation of the corresponding health certificates of the animal.
- c) The golfers' dog will not be able to walk on the greens and tees, but on the paths and coves as long as they go closely and follow the rules. Guests who do not play golf may not enter the golf course or walk along its paths.
- d) The owner is obliged to collect the excrement of his dog and immediately dilute with plenty of water the urine circles so as not to harm the lawn with the nitrogen containing the urea. In this sense, dogs whose owners do not come from adequate bags or water containers may be prevented from entering. Empordà Golf will make available to Customers the bottles and special products that must be used.
- e) If a dog sugars 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 the damage caused. If this cannot be repaired and must 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 may cause to any person who is in the facilities of Empordà Golf.



- 4.4 **Can the presence of dogs be restricted?** Empordà Golf reserves the right to Restrict or suspend, temporarily or permanently, the entry of dogs in their facilities or part of them, as well as to enable reserved and closed areas for the exclusive use of dogs. You may also restrict entry for one or more dog owners if you consider that, despite the established rules, it disturbs good coexistence or maintenance of the facilities.

NORMAS ESPECÍFICOS DE CADA SERVICIO

Article 5. Specific hotel rules

- 5.1 **What is the minimum information required to check in at the hotel?** In order to enter the hotel, the Customer must provide or have provided the following information and documentation:

- ✓ Name and apparents, age, sex, date of birth and address.
- ✓ DNI, NIE or passport.
- ✓ Credit card.
- ✓ Any other information and documentation that may be considered necessary or required by current legislation at any given time.
- ✓ Fulfill and sign the admission sheet that, together with the reservation, will have the status of accommodation or accommodation contract signed between Empordà Golf and the Client and to which these Conditions will be incorporated.
- ✓ If the guest is a golfer, indication of your Handicap.

- 5.2 **What recommendations should be followed is huésped?** Se recomienda al Cliente que siga las siguientes recomendaciones:

- ✓ Monitor and control your objects and equipment.
- ✓ Close the door of your room when leaving it.
- ✓ Keep the door closed when in the room.



- ✓ Close the equipment when not in use and place it in the room closet.
- ✓ Si el equipaje tiene cerradura, usarla siempre.
- ✓ Notify Management of any anomaly that can be seen.
- ✓ Do not display jewelry, money or objects of value in your room and, if necessary, always keep them in the safe box.
- ✓ Do not invite strangers to your room or provide them with their number.
- ✓ Do not allow the repair and maintenance staff of the hotel to enter your room without prior authorization from the Management.
- ✓ Do not allow entry into the room to people with deliveries or services that have not been requested.

5.3 **What is the length of the stay?** The duration of the stay will be that indicated in the reservation and is stated on the admission sheet, without prejudice to being able to modify it in common agreement at any later time. In high seasons or special circumstances, Empordà Golf may require the minimum booking of more than one day of stay or service.

5.4 **What are the departure and entry times?** The Customer can occupy the contracting room of the hotel from 3:00 p.m. on the day of arrival (or at times of high traffic or special circumstances from the moment it is prepared and clean) until 12:00 p.m. on the day of departure. In certain circumstances, the Hotel may allow the Customer to occupy the contracted room beyond the established time by requiring payment of the following charges:

- ✓ 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 Customer

5.5 **What happens if a Customer anticipates their departure?** If the Customer leaves the room before the agreed departure date, he/she must pay the full price without being entitled to a reduction or discount.

5.6 **What to do if you lose your room key?** In case of loss or loss of the access key to the



room, only the reception staff is authorized to provide a new key, after proving your identity by the Client.

Article 6. Golf-specific rules

- 6.1 **How many courses are there in Empordà Golf?** Empordà Golf has two golf courses: "Empordà Links" and "Empordà Forest". Eventualmente, modificaando los reridos, puede disponer dos campos alternativos: "Empordà Old Course" y "Empordà New Course".
- 6.2 **Under what modalities can you play?** Customers can play under the Greenfista mode, that is, paying the price of the established greenfee (for one or more departures) or the modality of Member paying a periodic fee for the use of the field plus the right to manage the game per exit that is established.
- 6.3 **Can I play without checking in?** Access to the golf course is not allowed without having previously completed and completed the check-in process established at all times. No player can go out and play without having registered, at least the following data:
- ✓ Full name, postal code and country of origin.
 - ✓ Identification document (DNI, NIE or passport).
 - ✓ Handicap (HDP) or equivalent indication of your game level.
 - ✓ Cuando se trate de Socios o playeres cuyos datos ya parte del sistema, no deberán introducir de nuevo estos datos, pero si hacer el procedimiento de check in abbre-
viado.
- 6.4 **What time should I arrive at the tee box?** Departure times are planned to avoid queues and crowds, allowing for a smooth departure. The player must present you at the tee between 5 and 10 minutes before the reserved time. The first player in the round must start his game punctually at the reserved time. Arriving late to the tee can disrupt the pace of play and affect the players behind you. In the event of a delay, the Marshal may prohibit departure, and when deemed feasible, may reschedule it, but



this option cannot be guaranteed.

- 6.5 **What rules of play should the golfer respect?** In addition to these Conditions, the rules of golf published by the Royal Spanish Golf Federation will also apply, 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 regulate the game of golf worldwide (hereinafter, the set of rules and applicable rules shall be called the "Rules of Golf"). The fact of leaving to play on the golf course implies for the player having agreed to comply with and respect these Conditions, including the Rules of Golf.
- 6.6 **Is there a dress code to go out into the countryside?** Empordà Golf does not want to adopt a specific label code, but expects players to watch according to the game of golf and watch with the garments distributed by suppliers specialized in this sport or similar. Despite not establishing a specific code, to go out to the countryside or go to the driving range it is forbidden to wear bath suits, sarongs, cowboys, pirate pants, camouflage or military pants, or with multiple buns, as well as sports clothes such as candidas, sweatshirts, and shirts without leather or without mangas in the case of men or tank tops in the case of women. T-shirts are also not allowed. In general, polo shirts should be worn inside the pants, except that the Marshal, appreciating different objective or subjective circumstances, allows them to be worn outside. The use of socks is mandatory. Caps or head protections must be matched to the gulf and always placed with the visor in front. The use of golf shoes without clavos is mandatory. In case of doubt, players can go to the golf reception or consult the Marshal for more information. Maintaining these forms helps preserve the culture, values and tradition of this sport.
- 6.7 **What are the specific rules on course care adopted at Empordà Golf?** The requirement is essential to keep our course in optimal condition and ensure that all players can enjoy a high-quality golf experience. In this sense, players must scrupulously comply with the "Rules on the care of the golf course" detailed in Annex I of these Conditions. Failure to comply with these rules may result in the player being expelled from the field and even from the facilities. Repeated failure to comply with them will always be



considered serious misconduct and with exceptions, will imply immediate expulsion from the field.

6.8 **Punishable conduct in the field of golf.** Faults contrary to the spirit and traditions of golf are considered, among others, the following:

- ✓ **Ocultación o suplantación de identidad.** 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 serious misconduct.
- 1. **No Shows.** The player will be able to cancel a reservation without consequences as long as they do so at least 48 hours in advance, and will have the possibility to do so through any of the available platforms. If a player does not show up at the booked time without reasonable justification, Empordà Golf may demand a penalty of 50% of the green fee. If you are a Member, in addition to being obliged to pay the corresponding Management Fee, after the third 'No Show', you will be unable to make reservations for one month.
- ✓ **Objects found in the field.** Any player who is discovered collecting balls from lakes or other areas of the facilities or leaving objects and material found on the field that does not belong to him, will be sanctioned in accordance with these Conditions.
- ✓ **Toilet and hygiene.** It is important to maintain cleaning and hygiene on the golf course. Therefore, it is forbidden to urinate or defecate anywhere in the field, outside the bathrooms installed for this purpose.
- ✓ **Practice balls.** The practice balls provided to Customers at the Practice Camp are the exclusive property of the club. Consequently, Customers are not allowed, who appropriate them, use themselves to play on the field or reuse themselves without authorization or without paying the corresponding Fees. Any player who is discovering these behaviors will be sanctioned in accordance with these Conditions.



- ✓ **Noise and scream.** To maintain an atmosphere of respect and cordiality it is forbidden to shout on the field or make annoying noises, especially during the play of other players.
 - ✓ **Aggressive attitudes.** Under no circumstances shall disrespectful or aggressive behaviour be tolerated or justified, unless it is used for legitimate defence. Any dispute or disagreement between players or games must be resolved peacefully and respectfully, without resorting to shouting, intimidation, or any form of aggression, whether verbal or physical. In case of a conflict or difference, the player will refrain from harassing others and must immediately report the incident to the Reception of the club or to the Marshals, who will take appropriate measures according to the circumstances.
 - ✓ **Use and return of rental material.** The rental material (carts, buggies, poles, etc.) must be returned to the Caddy Master in the same state of conservation in which it was delivered, immediately after the end of the use for which it was rented. It is the responsibility of the player to ensure that the material is in good condition before use, and to report any damage or anomaly found during the Same. The Club will sanction players who do not return the material at their pick-up location.
- 6.9 **It is mandatory for each player to bring his bag of sticks.** Each player must carry their corresponding stick bag. It is not allowed to share clubs with other players, nor to leave the field as a player without removing the regulation stick bag. It is also not allowed to play with more than one golf ball, except when required by the modality of the game or authorized by the Club.
- 6.10 **Who can play in Empordà Golf?** To play in either of the two fields, the player must prove at Reception that he is in possession of a valid federation license. At certain times or on certain routes, the club may establish access restrictions for players whose handicap exceeds a specific level. In case of having a handicap greater than the maximum indicated and provided that the departure is allowed, the player or players will be required to be accompanied by a professional who will assume the responsibility of complying with the rules and, in particular, ensuring the rhythm of play.



- 6.11 **How many players can leave in a game?** The maximum number of people allowed in each game is 4. Under no circumstances will groups exceeding 4 people be allowed in the field. In cases where a player is accompanied by a caddie, the Marshal or the Reception may authorize exceptions if they consider it appropriate depending on the influx and level of players on the field, but in no case will the number be allowed to exceed 6 people per game, maximum 4 plus 2 caddies. To avoid any confusion, "caddie" is understood as the person who attends a golfer during the practice of golf, takes the bag of clubs, advises on the playing conditions and makes recommendations on the club to choose. Cuando se trate de campeonatos, se estará a lo que específicamente se haya dispuesto.
- 6.12 **Are they allowed without being players or caddies?** Only when authorized by the Reception or Marshal and does not reduce the rhythm of playing on the field due to the limitation of people per game. The total sum of players and non-players per game may never exceed 4 (except as provided for by Caddie). In any case, companions will always be under the supervision and responsibility of the golfer who has taken them to the course. The Marshal may at any time require the companion or game to leave the field if the aforementioned rules are breached. Cuando se trate de campeonatos, se estará a lo que específicamente se haya dispuesto.
- 6.13 **Are small children or babies allowed to be taken to the countryside?** In general, a player is not allowed to take small children who are not federated or babies to the golf course. However, the player may request special authorization at the reception. The granting of such authorisation shall depend on the specific objective and subjective circumstances of the time, and may be granted if it is considered that there is no risk to the minor, nor can it interfere with or disturb the play of other players, nor is it affected by the rhythm of play. The total sum of players and boys per game can never exceed 4. Notwithstanding the foregoing, Marshal may at any time require the player and the boy or game to leave the field if, in his sole judgment, he appreciates circumstances that thus achieve it.
- 6.14 **Can bags be left in custody and stick bags rented?** The player can leave his bag in



custody by paying the established rate, as well as renting, as long as there is material available, a complete set of sticks and bag. The most accurate and up-to-date information on the material in custody or rent, including the insurance contracted and its imports, will be available through the Club Reception. If you lose the bag or do not return it, you will have to pay its cost.

- 6.15 **Are there manual and electric trolleys?** The player can use an Empordà Golf manual or electric trolley as long as there is availability subject to the rules and rates determined by Empordà Golf at all times. The players take care of them and return them to the Caddy Master immediately after the game. Empordà Golf will sanction Customers who lose, get up, damage the cart they have used or do not return it to the Caddy Master after the game. The amount of the sanction will be determined and communicated by the club at all times. The player can also use their own manual or electric trolley.
- 6.16 **Can buggies be used?** Players can only use the buggies provided by Empordà Golf satisfying the established rate. In order to manage the demand for buggies and guarantee the availability of these vehicles, they must be booked at least 48 hours in advance. The buggy can only be used to enter the playing field or practice field and must be returned immediately at the Caddy Masters facilities at the end of the game. If the vehicle has not been returned within 6 hours from the departure time to the course, Empordà Golf may impose a financial penalty on the player. The amount of the sanction will be determined by the club at all times. The player is responsible for taking care of and returning the buggy in the same state that received it. Empordà Golf will sanction Customers who lose, remove or damage the buggy. The amount of the sanction will be determined by the club at all times.
- 6.17 **Where can buggies circulate?** The buggy can only be used to go out to the playing field or driving range and must be returned immediately at the Caddy Masters facilities at the end of the game. If the vehicle has not been returned within 6 hours from the departure time to the course, Empordà Golf may impose a financial penalty on the player. The amount of the sanction will be determined and communicated by the club at all times. Buggies must respect the course regulations at all times and the indications



of the Marshals and other Empordà Golf staff. They cannot circulate near tees or greens or in restricted areas. In case of storm or heavy rain, and for safety reasons, Empordà Golf may generally prohibit its use, although it has contracted the service.

- 6.18 **Can electric motorcycles be used?** Not. The circulation of electric motorcycles, scooters, as well as any other vehicle or similar invention in the golf courses of Empordà Golf is expressly prohibited.
- 6.19 **Closing of the field for maintenance or sports events.** The closing of the field, as a result of maintenance tasks or the celebration of sporting events, will not have an impact on Membership Fees. In all cases, Empordà Golf will notify Members in advance so that they can arrange.
- 6.20 **Closing the field for security reasons.** The field may be closed or may be restricted for safety reasons, when due to weather due to rain, with or without electrical apparatus, flooding, lack of visibility, frost, snow or strong winds or other phenomena, there is a risk for 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 Management after consulting with your team. If due to Closed Causes, the Greenfista player cannot complete his game on the golf course on the day of his reservation, Empordà Golf will do everything possible to offer another date of play. In the event that there is no availability of schedules by Empordà Golf or 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 full amount in any other case.
- 6.21 **Closing by force for more than 15 days and return of Cuotas.** In the event that the closing of both fields occurs 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, "Return for Inactivity").
- 6.22 **I dropped out of belongings at the Caddy Master.** The bags and other golf objects found in the Caddy Master and which are not stored as pupils 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 they will only be kept for one month. If a Member causes low and does not remove their sports material in one month from the last day of the month in which it fell low, the material will be considered abandoned.

- 6.23 **Torneos e inscripción.** Empordà Golf can organize national and international tournaments. Unless specifically available, registration for tournaments must be made 48 hours before the start of the tournament. For this registration to be effective, payment of the corresponding deposit must be made. Registration for tournaments may be carried out, alternatively: (i) digitally through the means enabled or (ii) physically at the reception.
- 6.24 **Cancellation of registrations.** Tournament registrations may be cancelled at least 48 hours before the start of the corresponding 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 his credit. In case of total cancellation of a tournament for reasons attributable to Empordà Golf, it will be obliged to refund the full deposit paid by the players registered in it.
- 6.25 **Formal celebrations.** The tournaments, their celebrations and awards ceremonies will be carried out in an atmosphere of absolute tranquility and respect, avoiding any excess of noise or inappropriate behavior. Although enthusiasm and joy are valued, any excessive borrowing that can disturb the harmony and experience of others should be avoided.
- 6.26 **Children's school.** The infant school welcomes children from 6 years old. The cost of the children's school will be established by Empordà Golf. The applicable rates may be established annually, along with the rest of the Empordà Golf rates, or individually for each specific course or class. Any child can register. In the event that classes or tournaments are cancelled by Empordà Golf, you will be obliged to refund the amount paid.

Article 7. Features of golf in the Socio modality



- 7.1 **Who can be a member of Empordà Golf?** Any person who meets the conditions to be an Empordà Golf player, pays the entrance fee that is established and is admitted by the Management after receiving two letters of positive recommendation from at least two active Members. The number of membership places is set at the discretion of Empordà Golf. Empordà Golf reserves the right to establish other conditions to admit new Members. Once admitted, the Member must register their data and other information by completing the Membership Registration form that the club has established.
- 7.2 **Is there an entry fee to become a Member?** Empordà Golf reserves the right to establish a payment to access the status of Member (hereinafter, "Entry Fee"). Under no circumstances may the Entry Fee be required of those who at the time of establishment were enjoying the status of Member, nor those who were enjoying a period of leave in accordance with these rules (hereinafter, the "Leave of Absence"), but those who, having lost the status of Member for any reason, They request their readmission.
- 7.3 **¿Cuándo puede darse de alta un Socio?** The registration of Member will take place during the month of January of each year. Exceptionally, you can register in any other month of the year, satisfying the Fees corresponding to the full year.
- 7.4 **When can a Partner get down and what effects does it have?** After one year of seniority, the Member may renounce his condition at any time. The voluntary withdrawal does not require any motivation. For the low to be effective, the Member must complete the Low Model, which will be available at the club, on the website or on the enabled digital systems, at least 15 days before the effective date of the cancellation. The loss of membership status, except in cases of leave established or with express authorization from the Management, will prevent the player from readmission as a Member until 3 years after the last day of the month in which he lost his condition.
- 7.5 **Can disciplinary casualties occur?** Following the disciplinary regime established in these Conditions, Empordà Golf reserves the right to withdraw the status of Member from those who, repeatedly or seriously, fail to comply with the Conditions or Rules of Golf or, in any other way, prejudice the conservation of the course or facilities. Likewise, it reserves the right to withdraw the condition when the behavior of these



prejudices or may prejudice good coexistence and social harmony. The loss of membership does not oblige the return of the Fees admitted or due.

- 7.6 **What Fees apply to Members?** Las que estén publicadas para cada año. Empordà Golf can only modify the Member Rates for one year for the next or following. This modification of the Rates shall be made by Empordà Golf at its sole discretion, without the historical sequence of prices or the general indices of update, or any other circumstance, suppose any limitation to its free will or gender any right or expectation in favor of the Members. In the same sense, and in fair reciprocity, the antiquity of a Member does not give the Club any right to demand its permanence, nor the payment of a certain Fee. 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 exclusively the percentage variations that, in more or less, cover the General Consumer Price Index (CPI) set by the National Institute of Statistics (a body that replaces it) for the Total National Complex.
- 7.7 **Clarifying rules.** When the Fees are determined according to age ranges, the age of the Member will be taken as the age of the Member on January 1 of each year. In the case of Rates with a couple discount, if they have not been discharged on the same day, the discount will be applied in the full year in which both players are registered as Members and will stop being applied from the year in which they cease to be. It will be understood that two persons are a couple when they are married or in the possession of the stable couple certificate (or similar document in the case of non-Spaniards). Empordà Golf may require an official document to check marital status.
- 7.8 **What are they and how are the Fees paid?** La cuota es el importe fijo que el Socio paga para utilizar los campos durante un período determinado. Payment of the queues (hereinafter, the "Cuotas") must be made by direct debit. Empordà Golf may require monthly, quarterly or annual fees, as decided and communicate it together with the Fees.
- 7.9 **What are they and how are exit gambling management rights paid?** Gambling management rights (hereinafter referred to as "Gambling Management Law") is the



amount that the Member pays per exit to cover the operational costs of gambling management. It will be sold and paid by digital means with each departure. Its importance may vary depending on time conditions, the frequency of gambling or other circumstances that are determined. The set of your amount will follow the same rules as the Fees.

- 7.10 **What happens if a Member does not pay the Cuotas?** In case of payment of any fee, the Member will automatically lose his condition, unless there are exceptional circumstances that, in the opinion of the Management, justify said tax. In the latter case, the Member will be charged an additional charge corresponding to the management expenses incurred, and the departures that occur from the last period covered by the last amount paid until the regularization of the situation, must be paid to the amount of the Rack fare.
- 7.11 **Can Members use their personal account to pay for additional purchases or services?** Members may not charge for their personal account the payment of other additional services or the purchase of products purchased in the Empordà Golf store, except when the digital means that allow them to do so are enabled.
- 7.12 **When can a Member request leave of absence?** Members who have not reached one year of seniority in Empordà Golf may not request a leave of absence (hereinafter, the "Leave of absence"). Members with more than one year of seniority may request a leave of absence if they have suffered an accident or suffer from a serious illness that prevents them from playing golf for more than 180 consecutive days. The reason for the leave of absence must be justified by a medical report and approved by the Management. It will be applied from the calendar quarter following the receipt of the required documentation.
- 7.13 **When is the fee reduced in cases of leave?** 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 cancellation. The amount of the same will be equal to 50% of the amount of the Fees corresponding to the period that the leave lasts.



- 7.14 **Can the Member leave his bag in custody?** The Member has the right to leave one or more bags of sticks in custody, paying the Rate established per bag. When staff conditions permit and as long as the reservation has been made properly, they will find their bag of clubs ready to go out and play in the support they have chosen. The Caddy Master area will be exclusively accessible for Empordà Golf professionals. For reasons of occupational health, none of the bags left in custody may exceed, at any time, 15 kilos of weight. Empordà Golf reserves the right to have custody of those who exceed this limit. The most accurate and up-to-date information on the material in custody, including the insurance contracted and its imports, will be available through the Club Reception.
- 7.15 **How is the use of the manual trolley regulated for the Member?** Members who pay Fee can make free use of the manual trolleys provided by Empordà Golf. Those who do not pay Fees will be subject to the general rules and rates determined by Empordà Golf at all times. The Member takes care of it and returns it to the Caddy Master immediately after departure. Golf will sanction Members who lose, get up, damage the cart they have used or not return it to the Caddy Master after the game. The amount of the sanction will be determined and communicated by the club at all times.
- 7.16 **How is the use of electric trolleys regulated by the Member?** Members may use the electric trolleys provided by Empordà Golf by paying a unit rate or through a ski pass. You can also use your own electric trolley, but you will not be able to leave them in custody at the Empordà Golf facilities. Those who use electric carts of Empordà Golf take care of them and return them to the Caddy Master immediately after the game. Empordà Golf will sanction Customers who lose, get up, damage the cart they have used or do not return it to the Caddy Master after the game. The amount of the sanction will be determined and communicated by the club at all times.
- 7.17 **What about buggies?** Members can use the buggies provided by Empordà Golf satisfying the unit rate or ski pass established. In order to manage the demand for buggies and guarantee the availability of these vehicles, Members must reserve the vehicle at least 48 hours in advance. The Member is responsible for caring for and returning the



buggy in the same state that received it. Empordà Golf will sanction those who lose, remove or damage the buggy. The amount of the sanction will be determined by the club at all times.

- 7.18 **Can our own buggies be used?** It is not allowed to use personal property buggies on the golf course or to travel to the driving range. Private vehicles may only be used for transfer to the club from their respective residences, and must be parked in the designated areas for this purpose.

Article 8. Restoration

- 8.1 **Can I eat at Empordà Golf?** Empordà Golf offers a restaurant service every day of the year in the Clubhouse and Hotel Terraverda. The service is open to all audiences. To ensure the sustainability of the operation and the working conditions of the personnel, a system of time slots has been established.
- 8.2 **Is there a Take away service?** Indeed. Customers can use the "take away" service offered by the Clubhouse, at the times and on the dates that such service is operational.
- 8.3 **Capacity of the tables.** The maximum capacity of the tables in the restaurant is 8 people, unless a prior reservation has been made in reserved rooms in coordination with the organization of the event.

Article 9. Other services

- 9.1 **Parking.** The parking is for the exclusive use of Customers, beginning the right of use at the time of registration ("check-in") and ending with departure ("check-out"). Standard privately used cars can use the car park, but large vehicles, caravans, trailers, cargo cars or similar vehicles are not authorized to use any of our car parks, except when dealt with duly authorized suppliers. It is expressly forbidden to spend the night in the parking inside or outside the vehicle. In high busy seasons, the use



of parking may no longer be free and the payment of an hourly rate may be required. Empordà Golf is not responsible for objects deposited inside parked vehicles. The car park has no specific surveillance.

- 9.2 **Electric vehicle chargers.** The electric vehicle loaders are for the exclusive use of the Customers and for their use they must pay the rate that is in force at any time and in accordance with the specified method. The Customer shall be liable for any damage caused to such loaders and shall indemnify Empordà Golf for any damages caused.
- 9.3 **External services:** Only persons or companies that have an express authorization of the Empordà Golf Management can access its facilities to provide services to its Customers. Under no circumstances will Empordà Golf assume responsibility for external services contracted by the Client, although authorized. In the same way, it will not be responsible for possible damages or losses that persons offering such external services may experience during their provision.

DATA PROTECTION RULES

Article 10. Normas sobre protección de datos

- 10.1 Empordà Golf will be responsible for the processing of personal data provided by the Customer.
- 10.2 The main purpose of the processing of personal data by Empordà Golf will provide the Customer with all the services requested, including complementary services, and the legal basis of such treatment will be the execution of the accommodation contract.
- 10.3 Empordà Golf may process the Customer's personal data in order to send them commercial information, activities of various kinds and offers on services and innovations offered by Empordà Golf, including by electronic means. The legal basis of 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, to his arrival or in any commercial communication sent to him.

- 10.4 Empordà Golf will transfer to third parties the personal data of the Customer when there is a legal obligation that contemplates it. Likewise, certain suppliers of Empordà Golf may have access to the personal data of the Customer when necessary to execute this accommodation contract (eg, computer providers).
- 10.5 The Customer may exercise their rights of access, rectification, deletion, limitation of processing, opposition and, in certain circumstances, portability of their personal data, as explained in the additional and detailed information on Data Protection, available on our website: www.hotelterraverda.com/privacidad.
- 10.6 In accordance with applicable law, it may be required and the Customer will be obliged to provide information about minors accompanying it.

DISCIPLINARY REGIME

Article 11. Disciplinary regime

- 11.1 **Disciplinary potty.** Empordà Golf expects all Customers to voluntarily respect the rules and contribute to creating a positive and enriching experience for all members of the community. In order to maintain this respectful environment, the club reserves the right to penalize actions or behaviors that go against these rules or the civic spirit of this sport. This implies that you may investigate incidents and, if necessary, apply sanctions for any breach. Infringements may be classified at its sole discretion as levy, serious or very serious, and the repetition of misdemeanors, in a period of less than three years, shall always constitute a serious misdemeanor.
- 11.2 **Disciplinary treatment in the field of sport.** The exercise of disciplinary power in the sports field shall be governed by the provisions of the Rules of Golf and, additionally, by the state or regional regulations that are applicable.



11.3 **Penalties.** The sanction may consist, depending on the seriousness of the infringement and the degree of frequency or repetition, according to the discretionary discretion of Empordà Golf, in (alternatively or cumulatively):

- (i) Verbal admonishment;
- (ii) Private written warning;
- (iii) Request for express declaration of apology and commitment to comply;
- (iv) Temporary suspension of use of facilities;
- (v) Definitive expulsion with indefinite access prohibition; and
- (vi) Economic sanction for an amount equivalent to double the damages caused to customers, Empordà Golf, its personnel, or third parties.

11.4 **Damages caused.** The Customer shall be liable for any damage or harm to the Material and Facilities and is caused by him or his companions and guests. In addition to the sanctions referred to in the previous articles, those who have caused an infringement, in accordance with the previous rules, will be obliged to remedy the damages caused, as well as any other compensation that may be applicable to each specific case. If the Customer makes improper use of the Material and Facilities, and as a result requires a thorough cleaning after use, Empordà Golf reserves the right to charge the Customer an additional payment for cleaning.

11.5 **Hojas de reclamación.** Empordà Golf makes the statutory complaint forms available to all Customers, which may be requested at any time.

JURISDICTION AND APPLICABLE LAW

Article 12. Jurisdiction and applicable law

12.1 Any dispute or controversy that arises or is related to these Conditions will be resolved by the judges and courts of La Bisbal d'Empordà. The applicable legislation will be Spanish in general, and Catalan or municipal when applicable.





ANNEXES

Annex I

SPECIFIC RULES ON FARM CARE

General

- ✓ The consumption of alcohol is not allowed without express authorization.
- ✓ Smoking is not allowed in the countryside.
- ✓ Use golf shoes with plastic nails (forbidden metal nails).
- ✓ Rest the chulets on the street and on the tees.
- ✓ When indicated, remove bottles of sand or seed to repair cutlets.
- ✓ Use electric vehicles according to the rules.
- ✓ Maintain a rhythm of play following "Ready Golf" recommendations.
- ✓ Taking care of the countryside is everyone's obligation.
- ✓ It is forbidden to use the field as a place of practice.

Bunkers

- ✓ Enter the bunker from the flattest point.
- ✓ Brush all traces and marks until leaving uniform.
- ✓ If necessary, brush other affected areas.
- ✓ Rastrille towards you when you leave the bunker.
- ✓ Do not admonish sand at the edge of the bunker. Scattering excess sand.
- ✓ Leave the rake outside the bunker.
- ✓ Leave the rake parallel to the game line. The mango points to the tee of the hoyo.

Chuletas

- ✓ Properly replenish the chulets on the street and on the tees.
- ✓ Locate detached lawn clippings and fill the egg.
- ✓ Avoid scattered pieces of lawn.



- ✓ Fill the filling firmly so that it can be rooted in the place.

Greens

- ✓ Repair the sinks that occur on the greens.
- ✓ Use a fix-spades.
- ✓ Pinch the contour of the impact and make lever towards the center of the pick.
- ✓ 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 carts.
- ✓ Do not use the putter to remove the ball from the hoyo.

Buggies

- ✓ Only electric vehicles authorized by the club may 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 ride less than 3 ms from the bunkers.
- ✓ Only two people in each vehicle.
- ✓ Children under 16 years of age are not allowed.
- ✓ Pay maximum attention to the conservation of the lawn.
- ✓ Stay out of the humid areas.
- ✓ Stay out of repair (GUR) or worn out areas.
- ✓ If there are roads, drive on them.

Marshal

- ✓ Marshal is the highest authority in the field.
- ✓ The "pros" also have the status of Marshals.
- ✓ They make sure players follow the rules.
- ✓ They can give directions to ensure the good development and rhythm of the game.



- ✓ They are empowered to kick a full player or game off the field.
- ✓ Las indicaciones del Marshal son de obligado cumplimiento.