



# THE ELS CLUB

## **THE ELS CLUB MALAYSIA PRIVILEGE PASS HOLDER AGREEMENT**

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RAINFOREST COURSE**

**THIS ELS CLUB MALAYSIA PRIVILEGE PASS HOLDER AGREEMENT (“Agreement”)** is made on the day and year stated in **Section 1 of the** Registration Form between **TDR GOLF RESORTS BHD** (Company No. 197351-H), a private limited company incorporated in Malaysia and having its registered office at Level 8, Surian Tower, No 1 Jalan PJU 7/3, Mutiara Damansara, 47810 Petaling Jaya, Selangor Darul Ehsan, Malaysia ("**Company**") and **PRIVILEGE PASS HOLDER (as hereinafter defined)**.

**WHEREAS:**

- A. The Company is engaged in the business of managing and operating the eighteen (18) hole golf course situated at Teluk Datai, Langkawi, Kedah Darul Aman, Malaysia.
- B. The Company is interested to make available privilege pass golf program to the prospective Privilege Pass Holder to enjoy the benefits and Facilities as provided under the **First Schedule** of this Agreement subject to the terms and conditions hereinafter set forth.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definition**

In this Agreement, the following words and phrases have the following meanings unless the context otherwise requires:

<b>Agreement</b>	: means this written agreement and all the attachments, schedules, and appendices hereto;
<b>Applicant</b>	: means a person who has submitted an Registration Form to the Company to become a Privilege Pass Holder of the Program;
<b>Club Handicap</b>	: means an official golf handicap with respect to the Golf Courses as assigned by the Company;
<b>Companies Act</b>	: means the Malaysian Companies Act 2016;
<b>Company</b>	: means TDR Golf Resorts Bhd (Company No. 197351-H);
<b>Expiry Date</b>	: means the date upon which the Privilege Pass Holder Term expires, as set out in Registration Form;
<b>Facilities</b>	: means the land, buildings, golf courses, recreational facilities and other amenities of the golf Courses from time to time designated by the Company to be available for use by the Privilege Pass Holders and their Guests as more particularly set out in the <b>First Schedule</b> ;
<b>Golf Courses</b>	: means the Rainforest Course, an eighteen (18) hole golf course situated at Teluk Datai, Langkawi, Kedah Darul Aman, Malaysia;
<b>Guests</b>	: means any eligible natural persons introduced by the Privilege Pass Holder as a guest, subject to the Company’s approval and who shall also be subject to the Rules and Regulations;

- Privilege Pass Holder** : means a person who subscribes to the Program or specifically the person whose details are specified in the Registration Form, who subscribes to the Program, both of which shall be entitled to enjoy the Program's benefits and privileges subject to the terms and conditions of this Agreement and the Registration Form;
- Privilege Pass Holder Card** : means the identification card issued by the Company to the Privilege Pass Holder as an identity of the Privilege Pass Holder for the Program;
- Privilege Pass Holder Fee** : means the fee payable by the Privilege Pass Holder for the Program as set out the Registration Form;
- Privilege Pass Holder Term** : shall have the meaning prescribed in **Clause 3.1**;
- Member** : shall mean an individual who subscribes the membership scheme of the Company;
- Registration Form** : means the registration form prescribed by the Company for the purpose of subscribing to the Program;
- Rules and Regulations** : means the rules and regulations for Privilege Pass Holder as set out in **Appendix 1**, and shall include any such modifications, variations, amendments or additions, to be made by the Company from time to time;
- Parties** : means the Privilege Pass Holders and the Company and "Party" means either of them and reference to the same shall also include their respective successor and permitted assigns;
- Personnel** : means any person, employee, staff, agent, and/or contractor who works at any of the Facilities of the Company; and
- Program** : means the golf Privilege Pass Holder access program and the Junior Privilege Pass Holder access program, with respect to the Golf Courses established by the Company by the name of The Els Club Malaysia Privilege Pass Program.

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 References to "Appendix", "Schedules", "Clauses", "Section" and "Rules" are to appendix, schedules, clauses, section and rules to this Agreement respectively.
- 1.2.2 Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to "persons" shall include natural persons, companies, corporations, firms, partnerships, joint ventures, undertakings, associations, organisations, trusts, states or agencies of a state (in each case whether or not being a separate legal entity), and the use of any gender shall include all genders.
- 1.2.3 Unless the context otherwise requires, a reference to a time of day is a reference to Malaysia time. Except where otherwise expressly provided, where under this Agreement the day on which any act, matter or thing is to be done is a day other than

a working day, such act, matter or thing shall be done on the immediately succeeding working day.

- 1.2.4 References to any agreement or document, including this Agreement, shall include such agreement or document as the same may from time to time be amended, modified or supplemented.
- 1.2.5 Any reference to a statutory provision shall include such provision as from time to time modified or re-enacted and any regulations made in pursuance thereto as from time to time modified or re-enacted after the date of this Agreement and shall also include any provision in any other statute which replaces that present statutory provision.
- 1.2.6 Headings to this Agreement and Rules and Regulations are inserted for convenience only and shall not affect the construction or interpretation of these Agreement and Rules and Regulations.
- 1.2.7 No rule of construction and/or interpretation applies to the disadvantage and/or detriment of the Party having control and/or being responsible for the preparation of this Agreement.

## **2. PRIVILEGE PASS HOLDER AND THE RIGHTS**

2.1 In consideration of the following payments to be paid by the Privilege Pass Holder:

- (a) the Privilege Pass Holder Fee, as specified in Registration Form; and
- (b) such other payments as mentioned in the Rules and Regulations,

the Company hereby grants the benefits and the applicable privileges as further set out in the **First Schedule** to the Privilege Pass Holder for the Privilege Pass Holder Term, subject to the terms and condition contained herein.

2.2 Unless stated expressly otherwise in this Agreement, the Privilege Pass Holder Fee shall be inclusive of the applicable services or sales tax while the other payments as mentioned in the Rules and Regulations are subject to the said services or sales tax. These taxes will be chargeable pursuant to the relevant legislation or subsidiary legislation made thereunder.

## **3. PERIOD**

3.1 This Agreement shall be effective on the date of execution of this Agreement by both Privilege Pass Holder and the Company until the Expiry Date unless earlier terminated in accordance with this Agreement (“**Privilege Pass Holder Term**”).

## **4. PREVAILING PROVISIONS**

4.1 In the event there is a conflict between or amongst the clauses in this Agreement and the Schedules and/or Appendices, the documents shall take precedence according to the following order:

- (1) the clauses in this Agreement; (2) the clauses in the Registration Form; (3) Appendix 1 (Rules and Regulations); and (4) the Schedules.

4.2 The Privilege Pass Holder acknowledges and agrees that the Company shall be entitled at any time to make, issue, modify, amend or vary the Rules and Regulations without the consent of the Privilege Pass Holder and the Privilege Pass Holder agrees to fully comply with any such revisions.

## 5. TERMINATION

- 5.1 Termination of this Agreement shall be made in accordance with **Section 6 of Part I of the Rules and Regulations**.
- 5.2 Notwithstanding Clause 5.1 above, the Privilege Pass Holder may terminate this Agreement in by providing a fourteen (14) days prior written notice to the Company in the event that there is a permanent relocation of the Privilege Pass Holder outside Malaysia and/or Singapore. There will be no refund of the Privilege Pass Holder Fee.

## 6. GENERAL

### 6.1 Time of essence

Time is of the essence of this Agreement.

### 6.2 Governing law and jurisdiction

This Agreement is governed by the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

### 6.3 Cost and expenses

All legal fees, and costs and expenses, incurred in the preparation and execution of this Agreement (including, but not limited to, stamp duty) shall be paid by the Privilege Pass Holder.

### 6.4 Waivers

A waiver of any breach or provision of, or any default under, this Agreement must be in writing and signed by the party granting the waiver. A breach of, or default under, this Agreement is not waived by any failure or delay in exercising any provision of this Agreement. A failure or delay in exercising or the partial exercise of any provision of this Agreement is not a waiver of that provision.

### 6.5 Transfer, assignment or novation

- (a) The Company may transfer, assign or novate in whole or in part its rights and obligations under this Agreement in favour of any third party without the consent of the Privilege Pass Holder.
- (b) The Privilege Pass Holder shall not transfer, assign or novate its Privilege Pass Holder or in whole or in part its rights and obligations under this Agreement in favour of any person without the consent of the Company.

### 6.6 Notice

Any notice, demand or other communication required to be given by one Party to the other under this Agreement shall be in writing and delivered by prepaid courier, prepaid A.R. registered post or delivered personally with recorded delivery addressed to the intended recipient at its address as set out **on the first page of this Agreement and the Registration Form, as applicable**. All such notices, demands or other communications shall unless otherwise proven, be deemed to have been delivered on the date of acknowledgement of receipt.

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**FIRST SCHEDULE**

**FACILITIES AND BENEFITS FOR THE PRIVILEGE PASS HOLDER**

No.	Description of the Benefits	Benefits
1.	Priority tee times reservation - 30 days booking window.	√
2.	Access to the Golf Course, i.e. Rainforest Course, eighteen (18) hole golf course situated at Teluk Datai, Langkawi, Kedah Darul Aman, Malaysia, subject to availability	√
3.	20% discount at The Els Performance Golf Academy & Practice Facility Usage.	√
4.	10% discount at selected golf shops, restaurants & bar.	√
5.	Free green fees for the Privilege Pass Holder and discounted rate for the Guest(s) subject to the Rules and Regulations. <i>* excluding the cart, insurance and caddy fees.</i>	√
6.	Participation in the Troon Reward Programme, which is a loyalty program for golfers to earn free rounds of golfs and discounts on merchandise and golf fees.	√
7.	The Els Club Malaysia – Privilege Pass Holders’ Tournaments: Monthly Medals & Club Championship.	√
8.	Other discounts and special privileges to be determined and advised by the Company from time to time.	√

## **APPENDIX 1 – GOLF PRIVILEGE PASS HOLDERSHIP RULES AND REGULATIONS ("RULES AND REGULATIONS")**

### **PART I: PRIVILEGE PASS HOLDER**

#### **1. RIGHTS AND LIABILITIES OF PRIVILEGE PASS HOLDERS**

- 1.1 The Privilege Pass Holders shall, subject to this Agreement including the Rules and Regulations, be entitled to use, access and enjoy the Facilities, in common with other Privilege Pass Holders and/or such other persons authorized by the Company (excluding Members).
- 1.2 The rights conferred by each Privilege Pass Holder shall rank equally (i.e. pari passu) with other Privilege Pass Holder of the same category unless otherwise specified herein.
- 1.3 The Privilege Pass Holders do not acquire a share or an interest in or rights to any revenue of any organization, including the Company and its collaboration partner.
- 1.4 The Privilege Pass Holders' right to use, access and enjoy the Facilities, as stated in this Agreement, is only contractual and not proprietary in nature.
- 1.5 A Privilege Pass Holder's right to use, access and enjoy the Facilities is subject to availability as determined by the Company. From time to time the Company may play host competitions in which non-Privilege Pass Holders may participate ("**Competition Days**"). If Privilege Pass Holders are playing in the said competition, the applicable competition fees shall apply.
- 1.6 The Company has the right to grant the right of use of the Facilities to persons who are not Privilege Pass Holders on such terms and conditions as it may from time to time determine. None of the fees, if any, paid by any non-Privilege Pass Holder to use the Facilities shall accrue to or be for the benefit of any Privilege Pass Holder, group of Privilege Pass Holders or all Privilege Pass Holders.
- 1.7 The Company shall have the absolute discretion to disallow a Privilege Pass Holder from entering and using or having any rights to any one or all of the Facilities in the event of a breach of any of the terms and conditions of this Agreement, as the case may be.
- 1.8 Privilege Pass Holders shall at all times furnish and supply to the Company with all information, particulars and photographs as may be required by the Company from time to time for the maintaining and updating of its records of the Privilege Pass Holders and Guests. Any Privilege Pass Holder who defaults, neglects or omits to comply with such requirements when so required or provides false information and particulars to the Company, shall be liable to disciplinary action and may be fined, suspended and/or expelled.

#### **2. CATEGORIES OF PRIVILEGE PASS HOLDER**

- 2.1 The Company may change the categories of Privilege Pass Holder at any time including creating new categories of Privilege Pass Holder.
- 2.2 The Company, at its discretion, may decide to limit the total number of Privilege Pass Holder available, or the number of Privilege Pass Holder to be issued in each category of Privilege Pass Holder, provided that such increase or decrease does not materially detract from the Privilege Pass Holder's experience of the Program.

#### **3. PRIVILEGE PASS HOLDER APPLICATION**

- 3.1 The Privilege Pass Holder is open for application by both Malaysian and foreign citizens.
- 3.2 Any person who wishes to become a Privilege Pass Holder is required to:

- (a) submit a duly signed and completed Registration Form and the Terms & Conditions and pay the full amount of the Privilege Pass Holder Fee; and
- (b) provide such other information requested by the Company from time to time for the Program.

3.3 The acceptance of the Applicant as a Privilege Pass Holder is at the sole and absolute discretion of the Company.

#### **4. CONTINUOUS RIGHT TO USE AND ENJOY**

4.1 A Privilege Pass Holder's continuous right to use, access and enjoy, in common with other Privilege Pass Holders and/or such other persons authorized by the Company, the Facilities is subject to the Privilege Pass Holder paying the Privilege Pass Holder Fee and all other fees due to the Company.

#### **5. PRIVILEGE PASS HOLDER'S OBLIGATION**

##### **5.1 Privilege Pass Holder Identification**

- (a) Privilege Pass Holder Card shall be the official document for a Privilege Pass Holder to prove to the Company his/her privilege pass status. The Privilege Pass Holder shall immediately notify the Company if the Privilege Pass Holder's Card is lost, stolen or destroyed.
- (b) The Company will also issue each Privilege Pass Holder with a Privilege Pass Holder Card, which the Privilege Pass Holder must:
  - (i) carry with them at all times while using the Facilities;
  - (ii) show to the Personnel when requested to do so;
  - (iii) not allow for their Privilege Pass Holder Card to be used by any other person unless expressly permitted under these Rules and Regulations; and
  - (iv) notify the Company immediately if their Privilege Pass Holder Card is lost, stolen or destroyed.
- (c) If a Privilege Pass Holder notifies the Company that the Privilege Pass Holder Card is lost, stolen or destroyed, the Company will issue the Privilege Pass Holder with a Privilege Pass Holder Card (at the Privilege Pass Holder's cost) within a reasonable time of receiving written notification from the Privilege Pass Holder. Privilege Pass Holders will be charged for all replacement cards.
- (d) If a Privilege Pass Holder is unable to produce the Privilege Pass Holder Card, the Company may withhold Privilege Pass Holder benefits from the Privilege Pass Holder until the Privilege Pass Holder Card is produced or the Privilege Pass Holder is issued with a replacement Privilege Pass Holder Card.

##### **5.2 Conduct of Privilege Pass Holders**

- (a) All Privilege Pass Holders must comply with and must ensure that each of their Guests complies with the Company's rules and regulations in force from time to time, including the Rules and Regulations.
- (b) No Privilege Pass Holder may conduct money-raising activities without holding all appropriate permits and approvals, and provided that prior written approval of the Company in respect of the same has been obtained.



## 6. TERMINATION OR SUSPENSION OF PRIVILEGE PASS HOLDERSHIP

6.1 This Agreement may be terminated upon the following events:

- (a) if the Privilege Pass Holder or any of its Guest breaches this Agreement and/or the Rules and Regulations;
- (b) if the Privilege Pass Holder or any of its Guest fails to pay any money due and payable by the Privilege Pass Holder to the Company and such payment is not settled in full within thirty (30) days after the date of a reminder notice to the Privilege Pass Holder to pay;
- (c) if the Privilege Pass Holder or any of its Guest fails to report to the designated registration places for registration prior to commencing play on the Golf Course;
- (d) if the Privilege Pass Holder or any of its Guest behaves in and around the Facilities in a manner which, in the Company's sole and absolute discretion, is contrary to the best interests of the other Privilege Pass Holders or to the reputation of the Company including but not limited to committing any fraud against the Company; behaving in a lewd or vulgar manner; abusive to the Personnel, Privilege Pass Holders and other guests and customers of the Company; and damaging the Facilities;
- (e) if the Privilege Pass Holder or any of its Guest convicted of any criminal offence, which in the Company's sole and absolute discretion, is prejudicial to the good order, reputation, morals and welfare of the Company;
- (f) upon mutual agreement of the Parties; or
- (g) upon expiry of the Privilege Pass Holder Term,

save and except for termination under **Rule 6.1(f) and (g) of this Part I**, the Company may, without prejudice to other rights and remedies available to it under this Agreement and these Rules and Regulation and law, serve a notice to the Privilege Pass Holder to:

- (i) reprimand the Privilege Pass Holder;
- (ii) suspend all or some of the Privilege Pass Holder's privileges and/or suspend the rights to use all or some of the Facilities; and/or
- (iii) terminate the Privilege Pass Holder arrangement with the said Privilege Pass Holder.

The issuance of a reprimand notice shall not in any way prejudice or prevent the Company from exercising its right to issue a suspension or termination notice. The issuance of a suspension notice shall not in any way prejudice or prevent the Company from exercising its right to issue a termination notice.

6.2 If the Company serves a notice to the Privilege Pass Holder to the effect that the Company has decided to suspend or terminate the Privilege Pass Holder in accordance with these **Rule 6.1(ii) and (iii)**, the suspension or termination is effective from the date of the notice and the Privilege Pass Holder waives all rights that it may have against the Company upon such suspension or termination. In such circumstances, the Company's decision is final and binding on the Privilege Pass Holder.

6.3 Any Privilege Pass Holder whose status and/or privileges is suspended will have no rights during the period of suspension and must re-apply to the Company in writing to have their Privilege Pass Holder re-activated. All costs of re-activation, including the cost of issuing a new Privilege Pass Holder Card, shall be borne by the Privilege Pass Holder subject to the suspension.

- 6.4 Notwithstanding **Rule 6.1 of this Part I**, the Company may terminate the Privilege Pass Holder unilaterally other than due to breach of default of the Privilege Pass Holder by notifying the Privilege Pass Holder in writing. Where the Company terminates the pursuant to this **Rule 6.4**, the Privilege Pass Holders shall be entitled to a refund on a pro-rated basis.
- 6.5 Without prejudice to any and all rights and remedies of the Company under this Agreement, the Rules and Regulations and laws, if the Privilege Pass Holder is suspended or terminated by the Company pursuant to this **Rule 6**:
- (a) the Privilege Pass Holder remains liable to the Company for all fees and any other shall not be entitled to any refund of the applicable charges;
  - (b) unless otherwise provided in these Rules and Regulations, the Privilege Pass Holder shall not be entitled to any refund of the Fee and Monthly Administration Fee (if any) paid

## **7. LIABILITY**

- 7.1 Under no circumstances shall the Company be liable to a Privilege Pass Holder, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, for:
- (a) any increased costs and expenses;
  - (b) any loss of use, profit, business, contracts, revenues or anticipated savings; or
  - (c) any special indirect or inconsequential damage of any nature whatsoever, of that Privilege Pass Holder.
- 7.2 The Privilege Pass Holders use the Facilities at their own risk. The Company and each of their respective directors, employees, agents and representatives are not liable to Privilege Pass Holders, its Guests for damage to or loss of any property, or injury or death to any persons.
- 7.3 For the avoidance of doubt, all other collaboration partners of the Company shall have no liability to the Privilege Pass Holders with respect to the use of the relevant Facilities owned and/or operated by such collaboration partner and matters arising under the Rules and Regulations unless otherwise prohibited by law.
- 7.4 Each Privilege Pass Holder and Guests agree to indemnify the Company, its related corporation (as defined in Section 7 of the Companies Act) and each of their respective directors, employees, agents and representatives against any loss of or damage to any property to or injury or death to persons caused or contributed to/by the Privilege Pass Holder or its Guests while using the Golf Courses and/or Facilities.

**PART II:  
PRIVILEGE PASS HOLDER PAYMENT OBLIGATION, FEES, CHARGES  
AND DISCOUNTS**

**1. PAYMENT OBLIGATION**

1.1 The Privilege Pass Holder Fees chargeable by the Company to a Privilege Pass Holder shall include, but not be limited to, the following fees:

(a) Privilege Pass Holder Fee

The Privilege Pass Holder Fee shall be paid in full upon execution of this Agreement.

1.2 Other charges and fees

In addition to the fees stipulated in **Rule 1.1 of this Part II**, the Privilege Pass Holder shall also be liable to pay for facilities, goods and services provided by the Company, its collaboration partner or authorized third parties including but not limited to caddy services, golf shop, food and beverages.

1.3 The Privilege Pass Holder must pay all amounts due to the Company before leaving the Golf Course and Facilities. However, the Company has the right in its sole discretion do one or more of the following to recover any amount due to the Company from the Privilege Pass Holder:

- (a) suspend or terminate the Privilege Pass Holder in accordance with **Rule 6 of Part I**;
- (b) apply such charges to the Privilege Pass Holder's credit card on file;
- (c) impose late payment interest on the outstanding amount until full settlement of the principal and the interest amounts, without prejudice to the rights of the Company under **Rule 1.3 (a), (b) and (d) of this Part II**; and
- (d) take any other action permitted under this Agreement and the Rules and Regulations or applicable law.

For the avoidance of doubt, the exercise of one or more of the rights and remedies stipulated herein shall not preclude or prevent the Company from exercising other rights and remedies stipulated herein.

**2. FEES AND TAXES**

2.1 The Privilege Pass Holders must pay any relevant fees including applicable taxes and reimbursable to the Company as and when due and payable.

**3. DISCOUNTS**

3.1 Privilege Pass Holders may be entitled to certain discounts on goods and services available at the respective Facilities and on certain goods and services offered by business partners of the Company from time to time. Any discounts offered will be at the absolute discretion of the Company or its business partners (as the case may be) who will inform Privilege Pass Holders of the discounts on offer from time to time.

**PART III:  
GENERAL RULES AND REGULATIONS**

**1. PROPERTY, FIXTURES AND FITTINGS IN THE FACILITIES**

- 1.1 No Privilege Pass Holder or its Guest, shall take away or damage any property, fixtures or fittings at any of the respective Facilities of the Company. In the event that any Privilege Pass Holder or its Guest takes away or damages the property, fixtures or fittings at any of the respective Facilities of the Company, without prejudice to any other course of action which the Company may take, the Privilege Pass Holder shall pay to the Company the cost of making good the damage or cost of replacement of such property, fixtures or fittings. The amount of such cost shall be assessed by the Company whose decision shall be final.

**2. PROHIBITION**

- 2.1 The following activities are prohibited in or at the Facilities:

- (a) gambling of any kind;
- (b) the unlawful use of drugs and the introduction of materials therefor;
- (c) bringing of animals;
- (d) use of any instruments or device for the reproduction of music or other forms of entertainment which may constitute or become a nuisance, annoyance, disturbance to or which causes inconvenience to or interferes with the comfort of the Privilege Pass Holders;
- (e) giving of any gratuity or money to any Personnel unless specifically authorized by the Company;
- (f) bringing or consumption of food or drink other than bought at the Facilities except for baby food or food prepared for medical reasons only;
- (g) any political activity;
- (h) fishing in any lakes or ponds; and/or
- (i) any other activity or event or matter determined by the Company to be prohibited in their absolute discretion.

**3. RECIPROCAL ARRANGEMENT**

- 3.1 The Company may enter into reciprocal arrangements with any other golf club upon such terms and conditions as the Company may deem fit.
- 3.2 The Company may from time to time inform the Privilege Pass Holders the benefits which a Privilege Pass Holder may enjoy at other golf clubs which have a reciprocal arrangement with the Company. Privilege Pass Holders may be entitled to such rights subject to a fee to be determined by the Company.

**4. GUESTS**

- 4.1 Privilege Pass Holder may invite a Guest to use the Facilities subject to the following:
- (a) the Privilege Pass Holder who introduces a Guest shall enter the name of the Guest and his/her address in the guest register;

- (b) Privilege Pass Holder is responsible for the Guest green fees and other charges as determined by the Company;
- (c) Privilege Pass Holder may not introduce personal servants (including bodyguards) or domestic staff as Guests; and
- (d) The Company reserves the right to modify or revoke Guest privileges at any time.

For avoidance of doubt, Guest green fees are only applicable to a Guest who physically plays together with the introducing Privilege Pass Holders on the Golf Course and up to a maximum of three (3) Guests per day. A Guest who is not physically playing together with the introducing Privilege Pass Holders on the Golf Course is subject to the standard non-Guest green fees.

- 4.2 The Privilege Pass Holder is fully responsible at all times for the behavior of his Guest and any debts incurred by his Guest. The Privilege Pass Holder shall ensure that his Guest fully complies with these Rules and Regulations.

## **5. GENERAL**

- 5.1 The opening hours for each Facility shall be as published in the Company's website. These hours may be altered, extended or restricted at the discretion of the Company.
- 5.2 The Company may at any time and from time to time by notice reserve the whole or any part or parts of the Facilities for any purpose whatsoever for such period or periods and subject to such provisions and restrictions as to entry thereon by any Privilege Pass Holder whether upon the terms and payment or otherwise as the Company may think fit. In particular and without derogation from the generality of the power aforesaid, the same may be exercised in connection with competitions, tournaments, exhibitions, matches, fetes, galas, celebrations and entertainment and functions of all kind and shall include the loan and hire of the Facilities or any part thereof.
- 5.3 The Company and their authorized representatives and Personnel shall not be liable for any loss or damage howsoever caused to any property or articles whatsoever brought upon the Facilities by a Privilege Pass Holder or his Guest.
- 5.4 A Privilege Pass Holder shall at all times conduct himself in a manner befitting the decorum and standing of the Facilities and in compliance with these Rules and Regulations.

## **6. SALE OR WINDING UP**

- 6.1 In the event of the sale (upon winding up of the Company) or other disposition of the assets of the Company, no Privilege Pass Holder in his capacity as a Privilege Pass Holder, shall receive any property or proceeds from the winding up although the Company may at its discretion offer compensation. In the event of the sale of the Facilities to any third party, the Privilege Pass Holder's right to continue access to the Facilities shall be in the sole discretion of such successor in interest.

## **PART IV: COURSE RULES AND REGULATIONS**

### **1. GOLF COURSES**

- 1.1 Privilege Pass Holders and their Guests must observe the rules and course etiquette as outlined in the course etiquette handbook and any other etiquette appropriate to use the Golf Courses. These include:
- (a) control of play;
  - (b) starting times;
  - (c) registration and start of play;
  - (d) attire;
  - (e) repairing divots and pitch marks on the Golf Courses;
  - (f) raking sand bunkers on the Golf Courses;
  - (g) driving golf carts on the cart paths where provided and keeping golf carts a minimum of fifteen (15) meters away from the green or ten (10) meters of any tee or five (5) meters of any bunker, except on an established cart path located in the distances;
  - (h) using reasonable care for plants and trees, fixtures and equipment in the Golf Courses; and
  - (i) playing at an acceptable speed on the Golf Courses so as not to delay play or offend other players.
- 1.2 The Company reserves the right to close the Golf Courses for play at any time with fourteen (14) days prior notification by the Company to Privilege Pass Holders for any reason that the Company thinks fit. The Privilege Pass Holder's agreement with the Company does not include any promise or warranty that the Golf Courses will be available for play and the Privilege Pass Holder will have no rights against the Company as a result of the Golf Courses not being available to play. The Company will not close the Golf Courses to Privilege Pass Holders on Fridays, Saturdays and Sundays unless an unavoidable situation occurs that is beyond the Company's control or a situation arises that is deemed by the Company to be in the best interest of the Company to do so.
- 1.3 Privilege Pass Holders and their Guests must report to the designated registration places for registration prior to any play on the Golf Courses. Failure to comply with this provision will be treated as a serious offence and may result in the suspension or termination of Program.
- 1.4 Upon booking or cancellation of tee times, it is the Privilege Pass Holder's responsibility to ensure that all details relating to the booking are correct, including the number of players and the time and date of play. When making a booking the Privilege Pass Holder will be given a reference number from the reservation team, which the Privilege Pass Holder will be required to quote when attending for play or if wishing to make a cancellation. Once a cancellation has been confirmed, the Privilege Pass Holder will be issued with a cancellation reference number, a record of which should be kept by the Privilege Pass Holder in the case of any query concerning cancellation fees.

### **2. GOLF CARTS**

- 2.1 Golf carts may be used when playing at the Golf Courses subject to the golf cart rental terms and conditions posted by the Company. Private Golf Carts are prohibited on the Golf Courses.

- 2.2 All drivers of golf carts must be at least eighteen (18) years of age or hold a valid driving license.
- 2.3 No more than two (2) persons and two (2) sets of golf clubs are permitted on each golf cart.
- 2.4 The Company shall not, under any circumstances, be liable for any loss or injury howsoever caused to the hirer of the golf carts or to any third party arising from the use of the golf carts.

### **3. CADDIES**

- 3.1 The caddies are subject to availability and will be deployed at the prescribed rate. The Company is not obliged to provide the caddies to the Privilege Pass Holders or their Guests.
- 3.2 Golfers are allowed to employ one (1) caddy per round on a twin-sharing basis.
- 3.3 Booking and selecting of caddies are prohibited.
- 3.4 Deployment of caddies shall be in accordance with the tee-off time.
- 3.5 The Company shall not be responsible for the actions and behavior of the caddies, nor any resulting loss or injury caused by the caddies.

### **4. HANDICAPS**

- 4.1 Any Privilege Pass Holder who does not have a Club Handicap shall be entitled to apply for a handicap test upon returning at least five (5) eighteen (18)-hole score cards. The Company will maintain golf handicaps in accordance with the handicapping rules of the Company.
- 4.2 An official Club Handicap shall be assigned to Privilege Pass Holders upon completion of their handicap test or upon submission of their certified handicap and course rating from other clubs. Such assigned Club Handicap shall remain in force unless and until revised based on subsequent scores returned by Privilege Pass Holders.

### **5. LOCKERS AND STORAGE FACILITIES**

- 5.1 Day-use lockers are available at no charge on a first-come, first-served basis. Privilege Pass Holders must remove all items in day-use lockers when they leave the Facilities.
- 5.2 If day-use lockers are not emptied by closing each day, the Personnel shall be entitled to remove all locker contents and keep them in the Lost & Found section for fourteen (14) days, after which, they will be donated to charity. A fee as determined by the Company will be charged on retrieve the locker contents.
- 5.3 Privilege Pass Holders may be able to rent a golf locker and/or the golf club storage facilities on an annual basis, subject to availability and applicable fee. Being a Privilege Pass Holder does not guarantee entitlement to a locker or golf club storage facilities.

### **6. PRACTICE BALLS**

- 6.1 Privilege Pass Holders are entitled to a discounted rate as determined by the Company to practice range balls for their personal use on the practice facility area only.

## **PART V: FACILITIES RULES**

### **1. CONDUCT**

- 1.1 Privilege Pass Holders are responsible for their character and conduct and that of their Guests. Privilege Pass Holders and their Guests are expected to act in a courteous and orderly fashion at all times.
- 1.2 Harassment, sexual or otherwise, of any of the Personnel will not be tolerated. Sexual harassment includes, but is not limited to, unwelcome sexual advances, verbal or physical conduct of a sexual or similarly offensive nature, offensive comments, jokes, innuendoes and other sexually oriented statements.

### **2. GUEST**

- 2.1 Use of the Facilities by Guests shall be permitted only as prescribed by the Company. The present rules governing use of the Facilities by Guests are as follows:
- (a) a Guest may use the Facilities only in the presence of a Privilege Pass Holder;
  - (b) a Privilege Pass Holder may bring the Guest to dine at any time except when the functions are designated for Privilege Pass Holders only; and
  - (c) a Privilege Pass Holder shall register all his Guests and shall be responsible for any debt to the Company incurred by such Guests.

### **3. CHILDREN USING THE FACILITIES**

- 3.1 Children are governed by the following rules:
- (a) Children under the age of twelve (12) must be accompanied by a parent or responsible person of at least twenty-one (21) years of age whenever at the Facilities.
  - (b) All children at the Facilities shall be dressed appropriately. Please refer to **Rule 5 of this Part V** for dress code.
  - (c) Persons under the age of eighteen (18) are not permitted to be seated at the bar.
  - (d) The Company shall not be responsible for any missing child or death or injury caused to or suffered by any child on the Company's premises.

### **4. FACILITIES OPERATING HOURS**

- 4.1 The opening hours for each Facility will be published in the Company's website. These hours may be altered, extended or restricted at the discretion of the Company.
- 4.2 Each Privilege Pass Holder or Guest remaining on the Company's premises after closing hours, or prevents or obstructs the closing of any of the Facilities, shall be subject to disciplinary action by the Company.

### **5. DRESS CODE**

- 5.1 Acceptable attire must be worn by all Privilege Pass Holders and Guests at the Facilities at all times. Privilege Pass Holders are responsible for their children's and Guests' attire.
- 5.2 Business and traditional golf attire is acceptable in the Facilities. Cut-offs, tank tops, swimming shorts and gym shirts are not acceptable. Additionally, formal attire may be worn at designated events.



5.3 The Company reserves the right to refuse entry to any Privilege Pass Holders or Guests whose attire, or general appearance including hair-grooming, is such as will bring the Company into disrepute.

## **6. PERSONNEL**

6.1 The Personnel shall not be reprimanded by the Privilege Pass Holders or their Guests. Any Personnel's misconduct or a complaint about any Personnel should be reported to the Company.

6.2 The Personnel may not be sent off premises by Privilege Pass Holders or their Guests.

## **7. FOOD AND BEVERAGES**

7.1 All purchases of food and beverages shall be paid upon consumption

7.2 No Privilege Pass Holder or Guest will be permitted to bring food, beverage or refreshments to the Golf Courses. No food, beverage or refreshments except that offered at the Golf Courses shall be consumed at the Golf Courses.

7.3 No alcoholic beverage shall be served to any Privilege Pass Holder or Guest who, in the sole discretion of the Personnel, appears intoxicated or where it is prohibited by law.

7.4 Any Privilege Pass Holder who is habitually intoxicated at the Facilities, shall, at the discretion of the Company be suspended for such period the Company may deem proper or have his Privilege Pass terminated.

7.5 Under no circumstances shall an alcoholic beverage be served or furnished to or purchased by a person below the age of eighteen (18).

## **8. PRIVILEGE PASS HOLDER FUNCTIONS**

8.1 To arrange for a Privilege Pass Holder function, the Privilege Pass Holder should contact the respective Food & Beverage Manager of the Company facility to make initial reservations and to determine if a suitable room is available at the time and date desired for the function. The General Manager or Director of Operations of the respective facility has the authority to deny approval of function deemed inappropriate for the Golf Course.

## **9. PARKING**

9.1 Vehicles parked in the Golf Courses must be parked within designated areas. It is not permissible to park cars under the Porte Cochere for any period of time. Privilege Pass Holders violating parking regulations will be subject to disciplinary action.

## **10. PRINTED LITERATURE**

10.1 No advertising or notice shall be posted at the Facilities without approval by the Company.

## **11. PROPERTY (CLUBHOUSE AND PERSONAL)**

11.1 The property and assets at any of the respective Facilities of the Company shall not be removed from the respective facility without specific permission from the Company, obtained in advance. Any such property and assets damaged or lost by a Privilege Pass Holder or Guest shall be paid for by such Privilege Pass Holder. Furthermore, it is the policy of the Company that no piece of furniture, fixture or equipment may be loaned or rented to a Privilege Pass Holder, Guest or any other person.

11.2 The Company will not, under any circumstances, be responsible for property of Privilege Pass Holders, Guests or other persons brought into the Facilities for any purpose whatsoever. The parking of vehicles for Privilege Pass Holders, Guests or others is done at their own risk. The Company assumes no responsibility for such vehicles, damage thereto or property left therein.

**12. SAFETY**

12. The Company will not under any circumstances be responsible for any act, failure to act, or any damages or injuries arising therefrom, in connection with the maintenance, application or use of any first-aid equipment, medicine or other medical facilities at the Facilities. The Facilities may maintain first-aid equipment, medical supplies and facilities as a courtesy for Privilege Pass Holders and Guests but will not employ personnel skilled in the use or administration of such supplies, equipment or facilities. The Company assumes no responsibility for the acts or omissions of any personnel, Privilege Pass Holder or Guest in the use or administration of such supplies, equipment or facilities.

**13. SUBSCRIPTION AND COLLECTIONS**

- 13.1 Events requiring reservations have confirmation/cancellation deadlines. With the exception of daily dining room reservations, there is a minimum of seventy-two (72) hours' notice required for any cancellation, unless otherwise noted. In cases where reservations for events are cancelled, the Privilege Pass Holder is responsible for obtaining a cancellation number. Unless otherwise stated, no-shows will be charged for functions for which reservations are taken.
- 13.2 No subscription, solicitation, advertising or collection, except as permitted by the Company, is permitted at any part of the Facilities. Gifts, merchandise or services donated as prizes for sponsored activities by outside interests must be approved by the Company.
- 13.3 Any Privilege Pass Holder who attempts to use his Privilege Pass to influence any Personnel in the purchase of supplies or services for the Facilities shall be considered in misconduct and subject to disciplinary action by the Company.

**14. SUGGESTIONS**

- 14.1 Suggestions relating to management, policy and personnel relationships should not be discussed with the Personnel. These matters should be referred in writing to the Company.

**15. NOTICES, CIRCULARS AND DIRECTIONS**

- 15.1 In addition to the above, the Company may from time to time issue any notices, circulars and/or directions in relation to the use of the Facilities and the conduct of the Privilege Pass Holders and the Guests. The Privilege Pass Holders and the Guests shall comply with such notices, circulars and/or directions.