



Privilege Pass Terms & Conditions



1. Contractual Relationship

- (a) These Terms & Conditions constitute a binding agreement between TDR Golf Resorts Sdn Bhd (“The Els Club Teluk Datai - Rainforest Course”) and the Privilege Pass Program’s holders (“you”, “your” or “Pass Holder”).
- (b) By signing this Privilege Pass Registration Form (“Form”), you confirm your agreement to be bound by these Terms & Conditions, as well as the Rules & Regulations, By-Laws and all other applicable terms relating to the use of The Els Club Teluk Datai - Rainforest Course’s facilities (collectively “Terms”) of all which are available at http://www.elsclubmalaysia.com/privilege_pass/. These terms expressly supersede all prior agreements or arrangements with you.

2. Privilege Pass Benefits & Terms

You acknowledge and agree that:

- (a) Subject to full payment of the Fee (see Appendix I) within 30 days from the execution date of this Form, this Privilege Pass program grants you access to The Els Club Teluk Datai - Rainforest Course
- (b) Privilege Pass is an individual program for a person who is above the age of eighteen (18) years old (“Privilege Pass Holder”) and it is not transferable to another person.
- (c) Privilege Pass is not a membership program.
- (d) Privileges for the Pass Holder are as attached in Appendix I.
- (e) You will be given a pass card as an identification. You must show the pass card when requested by any of The Els Club Teluk Datai - Rainforest Course personnel.
- (f) You must notify The Els Club Teluk Datai - Rainforest Course’s management immediately if your Privilege Pass card is lost, stolen or destroyed. A replacement card will be subject to administrative charges as determined by The Els Club Teluk Datai - Rainforest Course.
- (g) You agree that The Els Club Teluk Datai - Rainforest Course may vary any of the Terms from time to time (“Amendments”) without reference to you. The amendments will be effective upon The Els Club Teluk Datai - Rainforest Course’s posting of such updated Terms at the link mentioned in paragraph 1(b) above.

3. Golf Rules

- (a) You may golf any day, subject to reservation and availability.
- (b) You are entitled to only golf at The Els Club Teluk Datai - Rainforest Course.
- (c) You are allowed to bring up to 3 individual guests to golf with you. Your guests will be charged at the prevailing member’s guest green fee.
- (d) You may participate in The Els Club Teluk Datai - Rainforest Course’s competition, subject always to the invitation and approval of The Els Club Teluk Datai - Rainforest Course.
- (e) All drivers of golf carts must be at least eighteen (18) years of age or hold a valid driving license.
- (f) RM 25 cart fee applies for single rider each visit.

4. Termination

- (a) If you breach any of the Terms, The Els Club Teluk Datai - Rainforest Course may terminate this Form and your Privilege Pass in accordance with the Terms.
- (b) All Fee paid pursuant to this Form is non-refundable including early termination of the Privilege Pass.

5. General Terms

- (a) Time is of the essence of this Form.
- (b) These Terms are governed by and construed in accordance with the laws of Malaysia and both you and The Els Club Teluk Datai - Rainforest Course irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.
- (c) The Els Club Teluk Datai - Rainforest Course shall not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages suffered by you in connection with the Privilege Pass.
- (d) You shall indemnify, waive your rights and release The Els Club Teluk Datai - Rainforest Course from and all causes of actions, claims or other liabilities of any nature whatsoever and howsoever arising which may result from your conduct in connection with this Privilege Pass and the Els Club Desaru Coast’s - Ocean Course’s facilities
- (e) If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.
- (f) The Els Club Teluk Datai - Rainforest Course’s failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by The Els Club Teluk Datai - Rainforest Course in writing.
- (g) You agree to indemnify and hold The Els Club Teluk Datai - Rainforest Course and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys’ fees), arising out of or in connection with: (i) the Privilege Pass; or (ii) your breach or violation of any of these Terms.
- (h) The Els Club Teluk Datai - Rainforest Course may assign or transfer in whole or in part its rights and obligations under this Form in favour of any third party without your consent.

Appendix I

Access to The Els Club Teluk Datai - Rainforest Course	✓	Els Performance Golf Academy Lesson Programmes	✓
Troon Rewards Programme	✓	20% discount for Privilege Pass Holders	
Access to Practice Facility and Academy Course	✓	Golf Shops, Restaurants and Bars	✓
Priority Tee Time Reservations	✓	10% discount for Privilege Pass Holders	
30 Days Booking Window		Green Fee	✓
		Waived	
		No Monthly Administrative Fee	✓

Accepted and Agreed by:

Signature of Pass Holder: _____
 Name: _____
 NRIC / Passport No.: _____
 Date: _____

Inclusions: _____ _____
Promo Code: _____
Signed on Behalf of The Els Club Malaysia: _____
Company Stamp: _____



THE ELS CLUB

Registration Form For Privilege Pass



THE ELS CLUB

Pass Holder Information

Name: _____

NRIC / Passport No.: _____

Nationality: _____

Passport Issuing Country: _____

Date of Birth: _____

Gender: _____

Marital Status: _____

Contact No.: _____

Email: _____

Mailing Address: _____

Residential Address (if different from mailing address): _____

Business / Employment Information

Company / Business Name: _____

Designation: _____

Nature of Business: _____

Office Address: _____

Contact No. _____

Email: _____

Privilege Pass

- | | |
|--|-----------|
| <input type="checkbox"/> Individual - Rainforest Course Only
7 Days a week access | RM 6,000 |
| <input type="checkbox"/> Individual - Ocean & Rainforest Courses
7 Days a week Access | RM 8,000 |
| <input type="checkbox"/> Couple - Rainforest Course Only
7 Days a week access | RM 10,625 |

- | | |
|--|-----------|
| <input type="checkbox"/> Couple - Ocean & Rainforest Course Only
7 Days a Access | RM 14,000 |
| <input type="checkbox"/> Family (2 Adult & 2 Children Maximum)
- Ocean & Rainforest Course Only
7 Days a week Access | RM 21,000 |
| <input type="checkbox"/> Corporate (4 Nominees)
- Ocean & Rainforest Course Only
7 Days a week Access | RM 28,000 |

Privilege Pass Fee (including 6% Service Tax)

Payment Options (MYR)

I enclose herewith:

- Cash
- Cheque / Bank Draft (for Corporate Only)
- Credit Card / Debit Card
- Bank Transfer
- EZ Payment 6 Months (Maybank, Visa, Mastercard, Amex)
- EZ Payment 12 Months (Maybank, Visa, Mastercard, Amex)

For Cheque / Bank Draft / Bank Transfer, please make payment to:

Bank Name : Maybank Islamic Berhad
Account Holder Name : TDR Golf Resort Berhad
Account No. : 552077408476
Swift Code : MBBEMYKL

Date of Agreement: _____

I confirm that all information (including supporting documents) that I provide in this application is true, genuine, complete and up-to-date as at the date of signing and I shall provide an update in writing if the information changes.

Signature of Pass Holder: _____
Date: _____