



TERMS AND CONDITIONS

1. **DELIVERY OF INVENTORY.** TOUR shall not be obligated to provide the Inventory until TOUR receives the full and timely payment of the package investment from Purchaser in accordance with this Agreement. TOUR reserves the right to modify the Tournament Location and/or Dates in its sole discretion. TOUR will notify Purchaser of any such modification via the address and/or email set forth in this Agreement. Purchaser shall receive the Inventory hereunder at any such rescheduled or relocated Tournament. No such modification shall entitle Purchaser to a refund of the Investment.
2. **FOOD & BEVERAGE.** Purchaser acknowledges that the Investment may be exclusive of food and beverage products and services. If food and beverage is included, such inclusion is detailed in Exhibit A. Further, food and beverage may be purchased throughout the golf course by Purchaser at an additional cost to Purchaser. In addition, professional caterers, selected by TOUR, will be assigned by TOUR when applicable. If Purchaser is assigned a caterer by TOUR, the applicable caterer shall provide to Purchaser a variety of menu options in exchange for the minimum catering charge. Additional catering charges may apply for other food and beverage services mutually agreed upon by Purchaser and the applicable caterer. Hours of food and beverage service are to be mutually agreed upon by Purchaser and the caterer.
3. **WEATHER & POLICY.** Purchaser acknowledges and agrees that the package investment is nonrefundable and Purchaser shall not be entitled to a refund of any portion of the package investment in the event the Tournament is cancelled, postponed, delayed or rescheduled due to weather, an act of God, state of war, union strike or any other condition beyond the reasonable control of TOUR. In the event the Tournament is postponed, delayed or rescheduled due to any of the reasons listed above, Purchaser shall enjoy all rights and privileges listed hereunder at the postponed, delayed or rescheduled Tournament at no additional charge to Purchaser.
4. **NO LICENSE.** Purchaser acknowledges and agrees that no right or license to the use of any of TOUR or Tournament trademarks, names or logos has been granted hereunder and Purchaser shall not use, in any manner, any of the TOUR or Tournament trademarks, names or logos **without TOUR's prior written consent**.
5. **PRODUCTS.** Purchaser shall not distribute any goods or merchandise within Purchaser's area without the prior written consent of TOUR. Notwithstanding the foregoing, Purchaser may acquire products (goods, merchandise or other items) bearing the trademarks, names or logos of the Tournament sourced only from Official Licensees of TOUR.
6. **ADMITTANCE.** TOUR reserves the right to refuse or revoke the admittance to the Tournament for any person who acts in a disorderly or disruptive manner, as determined by Tournament officials and/or to refuse or revoke the use of any other privileges granted in this Agreement due to such conduct. In such event, Purchaser shall not be entitled to any return or refund of any amounts of the package investment paid to TOUR. In addition, credentials contained in the Inventory shall not be conveyed, assigned, sold or otherwise transferred for financial consideration to another person or entity without the prior written consent of TOUR. In the event of any such transfer, TOUR shall have the right to refuse or revoke the use of any badge, tickets or other privileges provided in the Inventory and Purchaser shall not be entitled to a refund of any part of the package investment.
7. **NO RESELLING.** Purchaser may not resell all or any portion of the Inventory to any person or entity without the prior written consent of TOUR.
8. **INDEMNIFICATION.** Purchaser shall indemnify, defend and hold TOUR and its affiliates and their officers, directors employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action, and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) suffered or incurred by TOUR as a result of any breach of any obligation of Purchaser in performance of this Agreement or Purchaser's use of the Inventory unless caused by the negligence or misconduct of TOUR. TOUR shall indemnify, defend and hold Purchaser and its affiliates and their officers, directors employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action, and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) suffered or incurred by Purchaser as a result of any breach of any obligation of TOUR in performance of this Agreement
9. **TERMINATION/CANCELLATION.** This Agreement may not be terminated by Purchaser. In the event of a wrongful termination, TOUR may retain all payments received hereunder and shall have the right to pursue all available remedies at law or otherwise. The parties acknowledge and agree that this Agreement is not cancelable.
10. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Purchaser may not assign its rights or obligations hereunder without the prior written consent of TOUR. No amendment to this Agreement shall be effective unless in writing and executed by all parties. This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed to be an original, but both of which, taken together, shall constitute one and the same instrument.
11. **PAYMENT DISCLOSURE.** Payments to THE PLAYERS Championship hereunder are not tax deductible as a charitable contribution. This investment may qualify for a 100% deduction as an entertainment expense incurred in connection with a charitable sporting event. Please consult your tax advisor.