



User contract

Between

First Name	Last Name	Date of birth
Adress	Zipcode	City
Telephone private	Mobile number	
Handicap.	E-Mail address	
DE ____ / ____ / ____ / ____ / ____ / ____		

IBAN for SPEA direct debit mandate

**VAT FORM CAN ALSO BE USED
TO PAY YEARLY!**

- Authorized user-

**and Golfplatz Pfälzerwald GmbH
Auf dem Aspen 60, 67714 Waldfishbach-Burgalben
Industriestr. 25, 68519 Viernheim**

- Operator -

the following contract of use is concluded:

Start of contract	Expiration of the minimum contract period (minimum 12 months)

please check	Monthly usage fee incl. VAT at present *)	Type of authorization to use (scope see § 1)
	€ 110,00	Pfälzerwald U 33
	€ 120,00	Pfälzerwald U 39
	€ 145,00	Pfälzerwald
	€ 155,00	Premium

*) due on 01 of each month, for the first time on 01 of the month following the date of commencement of the contract.

Consent to image and video recordings, publication

In the context of the game operation, tournament execution and other events, picture and video recordings are often made and published in the press, internal media, via our internet and social media areas.

All responsible persons of Golfplatz Pfälzerwald GmbH are aware of their responsibility in the publication of picture and video recordings and will implement this with the appropriate care.

Consent to publication of image/video recordings

☐ I agree to the publication of picture and video recordings within the scope of the playing authorization.

§ 1 Object of use

- (1) Golfplatz Pfälzerwald GmbH operates a golf course in Waldfischbach-Burgalben with 18 holes including a short course and practice facilities as well as a clubhouse including outbuildings.
- (2) The authorized user shall be granted a right of use in accordance with the current version of the "House and Course Rules" and the "General Rules for Play, Competitions and Specifications" of the operator. The authorized user has selected the type of usage authorization on the first page of this agreement by checking the appropriate box.

Die jeweilige Nutzungsberechtigung beinhaltet folgende Leistungen:

<u>Authorization of use</u>	<u>Service</u>
Pfälzerwald	Administration of the DGV handicap and issuance of a DGV membership card, use of the short course at the Pfälzerwald Golf Course, use of all GGC practice facilities and during the term of the contract <ul style="list-style-type: none">- unlimited playing rights at the Pfälzerwald Golf Course- Bonus card- 50% discount on green fees at all GGC golf courses
Pfälzerwald U 33	as above, but valid until the end of the calendar year in which the authorized user reaches the age of 33, thereafter change of the right of use according to § 2 (5)
Pfälzerwald U 39	as above, but valid until the end of the calendar year in which the authorized user reaches the age of 39, thereafter change of the right of use according to § 2 (5)
Premium	as "Pfälzerwald", but also unlimited playing rights at all GGC golf courses (see www.gutperle-golfcourses.de)

If the authorized user resides within the immediate catchment area of another golf facility managed under Gutperle Golf Courses, the Operator is not obligated to enter into this Agreement.

§ 2 Start of contract, minimum contract term, automatic contract renewal, termination and change of usage authorization

- (1) This contract shall commence on the above-mentioned contract start date.
- (2) Minimum contract duration: The contract is concluded for a fixed term until the end of the 12th month following the month in which the contract begins. It may be terminated in writing by either contracting party subject to a notice period of 3 months to the expiry date, for the first time on the minimum contract duration date specified on page 1. The date of the postmark shall be deemed to be the deadline.
- (3) Automatic contract extension: After expiry of the minimum contract period, or after expiry of each extension period, the contract period shall be extended by 12 months at a time, provided that no notice of termination has been given, and may then be terminated in writing subject to a notice period of 3 months. The date of the postmark shall apply to the observance of the notice period.
- (4) The operator is entitled to extraordinary termination of the contract at any time if the authorized user is in arrears with payments and has not made any payment despite two reminders, or if insolvency proceedings have been opened against the assets of the authorized user, the opening of such proceedings has been rejected for lack of assets, or the authorized user has filed an application for the opening of judicial composition proceedings. The same shall apply if the authorized user intentionally or grossly negligently violates obligations arising from this agreement, in particular in the event of repeated violations of regulations pursuant to § 3 number 3 of this agreement.
- (5) The "Pfälzerwald U 33" usage authorization shall change to a "Pfälzerwald U 39" usage authorization on December 31 of the year in which the authorized user reaches the age of 33. The "Pfälzerwald U 39" usage authorization changes to a "Pfälzerwald" usage authorization on December 31 of the year in which the authorized user reaches the age of 39.
- (6) A change of the usage authorization during the term of the contract is only possible with the consent of the operator.

§ 3 Content of the right of use

- (1) The authorized user is entitled to use the golf facilities in accordance with § 1 of the contract of use to the usual extent.
- (2) The authorized user must ensure that no other persons are injured, and no other objects are damaged. The authorized user are co-insured against certain risks within the framework of the liability insurance taken out by the operator.
- (3) Use shall follow the "House and Court Rules" in effect at the time and in compliance with the "General Rules for Games and Competitions". The "House and Court Rules" and the "General Rules for Games and Competitions" shall be made available to interested users and shall be posted in the Clubhouse. Furthermore, the relevant rules of golf and etiquette must be observed. The operator has the right to impose a ban on the course, house and game for an unlimited period of time in the event of infringement of the stated regulations. In case of repetition, the operator is entitled to extraordinary termination without notice (§ 2 number 4).
- (4) The right of use shall only exist if the authorized user has fully performed all financial and other services incumbent upon him/her under this contract and, if applicable, the other contracts, within the respective contractually agreed deadlines.

§ 4 Duties of the operator

The operator must always keep the golf course in a proper and playable condition. He has to inform the authorized user in advance about times of non-usability for special reasons (e.g. private tournaments, association events, construction measures, etc.).

§ 5 Usage Fee, Adjustment and Special Right of Termination in the Event of Adjustment, Caddie Cabinets, Wardrobe Cabinets

(1) The amount of the usage fee is determined by the operator. At the time of conclusion of the usage contract, the conditions specified on page 1 of this contract are fixed. The operator will inform the authorized user about future adjustments of the usage fee in due time, i.e. with a notice period of at least 4 months. In this case, the authorized user has a special right of termination, which must be exercised in writing to the operator with a notice period of 3 months to the date on which the adjustment of the usage fee takes effect.

(2) Caddie and wardrobe lockers will be provided for a fee - considering the available contingent - within the framework of a separate contract of use to be concluded.

(3) The usage fee does not include services and benefits in kind (trainer hours, catering, driving range balls, etc.). These are to be paid for separately.

(4) The usage fee may not be reduced or reclaimed under any circumstances, even if the right of use granted is not exercised or the contract is terminated prematurely.

§ 6 Due date of the usage fee and club fee/SEPA direct debit mandate

(1) The user fee is due for payment on the 1st of each month. It will be debited by direct debit. The authorized user shall issue a SEPA direct debit mandate.

(2) If the authorized user does not issue a SEPA direct debit mandate or if circumstances arise that call into question further participation in the SEPA direct debit procedure (e.g. repeated return debits of direct debits), he/she is obligated to pay an additional annual processing fee of € 100.00 plus statutory VAT per year of the contract term.

(3) If the authorized user is in default with the owed monetary payments, the operator is entitled - after two reminders - to terminate the user contract without notice, whereby the right to play expires with immediate effect. From the time of default, the statutory default interest is due for payment.

§7 SEPA direct debit mandate for recurring services of Golfplatz Pfälzerwald GmbH

Creditor identification number: **DE97GPP00002169956**

Mandate reference: **will be communicated separately.**

I authorize Golfplatz Pfälzerwald GmbH to collect payments from my account by direct debit. At the same time, I instruct my credit institution to honor the direct debits drawn on my account by Golfplatz Pfälzerwald GmbH. Note: I can request a refund of the debited amount within eight weeks, beginning with the debit date. The conditions agreed with my credit institute apply.

§ 8 Passive (dormant) right of use

(1) A passive (dormant) right of use is excluded.

§ 9 Data protection provision

(1) Beginning of the playing authorization

Within the scope of the playing authorization with GP Pfälzerwald GmbH, the following personal data will be collected and processed for the purpose of carrying out the playing operation:

- Name, first name
- For families: partner, children
- For persons under 18 years of age: Parent/legal guardian
- Date of birth, home address, bank details
- Communication data: Telephone number, mobile number, e-mail address
- Health restrictions (proof for the use of e-carts at tournaments)
- profession, business address, former club (voluntary information in each case)

(2) During the playing authorization

During the playing authorization, personal data is processed in connection with the exercise of the playing authorization. These data and information are processed by us, as they are necessary for the promotion and implementation of the game operation and there are no indications that the data subject has an interest worthy of protection, which opposes the processing or use.

These are data in the following categories or areas:

- Participation in match operations (tournament registration, start lists, results), in other events and in training events.
- Start time bookings
- Rental of trolley and wardrobe lockers
- Credit management restaurant and use of driving range, ball machine (if available)

Further processing will be communicated to the authorized players after introduction and if necessary, by information letter. These personal data will be stored in the EDP system "Member Administration" of Golfplatz Pfälzerwald GmbH. Golfplatz Pfälzerwald GmbH has issued a "Directive on Data Protection for Members and Guests", to which you can access at any time via the members' area of the golf course's website.

The personal data will be protected by appropriate technical and organizational measures against the knowledge of third parties.

(3) DGV Intranet / Gutperle Golf Courses

Golfplatz Pfälzerwald GmbH is connected to the intranet of the German Golf Association (DGV), which is used, among other things, to order the DGV membership card. Further details are regulated by the admission and membership guidelines (AMR) of the DGV. The authorized player agrees that the personal data specified in the AMR may be transmitted to the DGV and processed by us and the DGV for the purposes described therein. The corresponding regulations of the AMR have been incorporated into the data protection policy of Golfplatz Pfälzerwald GmbH.

Should the regulations of the AMR be supplemented, extended, or changed in any other way in the future, these changes, insofar as they are reasonable for the player, will become part of the contract of use without requiring a separate declaration by the parties. Any changes will be announced via Golfplatz Pfälzerwald GmbH.

Golfplatz Pfälzerwald GmbH is affiliated with the network of Gutperle Golf Courses (GGC) This includes the following additional facilities: Golfplatz Kurpfalz GmbH & Co. KG and Golfclub Kurpfalz e.V. / Golfplatz Rheintal GmbH & Co. KG and Golfclub Rheintal Oftersheim e.V. / Golfplatz Heddesheim Gut Neuzenhof GmbH & Co. Beteiligungs KG and Golfclub Heddesheim Gut Neuzenhof e.V. Personal data of those entitled to play / members shall be transmitted to the network of GGC insofar as this is necessary for the fulfillment of the association's purposes and for obtaining the member's entitlement to play on the golf courses of the network of GGC.

(4) End of membership, deletion of data

At the end of the membership, the personal data will be deleted at the end of the year following the year in which the member leaves. After expiry of this period, the data will be deleted from the "Member Administration" system, unless the departing member agrees that his or her data should continue to be stored as a guest or a legitimate interest exists.

Upon request, the member's personal master data can also be handed over to the customer in digital form for transfer to another club or transmitted digitally to the new club.

Irrespective of this deletion rule, personal data will be archived separately for up to 10 years after the end of membership in accordance with other statutory storage periods (e.g., company law, tax law). Access to these archives is restricted.

(5) Rights of the data subject

You may at any time request from us information about the personal data concerning you and, if necessary, its correction. You also have the right to request a transfer of your data to another regular member with playing operations in the DGV. If you are of the opinion that the processing of your personal data violates applicable data protection law, please address this to us or our data protection officer (contact details below). If we are unable to resolve your concerns, please contact the competent supervisory authority (The State Commissioner for Data Protection and Freedom of Information of Rhineland-Palatinate, Mainz).

(6) Data protection officer

To ensure the best possible protection of your data, Golfplatz Pfälzerwald GmbH has appointed a data protection officer. You can obtain the contact details via our website. You can reach the data protection officer via dsb-gc-pfaelzerwald@compco.de.

§ 10 Final Provisions

- (1) Claims for damages by the authorized user against the operator are limited to cases of intent and gross negligence.
- (2) The contracting parties may only offset undisputed or legally established claims.
- (3) Changes and additions to this contract must be made in writing to be effective. Verbal collateral agreements do not exist.
- (4) Should individual or several provisions of this contract be invalid, the remaining provisions shall nevertheless continue to apply. An invalid provision shall be replaced by a valid provision which the parties would have agreed upon at the time of the conclusion of the contract, had they known of the defect, in order to achieve the same economic success.

Waldfischbach-Burgalben, date _____

Authorized user

Operator