

HARBOUR PLAZA GOLF CLUB DONGGUAN

BY-LAWS

Implementation Date: November/23/2023

Dongguan Hujing Holiday Country Co., Ltd.

HARBOUR PLAZA GOLF CLUB DONGGUAN

**The By-Laws apply to all persons who play golf at
HARBOUR PLAZA GOLF CLUB.**

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Chapter I General Rules

To standardize the management of HARBOUR PLAZA GOLF CLUB DONGGUAN (hereinafter referred to as "the Club") and the applicable rules for playing golf on the Club's golf course (hereinafter referred to as "the Course"), the By-Laws are hereby formulated. All members of the club and/or their families and/or guests (collectively referred to as "players") must comply with the provisions of the By-Laws of the Club.

Chapter II Club Opening Time

As golf is an outdoor sport, the effective use of the Golf Course is subject to various factors such as weather, grassland conditions, or events. The course and facilities of the Club shall be open for use by players at specific times as the Club may from time to time determine (except force majeure such as bad weather). **The Club may close the whole or part of the Club Facilities including the Golf Course for such times as it may deem necessary for cleaning, repairs, maintenance and renovation or for any other reason.**

We will announce the opening time in advance. Please refer to the specific opening time or closing time of the Club announced on the bulletin board, official website, or official account, etc.

Chapter III Definitions

The game of golf to be played at the Club shall be governed by the following By-Laws and the following definitions shall apply:

1. "Club Handicap" shall mean a Provisional Club Handicap or Official Club Handicap calculated in accordance with the USGA System and certified by such other persons so authorized by the Club.
2. "Guest" shall mean any person who is not a Member and is accompanied by a member of the Club and/or whose flight of play is booked by a member of the Club but is not accompanied by such member.
3. "Member" shall mean any person who is a member of the Club and whose membership is valid.
4. "RAGC" shall mean the Royal and Ancient Golf Club of St. Andrew's Scotland.
5. "Recognized Club" shall mean such club recognized by its national golf association of the country of its establishment or such club that is recognized by the Club.
6. "Supplementary Card Holder" shall mean the spouse and/or children under the age of eighteen of a formal member who has paid the supplementary card fee.
7. "USGA" shall mean the United States Golf Association.
8. "Visitor" shall mean any person who is not a Member or a Member's guest or guest of the Management

Term and expressions defined in the Club Rules shall have the same meanings when used in these By-Laws.

Chapter IV Golf Rules

The Rules of Golf as approved by the RAGC and the Handicapping System of the USGA together with these By-Laws shall apply to all forms of play of golf and to all Club competitions unless otherwise stipulated by the Club in a particular match or competition.

Chapter V Eligibility to Play

1. Members, and/or their family, and/or guests invited by them, as well as visitors approved by the Club, can use the Golf Course subject to the Club Rules and By-Laws. All players must register at the Club prior to play.
2. A Member may invite such number of guests as shall be determined by the Club from time to time to play on the Golf Course based on the availability of the course.
3. A member card or an official golf identification tag shall be displayed by players while on the Golf Course. The member card or tag shall be displayed in a prominent part of the golf bag and shall be made available for inspection upon request by the personnel of Club.
4. Golfers are to dress appropriately in terms of practicality. Players wearing shorts, slippers or sandals which are not suitable for playing golf will not be permitted on the Golf Course.

Chapter VI Use of Course

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(I) Bookings

1. All members may book the course up to two weeks in advance. Bookings shall be made at the booking office either in person, by telephone, online platform, WeChat or phone call. For all bookings, Members shall provide their names and membership numbers and indicate the number of players in the flight. Only full names will be accepted for booking. Business hours of the booking office shall be determined by the Club.
2. Starting times and intervals will be determined by the Club based on the availability of the course, meeting the requirements of the players as much as possible.
3. Each Member shall be permitted to book only one flight of play per day during weekends and public holidays. Additional bookings may only be made on the day or play after the completion of the first round and subject to availability.
4. Members who fail to appear at the booked tee-off time or who are late will be liable to pay charges as shall be imposed by the Club, unless cancellation is made at least one working day before the tee-off time. In the event that a member repeatedly uses or abuses the booking right, the Club may, at its discretion, limit the member's booking right.
5. The Club reserves the right at the time to allow other players to tee-off for bookings not taken up.
6. The Club may at any time from time to time reserve the whole or any

part of the Golf Course for corporate bookings and /or special events.

7. With the approval of the Club, events may be booked 90 days in advance.

8. The Club is entitled to accept or refuse any application for events at its own discretion.

9. The Club is entitled to limit time for single playing and reserves the right to charge additional fees for single playing.

10. The Club reserves the right to group players together to play golf.

11. All players must comply with the starter's instruction and may not tee off without permission.

(II) Driving Range and Practice Green

1. Members, when practicing, shall only use the driving range and practice green areas.

2. Members bringing guests to the driving range are responsible for the registration of their guests, driving range fees, rental/purchase of golf balls and conduct of their guests.

3. Only driving range balls may be used on the driving range. Putting and chipping may be allowed on the practice putting green, but no pitching shall be permitted.

(III) Course Control

1. No play shall commence:

A. From any teeing ground other than the 1st tee, 10th tee and 19th tee, the players shall play each hole thereafter in proper sequence. For safety reasons, the player farthest from the hole cannot play before all players have been at a safe area. Players are prohibited from driving a ball in front of other players or personnel of the Club. With regard to any personal damage and/or property damage caused thereby shall be borne by the player who violates the sequence and the aforementioned requirements.

B. During non-opening hours and non-tee-off time. (the opening and tee-off time shall be determined by the Club)

C. Prior to the player's full particulars and handicap being first registered with the Front Office or with the Manager of the Club, where applicable.

D. Fail to play on the Golf Course according to time-sheets regulating play on the Golf Course. When time-sheets are in force, no player whose name does not appear on time-sheets may play on the Golf Course.

2. Players shall not cause any damage to any part of the Golf Course and putting greens by whatever means, such as moving in a manner as to drag his feet, or by throwing any clubs or jumping on the greens.

3. All players shall ensure that they or their caddies replace divots at all times.

4. All players are responsible for their own belongings in their golf bags. The Club and/or the caddie attending to him shall not be held responsible for any loss or damage.

5. A Member or his family who is in breach of any of these By-Laws or the rules of golf as approved by the RAGC or the Handicapping System of the USGA shall be referred to the Club for handling.
6. Non-players and children below the age of 12 years are not permitted on the Golf Course without prior written approval of the Club.
7. Players must abide by the instructions of the starter on duty.
8. Each player may only play one ball at any one time on the Golf Course.
9. Undue Delay/Slow Play: Players searching for a ball should signal the players behind him to pass as soon as it becomes apparent that the ball will not be easily found after a search of not more than 5 minutes. They should also not continue to play until the players following them have passed and are out of range.
10. Players are expected to assist and cooperate with the officials and course marshals in their attempts to expedite the play of any group of players. The starter and marshals are responsible for managing all players. All golfers must abide by their reasonable instructions.
11. It is strictly prohibited for members to insult other members or personnel of the Club with indecent or abusive language or any form of violence.
12. The Club reserves the right to suspend or dismiss membership, and to report any illegal acts committed by members in the Club to the police.

13. Bad Weather - Play on the course shall be regulated by the use of siren signals to signify as follows:-

(A) A series of short blasts - discontinue play;

(B) A series of 20 second blasts - resume play;

(C) One continuous blast of about 1 minute - play abandoned.

The Club may also use other such signals as it may deem fit. Bad weather is a force majeure beyond the control of the Club. In the event of bad weather, the Club will try to warn players as far as possible, but the Club will not be responsible for any personal or property losses caused to players due to bad weather. In case of bad weather, the Club warns the players of potential safety hazards due to bad weather and other factors on the course and surrounding areas with a siren, which means that the Club has fulfilled the obligation to notify players to suspend or completely stop playing, and require them to take reasonable measures to urgently avoid danger. Therefore, the players shall bear the responsibility and risks caused by bad weather.

14. Issue and Return of Score Cards - Score cards will be issued to each player. All score cards issued must be properly completed and signed by the player and a marker and returned to the handicap boxes promptly upon completion of the round.

(IV) Caddies and Golf Carts

1. Caddies

A. The Club will, at its discretion, determine the basic service level of caddies.

B. Member may reserve qualified caddie provided that notice is given to the Club at least two weeks in advance. The arrangement is subject to availability.

2. Golf Carts

A. Two players may share a golf cart and the hirer of the golf cart shall be responsible for the safe driving of the cart. In case of any man-made damage to the golf cart, the hirer shall bear the cost of making good the carts.

B. Golf carts must be driven on cart paths, unless explicitly permitted by the Club to leave the cart paths.

C. If players require to drive golf carts, the driver must have valid driving licenses and obtain permission from the Club. However, the permission from the Club for players to drive the golf cart does not exempt players from the responsibility of driving the golf cart. Players are responsible for all potential property and/or personal losses to themselves, the Club, and third parties resulting from driving the golf cart by themselves.

Chapter VII Club Handicap

1. Proficiency Certificate - Any Member who does not have a Club Handicap shall first have to apply for a proficiency certificate test. Upon the application being successful, the Member shall be issued a proficiency certificate by the Manager.
2. Provisional Handicap - A Member in possession of a proficiency certificate shall be entitled to apply for a provisional handicap test upon returning at least five (5) 18-hole score cards.
3. Official Club Handicap - A Member with a provisional handicap shall be entitled to apply for an Official Club Handicap upon returning at least another five (5) 18-hole score cards. The Official Club Handicap assigned shall be the same as the Member's provisional handicap or adjusted as the case may be.
4. Proficiency Certificate and Handicap Test - Application for a proficiency certificate or provisional handicap test or official handicap test shall be made at the golf office. The test will be carried out by an authorized tester as and when convenient.
5. Members with other club membership - Members who are also members of other Recognized Club shall be entitled to apply for an Official Club Handicap provided that they submit properly certified latest handicap and course rating issued by such other Recognized Club. Such certified scores shall become part of the Members' scoring record at the Club.

6. Assignment of Official Club Handicap - An Official Club Handicap shall be assigned to successful Members on completion of their official handicap test or on submission of their certified handicap and course rating from other Recognized Clubs. Such assigned Official Club Handicap shall remain in force unless and until it is revised based on subsequent scores returned.

Chapter VIII Competition

1. Club Competitions - Only Members with an Official Club Handicap shall be entitled to participate in any Club competition or match. Children between the age of 12 and 18 are allowed to participate in all monthly medals. For Club trophy events, children may participate at the discretion of the Club. All competitions and matches shall be governed by the rules of golf mentioned in these By-Laws.

2. Members belonging to more than one club - Members who belong to two or more clubs and who have different handicaps at such clubs shall use the lowest certified handicap when competing in any Club competition or match.

Chapter IX Regulations for staying on the Club Premises

1. Whilst on the Club Premises, Members, their Family and guests shall at all times observe a reasonably conservative standard of dress. Players wearing shorts, slippers or sandals which are not suitable for playing golf will not be permitted on the Golf Course.

2. The price and size of portion of food and the price and size of measures of beverages offered for sale at the Club Premises shall be determined by the Club. Food, drinks and other refreshments shall only be consumed in the dining room within the Club Premises. A Member shall not bring his own food, drinks or other refreshment into the dining room within the Club Premises without prior management approval except where those items are required for medical purposes.

3. No pets or animals of any kind (such as insects, birds, cats, dogs) shall be brought on to any part of the Club Premises.

4. No person unless authorized by the Club shall enter the kitchens, store rooms or technical plant areas on the Club Premises.

Chapter X Other Precautions

1. No person shall remove any property of the Club from the Club Premises. If the Club property is lost, stolen or damaged by members, their family, or guests, the members must be liable for compensation.

2. Any persons entering the Club Premises or using any of the Club Facilities shall at all times take care to observe any directional, warning or cautionary signage displayed on the Club Premises for their safety. Parents shall be responsible at all times for the safety of their children while they are on the Club Premises.

3. Employees of the Club shall not be requested to carry out personal errands on behalf of a Member.

No personal effects, articles or property belonging to a Member, his Family or guests, or his children should be entrusted to the care of employees of the Club. The Club, its employees or agents shall not be responsible for any loss or theft of any personal effects, articles or property of any Member, his Family or guests, regardless of whether they have been left to the care of any employee of the Club, nor the Club, its employees or agents will be responsible for personal injuries suffered by children of the members due to personal or third-party reasons, regardless of whether any employee of the Club has agreed to take care of such children.

4. Any article of value found on the Club Premises shall be kept in the security office. If any such article is not claimed within one month of being found, it may be disposed of by the Club as waste.

5. All complaints in respect of any matter concerning the Club or the behavior or conduct of any employee of the Club or other Member shall be made in writing to the Club. All suggestions regarding the Club and the Club Facilities will be welcome and should be made in writing to the Club.

6. No form of advertising or display of advertising material shall be allowed on the Club Premises without the prior written approval of the Club. The intellectual property materials such as the name, logo, and trademark of the Club shall not be used for any advertising, commercial or registration purposes for other groups save with the permission of the Club.

7. Members and their adult family may bring guests onto the Club Premises. The Member or adult family bringing a guest onto the Club Premises shall be responsible for any guest fees payable and at all times for the behavior of the guest and for ensuring that the guest abides by the Rules and By-Laws and shall accompany the guest at all times while on the Club Premises.

8. All players shall be responsible for the vehicles parked within the Club Premises, and the Club does not assume any responsibility for such vehicles. In case of a traffic accident or other accident, the drivers should handle the accident in accordance with Chinese laws and regulations. All vehicles entering the Club Premises must comply with traffic signs on speed limits and directions to ensure safe driving within the Club Premises. Any unsafe behavior such as speeding, violating direction signs, improper parking, may result in the owner or driver losing the right to park vehicles at the Club Premises. The Club has the right to suspend and/or dismiss membership of a member who has obvious dangerous driving behavior.

9. The Club will make reciprocal arrangements with other clubs outside Hong Kong, Macau and Guangdong Province, as it deems appropriate. Members shall be informed of the details of such arrangements from time to time.

Chapter XI Alteration of the By-Laws

The Club may at any time amend these By-Laws for the time being in force,

and such altered terms and conditions of these By-Laws shall be deemed to be an integral part of the By-Laws. The Club shall notify Members of every such amendment through bulletin board, official website, official account and other forms. Unless otherwise required by laws and regulations, **once the altered By-Laws are notified or announced, it will automatically take effect, and all Members will be deemed to have accepted it and shall be bound by every such amendment.**

Chapter XII Language

These By-Laws are written in both English and Chinese but in the event of any difference in the meaning between the two versions, the Chinese version shall prevail.

Chapter XIII Applicable Laws and Jurisdiction

The laws of the People's Republic of China shall apply and all Members hereby agree to submit to the jurisdiction of the people's courts where the Club is located.

The Club hereby reminds all members to pay attention to the clauses herein that limit or exempt members, their family or guests from liability, as well as those that increase the liability of such persons. Members have carefully read and fully understood these stipulations and agree to submit to them.