

Golf Month
“#whatdrivesyou social media competition”

TERMS AND CONDITIONS

1. All sections and information in this document form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions on the part of the participant and their parent/guardian (where applicable).

The Promoter is Golf Australia (ABN: 54 118 151 894), Level 2, 111 Coventry Street, South Melbourne, VIC 3205 (**Promoter**).

2. Entry is only open to Australian residents who are 18 years of age and over. Employees (and their immediate families and friends) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. Promotion commences at 6.00am (ADST) on Saturday 01/10/16 and closes at 11.59pm (ADST) on Monday 31/10/16 (**Promotional Period**).
4. To be eligible to enter, individuals must during the Promotion Period post a photo, video or comment to Facebook, Twitter or Instagram describing what drives them to play golf and include the hashtags #whatdrivesyou and #GolfMonth.
5. Entries are deemed to be received at the time of receipt into the promotion and not at the time of transmission by the entrant.
6. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or

otherwise. The Promoter is not liable for any consequences of user error including without limitation, costs incurred.

10. It is the responsibility of the entrants to ensure that their contact details are correct and to notify the Promoter of any changes to the contact details prior to the date of announcing the winner. The Promoter will not be liable if it cannot contact any winner because of any incorrect contact details provided to it by an entrant.
11. Maximum of five (5) entries permitted per person per day.
12. This is a game of skill, and chance plays no part in determining the winners. Each entry will be individually judged based on merit of the post entered.
13. The weekly winner will be determined by the judging panel and the prize will be awarded to the entrant, who in the opinion of the judges, has entered the best post describing what drives them to play golf. The judging will be held at Golf Australia, Level 2, 111 Coventry Street, South Melbourne, VIC 3205 at 12.00pm (AEST/ADST) on the dates outlined in the table below (entries received between 12.01am on the Judging Start Date and 11.59pm on the Judging Close Date will be entered in the applicable Weekly Judging). The winners will be notified in writing via the social media platform in which they made their post within 2 working days of the judging.

Weekly Judging	Judging Start Date	Judging Close Date	Judging Date	Notification Date
1	01/10/16	09/10/16	10/10/16	12/10/16
2	10/10/16	16/10/16	17/10/16	19/10/16
3	17/10/16	23/10/16	24/10/16	26/10/16
4	24/10/16	31/10/16	01/11/16	03/11/16

14. The winner of each weekly judging will receive a *Cobra King F6 Driver*. The value of each weekly prize is \$599.

The maximum value of the total prize pool is \$2,400.

15. In the event that the eligible entrant is a winner they must be able to take the prize as stated in Condition 14. The Promoter reserves the right to select a new winner in the event of a winner being unable to satisfy these terms & conditions or forfeiting or not claiming the prize by 4.00pm (ADST) on 03/01/17. The Promoter will award the prize to the entry deemed to be the next best entry at the same location as the original judging at 5.00pm on 04/01/17. The winner/s, if any, will be notified in writing via the social media platform of entry (Twitter, Facebook or Instagram), within 2 working days of the rejudging.
16. The Promoter has no control over mobile telephone communications, networks or lines and is not liable for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

17. The Promoter's decision is final and binding and no correspondence will be entered into regarding the decisions. All decisions are made at the sole and absolute discretion of the Promoter.
18. If any prize is unavailable, the Promoter, reserves the right at its sole and absolute discretion to substitute the prize with a prize to the equal value and/or specification of the original prize.
19. The Promoter accepts no responsibility for any variation in the total prize value or each individual prize value.
20. Prizes, or any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
21. Prizes are awarded subject to the standard terms and conditions of individual prize and service providers.
22. Any ancillary costs associated with redeeming the prize are not included.
23. If for any reason a winner does not take ownership of the prize by the time and date stipulated by the Promoter, the prize will be forfeited.
24. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, tampering, infection by computer virus or bug, bad weather or other acts of God, unauthorised intervention or fraud, or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the competition, the Promoter reserves the right, in its sole and absolute discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b), to modify, suspend, terminate or cancel the promotion, as appropriate.
25. The Promoter will not be responsible for any act, omission, failure or delay not reasonably within its control.
26. Once an Entrant has submitted their completed entry they will be treated as having submitted one (1) entries into the Weekly Judging. A maximum of thirty five (35) entries per Weekly Judging is permitted.
27. Entries will be deemed accepted at the time of receipt by the Promoter. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. There is no cost to enter the promotion.
28. Entrants acknowledge that all content posted on Facebook must be in accordance with Facebook terms (<http://www.facebook.com/terms.php>).

29. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
30. Entrants acknowledge that all content posted on Instagram must be in accordance with Instagram Community Guidelines (<https://help.instagram.com/477434105621119/>).
31. This promotion is in no way sponsored by, endorsed or administered by, or associated with Instagram.
32. Entrants acknowledge that all content posted on Twitter must be in accordance with Twitter Rules (<https://support.twitter.com/articles/18311>).
33. This promotion is in no way sponsored by, endorsed or administered by, or associated with Twitter.
34. Entrants acknowledge that images that are submitted by them become the property of the Promoter who may choose to repurpose these images on Facebook, Instagram, Twitter, use them in media releases or on the Golf Month or Golf Australia websites.
35. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
36. The Promoter, its affiliates and agents are not responsible in any way for the content or descriptions included by entrants, nor do they necessarily endorse the content or descriptions. **Entries received must be the original work of the entrant.** Entries received during the Promotion Period will be individually moderated by representatives of the Promoter to ensure content posted is not illegal, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, indecent, libellous, hateful, obscene, or otherwise injurious to third parties or are otherwise objectionable.
37. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees").
38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of this promotion, including but not limited to: (a) any technical

difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) the acceptance and use of the prize by the entrant or any other person; (g) if this promotion is cancelled, terminated, modified or suspended; or (h) if an entrant is disqualified.

39. Entrants consent to the Promoter using any of the comments, images, quotes, or testimonials provided online which they completed to enter this promotion, their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media (including but not limited to banners, press advertising whether online or otherwise) for an unlimited period without remuneration for the purpose of marketing, publicity and promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The winner agrees that the Promoter will own the copyright in all the content on official online entry forms submitted, in any such images and photographs.
40. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.