

Golf Month 2017 consumer competition: Share the golf bug

By entering 'Golf Month: share the golf bug' ("the Competition") you are agreeing to the following Terms and Conditions:

1. Information on how to enter forms part of the Terms and Conditions. Entry into this Competition is deemed acceptance of these Terms and Conditions of entry.

WHO CAN ENTER:

2. The Competition is open to all residents of Australia who are 18 years and over, except employees of the Promoter and their immediate families and all companies and agencies associated with the Competition or Golf Month. "Immediate Family" means spouse, parent, child, or sibling whether or not they live in the same household as the employee.

HOW TO ENTER:

- 3. The Competition commences on Sunday, 13 August 2017 at 0600 AEST and concludes on Tuesday, 31 October 2017 at 1159 ADST ("the Competition Period")
- 4. To enter, entrants are required to do the following within the Competition Period:
 - a. Complete all required details of the entry form located at http://www.golf.org.au/golfmonth-win including the entrant's:
 - i. Full name
 - ii. Valid email address
 - iii. Phone number
 - b. Provide a response in 150 words or less to the question: "In 150 words or less, tell us who you will share the golf bug with this October and how"

By successfully completing the entry form during the Competition Period, you will be automatically entered into the Competition.

- 5. Maximum of five (5) entries permitted per person during the Competition Period.
- 6. Entries are deemed to be received at the time of receipt into the Competition and not at the time of transmission by the entrant.
- 7. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
- 8. 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.
- 9. Incomplete, indecipherable or illegible entries will be deemed invalid.

- 10. 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.
- 11. It is the responsibility of the entrant 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.

PRIZE DRAW

12. There will be four Grand Prizes to be won ("the Grand Prize"). The Competition 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.

The Grand Prize winners 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 response to the question, "In 150 words or less, tell us who you will share the golf bug with this October and how." The judging will be held at Golf Australia, Level 2, 111 Coventry Street, South Melbourne, VIC 3205 at 12.00pm ADST on Wednesday 8 November 2017. The winners will be notified by phone or in writing within two working days of the judging and their names will be published on the http://www.golf.org.au/golfmonth-win website.

Should there be spot prizes included in the competition, winners will be selected based on the quality of their response to the question "In 150 words or less, tell us who you will share the golf bug with this October and how." Spot prize winners will still be eligible for the Grand Prize.

The Promoter's decision in relation to any aspect of the Competition is final and binding. No correspondence will be entered into.

- 13. In the event that the eligible entrant is a winner they must be able to take the prize as stated in Condition 15. 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 Monday 11 December 2017. 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 Tuesday 12 December 2017. The winner/s, if any, will be notified via phone or email and published on the http://www.golf.org.au/golfmonth-winwebsite.
- 14. Winners and their companions must redeem the Grand Prize on the travel dates, as determined by The Promoter and Air Adventure Golf Tours. If a Winner and/or their companion is unable to travel on the dates and flights to be advised by the Promoter and Air Adventure Golf Tours, their prize will be forfeited and no cash alternative offer will be awarded in lieu of the Grand Prize.

GRAND PRIZE

15. There will be four (4) Grand Prizes awarded. These will be communicated in marketing materials as: 'The ultimate golf bug adventure in Tasmania for you and a friend, courtesy of Air Adventure Golf Tours.

Each Winner will receive the Grand Prize package detailed below:

Item (for the winner plus one travel companion)

Return flights from the winner's nearest major airport to Melbourne on a date as determined by The Promoter and Air Adventure Golf Tours

Return private charter flights via King Island from Essendon Airport, Melbourne

Two nights' on-course accommodation at the premium Lost Farm Lodge (twin share)

One night's accommodation at Boomerang by the Sea (twin share)

38 holes at Barnbougle Dunes and Barnbougle Lost Farm

18 holes at Cape Wickham, King Island

18 holes at Ocean Dunes, King Island

Pull cart and full-size bag hire (if required)

On ground transfers

Total value per Grand Prize winner is up to \$5,150

Notes:

- Accommodation is twin share and clubs are BYO (in pencil travel tube, to be supplied by Essendon Airport, Melbourne)
- In the event a winner is from Melbourne, their prize redemption will commence from Essendon Airport.
- Items not included and to be covered at winners and travel companions' own expense:
 - Meals and beverages
 - Motorised cart or club hire (if required)
 - Any other item not included in the above outlined prize table.
- 16. The total Grand Prize pool is valued at up to \$AUD \$26,600.
- 17. The Promoter is neither responsible no liable for any loss or damage suffered if the trip is postponed, cancelled, rescheduled or relocated.
- 18. Each Winner (and their companion) must be 18 years and over as at Sunday, 13 August at 0600 AEST to redeem and participate in the Grand Prize.

- 19. Each Winner (and their companion) must be an Australian resident to participate in the prize as at Sunday, 13 August at 0600 AEST.
- 20. The Grand Prize values are correct as at the date of printing. The Promoter accepts no responsibility for change in Grand Prize value between now and the ultimate date the Grand Prize is taken.
- 21. If an element of the Grand Prize consists of an event or other similar prize outlined above is, for any reason, cancelled, postponed, rescheduled or not available, that element of the Grand Prize will be considered as forfeited and no cash alternative offer will be awarded in lieu of the Grand Prize.
- 22. All prizes must be taken as offered. The Grand Prize, or any unused portion of the Grand Prize, is not transferable, exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer.
- 23. Unless specified otherwise, each Winner (and their companion) are responsible for all expenses incurred in connection with accepting the Grand Prize including, without limitation, spending money, flights (unless specified), meals, drinks, transfers (unless specified), activities (unless specified), incidentals, energy surcharges, gratuities, service charges and all other ancillary costs including those relating to providing equipment for or participating in golfing activities.
- 24. In the event that the Grand Prize, or part of the Grand Prize, is unavailable, the Promoter reserves the right to substitute the Grand Prize or part of the Grand Prize in its discretion with an alternative prize or part of the prize to the same and equal or greater recommended retail value.
- 25. It is a condition of accepting the Grand Prize that each Winner (and their companion) must comply with all the Terms and Conditions of use of the Grand Prize and the Grand Prize supplier's and the Promoter's requirements (as applicable).
- 26. It is a condition of accepting the Grand Prize that each Winner (and their companion, as applicable) agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and each Winner (and their companion, as applicable) grants the Promoter a perpetual, non-exclusive royalty free licence to use such footage and photographs in all media worldwide and each Winner (and their companion) will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.
- 27. It is a condition of accepting the prize that each Winner (and their companion) may be required to sign a legal release in a form in relation to clause 26 determined by the Promoter in its absolute discretion.

GENERAL

- 28. The use of any automated entry software or any other mechanical or electronic means that permits the entrant to automatically enter repeatedly is prohibited and will render all entries submitted by the entrant invalid.
- 29. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the

course of the administration of this Competition including omission, interruption, deletion, defect, delay in operation or transmission, communications line or telecommunications, telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

- 30. If this Competition is not capable of running as planned due to any reason whatsoever, including but not limited to, programming changes, technical faults, unauthorised intervention, fraud or any causes beyond the control of the Promoter which corrupt or affect the conduct, administration, security, fairness or integrity of the Competition, the Promoter reserves the right, in its sole absolute discretion, to the fullest extent permitted by law and subject to any written directions given by a regulatory authority, to: a) modify, suspend, terminate or cancel the Competition; and/or b) disqualify any entrant, as appropriate, including banning an entrant from participating in future promotions conducted by the Promoter, for any reason including, but not limited to, behaving in any manner that is, as determined by the Promoter in is absolute discretion, deemed to be inappropriate or contrary to any codes regulations or any applicable laws including mentioning or promoting any product, service, venture or item or using inappropriate language or saying anything that may in the Promoter's reasonable opinion be abusive, rude, threatening, offensive, harmful or hurtful to any other third party.
- 31. The Promoter accepts no responsibility for any entries not received by the Promoter or delays due to technical disruptions or for any other reason. An entry will only be counted as being received when it has been received by the Promoter's software system, not when it was sent from the entrant.
- 32. The Promoter reserves the right to request each Winner (and their companion) to provide valid proof of age and identity. Identification considered suitable for verification is at the absolute discretion of the Promoter.
- 33. If any Winner is under the age of 18 years as at Sunday, 13 August 2017 0600 AEST, their entry will be deemed invalid and the Grand Prize will be forfeited and subject to the unclaimed prize draw in accordance with clause 13 above.

LIABILITY AND RELEASE

34. Except for any liability that cannot be excluded by law, the Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives), exclude all liability (including negligence) for any claim, personal injury, loss or damage (including loss of opportunity), cost or expense that may be incurred or sustained by the Promoter or each of their related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, arising out of the following: a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); b) any theft, unauthorised access or third party interference; c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after its recept 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 of entry; e) any participating in the Competition and/or f) redemption of the All entrants in the Competition, including each Winner and their Grand Prize. companions provide a release and indemnity to the Promoter and their respective officials, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter or each of their officials, representatives, agents

- and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the entrant including the Winner and their companions in relation to the Competition or the Grand Prize.
- 35. The Promoter and its related entities and their respective officials, representatives, agents and sponsors (and any of their respective representatives) will take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.
- 36. The release and indemnity in clauses 33 and 34 (each a "relevant commitment") is given by each entrant, each Winner and their companions in favour of the Promoter. It is acknowledged that:
 - a. the relevant commitment is given by each entrant, each Winner and their companion for the benefit of the Promoter and each of them with the intention that they are entitled to rely on and enforce the relevant commitment; and
 - b. the benefit of the relevant commitment is held by the Promoter on its own behalf.

PERSONAL INFORMATION

37. Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying the Winners). Without limiting the foregoing, the Promoter may disclose entrants' personal information to other parties assisting in the administration of the Competition including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Competition. By entering this Competition and these Terms and Conditions, the entrant consents to the Promoter, its related entities and business partners (as applicable) using the entrants' personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any of all of them. Entrants may request access to or correction of their personal information by writing to golfmonth@golf.org.au.

PROMOTER

- 38. The Promoter is Golf Australia (ABN: 54 118 151 894), Level 2, 111 Coventry Street, South Melbourne, VIC 3205. For the purposes of these Terms and Conditions, Golf Australia and Golf Month are referred to collectively as "the Promoter". You can contact the Promoter in relation to the Competition by mail to the above address, by email to golfmonth@golf.org.au or by telephone to (03) 9626 5050.
- 39. The Promoter may amend these Terms and Conditions in its absolute discretion.