

The logo for Golf Month October features the text "GOLF MONTH" in a large, bold, black sans-serif font, with "OCTOBER" in a smaller, bold, black sans-serif font below it. To the right of the text is a stylized golf ball icon with a teardrop shape at the bottom. The entire logo is set against a bright yellow rectangular background. The background of the entire page is black with scattered white and yellow golf ball icons and teardrop shapes.

# GOLF MONTH OCTOBER

## **Golf Month 2018: Win a \$15,000 marketing package with Australian Golf Digest by participating in Golf Month 2018'**

By entering 'Golf Month 2018: Win a \$15,000 marketing package with Australian Golf Digest by participating in Golf Month 2018' ("**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 Australian golf clubs and facilities participating in Golf Month 2018. A "**participating Golf Month facility**" is an Australian golf club or facility that stages at least one Golf Month activity during October 2018.

### **HOW TO ENTER:**

3. The Competition commences on Monday, 1 October 2018 at 0000 AEST and concludes on Friday, 30 November 2018 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 [here](#).
  - b. Provide supporting photos of the Golf Month activity, celebrations and/or promotional activity.

By successfully completing the entry form and providing supporting photos of the Golf Month activity, celebrations and/or promotional activity during the Competition Period, you will be automatically entered into the Competition.

5. Maximum of three (3) entries permitted per participating Golf Month facility 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 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 one (1) Grand Prize to be won ("**the Grand Prize**"). The Competition is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on merit of the entry.
13. The Grand Prize 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 staged the most innovative Golf Month activity in 2018. The judging will take into consideration the varying size, nature and budgets of Australian golf clubs and facilities.
14. The judging will be held at Golf Australia, Level 2, 111 Coventry Street, South Melbourne, VIC 3205 at 12.00pm ADST on Wednesday 5 December 2018. The winners will be notified by phone or in writing within two working days of the judging.
15. The Promoter's decision in relation to any aspect of the Competition is final and binding. No correspondence will be entered into.
16. In the event that the eligible entrant is a winner they must be able to take the prize as stated in Condition 19. 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 Wednesday 12 December 2018. 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 Wednesday 12 December 2018.
17. Winners must redeem the Grand Prize as determined by The Promoter. If a Winner is unable or unwilling to redeem the Grand Prize, their prize will be forfeited and no cash alternative offer will be awarded in lieu of the Grand Prize.

#### **GRAND PRIZE**

18. There will be one (1) Grand Prize awarded. This will be communicated in marketing materials as: 'Win a \$15,000 marketing package with Australian Golf Digest by participating in Golf Month 2018'.
19. The Grand Prize is a \$15,000 marketing package with Australian Golf Digest magazine that may include marketing benefits such as editorial in Australian Golf Digest magazine, advertising in Australian Golf Digest magazine and/or advertising across the Australian Golf Digest website and social media channels.
20. The total Grand Prize pool is valued at up to AUD\$15,000.
21. 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.
22. 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.

23. 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.
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 the Winner 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 the Winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the Winner grants the Promoter a perpetual, non-exclusive royalty free licence to use such footage and photographs in all media worldwide and the Winner 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 the Winner 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 its 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.

#### **LIABILITY AND RELEASE**

32. 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 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 of entry; e) any participating in the Competition and/or f) redemption of the Grand Prize. All entrants in the Competition, including the Winner 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 in relation to the Competition or the Grand Prize.
33. 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.
34. The release and indemnity in clauses 33 and 34 (each a "**relevant commitment**") is given by each entrant and the Winner in favour of the Promoter. It is acknowledged that:
- a. the relevant commitment is given by each entrant and the Winner 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.

#### **PROMOTER**

35. 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](mailto:golfmonth@golf.org.au) or by telephone to (03) 9626 5050.
36. The Promoter may amend these Terms and Conditions in its absolute discretion.