

Golf Month 2018 consumer competition: Share the game you love with the people you love

By entering 'Golf Month: share the game you love with the people you love' ("**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:

- The Competition commences on Saturday, 1 September 2018 at 00:00 AEST and concludes on Wednesday, 31 October 2018 at 11:59 ADST ("the Competition Period")
- 4. To enter, entrants are required to complete all required fields of the entry form located at <u>http://www.golf.org.au/golfmonth-win</u>. 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 one Grand Prize 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 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 response to the questions, "Who will you share the game with this October?" and "How are you going to share the game you love with the people you love?"

The judging will be held at Golf Australia, Level 2, 111 Coventry Street, South Melbourne, VIC 3205 at 12.00pm ADST on Wednesday 7 November 2018. The winner will be notified by phone or in writing within two working days of the judging and their name will be published on the Golf Month website.

Should there be spot prizes included in the competition, winners will be selected based on the quality of their response to the questions, "Who will you share the game with this October?" and "How are you going to share the game you love with the people you love?" 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, 10 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 Tuesday, 11 December 2018. The winner, if any, will be notified via phone or email and published on the Golf Month website.
- 14. The winner and their companion must redeem the Grand Prize on the travel dates, as determined by The Promotor. If a Winner and/or their companion is unable to travel on the dates and flights to be advised by the Promoter, 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 one (1) Grand Prize awarded. This will be communicated in marketing materials as: 'Win a trip to The 148th Open at Royal Portrush'.

The Winner will receive the Grand Prize package detailed below:

Item
Return air fares for the Grand Prize winner and one travel companion from the nearest capital city to Belfast International Airport in Northern Ireland
Arriving in Belfast on Monday, 15 July 2019 and departing Belfast on Monday, 22 July 2019
Seven nights' accommodation nearby Royal Portrush from Monday, 15 July 2019 to Monday, 22 July 2019
Hire car from Monday, 15 July 2019 to Monday, 22 July 2019
AUD\$1,500 spending money
Two weekly passes to The Open
Total value for Grand Prize winner is up to A\$13,000

Notes:

- Accommodation is twin share
- Items not included and to be covered at winners and travel companions' own expense:
 - Meals and beverages
 - o Any other item not included in the above outlined prize table
 - Any costs associated with required travel documentation (i.e. passports or visas)
 - o Travel insurance
 - Additional baggage costs for golf clubs or other excess baggage
- 16. The total Grand Prize pool is valued at up to A\$13,000.
- 17. The Promoter is neither responsible nor liable for any loss or damage suffered if the trip is postponed, cancelled, rescheduled or relocated.
- 18. The Winner (and their companion) must be 18 years and over as at Saturday, 1 September 2018 at 00:00 AEST to redeem and participate in the Grand Prize.
- 19. The Winner (and their companion) must be an Australian resident to participate in the prize as at Saturday, 1 September 2018 at 00:00 AEST.
- 20. The Grand Prize value is 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, the Winner (and their companion) are responsible for all expenses incurred in connection with accepting the Grand Prize including, without limitation, spending money (above amount specified), 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 equal or greater recommended retail value.
- 25. It is a condition of accepting the Grand Prize that the Winner (and their companion) must comply with all the Terms and Conditions of use of the Grand Prize and the Grand Prize's suppliers, including but not limited to airline providers, accommodation providers, hire car providers and The Open Championship.
- 26. It is a condition of accepting the Grand Prize that the 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 the 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 the 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 the 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 the 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 Grand Prize. All entrants in the Competition, including the Winner and their companion

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, the Winner and their companion in favour of the Promoter. It is acknowledged that:
 - a. the relevant commitment is given by each entrant, the 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.