

Weekly Giveaway Terms and Conditions of Entry

General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into a weekly giveaway is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this weekly giveaway, these Terms and Conditions prevail.
3. These terms apply to each weekly giveaway.

How to enter

4. GolfLoot members receive entries to the weekly giveaway based on the membership tier they subscribe for.
5. Additional entries cannot be purchased. Members may earn extra entries through optional activities such as checking in when they play golf or visiting partner locations. These activities are free to participate in and do not require any additional purchase.
6. Golfloot will use contact details submitted by Members.

Open, Close, Draw and Publish dates

7. The weekly giveaways will commence on **Thursday 07:00 PM AEST** each week and close the following week on **Thursday at 06:00 PM AEST** (“Promotional Period”) subject to availability of prizes. All times noted in these Terms and Conditions are local times, based on the location of Golfloot. Entries associated with Memberships purchased prior to the end the Promotional Period will be eligible for entry.
8. The winner will be the first valid entry drawn electronically by Golfloot on **Thursday 06:30 PM AEST** each week specified on the Golfloot website. Golfloot will ensure that all entries have an equal chance of winning a prize.
9. The winner will be notified by email and telephone within two business days of the draw. The winner’s details (last name, first initial and postcode) will also be published on <http://www.golfloot.com.au> **within 48 hours of being drawn** for a period of 30 days.
10. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the draw.
11. Golfloot may conduct such further draws **30 days following publication of the original winner’s details** (at **06:30 PM AEST**) to distribute any prizes unclaimed by this date. Winners of any further draws will be notified and published in the same manner and within the same timeframes as the initial draw.

Prize on offer

12. The total prize pool will vary week to week and will not exceed \$5,000.00.
13. The prizes on offer from week to week and the total number of giveaway winners per week is specified on <http://www.golfloot.com.au>.

Further Terms and Conditions

14. Any entrant found to have used a third party (including online competition entry sites) to enter on their behalf will have all entries invalidated and any claim to a prize invalidated. If awarded a prize, such entrants must immediately return the prize.

15. Any entrant found to have entered incorrect contact details will have all entries invalidated and any claim to a prize invalidated.
16. If the prize is unavailable, for whatever reason, the Golfloot reserves the right to substitute the prize for a prize of equal or greater value. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
17. Golfloot highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. Golfloot makes all reasonable efforts to deliver prizes to the addresses provided by giveaway entrants. Golfloot cannot guarantee that any prizes returned to Golfloot due to non-delivery at the provided address will be re-sent to the prize winner.
18. Golfloot reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that Golfloot deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of Golfloot. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
19. Golfloot reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
20. Golfloot's decision in relation to any aspect of the giveaway is final and binding. No correspondence will be entered into.
21. Unless expressly stated in these Terms and Conditions, any and all costs associated with redeeming or enjoying the benefit of the prize (including but not limited to travel costs, food, telephone use, accommodation, transport, appropriate skillset, merchandise and all other ancillary costs) are the responsibility of the entrant (as applicable).
22. If for any reason a winner does not or cannot redeem the prize at or by the time stipulated, the prize, or element of, will be forfeited and no cash or alternative will be awarded.
23. Postage costs associated with standard postage of the prize to the winner's Australian postal address will be covered by Golfloot.

Privacy Collection statement

24. By submitting an entry into this giveaway entrants consent to receive promotional and other marketing messages from Golfloot (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by Golfloot.
25. Golfloot and its related entities collect entrants' personal information for the purpose of conducting and promoting this giveaway (including but not limited to determining and notifying winners). Golfloot may disclose personal information collected to an agent who is engaged to conduct the giveaway draw and for prize fulfilment. Golfloot will otherwise handle your personal information in accordance with its Privacy Policy available at www.golfloot.com.au/privacy-policy. You may request access or to update

your personal information or lodge a complaint by writing to The Privacy Officer, Golfloot Pty Ltd (ABN 89 690 179 312) of PO Box 743, Traralgon, VIC 3844.

Copyright, Statutory guarantees, Waiver and liability

26. All entries and any copyright subsisting in the entries become and remain the property of Golfloot who may publish or cause to be published any of the entries received.
27. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the giveaway, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting Golfloot a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
28. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
29. Golfloot (subject to regulatory approval) reserves the right to amend, cancel or suspend this giveaway if an event beyond the control of Golfloot corrupts or affects the administration, security, fairness, integrity or proper conduct of this giveaway or if such a change is required to ensure the safety of Golfloot, its representatives and of entrants. The extent of any such amendment or other action will be proportionate to the reasons giving rise to such action. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. Golfloot will disqualify any individual who has tampered with the entry process or any other aspect of this giveaway. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
31. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Golfloot (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: (a) any technical difficulties or equipment malfunction (whether or not under Golfloot'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 their receipt by Golfloot) due to any reason beyond the reasonable control of Golfloot; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) use of a prize.