

**GOLFLOOT**  
**MEMBERSHIP TERMS AND CONDITIONS**

**1. APPLICATION**

The following are the terms and conditions by which Golfloot Pty Ltd ACN 690 179 312 (**us, we, our**) provides you Membership and access to the Website. By purchasing one of our Memberships and using our Website you are agreeing to these terms. If you are performing any of these actions on behalf of a business, you are warranting that you have the authority to do so.

**2. MEMBERSHIP**

Purchasing a Membership provides you with access to the Website operated by us and access to the Benefits. You must be 18 years of age or older to purchase a Membership.

You must provide sufficient information when purchasing a Membership to enable us to provide you with access to the Website and Benefits.

If a Membership includes any special conditions agreed by us, they will, unless stated otherwise take precedence over these terms.

**3. PROMOTIONS AND TRIAL MEMBERSHIPS**

We may offer promotional discounts on Memberships from time to time, including by offering free trials for a specified period. These discounts or trials are offered as limited time promotions and cannot be applied retrospectively to existing Memberships.

To participate in a free trial and receive a Membership, you will be required to provide us with your payment details. Unless you cancel your free trial before the end of the trial period, we will charge you the Price for your Membership from the end of the trial period. You may cancel your Membership at any time. You will not be charged the Price if you cancel your Membership within the free trial promotional period.

Promotional discounts and free trials are governed by the terms and conditions advertised on the Website from time to time.

**4. BENEFITS OF MEMBERSHIP**

Depending on the type of Membership, Benefits of Membership consist of:

- 4.1. Retail Deals; and
- 4.2. entry into Giveaways.

**5. RETAIL DEALS**

Retail Deals may vary from time to time depending on availability and your type of Membership.

Partner products, services and discounts are provided solely for the benefit of paying members. We make no representations or warranties and assume no liability regarding our Partners' products, services or discounts. Retail Deals are subject to the terms and conditions specified against each Retail Deal, which are the responsibility of the respective Partner.

We are not required to notify you of changes to our Partners and the particulars of the Retail Deals offered by them as made available on the Website.

We represent that details of our Partners and Retail Deals advertised on the Website will be kept up to date, accurate and readily available subject to these terms and conditions.

Should any material changes be made to the Retail Deals offered, we will notify you in writing of the changes.

**6. GIVEAWAYS**

We may offer as part of your Memberships entry into promotions and weekly giveaways associated with your Membership (**Giveaways**). Entry into Giveaways is at no additional cost.

Giveaways are either:

- 6.1. major draws/bucket list opportunities, which are trade promotion lotteries carried out under relevant state or territory issued permits. Your state of residence may determine your eligibility to enter major draws. Each major draw is governed by a separate promotion terms and conditions available on the Website 'Giveaways' page.
- 6.2. Weekly giveaways (i.e. weekly draws) which are governed by the separate weekly giveaway terms and conditions available on the Website 'Giveaways' page.

**7. CANCELLATION**

You may cancel your Membership at any time by logging into your account on the Website and navigating to the 'Manage Profile' page.

If you cancel your Membership for change of mind, you will not be eligible for a refund of any Price already paid. If you proceed to cancel your Membership, no further un-paid payments of the Price will be charged. Following cancellation, you will continue to have access the Benefits up until the expiry of the subscription period already paid for.

If your Membership is cancelled, all accumulated giveaway entries attached to your Membership will be lost from the day at the end of the current billing period.

We may cancel a Membership at any time at our discretion including where there is an error in the Price or description of the Membership, or the Membership has been purchased in breach of these terms.

Where we cancel a Membership, other than for breach of these terms, we will provide a refund of any Price already paid for the time remaining in the billing period.

**8. PAYMENTS**

Unless otherwise agreed, your payment of the Price is due on the Sign-up Date, following which it will be due monthly or annually in advance from the Sign-up Date, depending on your Membership.

For Memberships, the Price will be automatically withdrawn from your nominated payment method monthly or annually as selected by you. Nominated payment methods can be updated at any time by logging into your account on the Website and navigating to the 'Manage Profile' page.

Where we use a third-party payment platform to charge you the Price, use of that platform will be subject to your acceptance of their terms and conditions.

We may change any advertised Price at any time by notifying you in writing of this change. Annual memberships purchased prior to the change in Price will remain unchanged for the remainder of that billing period.

**9. GST**

To the extent that a party makes a taxable supply in connection with these terms to the other party then, except where express provision is made to the contrary, the amount payable by the recipient of that supply is a GST exclusive amount and the recipient of that taxable supply will pay to the supplier of it the GST payable in respect of that supply in addition to the other consideration payable.

A party's right to payment of the GST is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

**10. PLATFORM AND WEBSITE**

We operate the Website, which is provided for your personal use only via standard web and mobile internet browsers. Access to the Website may be suspended, restricted or terminated at any time.

You must not, and not allow others to use or permit anyone else to access the Website:

- 10.1. to upload, send or receive any defamatory, unlawful, abusive or pornographic material or material that infringes the rights of third parties;
- 10.2. to upload, send or receive any material which is technically harmful, limits the functionality of software or hardware or intended to intercept communications;
- 10.3. for any purpose that is unlawful or fraudulent, attempts to access unauthorised data or configurations or interferes with the functionality of the Website;
- 10.4. to send unsolicited mail messages;
- 10.5. with any robot, spider or similar manual or automatic tool or process for any reason without our written consent use the Website; or
- 10.6. in breach of these terms.

We do not warrant that the Website will be available at all times or is free from viruses and where the Website contains links to third party sites, we assume no responsibility for the content of such third-party sites.

We grant you a limited, personal, non-transferable, non-exclusive, revocable license to access and use the Website pursuant to these terms and conditions.

All Intellectual Property Rights in the Website, materials, information and content on the Website, any database operated by us, all the Website design, text, graphics, software, photos, video, music, sound, data, all software compilations, underlying source code (including applets and scripts) is our property (or that of our licensors). You shall not, and shall not attempt to, obtain any ownership or title to any such property. All rights are reserved.

**11. ACCOUNT**

To use certain portions of the Website, you will be directed to register on the Website by creating an account.

We reserve the right to decline registration or to cancel an account at any time.

When you create an account, we will collect, store and disclose your information in accordance with our Privacy Policy.

In relation to your account you must:

- 11.1. keep your account password confidential and are entirely responsible if you do not maintain such confidentiality;
- 11.2. immediately notify us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of your email address or any breach of security known to you. You agree that we are not responsible or liable in the event that a person to whom your password is disclosed uses the Website.

You warrant that all information you provide in your account is accurate and up to date and you will promptly inform us of any changes. In creating an account, you warrant that you will not:

- 11.3. use an email address or username of another person or entity for the purpose of impersonating that person;
- 11.4. use a name that is false or belonging to another person;
- 11.5. use an email address or username that contains profanity, may cause offense or would be considered otherwise inappropriate; or
- 11.6. permit any other party to use your account or password including by sharing or transferring account details.

We may without notice suspend or close your account if you (or someone accessing your account) act in breach of these terms or we reasonably suspect such a breach has occurred or will occur.

## 12. CONSUMER GUARANTEES

If you are a consumer under the ACL, Membership comes with guarantees that cannot be excluded under the ACL. For major failures with the Membership, you are entitled:

- 12.1. to cancel your Membership with us; and
- 12.2. to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with your Membership rectified in a reasonable time and, if this is not done, to cancel your Membership and obtain a refund for the remaining period in the billing cycle.

To the extent permitted by law, we exclude all other guarantees, warranties, undertakings and representations expressed or implied, whether arising by statute or otherwise, which are not given in these terms.

## 13. YOUR RESPONSIBILITIES

You are solely responsible for any use of the Website by you or any third party whether authorised or not. You must not resell your Membership.

You must not alter, tamper, reverse engineer, repair or cause or allow a third party to do so without our consent.

## 14. SUSPENSION OF MEMBERSHIP

We may limit, suspend or cancel the provision of Membership, Website access and availability of Benefits to you:

- 14.1. in the event of an emergency, where the supply is or likely to be unlawful or in our reasonable opinion the supply is likely to cause death, injury or damage to property;
- 14.2. if you do not pay us any amounts due for the Membership on time; and
- 14.3. if an administrator or receiver is appointed to you or you are unable to pay your debts as and when they fall due.

## 15. LIABILITIES

Where the ACL applies, and the Membership is not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability under the ACL is limited, at our option (and provided it is fair and reasonable to do so), to one or more of the following:

- 15.1. re-supplying the Membership again; or
- 15.2. reimbursing you the cost of having someone else supply the Membership.

Other than as specifically accepted by us above, and subject to law, we are not liable for any other losses or damages you may suffer, including any:

- 15.3. loss caused by you or to the extent it results from your failure to take reasonable steps to avoid or minimise that loss;
- 15.4. loss caused by events falling outside our reasonable control; and
- 15.5. indirect or consequential losses (including loss of revenue, profits, enjoyment or loss of business), or losses you might suffer as a result of unauthorised access to information we hold.

To the extent not otherwise excluded or limited by these terms, each party limits its liability to the other to the Price paid to us during the 12 months prior to the event giving rise to the liability.

## 16. INDEMNITY

You indemnify, and keep indemnified, us and our directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by us arising from any claim, demand, suit, action or proceeding by any person against us where such loss or liability arose out of, or in connection with your acts or omissions or breach of these terms, or use of the Website, Membership and Benefits.

## 17. TERMINATION

If you commit an Act of Default which is not remedied within 5 days of us giving written notice to do so, we may terminate these terms or suspend your Membership and Website use until you remedy the Act of Default.

If we terminate these terms all amounts payable by you to us will immediately become due and payable notwithstanding that the due date has not yet arisen.

If we commit an Act of Default which is not remedied within 5 days of you giving written notice to do so, you may terminate these terms and obtain a refund of any amount of the Price already paid for Membership not utilised, less any other amounts due and payable to us.

## 18. INTELLECTUAL PROPERTY

We and our Partners retain ownership of all Intellectual Property Rights owned or made available by us in providing you with Membership, Website use and Benefits that are in existence at the time of Sign-up Date and grant to you a non-exclusive, non-transferrable and non-sub-licensable licence to this Intellectual Property Rights for the sole purpose of using the Website in the ordinary course of your business.

Unless otherwise agreed, we and our Partners retain ownership of all Intellectual Property Rights created as a result of providing you Membership.

If you communicate with us, you grant to us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your correspondence or communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on our Website and developing your ideas and suggestions for improved goods or services we provide.

**19. VARIATIONS**

We may amend these terms at any time by posting such amendments on the Website. In relation to a Membership, you will be bound only to the version of the terms in force at the Sign-up Date unless we notify you of amendments.

**20. CONFIDENTIALITY**

All information supplied by a party to the other party will be treated as confidential except to the extent that it becomes public knowledge (otherwise than through a breach of confidentiality) and must not be disclosed to a third party without the prior written consent of the party who originally supplied the information, or as required by law.

**21. PRIVACY**

By becoming a Member, you consent to receive promotional and other marketing messages from Golfboot and our Partners (including messages sent electronically for an unlimited period of time).

Members will be able to opt-out at any time by following the instructions included in each message sent by or on our behalf.

We collect your personal information for the purpose of administering your Membership, Retail Deals and Giveaways, and we may disclose personal information collected to our Partners, suppliers and any agent who is engaged to conduct the Giveaway draw and for prize fulfilment. We will otherwise handle your personal information in accordance with our Privacy Policy available at [www.golfboot.com.au/privacy-policy](http://www.golfboot.com.au/privacy-policy). You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Golfboot Pty Ltd (ABN 89 690 179 312) of PO Box 743, Traralgon, VIC 3844

**22. DISPUTES**

If a dispute arises under these terms, the party claiming that a dispute has arisen must give notice to the other party specifying the nature of the dispute and the parties will attempt to negotiate a resolution in good faith.

If a dispute persists for more than 14 days, either party can refer the dispute to mediation before a mediator to be appointed by the Australian Commercial Disputes Centre. The costs of mediation will be shared by the parties equally.

Save for seeking urgent interlocutory or injunctive relief, neither party may issue court proceedings in relation to a dispute until resolution by mediation has been attempted.

**23. RELATIONSHIP**

The relationship between us is that of principal and independent customer. You must not represent yourself as our employee or agent.

**24. GENERAL**

If any portion of these terms are deemed by a Court of competent jurisdiction to be invalid, then the remainder of these terms shall remain in full force and effect and the offending provision or provisions severed.

Neither party may assign, novate or otherwise transfer any of its rights or obligations arising out of or under these terms to another person without the other party's prior written approval (which will not be unreasonably withheld).

These terms (together with the relevant terms governing a giveaway from time to time) represent the entire agreement between the parties in relation to Membership and supersedes all prior discussions, negotiations, understandings and agreements in relation to Membership.

These terms will be governed by the Laws of the State of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that jurisdiction.

**25. DEFINITIONS**

25.1. **ACL** means the Australian Consumer Law.

25.2. **Act of Default** occurs if either party:

25.2.1. commits a material breach of these terms;

25.2.2. is unable to pay its debts as and when they fall due;

25.2.3. commits an act of bankruptcy, enters into any composition or arrangement with its creditors or does anything which would make it liable to be put into liquidation;

25.2.4. has a receiver, other form of insolvency administrator or statutory or official manager appointed over any of its assets.

25.3. **Giveaways** means entry into major draws and weekly giveaways.

25.4. **GST** means GST within the meaning of the GST Act.

25.5. **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time).

25.6. **Intellectual Property Rights** means includes all copyright, patents, trademarks, service marks, trade names, domain names, social media identifiers, designs, whether registered or unregistered.

- 25.7. **Membership** means your right to become an member of Golfboot, entitling you to create an account on the Website and access Benefits.
- 25.8. **Partners** mean third party retail suppliers that we choose to partner, whose goods and/or services form part of any Benefit or Giveaway as identified on our Website from time to time.
- 25.9. **Privacy Policy** means our Privacy Policy from time to time available at [golfboot.com.au](http://golfboot.com.au).
- 25.10. **Benefits** means Retail Deals and entry to Giveaways.
- 25.11. **Retail Deals** means benefits available to you as part of your Membership, such as products, services, shopping discounts and access to exclusive events offered by our Partners
- 25.12. **Sign-up Date** means the initial date that the Price is paid and/or an Account is created on the Website.
- 25.13. **Price** means the amount payable for the Membership either as a monthly or annual payment in the amount identified on the Website at the Sign-up Date or as otherwise updated by notification.
- 25.14. **Taxes** means taxes, levies, imposts, duties, excise, and charges, deductions or withholdings, however described, imposed by Law or government authority or agency other than Australian GST or any tax imposed on, or calculated having regard to, net income.
- 25.15. **Website** means [golfboot.com.au](http://golfboot.com.au)