

Golden Caddy Bib promotion – 2016 Australian PGA Championship

Terms and conditions

This document sets out the term and conditions of entry and participation for the PGA 'Golden Caddy Bib' promotion (**the Competition**).

The Competition is conducted by Professional Golfers Association of Australia Limited ACN 127 641 829 of 600 Thompson Rd, Sandhurst VIC 3977, telephone number (03) 8320 1911 (**the Promoter**).

These terms and conditions of entry, including information on prize details, apply to the Competition, and by submitting an entry to the Competition, an entrant agrees to and will be bound by these terms and conditions.

Eligibility

- 1 Entry into the Competition is only open to Australian residents aged over 18 years of age.
- 2 Entry into the Second Chance Prize Draw (as defined below) is only open to Australian residents aged over 18 years of age who have purchased a ticket to the 2016 Australian PGA Championship prior to 24:00 27/11/2016 (AEDT).
- 3 Employees of the Promoter or any Related Entity (as defined in the Corporations Act 2001 (Cth)) of the Promoter and immediate family members of employees of the Promoter or such Related Entities of the Promoter are ineligible to enter the Competition.

Entry

- 4 The main prize draw of the Competition (**the Main Prize Draw**) commences on 00:00 24/10/2016 (AEDT) and entries close on 24:00 13/11/2016 (AEDT) (**the Main Draw Period**).
- 5 The second chance prize draw of the Competition (**the Second Chance Prize Draw**) commences on 00:00 24/10/2016 and entries close on 24:00 27/11/2016 (AEDT) (**the Second Chance Draw Period**).
- 6 All consumers who submit an eligible and properly completed entry via www.pgachampionship.com.au (**the Competition Website**) during the Main Draw Period will be entered into the Main Prize Draw.
- 7 All consumers who purchase a ticket to the 2016 Australian PGA Championship during the Second Chance Draw Period, and who submit an eligible and properly completed entry via the Competition Website will be entered into the Second Chance Prize Draw.
- 8 Entrants to the Second Chance Prize Draw must keep their ticket or receipt of ticket as proof of purchase.
- 9 Only one entry per person to the Main Prize Draw and the Second Chance Prize Draw is permitted. The winner of the Main Prize Draw is not eligible to win the Second Chance Prize Draw.
- 10 By entering this Competition an entrant consents to receiving information and offers from the Promoter, Soniq Australia Pty Ltd and Tourism and Events Queensland. Further information about privacy and the use of an entrant's personal information is set out below.

Prizes and winning

Main Prize Draw

- 11 The winner of the Main Prize Draw will be determined by a random selection which will take place at 10:00 on 14/11/2016 at PGA National Office, 600 Thompson Rd, Sandhurst VIC 3977.
- 12 The winner will be randomly selected with the use of a computer program from the database of eligible entries. This random selection will be scrutinized by an independent person (being someone who is not an employee, or an immediate family member of an employee, of the Promoter).
- 13 One (1) entrant, being the entrant with the first eligible entry that is drawn from the Main Prize Draw (**Main Prize Winner**), will receive an ultimate VIP experience to the 2016 Australian PGA Championship comprising of:
 - (a) Return economy flights for the winner and a guest (2 flights in total) from their nearest Australian capital city to the Gold Coast.
 - (b) Three night's accommodation on the Gold Coast including breakfast in an Executive Room (subject to availability) at Jupiters Gold Coast between Friday 2 December and Sunday 4 December 2016.
 - (c) \$150 worth of food vouchers for use at Jupiters Golf Coast.
 - (d) Return ground transfers from the Gold Coast airport to Jupiters Golf Coast
 - (e) Participation in the following tourist activities on Friday 2 December 2016:
 - (i) Return scenic helicopter flight to O'Reilly's Rainforest Retreat.
 - (ii) Packed lunch for two to take on a walk to the waterfalls.
 - (iii) 90 minute relaxation massage at the Lost World Spa for two people.
 - (iv) 4WD bus tour for sunset experience at Moonlight Crag with cheese platter and champagne for two people.
 - (f) Two General Admission tickets to attend the 2016 Australian PGA Championship on Friday 2 December to watch the Golden Caddy Bib Draw.
 - (g) Two passes to the Lexus Marquee at the 2016 Australian PGA Championship for Saturday 3 December and Sunday 4 December 2016.
 - (h) Return round transfers from Jupiters Golf Coast to RACV Royal Pines for two people on Saturday 3 and Sunday 4 December 2016.
 - (i) Two Golden Caddy Bibs, one for the winner, one for their guest (which enable the entrant and their guest to participate in the Soniq Million Dollar Hole Event in accordance with these terms and conditions).

- 14 Immediately after the Main Prize Winner has been selected, the entries of an additional 5 entrants will be selected in accordance with clauses 11 and 12 (**Reserve Entrants**).
- 15 If, within 10 days of the Main Prize Winner being selected, the Main Prize Winner:
- (a) refuses to accept the prize;
 - (b) is found to be ineligible; or
 - (c) is unable to be contacted for any reason,
- a Reserve Entrant, in the order their name was drawn in accordance with clause 14, will be appointed by the Promoter to replace the Main Prize Winner.
- 16 Clause 15 will continue to apply until there is one confirmed entrant who accepts the prize, has an eligible entry and is able to be contacted.
- 17 The Reserve Entrants will not be notified of their entry being drawn and have no right to claim any prize from the Main Prize Draw unless they are appointed to replace the Main Prize Winner in accordance with clause 15, accept the prize, have an eligible entry and are able to be contacted.
- 18 The total prize value of the Main Prize Draw is up to \$6,265 depending on, amongst other things, the departure point of the winner.

Second Chance Prize Draw

- 19 The winners of Second Chance Draw will be determined by a random selection which will take place at 10:00 on 28/11/2016 at PGA National Office, 600 Thompson Rd, Sandhurst VIC 3977.
- 20 The winner will be randomly selected with the use of a computer program from the database of eligible entries. This random selection will be scrutinized by an independent person (being someone who is not an employee or an immediate family member of an employee, of the Promoter).
- 21 The entrants for the first fifty eight (58) eligible entries that are drawn from the Second Chance Prize Draw (**Second Chance Winner**) will each receive:
- (a) one general admission ticket to the 2016 Australian PGA Championship for any day that they do not already hold a purchased ticket for; and
 - (b) One Golden Caddy Bib (which enables the entrant to participate in the Soniq Million Dollar Hole Event in accordance with these terms and conditions).
- 22 Immediately after the first fifty eight eligible entries have been drawn, an additional 10 entries will be drawn in accordance with clauses 19 and 20 (**Reserve Entrants**).
- 23 If, within 10 days of the Second Chance Winners being selected, any of the Second Chance Winners:
- (a) refuse to accept the prize;

- (b) are found to be ineligible; or
- (c) are unable to be contacted for any reason,

a Reserve Entrant, in the order their name was drawn in accordance with clause 22, will be appointed by the Promoter to replace that Second Chance Winner.

- 24 Clause 23 will continue to apply until there are 58 confirmed Second Chance Winners who have accepted the price.
- 25 The Reserve Entrants will not be notified of their entry being drawn and have no right to claim any prize from the Second Chance Prize Draw unless they will be appointed by PGA to replace a Second Chance Winner in accordance with clause 23.
- 26 The total prize value of the Second Chance Prize Draw is up to \$105 depending on which tickets the Entrant had already purchased any how many General Admission tickets they are provided with.

Golden Caddy Bib and Soniq Million Dollar Hole Event

- 27 Each person that receives a Golden Caddy Bib from the Promoter (**Golden Caddy Bib Recipient**) will have the opportunity to participate in the Soniq Million Dollar Hole Event detailed below, subject to these terms and conditions:
 - (a) On the evening of Friday 2 December 2016 at RACV Royal Pines, at approximately 18:30 (local time), a random draw (**Golden Caddy Bib Draw**) will occur to allocate each Golden Caddy Bib Recipient to a professional golfer who is registered to participate in the 2016 Australian PGA Championship and is scheduled to play on Sunday 4 December 2016 at the time the Golden Caddy Bib Draw is conducted (**Professional Golfer**). The names of the Professional Golfers will be known after the cut of the field that occurs (based on Tournament scores) on Friday 2 December 2016.
 - (b) A Golden Caddy Bib Recipient must be present at the Golden Caddy Bib Draw.
 - (c) Each Golden Caddy Bib Recipient will be allocated to one Professional Golfer only. If a Professional Golfer is unable to compete on Sunday 4 December 2016 or does not play the Relevant Hole for any reason, no alternate or substitute Professional Golfer will be allocated to the Golden Caddy Bib Recipient and the Golden Caddy Bib Recipient will not be eligible to participate further in the Soniq Million Dollar Hole Event.
 - (d) Each Golden Caddy Bib is non-transferable and cannot be redeemed for cash or any other prize.
 - (e) Where draws or other events result in more than 60 Professional Golfers being scheduled to play the 2016 Australian PGA Championship on Sunday 4 December 2016, additional Golden Caddy Bibs may be allocated by the Promoter to randomly selected ticket holders in attendance at the 2016 Australian PGA Championship on Saturday 3 December 2016. Those ticket holders will be randomly selected by a promotional team on site at the sole discretion of the Promoter. If those ticket holders do not have a ticket to attend the 2016 Australian PGA Championship on Sunday 4 December 2016, they will be provided with a General Admission ticket.

The number of these randomly allocated additional Golden Caddy Bibs (if any) will not be known until after the cut on Friday 2 December. If there are any unused Golden Caddy Bibs (for example where a Second Chance Winner elects not to participate in the Soniq Million Dollar Hole Event or fails to collect their Golden Caddy Bib), such Golden Caddy Bibs may be allocated by the Promoter to randomly selected ticket holders in attendance at the 2016 Australian PGA Championship on Saturday 3 December at the sole discretion of the Promoter.

- (f) On Sunday 4 December at the Soniq Million Dollar Hole (the par 3, 16th hole at RACV Royal Pines or such other hole nominated by the Promoter (**Relevant Hole**)), a hole-in-one promotion will be in place.
 - (g) If a Professional Golfer at the 2016 Australian PGA Championship scores a hole-in-one at the Relevant Hole on Sunday 4 December 2016 which is recorded on the official tournament scorecard as a valid hole-in-one (**Valid Hole-In-One**):
 - (i) that Professional Golfer will win \$500,000 AUD (**Professional Golfer Prize**); and;
 - (ii) the Golden Caddy Bib Recipient who has been allocated the Golden Caddy Bib for that Professional Golfer by the Promoter, will (provided they comply with these terms and conditions) win a prize (**Golden Caddy Bib Prize**) that consists of \$475,000 cash and \$25,000 to spend on Soniq goods of the winner's choice.
 - (h) To be eligible to win the Golden Caddy Bib Prize, each Golden Caddy Bib Recipient must be present at the area designated by the Promoter at the Relevant Hole when requested by the Promoter on Sunday 4 December 2016 (including when the Professional Golfer they have been allocated plays the Relevant Hole).
 - (i) The Golden Caddy Bib Prize will be awarded to the winning Golden Caddy Bib Recipient by 19 December 2016.
 - (j) The Professional Golfer Prize and Golden Caddy Bib Prize is only awarded once, to the first Professional Golfer who scores a Valid Hole-In-One and the Golden Caddy Bib Recipient for that Professional Golfer (as allocated by the Promoter). If a Professional Golfer scores a Valid Hole-In-One, the Soniq Million Dollar Hole Event will immediately come to an end and no other Professional Golfer or Golden Caddy Bib Recipient will be eligible to win a prize in relation to the scoring of a Valid Hole-In-One.
 - (k) If no Valid Hole-In-One is scored, then neither the Golden Caddy Bib Prize or the Professional Golfer Prize will be awarded.
- 28 The total maximum prize value of the Soniq Million Dollar Hole Event aspect of the Competition is \$1,000,000 AUD.
- 29 The total maximum value of the entire prize pool for the Main Prize Draw is \$6265 and \$105 for the Second Chance Prize Draw.
- 30 Neither the Promoter or any company associated with this Competition accepts responsibility for any tax implications from acceptance of any prize. Independent financial

advice should be sought by entrants regarding the tax implications for the winner of accepting a prize.

General conditions

- 31 Winners will be notified by phone call/email within two (2) business days of the Main Prize Draw and Second Chance Prize Draw being conducted. The phone call/email will contain instructions on how the winner can claim their prizes.
- 32 The winner must follow the instructions contained in the phone call/email, after which the Promoter will send the winner confirmation of the relevant winner's prize (itinerary, flights and accommodation for the Main Prize Draw winner).
- 33 The Promoter reserves the right to require a winner to provide proof of identity satisfactory to the Promoter (in its sole discretion) before awarding the prize.
- 34 If required by legislation governing the conduct of the Competition, the Promoter will provide details of the winners (such as names and addresses) to any applicable government authority.
- 35 The Promoter will publish the names of each of the winners of the Main Prize Draw and the Second Chance Prize Draw in the Australian newspaper and on the Competition Website within two days of the relevant winner being announced.
- 36 The prizes for the Main Prize Draw or Second Chance Prize Draw do not include any excess baggage, meals, drinks, in-room charges, spending money, travel insurance or any other ancillary costs unless otherwise stipulated in these terms and conditions. Where a prize involves travel, the Promoter strongly recommends the entrant take out appropriate forms of travel insurance.
- 37 The prizes awarded for the Main Prize Draw and the Second Chance Prize Draw are non-transferable and cannot be redeemed for cash.
- 38 Flights and accommodation are subject to availability and may not be changed once booked. The flight itinerary, including the airline and the timing of the flights, will be determined at the Promoter's discretion and will be subject to the schedules of the relevant airlines and seat availability.
- 39 Frequent flyer points cannot be redeemed in relation to the flights included in the prizes for the Main Prize Draw or the Second Chance Prize Draw.
- 40 Each component of the prizes must be taken together. The Main Prize Draw winner and his or her guest must travel together on the same flight itinerary.
- 41 Each entrant acknowledges that he or she may also be subject to the terms and condition of the relevant airlines and accommodation providers, as well as the terms of entry to the RACV Royal Pines Resort.
- 42 If the winner of the Main Prize Draw or a winner of the Second Chance Prize Draw does not accept or take any part of the prize, that part of the prize will be forfeited by the winner. The Promoter will determine when a prize or part of a prize has been forfeited by a winner.

- 43 If, for any reason, a prize or a part of the prize is or becomes unavailable, the Promoter may, at its discretion (and, if applicable, subject to the approval of any relevant government authority), substitute an alternative prize of a value that is no less than the estimated retail value of the prize. Each entrant acknowledges that the Promoter will not be responsible or liable for any loss suffered by the winner in the event that a prize or part of a prize is unavailable.
- 44 Each prize winner must comply and ensure their guest (if applicable) complies with all directions or instructions of the Promoter.
- 45 Some components of the prizes (including participation in events and activities) may be subject to scheduling, availability or weather/playing conditions and no alternate prize will be offered if these components of the prize cannot be provided for any reason.
- 46 The winners will have their details published on the PGA of Australia website www.pga.org.au for the:
- (a) Main Prize Draw on 16/11/2016;
 - (b) Second Chance Prize Draw on 30/11/2016;
 - (c) Golden Caddy Bib recipients on 3/12/2016; and
 - (d) Golden Caddy Bib / Hole-in-one winner (if a Valid Hole-In-One is made) on 4/12/2016.
- 47 Entry details remain the property of the Promoter.

General

- 48 Decisions of the Promoter regarding the Competition are final and each entrant agrees to be bound by any such decisions.
- 49 The Promoter reserves the right to refuse any entries that do not comply with the criteria set out in these terms and conditions. If a winning entry is deemed by the Promoter to be invalid, that entry will be discarded and the prize will be re-awarded in accordance with these terms and conditions as if the invalid entry had not been received.
- 50 Incorrect contact details of an entrant will deem their entry invalid, and the entrant must only enter in their own name.
- 51 If more than one entry is received from a particular entrant for a Draw, all additional entries submitted by that entrant will be invalid for that Draw.
- 52 Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the consumer guarantee provisions of the Australian Consumer Law.
- 53 Subject to paragraph 52 and to the extent permitted by law, the Promoter excludes all liability to the winner for any costs, expenses, losses and damages suffered or incurred by the winner, including any liability for personal injury or death, liability due to negligence of the Promoter or its personnel, whether direct, indirect, special or consequential, arising in connection with the Competition, the prizes or any component of the prizes.

- 54 To the extent permitted by law, the Promoter also excludes all liability for any costs, expenses, losses and damages suffered or incurred by any winner or any entrant, including any liability for personal injury or death, liability due to negligence of the Promoter or its personnel, loss of business opportunity whether direct, indirect, special or consequential, arising in connection with:
- (a) the participation in the Competition by any entrant or the winner;
 - (b) the use of the prize by any winner;
 - (c) any tax liability incurred by a winner or entrant; or
 - (d) any variation in the prize value stated in these terms.
- 55 If, for any reason, there is any interference or disruption in the conduct or operation of the Competition or the 2016 Australian PGA Championship (including due to power or technical failure, natural disasters, acts of God, computer viruses), the Promoter reserves the right to suspend, cancel, terminate, modify or recommence the Competition subject to the approval of any applicable government authorities.
- 56 Each entrant consents to the Promoter using, without any fee or other remuneration, the name, likeness and image of the entrant and the Promoter taking, recording and using images, audio or audio visual content (including video) of the entrant for the purpose of promoting the Competition, the Promoter, the commercial partners of the Promoter or the products and services of the Promoter or its commercial partners in any way the Promoter considers appropriate. Each entrant agrees to sign any image release or other document required by the Promoter to give effect to this clause 56.
- 57 Valid and properly completed entries will only be accepted by the Promoter once received by the Promoter. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise.

Privacy

- 58 The Promoter will collect the personal information provided by an entrant for the purpose of conducting the Competition, including providing any prize to an entrant and to contact the entrant for promotional and marketing purposes, as described below. The Promoter may disclose personal information regarding a prize winner to airlines, hotels, event organisers or other service providers relevant to the awarding of the prize.
- 59 If entrant does not provide the requested personal information, the Promoter will not be able to accept an entry as being a valid entry in the Competition or allow an entrant to participate in the Competition.
- 60 By entering the Competition an entrant consents to the Promoter using their personal information for promotional and marketing purposes regarding the Promoter's products, services and events, including the Promoter contacting the entrant via SMS, email or other communication methods (and the entrant consent to receiving such messages from the Promoter). An Entrant can opt out of these messages at any time by following the opt out instructions in the message or by contacting the Promoter and requesting to opt out.

- 61 The Promoter may also disclose an entrant's personal information to the prize suppliers and commercial partners of the Promoter relevant to the competition including SONIQ Australia Pty Ltd and Tourism and Events Queensland. By entering the Competition an entrant consents to the Promoter disclosing its personal information to such prize suppliers/commercial partners and the prize suppliers/commercial partners contacting the entrant (including for promotional and marketing purposes and/or to provide information about their products, services or events).
- 62 The Promoter's Privacy Policy (available at <http://www.pga.org.au/privacy> or on request from the Promoter) states how an entrant can seek to access or correction of their personal information held by the Promoter and how an entrant can make a privacy complaint to the Promoter. An entrant can contact the Promoter's Privacy Compliance Officer at privacy@pga.org.au or on +613 8320 1911.

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