TERMS AND CONDITIONS

BMW Australian PGA Championship – Memorabilia Competition

Full Terms and Conditions of Entry:

- 1. This document contains the terms and conditions of entry and the prizes forming BMW Australian PGA Championship Memorabilia Competition Promotion. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- 2. The promoter is the PGA OF AUSTRALIA, Sandringham Golf Links, Cheltenham VIC 3192 ("**Promoter**").
- 3. Promotion commences at 9.00am 01/10/2024 and ends at 11:59pm on 31/10/2024 ("**Promotional Period**"). All times indicated in these Terms and Conditions are in AEST. All times indicated in these Terms and Conditions are in AEST. Neither the Promoter or the Sponsor take any responsibility for late, lost or misdirected entries due to trade disruptions, human error, or for any other reason. Incomplete, illegible or incomprehensible entries will be deemed invalid.
- 4. By entering this Competition an entrant consents to receiving information and offers from the Promoters. Further information about privacy and the use of an entrant's personal information is set out below.
- 5. By purchasing a general admission or hospitality ticket via official partner Ticketek, you will go into the draw to win a limited edition #AusPGA memorabilia signed by reigning champion Min Woo Lee valued at \$999.99.
- 6. There will be one (1) winner drawn at the end of the Promotion Period.
- 7. To enter eligible individuals must, visit the official ticket merchant website (https://premier.ticketek.com.au/shows/show.aspx?sh=PGAGOLF24) and purchase a general admission or hospitality ticket within the Promotional Period and automatically go into the draw to win an Australian PGA Championship framed pin flag signed by Min Woo Lee!
- 8. You must be 18 years of age or older to enter this competition.
- 9. By entering this Promotion, you agree to hold harmless the Promoter and the Sponsor in respect of the general running and management of the Promotion and any aspect of the Prize and the Promoter or the Sponsor will not be liable for any claim, loss or damage in this respect.
- 10. There is a limit of one (1) Entry per person during the Promotion Period. If it is discovered by the Promoter that any person has used or attempted to use multiple names, identities, email addresses or any automated, macro, script, robotic or other system(s) or program(s)

to enter the Promotion more than once or to otherwise participate in or disrupt this Competition or to tamper with the software, they may be disqualified from the Promotion.

- 11. The Prize consists of: A 2023 Australian PGA Championship framed pin flag signed by Min Woo Lee.
- 12. The winners will be announced via PGA of Australia social media channels within one week of the competition period ending. The winners will also receive an email to claim their prize and confirm their details for an address where the Promoter can mail the prize within 14 days.
- 13. The Promoter will hold the Prize for two days after the applicable draw. Should the Prize winner not claim the Prize within that time, with reasonable efforts having been made by the Promoter to contact the Prize winner, the Promoter will conduct an 'unclaimed Prize selection' at 10am AEST on 03/11/2024 at the same location as the original selection. The unclaimed Prize winner will be contacted by email by the Sponsor within one (1) business day of the selection period.
- 14. The Prize must be taken as offered, is not exchangeable or transferrable and cannot be redeemed for cash. In the event that the Prize, or any part of it, is unavailable, the Promoter reserves the right to substitute a prize of equal or greater value. Prize values are the recommended retail value at the time of publication of these Terms. No responsibility is accepted for any variation in the value of the Prize. Any incidental costs relating to the Prize are the responsibility of the winning entrant.
- 15. The Competition is a game of chance. The winner will be drawn at random using a random generator. The draw will take place at the conclusion of the Promotional Period by a PGA Australia representative. The Promoter and Sponsor's decision in relation to any aspect of the Competition is final and binding on every entrant. No correspondence will be entered into.
- 16. The winner acknowledges and consents to their name, Entry, and likeness being used for advertising or marketing purposes by the Sponsor and/or Promoter, without remuneration.
- 17. The Promoter reserves the right to verify the validity of entries and entrants (including proof of identity, age and residency). The Promoter may, in its sole discretion, disqualify any Entry which in the opinion of the Promoter includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an Entry that is not in accordance with these Terms or who has, in the Promoter's opinion, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Sponsor or the Promoter.
- 18. The Prize will be delivered to the Prize winner by courier within 5 working days of the conclusion of the Promotion Period to an address nominated by the winner. Any loss or damage of the Prize in the delivery or collection of the Prize is not the responsibility of the Sponsor or the Promoter. In the event of loss or damage of the Prize in these circumstances, the Promoter may, in its absolute discretion, replace the Prize, or that part of the Prize which is damaged.

- 19. To the extent permitted by law, neither the Promoter or the Sponsor, nor their employees and agents, are liable for any loss suffered to person or property in connection with the Promotion. This clause does not affect any rights a consumer may have which are unable to be excluded under the *Competition and Consumer Act 2010* (Cth). To the fullest extent permitted by law, any liability of the Promoter or the Sponsor or their employees or agents for breach of any such rights is limited to the payment of the costs of having the Prize supplied again.
- 20. The personal information collected as part of the entry is collected to enable identification and verification of the winner, to deliver the Prize, and for marketing and promotional purposes (**Purposes**). Your personal information will be disclosed to the Promoter, Sponsor, their related bodies corporate and agents for the Purposes. No other use of this information will be made without your consent. Information in relation to how the Promoter collects, store and uses your personal information can be found at <u>www.pga.org.au/privacy</u> If you would like details of the personal information held by the Promoter about you, or if you would like such information corrected, you can write to the Promoter at the address stated above or at <u>info@pga.org.au</u>
- 21. If for any reason beyond the reasonable control of the Promotor, any aspect of the Promotion is not capable of running as planned, including but not limited to trade interruption, the Promoter and/or the Sponsor may in its sole discretion cancel, terminate, modify or suspend the Promotion.

Prize Branding Notice:

22. The prize for this competition is a framed pin flag from the 2023 Australian PGA Championship, signed by Min Woo Lee. Please note that the pin flag features the branding of the 2023 naming rights partner, Fortinet. This prize does not reflect the branding of the 2024 Australian PGA Championship naming rights partner, BMW. The branding on the prize is specific to the event held in 2023 and does not imply any association with the 2024 sponsor.