



# Spin Golf Terms and Conditions

Spin Golf Pty Ltd A.C.N. 601 968 610 (“the *Company*”)

## Important Information

*Spin Golf* is an independent entity and has no legal connection with *Golf Australia* or *Golf Link Partners*. *Spin Golf Competitions* are conducted and operated solely by *Spin Golf Pty Ltd*.

To enter a *Spin Golf Competition* you must be over 18 years of age, have an official *Golf Australia Handicap*, be a member of a *GOLF Link Affiliated Club* and have a valid *GOLF Link Number*.

When you enter a *Spin Golf Competition* you become a *Spin Golf Competitor* and your entry is accepted by *the Company* as your legally binding agreement to observe and comply with these *Terms and Conditions*. This agreement is your *Contract with the Company*.

Words appearing in *italics* are defined below.

## 1. Definitions

1.1 In these *Terms and Conditions* and all *Contract Documentation*, unless the contrary expressly appears:

- **ACL** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- **Accessories** mean any golf or non-golf related accessory that is provided for on the *Spin Golf Website*.
- **Amateur Competitor** means a person who is over 18 years of age, meets the criteria to be an “amateur golfer” as defined in the *Rules of Golf* and who holds a *GA Handicap* that is recorded under his or her name and *GOLF Link Number* by *GOLF Link*.
- **Australia Post** means the Australian Postal Corporation (ABN 28 864 970 579).
- **Auto Renew** is the option provided to *Spin Golf Competitor’s* to have their selected *Entry Option* automatically renewed through securely stored credit card details. We provide this feature through utilizing Braintree’s “Vault” service, which securely stores and encrypts credit card information. Spin Golf will never store any credit card information.
- **Committee** means a “Committee” as defined in the *Rules of Golf*.



- **Competition** means a golf stroke play competition in which each competitor plays as an individual and which is:
  - played over 18 holes;
  - held in Australia;
  - operated with a minimum number of 5 players per playing field;
  - conducted by a *Committee* of a *GOLF Link Affiliated Club*;
  - played in accordance with the *Rules of Golf*;

and the results of which are recorded on *GOLF link* and count towards the computation of *GA Handicaps*. “Stroke play”, as defined below has the meaning described in the *Rules of Golf* (see Rule 3) and includes competitions played in bogey, stableford and par formats (see Rule 32).

- **Competition Period** is the time in which a *Spin Golf Competition* is run. Each *Competition Period* will run from Monday 7:00 am EST to Sunday 8:00 pm EST. This is the period in which *Spin Golf Competitors* can register valid *Scores* for entry into a *Spin Golf Competition*.
- **Competitor** means a person who is over 18 years of age and is an “*amateur golfer*” as defined in the *Rules of Golf* and who holds a *GA Handicap*, which is recorded under his or her name and *GOLF Link Number* by *GOLF Link*.
- **Competitor’s Account** means the account kept by *the Company* on the *Spin Golf Website* which records the *Spin Golf Competitor’s Golf Link Number*, login information, entry options, purchasing details, history of results and value of *Prizes* won and redeemed. The information held in relation to this account may vary from time to time.
- **Consideration** means the entry fee paid by each *Spin Golf Competitor* for each *Spin Golf Competition* he / she enters and the agreement by the *Company* to provide prizes to *Spin Golf Competitors* who win against other *Competitor’s* in the same *Prize Pool*.
- **Contract Documentation** means all written materials which comprise the *Contract* including and without limitation *the Terms and Conditions*, the *Spin Golf Rules*, other material published by the *Company* on the *Spin Golf Website* (including the *Company’s* Privacy, Shipping and Refund policies) and the details of each *Amateur Competitor* when he or she enters a *Spin Golf Competition* through the *Spin Golf Website* and thereby becomes an *Spin Golf Competitor*.
- **Contract** means the contract made between each *Spin Golf Competitor* and the *Company* on the *Terms and Conditions* set out in the *Contract Documentation*.

- **Course Par** means the “Course Par” as displayed on the *Spin Golf Competitor’s Golf Link* account for the relevant course being played at.
- **Customer** means a person who is a *Spin Golf Competitor* or any person who registers with *Spin Golf* or purchases any item on the *Spin Golf Website*.
- **Credits** are the credits that have been credited to a *Competitor’s Account* for winning in a *Spin Golf Competition*. *Credits* can be used to purchase gift vouchers, golf equipment, golf accessories, entries into *Spin Golf Competitions* or any other prize made available on the *Spin Golf Website*.
- **Daily Handicap** means the “Daily Handicap” score for each *Spin Golf Competitor* as recorded on their *Golf Link* account
- **Daily Scratch Rating** means the “Daily Scratch Rating” as displayed on the *Spin Golf Competitor’s Golf Link* account for the relevant course being played at.
- **Entry Options** are the entry options provided to each *Spin Golf Competitor* for entry into a *Spin Golf Competition* and pertain to the maximum winnings available to that *Spin Golf Competitor*. The Entry Options are:

#### **Silver Entries**

- \$10 Casual Pass (Valid for 1 Spin Golf Competition).
- \$45 5-Week Pass (Valid for 5 Spin Golf Competitions).
- \$450 Yearly Pass (Valid for 52 Spin Golf Entries).

#### **Gold Entries**

- \$15 Casual Pass (Valid for 1 Spin Golf Competition).
- \$65 5-Week Pass (Valid for 5 Spin Golf Competitions).
- \$650 Yearly Pass (Valid for 52 Spin Golf Entries).

All entry options have an expiry of 12 months from the time of purchase.

- **GA Handicap** means the Golf Australia amateur golf handicaps, which are computed in accordance with the GA Handicapping System and recorded on *GOLF Link*.
- **Gift Voucher** means a voucher that entitles the holder to purchase goods or services from any retailer, golf course or service provider as provided on the *Spin Golf Website*, up to the amount specified on the

voucher. Golf Vouchers can only be purchased using *Credits* on the *Spin Golf Website* and are bound by any restrictions or conditions of that retailer, golf course or service provider.

- **GA** means Golf Australia Limited (A.C.N. 118 151 894).
- **GLP** means Golf Link Partners Pty Limited (ABN 95 081 497 154).
- **Golf Equipment** means any golf equipment that is provided for on the *Spin Golf Website*.
- **GOLF Link Affiliated Club** means a golf club, which participates in *GOLF Link* and updates members' handicaps through the *GOLF Link* system.
- **GOLF Link** means the Australian national computerised handicap service operated and provided by *GA* and *GLP* via a public website called *GOLF Link* ([www.golflink.com.au](http://www.golflink.com.au)) which records and publishes *GA Handicaps*.
- **GOLF Link Number** means the unique number allocated to each member of a *GOLF Link Affiliated Club*.
- **Grade** is the handicap grading system used by *Spin Golf* to ensure *Spin Golf Competitors* are playing against like *Competitor's* in their *Pool*. Each *Spin Golf Competitor* will be graded based on their *GA Handicap* immediately prior to playing in an eligible *Competition*. The handicap grading system is as follows:  
  
A Grade – *GA Handicap* less than or equal to 12.  
  
B Grade – *GA Handicap* between 13 and 19.  
  
C Grade – *GA Handicap* greater than or equal to 20.  
  
Grading only applies to men's competitions. All women entering will be graded against any other women *Competitors*.
- **Handicapping Round** means a round of golf, which is recorded on the *Spin Golf Competitor's Golf Link Account* and is used for handicapping purposes. Examples of non-valid *Handicapping Rounds* include:
  - "No Score" rounds;
  - Disqualified rounds;
  - Illegitimate rounds; or
  - Any other round which has been deemed by *GA*, a *Golf Link Affiliated Club*, *GLP* or any other golf governing body as not valid for handicapping purposes.

- **Handicapping Score** means the “Handicapping Score” for each *Spin Golf Competitor* as recorded on their *Golf Link* account.
- **Neutral Slope Rating** means the “Neutral Slope Rating” as displayed on the *Spin Golf Competitor’s Golf Link* account.
- **Played To** means the “Played to” score for each *Spin Golf Competitor* as recorded on their *Golf Link* account from a valid *Handicapping Round*. The “Played To” score on each *Spin Golf Competitor’s Golf Link* account has been rounded to 1 decimal place, however for the purposes of being more accurate and avoiding ties, *Spin Golf* will round to 3 decimal places.

The *Played To* score is calculated in the following way:

A = Course Par plus Daily Handicap minus (Handicapping Score minus 36)

B = A minus Daily Scratch Rating

C = B multiplied by Neutral Slope Rating (i.e. 113)

D = C divided by Slope Rating

D (rounded to three decimal places) = *Played To*

Exception: Where D is calculated to be more than 40.0 for men or 50.0 for women, the ‘Played To’ value will be deemed to be 40.0 for men or 50.0 for women.

- **Points** means the number of points (whether positive or negative) given to a *Spin Golf Competitor* based on a *Competition* which is eligible for entry into a *Spin Golf Competition*. *Points* are calculated and determined through the following process:
  - The *Spin Golf Competitor’s Daily Handicap* minus their *Played To* score, multiplied by 1000.
  - For example a *Spin Golf Competitor* has a *Daily Handicap* of 15 and a *Played To* score of 12.763, their *Points* would be calculated as follows:  $15 - 12.763 = 2.237 \times 1000 = \mathbf{2,237 \text{ Points}}$
- **Prize Pool** means the sum of all entry fees from each *Spin Golf Competitor* within that *Pool* less a management fee. The prize pool will be distributed in the form of *Credits* to the *Spin Golf Competitor’s* with the highest number of *Points*. Depending on the size of the *Pool*, *Credits* will be awarded to the top 10 *Spin Golf Competitor’s* based on their number of *Points*.
- **Pool** is the weekly competition pool that *Spin Golf* allocates each

*Spin Golf Competitor* into for a *Spin Golf Competition*. The maximum number of *Spin Golf Competitor's* in a single *Pool* is 300 and each pool is valid for the *Competition Period*. Each *Spin Golf Competitor* will be ranked against other *Spin Golf Competitor's* within their *Pool* using their *Points*. The *Pool* will only have other *Spin Golf Competitor's* from the same *Grade* and gender. Women will not be subject to handicap grading (*Grade*) but will play against other women.

- **Rules of Golf** means the Rules of Golf and the Rules of Amateur Status as approved and published by R&A Rules Limited in the edition current at the time of each *Spin Golf Competition*.
- **Score** means the *Played To* score that the *Spin Golf Competitor* has gained whilst playing a *Competition* during a *Competition Period*. The *Score* will be used in conjunction with the *Spin Golf Competitor's Daily Handicap* to calculate the number of *Points* they have earned for that particular *Competition*.
- **Slope Rating** means the "Slope Rating" as displayed on the *Spin Golf Competitor's Golf Link* account for the relevant course being played at.
- **Spin Golf Competitions** are the weekly competitions provided by the *Company* in which *Spin Golf Competitor's* enter into and compete. These competitions are run weekly and are open to all valid *Competitors*. Multiple *Spin Golf Competition's* may be run in one week but each *Spin Golf Competitor* is allowed to enter into only one *Spin Golf Competition* per week.
- **Spin Golf Competitor** means a person who has attained a valid *GOLF Link Number*, is over 18 years of age and has successfully paid for an *Entry Option* into a *Spin Golf Competition*.
- **Spin Golf** is the *Company* operating the *Spin Golf Competitions* and provides the means for *Spin Golf Competitor's* to play in the weekly *Spin Golf Competitions*. It is also used to describe *Spin Golf's Website* and business.
- **Spin Golf Rules** are the rules and conditions, which apply to all *Spin Golf Competitions*. The *Spin Golf Rules* can be viewed at any time on the *Spin Golf Website*.
- **Spin Golf Services** means the services provided by the *Company* via the *Spin Golf Website*.
- **Spin Golf Website** means the *Company's* public website accessible through the domain <http://www.spingolf.com.au>.
- **Stroke Play** is as described in the *Rules of Golf* (see Rule 3) and includes competitions played in bogey, stableford and par formats

(see Rule 32).

- **Standard Postage** means the standard parcel service offered by Australia Post and excludes Australia Post's express post and courier post services. Where Australia Post services are unavailable for any reason *Spin Golf* will use a similar provider for standard postage.
- **Terms and Conditions** means the terms and conditions set out and contained in this document.
- **Transit** starts when a purchased item leaves *Spin Golf* and finishes upon delivery of that item to the *Customer's* specified address.

1.2 Unless the context otherwise requires:

- (a) clause and sub clause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes a corporation and any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a person includes its successors and permitted assigns;
- (g) any reference to two or more persons includes each of them jointly and severally;
- (h) references to time are to Eastern Standard Time (Sydney);
- (i) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (j) a reference to a body, other than a party to this agreement (including an institute, association or authority), whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

## 2. Contract

2.1 Each *Spin Golf Competitor* enters into the *Contract with the Company* from the date and time that the *Spin Golf Competitor* agrees to the *Spin Golf Terms and Conditions* by acknowledging that they have read the *Contract Documentation* and signing up as a *Spin Golf Competitor*.

2.2 Each *Spin Golf Competitor* warrants to the *Company* that he / she is over 18 years of age and is qualified and entitled to play in *Competitions*.

2.3 The *Consideration* is the consideration for which the *Contract* is made.

2.4 In the event of any conflict between the *Terms and Conditions* and any provision of other *Contract Documentation*, the *Terms and Conditions* prevail.

2.5 The *Company* may add to, amend, replace or vary the *Terms and Conditions*, and any other *Contract Documentation* from time to time. Any such changes will be notified to *Spin Golf Competitor's* and take place from the time that the *Company* specifies in its notification. Ongoing, subsequent or continued use by any *Spin Golf Competitor* of any *Spin Golf Service* after the date of any such changes is deemed acceptance of the changes.

2.6 *Spin Golf Competitor's* acknowledge, agree and accept that their *Spin Golf* entry fees are not refundable and that under no circumstances will any entry fees paid by them be recoverable from the *Company*. Notwithstanding this, *Spin Golf Competitor's* must inform the *Company* as soon as they become aware of any errors in calculations with respect to any transaction and under such circumstances the *Company* may refund or give credit for entry fees if it considers there has been a transaction error or such an action is justified for other reasons.

2.7 *Spin Golf Competitor's* undertake to use the *Spin Golf Website and Spin Golf Services* for legitimate purposes only and not to engage in any activity which has the purpose or effect of causing damage to, or in any way hindering, *the Company's* business operations or creating any liability of *the Company*, including without limitation any tax, levy or duty.

### **3. Integrity**

3.1 *The Company* relies on the integrity of all *Spin Golf Competitor's* to play and return their scorecards in accordance with the *Rules of Golf*.

3.2 *The Company* and *Spin Golf Competitor's* also rely on *Spin Golf Competitor's* results as recorded on *GOLF Link*. If a score recorded on a scorecard is deemed to be unacceptable by *GOLF Link* for any reason, the *Company* reserves the right to not use that score for *Spin Golf Competitions*.

3.3 Each *Spin Golf Competitor* is contractually obliged and must ensure he or she plays, scores and returns their scorecards in accordance with *the Rules*



of Golf and does not manipulate any *Competition* or *Spin Golf Competition* in a manner to adversely affect the integrity of that *Competition*, the *Spin Golf Competition* or the *Spin Golf Competitor's* results and handicap history as recorded and published on *GOLF Link*.

3.4 *Spin Golf Competitors* who act as a marker of another *Competitor's* scorecard must do so in accordance with the *Rules of Golf* and undertake to not manipulate any *Competition* or *Spin Golf Competition* in a manner to adversely affect the integrity of that *Competition*, the *Spin Golf Competition* or the *Spin Golf Competitor's* results and handicap history as recorded and published on *GOLF Link*.

3.5 The *Company* may at its sole discretion withhold prizes and investigate the actions and conduct of any *Spin Golf Competitor* or *Competitor* if it deems that a *Spin Golf Competitor* or *Competitor* who has been marking for a *Spin Golf Competitor* has not acted in good faith, contravened the *Rules of Golf* or has put the integrity of a *Spin Golf Competition* or any *Competition* into question.

#### **4. Length of Contract**

4.1 The *Contract* continues until terminated by *the Company*.

4.2 *The Company* may terminate its *Contract* with any *Spin Golf Competitor* if at any time *the Company* considers the *Contract* is being, likely to be or has been breached.

4.3 Subject to clause 2.6, the *Spin Golf Competitor* may terminate the *Contract* at any time by notice in writing to the *Company*.

#### **5. Governing Law and Jurisdiction**

5.1 The *Contract* is governed by the laws of Victoria, Australia.

5.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts exercising jurisdiction in Victoria.

#### **6. Use of the Spin Golf Website**

6.1 The *Company* grants those wishing to become *Spin Golf Competitor's* limited license to use the *Spin Golf Website* to enter into a *Spin Golf Competition* and use the *Spin Golf Services*.

6.2 The *Company* grants *Spin Golf Competitor's* limited license to use the *Spin Golf Website* to access their *Spin Golf Competitor Account*, to any publicly available webpage and to redeem their prizes.

6.3 *Spin Golf Competitor's* acknowledge, agree and accept that:

6.3.1 their use of the *Spin Golf Website* confers no rights on them

whatsoever to the content or related intellectual property rights subsisting in the *Spin Golf Website*;

6.3.2 they must not and must not attempt to:

- (a) monitor, use or copy any of the pages of the *Spin Golf Website* or any content of the *Spin Golf Website*;
- (b) hack, make unauthorised alterations or introduce any kind of malicious code to the *Spin Golf Website* by any means;
- (c) reverse engineer or decompile (whether in whole or in part) any software available through the *Spin Golf Website*;
- (d) make copies, modify, reproduce, transmit, alter or distribute all or any part of the *Spin Golf Website* or any material or information contained on it or in any data feeds; or
- (e) disguise or interfere in any way with the IP address of the computer used to access the *Spin Golf Website* or otherwise take steps to prevent *the Company* from correctly identifying the actual IP address of the computer used or being used whilst accessing the *Spin Golf Website*,

6.3.3 to use the *Spin Golf Website* correctly, they must ensure their browser is set to accept "cookies".

## **7. Assignment of Rights**

7.1 *Spin Golf Competitor's* may not assign their rights under the *Contract*, including to their prizes in the *Spin Golf Competitor's Account*, without the prior written consent of the *Company*.

7.2 The *Company* may assign any or all of its rights or obligations under the *Contract* to any third party at any time without notice to *Spin Golf Competitor's*.

## **8. Continuation**

8.1 Any provision of the *Contract* that by its nature is intended to survive termination of *the Contract* will survive such termination.

## **9. Invalidity, Unenforceability and Severance**

9.1 Any provision of the *Contract* is invalid or unenforceable:

- (a) it is to be read down or severed to the extent of the invalidity or unenforceability;

and

(b) that fact does not affect the validity or enforceability of the remaining provisions, which will continue in force.

## **10. Entire Agreement and Further Assurances**

10.1 The *Contract Documentation* embodies the entire understanding and constitutes the entire and only agreements between each *Spin Golf Competitor* and the *Company* with regard to its content.

10.2 Each *Spin Golf Competitor* confirms that he / she has not been induced to enter into the *Contract* in reliance upon any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in the *Contract Documentation* and to the extent that he / she has been he / she unconditionally and irrevocably waives to the full extent permitted by law any claims, rights or remedies which he / she might otherwise have had in relation thereto.

10.3 Each party must promptly do everything necessary, including executing and delivering all further documents required by law or reasonably requested by the other party to implement the *Contract*.

## **11. No Waiver**

11.1 No failure or delay by the *Company* to exercise any of its rights under the *Contract* shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right. Further, any such failure will not give rise to any claim or right of action by any *Spin Golf Competitor* or any other person.

## **12. Notices**

12.1 *Spin Golf Competitor's* may give notices to *the Company* electronically via the "Contact us" section of the *Spin Golf Website*, by prepaid post addressed to *the Company's* registered office or by email to an address specified by an officer of the *Company*.

12.2 The *Company* may give notices to all *Spin Golf Competitor's* electronically via the *Spin Golf Website* if they are generic notices or by prepaid post addressed to the *Spin Golf Competitor* or by email to the *Spin Golf Competitor's* most recent email address as notified to the *Company* (usually via the *Spin Golf Competitor's Account* section on the *Spin Golf Website*).

12.3 All notices must be:

(a) in legible writing and in English;

(b) correctly addressed; and

(c) signed by the party giving the notice or making the communication.

12.4 Notices sent by prepaid post must be sent by airmail if to or from a place outside Australia.

12.5 Without limiting any other means by which a party may be able to prove that a notice has been received by the other party a notice will be considered to have been received:

(a) if sent by hand, at 9.00 am (recipient's local time) on the next business day at the address of the recipient;

(b) if sent by prepaid post, three business days (if posted within Australia to an address in Australia) or ten business days (if posted from one country to another) after the date of posting;

(c) if sent via the *Spin Golf Website*, when posted on that website; and

(d) if sent by email, on receipt by the sender of an acknowledgement or message receipt from the recipient.

### **13. Minimum Age**

13.1 The minimum age for any *Spin Golf Competitor* is 18 years as at the time of entry.

13.2 The *Company* does not accept responsibility for under-age entrants and may cancel any *Spin Golf Competitor's Prize Account* it believes belongs to a person who is under-age.

13.3 The *Company* may also refuse to issue prizes to any person who has been accepted as a *Spin Golf Competitor* if it believes that person is under-age.

### **14. Spin Golf Competitor's Responsibilities**

14.1 *Spin Golf Competitors* are responsible for all entries or purchases they make on the *Spin Golf Website*.

14.2 Any transaction made via the *Spin Golf Website* which first requires a *Spin Golf Competitor's* login with their discrete password will be regarded by the *Company* as being valid and may not be changed, cancelled, modified or paused after 7.00 am AEST the day after it has been made.

14.3 *Spin Golf Competitors* are responsible for understanding the contents of the *Spin Golf Website* and the operation of the services offered on it.

14.4 The *Company* reserves the right to change the format, purpose and function of the *Spin Golf Website* or *Spin Golf Services* at any time.

## 15. Personal Information and Privacy

15.1 The *Company* will collect, store and disclose *Spin Golf Competitor's* personal information in accordance with the requirements of the Privacy Act 1988 (Cth) as detailed in the Privacy Policy which is published on the *Spin Golf Website* and comprises part of the *Contract Documentation*.

15.2 *Spin Golf Competitor's* warrant and represent to *the Company* that any personal information supplied by them to the *Company* is true, correct and complete and will remain so.

15.3 *Spin Golf Competitor's* must upon request by the *Company* establish the truth, correctness and completeness of their personal information to the satisfaction of the *Company*.

15.4 The *Company* will take reasonable steps to:

- (a) make sure that the personal information it collects, uses or discloses is accurate, complete and up to date;
- (b) protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure; and
- (c) destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under the Privacy Act 1988 (Cth).

15.5 *Spin Golf Competitor's* acknowledge and agree that all personal information held by the *Company* may be used or disclosed by the *Company* as set out below and as permitted by the Privacy Act 1988 (Cth). Without limitation, *Spin Golf Competitor's* personal information may be collected, stored, used or disclosed:

- (a) to enable the *Company* to perform its obligations to them under *the Contract*;
- (b) to enable the *Company* to ensure that *Spin Golf Competitor's* perform their obligations under *the Contract*;
- (c) to a credit reporting agency;
- (d) to maintain a credit information file about them;
- (e) to carry out *the Company's* own credit assessment on them;
- (f) for planning, research, promotion and marketing of the *Company* products and services;

(g) to organisations associated with the provision of the *Company's* services, such as associated data centres, including for marketing and analysis purposes;

(h) to a potential purchaser of, or investor in, any business conducted by the *Company*;

(i) where the *Company* is required to do so by law or where the disclosure is reasonably necessary to enforce the law;

(j) to assist any other government agencies with enquiries made under state or federal legislation;

(k) to comply with the *Company's* disclosure obligations to sporting bodies in accordance with any contractual obligations the *Company* has or may have to sporting bodies;

(l) to comply with all obligations that the *Company* has under Australian and International laws and regulations; or

(m) to protect the *Company's* rights or property or those of any other website, user of the *Spin Golf Website* or any member of the public.

15.6 *Spin Golf Competitor's* may request access to any of their personal information that the *Company* holds by written notice to the *Company*.

15.7 If a *Spin Golf Competitor* does not, or refuses to, provide the *Company* with any information (including personal information) that the *Company* may reasonably require, the *Company* may at its discretion, suspend or close any account held with the *Company* by that *Spin Golf Competitor*.

15.8 Each *Spin Golf Competitor* acknowledges agrees and accepts that he / she may hold only one *Spin Golf Competitor's Prize Account* [at any time].

## **16. Operation of Spin Golf Services**

16.1 The *Company* may determine when *Spin Golf Competitions* are open and / or closed for entering as defined in the *Contract Documentation* at any time.

16.3 If the *Company* may, in respect of any *Spin Golf Competition*, suspend, void or cancel certain entries at its sole discretion.

## **17. Cancellation, Termination, Suspension and Breach**

17.1 The *Company* may restrict *Spin Golf Competitor's* access to *Spin Golf Services*, suspend or terminate any account they hold with the *Company*, withdraw their entries or void or cancel any of their outstanding entries or terminate the *Contract* if:

- (a) there is a technological failure impacting the *Spin Golf Services*;
- (b) the *Company* suspects that the *Spin Golf Competitor* is engaging in illegal or fraudulent activity;
- (c) the *Company* suspects that the *Spin Golf Competitor* has (or may have) breached any part or provision of the *Contract Documentation*;  
or
- (d) the *Company* suspects the *Spin Golf Competitor* is acting in a manner that is detrimental to the conduct of its business or which may result in legal liability for the *Spin Golf Competitor*, the *Company*, or any third party.

17.2 In relation to any cancelled or void entries, the *Company* reserves the right to demand payment for and recover from the *Spin Golf Competitor* the relevant outstanding amount relating to these entries.

## **18. Entries and Acceptance**

18.1 Entries for *Spin Golf Competitions* must be made in advance via the *Spin Golf Website* before 7:00 am EST on the day of playing in an eligible *Competition* for a *Spin Golf Competition*. By entering into a *Spin Golf Competition* the *Spin Golf Competitor* is entering into a legally binding contract with the *Company* in accordance with these *Terms and Conditions*.

18.2 Entries are only valid if the *Spin Golf Competitor* is not contravening any terms as outlined in these *Terms and Conditions*.

18.3 Once an entry into a *Spin Golf Competition* has been made and accepted, this entry may not be altered or cancelled except in accordance with the *Contract*.

18.4 Maximum and minimum values of prizes that may be won in *Spin Golf Competitions* are subject to change by the *Company* at any time. Notification of any such changes will be made by the *Company* to *Spin Golf Competitor's* via the *Spin Golf Website*.

## **19. Dishonoured Payments**

19.1 If a credit or debit card or any other approved payment method by a *Spin Golf Competitor* is dishonoured at any stage after authorisation is received from the relevant financial institution, all winnings that have accrued and remain in that *Spin Golf Competitor's Prize Account*, or which are otherwise due to be credited to that account, will be suspended until such time as the dishonoured payment is honoured.

19.2 If the payment remains dishonoured:

(a) all prize winnings that have accrued and remain in the relevant *Spin Golf Competitor's Prize Account*, or which are otherwise due to be credited to that account that relate to the dishonoured payment will not be redeemable and will be forfeited to the *Company*; and

(b) the *Spin Golf Competitor* must pay to the *Company* any prize winnings received following the dishonoured payment(s). Should the *Spin Golf Competitor* not comply with this duty, the *Company* may seek to recover any prize winnings received from the *Spin Golf Competitor* and any amounts recovered will belong to the *Company*.

## **20. Expiry of prize money**

20.1 All prize winnings will remain in the *Competitor's Account* for a period of 12 months from the most recent date upon which the *Competitor's Account* was last credited.

20.2 Prize credits cannot be redeemed for cash or transferred to any other party and must be used on the *Spin Golf Website* through the provided redemption options.

20.3 If a *Competitor* wishes to cease playing in a *Spin Golf Competition*, any *Credits* accumulated on the *Competitor's Account* will be retained in the *Competitor's Account* until the sooner of:

(a) 12 months from the most recent *Credit*, or

(b) the *Spin Golf Competitor* redeems the credit through the options provided on the *Spin Golf Website*.

## **21. Payments**

21.1 Braintree Pty Ltd is the *Company's* payment provider to manage and collect credit card, debit card and PayPal payments of entry fees and other moneys (if any) payable for *Spin Golf Services*. For further information on Braintree, their security or services offered please refer to [www.braintree.com.au](http://www.braintree.com.au).

21.2 *Spin Golf Competitor's* acknowledge that the *Company* does not and will not possess or retain any-information relating to *Spin Golf Competitor's* credit or debit cards.

21.3 If a *Spin Golf Competitor* wishes to use the *Auto Renew* option or opt in to allow *Spin Golf* to save their credit card details for future transactions, the *Company* will utilize Braintree's "Vault" service to securely store and encrypt this credit card information.

21.4 Any *Spin Golf Competitor* who authorizes *Spin Golf* to carry out the *Auto Renew* option for their entries gives *Spin Golf* the right to automatically debit their nominated credit or debit card with the amount



specified upon purchasing. *Customers* can turn off the *Auto Renew* feature at any time through the *Competitor's Account* section on the *Spin Golf Website*.

21.5 Regardless of whether a *Spin Golf Competitor* has selected *Auto Renew* or not, they must have paid *Spin Golf* the relevant entry fee prior to 7am EST on the day of the *Spin Golf Competition* ("cut off time"). Transactions that cannot be processed before the above cut off time will result in the *Spin Golf Competitor* not having a valid entry into a *Spin Golf Competition*.

## **22. Matters beyond reasonable control of the Company**

22.1 If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the *Company*, the *Company* is unable to perform in whole or in part any obligation for any *Spin Golf Competitor* who uses the *Spin Golf Website* or *Spin Golf Services*, the *Company* is relieved of its obligations to the extent and for the period that it is so unable to perform and is not liable to the other party in respect of such inability except that an obligation to pay money is never excused by such circumstances. In any such an event the *Company* reserves the right to cancel or suspend the *Spin Golf Services* without incurring any liability.

22.2 The *Company* is also not liable for the failure of any equipment or software howsoever caused, wherever located or administered, and whether under the *Company's* direct control or not, that may prevent the operation of the *Spin Golf Services*, impede the acceptance of entries, or prevent any such person from being able to contact the *Company* or access the *Spin Golf Website*.

## **23. Spin Golf Competitor's Indemnity**

23.1 Each *Spin Golf Competitor* agrees to indemnify and keep the *Company* and its associates, affiliates, officers, directors, agents and employees indemnified from any liabilities, claims, losses or demands made by any third party arising out of any breach of the *Contract Documentation* or out of their violation of any law or the rights of any third party.

## **24. Limitation of liability**

24.1 To the extent permitted by law (including the *ACL*), the *Company* excludes all representations and warranties as to the satisfactory quality and/or fitness for its intended purpose and/or accuracy and completeness of the *Spin Golf Services*.

24.2 The *Company* will not be liable to any *Spin Golf Competitor* for any loss that they may incur as a result of their use of the *Spin Golf Services* including any use or misuse of their discrete *Spin Golf Website* password whether fraudulent or otherwise.

24.3 To the extent permitted by law (including the *ACL*), the *Company* will have no liability for any goods that *Spin Golf Competitor's* acquire, whether with gift vouchers at a participating retailer or through *Spin Golf's Website* which have been won by them as prizes.

24.4 To the extent permitted by law (including the *ACL*), products acquired through the *Spin Golf Website*, including but not limited to golf equipment or accessories, which have been sent directly to the *Spin Golf Competitor* are non refundable, returnable or replaceable. The *Spin Golf Competitor* takes all responsibility to make the correct decision when choosing their voucher or prize and the *Company* will not vary orders or redemptions once finalized on the *Spin Golf Website* under any circumstance.

24.5 To the extent permitted by law (including the *ACL*), products acquired through the *Spin Golf Website* that the *Spin Golf Competitor* deems to be faulty or damaged must be immediately reported to the *Company* upon receipt of the goods. *Spin Golf* has no obligation or liability to refund or replace any goods unless it deems the goods to have been damaged or faulty before *Transit*. The *Spin Golf Competitor* has 24 hours from the time of receiving the goods to notify the *Company* of any suspected defects or faults. *Spin Golf* utilizes a range of third parties to distribute its golf equipment and accessories and therefore accepts no responsibility or liability for the way in which those goods are delivered.

24.6 Pictures and descriptions of items that can be redeemed on the *Spin Golf Website* should be used as a guide only, and the actual product or service provided might differ from what is shown on the *Spin Golf Website*.

24.7 The *Company* is not responsible for any incorrect address provided by the *Spin Golf Competitor* on the *Competitor's Account* and all efforts should be made by the *Spin Golf Competitor* to ensure their address is the correct address for mailing of prizes and correspondence.

24.8 Under no circumstances will the *Company's* liability under or in connection with the *Contract*, whether arising for breach of contract, negligence or other tort, in equity or otherwise exceed the amount of the relevant entry fee paid by the *Spin Golf Competitor* for the *Spin Golf Competition* in respect of which the claim is made.

24.9 Under no circumstances will the *Company* be liable for any indirect, special or consequential damages, loss of profits (direct or indirect) or loss of the benefit of any entry into any *Spin Golf Competition*, whether such loss arises from breach of contract, negligence or other tort, equitable duty (including, for the avoidance of doubt, in relation to any entry fee or *Spin Golf Competition* voided by the *Company* or otherwise even if the *Company*

had been advised of or known (or should have known) of the possibility of such damages or loss.

24.10 Except for any liability that cannot be excluded by law, the *Company* (including its officers, employees and agents) is not liable and does not accept responsibility for any loss or damage suffered or incurred by any *Spin Golf Competitor* arising out of:

- (a) entries that are not received or which are received and are subsequently corrupted or rejected by the *Spin Golf Website* server, whether or not after receipt by the *Company*;
- (b) any lost, misdirected or corrupt emails to or from the *Spin Golf Website*;
- (c) the *Spin Golf Website* not being continuously available for use;
- (d) any failure of the *Spin Golf Website* or incorrect or corrupt data supplied to a *Spin Golf Competitor*;
- (e) any theft, unauthorised access or third party interference;
- (f) any variation in the value of any prize; or
- (g) any tax liability incurred by any *Spin Golf Competitor*.

## **25. Right of set off**

25.1 The *Company* may at any time, without notice, set off any liability owed to it by any *Spin Golf Competitor* including (without limitation) in relation to any account kept by *the Company* in that *Spin Golf Competitor's* name or which *the Company* believes to be under his / her control, against any funds held in another account kept by the *Company* in the same or another name which the *Company* believes to be under that *Spin Golf Competitor's* control.

## **26. Intellectual property**

26.1 The *Company* is the owner of:

- (a) all copyright and related rights in and to the *Spin Golf Website* including without limitation rights in databases and any data and related content on the *Spin Golf Website* except for certain third party rights;
- (b) all trade marks whether registered or unregistered and related rights in respect of the *Company* logo;
- (c) the domain name [www.spingolf.com.au](http://www.spingolf.com.au) ("URL"); and
- (d) the *Contract Documentation*.

26.2 Any person who makes any unauthorised use of any of these rights may result in prosecution or other legal action including for breach of contract or in tort being taken against, that person.

26.3 *Spin Golf Competitor's* acknowledge agree and accept that any data licensed to the *Company* by third parties which is used on the *Spin Golf Website* is provided for use on the *Spin Golf Website* only and may not be used for any commercial purposes without the consent of such third parties.

## **27. Goods and services tax (GST)**

27.1 The consideration for any supply under or in connection with the *Contract* includes GST and the party receiving the supply must bear any GST liability for it.

27.2 This means:

- (a) if and to the extent that entry fees are a taxable supply they include GST which the *Company* must bear;
- (b) if and to the extent that acquiring prizes including in the form of vouchers are a taxable supply they include GST which the *Company* must bear;
- (c) if and to the extent that redeeming prizes including in the form of vouchers are a taxable supply they include GST which must be borne by the *Spin Golf Competitor* who receives them; and
- (d) when claiming on or spending prizes won including vouchers the GST on any goods or services acquired with them must be borne by the *Spin Golf Competitor* who receives and claims and spends them.

## **28. Dispute Resolution**

28.1 *The Company* will attempt to resolve any disputes or complaints that any *Spin Golf Competitor* may have in regard to *Spin Golf Services*. If any *Spin Golf Competitor* wishes to raise an issue with the *Company*, they should email *the Company* using the [support@spingolf.com.au](mailto:support@spingolf.com.au) email address.