



Air Adventures

Nearest To the Pin / HOLE-IN-ONE

- WIN A GOLFING TRIP OF A LIFETIME

Terms and conditions

This document sets out the terms and conditions of entry and participation for the 'Air Adventures Nearest To The Pin' promotion (**the Competition**).

The Competition is conducted by:

- X-Golf Licensing & Sales Pty Ltd ABN 78 610 593 943 of 30 Hamilton St, Oakleigh (**X-Golf**) in respect of entrants who enter the Competition at an X-Golf store (**X-Golf Store**); &
- Air Adventures Australia - level 1/2/72 Gheringhap St, Geelong VIC 3220 ABN:57 005 474 859

(collectively, **the Promoters**).

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 open to Australian residents.
- 2 The following persons are ineligible to enter the Competition:
 - (a) employees of the Promoters;
 - (b) employees of the operator of any participating X-Golf Store;
 - (c) employees of any Related Entity (as defined in the Corporations Act 2001 (Cth)) of the Promoters; and
 - (d) immediate family members of the above employees.

Entry

- 3 The Competition commences on 00:01 AEDT on 24/07/2019 and entries close on 23:59 AEDT on 24/09/2019 (**the Competition Period**).

4 The Competition is a game of skill, and no element of chance plays a part in determining the winner of a prize.

5 Entrants can enter the Competition via the following method:

(a) By visiting a participating X-Golf Store at any of the following locations, registering for the Competition and playing the Simulator Game (as detailed below):

- i. X-Golf Surrey Hills. 617 Canterbury Rd, Surrey Hills VIC. Ph: 03 9899 2059 Opening Hours: Monday to Thursday 10:00am to 10:00pm, Friday to Saturday 9:00am to 11:00pm, Sunday 9:00am to 7:00pm
- ii. X-Golf Ringwood. 84 Maroondah Hwy, Ringwood VIC. Ph: 03 9870 8708. Opening Hours: Monday to Saturday 9:00am to 11:00pm, Sunday 10:00am to 6:00pm
- iii. X-Golf Mentone. Unit 13 Kingston Central Plaza, 288 Centre Dandenong Rd Mentone VIC 3194 Ph: 03 9800 1698. Opening Hours: Monday to Saturday 10:00am to 11:00pm, Sunday 10:00am to 7:30pm
- iv. X-Golf Marion. 838 Marion Rd Marion, SA. Ph: 0409 932 231. Opening Hours: Monday to Saturday 9:00am to 10:00pm, Sunday 10:00am to 6:00pm
- v. X-Golf Geelong. 138 Fyans Street, South Geelong, VIC 3220 Ph: 03 5223 1918 Opening Hours: 10am to 10pm Monday to Thursday, 10am to 11pm Friday and Saturday, 10am to 5pm Sunday
- vi. X-Golf Macarthur. 1/5 Dunn Road, Smeaton Grange, NSW 2567 Ph: 02 4647 8897 Opening Hours: Monday to Saturday 10.00am to 10.00pm, Sunday 10.00am to 4.00pm
- vii. X-Golf Mornington. 1/177 Mornington Tyabb Road, Mornington, VIC 3931 Ph: 03 5975 0450 Opening Hours: Monday 12.00pm to 6.00pm, Tuesday to Saturday 10.00am to 10.00pm, Sunday 11.00am to 5.00pm
- viii. X-Golf Shire. 3/40-42 Meta Street, Caringbah, NSW 2229 Ph: 02 9525 9958 Opening Hours: Monday to Saturday 10.00am to 10.00pm, Sunday 10.00am to 6.00pm
- ix. X-Golf Enoggera. Opening Late July - 7/72 Pickering St, Enoggera, Brisbane, Qld. Hours: Monday 12.00pm to 6.00pm, Tuesday to Saturday 10.00am to 10.00pm, Sunday 11.00am to 5.00pm
- x. X-Golf Maroochydore - Opening early to mid August 2019, details to be updated once venue is open.

The above opening hours and participating X-Golf Stores are indicative only and are subject to change.

- 6 Entrants must register to participate in the Competition at the above venues by supplying their name, email address, phone number, postcode and date of birth.
- 7 Entrants will then have the opportunity to pay \$5 for three attempts (**Attempt**) at playing for a hole-in-one on a simulated version of the 7th Hole at Pebble Beach Golf Course from the "blue" tee markers (**Relevant Hole - (Simulator Game)**). The \$5 fee must be paid prior to the entrant recording their first shot. The entry fee gains them entry in the **competition** and gives them the chance to win the **prize** at that venue only. Only 1 single prize is available at each venue listed.
- 8 The aim of the Competition is to score a hole-in-one during the Simulator Game. If no hole-in-ones are recorded during the Simulator Game then the best shot of an entrant's Attempt in the Simulator Game (judged by nearest to the Relevant Hole determined by the X-Golf simulator technology) will be recorded against the entrant's details and submitted for entry into the Competition at their respective venue. All decisions made by the X-Golf simulator technology regarding participation by an entrant in the Simulator Game (including whether a shot is a valid shot and how close the shot is to the Relevant Hole) are final and binding and may not be disputed by an entrant.
- 9 All eligible entrants who register an entry and complete a valid attempt of the Simulator Game during the Promotional Period will be entered into the Competition.
- 10 Any person may enter the Competition as many times as they like as long as they pre-pay before having their first shot for each **Attempt**.
- 11 Details of each entrant's entry including their name and nearest to the pin measurement score will be listed on a leader board of competition entries on www.xgolf.com.au or on venue social media vehicles.
- 12 If only one person scores a hole-in-one during the Competition Period, then he or she will win the venue Prize with no further contest needed.
- 13 If more than one entrant scores a hole-in-one during the duration of the Competition Period, then a 'sudden death' 3 shot, nearest-the-pin challenge (**the Challenge**) will be held in at the venue of entry on the Simulator Game between the 20/9/2019 and the 30/09/2019. If the Challenge results are drawn (for example, multiple entrants score a hole-in-one, or the same distance from the pin) then only those entrants will

continue to play sudden death alternative shot nearest-the-pin (1 shot only) until a single winner is crowned. For entrants required to participate in the Challenge, it is the responsibility of those entrants to be available to participate in person on the elected date which will be nominated at least 1 month prior to the competition ending.

- 14 Subject to paragraphs 20 below, the sole entrant with a hole-in-one or the winner of the Challenge (**Prize Winner**) will win the prize detailed in paragraph 21 below.
- 15 By entering the Competition via an X-Golf Store or any other place of entry determined by X-Golf, the 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.

Prizes and winning

- 16 The Prize Winner will be determined by the Promoters based on the scores recorded on the leader board as at 23:59 AEDT on 24/9/2019 and in accordance with paragraphs 12 and 14 above.
- 17 The Prize Winner will be notified by telephone or email.
- 18 The Prize Winner will also have their details published on the X-Golf website www.xgolf.com.au
- 19 The Prize Winner must follow the instructions contained in the phone call/email, after which the Promoters will send the Prize Winner confirmation of the relevant Prize Winner's Prize (including itinerary, flights and accommodation if needed).
- 20 If a Prize Winner refuses to accept the prize, is found to be ineligible or is unable to be contacted for any reason, the Promoters will select a replacement Prize Winner by [date required], being the person recorded on the leader board with the next closest score.
- 21 The Prize Winners (1 per participating venue) will win trip to King Island (**Golf Prize**) comprising of:
- (a) Chartered flight for 1 person from Essendon Airport on a date and time designated by X-Golf Licensing and Sales
 - (b) Accommodation for 1 person (twin share) at a to be determined venue on King Island for 1 night.
 - (c) Transfers to and from the courses and accommodation on King Island throughout the two day event.
 - (d) 1 Game of Golf at Ocean Dunes GC and 1 Game of Golf at Cape Wickham GC on King Island for 1 ppl

- (e) An X-Golf logo cap for each participant

The total value of the Golf Prize is approximately AU\$1,200.00 per prize.

Prize conditions

- 22 The Promoters reserve the right to require a Prize Winner to provide proof of identity satisfactory to the Promoters (in their sole discretion) before awarding the prize.
- 23 Neither the Promoters or any company associated with the 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.
- 24 If required by legislation governing the conduct of the Competition, the Promoters will provide details of the Prize Winner (such as name and address) to any applicable government authority.
- 25 The Golf Prize does not include travel to Essendon airport, any on road costs, fuel, extras, spending money, insurance or any other ancillary costs unless otherwise stipulated in these terms and conditions.
- 26 All prizes are non-transferable and cannot be redeemed for cash or exchanged for other preferred dates.
- 27 If a winner of a prize does not accept or take any part of a prize, that part of the prize will be forfeited by the winner. The Promoters will determine when the prize or part of the prize has been forfeited by a winner.
- 28 If, for any reason, a prize or a part of a prize is or becomes unavailable, the Promoters may, at their 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 Promoters will not be responsible or liable for any loss suffered by the winner in the event that the prize or a part of the prize is unavailable.
- 29 The Prize Winner must comply with all directions or instructions of the Promoters. X-Golf Licensing and sales reserves the right to postpone or cancel prize delivery at any stage should they require.

Entry Fees

- 30 All entry fees into the competition will be collected by X-Golf Kiosk agents to help fund the golf prize.
- 31 Payment must be made to a Promoter representative before participating in the competition using a credit or debit card, Visa or Master card or by cash.
- 32 A receipt for your entry can be emailed to your nominated email address once payment has been made
- 33 X-Golf Licensing and Sales reserves the right to use the entries in which ever means they deem necessary deliver the competition prize.

General

- 34 Decisions of the Promoters regarding the Competition, the Simulator Game are final and each entrant agrees to be bound by any such decisions.
- 35 The Promoters reserve 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 Promoters 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.
- 36 Incorrect contact details of an entrant will deem their entry invalid, and the entrant must only enter in their own name.
- 37 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.
- 38 Subject to paragraph 44 and to the extent permitted by law, the Promoters exclude 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 Promoters or their personnel, whether direct, indirect, special or consequential, arising in connection with the Competition, the Simulator Game, the prizes or any component of the prizes.
- 39 To the extent permitted by law, the Promoters also exclude all liability for any costs, expenses, losses and damages suffered or incurred by the Prize Winner or any entrant, including any liability for personal injury or death, liability due to negligence of the Promoters or their personnel, loss of business opportunity whether direct, indirect, special or consequential, arising in connection with:

- (a) the participation in the Competition by the Prize Winner or other entrant;
 - (b) the use of any prize by the Prize Winner;
 - (c) any tax liability incurred by the Prize Winner; or
 - (d) any variation in the prize value stated in these terms.
- 40 If, for any reason, there is any interference or disruption in the conduct or operation of the Competition, (including due to power or technical failure, natural disasters, acts of God, computer viruses), the Promoters reserve the right to suspend, cancel, terminate, modify or recommence the Competition (as applicable) subject to the approval of any applicable government authorities, where required.
- 41 Each entrant consents to the promoters using, without any fee or other remuneration, the name, likeness and image of the entrant and promoters taking, recording and using images, audio or audio visual content (including video) of the entrant for the purpose of promoting the Competition, the commercial partners of the promoters or the products and services of the promoters or the promoters commercial partners in any way the promoters considers appropriate. Each entrant agrees to sign any image release or other document required by the promoters to give effect to this clause 48
- 42 Valid and properly completed entries will only be accepted by the Promoters once received by the Promoters. The Promoters accept 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

- 43 The Promoters 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 promoters may disclose personal information regarding a prize winner to airlines, hotels, event organisers or other service providers relevant to the awarding of the prize.
- 44 If an entrant does not provide the requested personal information, the promoters 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.
- 45 By entering the Competition an entrant consents to the promoters using their personal information for promotional and

marketing purposes regarding the promoters products, services and events, including the promoters contacting the entrant via SMS, email or other communication methods (and the entrant consent to receiving such messages from the promoters). An entrant can opt out of these messages at any time by following the opt out instructions in the message or by contacting X-Golf Australia and requesting to opt out.

- 46 The promoters may also disclose an entrant's personal information to the prize suppliers and commercial partners of the Promoters relevant to the competition including Air Adventures PTY Ltd, X-Golf Licensing and Sales Pty Ltd and official partners of each party. By entering the Competition an entrant consents to the promoters 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).