

## General Terms & Conditions – Club Member Draws BAY ISLANDS GOLF CLUB

### 1. Introduction

- 1.1 These Terms and Conditions (General Draw Rules) shall be binding on you when entering any member's draws operated by BAY ISLANDS GOLF CLUB.
- 1.2 These General Members Draw Rules apply to all BAY ISLANDS GOLF CLUB draws. BAY ISLANDS GOLF CLUB may amend them from time to time. Special Terms and Conditions may apply to particular Draws, in which case an addendum to these General Draw Rules will be made.
- 1.3 Copies of Draw Rules are available on request BAY ISLANDS GOLF CLUB . (Please e-mail [info@bayislandsgolfclub.com.au](mailto:info@bayislandsgolfclub.com.au) or ask at bar or office)
- 1.4 Entry and participation in any draw shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the draw or the prizes form part of these Terms.
- 1.5 By entering the draw entrants will be deemed to have read and understood these rules and be bound by them.

### 2. Eligibility

- 2.1 You must be a bonafide financial member of BAY ISLANDS GOLF CLUB
- 2.3 You may not enter a draw if, on the date it is announced, you do not conform to the required profile of entrant qualification.
- 2.4 Unless otherwise stated you must be at least 18 years old, and if requested to do so, provide proof of your age by Photo ID.
- 2.5 You must provide personal details as reasonably requested to do so by BAY ISLANDS GOLF CLUB. Refusal to comply will result in disqualification from the draw.
- 2.6 All decisions of BAY ISLANDS GOLF CLUB will be final and binding. No correspondence will be entered into.

### 3. Prizes

- 3.1 Member's must be present at the time of each members draw . All prizes must be collected by the member within 30 days from the date of winning. After that time, unclaimed prizes will be deemed null and void. BAY ISLANDS GOLF CLUB will not notify winners of the time remaining. It is the sole responsibility of winners to collect their prize.
- 3.2 Prizes must be collected in person unless otherwise advised by BAY ISLANDS GOLF CLUB. Identification that includes a photograph (driver's licence, passport, student card) will be required. Draw winners must have financial membership card and produce it on request.
- 3.5 Where a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with at the absolute discretion of BAY ISLANDS GOLF CLUB.
- 3.13 BAY ISLANDS GOLF CLUB reserves the absolute right to disqualify any entrant to any draw which it considers has used improper technical means to enter.

### 4. Confidentiality

- 4.1 You undertake not to disclose, reveal, communicate or otherwise make public to anyone at any time any information relating to BAY ISLANDS GOLF CLUB, its business, personnel, servants, agents or officers.

### 5. Publicity

- 5.1 Competitors may be required by BAY ISLANDS GOLF CLUB to participate in a photo, video and/or film session, and acknowledge that BAY ISLANDS GOLF CLUB has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, unless that person informs BAY ISLANDS GOLF CLUB at the time of entering the draw that he or she wishes to retain his or her anonymity.
- 5.2 BAY ISLANDS GOLF CLUB may publicise, broadcast or otherwise disclose a competitor's name, character, likeness, statements or any recording of his or her voice in advertising or promotional activities concerning a specific draw, or BAY ISLANDS GOLF CLUB draws generally. BAY ISLANDS GOLF CLUB may promote or advertise that a winner has won a draw.
- 5.3 BAY ISLANDS GOLF CLUB may incorporate information from entrants in any draw in any database to be deemed reasonable for the purpose of its business as defined in the Privacy Act. Upon entry into a draw a draw will automatically give permission for use of personal data and this information will be retained in accordance with the Privacy Act.

### 6. BAY ISLANDS GOLF CLUB - Exclusion of Liability

- 6.1 BAY ISLANDS GOLF CLUB is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the draw or prizes, other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for negligence by BAY ISLANDS GOLF CLUB
- 6.2 BAY ISLANDS GOLF CLUB accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for any special, direct, indirect or consequential loss of any nature howsoever arising.
- 6.3 BAY ISLANDS GOLF CLUB shall not be liable to perform any of its obligations under the draw or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate you in such circumstances.

### 7. Jurisdiction

- 7.1 These rules shall be governed and construed in accordance with Australian or Queensland Law.
- 7.2 Where BAY ISLANDS GOLF CLUB has special draw Terms and Conditions in relation to a particular draw, then they (the special terms and conditions) will prevail in the event of inconsistency between those special draw Terms and Conditions and these General Draw Rules.
- 7.3 Persons under the age of 18 are ineligible to enter any draw
- 7.4 A failure by BAY ISLANDS GOLF CLUB to enforce any of these draw rules in any instance(s) will not give rise to any claim by any individual.
- 7.5 Special restrictions or qualifications may apply to particular draws, in which case an addendum to these General Draw Terms and Conditions will be made.
- 7.6 BAY ISLANDS GOLF CLUB may change these General Draw Terms and Conditions at any time.