

Tourism NZ Auckland Golf Pass Promotion

Terms and Conditions

1. Information on how to enter and prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Any entry not complying with these Terms and Conditions is invalid.
2. The promoters (“**Promoters**”) of this promotion are Golf Link Partners Pty Limited (ABN 95 081 497 154) of Level 7, 50 Berry Street North Sydney NSW 2060, telephone 1300 650 750 and Iseek Golf Pty Ltd (ABN 87 007 336 736) of 1 Guthrie Street Paddington, Qld 4064.
3. Entry is only open to residents of Australia. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoters to enter into a further agreement as evidence of consent to the minor entering this promotion. Employees and the immediate families of the Promoters and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. The promotion commences at 12:00am AEDST on 29th December 2016 and final entries close at 11.59pm AEDST on 1st February 2017 (**'Promotional Period'**).
5. To enter, eligible individuals must visit either www.golflink.com.au or www.iseekgolf.com, follow the prompts to the “Tourism NZ Auckland Golf Pass” Promotion registration page, input the requested details and submit the fully completed online registration page so that it is received during the Promotional Period. By completing and submitting a successful registration form, eligible individuals will be awarded one (1) automatic entry into the draw.
6. Only one (1) entry permitted per person.
7. The draw will take place at 3:00pm AEDST at Anisimoff Legal, Suite 5, Erina Plaza 210 The Central Coast Highway Erina, NSW 2250 on 6th February 2017. The Promoters may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
8. The winner will be notified in writing by email within two (2) working days of the draw to the email address provided within their registration. The winner will be published in the Golf Link newsletter, the GOLF Link website www.golflink.com.au and the iSeek Golf website www.iseekgolf.com on 8th February 2017.
9. The first valid entry drawn will win a trip for three (3) people to Auckland, New Zealand valued at up to \$5,007.00 depending on date and point of departure. The prize includes:
 - Return economy airfares flying with Emirates to Auckland, New Zealand from the winner’s nearest Australian capital city of Brisbane, Sydney or Melbourne for three (3) people;
 - A total of four (4) nights share accommodation at the Grand Millennium Hotel in Auckland for three (3) people; and
 - 3 rounds of golf at either Titirangi Golf Club, Windross Farm Golf Club, Muriwai Golf Club or Wainui Golf Club (winner’s choice) for three (3) people.
10. Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, golf club

hire, golf cart hire, incidental golf expenses, in-room charges and all other ancillary costs are not included. Prize must be taken by 30 September 2017 and is subject to booking and flight availability. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and his/her companions are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and his/her companions must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoters in agreement with the winner but in the event that agreement cannot be reached, the Promoters reserve the right to determine the itinerary. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

11. If for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoters, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
12. In the event of war, terrorism, state of emergency or disaster, the Promoters reserve the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
13. If the drawn provisional winner cannot be contacted or does not claim the prize by 5:00pm AEST on 6th June 2017, they will forfeit the prize and an unclaimed draw will be conducted. The unclaimed prize draw will take place on 7th June 2017 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified in writing by email within two (2) working days of the unclaimed prize draw to the email address provided within their registration. The winner will be published on the Golf Link website www.golflink.com.au, the iSeek Golf website www.iseekgolf.com, in the Golf Link newsletter on 14th June 2017.

General

14. It is a condition of accepting a prize, that the winner (and his/her companions) may be required to sign a legal release in a form to be determined by the Promoters in their discretion. In the event a winner or winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
15. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
16. Incomplete or indecipherable entries will be deemed invalid. If there is a dispute as to the identity of an entrant, the Promoters reserve the right, in their sole discretion, to determine the identity of the entrant.
17. The Promoters reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserve the right, in their sole discretion, to disqualify any individual who the Promoters have reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoters' discretion. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

18. If the prize (or part of a prize) is unavailable, the Promoters, in their discretion, reserve the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is up to AUD\$5,007.00. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise. Prize values are correct at time of printing and no responsibility is accepted for any subsequent change in content or value.
20. The Promoters' decisions are final and no correspondence will be entered into.
21. Entrants consent to the Promoters using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoters.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**'). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoters' control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in the prize.
25. If for any reason this promotion is not capable of running as planned however caused beyond the control of the Promoters which affects the administration, security, fairness or integrity of the promotion, the Promoter reserves the right in their sole discretion, (subject to any written direction given by a relevant Regulatory Authority), to cancel, terminate, modify or suspend the promotion, or to disqualify an entrant. The Promoters may in their sole discretion disqualify any individual who tampers with the entry process.
26. Entries are deemed to be received at the time of receipt into the Promoters' database. The Promoters are not responsible for receipt of incorrect, inaccurate or incomplete information, however caused. The Promoters assumes no responsibility for any error, omission, interruption, deletion, defect, delay in

operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

27. The Promoters collect the personal information entrants provide in connection with this promotion ('PI') in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in their respective privacy policies, which can be accessed by visiting www.golfink.com.au (for Golf Link Partners Pty Limited) and www.iseekgolf.com (for iSeek Golf). In addition to any use that may be outlined in the Promoters' Privacy Policies, the Promoters may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Promoters may also disclose the PI for those purposes to its related bodies corporate and contractors, and disclose the PI to Tourism NZ, the sponsor of this promotion ('the Sponsor') and the Sponsor's associated bodies. The Sponsor may use the PI entrants provide in connection with this promotion, for the purposes of advertisements, publications, media statements and other promotional material associated with the promotion provided the entrant checks the relevant opt-in box at the time of registration. All entries become the property of the Promoters. Entrants' PI will not be disclosed to any entity outside of Australia and New Zealand.
28. A copy of the Sponsor's privacy policy can be viewed at www.newzealand.com/au/utilities/privacy-policy. Entrants should direct any request to opt out, access, update, or correct PI to the Promoters and/or the Sponsor's office and direct any complaints regarding treatment of their PI according to the Promoters' Privacy Policies and Sponsor's Privacy Policy.

NSW Permits No. LTPS/16/10324, ACT Permit No. TP16/02561, SA Permit No. T16/2320.