

## **GOLF Link**

### **Terms and Conditions**

#### **Important information**

The first use of your GOLFLink Card in conjunction with the GOLFLink System will be taken as your agreement to comply with these Terms and Conditions.

You must sign the reverse of your Card with a ballpoint pen immediately upon receiving it.

Should your Card become lost, stolen, damaged or if it is suspected that your Card has been used in an unauthorised manner please contact your golf club.

If you do not understand any of these Terms and Conditions, please phone the GOLFLink Service Centre, where an operator will be happy to help you.

#### **Terms and Conditions**

##### **1. Definitions**

"Affiliated Club" means a golf club that has agreed with GA to participate in the GOLFLink System.

"GA" means Golf Australian Inc.

"Australian Handicapping Rules" means either of the rules for golf handicapping devised by GA which may be altered from time to time in accordance with their respective constitutions.

"Card" means a GOLFLink Card.

"Cardholder" means the person whose name appears on the front of the GOLFLink Card.

"GLP" means Golf Link Partners P/L (ABN 95 081 497 154) its successors and assigns, the GOLFLink project manager.

"GOLFLink Card" means a plastic swipe card issued by GA for the purpose of accessing the GOLFLink System.

"GOLFLink Membership Number" means the unique number allocated to each member of an Affiliated Club which appears on the Card.

"GOLFLink Program" means a program of benefits for golfers promoted by GLP in association with GA and the GOLFLink System.

"GOLFLink System" means the computerised national handicapping system and database operated by GA and GLP.

"Record" means a Cardholders personal information recorded on GOLFLink System including name, address, contact information, club membership details, handicap and score history.

"Terms and Conditions" means the terms and conditions set out in this document and any other document issued by GA and GLP from time to time amending, replacing or adding to these terms and conditions which states that it forms part of the terms and conditions of use of the GOLFLink System.

"Handicap" Transaction" means any transaction authorised by a Cardholder which is made by the use of a Card and the GOLFLink System.

"Unauthorised Handicap Transaction" means a transaction made by the use of a Card and the GOLFLink System which is made without the Cardholder's authorisation.

##### **2. Application of Terms and Conditions**

2.1 These Terms and Conditions apply to the GOLFLink Card from the date that the Card is first used in conjunction with the GOLFLink System.

2.2 Cardholders cannot assign any rights under these Terms and Conditions.

##### **3. Use of Card**

3.1 The Card may be used to effect Handicap Transactions at any Affiliated Club.

3.2 The Card may be used as identification by the Cardholder when visiting an Affiliated Club.

3.3 The Card may be used as identification by the Cardholder when purchasing goods and/or services as part of the GOLFLink Program. Subject to any applicable law, neither GA nor GLP is responsible for any liability, loss, expense, or inconvenience a Cardholder may suffer or incur in respect of goods and/or services purchased in connection with the GOLFLink Program.

3.4 A Card must not be used:

3.4.1 by any person, for Handicap purposes, other than a person whose name appears on the Card;

3.4.2 if determined by GA to be expired or cancelled.

3.5 Any dispute or matter relating to:

3.5.1 a Cardholder's handicap is to be resolved between the Cardholder and the Affiliated Club and/or the GA (as appropriate), and then notified by the Cardholder to the GOLFLink Service Centre.

3.5.2 the interpretation or application of these Terms and Conditions, the GOLFLink System or the use of a Card, that is not covered by 3.5.1 shall be resolved by the GA, whose determination is final and binding on all affected persons.

3.6 A Cardholder may cancel a Card at any time. Such cancellation will take effect from the time notification is received by the GOLFLink Service Centre of the cancellation. Cancelled Cards must be cut in half and sent to the GOLFLink Service Centre.

3.7 GA may cancel a Card where it believes that the Card is being abused or it believes these Terms and Conditions are being breached by a Cardholder. Such cancellation takes effect from a time specified by GA, and the Cardholder shall be notified by GA as soon as possible.

##### **4. Use of the GOLFLink Membership Number**

The GOLFLink Membership Number may be used by a Cardholder or the Cardholder's immediate family as identification when purchasing goods and/or services as part of the GOLFLink Program.

##### **5. Lost, Damaged, etc. Cards**

Where a Card is lost, stolen, damaged or the Cardholder suspects that an Unauthorised Handicap Transaction has occurred, the Cardholder must immediately notify their golf club.

Upon notification, the Card will be cancelled and a replacement Card issued. GA reserves the right to charge a fee for the replacement Cards. The issue and use of any replacement Card is subject to these Terms and Conditions. Neither GA nor GLP is responsible for any liability, loss, expense or inconvenience a Cardholder may suffer or incur in respect of a Card that has been lost, stolen, damaged or used to process an Unauthorised Handicap Transaction, whether that liability, loss, expense or inconvenience is suffered or incurred before or after notification to your golf club.

##### **6. Property in the Card**

6.1 The GOLFLink Card shall remain the property of GA.

6.2 The Card shall promptly be cut in half and returned to GA by the Cardholder:

6.2.1 upon termination of membership of the Affiliated Club shown on the front of the GOLFLink Card

6.2.2 where a Card has been previously reported lost, stolen or damaged upon it subsequently being found;

6.2.3 when the Card is cancelled by GA.

##### **7. Communications**

7.1 The Cardholder acknowledges that from time to time it may be necessary for GA, or their agents or its authorised representatives to communicate with Affiliated Clubs and third parties for the efficient operation of the GOLFLink System and GOLFLink Programs.

The Cardholder authorises GA, or their agents to divulge information contained in the Cardholder's Record to Affiliated Clubs and third parties for the purposes of administering of GOLFLink System and the GOLFLink Programs.

7.2 Subject to 7.1, a Cardholder's Record will not be divulged to any third parties except with the consent of the Cardholder.

##### **8. Verification of Club Membership**

8.1 It is the Cardholder's responsibility to nominate a home club and communicate this decision to all clubs of which the Cardholder is a member.

8.2 The GOLFLink System contains details of Affiliated Club membership as supplied by the Affiliated Club. Neither GA nor GLP is responsible for any liability, loss, expense or inconvenience a Cardholder may suffer or incur as a result of errors or inconsistencies in membership data supplied by Affiliated Clubs, or relied upon by GA or GLP in any other manner or situation.

##### **9. Validity of Handicaps**

9.1 All handicaps contained within the GOLFLink System have been calculated in accordance with the Australian Handicapping Rules.

9.2 Cardholders will comply with the Australian Handicapping Rules as issued and amended from time to time and also with any rules and/or procedures applied by the Affiliated Club at which a round is played. None of GA or GLP is responsible for any liability, loss, expense or inconvenience suffered or incurred by a Cardholder where either an Affiliated Club or the Cardholder has failed to submit score and/or competition information in accordance with the Australian Handicapping Rules, specific club rules and/or procedures or the GOLFLink System operating procedures.

9.3 Handicaps recorded on the GOLFLink System are recognised by GA as the current official handicaps of Australian amateur golfers. GA does not recognise any handicaps which are not recorded on the GOLFLink System at the completion of the GOLFLink System rollout, as advised by GA.

9.4 If a Cardholder becomes aware of any handicap error, the Cardholder should notify their Home Club as soon as possible.

##### **10. Limits on Handicap Transactions**

The type and nature of Handicap Transactions which may be undertaken at Affiliated Clubs may vary between Affiliated Clubs. Neither GA nor GLP is responsible for any liability, loss, expense or inconvenience a Cardholder may suffer or incur due to a lack of uniformity between Handicap Transactions available at Affiliated Clubs.

##### **11. Refusal to allow use of the Card**

Neither GA nor GLP shall be liable for the refusal by an Affiliated Club to allow Handicap Transactions to be made by means of the Card.

##### **12. Programs and Information**

The Cardholder invites GA to send information concerning GA programs, the GOLFLink Program or the GOLFLink System.

If a Cardholder does not wish to receive such information please notify GA in writing address to GA, 153-155 Cecil Street, South Melbourne, Victoria 3205.

##### **13. Change of Personal Details**

A Cardholder must immediately notify their Golf Club(s) of any changes:

to his or her name or address; or

to his or her club membership/s.

##### **14. Applicable Law**

These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Victoria.

##### **15. Changing the Terms and Conditions**

These Terms and Conditions may be amended, replaced or added to by GA at any time and from time to time. Changes should be advised to Cardholders in conjunction with any regular mailout or communication, or through Affiliated Clubs. Amendments, replacements and additions take effect from the time specified by GA.