

InterContinental Sanctuary Cove Resort and GSRN's Timing Improver

'Stay and Play' COMPETITION

GAME OF CHANCE

Terms and Conditions

By entering the InterContinental Sanctuary Cove Resort 'Stay and Play' and GSRN's Timing Improver competition ("the Competition"), you are agreeing to the following terms and conditions:

- 1) Information on how to enter forms part of the terms and conditions. Entry into this competition is deemed acceptance of these terms and conditions of entry.

WHO CAN ENTER?

2) The Competition is open internationally who are 18 years and over, except employees of the Promoter and their immediate families and all companies and agencies associated with this Competition.

HOW TO ENTER

3) The Competition commences on 14th September, 2015 at 0900 AEST and concludes Wednesday 23rd December 2015 at 2359AEST ("the Competition Period").

4) To enter, entrants are required to purchase a GSRN Timing Improver during the Competition and/or send Golf Swing Right Now Pty Ltd a 30 second video review of how GSRN's Timing Improver's has improved your game/swing/timing and add a star rating and comments on our website.

Follow the steps below within the Competition Period:

- a) visit the website <http://golfswingrightnow.com/>;
- b) navigate to the Competition page labelled 'GSRN's Timing Improver Competition', which contains the Competition Entry Form;
- c) complete all required details of the Competition Entry Form, including:
 - i. the entrant's unique receipt number found on the receipt of purchase email and the product barcode on the packaging purchased; and
 - ii. the entrant's full name, full street address, valid email address and contact telephone number;
 - iii. agree to the Competition terms and conditions in the manner indicated on the Competition Entry Form;
- d) Submit the fully completed Competition Entry Form in the manner indicated on the Competition Entry Form.
- e) Or fill in the Competition Entry Form and post to PO Box 642, Thuringowa Central, QLD 4817, Australia.

5) Entrants must retain the receipt of purchase and the packaging of the Timing Improver containing the product barcode for verification purposes. The Promoter may at any time during or after the Competition Period in its absolute discretion request such evidence of purchase from any entrant in order to verify that the purchase was valid. If an entrant refuses to provide such evidence of purchase to the Promoter or provides inadequate, incomplete, incorrect or invalid evidence of

purchase to the Promoter, the Promoter may declare that entrant's entry to be invalid and disqualify the entrant from the Competition.

6) Multiple entries permitted, subject to the following: each entry must be submitted separately and in accordance with entry requirements and must be in relation to a separate, unique purchase of a GSRN Timing Improver. In the instance of multiple entries, multiple proofs of purchase will be required.

7) If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.

8) All entries are deemed to be received at the time of receipt by the Promoter and NOT at the time of transmission by the Entrant.

9) The Promoter reserves the right to verify the validity of entries at any time during or after the Competition Period, and reserves the right to disqualify any Entrant who tampers with the entry process (including but not limited to tampering by way of the utilisation of techniques designed to avoid the payment of postage costs) or who submits an entry that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

PRIZE

10) The winner will receive the prize package detailed below.

The first valid entry drawn from the total pool of valid entries will win the prize.

The draw will take place at Golf Swing Right Now Pty Ltd, ABN 98 163 636 459, Unit 2, 57 Palmer St, South Townsville, QLD 4810 on Thursday 24th December 2015 at 0900 AEST.

Winner will be notified by phone and mail and their name will be published on <http://golfswingrightnow.com/> on Tuesday, 29th December, 2015.

Full Details RRP incl. GST over \$2500AUS 3 nights 'Stay and Play' PLUS more at the InterContinental Sanctuary Cove Resort

11) The total prize is valued at over \$2,500

- Includes three nights accommodation for two adults
- Full buffet breakfast daily in Cove Cafe for two
- 3 rounds of 18 holes of golf for two adults at The Pines, The Palms and Links Hope Island golf course.
- Dinner for two in the signature restaurant, The Fireplace. (one evening only)
- Food & Beverage credit to the value of \$200 to be spent in any of the resort outlets
- Valet parking
- Includes 2 Links Hope Island Signature Logo Caps

The Promoter is neither responsible nor liable for any loss or damage suffered if the Resort package is postponed, cancelled, rescheduled or relocated.

A date, time and location will be determined between the Resort and the Winner, the Promoter will not be responsible if a suitable date cannot be decided on although we will negotiate and assist where possible.

A review of the Prize redeemed will be requested from the Winner.

12) The Winner must be 18 years and over to redeem and participate in the prize.

13) The prize values are correct as at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.

14) If an element of the prize consists of travel, an event, concert or other similar prize outlined above is, for any reason, cancelled, postponed, rescheduled or not available, that element of the prize will be considered as forfeited and no cash alternative offer will be awarded in lieu of the prize.

15) Once the winner has chosen their Prize, they cannot change it to another.

16) Prizes must be redeemed within 12 months of notification.

17) Once the Winner is finalised, no further winner management will be provide. All queries relating to further Nights Stayed must be directed to the club/venue and neither the prize supplier nor the Promoter will be a party to the membership agreement between the club and the prize winner.

18) All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable, exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer.

19) Unless specified otherwise, the winner (and their companions) are responsible for all expenses including, without limitation, spending money, meals (unless specified), drinks, transfers (unless specified), activities (unless specified), incidentals, energy surcharges, gratuities, services charges, and all other ancillary costs.

20) In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal or greater recommended retail value.

21) It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and the prize supplier's requirements (as applicable).

22) It is a condition of accepting a prize that the Winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the Winner grants the Promoter a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times.

23) Winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.

24) It is a condition of accepting the prize that the Winners (and their companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

25) The Promoter may conduct such further draws at the same place as the original draw as are necessary at 0900 on Monday 8th February, 2016 in order to distribute the prize that remains

unclaimed by that date, subject however to all reference to any relevant state and territory regulations. The Winner, if any, of such draw will be notified in writing within two (2) business days of the draw and will have their name published at <http://golfswingrightnow.com/> on Thursday 11th February, 2016.

GENERAL

26) The use of any automated entry software or any other mechanical or electronic means that permits the entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

27) The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telecommunications, telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

28) If this Competition is not capable of running as planned due to any reason whatsoever, including but not limited to, programming changes, technical failures (either in the administration of the Competition or the broadcast of the television program), unauthorised intervention, fraud or any causes beyond the control of the Promoter which corrupt or affect the conduct, administration, security, fairness or integrity of the Competition, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions given by a regulatory authority, to: (a) modify, suspend, terminate or cancel the Competition; and/or (b) disqualify any entrant, as appropriate, including banning an entrant from participating in future promotions conducted by the Promoter, for any reason including, but not limited to, behaving in any manner that is, as determined by the Promoter in its absolute discretion, deemed to be inappropriate or contrary to any broadcast codes, regulations or any applicable laws including mentioning or promoting any product, service, venture or item or using inappropriate language or saying anything that may in the producer's reasonable opinion be abusive, rude, threatening, offensive, harmful or hurtful to any other third party.

29) The Promoter accepts no responsibility for any entries not received by the Promoter or delays due to technical disruptions or for any other reason. An entry will only be counted as being received when it has been received by the Promoter's software system, not when it was sent from the entrant.

30) The Promoter reserves the right to request each Winner to provide proof of age and identity. Identification considered suitable for verification is at the discretion of the Promoter.

31) If a winner is under the age of 18 years, their entry will be deemed invalid and the prize will be forfeited and subject to the unclaimed prize draw in accordance with clause 25 above.

32) If the Promoter determines that the winner has breached clause 5 of these Terms and Conditions, their entry will be deemed invalid and the prize will be forfeited and subject to the unclaimed prize draw in accordance with clause 25 above.

LIABILITY AND RELEASE

33) Except for any liability that cannot be excluded by law, the Promoter and its related entities and 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 Competition, including, but not limited to, arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's 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 its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Conditions of Entry; (e) any tax liability incurred by a Winner or Entrant; (f) participation in the Competition and/or (g) redemption of the prize.

34) The Promoter and its related entities and their respective officers, employees and agents will take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.

PERSONAL INFORMATION

35) Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying winners). Without limiting the foregoing, the Promoter may disclose entrants' personal information to other parties assisting in the administration of the Competition including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Competition. If the entrant consents, the Promoter, its related entities and business partners (as applicable) may also use the entrant's personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any or all of them. The Promoter will handle the entrants' personal information in accordance with the Promoter's Privacy Policy which is available on the Promoter's website. Entrants may request access to or correction of their personal information by writing to: Privacy Officer, Golf Swing Right Now Pty Ltd, Legal Department, PO Box 642, Thuringowa Central, Qld 4817 or emailing admin@golfswingrightnow.com.

PROMOTER

36) The Promoter is Golf Swing Right Now Pty Limited (ABN 98 163 636 459) of 2/57 Palmer St, South Townsville, 4810. You can contact the Promoter in relation to the Competition by mail to PO Box 642, Thuringowa Central, Qld 4817 or by telephone to 1800 665 024.

37) Subject to Australian authority restrictions, the Promoter may amend these Terms and Conditions in its absolute discretion.