

## **1. GPL Terms of Use**

- (a) "Golf Premier League", "GPL", "we", "us" and "our" means Golf Premier League Pty Ltd ACN 156 301 370. Please read the terms and conditions set out in these "Terms of Use" carefully as they apply to your use of our web pages and website ("Website") and the services offered by us via the Website. By using the Website you agree to be bound by these Terms of Use. We may revise these Terms of Use from time to time by updating this posting. The revised terms will take effect when they are posted.
- (b) As a condition of your use of the GPL Website, you warrant to GPL that you will not use the GPL Website for any purpose that is unlawful or is prohibited by these Terms of Use.

## **2. Our Website and Services**

- (a) You must not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.
- (b) You acknowledge that we may, in our sole discretion and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website (including any content on the Website) or any service provided on the Website and you agree that we are not liable to you or any third party for such variation, modification or discontinuance.
- (c) At any time if we are of the view that your use of this Website is in breach of these Terms of Use, we may suspend or deny, in our sole discretion, your access to all or any portion of the Website or the services we offer without notice.

## **3. Content**

- (a) The Website may contain material or content uploaded, posted, emailed or otherwise electronically transmitted ("Posted") by golf clubs, participants in GPL competitions, and/or users of the Website and services provided by GPL, including you ("User Content").
- (b) You grant us a royalty free, non-exclusive, worldwide licence for us to use, modify, adapt, publish, display, sublicense, create derivative works from and incorporate in other works any User Content Posted by you, at any time in the future in any form and for any purpose and you warrant that you have the right to grant this licence.
- (c) GPL reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in GPL' sole discretion.
- (d) Golf clubs and competition participants are responsible for content provided to GPL which is Posted and/or uploaded to the competition related webpages. You acknowledge that player and competition information on this Website may not be accurate. We rely on the GPL competition golf clubs and the participants to provide the information in an accurate and timely manner.

- (e) We do not endorse or adopt any User Content nor do we make any representations or warranties about its currency, accuracy, completeness, correctness or usefulness, or its appropriateness. However we reserve the right:
    - i. to access, examine, edit or delete any User Content; and
    - ii. at our discretion, move, remove or disable access to User Content which we consider, in our sole opinion, to breach any law or to be otherwise unacceptable.
  - (f) You acknowledge that, in our sole discretion, we may remove any User Content and that we have no responsibility or liability for the deletion or failure to store any communications or content Posted on the Website or through the services we provide.
  - (g) If you use the Website or our services, you are solely responsible for any User Content Posted by you. In using the Website or our services, you must not:
    - i. violate any applicable laws;
    - ii. impersonate any person;
    - iii. Post any User Content that:
      1. infringes the Intellectual Property Rights of any third party or Post User Content that you do not have the right or valid permission to Post;
      2. is unlawful, harmful, threatening, abusive, misleading, invasive of another's privacy, harassing, defamatory, slanderous, vulgar, obscene, hateful, racist, embarrassing or otherwise objectionable to any other person or entity;
      3. contains any unsanctioned advertising, promotional materials, or any other forms of unsanctioned solicitation, including without limitation junk mail, spam, chain letters, or any unsolicited mass distribution of email;
      - iv. distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
      - v. use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of our site, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, harvesting bot, other automatic device, or manual process to monitor, copy or "data mine" our web pages or the content contained herein, without our prior express consent (however such consent is deemed given for standard search engine technology employed by internet search web sites to direct internet users to our Website);
      - vi. collect or store personal data about other users of the Website; or
      - vii. engage in any other conduct that inhibits us, our users or any other person from using or enjoying the Website.
- 4. Intellectual property**
- (a) You acknowledge that the Website, the GPL competition rules ("GPL Competition") and all related content are subject to copyright and possibly other intellectual property and other rights proprietary to us.

- (b) We (or our licensors) retain all right, title, and interest in and to the Website, the GPL Rules and all related content, and nothing you do on or in relation to the Website, or any of the related content will transfer any intellectual property rights to you.
- (c) Except as provided in these Terms of Use, permission to reprint or electronically reproduce the Website, the GPL Competition or any related content in whole or in part for any purpose is expressly prohibited, except to the extent that we have given you written consent. You may contact us at [http://www.golfpl.com.au/register\\_forms/new](http://www.golfpl.com.au/register_forms/new) if you wish to obtain such consent.

Please refer to our About Golf Premier League webpage at <http://www.golfpl.com.au/about> for further information about purchasing a package to use the GPL Competition.

- (d) Images displayed on the Website are either our property or third-party property (eg: images uploaded by other users) used under licence. Ensuring the existence of appropriate rights in, and relevant legal compliance with respect to, images Posted or uploaded by users is the responsibility of the user that uploads any such image. The use of these images by you is prohibited unless specifically permitted by these Terms of Use or by express permission otherwise obtained by you.
- (e) You agree to defend, indemnify and hold harmless us, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, arising in connection with or resulting from your infringements of our intellectual property rights found in this Website and its content (including but not limited to the GPL Competition).

## **5. Your representations and warranties**

You represent and warrant that:

- (a) you will not use the Website or our services for any purpose that is unlawful or prohibited by these terms and conditions;
- (b) you will not keep, copy, reproduce, use, develop or modify the Website, our content (including but not limited to the GPL Competition) in whole or in part for any reason without first gaining our written consent; and
- (c) all User Content Posted and or uploaded by you is owned by you and our use of such User Content does not infringe or violate the intellectual property rights of any third party or any other rights of anyone else.

## **6. Use of the Website is at your own risk**

You use the Website at your own risk. In particular:

- (a) we endeavour to provide a convenient and functional Website, but we do not guarantee that your requirements will be met or that any content will be uninterrupted, error free or that the Website or the server that operates them are free of viruses or other harmful components; and
- (b) while we may attempt to keep information on the Website or our services current and accurate, we do not make any warranties or representations about the currency and accuracy of any information on the Website.

If your use of the Website or our services results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.

## **7. Limitation of Liability**

- (a) To the extent permitted by law, everything on the Website and provided via our services is provided to you "as is" and "as available" without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, Website "uptime" or non-infringement. All express or implied guarantees, warranties, representations, or other terms and conditions relating to these Terms of Use, the Website, any good or services that we provide, or any related content not contained in these terms, are excluded from these terms to the maximum extent permitted by law.
- (b) Nothing in these Terms of Use excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.
- (c) If any guarantee, warranty, term or condition is implied or imposed in relation to these terms under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a "Non-Excludable Provision"), and we are able to limit any remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:
  - i. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
  - ii. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (d) Subject to our obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to these terms or their subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to A\$200. In calculating our aggregate liability under this clause, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by us for a breach of any Non-Excludable Provision.
- (e) Subject to our obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:
  - i. special, indirect, consequential, incidental or punitive damages; or
  - ii. damages for loss of profits, revenue, goodwill, anticipated savings or loss or corruption of data,

whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

## **8. Links, advertisements and dealings with third parties**

- (a) We have not reviewed all of the webpages and websites linked to our Website and we are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website (including without limitation sites linked through our sponsors and advertisers). The inclusion of any link does not imply that we endorse the linked site, and your use of the links and linked sites is at your own risk.
- (b) Further we are not responsible for the actions, content, information or data of third parties that appear on our Website or is available via a promotion, offer or other service. Your correspondence or dealings with, or participation in promotions of, sponsors and advertisers on our Website are solely between you and such sponsors or advertisers. You release us, our group entities, our directors, officers, employees and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you may have in connection with any such third parties.
- (c) Your participation in any GPL related promotional event is subject to the terms and conditions associated with that event. Your correspondence or business dealings with, or participation in promotions of, any third-party advertisers on or through the Website or through participating in a GPL competition, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third-party. You acknowledge that neither GPL nor its business partners shall be responsible or liable for any loss or damage of any sort incurred as the result of any dealings with third parties.

## **9. Use of personal information**

- (a) In using the Website, receiving services from us or by participating in a GPL competition, you may give us personal information in which you have certain rights. By giving us your personal information, you grant us consent to use your personal information in accordance with our **privacy policy** and you acknowledge that our privacy policy forms part of these Terms of Use.
- (b) If you have been a participant in a GPL competition you have already consented to receiving emails from GPL and/or its business partners presenting you with advertisements and promotional materials on or through the Website, at competitions or via email. This consent was included in the registration sheet.
- (c) Where the owners of Golf Premier League Pty Ltd sell any or all of GPL, the GPL business or any or all related assets, or the ownership or corporate structure of GPL is altered, you consent to us transferring data we hold (including your personal information) to any third party as part of any such process.

- (d) If you do not wish to receive promotional emails, you may send us an email requesting that we stop this service.

## 10. Termination

Without limiting our right to discontinue the Website and all or any of the services we provide through it (which we may do at any time in our sole discretion without liability to you and without any obligation to return User Content), we retain the right to suspend or terminate your use of the Website or our services where:

- (a) you breach any part of these Terms of Use or we are of the reasonable belief that you have breached any part of these Terms of Use;
- (b) we suspect abuse of the Website or any aspect of the services provided on the Website;
- (c) if there is an emergency or we need to perform some maintenance on our Website;
- (d) the nature of our business has changed to the extent we no longer provide services to you; or
- (e) the golf club that you are affiliated or associated with is no longer a client of GPL.

## 11. General

- (a) If any part of these Terms of Use are held to be unenforceable in a particular jurisdiction it is read down or severed in that jurisdiction only to the extent of the unenforceability, and it does not affect the enforceability of that provision in another jurisdiction nor does it affect the remaining provisions in any jurisdiction.
- (b) These Terms of Use are governed by the laws of Victoria, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.
- (c) If you are visiting this Website from outside Australia, we make no representations as to the compliance of our Website with the laws of other jurisdictions.
- (d) Your use of the Website and Services is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of such, including sending you electronic notices.
- (e) The provisions of these Terms of Use which by their nature survive termination or expiry of these Terms of Use will survive cancellation of your use of the Website or termination or expiry of these Terms of Use.
- (f) The entire agreement between you and us governing your use of our Website and Services consist of:
  - i. these Terms of Use;
  - ii. our **Privacy Policy**; and
  - iii. where we make a certain product offer, the terms applicable to that offer.

In the event of an inconsistency between a term of any two or more of the above listed documents, the term contained in the document listed higher in order will apply to the extent of the inconsistency.

**12. Contacting us**

If you wish to contact us please email us at: [info@golfpl.com.au](mailto:info@golfpl.com.au)