

PRO GOLF EXPERIENCES – TERMS AND CONDITIONS

1. USER AGREEMENT

1.1 The Agreement

1.1.1 This Agreement is formed between you, the user of this Website (**User**), and Pro Golf Experiences Pty Ltd (ACN 157 892 272) (**Pro Golf Experiences**).

1.1.2 Pro Golf Experiences may amend this Agreement at any time and such amendments shall be effective immediately upon publishing the amended terms on this Website. It is recommended that the User checks these terms and conditions from time to time, particularly prior to completing a purchase from this Website.

1.1.3 Pro Golf Experiences warrants that it will provide its goods or services with due care and skill.

1.2 Acceptance

In order to accept this Agreement, you must complete the Participant Acceptance Form and return it to Pro Golf Experience by postal address or by email.

2. PRO GOLF PACKAGES

2.1 The Packages

2.1.1 Pro Golf Experiences provides travel packages to Pro-am events, professional events and social golf rounds in Australia and the Asia Pacific region (the **Package**).

2.1.2 Pro Golf Experiences may use the goods and services of any third party suppliers (**Third Party Suppliers**) to fulfil a component of the Package.

2.1.3 The purchase of any and all Packages is at all times subject to the terms and conditions contained in this Agreement and any terms and conditions of Third Party Suppliers of the Package or components of the Package.

2.1.4 Pro Golf Experiences is not a tour operator and do not provide guided tour services. Users may undertake whatever additional activities they wish during the Package, however, Pro Golf Experiences will not be responsible or liable and will not provide refunds in the event that such activities interfere with the Package.

2.2 Travel insurance

2.2.1 **RECOMMENDATION:** Pro Golf Experiences recommends that all Users (or recipients of a Package) who purchase and/or participate in a Package obtain adequate travel insurance policy.

2.2.2 Upon participation in a Package, the User (or recipient of a Package) warrants and agrees that:

- (a) The User (or recipient of a Package) has obtained a valid travel insurance policy for the full duration of the Package;
- (b) Pro Golf Experience shall not be responsible for any damages, loss or liability, direct or indirect, as a result of the User having not obtained valid travel insurance; and
- (c) Pro Golf Experiences shall not be responsible or liable for any event or loss that would have otherwise been covered by the User's insurance policy.

2.3 Invitation to treat

2.3.1 The offer of Packages on this Website is an invitation to treat only, and does not constitute an offer to sell or guarantee the availability of Packages.

2.3.2 Purchases placed by the User on this Website are offers to purchase a Package pursuant to this Agreement and any specific terms and conditions of Third Party Suppliers.

2.3.3 To make a purchase on this Website, you must be over 18 years of age.

2.3.4 Pro Golf Experiences reserves the right to accept or reject the User's offer to purchase a Package for any or no reason and without explanation, including but not limited to::

- (a) The unavailability of any good or service or deal/feature;
- (b) An error in the price or product description; or
- (c) An error in your order;

and if your order is rejected or not accepted, Pro Golf Experiences will provide a full refund of any payment received.

2.3.5 Once a Package has been purchased, the transaction cannot be cancelled.

2.3.6 Where a Package is purchased as a gift or otherwise for a third party, the User remains liable for payment and responsible for compliance by that third party with Pro Golf Experiences's terms and conditions.

2.3.7 Subject to clause 4, Packages cannot be exchanged or redeemed for cash.

2.3.8 The Packages cannot be combined with any other gift certificates, vouchers or promotions unless otherwise specified by Pro Golf Experiences.

2.3.9 Expired Packages are non-refundable (in whole or in part), after which they are invalid and will not be honoured by Pro Golf Experiences.

3. PRICE AND PAYMENT

3.1.1 The prices of Packages, goods or services and other charges are shown in Australian dollars and include GST (if applicable).

- 3.1.2 The User must pay in full at the time of booking. All payments must be received in full prior to a Package being issued.
- 3.1.3 Upon payment, the User warrants that they agree to the complete terms and conditions.
- 3.1.4 Details of the Package and a receipt confirming payment will be issued to the email address provided by the User upon purchase.
- 3.1.5 If no email address has been provided, the receipt confirming payment will be sent to the postal address provided by the User upon purchase.

4. CANCELLATION AND REFUNDS POLICY

- 4.1.1 In the event of cancellation or any other request for refund, the User acknowledges that refunds may not be available for those components of the Package provided by a Third Party Supplier, and agrees that Pro Golf Experiences shall not be responsible or liable to refund those components of the Package.
- 4.1.2 Pro Golf Experiences will not issue refunds where:
 - (a) The User has changed their mind;
 - (b) The User or recipient is unable to use the Package;
 - (c) Pro Golf Experiences otherwise concludes that the User's refund request is invalid.
- 4.1.3 Any requests or inquiries in respect of this policy must be submitted to info@progolfoxperiences.com.au with the Package receipt number and a detailed description of the request/inquiry. Pro Golf Experiences may request further information if required.
- 4.1.4 Pro Golf Experiences may verify the details of such a request or inquiry with any Third Party Suppliers.
- 4.1.5 Any refund issued is not an admission of liability by Pro Golf Experiences.

5. WARRANTIES, DISCLAIMER AND INDEMNITIES

5.1 General Conditions

Pro Golf Experiences complies with Australian consumer law in respect of guarantees and warranties for the products and services it provides. The User acknowledges and agrees that:

- (a) Offers advertised on an Australia-wide basis may not necessarily operate in remote areas;
- (b) If the User cancels their booking, the User may incur a cancellation fee, payable to Pro Golf Experiences;

- (c) Cancellation at short notice may result in the cancellation of the Package without a refund if Pro Golf Experiences is unable to fill the User's booking;
- (d) Pro Golf Experiences reserve the right to cancel and reschedule the User's Package due to unforeseen circumstances, and Pro Golf Experiences cannot be held liable for such rescheduling, including any expenses for travel, accommodation or any other expenses whatsoever incurred by the User or any other person.
- (e) Pro Golf Experiences relies on the information supplied to it by Third Party Suppliers and does not independently check the information provided;
- (f) The opinions and views expressed on this Website are provided for general use and may not be appropriate for the User's particular circumstances, and the User is advised to make all necessary enquiries before acting on any information contained on this Website;
- (g) Images on this Website are intended to be indicative only of the goods or services, venues and locations at which services may be provided, and may not be applicable to you.

5.2 Third Party Suppliers

The User acknowledges and agrees that:

- (a) Where Third Party Suppliers are responsible for the Package or components of the Package, Pro Golf Experiences is not the direct provider or manufacturer of and not responsible for those goods or services comprising the Packages. Therefore, the Third Party Supplier accepts responsibility for compliance with Australian consumer law in respect of those goods and services;
- (b) It is the User's responsibility to make all necessary enquiries and take any action the User deems necessary prior to purchasing your Package, including:
 - (i) Whether the Third Party Supplier has any conditions, including minimum age or other restrictions;
 - (ii) If the User requires insurance or requires the Third Party Supplier to be insured prior to proceeding with any goods or services; or
 - (iii) Whether a booking for the service can be made at short notice;
- (c) The User will be deemed to have accepted any Third Party Supplier's own terms and conditions as at the time of purchase of the Package.

5.3 Limited Liability Generally

5.3.1 The User acknowledges and agrees that:

- (a) Neither Pro Golf Experiences nor Third Party Suppliers are responsible for lost or stolen Package confirmation receipts or fraudulent use of a Package's unique reference number;
- (b) To the fullest extent permissible at law, Pro Golf Experiences accepts no liability (including for direct or indirect loss or damage) for any act, omission or default of any Third Party Supplier or other third party, including but not limited to:
 - (i) Lost or damaged baggage or belongings;
 - (ii) Missed, delayed or cancelled flights;
 - (iii) Cancelled or postponed golf events; or
 - (iv) Any other loss or event beyond the control of Pro Golf Experiences,

and where such liability cannot be excluded, Pro Golf Experiences's liability is limited to the minimum remedies required at law;

- (c) To the fullest extent permissible at law, Pro Golf Experiences makes no guarantee, warranty or representation regarding the standard of any goods or services to be provided by the Third Party Suppliers;
- (d) Where any law implies a warranty into this Agreement which may not be lawfully excluded, then to the fullest extent permissible at law:
 - (i) Our liability for breach of such a warranty will be limited to the minimum remedy provided by law; and
 - (ii) That liability will not exceed the price paid to Pro Golf Experiences by the User for the Package in question;
- (e) In the event that Pro Golf Experiences suffer any loss or damage as a result of a transaction entered into by a minor, Pro Golf Experiences reserves the right to take legal action and seek compensation from the parents or guardians of the minor who caused the transaction to be placed.

5.3.2 To the fullest extent permissible at law, Pro Golf Experiences does not accept any responsibility and excludes all liability to the User or anyone else, whether in contract, tort, or otherwise, for loss or damage of any kind (however arising), including but not limited to liability due to:

- (a) Failures in relation to the merchantability, quality or fitness for any purpose of any goods or services offered;
- (b) Any goods or services provided by Third Party Suppliers that may be of inherently risky or dangerous nature or require specific skills or qualifications to be possessed by you;
- (c) Making enquiries in relation to or obtaining insurance in respect of any goods or services offered by a Third Party Supplier;

- (d) A Package not being received by the User due to circumstances outside of our reasonable control, for example, because the email was blocked by a firewall or filter, or where the User provided us with the wrong email address;
- (e) Any delay or failure to fulfil any of its obligations under this Agreement by reason of caused directly or indirectly by an act of God, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions or natural disaster, power shortage, strike, lockout, blockade or other labour difficulty or industrial action, epidemic, quarantine, radiation, radioactive contamination, government or parliamentary restriction, import or export regulation, are not reasonably foreseeable by Pro Golf Experiences, are beyond the reasonable control of Pro Golf Experiences and are such that, even with the exercise of prudent practices, Pro Golf Experiences would not be able to prevent or overcome the effect of the force majeure on the performance of Pro Golf Experiences's obligations under this Agreement.

5.4 Recreational risks

5.4.1 **WARNING:** As a requirement of participation, the User warrants and agrees that:

- (a) The Packages include recreational activities that inherently involve physical exertion and therefore carries the risk of physical or other injury;
- (b) The User's participation in all and any Packages is at their own risk;
- (c) They have sought any necessary medical advice before participating in the Package, including but not limited to for prior or existing medical conditions and potential health risks arising from such participation.

5.4.2 Pursuant to section 139A of the Competition and Consumer Act 2010 (Cth), to the fullest extent permissible at law, Pro Golf Experiences shall not be responsible or liable in the event of death or physical or mental injury of any nature caused directly or indirectly by the User's participation in a Package, by a negligent act of a Third Party Supplier, or by a negligent act of Pro Golf Experiences.

5.4.3 Pro Golf Experiences shall not be responsible or liable in the event of death or physical or mental injury of any nature caused directly or indirectly by the User's own negligence, including but not limited to intoxication or any other incapacity.

6. GENERAL CONDITIONS

6.1.1 Pro Golf Experiences may assign, transfer, novate, and otherwise deal in any manner with, all or any part of the benefit of this Agreement and any of its rights, remedies, powers, duties and obligations under this Agreement to any person or corporation, without the consent of the User.

- 6.1.2 Pro Golf Experiences shall not be liable for any delay in performing any of obligations under this Agreement if such a delay is caused by circumstances beyond our reasonable control.
- 6.1.3 This Agreement is governed by and construed in accordance with the laws in force in the State of Queensland and each party submits to the non-exclusive jurisdiction of the courts of that State.
- 6.1.4 If any provision of this Agreement offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:
- (a) Where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - (b) In any other case the offending provision must be severed from this Agreement in which event the remaining provisions of the Agreement operate as if the severed provision had not been included.
- 6.1.5 Unless this Agreement expressly provides otherwise, a party has no right of set-off against a payment due to another party.
- 6.1.6 A failure, delay, relaxation or indulgence by Pro Golf Experiences in exercising any power or right conferred on Pro Golf Experiences by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.