



## CONDITIONS OF ENTRY

1. Sogo Sports Pty Ltd (ACN 605 668 228) of Unit 2 31-39 Elamang Ave Kirribilli NSW 2061 trading as SOGO GOLF (**SOGO Golf**) administers, operates and promotes the Sogo Golf Competitions and may offer certain goods and services in conjunction with or in addition to the Sogo Golf Competitions.
2. In no way is Apple Inc. involved in or related to any competition, contest or sweepstake provided by SOGO Golf.
3. All sponsors of the Sogo Golf Competitions will be advertised on the Website of SOGO Golf from time to time (**Sponsors**).
4. All members are deemed to have accepted these Conditions of Entry ("**Conditions of Entry**") when they participate in any Sogo Golf Competitions (whether as a Contestant or a Player Partner), use the Sogo Portal or otherwise use any goods or services offered by SOGO Golf.
5. All capitalized terms in these Conditions of Entry have the meanings set out in the "Definitions" section of these Conditions of Entry, unless the context requires otherwise.
6. Information on how to enter, rules of competitions and Prizes as published on the Website of SOGO Golf from time to time forms part of the Conditions of Entry and prevails over these Conditions of Entry to the extent of any inconsistencies. Please check the Website regularly for latest news for the Sogo Golf Competitions.
7. SOGO Golf has absolute discretion in relation to the conduct of the Sogo Golf Competitions, including decisions in relation to eligibility of entry, the Verification Procedures, the Sogo Rules, determination and acceptance of scores, determination of winners and Prizes. All Contestants agree to be bound by all decisions of SOGO Golf with respect to the conduct of the Sogo Golf Competitions.

### Eligibility

8. Entry to a Sogo Golf Competition is open to members of SOGO Golf only. To become a member of SOGO Golf, a person must:
  - (a) be a real person and over 18 years old. All persons under 18 years old must obtain consent from his or her parent or legal guardian;
  - (b) complete and submit an application form to SOGO Golf via the Sogo Portal;
  - (c) provide SOGO Golf with his or her existing GA Handicap information (where applicable); and
  - (d) pay the required fee (where applicable).
9. All membership applications are subject to approval by SOGO Golf, which may be granted or withheld in SOGO Golf's sole discretion. SOGO Golf may by notice to a member restrict, suspend or terminate his or her membership at any time, without notice, if a member is in breach of these Conditions of Entry or any other terms or policies of SOGO Golf.
10. A person must not use a false identity to apply to SOGO Golf for membership, or falsely state, impersonate or otherwise misrepresent his or her identity (or allow another person to do so) when using or enjoying the goods and services available under the SOGO Golf membership (including participating in a Sogo Golf Competition). A member is entirely responsible for all use and activities under his or her membership account.
11. To enter a Sogo Golf Competition, a member must:
  - (a) prior to the commencement of the Competition Period for that Sogo Golf Competition:
    - (i) select the Sogo Golf Competition via the Sogo Portal; and
    - (ii) have purchased and redeemed the Token(s) required for the Sogo Golf Competition.



- (b) obtain the agreement of another individual to be Playing Partner for the member in the Sogo Golf Competition and the Playing Partner's consent to disclose his or her personal information to SOGO Golf;
- (c) submit and ensure all required information (including the information of the Playing Partner and the required pre-round and post-round information) undergoes the applicable Verification Procedures as required by SOGO Golf;
- (d) play a game of golf at a Sogo Approved Course in the presence of a Playing Partner in accordance with the Sogo Rules during the Competition Period for that Sogo Golf Competition; and
- (e) submit the required information (verified in accordance with the required Verification Procedures) to SOGO Golf within two (2) hours after the closing of the Competition for that Sogo Golf Competition.

The above entry requirements are subject to clause 4 of these Conditions of Entry.

- 12. A Playing Partner wishing to enter into a Sogo Golf Competition must become a member of SOGO Golf and enter the Sogo Golf Competition in his or her own capacity in accordance with clause 8. Contestants may be Playing Partners of each other.
- 13. SOGO Golf records as to the time of receipt of information by a member with respect to the Sogo Sport Competition (including the redemption of Tokens and the submission of required information) are final and conclusive. SOGO Golf is not and will not be obliged to consider entries that are late, lost, incomplete, not received, incorrectly submitted, delayed, illegible, corrupted or misdirected for whatever reason.
- 14. Subject to clause 48, in the event a Contestant is unable to submit the required information within the required timeframe for a Sogo Golf Competition solely and directly due to a malfunction or fault of the Sogo Portal (other than, for the avoidance of doubt, any interruption, delay in operation or transmission or any communications line or telephone or mobile or satellite network failure) and the Sogo Golf Competition is a Weekly National Competition, SOGO Golf may, at its discretion and where possible, include the results in the next available Weekly National Competition. This clause does not apply to any other Sogo Golf Competitions.
- 15. SOGO Golf may limit the number of members entering a Sogo Golf Competition. For some Sogo Golf Competitions, SOGO Golf may also require a member to satisfy additional eligibility criteria for entry. These will be published on the Website or notified to member via the Sogo App, but may include (but not limited to):
  - (a) for Sogo Golf Competitions a level of achievement in pre-qualifying Sogo Golf Competitions;
  - (b) the length of term of Sogo membership; and
  - (c) attendance at Sogo Approved Courses inside or outside of Australia.

SOGO Golf may at its discretion invite a member to compete in a Sogo Golf Competition and waive certain eligibility criteria for the member.

## **Tokens**

- 16. Tokens may be purchased via the Sogo Portal subject to the terms of use for the Tokens.
- 17. Subject to clause 50, all Tokens are supplied by SOGO Golf subject to the following terms of use:
  - (a) all Tokens are valid for 18 months from the date of purchase. Any unused Tokens will not be refunded or credited upon expiry;
  - (b) all Tokens are personal to the member and non-transferable. Tokens must be redeemed via the Sogo Portal for entry into a Sogo Competition by that member; and
  - (c) Tokens purchased may not be redeemed for cash or returned for a cash refund except otherwise agreed by SOGO Golf or required by law.
- 18. The price and entitlements of the Tokens are published on the Sogo Portal and form part of the terms of use for the Tokens. All prices are inclusive of GST.



## Participating in the Sogo Golf Competitions

19. All Sogo Golf Competitions are conducted in accordance the respective Sogo Rules. The Sogo Rules for each type of Sogo Golf Competition are set out in separate documents which can be accessed at the Website, the Sogo App, or by clicking [here](#). All Contestants must follow the Sogo Rules when participating in a Sogo Golf Competition.
20. SOGO Golf has no control over the conduct of any games in a Sogo Golf Competition physically. Each Contestant and Playing Partner must exercise due care in the Approved Sogo Course or otherwise participating in the Sogo Golf Competitions.
21. Each member (whether acting as a Contestant or Playing Partner) agrees that he or she participates in the Sogo Golf Competitions entirely at his or her own cost and risk. Any costs (such as costs associated with obtaining time off from work) incurred by a member for participation in Sogo Golf Competitions and related events is entirely the member's responsibility.
22. Unless otherwise stated in these Conditions of Entry, SOGO Golf will not be responsible or liable to a member, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with or arising out of the member participating in a Sogo Golf Competition (either as a Contestant or a Playing Partner), whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise.
23. All information (including the scores) required to be verified for a Sogo Competition must be verified in accordance with the Verification Procedures and submitted to SOGO Golf electronically via the Sogo Portal by the Contestant in accordance with the timeframes specified in clause 11.
24. SOGO Golf relies on the integrity of each Contestant and Playing Partner to play and submit his or her scores and other information in accordance with the Sogo Rules. By submitting the scores and other information for a Sogo Golf Competition, a Contestant warrants that the information is true and accurate and where applicable, have been verified by the designated Playing Partner in accordance with the Verification Procedures for that Sogo Golf Competition.
25. SOGO Golf reserves the right to verify independently the validity of all entries of scores and other information. All members must assist SOGO Golf to verify the information in good faith and to the best of his or her knowledge, including by reporting to SOGO Golf, to the extent that a member is aware of, any cheating behaviours or activities that are in breach, contrary or inconsistent to the Sogo Rules. SOGO Golf may refuse to accept scores submitted by a Contestant if the scores are reasonably considered by SOGO Golf to be unacceptable in its discretion.
26. SOGO Golf may at its sole discretion, disqualify at any time, a Contestant from participating in any Sogo Golf Competition or for the award of a Prize whom it believes:
  - (a) tampers with the entry process or engages in conduct which may jeopardise the fair and proper conduct of the Sogo Golf Competition or otherwise not acted in good faith with respect to the Sogo Golf Competition;
  - (b) engages in conduct which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of a Sogo Golf Competition, SOGO Golf, its Related Bodies Corporate or the Sponsors;
  - (c) is not in a mental or physical condition to be able to participate in the Sogo Golf Competition;
  - (d) is in breach of these Conditions of Entry; or
  - (e) serious misconduct towards other golfers, the course or any person or property during the Sogo Golf Competition.
27. Each member, whether acting as Contestant or a Playing Partner warrants that:
  - (a) he or she will comply with all the applicable laws, regulations, procedures and policies when participating in all Sogo Golf Competitions, including all regulations, procedures and policies of any party (such as golf clubs) applicable to the Sogo Approved Course where the Sogo Golf Competition is played;
  - (b) his or her participation in the Sogo Golf Competition does not place him or her in breach of any rules, regulations, policies or arrangements with any third party, including the golf clubs owning, operating or otherwise associated with the Sogo Approved Course;



- (c) he or she will participate in the Sogo Golf Competition (as a Contestant or a Playing Partner as applicable) in accordance with these Conditions of Entry and the Sogo Rules;
- (d) he or she will comply with all rules and policies with respect to the use of mobile electronic devices in the Sogo Approved Course;
- (e) he or she has obtained the consent of his or her Playing Partner to be "Playing Partner" for the Sogo Golf Competition, and for disclosing the Playing Partner's personal information to SOGO Golf;
- (f) all information submitted by him or her to Sogo Golf, including the scores of any Sogo Golf Competition in which he or she is participating is accurate, determined and verified by a Playing Partner in accordance with the Sogo Rules and the Verification Procedures; and
- (g) he or she will comply with all terms of use for the Sogo Portal.

## **Prizes and Winners**

- 28. The minimum Prize for each Sogo Golf Competition (if any) will be advertised on the Website prior to the commencement of the Competition Period for that Sogo Golf Competition. SOGO Golf will retain the right to increase the number of prizes in any Sogo Golf Competition at their absolute discretion.
- 29. Subject to clauses 25 and 26, SOGO Golf will determine the winners for each Sogo Golf Competition in accordance with the scores submitted by all Contestants of the Sogo Golf Competition. No correspondence or negotiation will be entered into with respect to the result of any Sogo Golf Competitions.
- 30. Winners of Sogo Golf Competitions will be published on the Website and each winner notified via the Sogo App and/or by email.
- 31. The Prizes will be delivered to an address nominated by the winner. Once the Prize has left the premises of SOGO Golf, its Related Bodies Corporate or Sponsors, SOGO Golf, its Related Bodies Corporate and Sponsors take no responsibility for the Prize, whether damaged, delayed or lost in transit.
- 32. If any Prizes remain unclaimed or are unable to be delivered within 2 months after the notification to the winner in accordance with clause 30, SOGO Golf will deal with such unclaimed or uncollected Prizes according to legislative requirements or in its discretion.
- 33. All Prizes may not be transferred, exchanged or redeemed for cash. If a Prize is unavailable, for whatever reason, SOGO Golf reserves the right to substitute the Prize for a prize of equal or greater value, to the extent permitted by law. Prize values are the recommended retail value as provided by the supplier, and are correct at the time of printing. SOGO Golf accepts no responsibility for variation in Prize value.
- 34. It is a condition of accepting the Prize that the winner must comply with all conditions of use for the Prize and the Prize supplier's requirements.
- 35. SOGO Golf is not obliged to provide a Prize to a winner if the winner is or will be prevented or prohibited from using or otherwise enjoying the Prize by any law, has not complied with these Conditions of Entry or has not complied with any other reasonable request of SOGO Golf relating to the Sogo Golf Competitions. Where SOGO Golf becomes aware that the winner has not complied with any of the above, the winner will be required to return, refund or otherwise make restitution of the Prize.
- 36. Before SOGO Golf releases a Prize to a winner, the winner must sign all documentation requested by and in a form acceptable to SOGO Golf, including without limitation documentation releasing and indemnifying SOGO Golf in respect of any liability that may arise in connection with the Sogo Golf Competition or the winner's acceptance and use of the Prize.

The winner will forfeit his or her Prize if the winner is not able to or does not agree to comply with the above conditions.



37. All Prizes are accepted entirely at the risk of the winner. SOGO Golf disclaims all liability arising from or in connection with Prizes, and claims arising from the use or misuse of any Prize. To the extent permitted by law, SOGO Golf expressly excludes all representations, warranties, guarantees and conditions in connection with any Prize, including those as to its value, benefit, merchantability and fitness for purpose.
38. SOGO Golf accepts no responsibility for any tax implications that may arise from the Prize. Independent financial advice should be sought by the winners.

## **Promotional Activities**

39. Each Contestant agrees to participate in advertising or promotional activities organized by SOGO Golf, its Related Bodies Corporate or its Sponsors, including but not limited to being interviewed, photographed or filmed in connection with the Sogo Golf Competition and/or the winning of any Prize. Winners of a Sogo Golf Competition may be required to be available for advertising or promotional activities. SOGO Golf will own all property (including intellectual property such as copyright) in all written material, photographs, images, recordings, films, broadcasts and published editions created or otherwise arising in or from the advertising or promotional activities.
40. Each Contestant consents to SOGO Golf, its Related Bodies Corporate or the Sponsors of the Sogo Golf Competitions using, publishing, broadcasting or otherwise disclosing his or her name, image and voice and statements made by the Contestant or Member, as recorded, photographed or filmed in any advertising or promotional activities organized by SOGO Golf, its Related Bodies Corporate or the Sponsors, in any media throughout the world. The Contestant will not be entitled to receive any payment for such use.
41. SOGO Golf may communicate or publish information of the Sogo Golf Competition on social media websites, however, the Sogo Golf Competitions are not sponsored, endorsed or administered by, or associated with such social media websites, unless otherwise indicated. Any questions, comments or complaints about the Sogo Golf Competition must be directed to SOGO Golf and not on the social media websites.

## **Accessing and Using the Sogo Portal**

42. Upon the acceptance of a membership application by SOGO Golf under clause 8, SOGO Golf grants to the member from the date of acceptance a limited, non-exclusive, non-transferable licence to access and use the Sogo Portal hosted or provided by SOGO Golf during the term of membership and subject to these terms.
43. SOGO Golf will use reasonable efforts to provide its members with access to the Sogo Portal via the internet. Each member agrees that access to and use of the Sogo Portal may be temporarily suspended for scheduled or urgent server maintenance work or for other reasons beyond our reasonable control.
44. SOGO Golf will use reasonable endeavours to ensure that all information and results successfully submitted to SOGO Golf via the Sogo Portal is backed-up at regular intervals, but cannot guarantee such back-ups. Subject to the above, all backup of the member's information is the responsibility of the member.
45. Each member agrees at all times to access and use the Sogo Portal and the services provided by SOGO Golf in accordance with:
  - (a) these Conditions of Entry and the Privacy Policy of SOGO Golf which forms part of these terms;
  - (b) all applicable laws, including without limitation, laws in connection with privacy, intellectual property, defamation, discrimination, vilification and obscenity, and all relevant regulatory requirements; and
  - (c) notices made available on the Sogo Portal concerning the Sogo Portal, the Sogo Golf Competitions, or the goods or services of SOGO Golf.



46. All intellectual property in and to the Sogo Portal (including any development, modification, adaptation, enhancement or improvement of the Sogo Portal) and all trade marks (registered and unregistered) used by SOGO Golf in connection with the Sogo Portal or the goods or services offered by SOGO Golf belongs to SOGO Golf. Apart from the permitted use under these terms, a member acquires no right, title or interest in or to Sogo Sport's intellectual property by virtue of these terms. Apart from accessing the Sogo Portal on the internet or via a mobile device, none of its source or object codes will be made available to the user of the Sogo Portal.
47. Each member must not:
- (a) collect, use, duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rent, lease, loan, trade, rebrand, or otherwise transfer any content found on the Sogo Portal except as permitted in these terms or as expressly authorised by us;
  - (b) utilise any content viewed on or obtained from the Sogo Portal to provide any commercial service that is competitive with SOGO Golf;
  - (c) acquire, download, reproduce, or install the Sogo Portal, in whole or in part, on any computer equipment other than in the course of use permitted under these terms;
  - (d) sell, lease, license, sub-license, rent, loan, timeshare, encumber, provide, disclose, distribute or otherwise transfer or make available to, or permit use of the Sogo Portal, in whole or in part, to any third party;
  - (e) decompile, disassemble, reverse engineer, attempt to derive the source code for, modify, adapt, translate or copy any software, applications or features of the Sogo Portal, in whole or in part; or develop any software or applications or create derivative works based upon any component of the Sogo Portal;
  - (f) remove, tamper with, seek to override or otherwise interfere with any security or technological protection measure forming part of the Sogo Portal;
  - (g) remove, obliterate, or obscure from view any copyright, trade mark or confidentiality notice or legend appearing on or within the Sogo Portal;
  - (h) create a deep-link to any component in the Sogo Portal for any purpose unless expressly authorised in writing by SOGO Golf;
  - (i) use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Sogo Portal, and must not use such processes to download or access Sogo Sport's contact information or any other user of the Sogo Portal;
  - (j) access, via automated or manual means or processes, the Sogo Portal for purposes of monitoring its availability, performance or functionality or for any competitive purpose;
  - (k) engage in "framing," "mirroring" or otherwise simulating the appearance or the function of any component or interface of the Sogo Portal, unless expressly authorised in writing by SOGO Golf;
  - (l) attempt to or actually access the Sogo Portal by any means other than through the interfaces provided by the Sogo Portal;
  - (m) remove, cover or otherwise obscure any form of advertisement included on the Sogo Portal; or



- (n) interfere with or disrupt the availability of the Sogo Portal, including but not limited to any servers or networks connected with the Sogo Portal.
48. Subject to clauses 50 and to the extent permitted by law SOGO Golf does not warrant that:
- (a) any use of the Sogo Portal will not infringe the intellectual property rights of third parties;
  - (b) the Sogo Portal will be error free or that its use will be uninterrupted;
  - (c) the Sogo Portal will operate in combination with other software or any particular equipment, or other system; or
  - (d) the Sogo Portal will provide any function other than expressly described on the Website with respect to the Sogo Portal.
49. Without limiting any other provision of these terms, if the Sogo Portal infringes or is alleged to infringe the intellectual property rights of any third party, SOGO Golf may at its discretion, modify or re-work the Sogo Portal so that such infringement is removed; procure the right for a member to continue enjoying the benefit of the Sogo Portal in accordance with these terms; suspend the services or access to the Sogo Portal; or otherwise terminate the licence granted under clause 42 to access the Sogo Portal upon immediate written notice to the member without liability.

## **Warranties and Limitation of Liability**

50. Nothing in these Conditions of Entry limits, excludes, restricts or modifies the application of any legislation which by law cannot be limited, excluded, restricted or modified. Where the member is a "consumer" under the Australian Consumer Law, SOGO Golf gives the Consumer Guarantees to the extent required by the Australian Consumer Law to the member with respect to the goods and services offered by it, including in relation to the Sogo Golf Competitions or the use of the Sogo Portal.
51. Subject to clause 50 and to the maximum extent permitted by law, all conditions, warranties, terms, guarantees and obligations expressed, implied or imposed by law or otherwise relating to the performance of SOGO Golf's obligations in connection with the Sogo Golf Competitions, the Prizes or the Sogo Portal are excluded.
52. Subject to clauses 50 and 51 and to the extent permitted by law:
- (a) SOGO Golf, its Related Bodies Corporate and Sponsors will not be liable to any member however arising and under any cause of action or theory of liability, in respect of special, indirect or consequential loss of damage, personal injury, any loss of profit or opportunity (including loss of opportunity to participate in any Sogo Golf Competitions), any interruption of access to or loss of the member's information arising out of or relating to the Sogo Portal, the Sogo goods and services or these Conditions of Entry (including claims arising out of the use or not being able to use or any defect in any software, application or features in the Sogo Portal) or otherwise; whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise, even if SOGO Golf has been advised of the possibility of such loss;
  - (b) Sogo Sport's liability for any claim arising from a breach of warranty or Consumer Guarantee under these Conditions of Entry is limited, to the extent permitted by law, at the option of SOGO Golf, to the repair or replacement of the goods, the re-supply of those services or the payment of the cost of re-supplying those services; and
  - (c) Sogo Sport's total liability to a member under or in relation to this agreement however arising, including under contract, tort (including negligence), under statute or otherwise, arising out of any act, omission or event or connected series of acts, omissions or events will not exceed in aggregate the total amount paid by the member under these Conditions of Entry.
53. Each member releases and indemnifies SOGO Golf, its Related Bodies Corporate and Sponsors and their respective officers, employees, consultants and agents from and against all actions,



claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the member, whether at common law, in equity or pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential financial loss) arising out of the member participating in the Sogo Golf Competitions (as a Contestant or a Player Partner) or the acceptance of any Prize, and from and against all damages, reasonable costs and expenses incurred in satisfying, defending or settling any such claim, proceeding or demand.

54. SOGO Golf has no control over the internet, telecommunications or other networks or lines including any outages, computer viruses or bugs or server problems, and accepts no responsibility for delays, loss or data, loss of information, inability to enter or play the Sogo Golf Competitions associated with them whatsoever. Without limiting any limitation of liability in these Conditions of Entry, SOGO Golf will not be liable to any member or otherwise, for:
- (a) any incorrect or inaccurate information caused by the equipment or programming associated with or used for entry into a Sogo Golf Competition; or
  - (b) any technical error that may occur in the course of administering a Sogo Golf Competition, including any omission, interruption, deletion, defect, delay in operation or transmission of any communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorized access to the Sogo Portal.

## General

55. The Sogo Golf Competitions are a game of skill and chance plays no part in determining the winners.
56. SOGO Golf owns all property (including intellectual property such as copyright) and related rights in and to:
- (a) the Website and the Sogo App including without limitation rights in software, databases and any data and related content on the Website and Sogo App (except for any third party rights);
  - (b) all trade marks (whether registered or unregistered), trade names, trade dress used on the Website or the Sogo App;
  - (c) the domain name for the Website; and
  - (d) all materials (in any form) submitted to the Website or the Sogo App, or which otherwise arises in connection with the Sogo Golf Competition.
57. SOGO Golf collects personal information in order to provide goods and services to members including the conduct of Sogo Golf Competitions. By participating a Sogo Golf Competition (as a Contestant or a Player Partner), each member consents to his or her personal information being collected, used, managed and disclosed in accordance with [Sogo Sport's Privacy Policy](#) and these [Conditions of Entry](#). Where required by law, personal information may be disclosed to relevant government agencies and departments and names of winners may be published in accordance with legislative requirements.
58. If a Sogo Golf Competition is not capable of being conducted or concluded as planned by SOGO Golf due to causes beyond the reasonable control of SOGO Golf (including but not limited to an act of God, fire, lightning, explosions, flood, subsidence, act of terrorism, insurrection or civil disorder or military operations, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences or authorities, strikes, lock-outs, infection by computer virus, tampering, unauthorized intervention, fraud, technical difficulties or industrial disputes of any kind), SOGO Golf reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Sogo Golf Competition to the extent permitted by law.





## Definitions

59. In these Conditions of Entry:

**Competition Period** means, in relation to a Sogo Golf Competition, the period during which the Sogo Golf Competition takes place, as published on the Website or notified to a member via the Sogo App.

**Consumer Guarantees** means the guarantees required by the Australian Consumer Law with respect to any goods or services supplied to a “Consumer” as this term is defined in the Australian Consumer Law.

**Contestant** means, in relation to a Sogo Golf Competition, a member of SOGO Golf who has a valid entry into the Sogo Golf Competition.

**Golf Australia** means the organisation “Golf Australia” being the governing body for golf in Australia.

**GA Handicap** means, in relation to a golf player, a handicap determined in accordance with the “GA Handicap System” published and updated by Golf Australia, and recorded with Golf Link.

**Golf Link** means the Australian national computerised handicap system operated and provided by Golf Australia and Golf Link Partners Australia via a website called Golf Link ([www.golf.org.au](http://www.golf.org.au)) which records handicap information for golf players registered with Golf Link.

**Playing Partner** means an individual with a current active GA Handicap (who may or may not be a member of SOGO Golf) nominated by a Contestant to verify the scores of the Contestant in a Sogo Golf Competition in accordance with the relevant Verification Procedures.

**Prize** means an award given to a Contestant winning a Sogo Golf Competition as advertised on the Website for the Sogo Golf Competition from time to time.

**Related Bodies Corporate** has the meaning as defined in the *Corporations Act 2001* (Cth)

**Sogo Portal** means the e-portal with software, application or other features allowing members to participate in a Sogo Golf Competition and includes the Sogo App and the all relevant software and features of the Website.

**Sogo App** is a proprietary software application developed and made available by SOGO Golf, downloadable to a mobile telecommunication device.

**Sogo Approved Course** is a golf course with a slope rating recognised by Golf Australia, or otherwise a golf course stipulated by SOGO Golf for particular Sogo Golf Competitions.

**Sogo Golf Competition** is a golf competition that may be entered and played by a member of SOGO Golf via the Sogo App and may include any of the competitions below:

- (a) a Weekly National Competition;
- (b) a Monthly Competition;
- (c) an Annual Competition;
- (d) Sogo Majors;
- (e) Any other competition hosted by SOGO Golf as described from time to time on the Sogo Website or Sogo App

**Sogo Rules** means, in relation to a Sogo Golf Competition, the rules which apply to the Sogo Golf Competition as published on the Website or may be accessed via the Sogo App, as updated by SOGO Golf from time to time. For the avoidance of doubt, different Sogo Rules may apply to different Sogo Golf Competitions.

**Token** means a token available for sale on the Website or via the Sogo App to members of SOGO Golf, which may be redeemed for a single round of nine hole golf game for the purpose of entry into a Sogo Golf Competition, subject to the Token’s terms of use published on the Website. Some Sogo Golf Competitions may require the redemption of additional Tokens.

**Verification Procedures** means the verification procedures published on the Website, including the pre-round and post-round verification procedures using the Sogo App or in connection with



**SOGO GOLF**  
Make every round count

the submission of the score cards.

**Website** means the website of SOGO Golf, currently at [www.sogo.golf](http://www.sogo.golf) and as updated by SOGO Golf from time to time.