

## **MIRACLE BABIES FOUNDATION 2011 NSW ANNUAL CHARITY GOLF DAY HOLE IN ONE COMPETITION**

Golfers will have the opportunity to win a brand new Renault Megane Hatch Dynamique by hitting a Hole in One from the Competition Tee (186m from the Black Marker & 160m from the Gold Marker) after play commences on Friday, 25 November 2011 on the 6th green.

To enter, simply register for the 2011 Miracle Babies Annual NSW Charity Golf Day.

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### **TERMS AND CONDITIONS OF ENTRY FOR THE 2011 MIRACLE BABIES FOUNDATION ANNUAL NSW CHARITY GOLF DAY HOLE IN ONE COMPETITION PROMOTION**

1. Information on how to enter and prizes form part of these Conditions of Entry.
2. The following terms and conditions apply to the Hole in One Competition, and as such the terms and conditions will apply to the Registered Players.
3. Entry is open to all registrants in the 2011 Miracle Babies Foundation Annual NSW Charity Golf Day to be held at Twin Creeks Golf & Country Club on Friday, 25 November 2011. An additional fee of \$10 is payable to enter this competition.
4. The competition commences at 7.30am on Friday, 25 November 2011 and concludes at 1.00pm on Friday, 25 November 2011.
5. The Winner/s will be announced at Twin Creeks Golf & Country Club, Friday, 25 November 2011 at approximately 2.00pm.
6. The maximum amount of eligible players is 144. Registrations open 19 October 2011 and will close once the number of registered players reach 144. Each Registered Player must confirm their participation in the Competition to the Promoter by no later than 7.00am on Friday, 25 November 2011. In the event that any Registered Player does not confirm their participation in the Competition by 7.00am, their place as a Registered Player will be forfeited and no compensation will be paid. No replacement for the excluded Registered Player will be selected.
7. A statutory declaration will be required from each Registered Player declaring that they are not currently a professional golfer/club professional and have not played golf professionally in the past ("Professional Golf Statutory Declaration"). Any Registered Player that does not sign the statutory declaration on request by the Promoter will forfeit their place in the Competition and no compensation will be paid. No replacement for the excluded Registered Player will be selected.

8. Before participating in the Competition, all Registered Players must also sign a form that states that if they are successful in achieving a hole in one they agree to give up their amateur status in golf for a period of 12 months. Any Registered Player that does not sign this form on request by the Promoter will forfeit their place in the Competition and no compensation will be paid. No replacement for the excluded Registered Player will be selected.

9. Participation in the Competition cannot be transferred to any other Registered Player or to any other person. The Competition will be conducted at the 6th hole of the Event on Friday, 25 November 2011 unless otherwise advised by the Promoter. No extension to this Competition time will be permitted.

10. The Promoter will be the final arbiter of all matters relating to the Competition. The Promoter's decision is final and no correspondence will be entered into.

11. Registered players will each have one attempt to score a Hole in One from the Championship Tee (186m from the Black Marker & 160m from the Gold Marker) on the 6th hole. Practice shots will not be permitted.

12. At the end of the Competition any of the Registered Players who have scored a hole in one, subject to verification by judges selected by the Promoter (the "Judges") will have the choice of a brand new Renault Megane Hatch Dynamique, provided by Peter Warren Automotive. Colour subject to availability.

13. If no Registered Player scores a Hole in One on the 6<sup>th</sup> Green, the major prize will not be awarded and no compensation will be paid whatsoever.

14. For a Registered Player to win the hole in one prize, the Judges must be satisfied that the Registered Player's golf shot has been taken from the correct tee off spot (Championship Tee 186m from the Black Marker & 160m from the Gold Marker on the 6th hole) and that the ball has landed in the hole in one shot.

15. In its absolute discretion the Promoter reserves the right to refuse to allow a Registered Player to take part in any or all aspects of the Competition, if the Promoter determines that a Registered Player is not in a mental or physical condition necessary to be able to safely participate in the Competition. Additionally, the Promoter reserves the right to exclude a Registered Player from the Competition in the event of non-compliance by the Registered Player with these terms and conditions.

16. The Promoter reserves the right to postpone the Competition to a later time and date or to move the Competition to an alternative venue, in the event that the weather conditions are deemed too wet or dangerous for the Competition.

17. The prize is a Brand New Renault Megane Hatch Dynamique (colour subject to availability) provided by Peter Warren Automotive, Warwick Farm to the maximum retail value of \$25,000, including dealer delivery, on road charges, GST, registration and insurance costs. No credits will be provided. The Prize must be redeemed by 31 December 2011.

18. Winners will be required to produce identification (examples include drivers licence/passport/student card where photo is included) when claiming and collecting their prize.

19. Winners under the age of 18 must be accompanied by a parent or guardian when claiming and collecting their prize.

20. The prize cannot be exchanged for the cash equivalent. Should the winner choose to sell the car, they will automatically forfeit the appropriate government and transfer fees.

21. Miracle Babies Foundation and Peter Warren Automotive, its agencies, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, or for any claims, liability, loss or damage arising out of or in connection with any contest promoted by Miracle Babies Foundation.

22. It is the winner's responsibility to collect their prize. No cartage expenses are included in the prize.

24. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) of for personal injury which is suffered or sustained, as a result of taking the prize, except for any liability which cannot be excluded by law. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

25. All competitors (including the winner) may be required by Miracle Babies Foundation to participate in a photo, video and/or film session and acknowledge that Miracle Babies Foundation has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit.

26. Miracle Babies Foundation may publicise, broadcast or otherwise disclose a competitor's name, character, likeness, statements or any recording of their voice in advertising or promotional activities concerning the Miracle Babies Foundation Win a Car Hole in One competition and may promote or advertise that a winner has won a contest.

27. The Promoter is Miracle Babies Foundation, PO Box 90 Moorebank NSW 1875. The prize is provided by Peter Warren Automotive, Corner Todman Road & Hume Highway, Warwick Farm NSW 2170.