

SOUTHSIDE HONDA REWARDS PROGRAM

TERMS AND CONDITIONS

1. This promotion commences at 9:00am AEST on 14th December 2015 and ends at close of business on 14th December 2016 ("Promotional Period").
2. Available to each Participant is; a limited one year playing rights ("Membership"), for their first year of ownership, at Indooroopilly Golf Club and Queensland Cricketers' Club game tickets for the current 2015/2016 season, details of which are located under Condition 21~~0~~ and 22, subject to these Terms and Conditions (the "Offer"). The nominated golf course is subject to change without notice in Southside Honda's sole discretion.
3. To be eligible for the Offer, Participants must purchase an eligible Honda vehicle (excluding Registered Fleet and Government purchases) from A.P. Motors (No.3) Pty Ltd (ABN 99 010 585 252) trading as Southside Honda during the Promotional Period.
4. Program commences from date of purchase (contract date) of eligible Southside Honda vehicle.
5. A person who is not an Australian resident is not eligible to be a Participant.
6. Participants that are companies or who are 18 years of age (or older) must read and accept to these Terms and Conditions.
7. Participants under 18 years old must have parental/guardian approval to participate and further, the parent/guardian must read and accept these Terms and Conditions on behalf of the Participant.
8. If:
 - a. The Participant is an individual, the individual as named on the vehicle purchase contract is entitled to the golf Membership and Queensland Cricketers' Club game tickets connected with the Offer;
 - b. The Participant is a company, the company must nominate an individual, in which case:
 - a. the individual will be entitled to the golf Membership and Queensland Cricketers' Club game tickets connected with the Offer;
 - b. the company and the individual are each regarded as a "Participant" for the purpose of these Terms and Conditions but the company will not be entitled to the golf Membership or Queensland Cricketers' Club game tickets; and
 - c. the individual must read and accept these Terms and Conditions.
9. Southside Honda reserves the right, at any time, to verify the validity of a Participant's details (including his/her identity, age and place of residence) and to disqualify any Participant (and any individual nominated by that Participant) who submits any incorrect details or who Southside Honda believes is not eligible to be a Participant in accordance with these Terms and Conditions. Failure by Southside Honda to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. The Offer is not transferable, exchangeable or redeemable except as otherwise provided for in these Terms and Conditions.
11. Participants consent to Southside Honda using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by Southside Honda or its related bodies corporate.
12. Without being limited by any other provision of these Terms and Conditions, Southside Honda reserves the right, in its sole discretion at any time, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Offer or a Participant's participation.
13. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as or any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia, to the extent that they cannot be limited, excluded or modified ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Southside Honda (including its respective officers, employees and agents) excludes 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 promotion.
14. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Southside Honda (including its respective officers, employees and agents) is not responsible for and excludes 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: (a) any technical difficulties or equipment malfunction (whether or not under Southside Honda's control); (b) any theft, unauthorised access or third party interference; (d) any variation in Offer value; (e) any tax liability incurred by the Participant; or (f) use of the Offer.
 15. The Participant indemnifies Southside Honda for any claim for any loss or damage caused by or to the Participant whatsoever in connection with the Participant accepting or taking part in the Offer.
 16. As a condition of accepting the Offer, the Participant and (if the Participant is under the age of 18) their parent or guardian who consents to these Terms and Conditions, must sign any legal documentation as and in the form required by Southside Honda and/or Offer suppliers (including operators of the golf courses) in their absolute discretion from time to time, including but not limited to a legal release and indemnity form.
 17. Southside Honda collects personal information in order to conduct the Offer and may disclose such information to third parties, including but not limited to agents, contractors, service providers, Offer suppliers and, as required, to Australian regulatory authorities. Participation in the Offer is conditional on providing this information. Southside Honda may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Participants should direct any request to opt out, access, update or correct information to Southside Honda.
 18. If any provision of these Terms and Conditions is or becomes invalid, unlawful or unenforceable, it is to be treated as severed from these Terms and Conditions and the invalidity, unlawfulness or unenforceability is not to affect the operation, construction or interpretation of any other provision. In the event of any such severance, Southside Honda may, subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Offer or vary these Terms and Conditions.
 19. These Terms and Conditions are governed by [and construed in accordance with](#) the laws of Queensland and Southside Honda and all Participants submit to the non-exclusive jurisdiction of that state.
 20. To the extent lawful, any inducements, promises or representations given or purportedly given by or on behalf of Southside Honda in relation to the promotion are deemed to have been expressly negated and excluded unless expressly set out in these Terms and Conditions.
 21. Specific conditions associated with the *Southside Honda Rewards Golf Offer* include:
 - a. Indooroopilly Golf Course detail and available playing days are:

Golf Course - Indooroopilly Golf Club
Address - Meiers Road, Indooroopilly, QLD
Website – www.indooroopillygolf.com.au
Playing Days - Monday, Tuesday, Wednesday, Thursday, Friday and Sunday
 - b. The Participant may play two rounds of golf per year at the Indooroopilly Golf Club on available playing days.
 - c. All golf bookings must be made through Southside Honda (and not directly to the golf course) by emailing the desired booking details to rewards@southsidehonda.com.au.
 - d. Any booking request will be based on availability and subject to the golf course rules from time to time.
 - e. The Participant may nominate up to three additional players per reserved game ("Additional Players").
 - f. All terms and conditions, dress standards and any code of conduct applicable to the Indooroopilly Golf Club must be adhered to by the Participant and the Additional Players who attend the golf course as connected with the Offer.

		<p>(Director to sign here)</p> <p>Date : / /</p>
<p>Nominated individual for golf membership:</p>	<p>..... (Name of nominated individual)</p>	<p>I have read & accept these Terms and Conditions.</p> <p>..... (Nominated Individual to sign here)</p> <p>Date : / /</p>