

# General Conditions for Golf NSW State Events



## INTRODUCTION

The following General Conditions for Golf NSW State Events and the Golf NSW Hard Card apply to all Golf NSW State Events unless otherwise indicated in the Conditions of Competition for the specific Event. The Golf Committee of Golf NSW reserves the right to alter or vary these General Conditions at any time.

All Golf NSW State Events shall be played in accordance with the Rules of Golf and such Local Rules, the General Conditions for Golf NSW State Events, and the Conditions of Competition for the specific Golf NSW State Event as approved by the Golf Committee of Golf NSW.

These General Conditions should be read in conjunction with the Golf NSW Hard Card, the Conditions of Competition for the specific Golf NSW Event as specified on the official Entry Form together with any additions or amendments as published by Golf NSW or its representative at the Host Golf Course.

A copy of the General Conditions for Golf NSW State Events, the Golf NSW Hard Card and the Golf NSW Code of Conduct is available from the Golf NSW website at [www.golfnsw.org](http://www.golfnsw.org). A copy of the documents is also available from the Registration Desk and/or Score Card return area at each Golf NSW Event.

In the event and to the extent of any inconsistency between two or more documents, those documents will be interpreted in the following order of priority:

- (a) Local Rules approved by the Golf NSW Event Committee at the Host Golf Course on the day of the State Event;
- (b) Golf NSW Hard Card;
- (c) Conditions of Competition for the specific State Event; and
- (d) General Conditions for Golf NSW State Events.

## GENERAL CONDITIONS

### 1. Practice Rounds Prior to the State Event

- 1.1 Practice rounds, prior to Golf NSW State Events, are at the discretion of the Host Golf Course. Permission must be sought from the Secretary/General Manager of the Host Golf Course unless an official Practice round is organised by Golf NSW for players.

### 2. Database of Entrant's Details

- 2.1 The personal data contained in an entry is permanently retained by Golf NSW. This data may be utilised by Golf NSW or its sponsors for the distribution of correspondence, in both electronic and hard copy means. From time to time players may be sent Entry Forms, event literature, the Golf NSW e-newsletter, or marketing material by the sponsor(s) of Golf NSW events, or information about events conducted by Golf NSW-approved bodies. Upon receipt by Golf NSW of a written request, a player may either have access to their details, or have their details deleted from the database.

### 3. Exclusion of Liability

- 3.1 Upon entry into a Golf NSW event, players agree to the following exclusion of liability:
  - (i) I am aware of and acknowledge that participation in this event, given the nature of the sport, entails risks of injury or death to persons (including myself) and damage to property. In particular (and without limitation) there is a risk of being hit by or hitting someone else with a golf ball.

- (ii) I agree to expressly and voluntarily accept all risks associated with my participation in this event including (without limitation) the risks to myself of death or injury however caused which I could sustain while participating in this event and I voluntarily elect to participate in this event on that basis and despite such risks.
- (iii) I irrevocably and unconditionally agree to release, discharge and hold harmless Golf NSW Limited, its directors, employees, volunteers, agents and contractors (together and separately the **Released Parties**) from any and all claims, actions, proceedings, losses, damages, costs, expenses or liabilities (together and separately **Claims**) that I may suffer or incur as a result of injury, death or damage to myself or any other person or any property whilst participating in this event (including (without limitation) those Claims arising out of the negligent or wilful act or omission of a Released Party).
- (iv) I will not sue or make any Claims against the Released Parties for any Claims that I suffer or incur as a result of my participation in this event.
- (v) I indemnify the Released Parties from and against any and all Claims suffered or incurred by or brought against the Released Parties in connection with or arising out of my attendance at or participation in this event.

#### **4. Publicity**

- 4.1 Golf NSW arranges publicity before, during and after tournaments in local, regional, State and national-based media, in print & electronic form, and on social media by live & recorded radio, photographs or by video and audio recording.

By entering the competition, the player (and their parent or guardian if the competitor is under 18), agrees to references and images of themselves during practice or play appearing and/or being used for editorial & commercial purposes by Golf NSW, and under licence, by any sponsor, government or commercial partner of Golf NSW.

All rights to written, visual or electronic content is reserved by Golf NSW and may only be used under licence.