



## Terms and Conditions

### Definitions

All defined terms in these terms and conditions have the meaning assigned to them by the Definitions set out herein:

Term	Definition
<b>BDLGA</b>	Means Brisbane and District Ladies' Golf Association including any person acting on behalf of and with the authority of the Association.
<b>BDLGA Event</b>	Includes but is not limited to meetings, tournaments, special events and pennant matches run by BDLGA.
<b>Confidential Information</b>	Means information of a confidential nature whether oral, written or in electronic form including, but not limited to, User information (including Personal Information), supplied to the Association in relation to a BDLGA Event.
<b>Conversion</b>	Means a specific action a User takes on the Website which the Member defines as valuable, such as making a purchase, filling out a contact form, or signing up for a newsletter.
<b>Default</b>	Means a User is in breach of these Terms and Conditions.
<b>Domain Name</b>	Means the unique, human-readable address used to identify and access a website on the Internet (e.g. bdlga.com.au).
<b>Personal Information</b>	Means information that could be used to identify a person, including but not limited to, name, address, date of birth, occupation, driver's licence details, electronic contact details (such as email, Facebook or LinkedIn details), and other contact information (where applicable). For the avoidance of doubt, an Australian Business Number (ABN) or Australian Company Number (ACN) is not Personal Information but may be Confidential Information.
<b>Member</b>	Means a person or affiliated club, duly accepted as such by the Management Committee in accordance with the BDLGA Constitution, having paid any membership fees due to the Association.
<b>Registrant</b>	Means the legal owner of a Domain Name.
<b>Services</b>	Means any work performed by the BDLGA at the request of a Member, including, but not limited to, advertising club competitions on the BDLGA Website.
<b>User</b>	Means any User of the BDLGA Website and/or Golf Genius cloud-based tournament management software, which may include the User or any other person.
<b>Website</b>	Means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical user interface.

### General Terms

1. The BDLGA reserves the right to change any of the terms and conditions displayed on this Website (including this document and the BDLGA Privacy Procedure) by making them available on the BDLGA Website. By continuing to use this Website it shall be deemed any User agrees to be bound by the amended terms and conditions as posted on this Website.
2. The BDLGA makes no representation Services offered through this Website are appropriate, available or suitable. BDLGA does not provide the Website on any other basis than "as is",



and does so without any warranty or condition, express or implied. To the extent permitted by law, BDLGA specifically disclaims any implied warranties of title, fitness for a particular purpose, and non-infringement.

3. If a User intends to transact through this Website (i.e. purchase or advertise a local competition) that User agrees and warrants that:
  - a. the User is at least 18 years of age; and
  - b. the User has the power to enter into this activity on behalf of themselves or any natural person or other entity they represent.
4. The User represents and warrants their use of this Website will comply with all applicable laws and regulations (including but not limited to, the *Australian Privacy Policy Act 1988* (“the *Privacy Act*”) or any other applicable laws).
5. The User accepts and warrants the BDLGA Website’s privacy approach shall be governed by the BDLGA Privacy Procedure. In the event of any inconsistency between the Privacy Procedure and any other document, the BDLGA Privacy Procedure takes precedence.
  - a. BDLGA will take all reasonable steps to ensure User’s information held by BDLGA is accurate, up-to-date, complete, applicable, is not misleading and will only be used for the purposes stated in this document and/or the BDLGA Privacy Procedure. BDLGA will maintain security safeguards to protect User’s information and will take all reasonable steps to ensure User’s information is not disclosed to any unauthorised person or entity.
  - b. BDLGA may collect Personal Information and Confidential Information supplied by Users when a User completes an online form or creates an account to access the Services. Such information will enable BDLGA to process User’s transactions efficiently and analyse BDLGA’s Website effectiveness.
  - c. BDLGA may also collect the following information/tracking data from Users for statistical purposes; to help understand how to make the Website more available and user friendly for Users; and to measure the success of any advertising activities undertaken:
    - i. the date and time of the User’s visit to the Website; and
    - ii. clicks and activity on the Website.
  - d. BDLGA will only release information about Users if:
    - i. BDLGA is authorised to; and
    - ii. required by law.
6. Users may also have the following data protection rights:
  - a. To access, correct, update or request deletion of Personal Information. BDLGA will take all reasonable steps to ensure the data BDLGA collects is reliable for its intended use, accurate, complete and up to date.
  - b. If Personal Information or Confidential Information is collected or processed on the basis of consent, the User can withdraw their consent at any time. A User withdrawing their consent will not affect the lawfulness of any processing BDLGA conducted prior to the User’s withdrawal, nor will it affect processing of the User’s Personal Information or Confidential Information conducted in reliance on lawful processing grounds other than consent.



- c. To complain to a data protection authority about the collection and use of Personal Information and Confidential Information. For more information, please contact your local data protection authority.
7. If at any time a User is on a mailing list of BDLGA, the User may request to be removed from it and BDLGA will comply with their request. If there is no unsubscribe button provided, then please contact us with your request using the “Contact Us” section of this Website.
8. The contents of this Website are always the copyright or trademark property of BDLGA, and Users may not distribute, reproduce, display, publish any trademark or other content of this Website for any purpose whatsoever without the prior written approval of BDLGA. Users agree to indemnify BDLGA against any claims, costs, damages or losses incurred by BDLGA should they breach this clause.
9. The display on BDLGA’s Website of any advertiser or the provision of a link to third party Websites does not constitute BDLGA’s endorsement of either the advertiser or third-party provider or any of their Website content or business practices. BDLGA does not have any control of the content of any third party Websites, access to such Websites is at a User’s sole risk, and BDLGA recommend Users thoroughly review the terms and conditions of use and the privacy policies of any third party Website immediately once they access such a Website.
10. Specifications and information provided on this Website are given in good faith based on BDLGA’s knowledge, experience, or information provided to BDLGA, or derived from sources believed to be accurate at the time the information is received by BDLGA. Users with concerns about the Services provided through this Website, or their suitability for a particular use may contact BDLGA or should seek further professional opinions.
11. Due to the inherent nature of Websites, BDLGA does not guarantee uninterrupted or continuous availability of its Website, and Users accept the Website may also be unavailable from time to time for maintenance or scheduled upgrades. BDLGA shall accept no liability in relation to Website downtime, whether scheduled or otherwise.
12. These terms, and a User’s access to the Website, may be terminated by BDLGA (at BDLGA’s sole discretion) at any time without notice or any requirement to give an explanation to a User. In the event of termination under this clause, BDLGA shall have no liability whatsoever (including for any consequential or direct loss a User may suffer).
13. This Website (excluding any linked third-party sites) is controlled by the Secretary, BDLGA. BDLGA’s server is located in Queensland, so User’s information may be transferred to, stored, or processed in Queensland. User’s information can be accessed from countries around the world to the extent permitted by the Website. As each country has laws that may differ from Australia, by accessing this Website, the User agrees the laws and statutes of Australia shall apply to any dealings, actions or claims arising out of, or in relation to, these terms and conditions, or their use of this Website, irrespective of any conflict with any laws and statutes applicable to their country of domicile.
14. BDLGA may use cloud technology to store or process Personal Information and Confidential Information, which may result in storage of data outside Australia. It is not practicable for BDLGA to specify in advance which country will have jurisdiction over this type of offshore activity. BDLGA will be required to comply with *the Privacy Act* in relation to the transfer or storage of Personal Information or Confidential Information overseas.



15. Users acknowledge and agree the filing of a claim against BDLGA (if any) must be made in the State of Queensland in the Brisbane court jurisdiction, and any legal proceedings will be conducted in English.
16. Accessing any material or content from or through this Website which is illegal in a User's country of domicile is strictly prohibited.
17. The User further agrees that:
  - a. The failure by either contracting party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision.
  - b. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
  - c. BDLGA shall be under no liability whatsoever to Users for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by Users arising out of a Default by BDLGA of these terms and conditions.
  - d. Feedback is provided for the purpose of facilitating the provision of services between Users on the BDLGA Website. Users who use this feature agree that:
    - feedback provided by Users on other parties must not contain offensive, defamatory, retaliatory or inappropriate language or content. BDLGA may remove any feedback that is considered to be offensive, defamatory, retaliatory or inappropriate without notice;
    - Users may only give feedback that relates to a specific transaction. Users must not post feedback on a transaction that does not relate to that specific transaction; and
    - Users must not post feedback about themselves or include any contact details or Personal Information or Confidential Information in their feedback.
18. Neither party shall be liable for any Default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
19. If a User has any questions or comments, or if they have a concern about the way in which BDLGA has handled any privacy matter, they may contact BDLGA by using the 'Contact Us' details on the BDLGA website.

### **Website Hosting**

The BDLGA pay a monthly fee to Conetix Pty Ltd for its Website hosting.

### **Domain Name Management**

The monthly fee paid to Conetix Pty Ltd by BDLGA also includes Domain Name Management. But the BDLGA is the legal owner (Registrant) of its Domain Name, with Conetix Pty Ltd acting solely as the technical and/or administrative contact on behalf of BDLGA.

The BDLGA also pay an annual fee to Conetix Pty Ltd to renew its Domain Name.

**13 March 2026**