



GOLF CLEARANCE OUTLET CLUB MEMBERSHIP PROGRAM TERMS & CONDITIONS

The Golf Clearance Outlet (“Golf Clearance Outlet”) Club Membership Program was created to recognise and reward our loyal Golf Clearance Outlet customers. The Golf Clearance Outlet Club Membership Program is offered by participating franchisees of Golf Clearance Outlet (“we” or “us”) and is operated by Smart Messaging Services Pty Ltd T/as Intelli Messaging ABN 56 122 125 240 (“Intelli Messaging”).

As part of the Golf Clearance Outlet Club Membership Program, members receive benefits, as explained below. The Golf Clearance Outlet Club Membership Program is accessible either via the Mobile Wallet App (“MWA”) or SMS. These Terms and Conditions (“Terms”) apply to your participation in the Golf Clearance Outlet Club Membership Program and use of the MWA, and not to any other website, mobile app, product, service, or program offered by Golf Clearance Outlet.

In order to participate in the Golf Clearance Outlet Club Membership Program, you must agree to these Terms.

Please read these Terms carefully, as they are a legal and binding agreement between you and the Golf Clearance Outlet franchisee with which you have joined as a Golf Clearance Outlet Club Membership Program member in the Golf Clearance Outlet Club Membership Program. If you do not agree to these Terms, do not join or participate in the Golf Clearance Outlet Club Membership Program. If you have joined and wish to now not be a member, you may opt out of the program, either by sending the word “stop” to the store mobile number or by deleting the Golf Clearance Outlet Card from your MWA.

Eligibility

In order to join the Golf Clearance Outlet Club Membership Program, you must be an individual and at least 18 years of age. Corporations, partnerships, limited liability companies, trusts, or other legal entities are not permitted to enrol. Each Golf Clearance Outlet Club Membership Program member may have only one account linked to a unique phone number. Employees of Golf Clearance Outlet, and its parent and affiliate companies, franchisees, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate in the Golf Clearance Outlet Club Membership Program.

Registration and Enrolment

To enrol in the Golf Clearance Outlet Club Membership Program and begin receiving Golf Clearance Outlet program benefits, you must join the participating Golf Clearance Outlet stores as follows:

1. At the Golf Clearance Outlet store staff member will enable you to create an account by directing you to the joining webpage.
2. You can message the word 'VIP' (or as advised) to the Golf Clearance Outlet store's participating mobile number and you will receive a reply SMS with a link to the joining page.
3. You then complete the Form and then verify your mobile number.
4. Once you verify your phone number, you will receive an SMS message confirming your account.
5. If the store is participating in the MWA you will receive a SMS with a download link for your Golf Clearance Outlet Club Membership Card for the MWA.
6. Depending on the setup for the stores program you may also then received a card invite to the next VIP store event and a bonus card for spending at the event.

When you enrol, you agree to (1) provide accurate, current, and complete information about yourself, and (2) maintain and promptly update your information to keep it accurate, current, and complete. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify Intelli Messaging immediately of any unauthorized use of your account information, or any other breach of security.

If any information you provide Golf Clearance Outlet is not accurate or complete, we may block you from enrolling in the program, or we may cancel your membership in the Golf Clearance Outlet Club Membership Program. Each person may only have one Club Membership Program account. If Golf Clearance Outlet finds that you have created multiple Golf Clearance Outlet Club Membership Program accounts, we may cancel all your accounts. Further, Golf Clearance Outlet may refuse to allow you to re-enrol in the Golf Clearance Outlet Club Membership Program.

Golf Clearance Outlet Club Membership Benefits

As a member of the Golf Clearance Outlet Club Membership Program, you can receive benefits in the form of invitations to special product discount in store events and/or bonus savings off you next spend at the store. Bonus savings may have expiry dates.

Golf Clearance Outlet Club Membership Benefits accumulated under the Golf Clearance Outlet Club Membership Program are promotional and have no cash value. There are no membership fees associated with the Golf Clearance Outlet Club Membership Program.

You may possibly earn Bonus savings as follows:

Possible Qualifying Actions for Bonus Savings:

- On successful membership signup.
- On attendance of an in-store discount event.
- On referral of a defined number of people to the program
- Other actions as defined in store.

Mobile Wallet App (MWA) Functions:

The MWA, if implemented by the Franchisee, provides you with Golf Clearance Outlet Club Membership Program functions, including but not limited to:

- Digital event card invitations to VIP event nights;
- Digital bonus cards;
- Digital Club Membership cards to enable direct member engagement and/or provide digital member benefits from completing any of the pre-defined, store initiated, Golf Clearance Outlet Club Membership Program Campaign actions as outlined in Schedule A,
- Digital discount vouchers.
- Direct messaging application
- Opting out of the program by removal of the membership card.

SMS Functions

- Event notifications
- Bonus Saving notice delivery for redemption on your next in store purchase
- Opting out of the program

Communications

As a part of the Golf Clearance Outlet Club Membership Program, Golf Clearance Outlet will send to you informational and promotional messages to the contact information that you provide as a part of your registration, such as messages informing you of improvements we make to the Program, new Club Membership Reward Benefits you may receive and events happening at Golf Clearance Outlet stores. These communications may happen in the form of push notifications through the App and/or email, and/or SMS text messaging including but not limited to:

- SMS marketing message to special VIP event nights;
- SMS marketing message to flash sales or secret sales;
- email marketing message to special VIP event nights; and
- email marketing message to flash sale or secret sale.
- MWA In-app marketing message to special VIP event nights; and
- MWA In-app marketing message to flash sale or secret sale.

Electronic Communications

When you visit the MWA, send emails or SMS text message to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email, SMS or by posting notices on the MWA. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms.

Geolocation Offers

- (a) The MWA collects periodic geo-location data from users in order to provide services, offers and customised experiences. This data may be provided to third parties. Data provided to third parties will not be personally identifiable and will not allow third parties to contact you.
- (b) By enabling geo-location services for us for your device via the MWA you agree and consent to the transmission, collection, maintenance, processing, and use of your geo-location data and location search queries, which may include personal information, by us to provide location-based products and services offers via pop-up feeds or other electronic means, including consent to:
 - i. send electronic offers of goods and services, or send electronic communications about events or issues, located within, or relevant to, your location, subject to your preferences; and
 - ii. conduct analytics of your activity and location to provide you feeds.

Additional Rewards Program Terms:

Golf Clearance Outlet reserves the right to terminate your Golf Clearance Outlet Club Membership Account and/or your participation in the Club Membership Program if we determine in our sole discretion that you have breached these Terms, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Golf Clearance Outlet may, in its sole discretion, suspend, cancel, or combine Golf Clearance Outlet Club Membership Rewards accounts that appear to be duplicative, and may refuse to allow you to re-enrol in the Club Membership Program.

Golf Clearance Outlet has the right at any time, with or without giving you prior notice, to:

- end or cancel the Golf Clearance Outlet Club Membership Program, Golf Clearance Outlet Club Membership Rewards and/or any specific Club Membership Reward;
- change any Club Membership Reward or other Golf Clearance Outlet Club Membership Program or benefit we offer;
- change the requirements for earning benefits or a particular Club Membership Reward;
- change the time you have in which to earn or redeem a particular Club Membership Reward; and/or
- change any other feature of the Golf Clearance Outlet Club Membership Program.

If Golf Clearance Outlet ends the Golf Clearance Outlet Club Membership Program, Club Membership Benefits you have received but not used will expire on the date the Golf Clearance Outlet Club Membership Program ends. Unredeemed Club Membership Benefits shall be void after such date

Content & Use of the App

The MWA and all content, information, and other materials featured, displayed, contained, and available on or through the MWA (collectively, the "Content") is owned by or licensed to Golf Clearance Outlet and is protected by copyright, trademark, patent, and/or other intellectual property laws. Subject to your compliance with these Terms, Golf Clearance Outlet grants you a personal, non-exclusive, non-transferable, limited right to access, use, display, and download this App for non-commercial purposes only. You may not otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, this App or the Content.

You must use this MWA and the Content in accordance with these Terms and all applicable laws and regulations. Golf Clearance Outlet may prohibit access, use, conduct,

communications, or content that Golf Clearance Outlet, in its sole discretion, deems to be harmful to this MWA, the Content, users, us, our brand, or any other person or entity, or that violates these Terms and/or applicable law.

Modifications

We may modify these Terms from time to time. When we do, we will notify you through the MWA or in another similar manner. Any changes to these Terms will also be posted <https://www.golfclearanceoutlet.com.au/privacy-policy>. Your continued use of the MWA or participation in the Golf Clearance Outlet Club Membership Program after any modification confirms your acceptance of the modifications.

Additionally, Golf Clearance Outlet may at any time, for any reason, and without notice or liability: (1) suspend or terminate operation of or access to this MWA or any portion thereof; (2) change, revise, or modify this MWA or any portion thereof; (3) interrupt the operation of this MWA or any portion thereof for maintenance and support; (4) impose limits on certain features and services, or restrict access to the MWA; and/or (5) terminate the authorization, rights, and license granted herein. Upon termination, the rights and licenses granted to you herein shall terminate, and you must cease all use of the MWA.

No Warranties

THE MWA, THE CONTENT, THE GOLF CLEARANCE OUTLET CLUB MEMBERSHIP PROGRAM AND HARVEY REWARD POINTS ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND, TO THE EXTENT PERMITTED BY LAW, GOLF CLEARANCE OUTLET HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, GOLF CLEARANCE OUTLET DOES NOT GUARANTEE THAT THE APP OR CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

Limitations of Liability

TO THE EXTENT PERMITTED BY LAW, GOLF CLEARANCE OUTLET OR INTELLI MESSAGING WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES (DIRECT OR INDIRECT) WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS APP (INCLUDING ITS MODIFICATION OR TERMINATION), THE CONTENT, THE GOLF CLEARANCE OUTLET CLUB MEMBERSHIP PROGRAM, GOLF CLEARANCE OUTLET CLUB MEMBERSHIP BENEFITS, OR THESE TERMS.

Privacy

Please review our Privacy Policy located at <https://www.golfclearanceoutlet.com.au/privacy-policy>, which is incorporated herein, and governs how the information you provide to Golf Clearance Outlet through the App and the Golf Clearance Outlet Club Membership Program may be used.

Governing Law

These Terms are governed by the laws of jurisdiction in which the Golf Clearance Outlet franchisee with which you are a Golf Clearance Outlet Club Membership Program member is incorporated.

Questions

If you have any questions regarding the Mobile MWA, the Golf Clearance Outlet Club Membership Program, Golf Clearance Outlet Club Membership Benefits and/or these Terms and Conditions, please contact us at: graham@golclearanceoutlet.com