SWING FACTORY

Scramble League

Terms and conditions

1. About these Terms

1.1 Scramble League (the **Competition**) is a team golf league run in seasons at participating Swing Factory venues, as listed in Schedule 1. The Competition is run by Swing Factory Management Pty Ltd ABN 38 661 563 408, of 4 Gees Ct, Lower Plenty VIC 3093 (**Swing Factory**, **we** or **us**).

1.2 For each season, Swing Factory publishes the season's details on the Scramble League webpage for that venue on the Swing Factory website and on the registration page (the **Season Details**). These include the venue, dates, fees, prize pool, minimum number of teams and confirmation date for that season.

1.3 These Terms and Conditions, the Season Details and the Competition Rules published on the Scramble League page (together, the **Terms**) apply to every season at every venue. If there is any inconsistency, the Season Details prevail over these Terms and Conditions, and these Terms and Conditions prevail over the Competition Rules.

1.4 By registering a team or taking part in a season, the team captain and every participating player agree to the Terms.

2. Seasons

2.1 Each season consists of a number of qualifying rounds followed by a Finals Night, on the dates and at the times set out in the Season Details.

2.2 Swing Factory may change the dates or times of any round in accordance with clause 10.

3. Eligibility

3.1 The Competition is open to individuals of any age and skill level, subject to this clause 3.

3.2 Players under 18 years of age must be accompanied by a parent, guardian or responsible adult at all times while at the venue.

3.3 Each team must nominate a team captain aged 18 or over. The team captain is responsible for registering the team, communicating with Swing Factory on the team's behalf, and making sure every player on the team is aware of and complies with the Terms.

3.4 Swing Factory may refuse a registration, or remove a team or player from the Competition, at its discretion, including for a breach of the Terms or of the venue's conditions of entry.

4. Teams

4.1 A team may register a roster of any size. A maximum of four players and a minimum of three players may play for a team in any round.

4.2 Players may rotate between rounds. A player may play for one team only in each season.

4.3 A team that cannot field at least three players in a round may play a make-up round in accordance with the Competition Rules. A team that does not play a round, either on the scheduled night or as a make-up round, scores zero points for that round.

5. Registration and fees

5.1 Each team must pay the **Team Entry Fee** set out in the Season Details at the time of registration, through the Swing Factory registration page. A team's registration is confirmed only once the Team Entry Fee has been paid.

5.2 100% of Team Entry Fees go into that season's prize pool (see clause 7).

5.3 Each player must pay the **Weekly Playing Fee** set out in the Season Details for each round they play, payable at the venue on the night, either individually or as a team. The Weekly Playing Fee also applies to make-up rounds.

5.4 There is no Weekly Playing Fee for Finals Night for qualifying teams, unless the Season Details say otherwise.

5.5 Late registrations are accepted up to and including Round 2 of a season, unless the Season Details say otherwise. Late teams must pay the full Team Entry Fee and will start on the same points total as the lowest-placed team at the time they join.

5.6 All fees include GST. Fees do not include food, drinks or any other purchases at the venue, unless they are awarded as a prize under clause 8.

6. Minimum teams, cancellation and refunds

6.1 Each season requires the minimum number of registered teams set out in the Season Details to proceed. Swing Factory will confirm whether the season will proceed by the confirmation date set out in the Season Details.

6.2 If a season does not proceed, or does not reach its conclusion for any reason within Swing Factory's control, every registered team's Team Entry Fee for that season will be refunded in full to the original payment method.

6.3 Otherwise, Team Entry Fees are non-refundable once a season has started, including if a team withdraws, is unable to play, or is removed under clause 3.4 or clause 9.

6.4 Weekly Playing Fees are non-refundable once a round has started.

6.5 If a team is unable to field enough players for a given round, they must notify the venue by 4pm on the day of the round. Failure to do so will result in an $80 team penalty, which will be charged during the following round or carried over to the following season.

6.6 Nothing in the Terms excludes, restricts or modifies any right or remedy you may have under the Australian Consumer Law.

7. Prize pool

7.1 Each season's prize pool is made up of 100% of that season's Team Entry Fees. Where the Season Details state a guaranteed minimum prize pool, Swing Factory will top up the prize pool in cash to that amount if total Team Entry Fees fall short.

7.2 The prize pool is awarded based on final placings on Finals Night: 70% to the first-placed team and 30% to the second-placed team, unless the Season Details say otherwise.

7.3 Prize money will be paid to the winning teams' captains by direct bank transfer within five business days of Finals Night. Swing Factory may require proof of identity and account details before paying a prize.

7.4 The team captain is responsible for distributing prize money among the team's players. Swing Factory is not responsible for any dispute between players about how prize money is shared.

8. Weekly bonus prizes

8.1 Unless the Season Details say otherwise, Swing Factory will nominate three bonus holes for each scheduled round:

(a) Ace Bounty: a hole-in-one on the nominated par 3 wins the Swing Factory Credit amount set out in the Season Details for the player who scores it.

(b) The Shout: a team that scores birdie or better on the nominated hole wins one house drink per playing team member. A house drink is a house beer, house wine or soft drink.

(c) Chip Shot: a team that scores birdie or better on the nominated hole wins two baskets of fries for the team.

8.2 Ace Bounty is limited to one hole-in-one per team per round. If players from different teams each score a hole-in-one on the nominated hole in the same round, each player wins the Ace Bounty prize.

8.3 Bonus prizes are only available during scheduled rounds, while supervised by Swing Factory staff. They are not available in make-up rounds or on Finals Night unless Swing Factory announces otherwise.

8.4 Swing Factory Credit is added to the winning player's Swing Factory customer account. It can be used for bookings at Swing Factory venues, cannot be exchanged for cash, and has no expiry date.

8.5 Food and drink prizes must be claimed and consumed at the venue on the night they are won. They are not transferable and cannot be exchanged for cash or other items.

8.6 Alcoholic drinks are served subject to responsible service of alcohol laws. Alcohol will not be served to anyone under 18 or to anyone who appears intoxicated, and in those cases a soft drink will be offered instead.

9. Scoring, conduct and integrity

9.1 Rounds are played and scored using Toptracer Virtual Golf on the settings chosen by Swing Factory for that round. All teams in a season play the same course in each round.

9.2 Each team must photograph its final scorecard and submit it to the Swing Factory staff member running the Competition. Scores are confirmed by Swing Factory staff.

9.3 Swing Factory's decisions about scores, bonus prizes, tiebreakers, eligibility and the interpretation of the Terms are final, and no correspondence will be entered into.

9.4 Players must follow venue safety rules and staff directions at all times, including the rules for hitting from the bays.

9.5 Players are subject to the venues general terms and conditions, including being financially liable for damage to simulators, bays, clubs, or other hired/venue equipment caused by misuse, negligence or unsafe play.

9.6 Swing Factory may disqualify a team or player, and forfeit any points or prizes, for cheating, misreporting scores, interfering with the Toptracer system, unsafe or abusive behaviour, or any other breach of the Terms.

10. Weather, technical issues and changes

10.1 The Competition is played on an outdoor driving range, and real weather conditions form part of the game. Swing Factory may delay, suspend, shorten or reschedule a round if conditions are unsafe, for example because of lightning, severe weather or the range closing.

10.2 If the Toptracer system, or any other equipment, fails during a round, Swing Factory may pause the round, let affected teams resume or replay, adjust scoring fairly, or reschedule the round.

10.3 If a round is cancelled and cannot be rescheduled, Swing Factory may adjust the number of qualifying rounds and award points on the rounds completed.

10.4 Swing Factory may change the Terms, the Season Details or the Competition Rules where reasonably necessary, for example to address operational, safety or fairness issues. Any changes will be communicated to the team captains for the season affected.

11. Liability

11.1 Golf involves an inherent risk of injury. Players take part at their own risk and must use equipment and bays safely.

11.2 To the extent permitted by law, Swing Factory is not liable for any loss, damage or injury suffered in connection with the Competition, except where caused by Swing Factory's negligence or breach of the Terms.

11.3 Swing Factory is not responsible for personal property lost or damaged at the venue.

12. Privacy, marketing and media

12.1 Swing Factory collects personal information at registration, including names and contact details, to run the Competition, contact team captains and award prizes. Personal information is handled in line with the Swing Factory Privacy Policy at https://swingfactory.com.au/privacy.

12.2 Swing Factory will only send marketing emails to people who opt in. You can unsubscribe at any time.

12.3 By taking part, players agree that Swing Factory may publish team names, scores, leaderboards and prize winner details, and may photograph or film Competition rounds and use that content on its website, social media and other marketing channels. Players who do not wish to be photographed or filmed should tell the staff member running the Competition on the night.

13. General

13.1 Toptracer is a trademark of its owner. The Competition is run by Swing Factory and is not sponsored, endorsed or administered by Toptracer.

13.2 The Terms for each season are governed by the laws of the state or territory where that season's venue is located.

Schedule 1: Participating venues

The Competition may be held at the following Swing Factory venues. New venues are added to this schedule as they join the Competition.

Venue	Address
Swing Factory Terrey Hills	1A/1B Myoora Rd, Terrey Hills NSW 2084
Morack Public Golf	Corner Morack and East Roads, Vermont South VIC 3133