

# Holey Moley Open competition: terms and conditions

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## 1. Overview

- (a) The Holey Moley Open (**Competition**) is promoted by Funlab Holdings Pty Ltd (ABN 44 606 795 733) of 90-94 Nicholson Street, Abbotsford, Victoria, 3067 (**Funlab, we, us or our**).
- (b) This Competition comprises of 3 components:
  - (i) registration and selection of Teams to participate in the State Championship;
  - (ii) the State Championship; and
  - (iii) the National Championship.
- (c) By registering for, and participating in, this Competition, all individual registrants and participants (**you or your**) agree to be bound by these terms and conditions (**Terms**) and our [privacy policy](#). Any breach of these Terms or our [privacy policy](#) may result in disqualification from the Competition.
- (d) Information on how to register, participate and the Prize forms part of these Terms. To the extent of any inconsistency between these Terms and any other reference to this Competition, these Terms prevail.
- (e) **This Competition is a game of skill.**

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## 2. Eligibility

- (a) The Competition is open to individuals aged 18 years or over in New South Wales, Victoria, South Australia, Western Australia, Queensland and Australian Capital Territory.
- (b) Eligible individuals must register and participate in this Competition as teams of 4 (**Team**).
- (c) Eligible individuals may only register and compete in 1 Team.
- (d) Each member of a Team (as submitted in the registration form) must compete in both the State Championship and National Championship. If there are any changes to Team members, you must immediately notify us by email at [marketingplanning@funlab.com](mailto:marketingplanning@funlab.com).
- (e) We reserve the right to disqualify any individual or Team who does not comply with any eligibility requirements.
- (f) Employees and contractors of Funlab Holdings Pty Ltd (and their Immediate Families), our Related Bodies Corporate and the agencies associated with this Competition are ineligible to register or participate.

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## 3. Registration

### 3.1 General

- (a) Registration:
  - (i) opens at:
    - (A) 9am AEDT on 28 January 2025 for email subscribers of Holey Moley who receive our email invitation for early registration; or
    - (B) 9am AEDT on 1 February 2025; and
  - (ii) closes at 11:59pm AEDT on 12 February 2025

**(Registration Period).**
- (b) To register your interest to participate in the State Championship, you must (on behalf of your Team), during the Registration Period:
  - (i) visit [holeymoley.com.au/holey-moley-open](http://holeymoley.com.au/holey-moley-open);
  - (ii) complete the registration form by filling out required fields on the landing page;
  - (iii) submit the fully completed registration form.
- (c) Registration is limited to 1 per Team during the Registration Period. If you submit multiple registrations, you will be disqualified from the Competition.
- (d) We will not accept registrations submitted after the end of the Registration Period.
- (e) The time of each registration will be the time and date of receipt displayed by our internal servers.
- (f) We may, at any time:
  - (i) verify the validity of registrations and registrants (including your identity, age and place of residence); and
  - (ii) disqualify any registrant whose registration is not in accordance with these Terms or who otherwise tampers or interferes with the registration process.
- (g) Incomplete, indecipherable or illegible registrations will be invalid at our discretion.
- (h) We are not responsible for incorrect, incomplete, lost, late or misdirected registrations.
- (i) If there is a dispute as to your identity or details, we reserve the right, acting reasonably, to determine your identity or details and our determination is final.

### 3.2 Determination

- (a) Our judges will select 20 Teams from each State/Territory, as determined by their sole discretion based on responses in the registration forms, to participate in the State Championship in that Team's State/Territory.
- (b) The participating Teams will be determined by a judging panel:
  - (i) at 90-94 Nicholson Street, Abbotsford VIC 3067;
  - (ii) on 13 February 2025.
- (c) We may select additional valid reserve registrations and record them in case:
  - (i) an invalid registration or ineligible registrant is selected; and

- (ii) we elect to select on the reserve registrations.
- (d) Our judging panel's decision is final.

### 3.3 Notifying successful registrants

- (a) Successful registrants will be notified on 15 February 2025 by email to the email address submitted on their registration form.
  - (b) To claim your Team's place in a State Championship, you must respond to the communication we sent you in accordance with clause 3.3(a) within 7 days.
  - (c) If you do not claim your place in the State Championship within the prescribed time, it will be forfeited and we reserve the right to award the place to the next eligible registration.
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## 4. State Championship

- (a) Participants are responsible for their own travel to and from the State Championship.
  - (b) To participate in the State Championship, each Team will compete in 9 holes of mini golf.
  - (c) The Teams who score the lowest Total team scores in each State/Territory (in the quantities as outlined in clause 5.2(a)) will each win the Prize (as defined in clause 5.2(b)).
  - (d) In the event of a tie, 1 member from each tied Team will complete an additional hole, and continue with additional holes until a winning Team is determined.
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## 5. State Championship prizes

### 5.1 First place prize

- (a) The first place Team of each State/Territory will receive a \$1,000 Holey Moley Gift Card to be shared amongst the Team (**First Place Prize**).
- (b) The total prize pool value of the First Place Prize is AUD\$6,000.

### 5.2 State Championship prize

- (a) There are 10 prizes to be won at the State Championship divided into each State/Territory as follows:
  - (i) New South Wales: 3 prizes;
  - (ii) Queensland: 2 prizes;
  - (iii) Victoria: 2 prizes;
  - (iv) South Australia: 1 prize;
  - (v) Western Australia: 1 prize;
  - (vi) Australian Capital Territory: 1 prize.

- (b) Each winning Team will win a National Championship prize package valued at up to \$3,300 (depending on the date and point of departure) comprising of:
  - (i) a place for the Team to compete at the National Championship;
  - (ii) return economy-class airfares for each member of the winning Team from the Australian capital city nearest to the address submitted in the registration form (as we determine in our sole discretion) to Sydney, New South Wales; and
  - (iii) 1 night's shared accommodation at a 3 or 4-star hotel as we determine in our discretion,  
(collectively **Prize**).
- (c) Prize values are based on the recommended retail prices in Australia on 2 January 2025. We accept no responsibility for any change in prize value on the date the prize is redeemed.
- (d) The total prize pool value of the State Championship is up to AUD\$33,000.
- (e) All members of the winning Teams must be available to participate in the National Championship to claim the Prize.
- (f) Itinerary to be determined by Funlab in our absolute discretion.
- (g) Flight tickets are available on the regular, scheduled services of each airline and are subject to seasonal embargoes, flight changes or cancellations. Flight itineraries may have to be adjusted depending on factors, such as the airline's departure city and their current flight schedule.
- (h) Frequent flyer points are not available from any airline.
- (i) Accommodation booking confirmations are non-changeable and non-redeemable once they are issued. A credit card imprint or cash deposit may be required from a member of the winning Team, such as at the time of check-in to the accommodation, for any charges outside of the accommodation or for any other incidental charges, which are payable by members of the winning Team.
- (j) We may procure bookings for flights, however, we will not operate as a travel agent under any circumstances.
- (k) Flight tickets are only valid for the time or period specified on the tickets or by the provider and are subject to any terms and conditions imposed by the airline or other provider.
- (l) Once awarded, we are not liable for any flight ticket or booking confirmation included in the Prize, including where it has been lost, stolen, forged, damaged or tampered with in any way.
- (m) By registering for, and participating in, this Competition and claiming the Prize, each member of the winning Team acknowledges and accepts that driving, travelling and any other activities comprising or associated with the Prize may be inherently dangerous or have other inherent risks and may result in death, injury, incapacity, damage to property or other losses. We are not responsible for any events beyond our reasonable control, such as adverse weather conditions or industrial action or civil commotion, such as those that may occur while the winning Team is travelling. It is the responsibility of each member of the winning Team to enquire about local issues and conditions at any relevant destinations prior to travel. We do not guarantee that the winning Team will enjoy the Prize or be suited to the type of travel offered in the Prize.
- (n) Each member of the winning Team is responsible for all expenses, including spending money, meals, drinks, transfers, in-room charges, laundry charges, activities,

incidentals, taxes (excluding departure and any other flight-associated taxes included in the Prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance, items of a personal nature and any other ancillary costs.

- (o) Travel insurance is highly recommended to mitigate against the additional costs that may be incurred, including in the event of an unforeseen circumstance. Each member of the winning Team is responsible for ensuring that they are fit to travel and have received appropriate immunisations and health checks prior to travelling.

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## 6. National Championship

- (a) To participate in the National Championship, each Team will compete in 9 holes of mini golf.
- (b) The Team that scores the lowest score in the National Championship will win the Major Prize (as defined in clause 7(b)) (**National Champion**).
- (c) In the event of a tie, 1 member from each tied Team will complete an additional hole, and continue with additional holes until a National Champion is determined.

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## 7. National Championship Prize

- (a) There is 1 prize to be won at the National Championship.
- (b) The National Champion will win the major prize comprising a total cash prize of AUD\$20,000 paid by direct deposit into a nominated bank account (**Major Prize**). For the avoidance of doubt, the Major Prize is awarded to the National Champion as a Team and it is the National Champion's responsibility to determine which account the Major Prize is paid into, and how the Major Prize is divided amongst members of the Team.
- (c) The National Champion must provide the nominated bank account details to Funlab within 14 days of the National Championship. If the nominated bank account details are not provided within the prescribed time, the Major Prize will be forfeited.
- (d) The National Champion is responsible for providing full and accurate bank details. We will not be responsible for incorrect details being provided, a banking institution rejecting a direct deposit, or any costs associated with locating lost monies.
- (e) The total prize pool value of the National Championship is AUD\$20,000.

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## 8. Claiming the First Place Prize, Prize and Major Prize

- (a) You must be present, and claim your First Place Prize, Prize and/or Major Prize as offered or it will otherwise be forfeited.
- (b) Any part of the First Place Prize, Prize or Major Prize may be replaced with something of similar value or specification if it is unavailable or out of stock, subject to required regulatory approval.
- (c) The First Place Prize, Prize and Major Prize are not transferable, saleable or redeemable as cash, credit or equivalent.

- (d) You should seek independent advice, including financial advice, as implications (such as tax) may arise as a result of claiming the First Place Prize, Prize and/or Major Prize.
  - (e) You must comply with all terms and conditions of use of the First Place Prize, Prize and/or Major Prize.
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## **9. Intellectual property and warranties**

- (a) We own all registrations, including any Intellectual Property Rights comprised in the registrations and their content.
  - (b) You are responsible for the registrations you submit, including its content (such as text, images, photos and videos) and any accompanying comments.
  - (c) We are not liable in any way for your registration to the fullest extent permitted by law.
  - (d) We may remove or delete any registration without notice for any reason whatsoever.
  - (e) You warrant and agree that:
    - (i) you will not submit any registration that is unlawful or fraudulent, or that we could reasonably consider to be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
    - (ii) you will obtain prior written consent from any person that appears or is reasonably identifiable in your registration before submitting it;
    - (iii) you will obtain prior written consent from any person who has jointly created or has rights in your registration to these Terms and our privacy policy;
    - (iv) your registration does not contain viruses and will not cause injury or harm to any person or entity; and
    - (v) you will comply with all applicable laws and regulations, including those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
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## **10. Personal Information**

- (a) Registrations may be entered into a database.
- (b) By registering for this Competition, you consent to us:
  - (i) using your Personal Information to conduct the Competition and communicate with you if you have been selected to participate in the State Championship;
  - (ii) publishing your Personal Information, or disclosing your Personal Information to State and Territory lottery departments, as required by relevant laws; and
  - (iii) using your name and likeness in any media, worldwide, for an unlimited period for promotional purposes without payment to you, including for the purposes of promoting this Competition and any products manufactured, distributed and/or supplied by us or our Related Bodies Corporate.

- (c) If you wish to access, or for us to update, correct or delete, your Personal Information or information in your registration, contact us using the details below.
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## 11. Photography

- (a) During the State Championship and National Championship, photos, screenshots, videos and/or audio and visual recordings, including screen recordings may be taken of you (collectively, **Photos**).
  - (b) You understand the Photos may reveal your Personal Information (ie identify you or be capable of identifying you), including your sensitive information.
  - (c) You consent to us:
    - (i) taking Photos of you during, or immediately before or after, the State Championship and National Championship; and
    - (ii) using the Photos for the purposes specified at clause 10(b)(iii), whether in their original form or edited.
  - (d) Given the nature of the internet, a Photo of, or featuring, you that we share or publish online or via social media will be available and accessible worldwide and may be distributed, shared, liked or tagged by third parties worldwide.
  - (e) We own the Photos, including the Intellectual Property Rights in those Photos.
  - (f) You acknowledge that you are not entitled to remuneration, royalties or any other payments from us in respect of the use of the Photos by us or anyone else.
  - (g) We are not responsible to you or anyone else for the use or publication of any Photos (including screenshots) or recordings, which are taken during the State Championship and National Championship by persons not authorised or approved by us.
  - (h) We will comply with any reasonable request from the person the subject of a Photo who requests that they be removed from the Photo.
  - (i) Without limiting the above provisions in this clause 11, you consent to us using the Photos in accordance with our [Privacy Policy](#).
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## 12. Risk

- (a) You acknowledge and understand that:
  - (i) the State Championship and National Championship may involve medical or health risks, including risk of physical or mental injury (including aggravation, acceleration or reoccurrence of a pre-existing injury), risk of illness or infection, and risks to your personal property; and
  - (ii) you are responsible for:
    - (A) ensuring that you have adequate insurance to cover any personal injury, accident and/or illness arising out of, or in connection with, your participation in the State Championship and National Championship;
    - (B) the safety and security of your personal property or equipment during and after the State Championship and National Championship; and

- (C) wearing appropriate clothing and footwear when participating in the State Championship and National Championship, including to avoid the risk of injury.
  - (b) You warrant that you are physically and mentally fit to safely participate in the State Championship and the National Championship. If you are:
    - (i) aware or become aware of any illness, injury or other condition, whether physical or mental, that may impair your ability to safely participate in the State Championship and National Championship or that may impact the safety or health of others; or
    - (ii) uncertain whether you are sufficiently fit to participate in the State Championship and National Championship,then you must refrain from participating in the State Championship and National Championship.
  - (c) You agree to:
    - (i) participate in the State Championship and National Championship solely at your own risk; and
    - (ii) receive any medical treatment, including ambulance transportation, that Funlab (or its employees, volunteers, contractors, partners or agents) deem necessary or advisable in the event of injury, accident and/or illness during the State Championship and National Championship.
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## 13. Liability

To the maximum extent permitted by law:

- (a) we are not liable for any liabilities, claims, actions, and demands of whatsoever kind or nature (including in relation to personal injury, illness, death, loss, damage or expense), either in law or equity, which directly arises or may in the future directly arise, directly resulting from, or directly in relation to, the Competition, other than to the extent caused by us;
  - (b) neither party will be liable for any indirect, special, punitive, incidental, or consequential damages of any kind or loss of profits, loss of revenue, loss of data, loss of goodwill, arising out of or related to the Competition, regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if the party had been advised of the possibility of such damages.
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## 14. Funlab directions

- (a) You agree to abide by all our reasonable decisions, directions and rules issued by us (or our employees, volunteers, contractors, partners or agents) from time to time in relation to the State Championship and National Championship.
- (b) Any safety precautions undertaken by our employees, volunteers, contractors, partners or agents are for your benefit and that of other participants. We do not guarantee your safety. Any safety measures taken or adopted by Funlab for the State Championship and National Championship do not detract from your responsibility to



take care for your own safety and medical conditions and for the safety and medical conditions of others.

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## 15. Behaviour

- (a) At all times during the State Championship and National Championship, you must ensure that you do not behave in a rude, offensive or aggressive manner or engage in any conduct which damages or diminishes the reputation of Funlab or the State Championship and National Championship.
  - (b) The State Championship and National Championship are smoke and drug free events and you must ensure that your attendance and participation is not impaired by alcohol or drugs.
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## 16. Alcohol

- (a) Alcohol will be served at the State Championship and National Championship. You must not bring alcohol to the State Championship and National Championship.
  - (b) You must be aged 18 years or over to be served and/or consume alcohol at the State Championship and National Championship.
  - (c) On request, you must provide a valid proof of identification document (such as an Australian driver's licence, an Australian learner's permit or an Australian or foreign passport) to verify that you are aged 18 years or over in order to be served alcohol at the State Championship and National Championship.
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## 17. Disruption to Competition

- (a) If, for any reason, this Competition is interfered with in any way or is not capable of being conducted as planned due to a Force Majeure Event, including where such circumstance corrupts or affects the administration, security, fairness or integrity or proper conduct of this Competition, we will, as soon as reasonably practicable, notify you of the Force Majeure Event and take all reasonable steps to minimise disruption and may, to the fullest extent permitted by law:
  - (i) disqualify any registrant who tampers or interferes with the registration process;
  - (ii) disqualify any participant who tampers or interferes with the State Championship or National Championship; or
  - (iii) subject to required regulatory approval, cancel, terminate, modify, reschedule or suspend the Competition, as reasonably appropriate.
- (b) Any registrant found to be using a form of software or third party application to register multiple times (including scripting software) will have all registrations invalidated and any claim to participate in the State Championship, National Championship or any claim to a First Place Prize, Prize or the Major Prize will be invalidated. If you have already received a First Place Prize, Prize or the Major Prize, you must (at your cost)

immediately return it to us. We may request any documentation we consider necessary to assist with our assessment.

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## 18. General

- (a) Any failure to enforce any of our rights does not constitute a waiver of those rights.
  - (b) Any part of these Terms that is illegal, void or unenforceable may be severed, and the remainder will continue in force.
  - (c) This Competition and any issues relating to the construction, validity, interpretation and enforceability of these Terms will be governed by the laws of Victoria, Australia.
  - (d) If you have any questions or issues regarding these Terms or how this Competition is conducted, you may contact us at [marketingplanning@fun-lab.com](mailto:marketingplanning@fun-lab.com). We will determine how any issues will be resolved.
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## 19. Definitions

**AEDT** means Australian Eastern Daylight Time.

**Force Majeure Event** means an event or circumstance beyond our reasonable control, including natural disaster, acts of war, riots, vandalism, failure or shortage of power supplies or other essential utility, pandemic, epidemic, quarantine or other widespread or serious threat to human health (including an outbreak or recurrence), strike, a change in applicable law, government imposed shutdown or closure, infection by computer virus, bugs, tampering, unauthorised intervention, fraud or technical failures.

**Immediate Families** means any of the following (whether natural, step or adopted): spouse, ex-spouse, de-facto spouse, child, parent, grandparent, uncle, aunt, niece, nephew or sibling.

**Intellectual Property Rights** means all patents, rights to inventions, copyright, trade marks, trade names and domain names, rights in goodwill, rights in confidential information and any other intellectual property rights, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist now or in future anywhere in the world.

**National Championship** means the Holey Moley National Championship occurring from 7pm to 11pm AEDT on 11 March 2025 at Lot 1 and 2, 82-94 Darlinghurst Road, Potts Point, 2011, New South Wales.

**Personal Information** has the meaning in the Privacy Act 1988 (Cth).

**Related Bodies Corporate** has the meaning in the Corporations Act 2001 (Cth).

**State Championship** means the Holey Moley State Championship occurring from 7pm to 11pm local time on 20 February 2025 at:

- (a) **Victoria:** Shop 121-124&127, Level 1 Clarke Street, Building Crown Entertainment Complex, 8 Whiteman Street, Melbourne 3006;
- (b) **Queensland:** 25 Warner Street, Fortitude Valley, 4006;
- (c) **New South Wales:** 75 O'Riordan Street, Alexandria 2015;
- (d) **Western Australia:** 53 Lake Street, Northbridge, 6003;

- (e) **South Australia:** Level 1, 162-170 Pulteney Street, Adelaide, 5000;
- (f) **Australian Capital Territory:** Canberra Centre, Corner of Cooyong Street and Ainslie Ave, 148 Bunda Street, Canberra City, 2608.