

THE AUSTRALIAN PIGEON CENTRE

“Where Passion takes Flight”

DISPUTE RESOLUTION POLICY

We are committed to providing world-class Customer Service, and to dealing with disputes and complaints in a prompt, efficient, and fair manner. We will endeavour to provide our final response to your dispute or complaint within 21 days. We may require additional information from you about your dispute or complaint. If this applies, we will contact you.

Our dispute and complaint handling process is set out below.

1. CONTACT

As a first point of reference, you should direct your dispute or complaint to the Group via email.

2. ESCALATE TO MANAGEMENT

Should you be in any way dissatisfied with the resolution provided by the Group you may escalate your query to a member of our Management Team via email. They will then investigate your dispute or complaint, and respond back to you.

3. CARD DISPUTES

If your dispute or complaint is not resolved to your satisfaction and it is about a transaction on your Visa card or EFTPOS card (but not a competition or event dispute), you can escalate your dispute to the Australian Financial Complaints Authority. The Australian Financial Complaints Authority can be contacted on 1800 931 678 or at info@afca.org.au. Please note at this time The Group does not provide Credit Card or EFTPOS facilities although in the future this may occur.

PROMOTIONAL TERMS AND CONDITIONS

In addition to our Terms of Use and other Terms and Conditions, the following terms and conditions apply to all “Promotional Offers” that we may, in our absolute discretion, offer or provide to you from time to time.

1. GENERAL

You agree to be bound by these Promotional Terms and Conditions and any additional terms and conditions (including eligibility requirements) by participating in any Promotional Offer or accepting any benefit from a Promotional Offer.

Any reference to a time in relation to a Promotional Offer is Australian Eastern Daylight Brisbane Time or AEDT.

All Promotional Offers are in Australian dollars or value unless specifically stated otherwise.

Any Promotional Offer conducted via Facebook, Instagram or other social media platforms are not sponsored or endorsed by that social media platform.

Unless otherwise specified, all Promotional Offers are claimed by entering the relevant Promotional Offer acceptance within your member account on our online platforms.

Unless stated otherwise, if you do not redeem your Promotional Offer within 3 days after receiving your Promotional Offer, your Promotional Offer may expire and you will forfeit it without any liability on our part. Redeemed but unused Promotional Offers may expire after 7 days from the date and time they are redeemed and will be forfeited thereafter without any liability on our part.

2. GENERAL ELIGIBILITY REQUIREMENTS

You are eligible to participate in a Promotional Offer when you satisfy these Promotional Terms and Conditions and/or any additional or replacement terms and conditions (including eligibility requirements), for example, those contained in our marketing, communications or online Platforms for that type of Promotional Offer.

You can only be eligible for one (1) Offer per person, Account, household, residence, address (but not a PO Box or business address), internet connection, computer, mobile device and payment method (for example, a specific credit card or bank account.)

You are eligible for either one (1) Offer across all of our brands, including but not limited to The Australian Pigeon Centre, The Mallee Classic Internationale and/or Thoroughbreds of the Sky.

You are eligible to redeem only one (1) Promotional Offer per day. In the event that you have received more than one (1) Promotional Offer, we may (in our absolute discretion) permit you to redeem only one (1) of those per day.

Promotional Offers are not transferable. If you receive a Promotional Offer, you are not permitted to transfer it to anyone else.

If there is a discrepancy between the name associated with your Account and the name associated with your deposit method (e.g. credit card holder), you may be ineligible for a Promotional Offer and the Promotional Offer may be withdrawn or invalidated.

To be eligible to participate in a Promotional Offer, you will be required to make a minimum entry fee payment of the specified amount to your selected competition or event (including but not limited to credit card, PayPal, electronic funds transfer and bank deposit).

All members are eligible to participate in Promotional Offers. Please check the terms and conditions of each specific Promotional Offer for details of whether you are eligible to participate in a particular Promotional Offer.

Promotional Offers are only available to bona fide members who at all times act in good faith and without fraud.

Promotional Offers are not available to members considered to be abusing or undermining the spirit or intention of the Promotional Offer.

We may, in our absolute discretion, determine that a member is no longer eligible to receive Promotional Offers.

We will endeavour to advise a member should they be deemed ineligible to receive Promotional Offers.

3. BONUS ENTRY FEES

Unless specifically stated otherwise, a Bonus entry fee will be notified to the member within 24 hours of winning any bonus entry fee.

The bonus entry fee value will be announced one (1) week prior to the entry fee being able to be used.

Bonus Entry fees will be drawn from a Barrel. E.g. one example could be a bingo type barrel will be used to randomly draw a winner.

A Bonus entry fee may be used as a single entry fee on a pigeon or may be divided into smaller, equal valued portions ("Bonus Entry Fee Portions") where this is available within our online entry fee Platforms.

Bonus entry fee may be available for use on eligible competitions and events.

Only one (1) Bonus entry fee or Bonus Portion can be redeemed per competition or event per week.

Bonus entry fees cannot be transferred, withdrawn or redeemed for cash or cash equivalent.

If you fail to use the Bonus Entry fee within the 7 day time frame for the next event, the Bonus entry fee or Bonus entry fee Portions will be cancelled and forfeited.

4. INELIGIBILITY & IRREGULAR ENTRY FEES

If at any time we determine that you are ineligible to participate in any Promotional Offer or have breached, abused or undermined these Promotional Terms and Conditions (including eligibility requirements) or our Terms of Use or other Terms and Conditions, or the spirit or intent of the Promotional Offer, we reserve the right to refuse your participation in that Promotional Offer, disqualify you from participating in that Promotional Offer, and cancel, void or reverse any relevant entry fee/s.

Irregular entry fee types and irregular entry fee patterns continue to evolve. We reserve the right to determine what is or may constitute an irregular entry fee or irregular entry fee pattern from time to time.

Before any withdrawals are processed against the member where you have taken advantage of a Promotional Offer, all entry fees will be reviewed for any irregular entry fees and irregular entry fee patterns.

We may withhold any withdrawal where an irregular entry fee or irregular entry fee pattern has been identified.

We reserve the right to cancel and void any entry fee, regardless of whether it relates to a Promotional Offer or not and regardless of whether it is pending or resulted, where we determine that the entry fee is an irregular entry fee or there is an irregular entry fee pattern.

5. LIMITS FOR PROMOTIONAL OFFERS

Unless otherwise specified, any offers claimable by any member under any Promotional Offer, either separately or as a combination of more than one Promotional Offer, is unlimited per member.

6. MODIFICATION OR WITHDRAWAL OF PROMOTIONAL OFFERS

We may modify or withdraw the types of Promotional Offers that we make available at any time without prior notice without any liability on our part.

We may also withdraw any Promotional Offer at any time without prior notice without any liability on our part.

7. DISPUTES

We retain records for all Promotional Offers for a period of one (1) month from the date the final results for that Promotional Offer are determined.

Any disputes regarding any Promotional Offer should be escalated in accordance with our Dispute Resolution Process available on our website.

8. SEVERABILITY

Each clause within these Promotional Terms and Conditions is severable from this document. If a clause is found to be void, invalid or unenforceable for any reason, the remaining clauses remain in full force and effect.