

SMGA POLICIES

Terms and Conditions of Use of SMGAHHI.COM

Welcome to the official website of the Senior Men's Golf Association of Hilton Head Island (SMGAHHI). If you continue to use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and our Refund Policy as set forth hereinbelow, govern the SMGAHHI's relationship with you in relation to this website.

The terms 'Senior Men's Golf Association', 'Senior Men's Golf Association of Hilton Head Island', 'SMGAHHI', 'us' or 'we' refers to the owner of the website whose mailing address is P.O. Box 5190, Hilton Head Island, SC 29928. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

The content of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inadvertent inaccuracies or errors, and we expressly disclaim any and all liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any and all information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website are true and accurate and meet your specific requirements.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, photos and graphics.

Reproduction of any or all of the content on our website is prohibited without the express written consent of SMGAHHI.

From time to time this website may also include links to other websites. These links are provided by us in good faith for your convenience to provide further information or services. They do not signify that we endorse the website(s) or warrant their accuracy. We expressly disclaim any and all responsibility for the content of the linked website(s).

You may not create a link to this website from another website or document without the SMGAHHI's prior express written consent.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of the United States of America and the state of South Carolina.

Privacy and Security Policy

What information do we collect?

SMGA collects information from you when you apply for membership, register for an event, or fill out a form. Your name, SMGA Number, club affiliation, year joined, forward tee status, and/or telephone number are shown on our site on one or more of the following pages: "Pairings & Tee Times", "Results", "Credits" and "Members" roster. When registering on our site, you may be asked to provide any or all of the following information: your name, e-mail address, mailing address, phone number, GHIN number or other related information.

What do we use your information for?

Any and all of the information we collect from you may be used in one of the following ways:

- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs)
- To process transactions (for the express purpose of registering and charging you for entry into the event requested.)
- To send periodic emails (the email address you provide for registration, may be used to send you information and updates pertaining to your registration, in addition to providing occasional updates and related announcements, etc.)

How is your information protected?

Our website, SMGAHHI.COM, is accessible to the public. All information set forth above is available to anyone who logs on to our website. SMGA neither claims to, nor offers, any protection for the information referenced above. If you wish to be excised from our website's "Members" page we will do so. After SMGA adopted an online Event Registration and Payment paradigm in 2016, SMGA's web page continues to be fully open to the public. However, when a member clicks the "Event Signup and Payment" option on the SMGA Main Menu to apply to play in, and pay for, one of our tournaments, he will be disconnected from the SMGA web site and transferred to the GHIN TPP web site operated by GHIN exclusively for SMGA. This website uses a secure protocol (HTTPS) to safeguard information. The 'S' at the end of HTTPS stands for 'Secure'. It means all communications between the member's browser and the GHIN website are encrypted. Data entered on the site is secure and encrypted once sent on to the secure gateway for processing. From that point on, all security of personal information provided is protected by the GHIN TPP online web site.

GHIN is using a full API integration with the AFS/NMI payment gateway. Payments don't get redirected to another hosted page for payment. The payments will occur right on the secure GHIN TPP online website page. The secure gateway is tied right into GHIN programming and is the engine that drives an online solution. It is the means to get the payments in a secure fashion to and from processing and customer banks. The AFS/NMI gateway is a Level I PCI certified data facility, which is the highest security level ranking available for providers in the processing industry. Payments happen on GHIN's HTTPS secure site and connect via a Level 1 PCI certified data facility. SMGA has been sufficiently assured by the GHIN web site and the AFS/NMI gateway that they are using a secure server and all supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into GHIN'S database to be accessible only by those authorized with special access rights to such systems, and who are required to keep the information confidential.

Do we use cookies?

We do not use cookies.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is required to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Children's Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age without a parent or guardian's consent. Our membership is only open to, and directed towards, men 55 years of age or older.

Online Privacy Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Terms and Conditions

Please also review our Terms and Conditions section, above, establishing the use, disclaimers, and limitations of liability governing the use of our website.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page.

Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below:

Senior Men's Golf Association, P.O. Box 5190, Hilton Head Island, SC 29928

Refund Policy

Entry fee charges:

Entry fees and cart fees for an SMGA event are not charged to a player/team's credit card account until the player/team is "accepted" into the event. Once "accepted" into an event, your credit card is charged, and refunds, if any, are subject to the following Refund Policy.

Refund Policy:

- a. If a player desires to enter a particular event, he may do so only during the seven day registration period. If he does so, he is placed in a "Pending List" along with all other applicants. At any time during the seven day registration period, he may access the "Events Registered For" page on the GHIN TPP site to confirm his position in the "Pending List". If circumstances arise which will prevent him from playing in the event, he may click the "withdraw" link on the "Events Registered For" page at any time during

- the seven day entry period, and he will be withdrawn from the tournament and no charges to his credit card will be made.
- b. After midnight on the final day to register for an event, the pairings are established and all members who are selected to play in the event have their credit card charged for the Entry Fee and the Cart Fee. A player may no longer “withdraw” from an event for which he is selected to play. If circumstances arise between midnight of the final day to register and 6:00 p.m. on the Sunday preceding the event which will preclude him from playing in the event, he may “cancel” by calling and speaking with one of the two Event Coordinators for that event. A player who “cancels” in this way will forfeit his Entry Fee, but a credit will be issued to his credit card on file for the amount of the Cart Fee charged. This applies even if the Event is subsequently cancelled, e.g., due to inclement weather. A player who “cancels” will not receive playing credit.
 - c. If, beginning at 6:01 p.m. on the Sunday preceding an event, a player who is registered to play in that Event a) cancels by calling and speaking with an Event Coordinator; b) is more than 5 minutes late for the scheduled start of the event; or c) completely fails to appear for the event, he is considered a “No Show” and forfeits both his Entry Fee and his Cart Fee. In each such instance, a “blind” will be established whose scores will be used in addition to his scheduled partner(s) for the purpose of determining his partner(s) place of finish in the event. If a player arrives more than 5 minutes late for the scheduled start of an event, he may, at the discretion of the Event Coordinators, be permitted to join his foursome and play however many holes remain to be played. However, his score will not count and he will be ineligible to share in any prize money which his partner(s) may win. Any such prize monies will be shared with the “blind”.
 - d. If a player appears for an event, and, because of an injury immediately prior to or during play, or because of a medical condition, or because of a change in playing conditions (walking or cart path only), withdraws from the event before the event has been completed, the Event Coordinator is authorized, at their discretion, to authorize a refund of the cart fee and give playing credit to the affected player(s).
 - e. If a player on the day of the event withdraws from, or fails to complete, the event, because of a non-medical issue, no playing credit is given and no refund is available.
 - f. Onsite cancellation of an event due to course closure is to be determined by the host golf club.
 1. If an event is cancelled before start of play because of adverse weather conditions, playing credit will be given and a full refund will be issued for all participants who did not previously cancel or “no show”. The refund will be credited to the account from which payment was made for registration. A no-show is not considered a participant.
 2. If an event is cancelled after play has started, players may or may not receive refunds, depending on a decision to be made between the SMGA Event Coordinators and the host golf club. However, playing credit will be given. The refund, if any, will be credited to the account from which payment was made for registration.

Your Consent

By using our site, you consent to our Terms and Conditions, Privacy and Security Policy and Refund Policy as set forth hereinabove.