

# CLUB SALTBAR - TERMS OF USE

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## 1. INTRODUCTION

- 1.1 This document contains a full set of Terms of Use governing your use of the Club Saltbar card ("the Card").
- 1.2 We recommend that you read this document carefully before using the Card.

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## 2. DEFINITIONS

- 2.1 In these Terms of Use:

**"Card"** means the Club Saltbar Card

A reference to **"we"**, **"us"** or **"our"** is a reference Central Park (Salt) Pty Limited as trustee for the Central Park Trust trading as Saltbar Beach Bar and Bistro ABN 2308 6708 759 of Bells Boulevard, Kingscliff New South Wales. C/- P O Box 1598 Kingscliff NSW 2487.

A reference to **"you"** or **"your"** is a reference to the person who holds a Card.

**"Valid Proof of Identity"** either a driver's licence, bank statement, credit card, EFTPOS card, 18+ card or health card or Medicare card.

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## 3. ACCEPTING THE CARD & AGREEING TO THE TERMS OF USE

- 3.1 You accept the Card on the Terms of Use contained in this document and you agree to be bound by these Terms of Use.
- 3.2 Should you lose the Card, we are under no responsibility to replace it.
- 3.3 The Card is not a credit card, and cannot be used for any other purpose other than as detailed herein.
- 3.4 The Card is not transferable.
- 3.5 The Card remains our property.
- 3.6 The recipient of the Card must be 18 years or over.
- 3.7 Our employees are not eligible to accrue or redeem reward points in their own name for the Card.

- 3.8 Reward points earned by you are not transferable to another person holding a Card.
- 3.9 We prohibit Cards being lent or borrowed to other persons in order to receive points or gain other benefits under the Card.
- 3.10 You must notify us of any change of address or of a lost or stolen Card. We are not liable for any delay in replacing a Card or for any unauthorised use of the Card.

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**4. MEMBERSHIP**

- 4.1 A \$5 Membership Fee is payable at time of application.
- 4.2 You reserve your right to cancel your Card at any time, cancellation must be given by visiting us at the Saltbar and presenting Valid Proof of Identity.
- 4.3 All accrued points will be forfeited and no refund will be given on any monies paid once cancellation of the Card occurs.

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**5. TRANSACTIONS MADE WITH THE CARD**

- 5.1 Points will be credited to your account for purchases by you on qualifying goods or services.
- 5.2 Promotional and incentive programs may be offered to you from time to time.
- 5.3 We will have the absolute discretion to determine which goods or services are qualifying goods and services and the number of points that will be credited to your account for such purchases.
- 5.4 You must present your Card to our staff before the purchase is concluded. Failure to present your Card will result in no points being credited to your account for the purchase.
- 5.5 Points cannot be transferred or redeemed as cash. Corporate and function spend is excluded.
- 5.6 At the time of printing points can be earned as follows; five (5) points for every one (1) dollar spent in the mainbar, sports bar and bistro and two (2) points for every one (1) dollar spent in Salt Cellars Bottle Shop.

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**6. POINT REDEMPTION**

- 6.1 Points may be redeemed by you for goods from the mainbar, sports bar or bistro.

- 6.2 Points cannot be exchanged, transferred, sold, or bartered and any points will not be refunded.
- 6.3 Points cannot be redeemed in Salt Cellars Bottle Shop, with the exception of the Card special promotions.
- 6.4 Each point equates to one (1) cent, for example: 100 points equates to one (1) dollar to spend in the mainbar, sports bar or bistro.
- 6.5 Point balance will appear on the bottom of transaction receipts each time you present your Card when making a purchase in the mainbar, sports bar, bistro or Salt Cellars Bottle Shop.

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**7. OTHER DEDUCTION OF POINTS**

- 7.1 We may deduct from the points balance in your account any points credited in error and any points relating to a purchase which is cancelled or reversed or where a refund is given.
- 7.2 Each year, on the 30 June, all points will expire and your Club Saltbar account will reset unless points are redeemed prior to 30 June. A notification will be sent to all Club Saltbar members prior to point expiry.

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**8. LIABILITY**

- 8.1 You indemnify us against all expenses, losses, damages and costs that it may sustain or incur as a direct or indirect result of a breach by you of any of your responsibilities under the terms of the Terms of Use.
- 8.2 Any failure by us to insist on strict compliance with any term of the Terms of Use or any delay by us in exercising our rights under the Terms of Use will not constitute a variation or waiver of any provision of the Terms of Use or of any right available to us.
- 8.3 Points will not be credited until you become a Card holder.
- 8.4 Any tax, liability, or duty arising from your participation in the loyalty program is the responsibility of you.
- 8.5 We may, without prior notice to you, change those goods and services which qualify for points and the number of points that attach to those goods and services.
- 8.6 We reserve the right to suspend or terminate the Card at any time without prior notice. We will not be liable for the suspension or termination of the program on any account whatsoever including (without limitation) for any points balance in your account at the time of suspension or termination.

- 8.7 A notice shall be deemed to be given by us to you if it is sent to the postal or e-mail address of yours appearing on the card program database.
- 8.8 By joining the Card program you will automatically receive regular updates including events, entertainment and specials taking place at Saltbar and Salt Cellars bottle Shop. If you wish to opt out of receiving these updates as a valid cardholder you must notify us in writing or visit Saltbar and present valid proof of identity.
- 8.9 We will not be liable for any failure to perform or delay in performance of any obligation where such failure or delay is due to anything beyond our reasonable control, including but not limited to adverse weather or terrain, strikes, lockouts and other industrial action, raw material shortages, accidents, power failure, breakdowns of plant or machinery or import or export regulations or embargoes.

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**9. CHANGES TO TERMS OF USE**

- 9.1 We reserve the right to change any of the terms contained in this Terms of Use at anytime where the change is required:
- (a) to add or remove participating retailers and/or where the Card may be redeemed;
  - (b) to add or remove goods or services which may be purchased with the Card;
  - (c) for infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
  - (d) to comply with any contract, law regulation or statute or other order or judgement of any Court, tribunal or any other body having competent jurisdiction; or
  - (e) where acting reasonably we consider that it will not be to your detriment.

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**10. JURISDICTION**

- 10.1 These terms and conditions will be construed according to and be governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts in and of New South Wales in relation to any dispute arising under these terms and conditions.

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**11. PRIVACY**

- 11.1 We will take all reasonable steps to protect the personal information we hold.

- 11.2 You shall have access to the personal information we hold and you may correct it if necessary. Please contact Saltbar Beachbar and Bistro on any queries in relation to this, phone +61 2 6674 5587 or email [info@saltbar.com.au](mailto:info@saltbar.com.au)
- 11.3 We shall not intentionally collect sensitive information about you unless you have consented to this.
- 11.4 We will not sell your personal information to third parties unless they are a related entity or business of us.

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**12. FORCE MAJEURE**

- 12.1 To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential) no be in default under these Terms of Use for failure to observe or perform any of our obligations under these terms of use for any reason or cause which could not, with reasonable diligence, be controlled or prevented including, acts of God, acts of nature, acts of governments or their agencies, strikes or other industrial action, fire, floods, storms, rights, power shortage or failure, sudden and unexpected system failure or disruption by war or sabotage (force majeure event) and our obligations will be suspended for as long as the Force Majeure Event continues.