



## - TERMS AND CONDITIONS -

### WIN A TINNIE AND BEER FOR A YEAR\*

#### PARTICIPATION

1. This competition (the "Promotion") is conducted by Central Park (Salt) Pty Ltd as trustee for the Central Park Trust trading as Saltbar Beachbar and Bistro ABN 2308 6708 759 of Bells Boulevard, South Kingscliff New South Wales (the "Promoter").
2. The Promotion is a game of chance and skill plays no part in determining the winners.
3. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take the Prize if they are a winner.
4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
5. The Promotion is only open to eligible entrants (the "Entrants"), being individuals who are:-
  - (a) Permanent residents of Australia;
  - (b) 18 years or older and must not be:-
    - (i) employees of Saltbar Beachbar and Bistro or an employee of any companies, related corporations or agencies associated with the Promotion; or
    - (ii) a spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of such an employee.
6. Entry to the Promotion commences at 09:00 hours, **Friday 15 May 2009** and closes at 15:00 hours on Sunday 16 August 2009 (the "Entry Period"). All times and dates are times and dates in NSW, which may be AEST or AEDT depending on the date. All times are stated using the 24 hour clock. 00:00 hours is the start of the day and 24:00 hours is the end of the day.

## Entry

7. To enter the Promotion, during the Entry Period, an Entrant must:-
  - (a) Purchase any Coca-Cola product from the list stated in clause 8 at the Saltbar main bar, sports bar or Salt Cellars Bottle Shop;
8. Coca-Cola "Products" include:
  - (a) Any Coca-Cola alcoholic product including Pilsner Urquell, Peroni, Miller GD, Miller Chill, Grolsch and Bluetongue Lager;
  - (b) Any product including postmix Coke, Diet Cocke, Coke Zero, Sprite, Lift, Tonic Water;
  - (c) Any 2 litre bottle of Coke, Diet Coke, Sprite and Lift;
  - (d) Any 1.25 litre Kirks Soda Water, Ginger Ale and Tonic Water;
  - (e) Any 250ml bottle of Coke, Diet Coke, Coke Zero;
  - (f) Any 250ml bottle of Mount Franklin sparkling or 350ml bottle of Mount Franklin Still;
  - (g) Any 330ml bottle of Coke; and
  - (h) Any 150ml bottle of Kirks Ginger Ale
9. To qualify for entry, the purchase of a specified Coca-Cola "Product" must be made from the main bar, the sports bar or the bottle shop.
10. When an eligible 'Coca-Cola' product is purchased from the main bar, sports bar and Salt Cellars Bottle Shop, a receipt will automatically print. An entry form will appear on the bottom of the printed receipt. The entry form must be completed in full and placed it in any one of the entry boxes located at the main bar, bistro, sports bar or bottle shop or posted  
  
Saltbar Beachbar & Bistro  
Win a Tinnie competition  
C/- P O Box 1598  
Kingscliff NSW 2487
11. Entrants are responsible for paying for all postage and other costs if they choose to send their entry form via post.
12. Entry is only valid if all details on the entry form are complete.
13. Entrants must ensure their entries are received by the Promoter during the Entry Period. All entries are deemed to be received at the time of receipt by the Promoter. The Promoter takes no responsibility for late, lost or misdirected entries. The Promoter accepts no responsibility for any entries not received by the Promoter or for any delays in the delivery of any entries via post.
14. Should an Entrant's contact details change at any time between the Entry Period, the Entrant must notify the Promoter of the new details immediately.

15. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that the winner cannot provide suitable proof that winner will forfeit their prize in whole and no substitute will be offered.
16. Any entry that is made on behalf of an Entrant by a third party or otherwise by proxy will be invalid.
17. The Promoter may, at its absolute discretion, declare any or all entries made by the Entrant to be invalid if the Entrant:-
  - (a) Fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction; or
  - (b) Appears, to the Promoter, to have been tampered with or benefited from tampering with, the entry process; or
  - (c) Someone submits an entry that is not in accordance with these Terms and Conditions.

### **Winners**

18. There will be one winner (the "Winner") over the entire Entry Period.
19. The Winner will be drawn at Saltbar Beachbar and Bistro, Bells Boulevard, Salt Village, South Kingscliff, NSW at 16.00 hours on Sunday 16 August 2009 (the "Draw Date").
20. The drawn result by the Judge is final and no correspondence will be entered into.
21. The Winner will be notified where possible by telephone on the day of the draw and in writing as far as practicable within four (4) business days of the draw date. The name of the Winner will be published on the [www.saltbar.com.au](http://www.saltbar.com.au) website and included in the September 1 2009 edition Salt Village Life email magazine.
22. Normal efforts will be taken to contact the Winner. If the prize is not claimed within two months of the Draw Date and no one claims the prize, an unclaimed prize draw will take place at the Saltbar Beachbar and Bistro, Bells Boulevard, Salt Village, South Kingscliff, NSW on Sunday 25 October 2009. The first unclaimed prize draw Winner will be notified by phone and email on Sunday 25 October 2009 and their name will be published in an edition of the Salt Village Life email magazine.

### **Prizes**

23. The Winner will win a Blue Fin 3.25m Tinnie boat with Mercury 5hp 2/stroke outboard motor, Dunbier fully Galvanised boat trailer with NSW registration and safety gear.
24. The total value of the prize is \$5690.00

25. The prize value is correct as at Monday 27 April 2009. The prize value is reflective of the recommended retail price in Australian dollars. The Promoter takes no responsibility for any variation in the prize value.
26. If the winner is present in person at Saltbar Beachbar and Bistro at the time of the draw they will also win 'beer for a year' which will consist of twelve (12) cases of beer in total. One case of beer can be collected from Salt Cellars Bottle Shop every month starting in August 2009 with the final collection month being July 2010. The case of beer will be a product as stated in Clause 8(a) or another Coca-Cola product available at that time and will be at the discretion of the Promoter.
27. If the prize (or part of the prize, if applicable) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued the permits for the conduct of the promotion. The Promoter accepts no other liability or responsibility for any loss incurred by a Winner or any other party if any prize (or part of a prize), if applicable, is not available for any reason.
28. Right to receive the prize is not transferable or exchangeable and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
29. Unless expressly stated in these Terms and Conditions, all expenses incurred in relation to the collection of and enjoyment of this prize are the responsibility of the Winner.
30. The Winner is advised that tax implications may arise from winning the prize and the Winner should seek independent financial advice prior to the acceptance of the prize.
31. Once the prize has left the Promoter's premises, the Promoter and its agents and companies associated with the promotion will not be responsible for any delay in delivery or damage caused to the prize.
32. The Winner consents to their name, town/suburb of residence and photo being published by the Saltbar Beachbar and Bistro on its internet site and in the Salt Village Life magazine and email magazine. Further information may be published with the permission of the Winner.

### **General**

33. To the full extent permitted by the law, the Promoter and its agents and companies associated with the Promotion (the "Relevant Party") will not be liable for any loss, damage, claim, costs, expense or personal injury which is suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the Promotion and use of the prize, including:-
  - (i) Any direct, economic or consequential loss or loss of profits;
  - (ii) Anything arising from the negligence of a Relevant Party; and
  - (iii) Any liability for personal injury or death.

34. If for any reason, the Promotion is not capable of running as planned, subject to the approval of those authorities which have issued permits for the conduct of this competition, the Promoter reserves its rights in its sole discretion to cancel, terminate, modify or suspend the competition, including to disqualify any individuals who tamper with entry and/or the entry process.
35. The Winner acknowledges that the prize may be subject to additional terms and conditions imposed by third parties including all State and Commonwealth Laws relating to the use of the Prize. The Winner must become acquainted with any such additional terms and conditions prior to taking the prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the prize, nor for the breach of those conditions by any person.
36. These Terms and Conditions are governed by the laws of the State of New South Wales.
37. These rules are Terms and Conditions and constitute the entire Terms and Conditions between the Entrant and the Promoter with respect to the Promotion and cannot be altered, modified or amended.
38. All entries become the property of the Promoter.
39. Authorised under NSW Permit No. LTP 09/03497
40. At all times the Promoter supports the responsible consumption of alcohol and does not promote excessive drinking.

### **Privacy**

41. The Promoter is bound by the national privacy principles and the Privacy Act 1988. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the promotion, publicise its Winners and to send Entrants marketing information where Entrants have consented. Entrants' personal information may be disclosed to marketing and communication agencies in order to conduct this promotion. Personal information about entrants may also be disclosed to the authorities responsible for the regulation of gaming and lotteries. Winners' names will be published and retained as required by relevant legislation as specified in these Terms and Conditions. The personal information of each Winner may be provided to others assisting in the conduct of the Promotion, including the Promotion Administrator, prize suppliers and deliverers, and to regulatory authorities. Entrants can contact the Promoter by mail at PO Box 1598, Kingscliff, NSW 2487 or by telephone on 02 6674 5587 to request access to, or corrections of, any of the personal information that the Promoter holds about them.