

## 1. INTRODUCTION

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- 1.1) This document contains a full set of Terms and Conditions for the Club Saltbar Members Draw.
- 1.2) We recommend that you read this document carefully before engaging in the Club Saltbar Members Draw promotion.
- 1.3) The Club Saltbar Members Draw promotion is to commence on Sunday 4 June 2010 between 6pm - 7pm.

## 2. DEFINITIONS

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- 2.1) In these Terms and Conditions:

<b>“Card”</b>	means the Club Saltbar Card
A reference to <b>“we”</b> , <b>“us”</b> or <b>“our”</b>	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 <b>“you”</b> , <b>“your”</b> , <b>“Member”</b> or <b>“Members”</b>	is a reference to the person who holds a Club Saltbar Membership Card.
A reference to the <b>“Prize”</b>	is a reference to the \$50 Members Draw prize which jackpots each week unless claimed within the specific time frame.
<b>“Valid photo identification”</b>	either a driver’s licence, 18+ card or passport.

## 3. ENTRY

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- 3.1) Entry is free and limited to Club Saltbar members.
- 3.2) An individual may become a member by completing a Club Saltbar membership application form available via the Saltbar website or at the Saltbar venue.

- 3.3) Members are bound to the terms and condition of Club Saltbar - *Club Saltbar Terms and Conditions* are available for download via the Saltbar website or at the Saltbar venue.

## **4. CLAIMING THE PRIZE**

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- 4.1) The Members Draw involves one (1) Club Saltbar Membership number; randomly draw each week via an electronic number selector.
- 4.2) Winning members must produce their current Club Saltbar membership card and valid photo identification, if requested by the Duty Manager conducting the draw, to claim the prize. Failure to do so will deem the member ineligible to claim the prize.
- 4.3) The winner will be given four (4) minutes to produce their current Club Saltbar membership card, photo identification and present themselves to the Duty Manager conducting the draw. The membership number and/or the winners name will be announced a minimum of three (3) times during that four (4) minutes.
- 4.4) Cash prize is supplied by Saltbar Beachbar and Bistro. If cash isn't available at time of the draw the winner will accept alternative method of payment to be made at the discretion of the Duty Manager.

## **5. THE PRIZE**

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- 5.1) The prize jackpots \$50 each week if unclaimed within four (4) minutes of the time of draw.
- 5.2) Maxim prize jackpot is \$2000, at which time a 'Members Draw' event will be held. One Member number will be drawn every four (4) minutes until prize is claimed – up to twenty (20) numbers will be drawn.
- 5.3) If, after the twentieth (20<sup>th</sup>) draw the prize is still unclaimed, the winner will be the member present with the next lowest number.

## **6. CONCLUSION OF THE DRAW**

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- 6.1) The final Club Saltbar Members Draw will be conducted on Sunday 3 July 2011.
- 6.2) On conclusion date the total prize pool remaining will be extinguished. One Member number will be drawn every four (4) minutes until prize is claimed - up to twenty (20) numbers will be drawn.
- 6.3) If, after the twentieth (20<sup>th</sup>) draw the prize is still unclaimed, the winner will be the member present with the next lowest number.

## 7. PROMOTION AND MARKETING

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- 7.1) Winner must make themselves available for photos which are to be used in marketing, public relations, communications and promotional activities relating to the Club Saltbar Members Draw.
- 7.2) Activities may include (but are not limited to) all forms of media without limitation on television, radio, press, magazines, outdoor, direct mail, public relations, posters, flyers, corporate videos, Internet (worldwide) and literature, for an undefined period of time.
- 7.3) Winner acknowledges that Saltbar is not obliged to include winner in marketing, public relations, communications and promotional activities.
- 7.4) Winner agrees that their participation in photography may be edited at the sole discretion of Saltbar.

## 8. LIABILITY

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- 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 and Conditions.
- 8.2) Any failure by us to insist on strict compliance with any term of the Terms and Conditions or any delay by us in exercising our rights under the Terms and Conditions will not constitute a variation or waiver of any provision of the Terms and Conditions or of any right available to us.
- 8.3) Any tax, liability, or duty arising from your participation in the Club Saltbar Members Draw promotion is the responsibility of you.
- 8.4) We reserve the right to suspend or terminate Membership Cards 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.
- 8.5) 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.
- 8.6) 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.

## 9. CHANGES TO TERMS AND CONDITIONS

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- 9.1) We reserve the right to change any of the terms contained in this Terms and Conditions at anytime where the change is required.

- 9.1)1. for infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
- 9.1)2. 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
- 9.1)3. where acting reasonably we consider that it will not be to your detriment.

## **10. JURISDICTION**

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- 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.

## **11. PRIVACY**

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- 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.

## **12. FORCE MAJEURE**

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- 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 and Conditions for failure to observe or perform any of our obligations under these Terms and Conditions 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.