HAYNES BAR & GRILL – Win a Trip to Bali

TERMS AND CONDITIONS OF ENTRY

As at 29 October 2018

**General**

Information on how to enter and the competition prize form part of the Terms and Condition of Entry.

Entry into this Competition is deemed acceptance of these Terms and Conditions.

To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

**Who can Enter**

Subject to the clauses below, entry is open to all residents of Western Australia who have fulfilled the requirements set out below (“Eligible Entrants”):

1. Employees, and their immediate families, of the Promoter, related entities, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
2. Any entrant who is under the age of 18, as of the date of entry, is not eligible to enter this competition.
3. Any entrant who does not reside in WA with a valid residential address, is not eligible to enter this competition.

The Promoter is the Haynes Bar & Grill. The Promoter’s address is 131 Eighth Road, Armadale.

**How to Enter**

To enter Eligible Entrants must, during the Promotional Period (defined below):

1. Spend $10.00 or more in a single transaction at Haynes Bar & Grill to receive a stamp on your entry card. Once 4 stamps have been received, the entry card is valid;
2. Complete the entry form (Full Name, Phone Number, Email Address and residential address), with the 4 stamps and place the completed entry into the barrel;
3. Agree to receive direct marketing from Haynes Bar & Grill (by completing entry form).

The winner may be required to verify their identity and provide proof of age.

Entrants may only enter their own name and must have ongoing access to the email and phone provided on the entry form. Inaudible, incomprehensible, illegible and incomplete entries may be deemed invalid.

**Number of Entries Permitted**

Multiple entries are allowed, provided each entry is valid, and is associated with a separate qualifying transaction and the transaction or items are not the subject of a return, cancellation.

**Open, Close, Draw and Publish Dates**

The competition commences on Monday, 29 October 2018 at 8.00am and closes 7PM on Sunday, 1 December 2018 (“Promotional Period”). All times noted in these Terms and Conditions are AWST (Australian Western Standard Time).

The competition will be drawn on Saturday, 1 December 2018 at 8pm by the Promoter. Entries must be received by the Promoter prior to the competition close date and time to be eligible.

The winner will be the first valid entry drawn at random by the Promoter at Haynes Bar & Grill, 131 Eighth Road, Armadale. The winner must be present to receive the prize. The winner’s name will also be published on the Haynes Bar & Grill Facebook page www.facebook.com/haynesbarandgrill and Website www.haynesbarandgrill.com.au

The winner consents to having their photograph taken with the prize, to be used across Haynes Bar & Grill social media channels, website and EDM, upon acceptance of the prize and without remuneration.

The prize will be made available for on the night of the draw, 1 December 2018.

The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.

The Promoter may conduct such further draws on Saturday, 1 December 2018 at 131 Eighth Road, Armadale.

**Prize**

1. The total number of competition winners in this competition is one (1).
2. The winner must be present at Haynes Bar & Grill when the draw is conducted, in order to claim the Prize.
3. The total prize pool is valued at $2,000.00. In the form of a Flight Centre Voucher to the Value of $1,500.00, and $500.00 cash.
4. The prize must be taken as provided, unless otherwise approved by the Promoter. The prize is subject to change and availability. Any requests for changes must be approved by the Promoter and the Prize supplier.
5. The prize may be redeemed at a time and date suitable to the Winner within 12 months of winning the prize.
6. The prize is non-transferable. No compensation will be payable by the Promoter or related entities if a winner is unable to use any element of the prize as stated for whatever reason. Any part of a prize that is not taken for any reason is forfeited by the Winner.
7. The Promoter, Prize Supplier and related agencies and companies take no responsibility for any changes in prize value.

**Further Terms and Conditions**

Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded the prize and then found to have breached this clause, the entrant must immediately return the prize awarded. The promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation is deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.

Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded the prize and then found to have breached this clause, the entrant must immediately return the prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to WA legislation. Cash will not be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier’s requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

The Promoter requires a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.

The Promoter reserves the right to request winners to sign a winner’s deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age and proof of residency at the nominated prize delivery address in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

The Promoter’s decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into.

No responsibility is accepted for late, lost or misdirected entries. The prize is subject to availability and not transferable or exchangeable.

Prizes to be collected at Haynes Bar & Grill on the night of the draw.

The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

**Privacy Collection Statement**

The Promoter collects entrants’ personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions.

All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.

In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the competition, including but not limited to being interviewed and photographed. The winner agrees to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.

Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

The Promoter reserves the right to amend, cancel or suspend this competition if any event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use “scripting” is not permitted and will not be accepted.

Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia.

Except for any liability that cannot by law be excluded, including the non-excludable guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:

1. Any technical difficulties or equipment malfunction (whether or not under the Promoter’s control);
2. Any theft, unauthorised access or third-party interference;
3. Any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
4. Any variation in prize value to that stated in these Terms and Conditions;
5. Any tax liability incurred by a winner or entrant; or
6. Use of a prize The Promotor (including its’s officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person’s negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the non-excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of The Promoter.