

Grill Seekers Giveaway

Terms and Conditions

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General Conditions of Entry

1. These Terms and Conditions apply to the **Grill Seekers Giveaway** (the "**Promotion**")– promoted by Capricorn Society Limited (ACN 008 347 313) of 28 Troode Street, West Perth, Western Australia 6005 (the "**Promoter**"). The Promoter can be contacted at the above address or by phone on 1800 327 437 in Australia, or 0800 401 444 in New Zealand, or by email at csl@capricorn.coop.
2. Capitalised terms are defined either within these Terms and Conditions or the Schedule.
3. The Promotion commences **10:00 am AWST on Thursday 15 January 2024** and closes at 11:59pm AWST on **Friday 15 March 2024** (the "**Promotional Period**").
4. Entry is open only to eligible **Capricorn Members**, being those businesses registered to conduct business in Australia and New Zealand that are Members of Capricorn (including Australian trial members holding a Capricorn Trade Account), during the Promotional Period and at the time of the prize draw. Member businesses owned by employees or officers of the Promoter or any related company are ineligible to enter.
5. There is one prize of a Weber Family Q+ 3100N+ ("**Prize**"). The recommended retail price (RRP) of the Prize is AU\$899. This prize is subject to availability and the model may change.
6. To receive an entry, an owner, director or authorised representative of an eligible Member must:
 - a) Host a barbeque and take photo of it
 - b) Share this photo with the Promoter, via one of the following methods
 - i) Create or "Share to Feed" the photo(s) on a Facebook post, using their personal or Member business' Facebook account, and tag the Promoter's Facebook page (<https://www.facebook.com/CapSoc>) on the post by entering the @ symbol and immediately type in the Promoter's page; or
 - ii) Entering a comment with the photo(s) in any of the posts related to the Promotion on the Promoter's Facebook account; or
 - iii) Email the photo(s) to ignition@capricorn.coop
 - c) An eligible Member who satisfies these criteria will become an "**Entrant**".

7. Each post made by an Entrant using their personal or Member business Facebook account is counted as one entry and there are no limits on the number of entries a Member can submit to the prize draw.
8. The Promoter in its sole and unfettered discretion will determine in the event of any uncertainty or dispute:
 - a) whether or not a business is an eligible Member;
 - b) whether or not an eligible Member is entitled to an entry.
9. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants and reserves the right, in its sole discretion, to disqualify anyone who the Promoter has reason to believe has breached or does not comply with any of these Terms and Conditions, is not or has ceased to be an eligible Member or Entrant, has tampered with the entry process or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion.
10. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties or unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law subject to any directions required from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
11. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. These Terms and Conditions shall be governed by the laws of the State of Western Australia and of the Commonwealth of Australia and each Member agrees to submit to the exclusive jurisdiction of the courts thereof.
13. This promotion is not associated with or endorsed by Weber.
14. This promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook. Entrants understand that they are providing their information to Capricorn Society Ltd and not to Facebook (noting, however, that Facebook may also have rights to use information in accordance with its terms and policies). By participating in this promotion, Entrants agree to a complete release of Facebook from any claims in relation to this Promotion.

The Prize and Prize Draw

15. All eligible entries received by the Promoter during the Promotional Period will be entered into the **Prize Draw**. The Prize Draw will take place at **10am AWST Wednesday 20 March 2024**.
16. The prize draw will take place at the offices of the Capricorn Society, 28 Troode Street, West Perth, Perth WA 6005. The prize draw will be conducted by computer-generated random entry selection and a single winning entry will be selected at random. The Promoter reserves the right to draw and

record additional entries for use in the event that the initial entry is invalid or ineligible or the prize is unclaimed.

17. The Promotor's decision as to the winner is final and no correspondence will be entered into.
18. The prize will be delivered to the Member's choice address.
19. The prize is not transferable or redeemable for cash.
20. The Promotor may, in its discretion, substitute a prize or any part of a prize with a prize of equal value (subject to any direction or approval required from any relevant regulatory authority).
21. In the event that the winner is not contactable, does not provide any information required or otherwise chooses not to accept the prize within 10 days of the prize draw, they forfeit all and any claims to the prize, and a winner will be redrawn under the clause dealing with an unclaimed prize.
22. The winner will be informed by telephone or in person, and in writing (which may include by e-mail) within 7 days of the Prize Draw. The Prize will be delivered to a physical location nominated by the winner (which must be in Australia or New Zealand) within 28 days of the Prize Draw in the case of a delivery address in Victoria and 45 days for any other delivery addresses .
23. Details of the winner may also be published in Capricorn Society Limited's trade publication *Ignition*, e-newsletters and social media channels and other publications, and by entering the competition the Member consents to such use of their information.

Unclaimed Prize

24. If a redraw is required, it may take place two business days after the prize is not accepted or otherwise goes unclaimed with notification of the winner and the timing for claiming and delivery of the prize otherwise occurring in accordance with the timing associated with the initial prize draw (subject to any direction or approval required from any relevant regulatory authority).

Liability

25. Subject to clauses 26 and 27, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury, illness or death or any loss or damage (including whether direct, indirect, special or consequential or for loss of profits) arising in any way out of the promotion or Prize including but not limited to, liability arising out of the following:
 - a) equipment malfunction (whether or not under the Promoter's control);
 - b) any claim that a Prize 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;
 - c) any variation in prize value to that stated in these Terms and Conditions;
 - or d. use of a Prize.

26. Clause 25 does not apply to any liability that cannot by law be excluded, but in such case liability is limited to the greatest extent allowed by law.
27. Nothing in these Terms and Conditions restricts, limits, excludes or modifies any consumer rights provided under the *Competition and Consumer Act 2010 (Cth)*.

Promotional Activities

28. By participating in the Promotion, Entrants consent to the following:
- a) In the event that they are the winner, participating in photo, recording or video sessions as reasonably required by the Promoter; and
 - b) the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media (including social media) and publications for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and any products arranged, distributed and/or supplied by the Promoter.
29. By participating in the Promotion, the Entrant grants the Promoter a non-exclusive, world-wide, royalty-free, irrevocable, sub-licensable and perpetual licence to use the photograph used as part of the entry pursuant to clause 6 for promotional and marketing activities. The Entrant warrants to the Promoter it has full authority to grant the licence contemplated by this clause.
30. The Entrant shall ensure that any persons who are creators or authors of the photograph and material submitted by it under clause 6 as part of this Promotion, consent to the Promoter using the photograph and material in a manner that would otherwise infringe those individuals' moral rights. This may include, but is not limited to, the Promoter using the photograph without attributing authorship.

Personal Information Collection Statement

31. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on this personal information being provided. The Promoter will also use and disclose personal information as set out in its Privacy Policy, which can be viewed at capricorn.coop. This includes using personal information for promotional, marketing, research and profiling purposes, including sending electronic messages or telephoning the Entrant.

The Promoter may share personal information collected across the countries it operates in for the purposes set out or permitted in this collection statement or our Privacy Policy. The Promoter operates in Australia and New Zealand. The Promoter and its service providers may also use cloud-based

software solutions to perform internal processes which means that information provided to the Promoter may be transferred, used or stored outside of Australia or New Zealand. The Privacy Policy also contains information about how the Promoter handles information, including how persons can access and correct their information or make a complaint. For more information email privacy@capricorn.coop or phone 1800 327 437 (Australia) or 0800 401 444 (New Zealand) and ask to speak to the Capricorn Privacy Officer.