

2011 CAPRICORN GREAT SOUTHERN ROADSHOWS – PRIZE GIVEAWAYS

Rules and Conditions

1. The following rules and conditions apply to the 2011 Capricorn Great Southern Roadshows occurring on 22-24 February 2011 (each, a “**Gameshow**”) for each of the Zones defined in Rule 2 below being promoted by Capricorn Society Limited (ACN 008 347 313) of 172 Burswood Road, Burswood, Western Australia 6100, Australia and whose telephone number is (+61) (8) 6250 9500 (“**Capricorn**”). It is a condition of entry to each of the Gameshows that Participants (as defined below in Rule 3) accept and agree to be bound by these rules and conditions as they apply to each of the Gameshows. Any Participant who does not agree to be bound by these rules and conditions (or any part thereof) shall forfeit entry to a Gameshow and any claim to the Prize (as defined below). Where Capricorn requires a licence to conduct the Gameshow, such licence details are documented next to the relevant jurisdiction in Rule 2 below.
2. Capricorn will run separate Gameshows as part of the 2011 Capricorn Great Southern Roadshows across the following locations in New Zealand:-
 - 2.1 Nelson Suburban Club, 168 Tahunanui Drive, Nelson;
 - 2.2 Greymouth Workingmen’s Club, 41 Guinness Street, Greymouth; and
 - 2.3 Papanui Club, 302 Sawyers Arms Road, Christchurch.(each, a “**Zone**” or “**Prize Zone**”, as the context permits)
3. The Gameshow is only available to attendees of the various Great Southern Roadshows in the Prize Zone who are named on a Member Registration Form as attendees **and** who are present and participate (as chosen in accordance with Rule 6 below) in the Gameshow on the night (a “**Participant**” or collective the “**Participants**”). All Participants must be a Capricorn Society Limited Member or to be eligible to participate in the Gameshow, must represent the Capricorn Society Limited Member on whose Member Registration Form they are listed and for which such Member any Capricorn Society Limited Reward Points won will be awarded.
4. The grand prize for the Gameshow for a Participant is 50,000 (fifty thousand) Capricorn Society Limited Reward Points (“**Grand Prize**”) in the currency of the country in which the Gameshow held (which equates to \$AUD 500.00 or \$NZ 500.00), and there may be other prizes provided by suppliers attending the Great Southern Roadshows (“**Supplier Prizes**”) which a Participant may win on the terms set out in these terms and conditions (collectively the “**Prizes**” or according to context, singularly a “**Prize**”). A Participant must visit and have their name recorded at each of the Supplier stalls on display at a Gameshow in the relevant Zone to be eligible to win any of the Supplier Prizes. The Capricorn Society Limited Reward Points are issued pursuant to their terms of use under the Capricorn Society Limited Reward Point Program.
5. Participants may participate in only one of the Gameshows occurring in a Zone.
6. The Prizes will be drawn on the evening of each of the Gameshows in the Zones at a time to be announced. The Prizes will be drawn by a method of random selection.
7. Capricorn does not guarantee that a Participant will win any particular Prize. Capricorn does not guarantee that any attendee will become a Participant.
8. The winning Participants will be informed immediately at the Gameshow of the Prize they have won. The winning Participants shall have 7 calendar days to claim the Prizes by advising Capricorn of the same as follows:
 - By telephone: Free call 1800 005 311 for Australian Members or 0800 401 444 for New Zealand Members
 - By e-mail: events@capricorn.coop
9. In consultation with the winning Participants who claim their Prizes, Capricorn shall make appropriate arrangements for such Participants to take the benefit of the Prizes by distributing the Prizes to such winning Participants at the end of the Gameshow or facilitating the delivery of the Prizes to the Participants from the relevant Capricorn Preferred Supplier. In the case of the Participant who wins the Grand Prize, Capricorn shall add the Rewards Points value to that Participant’s Capricorn Society Limited Member’s Reward Point Total with Capricorn or to the Reward Point Total of the Capricorn Society Limited Member on whose Member Registration Form they were listed.

10. If however, a winning Participant is unable, unwilling or chooses not to claim a Prize on the terms and conditions set out herein within the specified timeframe noted in Rule 8 above by advising Capricorn of its intention to do so in accordance with Rule 8 above, the winning Participant's entitlement to their Prize will be forfeited and a new winner will be drawn. A new winner shall be drawn by barrel draw comprising of the remaining attendees at the relevant Gameshow who were eligible to become Participants, but who were not chosen in accordance with Rule 6 on the night, 28 days following the relevant Gameshow (the "Redraw"). The Redraw shall be held at 4:00pm Australian Western Standard Time at the offices of Capricorn Society Limited being 172 Burswood Road, Western Australia 6100. The Redraw shall apply only to the Prize or Prizes that remain unclaimed and the same eligibility criteria will apply.
11. If, following a Redraw, and following the processes described in Rule 10 above, a winning Participant or winning Participants have not claimed a Prize or Prizes in any Zone, Capricorn reserves the right to withdraw the Prize or Prizes for the Prize Zone where the Prize has not been claimed in accordance with these rules and conditions on or after 8 weeks following the relevant Gameshow and the Prize or Prizes were not claimed.
12. To claim the benefit of the Prizes, Participants must be employed by or associated with, automotive businesses who are full Capricorn Society Limited Members on the day of the relevant Gameshow at which the Participant won a Prize.
13. The Prizes are not transferable and cannot be converted or exchanged for any other Prize or Prizes and the Grand Prize of Capricorn Society Limited Rewards Points is for the specified Reward Points amount only. The Prizes are not available to persons under 18 years of age. In the event that the Participant chooses not to accept a Prize they forfeit all and any claims to the Prize.
14. Capricorn does not warrant the suitability and/or fitness for purpose of any Prize under any of the Gameshows.
15. All Prizes are non-transferable, non-exchangeable and are not redeemable for cash.
16. Participants may withdraw their entry from any of the Gameshows at any time in writing to Capricorn.
17. Cash will not be awarded in lieu of the Prizes or any part of a Prize.
18. To the fullest extent permitted by law, all Participants release and discharge Capricorn from, and indemnify Capricorn against, all liability, cost, loss, claim, damage or expense arising out, incidental to or consequent upon acceptance of a Prize including but not limited to loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise and if liability cannot be excluded by law, Capricorn excludes liability to the maximum extent permitted by law.
19. Capricorn will not be responsible or liable if for any reason beyond its control a Prize (or any part thereof) is not provided. Capricorn may choose, subject to applicable law, to substitute a different Prize of equivalent value in place of the relevant Prize.
20. Unless otherwise expressly provided in a Prize, any tax payable as a result of a Prize being awarded or received will be the responsibility of the Participant. Each Participant may choose to seek independent financial advice prior to accepting a Prize.
21. It is a condition of this Gameshow that Capricorn has the perpetual and non-exclusive right without fee or charge to:-
 - a. publicise the names and addresses of winning Participants; and
 - b. to use any of the publicity material arising out of the agreement in Rule 22 in the manner specified in Rule 22.
22. The Participant receiving a Prize agrees to participate in photo, recording or video sessions as required by Capricorn and acknowledges that Capricorn has the right to use such publicity materials in any medium including but not limited to the internet in any reasonable manner Capricorn sees fit.
23. The ability of the Participant to use a Prize will be the sole and absolute responsibility of the Participant.
24. A reference to Capricorn includes but is not limited to its servants, directors, officers, employees, agents, administrators, affiliates, personal representatives, insurers, contractors, successors and assigns (and, where applicable, legal personal representatives). A reference to a Participant includes their successors and assigns (and, where applicable, legal personal representatives) which these rules and conditions bind including but not limited to for the benefit of Capricorn.
25. For the purposes of these rules and conditions and unless the contrary intention appears, the singular includes the plural and the opposite gender includes the other gender, an obligation, representation or warranty in favour of 2 or more persons is for their benefit jointly and severally and an obligation, representation or warranty on the part of 2 or more persons binds them jointly and severally, any thing or amount includes any part of it and if a word or phrase is defined, its other grammatical forms have a corresponding meaning.

26. To the extent that any one or more of the sections, rules, conditions or any portion or portions hereof are rendered unenforceable or are prohibited those sections, rules, conditions and/or portion or portions hereof shall be to that extent unaffected and severable without invalidating or modifying the remainder which shall continue in full force and effect as if the section, rule, condition, or portions rendered unenforceable or prohibited had not been included herein.
 27. All decisions and actions of Capricorn in relation to any of the Gameshows and/or redemption of a Prize are exercised according to its absolute and unfettered discretion and are final. No discussions or correspondence in relation to the same will be entered into with any person by Capricorn.
 28. Capricorn's failure to enforce any of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any person and without limiting the foregoing any such failure by Capricorn will not amount to a waiver.
 29. Subject to the particular legislative requirements in a Zone for which the Gameshows are drawn Capricorn may vary the rules and conditions of or terminate any of the Gameshows or any part thereof at any time in its absolute discretion without liability to any Participant or any other person.
 30. The Gameshows and the rules and conditions thereof shall be governed by the laws of the State of Western Australia and the Commonwealth of Australia and each Participant agrees to submit to the exclusive jurisdiction of the courts thereof.
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