

2011 SUPPLIER INCENTIVE - AUSTRALIA

Rules and Conditions

1. The following rules and conditions apply to the 2011 Supplier Incentive (the "**Supplier Incentive**") for the Geographic Zones defined in Rule 3 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 the Supplier Incentive that Capricorn Preferred Suppliers (individually a "Supplier" and collectively "Suppliers") accept and agree to be bound by these rules and conditions as they apply to the Supplier Incentive. Any Supplier who does not agree to be bound by these rules and conditions (or any part thereof) shall forfeit entry to the Supplier Incentive and any claim to the Prize (as defined below).
2. Suppliers have been grouped into similar sized participants (the "**Prize Group**") based on annual sales volumes and their geographical region and allocated and advised in writing of a 'sale against target amount' being a sales target to be reached on each Supplier's Capricorn Trading Account (the "**Sales Target**"). The Sales Target must be reached during the Period to qualify for entry into the Supplier Incentive. The Sales Target allocated to each Supplier for the Period is based on each Supplier's Capricorn Trading Account average sales during the 2010 calendar year. Sales Targets for New Zealand Suppliers shall be in New Zealand dollars and Sales Targets for South African Suppliers shall be in South African Rand unless indicated otherwise. Each Sales Target is non-negotiable and no discussion will be entered into by Capricorn in relation to the same. Suppliers **MUST** achieve at least 100% of their individual Sales Target to be eligible to enter the Supplier Incentive. Upon becoming eligible, Suppliers will be ranked according to their Sales Target performance and allocated tickets based on their ranking, with the highest ranking Supplier allocated first until all tickets allocated for the relevant **Prize Group** are exhausted. Supplier 3:6:12 (Cap Ezi Finance), Freight and Equipment accounts are not eligible for the Incentive Programme and are not contained in the definition of Supplier herein.
3. A total pool of 95 tickets has been allocated across the Australian **Prize Groups**. Capricorn may at its sole discretion allocate additional tickets.
4. The eligibility period for the Supplier Incentive shall be the period beginning at 8:30am, 1st February 2011 Australian Western Standard Time and ending 5:00pm, 31 December 2011 Australian Western Standard Time for Suppliers whose principal place of business according to the records of Capricorn is in one of the Prize Groups listed in Rule 2 above - a total of eleven (11) calendar months (the "**Period**"). Each Supplier may be eligible in one Prize Group only.
5. This Supplier Incentive is only available to Capricorn Suppliers in each Prize Group who are current Suppliers as at 1 January 2011. Suppliers must remain full Capricorn Suppliers at all times throughout the Period and not have their Preferred Supplier Trading Account with Capricorn closed at the time of the Prize announcement to be eligible to enter the Supplier Incentive.
6. Monthly updates of progress results will be provided to Suppliers.
7. The prize for this Supplier Incentive is a ticket to the 2012 Capricorn Convention, 5 - 12 May, 2012, being seven nights at Club Med Phuket, Thailand (the "**Convention**"), valued at approximately AU\$3,500, per single ticket (depending on point of departure) and as detailed further below (the "**Prize**"). The Prizes will be determined for each Prize Group as documented in Rule 8 below.
8. The Prizes that will be announced for each of the Prize Groups for the Supplier Incentive are as follows and are based on one adult (being persons aged 18 years and older) sharing twin accommodation:-
 - One return economy airfare to Club Med, Phuket in Thailand (from the respective international airports designated by Capricorn as being the geographically closest departure point to the Supplier and being either Sydney, Adelaide, Brisbane, Melbourne, Perth, Auckland or Johannesburg);
 - Seven nights (7) accommodation in a 'Superior' room (on a twin share basis);
 - All food and beverages for the Convention stay being the period of the Convention which is 5 – 12 May 2012 (conditions may apply);
 - Entry to all Convention 2012 seminars, events and the Official Gala Dinner;
 - The Special Convention 2012 gift;
 - Club Med membership;
 - Airport transfers (subject to the terms contained herein); and
 - Departure tax (conditions may apply).

9. The Period shall end at 5:00pm, 31 December, 2011 Australian Western Standard Time. The Prize will be announced at 4:00pm on Tuesday 10 January 2012 Australian Western Standard Time at the registered offices of Capricorn Society Limited being 172 Burswood Road, Burswood, Western Australia 6100.
10. The winning Suppliers will be informed by either telephone or in person, and in writing (which shall include where Capricorn holds such details, contact by e-mail) within 2 calendar days of the Prize being announced and details of the prize winners published on the Capricorn website www.capricorn.coop under 'Suppliers – Events'. The winning Suppliers shall have 7 calendar days to claim the Prize by advising Capricorn of the same as follows:
- By telephone: Free call 1800 005 322 for Australian Suppliers
Free call 0800 401 444 for New Zealand Suppliers
Free call 0800 993 129 for the Republic of South Africa
- By e-mail: events@capricorn.coop
11. In consultation with the winning Suppliers who claim their Prizes, Capricorn will make appropriate arrangements for each winning Supplier to take the benefit of the Prize including issuing airline tickets and an itinerary for each winning Supplier claiming the Prize in accordance with Rule 11 above.
12. The results of the Supplier Incentive for the Prize Groups will be published on Capricorn's website within 2 days of the prize announcement(s) and in Capricorn's trade publication *Ignition* in its *February 2012* edition which is published and sent to Suppliers by post on or about 8 February 2012, and if a further announcement is necessary in accordance with Rule 14, its *March 2012 edition* which is published and sent to Suppliers by post on or about 8 March 2012.
13. Capricorn shall use reasonable efforts to contact the winning Suppliers. If however, a winning Supplier is unable to be contacted using the most up to date contact details provided by the Supplier to Capricorn and as documented in Capricorn's internal records, or is unable, unwilling or chooses not to claim the Prize on the terms and conditions set out herein within 7 calendar days by advising Capricorn of its intention to do so in accordance with Rule 11 above, the winning Supplier's entitlement to the Prize will be forfeit and a new winner will be selected being the next highest ranking Supplier in the relevant pool on 23 January 2012 at 4:00pm Australian Western Standard Time. If, following a second selection, a winning Supplier has not claimed a Prize, Capricorn reserves the right to withdraw the Prize(s) where the Prize(s) have not been claimed in accordance with these rules and conditions on or after 2 February 2012.
14. Any Supplier who wins a Prize must nominate and endorse one attendee in writing (the "**Attendee**") and the Attendee must be authorised and warranted by the Supplier as a worthy and appropriate representative of the Supplier. Capricorn reserves the right to exclude any Attendee from participating in the Convention including but not limited to receiving a Prize for any reason, including but not limited to, that Attendee's medical condition or history, the preservation of the safety of Capricorn's staff members or any other person or because Capricorn deems that the behaviour of an Attendee may bring Capricorn's brand into disrepute or expose Capricorn to a greater legal risk. Capricorn reserves the right to request an alternative Attendee from the Supplier.
15. Capricorn makes no representation or warranty whatsoever that any Supplier current as at 1 January 2011 will remain a Supplier at all times throughout the Period.
16. The Prize is not transferable and cannot be converted or exchanged for any other Prize and is for the specified dates of the Convention only. The Prize is not available to persons under 18 years of age. In the event that the Supplier chooses not to accept the Prize they forfeit all and any claims to the Prize.
17. Capricorn does not warrant the suitability and/or fitness for purpose of any goods and/or services awarded as the Prize under this Supplier Incentive.
18. Each Supplier and Attendee are subject to the same terms and conditions as apply to all Convention Participants and to be eligible to use, receive or enjoy the Prize it is a pre-condition that the Attendees (and Supplier if requested by Capricorn) on request execute a document confirming their understanding and acceptance of the terms and conditions set by Capricorn as applying to other persons attending the Convention. A full set of Convention Terms and Conditions can be found on the Capricorn Society Limited website at <http://www.capricorn.coop> under 'About Us /Terms & Conditions /Capricorn 2012 Convention – Terms and Conditions'.
19. Other than those expressly included in the Prize, no other costs will be included and all other expenses (including but not limited to the incidentals, insurance, spending money, taxes, vaccinations, items of a personal nature, in-room charges, additional transfers costs to the geographically closest departure point and other ancillary costs) will be at each Attendee's cost.
20. The Prize is subject to availability, non-transferable, non-exchangeable and is not redeemable for cash.
21. Suppliers may withdraw their entry from the Supplier Incentive at any time in writing to Capricorn.

22. If a Supplier or Attendee do not take any element of the Prize earned or won at the time stipulated by Capricorn then that element of the Prize will be forfeited by the Supplier and the Attendee or Attendees and cash will not be awarded in lieu of that Prize or any part of it.
23. It will be each Attendee's responsibility to take out all relevant insurance (including but not limited to comprehensive travel insurance) at their own cost.
24. Without limiting any other rule or condition herein, Attendees shall be responsible for their own travel arrangements to and from the Capricorn designated international airport in the applicable Zone.
25. Without limiting the operation and effect of the Convention terms and conditions, to the fullest extent permitted by law, all Suppliers and Attendees 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 the Prize or participation in or concerning or relating to the Convention 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.
26. Capricorn will not be responsible or liable if for any reason beyond its control any element of the Prize is not provided. Capricorn may choose, subject to applicable law, to substitute a different Prize of equivalent value in place of the Prize.
27. Capricorn will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the Supplier or Attendee from redeeming the Prize and attending the Convention or any part of it.
28. Unless otherwise expressly provided in the Prize, any tax payable as a result of a Prize being awarded or received will be the responsibility of the Supplier and Attendees. Each Supplier and each Attendee may choose to seek independent financial advice prior to accepting the Prize.
29. It is a condition of this Supplier Incentive that Capricorn has the perpetual and non-exclusive right without fee or charge to:-
 - publicise the names and addresses of Suppliers and their Attendees; and
 - to use any of the publicity material arising out of the agreement in Rule 30 in the manner specified in Rule 30.
30. The Supplier receiving the Prize and the Attendees agree to participate in photo, recording or video sessions as required by Capricorn and acknowledge 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.
31. Any costs incurred by Capricorn due to cancellation, re-ticketing or as a result of any special request or requirement of an Attendee will be on-charged to the Supplier who nominated the applicable Attendees and by participating in the Supplier Incentive and nominating an Attendee each Supplier agrees to pay the same.
32. The ability of the Supplier or their Attendees to use the Prize will be the sole and absolute responsibility of the Supplier or their Attendee.
33. 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 an Attendee 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.
34. 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, anything or amount includes any part of it and if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
35. 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.
36. All decisions and actions of Capricorn in relation to this Supplier Incentive and/or redemption of the 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.

37. 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 or Attendee and without limiting the foregoing any such failure by Capricorn will not amount to a waiver.
38. Subject to the particular legislative requirements in each Prize Group for which this Supplier Incentive is determined, Capricorn may vary the rules and conditions of or terminate this Supplier Incentive or any part thereof at any time in its absolute discretion without liability to any Supplier, Attendee or any other person.
39. This Supplier Incentive 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 Supplier and Attendee agrees to submit to the exclusive jurisdiction of the courts thereof.

