

2010 CAPRICORN BURSON AUTO PARTS TRADE SHOW COMPETITION Rules and Conditions

1. The following rules and conditions apply to the 2010 Capricorn Burson Auto Parts Trade Show Competition (the "**Authorised Purchaser Competition**") for the Geographic 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 the Authorised Purchaser Competition that entrants accept and agree to be bound by these rules and conditions as they apply to the Authorised Purchaser Competition. Any entrant who does not agree to be bound by these rules and conditions (or any part thereof) shall forfeit entry to the Authorised Purchaser Competition and any claim to the Prize (as defined below). Where Capricorn requires a licence to conduct the Authorised Purchaser Competition, such licence details are documented next to the relevant jurisdiction in clause 2 below.
2. Capricorn will run the Authorised Purchaser Competition across the following geographic trading zones:-
 - 2.1 New South Wales [Authorised under NSW Permit no LTPS/10/10672].the "**Zone**" or "**Prize Zone**".
3. This Authorised Purchaser Competition is only available to attendees of the Burson Auto Parts Trade Show to be held at Rosehill Race course, James Ruse Drive, Rosehill, NSW 2142 on 4 November 2010 who open a New Authorised Purchaser Account with Capricorn on Capricorn's standard terms and conditions on or before 5:00pm Australian Eastern Standard Time on Friday, 19 November 2010 on (the "**Entrants**").
4. The prize for this Authorised Purchaser Competition is a 32 inch flat screen television (the "**Prize**").
5. The Prize will be drawn at 4:00pm on Monday, 22 November 2010 Australian Eastern Standard Time at Burson Auto Parts, 17 Cawarra Rd, Caringbah NSW 2229. The Prize will be drawn by barrel draw.
6. The winning Entrant 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 3 calendar days of the Prize being drawn. The winning Entrant shall have **4 weeks** to claim the Prize by advising Capricorn of the same as follows:
 - By telephone: Free call 1800 005 311 (within Australia)
 - By e-mail: David.Robert@capricorn.coop
7. In consultation with the winning Entrant who claims the Prize (the "**Winner**"), Capricorn will make appropriate arrangements for the Winner to take the benefit of the Prize within 21 days of the Winner claiming the Prize in accordance with Rule 6 above.
8. The results of the Authorised Purchaser Competition for the Prize Zone will be published in Capricorn's trade publication *Ignition* in its *January 2011* edition which is published and distributed by post on or about *10 January 2011*, and if a redraw is necessary in accordance with Rule 9, its *February 2011* edition which is published and sent to Members and New Authorised Purchasers by post on or about *10 February 2011*.
9. Capricorn shall use reasonable efforts to contact the winning Entrant. If however, a winning Entrant is unable to be contacted using the contract details provided to Capricorn in the Entrant's Application to become a Capricorn New Authorised Purchaser or is unable, unwilling or chooses not to claim the Prize on the terms and conditions set out herein within the specified timeframe noted in Rule 6 above by advising Capricorn of its intention to do so in accordance with Rule 6 above, the winning Entrant's entitlement to the Prize will be forfeited and a new winning Entrant will be drawn using the same method described in Rule 5 above, and comprising of the remaining Entrants, within **28 days** of the original draw ("**Redraw**"). The Redraw will be held at the offices of Capricorn Society Limited (ACN 008 313 347), 172 Burswood Road, Burswood, WA 6100. If, following a Redraw, a winning Entrant has not claimed the Prize, Capricorn reserves the right to withdraw the Prize where the Prize has not been claimed in accordance with these rules and conditions on or after 1 February 2011.

If, following a Redraw, a winning Entrant has not claimed the Prize, within 24 hours of the Redraw by advising Capricorn of its intention to do so in accordance with Rule 6 above, the relevant winning Entrant's entitlement to

the Prize will be forfeited and a new winner will be drawn on subsequent weekly intervals until the Prize is claimed in accordance with these terms and conditions.

10. The Prize is not transferable and cannot be converted or exchanged for any other Prize. The Prize is not available to persons under 18 years of age. In the event that the Entrant chooses not to accept the Prize they forfeit all and any claims to the Prize.
11. Capricorn does not warrant the suitability and/or fitness for purpose of any goods and/or services awarded as the Prize under this Authorised Purchaser Competition.
12. 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, taxes or transport costs) will be at the Winner's cost.
13. The Prize is subject to availability, non transferable, non exchangeable and is not redeemable for cash.
14. Entrants may withdraw their entry from the Authorised Purchaser Competition at any time in writing to Capricorn.
15. If an Entrant does 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 Entrant and cash will not be awarded in lieu of that Prize or any part of it.
16. It will be the Winner's responsibility to take out all relevant insurance at the Winner's own cost.
17. To the fullest extent permitted by law, all Entrants 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 entry into the Competition 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.
18. 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.
19. Capricorn will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the Entrant from redeeming the Prize.
20. Unless otherwise expressly provided in the Prize, any tax payable as a result of the Prize being awarded or received will be the responsibility of the Winner. The Winner may choose to seek independent financial advice prior to accepting the Prize.
21. It is a condition of this Authorised Purchaser Competition that Capricorn has the perpetual and non-exclusive right without fee or charge to:-
 - publicise the names and addresses of winning Entrants; and
 - to use any of the publicity material arising out of the agreement in Rule 22 in the manner specified in Rule 22.
22. The Winner receiving the Prize agrees 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.
23. The ability of the Winner to use the Prize will be the sole and absolute responsibility of the Winner.
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 an Entrant or Winner 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 this Authorised Purchaser Competition 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.
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 Entrant or any other 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 the Zone for which this Authorised Purchaser Competition is drawn Capricorn may vary the rules and conditions of or terminate this Authorised Purchaser Competition or any part thereof at any time in its absolute discretion without liability to any Entrant or any other person.
30. This Authorised Purchaser Competition 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 Entrant agrees to submit to the exclusive jurisdiction of the courts thereof.