

**CAPRICORN EVENTS – STANDARD TERMS AND CONDITIONS (& DISCLAIMER)  
DINNER AND DISPLAY NIGHTS - 2010 GAMESHOWS (NEW ZEALAND)**

**This is an important document which limits the rights of an Event Participant (as defined below). Please read and consider carefully.**

I/ We acknowledge and agree to the following terms and conditions (and disclaimer) in respect of my/our agreement with Capricorn Society Limited (ACN 008347313) (“**Capricorn**”) (to participate in an Event (as defined below):-

1. The cost for an Event is often subsidised by Capricorn Society Limited (ACN 008 347 313) (“Capricorn”) to assist its members.
2. All registrations from participants to an Event (each an “Event Participant”) receive a confirmation both upon receipt by Capricorn of the registration form and a final confirmation approximately 1 week before an Event, so if you have not received either of the same please contact the Events department on FREECALL 0800 401 444. Cancellations received after the closing date nominated by Capricorn for reservations of participation in an Event will be subject to a reasonable cancellation fee (which may equate to the same amount as the registration fee paid for participation in the Event) and will be set off against the registration fee. **For the avoidance of any doubt, the defined term Event Participant also includes but is not limited to any person who attends, frequents, participates or is present at an Event.**
3. Without limiting any other method of acceptance of these terms and conditions, payment of the registration fee payable for participation in the Event shall constitute the Event Participant's acceptance of these Standard Terms and Conditions and Disclaimer.
4. Persons under 18 years are not permitted to attend the Dinner and Display nights.
5. Capricorn may take photos/video footage at an Event and use my/our image, footage, likeness and name in any future publicity or promotional material subject to the terms of Capricorn's privacy policy which is available at <http://www.capricorn.coop>.
6. Capricorn has the right to ask any Event Participant (including myself / ourselves) to leave an Event at any time if such person(s) behave in an inappropriate manner according to the absolute and unfettered discretion of the Capricorn Events Manager, Capricorn Events Co-ordinator, Capricorn Chief Executive Officer or any other duly appointed Capricorn representative present at an Event. If I/we are asked to leave because of conduct at an Event, I / we will immediately leave and not return to an Event location within the following 24 hour period and any price paid for an Event will not be refunded to any person(s) asked to leave.
7. Each Event Participant (including myself / ourselves) is solely responsible for their own property and belongings and Capricorn is under no obligation to replace or compensate, nor shall it be liable for any loss or damage suffered as result of property belonging to the Event Participant that may be lost or damaged.
8. To the maximum extent permitted by law, Capricorn may in its sole and absolute discretion postpone or cancel an Event, provided that it shall notify the Event Participant of any such postponement or cancellation, and in the event of any postponement of an Event to a date on which the Event Participant cannot attend, or cancellation of an Event, Capricorn shall refund to the Event Participant any consideration paid in respect of the Event, including any Capricorn Reward Points used to pay for the Event. For the avoidance of any doubt and despite any other clause contained herein, this clause does not require, mean or oblige Capricorn to refund to an Event Participant the cost, loss or expense of or associated with any accommodation in connection with, concerning or arising out of the Event whether made, booked, arranged or facilitated by Capricorn on behalf of the Event Participant or not.
9. To the maximum extent permitted by law, Capricorn will not be held responsible or liable (and I / we will not hold Capricorn responsible or liable) whether in negligence, contract or howsoever if any person (including myself/ourselves) incurs, experiences or suffers any accident, direct or indirect loss including but not limited to any loss suffered to property or person), damage, fatality, injury, inconvenience and/or health related issue whatsoever whilst in transit to or from an Event, in respect of my/our time, presence or participation at an Event and/or my/our time at an Event location before, during or after an Event. For the purposes of giving effect to this clause and in consideration of Capricorn organising the Event and the terms and conditions contained herein, I / we hereby fully and finally release and discharge Capricorn from any liability, claim, action, right or entitlement whatsoever which I/ we have against Capricorn whether known or unknown, whether accrued, contingent or inchoate arising out of, concerning or relating to the provision of the Event.
10. Capricorn may plead these terms and conditions in bar to any claim, action, proceeding or suit brought by an Event Participant against Capricorn for any matter, circumstance or thing arising out of, concerning or in any way relating to the Event.
11. Without limiting clause 9, to the fullest extent permitted by law, Capricorn disclaims all implied warranties. Where such warranties cannot be excluded, I/we agree to the fullest extent permitted by law that Capricorn's liability for any breach of

such implied warranty is limited solely to the re-supply of the relevant service or good or the payment to me/us of the cost of having the service and good provided again (at Capricorn's option).

12. 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).
13. Event means any display, show, function, dinner, convention, exhibition or gathering of a person or persons held, organised, facilitated, promoted, managed or arranged by Capricorn and for the purposes of clauses 2, 3, 7, 9, 10 and 18 herein the definition of Event is to be taken to include any accommodation used or enjoyed by the Event Participant in connection with, concerning or arising out of the Event whether made, booked, arranged or facilitated by Capricorn on behalf of the Event Participant or not.
14. If an Event Participant instructs and authorises Capricorn to book accommodation on their behalf in connection with, concerning or arising out of an Event, then the Event Participant agrees to do so on the basis, understanding and instruction to Capricorn that such booking (if confirmed by Capricorn) will be made by Capricorn on behalf of the Event Participant on the Accommodation provider's standard terms and conditions for accommodation. By authorising Capricorn to make an accommodation booking on the Event Participant's behalf the Event Participant agrees to comply with all applicable terms and conditions with respect to the accommodation booking.
15. Any Images and sound recordings of the Event taken by me/us by camera, video or audio equipment cannot be used other than for private/domestic purposes and must not be sold, licensed, broadcast, published or otherwise commercially exploited.
16. The person making a booking will be deemed to act as duly authorised agent of any other persons named in the booking and those persons so named will be bound by the Capricorn Event Standard Terms and Conditions and Disclaimer.
17. This Agreement shall be governed by the laws of New Zealand and I/We agree to submit to the exclusive jurisdiction of the courts thereof.
18. Each Event participant including me/us, or if a minor, their parents or legal guardians, fully indemnifies Capricorn and agrees to keep Capricorn fully indemnified against any loss, damage, action, demand, expense, claim, fine, charge or obligation which Capricorn has or may suffer or incur by reason of or in any way consequent upon, arising out of or incidental to the non-performance or nonobservance of the obligations and liabilities hereunder imposed on the Event participant or by reason of or concerning or arising out of any conduct, act or omission of the Event Participant at or related to the Event.
19. Capricorn will not be responsible or liable for any delays caused by a force majeure event, being a circumstance beyond the reasonable control of Capricorn including but not limited to industrial dispute, war, invasion, terrorist act, Act of God, earthquake, flood, fire, epidemic or health risk.
20. For the purposes of these Standard Terms and Conditions and Disclaimer and unless the contrary intention appears:-
  - 20.1. the singular includes the plural;
  - 20.2. the opposite gender includes the other gender;
  - 20.3. 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;
  - 20.4. any thing or amount includes any part of it;
  - 20.5. and if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - 20.6. a reference to an Event Participant includes (where applicable) the successors and assigns, directors, officers, servants, agents and personal representatives of the Event Participant, which these Standard Terms and Conditions and Disclaimer) bind.
21. To the extent that any one or more of the sections, clauses or sub-clauses of these Standard Terms and Conditions and Disclaimer, or any portion or portions hereof are or may become invalid, rendered unenforceable or are prohibited those sections, clauses, sub-clauses and/or portions hereof shall be ineffective to the extent of such invalidity, prohibition or unenforceability and shall be severable without invalidating or modifying the remainder of these Standard Terms and Conditions and Disclaimer which shall continue in full force and effect as if the section, clause, sub-clause or portions rendered invalid, unenforceable or prohibited had not been included herein.
22. Prizes given away at the Event during the gameshow "Take It or Leave It" hosted by Coyote Events Pty Ltd (ABN 84 119 352 822) ("**Coyote**") are provided by Coyote to Event Participants and not Capricorn. I/we hereby acknowledge and accept that Coyote (and not Capricorn) shall be liable to Event Participants for any prizes won during such gameshow event. For the purposes of giving effect to this clause and in consideration of Capricorn organising the Event and the terms and conditions contained herein, I/we hereby fully and finally release and discharge Capricorn from any liability, claim, action, right or entitlement whatsoever which I/we have against Capricorn whether known or unknown, whether accrued, contingent or inchoate arising out of, concerning or relating to the provision of prizes to Event Participants during or relating to the gameshow "Take It or Leave It" hosted by Coyote.

