

**2023 Capricorn  
Rewarding Moments  
Photo Contest**  
Terms and Conditions

# 2023 Capricorn Rewarding Moments Photo Contest Terms and Conditions

## General Conditions of Entry

- 1) These Terms and Conditions apply to the **2023 Capricorn Rewarding Moments Photo Contest** (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 or by email at [csl@capricorn.coop](mailto:csl@capricorn.coop).
- 2) Capitalised terms are defined either within these Terms and Conditions or the Schedule.
- 3) The Promotion commences 00:01am AWST on Friday 13 October 2023 and closes at 11:59pm AWST on Thursday 14 December 2023 (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 are six prizes to be won, in accordance with the schedule at clause 14. Each draw prize is 20,000 Bonus Rewards Points each valued at \$200. The total prize pool is 120,000 Bonus Rewards Points valued at \$1,200.
- 6) To receive an entry, an owner, director or authorised representative of an eligible Member must:
  - a) Create or "Share to Feed" a Facebook post related to the 2023 Capricorn Gala Dinner & Tradeshow which they are attending, using their personal or Member business' Facebook account;
  - b) 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; and
  - c) ensure the Facebook account used to enter the comment is following the Promoter's Facebook page detailed above during the Promotional Period.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 receive in 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 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**

- 14) All eligible entries received by the Promotor during the Promotional Period will be entered into the prize draw. The prize draw will take place at 10am (AWST) in accordance with the below Draw Dates.

Facebook posts made during the following dates ("Post Periods")	Are entered in the draw to take place on the following dates ("Draw Dates")
13-19 October 2023	20 October 2023
20-26 October 2023	27 October 2023
27 October–9 November 2023	10 November 2023

10-30 November 2023	1 December 2023
1-7 December 2023	8 December 2023
8-14 December 2023	15 December 2023

- 15) 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 post selection and a single winning entry per prize draw 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.
- 16) The Promotor's decision as to the winner is final and no correspondence will be entered into.
- 17) The prize for each draw winner is **20,000 Bonus Rewards Points** which will be credited to each winner's Capricorn Trade Account.
- 18) The prize is not transferable or redeemable for cash.
- 19) 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).
- 20) 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 their preferred address via mail or via email as notified to Capricorn within 10 days of the prize draw. In the event that the winner is not contactable, does not provide any information required or otherwise chooses not to accept the prize within 5 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.
- 21) 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**

- 22) 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).

### **Promotional Activities**

- 23) By participating in the Promotion, Entrants consent to the following in the event that they are the winner:

- a) 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 Promotor.

### **Personal Information Collection Statement**

- 24) 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](http://capricorn.coop). This includes using personal information for promotional, marketing, research and profiling purposes, including sending electronic messages or telephoning the Entrant. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their personal information, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.