

2023 Fuel Card Promotion – Bonus Points April & May

Terms and Conditions

'Bonus Points April & May' 2023 Campaign Terms and Conditions

General Conditions of Entry

1. These Terms and Conditions apply to the Capricorn 2023 Fuel Card Promotion – promoted by Capricorn Society Limited (ACN 008 347 313) of 28 Troode Street, West Perth, Western Australia 6005 (the "**Promoter**") in partnership with WEX Australia Pty Ltd (ACN 005 970 570). The Promoter can be contacted at the above address or by phone on 1800 327 437 or by email at csl@capricorn.coop.
2. The Promotion commences 12.01am AEST on 1 April 2023 and closes at 11.59pm AEST on 31 May 2023 11:59pm AEST (the "**Promotional Period**").
3. Entry is open only to eligible Members of Capricorn, being those businesses registered to conduct business in Australia that are Members of Capricorn during the Promotional Period and at the time of the prize draw. Employees and officers (and immediate family) of the Promoter or any related company are ineligible to enter.
4. There are four prizes to be won. Each prize is 50,000 Rewards Bonus Points.
5. To receive one entry an eligible Member must make a purchase of \$30 or more at any participating service station in Australia using the Capricorn Fuel Card. Purchases cannot be split for the purpose of receiving multiple entries. The Capricorn Fuel Card account in which the purchase is made must be active at the time of the draw for the entry to be valid. An eligible Member with one or more entries in the draw is an "**Entrant**".
6. There are no restrictions on how many entries an Entrant may receive.
7. 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 an Entrant, including determining the date on which a Capricorn Fuel Card was issued.
8. 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 Members or Entrant, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. 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, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - A) to disqualify any Entrant;

- B) subject to any directions required from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
10. 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.

The Prize and Prize Draw

11. The prize draw will take place on Wednesday 14 June 2023 at 10am. All eligible entries received by the Promotor during the Promotional Period will be entered into the draw.
12. The draw will take place at the offices of the Capricorn Society, 28 Troode Street, West Perth, Perth WA 6005. The draw will be conducted by computer generated random number generator 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.
13. The Promoters decision as to the winner is final and no correspondence will be entered into.
14. The prize for the four winners is 50,000 Rewards Bonus Points which will be added to their Capricorn account.
15. 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).
16. The winner will be informed by telephone or in person, and in writing (which may include by e-mail) within 7 days of the draw. The winner may claim the prize and will have it delivered to their preferred address via mail or via email as notified to Capricorn within 28 days of the draw. In the event that the winner chooses not to accept the prize, they forfeit all and any claims to the prize, and a winner will be redrawn under the clause dealing with an unclaimed prize.
17. Details of the winners may also be published in Capricorn Society Limited's trade publication *Ignition*, e-newsletters and social media channels and other publications.

Unclaimed Prize

18. If a prize is not accepted by a winner or it otherwise goes unclaimed for three months after the draw date, a redraw may take place on 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 draw (subject to any direction or approval required from any relevant regulatory authority).

Promotional Activities

19. In the event that they are a winner, the Entrant consents to:
- participating in photo, recording or video sessions as reasonably required by the Promotion; and
 - 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 Promoter including the Capricorn Fuel Card.

Personal Information Collection Statement

20. 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 www.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.