

**2024 AU Fuel Card
Promotion – 50,000 Bonus
Rewards Points Per Month
June – August**

50,000 Bonus Rewards Points Per Month June – August

Terms and Conditions

General Conditions of Entry

1. These Terms and Conditions apply to the Capricorn 2024 AU Fuel Card Promotion – promoted by Capricorn Society Limited (ACN 008 347 313) of Level 19, 141 St Georges Terrace, Perth WA 6000 (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 June 2024 and closes at 11.59pm AEST on 31 August 2024 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 (including Australian trial members holding a Capricorn Trade Account) 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 three prizes to be won, to be awarded through monthly prize draws from valid entries in each of June, July and August 2024. Each monthly prize is 50,000 Bonus Rewards Points each valued at \$500. The total prize pool is 150,000 Bonus Rewards Points valued at \$1,500.
5. The prize draw for each prize will take place on the third week of the following month based on purchases made during the previous month with the draws for June, July and August occurring on 22 July 2024, 19 August 2024 and 16 September 2024.
6. To receive an entry into a monthly prize draw, an eligible Member must make a purchase of \$50 or more at any participating service station in Australia using the Capricorn Fuel Card during relevant month in the Promotional Period (“**Eligible Purchases**”). 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 purchase and 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**”.
7. Entrants must comply with the Capricorn WEX Motorpass Card – Terms and Conditions which can be found at cap.coop/tc when making their Eligible Purchases for their entry to be valid.
8. There are no restrictions on how many entries an Entrant may receive except that entries from one monthly draw will not be carried over to the next monthly draw.
9. 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.
10. 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.

11. 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.
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.

The Prize and Prize Draw

13. The draws will take place on the Draw Dates at the offices of the Capricorn Society, Level 19, 141 St Georges Terrace, Perth WA 6000 at 10am (AWST). 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.
14. The Promoters decision as to the winner is final and no correspondence will be entered into.
15. The prize for each of the three monthly winners is 50,000 Bonus Rewards Points which will be credited to each winner's Capricorn Trade Account. Use of Capricorn Bonus Rewards Points are subject to the Capricorn Rewards Program Terms and Conditions.
16. 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).
17. 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 Capricorn Trade Account 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.
18. 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

19. 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

20. In the event that they are a winner, the Entrant consents to:

- a) participating in photo, recording or video sessions as reasonably required by the Promotion; 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 Promoter including the Capricorn Fuel Card.

Personal Information Collection Statement

21. 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 Promoter may share personal information across the countries it operates in for the purposes set out or permitted in this collection statement or its Privacy Policy. The Promoter operates in Australia and New Zealand. The Promoter and its service providers may use cloud-based software solutions to perform internal processes which means that information provided to the Promoter may be transferred, used or stored outside of Australia or New Zealand. The Promoter tries to ensure that where personal information is transferred outside of Australia or New Zealand, appropriate measures and controls are in place to protect that information. 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.