

Capricorn

2020 Fuel Card Promotion

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Terms and Conditions

General Conditions of Entry

1. These Terms and Conditions apply to the Capricorn 2020 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 on 12:01am AEST on 1 October 2020 and closes at 11:59pm AEST on 30 November 2020 (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 two prize draws:
 - a. **Prize Draw A** One prize of 100,000 Capricorn Rewards Points valued at \$1,000; and
 - b. **Prize Draw B** One prize of a StarCash Fuel Voucher valued at \$3,500.
5. To receive one entry in:
 - a. **Prize Draw A** an eligible member must apply for and successfully open a new Capricorn Fuel Card account during the Promotional Period. This Capricorn Fuel Card account must still be active at the time of the draw for the entry to be valid.
 - b. **Prize Draw B** an eligible member must make a purchase of \$30 or more at any Caltex affiliated service station using a Capricorn Fuel Card. Purchases cannot be split for the purposes of receiving multiple entries. The Capricorn Fuel Card account on 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 either Prize Draw A or Prize Draw B is an “**Entrant**”.

6. An Entrant is restricted to one entry in Prize Draw A. There are no restrictions on how many entries an Entrant may receive in Prize Draw B.
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 member 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 the Commonwealth of Australia and each Member agrees to submit to the exclusive jurisdiction of the courts thereof.

The Prizes and Prize Draws

11. The prize draws will take place at 3:00pm AEST on 10 December 2020. All eligible entries received by the Promoter during the Promotional Period will be entered into the draw.
12. The draw will take place at the offices of the Promoter’s Partner, WEX Australia Pty Ltd, being Level 3, 293 Camberwell Rd, Camberwell, Victoria 3124. The draw will be conducted by computer generated selection and a single winning entry per prize draw will be selected. 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 Promoter's decision as to the winner is final and no correspondence will be entered into.
14. The prize for the winner of Prize Draw A is 100,000 Capricorn Rewards Points which will be credited to the winner's Capricorn Trade Account. This prize is valued at \$1,000.
15. The prize for the winner of Prize Draw B is a StarCash Fuel Voucher valued at \$3,500, issued from Caltex. This prize is advertised as "free fuel for a year" as part of the advertisement of the Capricorn 2020 Fuel Card Promotion. This is based on fuel capacity in an average mid-sized vehicle consuming 1750 litres of fuel per year at a cost of \$2/litre. The prize is not transferable and cannot be converted or exchanged for any other prize or redeemed for cash. This prize may be redeemed at participating Caltex service stations listed here: https://www.caltex.com.au/find-a-caltex?services=StarCash_Digital. Caltex StarCash vouchers expire on the last day of the month, as stated on the Card or on StarCash Digital, or if no month is stated, 36 months after the date of issue. Caltex StarCash cannot be used after the expiry date. Any balance that remains after expiry will not be available for use. Caltex will not replace expired Caltex StarCash. This prize is valued at \$3,500.
16. The total prize pool value is \$4,500. The Promoter 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 preferred address via mail or via email as notified to Capricorn within 60 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 the February 2020 edition and/or other editions of Capricorn Society Limited's trade publication *Ignition*®.

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 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 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

- a. 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.

This promotion is authorised under ACT Permit No. TP 20/01199.