

**Autodata 100,000 Bonus
Points June – August 2023
Promotion**

Terms and Conditions

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Terms and Conditions

General Conditions of Entry

1. These Terms and Conditions apply to the Autodata 100,000 Bonus Points June – August 2023 Promotion (the **"Promotion"**)– promoted by Capricorn Society Limited (ACN 008 347 313) of 28 Troode Street, West Perth, Western Australia 6005 (the **"Promoter"**) in partnership with Autodata Australia Pty Ltd. (ABN 47 109 278 766). 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 2023 and closes at 11.59pm AEST on 31 August 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 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. Employees and officers (and immediate family) of the Promoter or any related company are ineligible to enter.
4. To receive an entry an eligible Member must login to Autodata via myCAP or through the Autodata website with a valid Diagnostic and Repair Plan during the Promotional Period. Each eligible Member can have a maximum of one entry in the prize draw and is an **"Entrant"**
5. There is one prize available of 100,000 Capricorn Rewards Bonus Points to be added to the winning Entrant's Capricorn Account.
6. 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 and entry.
7. 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.
8. 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.
- 9. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 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 Tuesday 26 September 2023 at 10am (WST). All eligible entries received by the Promoter during the Promotional Period will be entered into the prize draw.
- 12. 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 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 Promotor's decision as to the winner is final and no correspondence will be entered into.
- 14. There is one prize of 100,000 Capricorn Rewards Bonus Points which will be added to the winning Entrant's Capricorn account.
- 15. 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).
- 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 prize 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 prize 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 prize 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 prize 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 winning 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 Promotor including Capricorn Service Data and Autodata.

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.