

**New Members without  
a CRS Product  
Campaign  
September 2023 –  
January 2024**  
Terms and Conditions

# New Members without a CRS Product Campaign September 2023 – January 2024 Terms and Conditions

## General Conditions of Entry

1. These Terms and Conditions apply to the ‘**New Members without a CRS Product 1 September 2023 – 31 January 2024 Campaign**’, 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 [csl@capricorn.coop](mailto:csl@capricorn.coop).
2. The Promotion commences 12.01am AEST on 1 September 2023 and closes at 11.59pm AEST on 31 January 2024 (the “**Promotional Period**”).
3. Entry is open only to “**Eligible Members**” of Capricorn, being those businesses registered to conduct business in Australia or 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, who have not, in the 12 months prior to the commencement of the Promotional Period, held any insurance or protection product sold through Capricorn Risk Services Pty Ltd (‘**CRS Product**’). Employees and officers (and immediate family) of the Promoter or any related company are ineligible to enter.
4. There will be one Prize Draw that will take place on 23 February 2024.
5. The competition prize is 20,000 Bonus Rewards Points.
6. The Promoter may, in its discretion, substitute the prize or any part of the prize with a prize of equal value (subject to any direction or approval required from any relevant regulatory authority).
7. Eligible Members receive one entry to the Prize Draw when they purchase a CRS Product during the Promotional Period. On receipt of an entry to the Prize Draw an eligible Member becomes an “**Entrant**”. For clarity, an Eligible Member only receives one entry in the Prize Draw, regardless of how many CRS Products they purchase.
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;
  - c. To how many entries an Eligible Member is entitled.
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 an Entrant 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, or has 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.
10. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the 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; and/or
  - b. 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 each Member agrees to submit to the exclusive jurisdiction of the courts thereof.

### **The Prizes and Prize Draws**

13. The Prize Draw will take place at 10:00am AWST on 23 February 2024 at the offices of the Promoter at 28 Troode Street, West Perth, WA. All eligible entries received by the Promoter during the Promotional Period will be entered into the draw.
14. The Prize Draw will be conducted by computer generation selection where the winner will be randomly selected.
15. The Promoter reserves the right to re-draw the prize in the event that the initial entry drawn is invalid or ineligible.
16. The Promoter's decision as to the winners is final and no correspondence will be entered into.
17. The prize of 20,000 Bonus Rewards Points will be credited to the winner's Capricorn trade account.
18. The winner will be informed by telephone or in person, and in writing (which may include email) within 7 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 new winner will be drawn pursuant to clause 20.
19. Details of the winners may also be published in editions of Capricorn Society Limited's trade publication *Ignition*<sup>®</sup> and in any other media publications, promotional materials or social media accounts of the Promoter. By entering into the Prize Draw Entrants consent to their details being published as set out in this clause 19.

### **Unclaimed Prize**

20. If the 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 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**

21. 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 the Promoter and any products arranged, distributed and/or supplied by the Promoter.

### **Personal Information Collection Statement**

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](http://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.