

Gala Event Promotions October - December 2023

Terms and Conditions for WA, NSW, NZ,
Queensland and Victoria

Gala Event Promotion October - December 2023 Terms and Conditions

General Conditions of Entry

1. These Terms and Conditions apply to the Gala Event Promotions – 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 at csl@capricorn.coop
2. Capitalised terms are defined either within these Terms and Conditions or the Schedule.
3. The Promotions run in each Location for the durations specified in the Schedule (each being a “**Promotional Period**”).
4. Entry is open only to eligible **Members** of Capricorn, being those businesses registered to conduct business in Australia or New Zealand (as applicable) that are members of Capricorn and Australian or New Zealand (as applicable) trial members who are not yet shareholders 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.
5. There are five prizes of a Weber Family Q+ 3100N+ (representing one prize for each Location) (each referred to as a **Prize**). The RRP of each Prize is \$899. This promotion is not associated with or endorsed by Weber.
6. To enter, an eligible Member must:
 - a. collect an entry document from the Location during the Promotional Period (**Passport**);
 - b. collect no less than 20 stamps on the Passport from different exhibitors at the relevant Location (**Completed Passport**); and
 - c. return the Completed Passport to the Capricorn booth at the relevant Location by the time specified in the relevant Promotional Period.

Each Member can have a maximum of one entry in the draw and is the “**Entrant**”

7. The Promoter in its sole and unfettered discretion will determine in the event of any uncertainty or dispute:
 - a. whether a Passport constitutes a Completed Passport;
 - b. whether or not a business is an eligible Member;
 - c. the validity of any event ID; and
 - d. whether or not an eligible Member is entitled to an entry.
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:
 - a. has breached or does not comply with any of these Terms and Conditions;
 - b. is not or has ceased to be an eligible Member or Entrant;
 - c. tampered with the entry process; or
 - d. 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 (or any part of it) 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; and
 - 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 :
- a. where the Location is in Australia, the State of Western Australia and of the Commonwealth of Australia; and
 - b. where the Location is New Zealand, New Zealand;
- and each Entrant agrees to submit to the exclusive jurisdiction of the courts therein.

The Prize and Prize Draw

11. The prize draw for each Location will take place during the **Draw Period** and will take place at the **Draw Location**. All eligible entries received by the Promoter during the Promotional Period will be entered into the draw.
12. For each Location, the draw method will be a random draw from a barrel containing all physical entries. The Promoter reserves the right to draw and record additional entries for use in the event that the initial entry is invalid or ineligible.
13. The Promotor's decision as to the winner is final and no further correspondence will be entered into.
14. Each Prize is not transferable, not redeemable for cash and is non-refundable.
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. If the winner is not present at the relevant draw, 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 Period. Each Prize will be delivered to a physical location nominated by each winner (which must be in the relevant Location) within 28 days of the Draw Period. In the event that a winner chooses not to accept the relevant 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).

Liability

19. Subject to clauses 20 & 21, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury, illness or death or any loss or damage (including whether direct, indirect, special or consequential or for loss of profits) arising in any way out of the promotion or Prize including but not limited to, liability arising out of the following:
 - a. equipment malfunction (whether or not under the Promoter's control);

- b. any claim that a Prize is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - c. any variation in prize value to that stated in these Terms and Conditions; or
 - d. use of a Prize.
20. Clause 19 does not apply to any liability that cannot by law be excluded, but in such case liability is limited to the greatest extent allowed by law.
21. Nothing in these Terms and Conditions restricts, limits, excludes or modifies any consumer rights provided under the *Competition and Consumer Act 2010* (Cth).

Promotional Activities

22. 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 Promotor including Capricorn Service Data.

Personal Information Collection Statement

23. 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.

Schedule

Location	Promotional Period	Draw Period	Draw Location
Capricorn Tradeshow (Perth), Perth Convention and Exhibition Centre, 1 Mounts Bay Road, Perth, Western Australia	14 October 2023 , commencing at 2pm WST and closing at 5pm WST.	14 October 2023 , between 5pm and 11pm WST	Capricorn Gala Dinner (Perth), Perth Convention and Exhibition Centre, 1 Mounts Bay Road, Perth, Western Australia
Capricorn Tradeshow (Gold Coast), The Star Gold Coast, 1 Casino Drive, Broadbeach, Queensland, 4218	21 October 2023 , commencing at 2pm AEST and closing at 5pm AEST.	21 October 2023 , between 5pm and 11pm AEST	Capricorn Gala Dinner (Gold Coast), The Star Gold Coast, 1 Casino Drive, Broadbeach, Queensland, 4218
Capricorn Tradeshow (Auckland), Pullman Auckland Hotel, Corner Waterloo Quadrant & Princes Street, Auckland	28 October 2023 , commencing at 2pm NZDT and closing at 5pm NZDT.	28 October 2023 , between 5pm and 11pm NZDT.	Capricorn Gala Dinner (Auckland), Pullman Auckland Hotel, Corner Waterloo Quadrant & Princes Street, Auckland
Capricorn Tradeshow (Melbourne), Melbourne Convention and Exhibition Centre (MCEC), 1 Convention Centre Pl, South Wharf VIC 3006	11 November 2023 , commencing at 2pm AEDT and closing at 5pm AEDT.	11 November 2023 , between 5pm and 11pm AEDT.	Capricorn Tradeshow (Melbourne), Melbourne Convention and Exhibition Centre (MCEC), 1 Convention Centre Pl, South Wharf VIC 3006
Capricorn Tradeshow (Sydney), Sydney International Convention & Exhibition Centre, ICC Sydney 14 Darling Drive, Sydney New South Wales 2000	8 December 2023 , commencing at 2pm AEDT and closing at 5pm AEDT.	8 December 2023 , between 5pm and 11pm AEDT.	Capricorn Gala Dinner (Sydney), Sydney International Convention & Exhibition Centre, ICC Sydney 14 Darling Drive, Sydney New South Wales 2000