

**Gala Event Promotion  
(SA) – 2 December  
2023**

Terms and Conditions

# **Gala Event Promotion (SA) - 2**

## **December 2023 Terms and Conditions**

### **General Conditions of Entry**

1. These Terms and Conditions apply to the Gala Event Promotion – 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](mailto:csl@capricorn.coop)
2. Capitalised terms are defined either within these Terms and Conditions or the Schedule.
3. The Promotion runs in the Location for the duration specified in the Schedule (“**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 is one prize of a Weber Family Q+ 3100N+ (**Prize**). The RRP of the 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 Location (**Completed Passport**); and
  - c. return the Completed Passport to the Capricorn booth at the Location by the time specified in the 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, the State of Western Australia and of the Commonwealth of Australia and each Entrant agrees to submit to the exclusive jurisdiction of the courts therein.

### **The Prize and Prize Draw**

11. The prize draw 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. 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 Promoter's decision as to the winner is final and no further correspondence will be entered into.
14. The Prize is not transferable, not redeemable for cash and is non-refundable.
15. 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).
16. If the winner is not present at the 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. The Prize will be delivered to a physical location nominated by each winner (which must be in the Location) within 30 business days of the Draw Period. In the event that a 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 the 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 the 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 the 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 the 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](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 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

<b>Location</b>	<b>Promotional Period</b>	<b>Draw Period</b>	<b>Draw Location</b>
Capricorn Tradeshow (Adelaide), Adelaide Convention Centre, North Terrace, Adelaide South, 5000	<b>2 December 2023</b> , commencing at 2pm WST and closing at 5pm WST.	<b>2 December 2023</b> , between 5pm and 11pm WST	Capricorn Gala Dinner (Adelaide), Adelaide Convention Centre, North Terrace, Adelaide South, 5000