

50 Years Memories Campaign

1 July to 31 August 2024 Terms and Conditions

General Conditions of Entry

1. Capitalised terms are detailed within these terms or in **Schedule 1**.
2. These Terms apply to the **Promotion** which is promoted by the **Promoter**. The Promoter can be contacted at the **Promoter Address, Phone or Email**.
3. The Promotion opens and closes at the dates and times set out in the **Promotional Period**.
4. Entry is open only to **Eligible Members**. Employees and officers (and immediate family) of the Promoter or any related company are ineligible to enter.
5. The **Prize/s** will be drawn on the **Prize Draw Date/s** stated in Schedule 1.
6. The Promoter may, in its discretion, substitute the Prize/s or any parts of thereof with a prize of equal value (subject to any direction or approval required from any relevant regulatory authority).
7. An Eligible Member will become an **"Entrant"** on meeting the **Entry Conditions** set out in Schedule 1. Only one entry is permitted for each Eligible Member, unless otherwise stated in the **Multiple Entries** section in Schedule 1.
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 meets Entry Conditions; and
 - c. how many entries an Eligible Member is entitled to.
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, is not or has ceased to be an Eligible Member or Entrant, has tampered with the entry process or has 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 are governed by the laws of the State of Western Australia and each Entrant (or Eligible Member should Entry Conditions fail to be met) agrees to submit to the exclusive jurisdiction of the courts thereof.

The Prizes and Prize Draws

13. The prize draw will take place using the **Prize Draw Method** on the **Prize Draw Date** at the **Prize Draw Location and Time**. Entries meeting the Entry

Conditions received by the Promoter during the Promotional Period will be entered into the draw.

14. The Promoter reserves the right to re-draw any **Prize** on the **Prize Draw Date** in the event that the relevant entry drawn for that **Prize** is invalid or ineligible.
15. The Promoter's decision as to the winners is final and no correspondence will be entered into.
16. The **Prize/s** will be distributed by the **Prize Distribution Method** within the **Prize Distribution Timeframe**.
17. Winner/s will be informed by telephone or in person, and in writing (which may include email) within 2 business days of the relevant **Prize Draw Date** or if applicable **Prize Redraw Date**. In the event that a winner chooses not to accept a Prize, they forfeit all and any claims to that Prize and a new winner will be drawn pursuant to clause 19.
18. Details of the winners may also be published in editions of Capricorn Society Limited's trade publication *Ignition*® (including print and online editions) 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 18.

Unclaimed Prize

19. If a **Prize** is not accepted by a winner or (where applicable) it otherwise goes unclaimed for five days after the **Prize Draw Date**, a redraw shall 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). In the event the winner selected by the redraw pursuant to this clause does not accept the Prize or fails to claim the prize within 5 days after the date of the redraw, a further redraw shall occur in accordance with this clause. If a redraw or further redraw is required, it shall occur using the **Prize Draw Method** on the applicable **Prize Redraw Date** at the **Prize Draw Location and Time**.

Promotional Activities

20. In the event that an Entrant wins a **Prize**, 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.
21. In entering the competition, the Entrant acknowledges and agrees:
 - a. The Entrant has authorisation to share the image, including from all other individuals featured in the photo.
 - b. The shared image may be used in Capricorn material, publications (including, but not limited to, print, social media and electronic communications) and at Capricorn events to promote the 50-year celebration.
 - c. The Entrant grants Capricorn (including its current and future subsidiaries and related entities) a worldwide, irrevocable, transferable, royalty-free licence to use any intellectual property in the shared image (including any logos associated with the Entrant's business included in the shared image), in its publications, media releases, external advertising and other promotional materials, both in print and digital media.

Limitation of Liability

22. Subject to clauses 23 & 24, 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 any Prize including but not limited to, liability arising out of the following:
- a. any claim that a Prize is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - b. any variation in Prize value to that stated in these Terms; or
 - c. use of any Prize.
23. Clause 21 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.
24. Nothing in these Terms restricts, limits, excludes or modifies any consumer rights provided under the Competition and Consumer Act 2010 (Cth).
25. The **Prize(s)** must be taken as stated and no compensation will be payable if a winner is unable to use the **Prize** as stated. **Prizes** are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter and third- party provider of the **Prize**. It is a condition of accepting a prize that the winner accepts the conditions of use of that **Prize**.

Social media release

26. Where the Promotion is promoted on any social media platform (for example Facebook, Instagram or LinkedIn), Entrants and/or Eligible Members (as the case may be) fully release and hold any and all relevant social media platforms harmless from liability, and acknowledge that the Promotion is in no way sponsored, endorsed, administered by or associated with any social media platform.

Personal Information Collection Statement

27. 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 or New Zealand 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 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.

Schedule 1

Term	Details
Promoter	Capricorn Society Limited (ACN 008 347 313)
Promoter Address, Phone or Email	<p>Address: Australia 141 St George's Terrace, Perth WA 6000 Phone: 1800 327 437 Email: csl@capricorn.coop</p> <p>New Zealand PO Box 91567, Victoria Street West, Auckland 1142 Phone: 0800 401 444 Email: csl@capricorn.coop</p>
Promotional Period	<p><u>From:</u> 12.01am AWST on 1 July 2024 <u>To:</u> 11.59pm AWST on 31 August 2024</p>
Eligible Members	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) that remain a Member and are not in default on their Capricorn Trade Account at the time of the relevant Prize Draw Date or Prize Redraw Date .
Prize/s	There is one prize available to be won valued at \$1,000 AUD or NZD. The prize will be a credit to the Member's Capricorn Trade Account.
Prize Draw Date/s	The Prize will be drawn on 18 September 2024.
Prize Redraw Date(s)	<p>If required, the first redraw pursuant to clause 19 will be conducted on the earlier of a previous winner declining to accept the Prize or 1 October 2024 at 12pm AWST.</p> <p>If required, a second redraw pursuant to clause 19 will occur on the earlier of the previous winner declining to accept the Prize or 8 days after the previous redraw.</p>
Prize Draw Location and Time	<p>The prize draw will take place at the offices of the Promoter at Level 19, 141 St George's Terrace, Perth WA 6000, WA at 12pm AWST.</p> <p>If required, all redraws will be conducted at the same location and at the same time on the relevant date.</p>
Prize Draw Method	The Prize Draw and if applicable any redraws pursuant to clause 19 will be conducted by computer generation selection and one winning entry will be selected.
Entry Conditions	<p>All Eligible Members who submit an acceptable memory (file upload and optional accompanying written copy) to Capricorn via the specified form located at cap.coop/memories, will receive one entry into the draw.</p> <p>Entries are unlimited, Members will receive an entry for each form submitted.</p> <p>'Acceptable' memories are images and copy which Capricorn, in its discretion, considers to be compliant with its External Communications and Member Contact Policy, Code of Conduct Policy and the Social Media Guidelines. Inappropriate photos (including, but not limited to, any nudity, inappropriate gestures, images deemed to reflect</p>

	violence or coercion of any kind or anything else that does not reflect the brand image that Capricorn wishes to convey online) will not be accepted.
Multiple Entries	Permitted.
Prize Distribution Method	Winner will be contacted by the Capricorn Experience Team to organise the prize distribution.
Prize Distribution Timeframe	Winners to be notified in writing and as contemplated by clause 17 and entitlement to the Prize will be transferred within 7 business days of the winners claiming the Prize.