

**Capricorn Convention
2024 Preferred Supplier
Incentive Promotion
August 2023 – January
2024**

Terms and Conditions

General Conditions of Entry

1. These Terms and Conditions apply to the Capricorn Convention 2024 Preferred Supplier Incentive Promotion run in association with the Capricorn Convention 2024 (“Convention”) – 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
2. The Promotion commences 12.01am AEST on 1 August 2023 and closes at 11.59pm AEST on 31 January 2024 (the “Promotional Period”).
3. Entry is open only to Preferred Suppliers (“Supplier”) of Capricorn that we invite, being those businesses registered to conduct business in Australia and New Zealand that are Preferred Suppliers of Capricorn 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. If you are a Supplier and, at our invitation, you participate in the Supplier Incentive then you are deemed to have agreed to be bound by these Conditions.

How we will run the Supplier Incentive

5. Eligible Suppliers will be placed in groups based on similar annual sales to Capricorn Members in their respective country. (each group, an “Incentive Group”).
6. Each Incentive Group will be allocated a number of tickets to Convention (“Tickets”).
7. Each eligible Supplier will be given a target of sales by that Supplier to Capricorn Members using their Capricorn accounts (the “Sales Target”) to be reached during the period from 1 August 2023 to 31 January 2024 (the “Sales Period”).
8. Only sales that are properly placed on a Supplier’s Trade Account or linked accounts are counted towards the Sales Target. Capricorn has the right, at its sole discretion, to exclude any sales that have not been placed on the appropriate account or that Capricorn determines have not been made within the Sales Period.
9. We will provide each Supplier with regular updates as to their performance against the Sales Target.
10. At the conclusion of the Sales Period we will make final calculations of sales during the Sales Period.
11. Suppliers MUST reach or exceed their Sales Target to be eligible for a Ticket.
12. Suppliers in each Incentive Group will be ranked based on the percentage of actual sales during the Sales Period compared to the Sales Target.
13. We will award Tickets to the Suppliers within each Incentive Group with the highest percentages of actual sales during the Sales Period compared to the Sales Targets, on the basis of one ticket per Supplier until all tickets are awarded or all Suppliers that reached or exceed their Sales Target have been awarded a ticket.
14. If you are invited to participate in the Supplier Incentive we will notify you of the following:
 - a. the Incentive Group we have placed you in;
 - b. the number of Suppliers in your Incentive Group;
 - c. the number of Tickets allocated to your Incentive Group; and
 - d. your Sales Target.
15. You will immediately become ineligible to participate in the Supplier Incentive if, at any time

prior to the awarding of Tickets, you:

- a. are no longer party to a Preferred Supplier Trade Agreement or otherwise cease to be a Supplier;
 - b. give or receive notice that your Preferred Supplier Trade Agreement is to be terminated;
 - c. are, in our reasonable opinion, in breach of your Preferred Supplier Trade Agreement or any other agreement between you and us or between you and any of our related companies; or
 - d. refuse to allow Capricorn Members to make purchases from you using their Capricorn accounts in accordance with your Preferred Supplier Trade Agreement.
16. You may withdraw from the Supplier Incentive at any time by giving us written notice.
17. An invitation by us to you to participate in the Supplier Incentive is not a representation or warranty that you will remain a Supplier throughout the Sales Period.

Awarding Tickets

18. We will inform you by phone or in person, and in writing (including by email) if you are awarded Tickets, around 9 February 2024. Details of the winners may also be published in editions of Capricorn Society Limited's trade publication *Ignition*[®] and in any other media publications, promotional materials or social media accounts of the Promoter. By electing to participate in the Supplier Incentive, Suppliers, consent to their details being published as set out in this clause.
19. If you are awarded a Ticket, you must accept it by notifying us by no later than 16 February 2024 on 1800 327 437 (Aus) or 0800 401 444 (NZ) or by email at convention@capricorn.coop. If you do not accept your Ticket in accordance with this clause then you will forfeit the Ticket and all rights in connection with the Supplier Incentive.
20. In notifying us that you wish to accept a Ticket, all winners names ("Attendees") and addresses shall be submitted to Capricorn no later than 16 February 2024. Any submissions made after this date may incur a charge based on the hotel's prevailing rates. Attendees must be at least 18 years of age. We reserve the right to require you to nominate an alternative Attendee. In nominating an Attendee, you warrant that the Attendee is a worthy and appropriate representative to attend Convention. We reserve the right to exclude any Attendee from participating in Convention for any reason, including but not limited to, that Attendee's medical condition or history, the preservation of the safety of Capricorn's staff members or any other person, or because we deem that the behaviour of the Attendee may bring our brand and reputation into disrepute or otherwise expose us to risk.
21. We will work with you to make arrangements for you to take the benefit of the Ticket, including issuing airline tickets and itineraries in the name of the Attendee. You agree to pay on demand any costs associated with accommodating any special request or requirement of an Attendee attending Convention.
22. If you are awarded a Ticket, you grant us free of charge the irrevocable, perpetual, and non-exclusive right to use your name, image, and other relevant details for our promotional purposes. You agree to participate, and to procure the participation of any Attendee, in any promotional activities reasonably requested by us.
23. In accepting a Ticket, you agree that you and any Attendee are subject to the Capricorn 2024 Convention Terms and Conditions, a copy of which is available on our website at www.capricorn.coop under "Terms & Conditions". You agree to sign, and procure any Attendee to sign, any document evidencing this.

The Tickets

24. Each Ticket is valued at approximately A\$12,000 and consists of:
- a. two return economy airfare to Hawaii, USA departing from your closest State capital city (or, if in New Zealand, Auckland);
 - b. six nights' twin-share accommodation at Outrigger Reef Waikiki Beach Resort in Hawaii, USA;
 - c. entry for two to all Convention 2024 seminars and non-ticketed events.
 - d. breakfast each day for two and networking social events, including invites for two to both Welcome & Gala Dinner;
 - e. full access to all hotel facilities;
 - f. networking opportunities with Members and other Preferred Suppliers.
25. Other than those items listed in the above clause, all other expenses and requirements in connection with Convention (including, but not limited to, additional meals and drinks, travel insurance, passport and visas (if applicable), taxes, healthcare, items of a personal nature, in-room charges, trips and excursions and additional transfers) must be organised by you and are at your own cost.
26. It is the Supplier's responsibility to ensure that their authorised representative attending the Convention obtain any requisite visas for travel to Hawaii. Capricorn will have no responsibility or involvement in ensuring that any attendee has the necessary visas for entry into Hawaii.
27. Tickets are subject to availability. You may not transfer or exchange the Ticket or redeem it for cash. We may choose to substitute the Ticket or any part of the Ticket for cash or items of an approximate equivalent value.

Your use of a Ticket

28. Use of the Ticket and any parts of it is your sole and absolute responsibility. We do not warrant the suitability and/or fitness for purpose of the Ticket or any goods or services that are part of the Ticket or otherwise provided in connection with the Supplier Incentive or Convention.
29. We are not responsible or liable to you or anyone else if:
- a. you or an Attendee does not take or use the Ticket or any part of the Ticket;
 - b. the Ticket or any part of the Ticket is not provided or cannot be taken or used because of any reason beyond our control; or
 - c. Convention, or any part of Convention, is changed, delayed or cancelled in accordance with the Capricorn 2024 Convention Terms and Conditions.
30. You are responsible for any taxes payable as a result of you being awarded a Ticket or an Attendee attending Convention.

Decisions are made at our discretion

31. All of our decisions and actions in connection with the Supplier Incentive, including which Suppliers we invite to participate, placement of Suppliers in Incentive Groups, allocation of Tickets to Incentive Groups, setting of Sales Targets, calculation of sales within the Sales Period and awarding of Tickets, are made in our absolute and unfettered discretion. We are not obliged to discuss or justify any decisions to you or anyone else.

32. We may vary these Conditions or terminate the Supplier Incentive or any part thereof at any time in our absolute discretion without liability to you or anyone else.
33. We may at any time in our absolute and unfettered discretion give you notice changing any of the matters referred to in clause 15.
34. We are not required to award all Tickets allocated to an Incentive Group. Any Ticket not awarded or that is awarded but not accepted may, at our absolute and unfettered discretion, be awarded to a Supplier of our choosing, allocated to another Incentive Group or removed altogether from the Supplier Incentive.

Indemnity and Liability

35. You indemnify and must keep indemnified Capricorn for any damages, costs, losses, demands or claims suffered or incurred by Capricorn ("Liability") as a result of yours or any Attendee's negligence or breach of these Terms and Conditions ("Indemnified Matters"). Such indemnity is reduced to the extent that any Liability arises as a direct result of Capricorn's breach of these Terms and Conditions or negligence.
36. The maximum extent permitted by law, no party is liable to the other party for any loss of, or loss of anticipated, use, production, revenue, income, profits, goodwill, contract, business and savings or business interruption, whether or not foreseeable ("Indirect Loss"), except to the extent that such Indirect Loss is an Indemnified Matter under these Terms and Conditions.

General

37. A reference to us includes but is not limited to our directors, officers, employees, agents, administrators, affiliates, personal representatives, insurers, contractors, successors and assigns (and, where applicable, legal personal representatives).
38. Unless the contrary intention appears:
 - a. the singular includes the plural;
 - b. an obligation, representation or warranty in favour of two or more persons is for their benefit jointly and severally;
 - c. an obligation, representation or warranty on the part of two or more persons binds them jointly and severally,
 - d. anything or any amount includes any part of that thing or amount; and
 - e. if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
39. Invalidity, illegality or unenforceability of any provisions of these Conditions does not affect any other provision, and these Conditions shall be construed as if any invalid, illegal or unenforceable provision was never included.
40. Nothing in these Conditions limits any rights that you have which cannot be excluded under the Competition and Consumer Act 2010 (Cth) in Australia or under any similar legislation that applies in any other jurisdiction.
41. These Conditions are governed by the laws of the State of Western Australia and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.

Personal Information

42. The Promoter collects personal information in order to conduct the Supplier Incentive 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. Participation in the Supplier Incentive 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 Suppliers may opt out, access, update or correct their personal information, how Suppliers may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.