

# Tyre Purchase Vietnam 2-12 October 2024 Holiday Promotion – 2 April to 30 June 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.

### **Limitation of Liability**

21. Subject to clauses 22 & 23, 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.
22. 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.
23. Nothing in these Terms restricts, limits, excludes or modifies any consumer rights provided under the Competition and Consumer Act 2010 (Cth).
24. 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**

25. 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**

26. 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](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.

## Schedule 1

Term	Details
<b>Promoter</b>	Capricorn Society Limited (ACN 008 347 313)
<b>Promoter Address, Phone or Email</b>	<p>Address: Australia 141 St George's Terrace, Perth WA 6000 Phone: 1800 327 437 Email: <a href="mailto:csl@capricorn.coop">csl@capricorn.coop</a></p> <p>New Zealand PO Box 91567, Victoria Street West, Auckland 1142 Phone: 0800 401 444 Email: <a href="mailto:csl@capricorn.coop">csl@capricorn.coop</a></p>
<b>Promotional Period</b>	<p><u>From:</u> 12.01am AEST on 2 April 2024 <u>To:</u> 11.59pm AEST on 30 June 2024</p>
<b>Eligible Members</b>	<p>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 <b>Prize Draw Date</b> or <b>Prize Redraw Date</b>.</p>
<b>Prize/s</b>	<p>There are two prizes, each one being a trip for 5 people (adults or children 5 years and above) to Vietnam to be taken 2-12 October 2024. The estimated value is AUD\$22,500 (inclusive of GST) for each prize, and the estimated value of the total prize pool is AUD\$45,000 (GST inclusive).</p> <p>Itinerary</p> <p>DAY 1: 2 October – Arrive in Saigon – Dinner included and accommodation is Bay Hotel or similar</p> <p>DAY 2: 3 October – Saigon – Breakfast, Lunch and Dinner included and accommodation is Bay Hotel or similar Tours – Chu Chi Tunnels and Half Day Saigon City Tour</p> <p>DAY 3: 4 October – Saigon – Breakfast, Lunch and Dinner included and accommodation is Bay Hotel or similar Tours – Mekong Delta (Ben Tre Area)</p> <p>DAY 4: 5 October – Saigon, Danang and Hoi An – Breakfast, Lunch and Dinner included and accommodation is Amina Lantana Hoi An Hotel and Spa or similar Tours – Walking Tour of Hoi An</p> <p>DAY 5: 6 October – Hoi An – Breakfast, Lunch and Dinner included and accommodation is Amina Lantana Hoi An Hotel and Spa or similar Tours – Tour of local community farming village Tra Que</p> <p>DAY 6: 7 October – Hoi An, Danang and Hue – Breakfast, Lunch and Dinner included and accommodation is Romance Hotel Hue or similar</p>

	<p>Tours – Journey to Hue explore the Royal Tomb of Minh Mang, the Imperial Citadel and the Forbidden Purple City, cruise the Perfume River</p> <p>DAY 7: 8 October – Hue and Hanoi – Breakfast, Lunch and Dinner included and accommodation is Lacasa Hotel or similar</p> <p>DAY 8: 9 October – Hanoi – Breakfast, Lunch and Dinner included and accommodation is Lacasa Hotel or similar Tours – Site seeing Ho Chi Minh Quarter, Serene Temple of Literature, Cyclo ride through Hanoi’s Old Quarter.</p> <p>DAY 9: 10 October- Hanoi and Halong Bay - - Breakfast, Lunch and Dinner included and accommodation is Garden Bay Legend or similar Tours – Overnight cruise on a wooden junk in Halong Bay. Cruise and itinerary are subject to change due to weather, tide and operating conditions.</p> <p>DAY10 : 11 October – Halong Bay and Hanoi – Brunch and Dinner included, accommodation is Lacasa Hotel or similar Tours – Early morning guided visit to Sung Sot cave. Return to boat for brunch. Return to Hanoi and enjoy the Quintessence Tonkin Show. Schedule of Tonkin Show is not fixed and may be replaced with alternative show.</p> <p>DAY11 : 12 October – Depart Hanoi – Breakfast included</p> <p><b>INCLUSIONS</b></p> <ul style="list-style-type: none"> <li>• Return international economy class flying with Singapore airlines including Airport taxes (EX any Australian Capital City that Singapore Airlines fly from)</li> <li>• Airport taxes of AUD\$178.04pp, these are subject to change until time of issue</li> <li>• All accommodation and meals as outlined in the itinerary</li> <li>• All transportation, daily tours and entrance fees to scenic attractions (not camera fees) as per the itinerary.</li> <li>• National Tour guide throughout Vietnam (shared in-house guide on Halong bay Cruise only)</li> <li>• 2 bottles of mineral water pp on bus</li> <li>• 2 Days/1 Night cruise on boat in Halong Bay (shared cabin on shared boat)</li> <li>• Quintessence Tonkin show</li> <li>• Domestic flight from Saigon- Danang and Hue Hanoi (economy class) *Flight fare is estimated only and subject to change *</li> <li>• E visa for Vietnam for Australian passport holders</li> <li>• Tipping</li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>• Personal expenditure such as all drinks (including at meals), laundry service and souvenirs</li> </ul>
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	<ul style="list-style-type: none"> <li>• Camera and Video entry charges at Monuments/Forts etc</li> <li>• Insurance of any kind</li> <li>• Arrival / departure transfers if not travelling on group flights or travelling from the Australian departure points</li> <li>• Early / late check in/out not guaranteed, if requested it is at an additional cost</li> <li>• COVID Related expenses due to testing</li> <li>• Spending money</li> </ul> <p>All other ancillary costs not expressly provided in the itinerary and inclusions.</p>
<b>Prize Draw Date/s</b>	The Prizes will be drawn on 18 July 2024 in the presence of an independent scrutineer.
<b>Prize Redraw Date(s)</b>	<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 31 July 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>
<b>Prize Draw Location and Time</b>	<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>
<b>Prize Draw Method</b>	The Prize Draw and if applicable any redraws pursuant to clause 19 will be conducted by computer generation selection and two winning entries will be selected. The draw or any applicable redraws will occur in the presence of an independent scrutineer.
<b>Entry Conditions</b>	<p>All Eligible Members who during the Promotional Period spend a minimum of AUD\$600.00 purchasing tyres with a Capricorn Tyre Preferred Supplier through their Capricorn Trading Account (this can be through one or more transactions during the Promotional Period) will receive one entry into the draw.</p> <p>The value of tyre purchases from Capricorn Tyre Preferred Suppliers in New Zealand will be calculated using the prevailing currency conversion rate published by the Reserve Bank of Australia as at the last day of the Promotional Period.</p>
<b>Multiple Entries</b>	Not permitted.
<b>Prize Distribution Method</b>	Winner will be contacted by the Capricorn Travel Team to organise the prize.
<b>Prize Distribution Timeframe</b>	Winners to be notified in writing and as contemplated by clause 17 and entitlement to the Prize will be transferred within 3 business days of the winners claiming the Prize.

This promotion is authorised under the following Permit Numbers - ACT TP 24/00536, NSW TP-03377, SA T24/425.