

Capricorn Mutual
Survey Incentive

Capricorn Mutual Survey Incentive

Terms and Conditions

General Conditions of Entry

1. These Terms and Conditions apply to the Capricorn Mutual Survey Incentive – promoted by Capricorn Mutual Ltd (ABN 24 104 601 194 | AFS Licence: 230038) 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 info@capricornrisk.com.
2. The Promotion commences on 12:01am AEST on 29 October 2020 and closes at 11:59pm AEST on 30 December 2020 (the “Promotional Period”).
3. Entry is open only to eligible members of Capricorn, who are invited to participate via direct email from Capricorn Mutual Ltd and who are members 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. Each “Prize Draw” is one prize of 25,000 Capricorn Rewards Points valued at \$250.
5. There are a total of 2 x Prize Draws:
 - a. Prize Draw A will take place on Thursday, 3 December.
 - b. Prize Draw B will take place on Thursday, 7 January.
6. To receive one entry into the Prize Draw an eligible member must answer all questions in the Capricorn Mutual Claims Satisfaction Survey and successfully submit their answers. An eligible member with one or more entries in either Prize Draw A or Prize Draw B is an “Entrant”.
7. An Entrant is restricted to one entry per member number, per Prize Draw.
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 is an Entrant.
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 anyone who the Promoter has reason to believe has breached or does not comply with any of these Terms and Conditions, is not or has ceased to be an eligible member or Entrant, tampered with the entry process or 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.
10. If this Promotion 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;
 - b. subject to any directions required from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
11. These Terms and Conditions shall be governed by the laws of the State of Western Australia and the Commonwealth of Australia and each Member agrees to submit to the exclusive jurisdiction of the courts thereof.

The Prizes and Prize Draws

12. A total of 2 x Prize Draws will take place.
 - a. Prize Draw A will take place at 3:00pm AEST on Thursday, 3 December and will include all eligible entries received from 29 October to 2 December.
 - b. Prize Draw B will take place at 3:00pm AEST on the Thursday, 7 January and will include all eligible entries received from 3 December to 6 January.
13. Prize Draws will be conducted via random number generator.
14. The draw will take place at the Promoters offices at 28 Troode St, West Perth, Western Australia, 6005.

15. The Promoter reserves the right to draw and record additional entries for use in the event that the initial entry is invalid or ineligible or the prize is unclaimed.
16. The Promoter's decision as to the winner is final and no correspondence will be entered into.
17. The total prize pool value is \$500. The Promoter 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).
18. 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.
19. The prize will be credited to the winning members Capricorn Trade Account within 14 days of the prize draw.
20. In the event that the 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.

Unclaimed Prize

21. 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).

Personal Information Collection Statement

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.