

# **Ignition** Spot the Difference Competition

Terms and Conditions

## **Ignition** Spot the Difference Competition Terms and Conditions

# **General Conditions of Entry**

- These Terms and Conditions apply to the Spot the Difference Competition appearing in Capricorn Society Limited's trade publication Ignition ("Ignition") (each a "Competition"). Capricorn Society Limited (ACN 008 347 313) of 28 Troode Street, West Perth, Western Australia 6005 is the "Promoter". The Promoter can be contacted at the above address or by phone on 1800 327 437 within Australia, 0800 401 444 within New Zealand or by email at csl@capricorn.coop.
- 2. Capitalised terms are defined either within these Terms and Conditions or the Schedule.
- 3. Each *Ignition* edition will state the relevant edition month on the first page ("Edition Month") and will contain a "Spot the Difference" activity within the Fun Zone section ("Fun Zone"). Each Competition will commence on the first day of the Edition Month, and close on the last day of the Edition Month (each a "Competition Period"). The first Competition Period is from 1 February 2024 to 29 February 2024.
- 4. Where no "Spot the Difference" activity appears in the Fun Zone, there will be no Competition for that month.
- 5. Entry is open only to eligible Capricorn Members, being those businesses registered to conduct business in Australia and New Zealand that are Members of Capricorn (including Australian trial members holding a Capricorn Trade Account), during the Competition Period and at the time of the prize draw. Member businesses owned by employees or officers of the Promoter or any related company are ineligible to enter.
- 6. Participation in this Promotion is also subject to participation in the Capricorn Rewards program, which is subject to the Capricorn Rewards Terms and Conditions that can be found at <a href="cap.coop/tc">cap.coop/tc</a>.
- 7. There is one prize of 5,000 Bonus Rewards Points (valued at \$50) to be won per edition of *Ignition* (each a "Prize").
- 8. To become an "Entrant" in a Competition, an owner, director or authorised representative of an eligible Member must (within the relevant Competition Period):
  - a) find the five differences within the Fun Zone; and
  - b) submit the answers at cap.coop/funzone.
- 9. An Entrant is counted as one entry and a Member can receive only one entry in each Competition.
- 10. 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 or is not an Entrant.



- 11. 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, 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 Competition.
- 12. If this Competition 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 or unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law subject to any directions required from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
- 13. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 14. These Terms and Conditions shall be governed by the laws of the State of Western Australia and of the Commonwealth of Australia and each Member agrees to submit to the exclusive jurisdiction of the courts thereof.

#### The Prize and Prize Draw

- 15. Entrants will be entered into the prize draw. The prize draw will take place at 10am (AWST) on the first business day following the relevant Competition Period, for example where March is the Edition Month, the Competition Period closes on 31 March and the draw will take place on the first business day in April.
- 16. The prize draw for each Competition will take place at the offices of the Capricorn Society, 28 Troode Street, West Perth, Perth WA 6005. Each prize draw will be electronic and one Entrant per Competition will be selected at random by electronic random draw (each a "Winner").
- 17. The Promotor's decision as to the Winner is final and no correspondence will be entered into.
- 18. The prize for each Winner will be credited to each Winner's Capricorn Trade Account.
- 19. The prize is not transferable or redeemable for cash.
- 20. The Promotor 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).
- 21. The Winners will see the Prize credited to their Capricorn Trade Account within the next available statement.

### **Competition Activities**

- 22. By participating in the Competition, the Member consents to the following in the event that they are a Winner:
  - a) participating in photo, recording or video sessions as reasonably required by the Promoter;
  - b) publication of their details, including name, any Member business name and/or location, in a future edition of Ignition, e-newsletters and social media channels; and



c) 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 any Competition (including any outcome), the Promoter and any products arranged, distributed and/or supplied by the Promotor.

#### **Personal Information Collection Statement**

23. The Promoter collects personal information in order to conduct the Competition 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 capricorn.coop. This includes using personal information for Competition, 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.

