

## Capricorn Panel Research Survey

### Terms and Conditions

#### The Promotion and the Promoter

1. These Terms and Conditions apply to the Capricorn Panel Research Survey **Promotion** (the "**Promotion**") promoted by Capricorn Society Limited (ACN 008 347 313) of 28 Troode Street, West Perth, Western Australia 6005 ("**Capricorn**"). Capricorn can be contacted at the above address or by phone on 1800 327 437 (Aus) or 0800 401 444 (NZ) or by email at [cs@capricorn.coop](mailto:cs@capricorn.coop).
2. The Promotion commences in Australia and New Zealand at 12:01am AWST on 15 July 2018 and closes at 11:59pm AWST on 15 September 2018 (the "Promotional Period"). Entry into the Promotion will commence 1 August 2018 and close at 11:59 AWST on 15 September 2018 (the "Entry Period").

#### Entry into the Promotion

3. Entry is open only to eligible Members and Preferred Suppliers of Capricorn that are identified in Capricorn's systems as operating in the Panel industry, and that are either active Members or active Preferred Suppliers of Capricorn during the Promotional Period and at the time of the prize draw. Employees and officers (and immediate family) of Capricorn or any related company are ineligible to enter.
4. Eligible Members and Preferred Suppliers in Australia or in New Zealand that, during the Promotional Period, complete the online Capricorn Panel Research Survey will receive **one** entry in the draw for the prize (each, an "**Entrant**").
5. For the avoidance of doubt, an eligible Member or a Preferred Supplier can only receive one entry.
6. Capricorn in its sole and unfettered discretion will determine in the event of any uncertainty or dispute:
  - a. whether or not a Member or Preferred Supplier is an eligible Member or eligible Preferred Supplier;
  - b. whether or not an eligible Member or Preferred Supplier is an Entrant.
7. Capricorn 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 Capricorn has reason to believe has not 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 Capricorn to enforce any of its rights at any time does not constitute a waiver of those rights.
8. 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 Capricorn, including but not limited to technical difficulties, unauthorised intervention or fraud, Capricorn 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.
9. 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 Prize and Prize Draw

10. The prize for Members is 10,000 Capricorn Reward Points (valued at \$100.00 if won by an Entrant in Australia or NZ\$100.00 if won by an Entrant in New Zealand) (the "**Prize**"). The prize for Preferred Suppliers is a gift card (valued at \$100.00AUD if won by an Entrant in Australia or NZ\$100.00 if won by an Entrant in New Zealand)(the "**Prize**").
11. The prize draw will take place at 10am AWST on 21 September 2018.

12. All eligible entries received by Capricorn during the Entry Period will be entered into the draw.
13. The draw will take place at the Australian registered office of Capricorn Society Ltd, being 28 Troode Street, West Perth, Western Australia 6005. All Entrants will be divided into two groups: one group containing Capricorn Members and one group containing Capricorn Preferred Suppliers. In the event an Entrant is both a Member and a Preferred Supplier, it shall be at Capricorn's sole discretion as to which group that Entrant is placed in for the draw.
14. The draw will be conducted by computer generated selection, and a single winning entry for Members and a single winning entry for Preferred Suppliers will each be selected. Capricorn may draw and record additional entries for use in the event that the initial entry is invalid, ineligible or either of the prizes are unclaimed.
15. Capricorn's decision as to the winners is final and no correspondence will be entered into.
16. The Prizes are not transferable and cannot be converted or exchanged for any other prize or redeemed for cash. Capricorn may, in its discretion, substitute a prize or any part of the prize with a prize of equal value (subject to any direction or approval required from any relevant regulatory authority).
17. The winner will be informed by telephone or in person, and in writing (which may include by e-mail) within 3 days of the draw. Details of the winner shall be published on Capricorn's website at [www.capricorn.coop](http://www.capricorn.coop). The winners may claim the prizes and will have them credited to the balance of the Capricorn Reward Points on any active Capricorn Trade Account operated by the winner within 30 days of the draw. 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

17. 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).

#### Promotional Activities

18. In the event that they are a winner, the Entrant consents to:
  - a. participating in photo, recording or video sessions as reasonably required by Capricorn; and
  - b. Capricorn 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 this Promotion (including any outcome), Capricorn and any products arranged, distributed and/or supplied by Capricorn.

#### Personal Information Collection Statement

19. Capricorn 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 and New Zealand regulatory authorities. Entry is conditional on this personal information being provided. Capricorn 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 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 or New Zealand Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of Capricorn. In NSW this promotion is authorised under NSW Permit No. LTPS/18/25977.







