



Who is eligible to participate in the Program?

1. Subject to the Terms, all Participants are eligible to earn, accrue and redeem Points under the Program. For the avoidance of doubt, only Members or Buying Suppliers can redeem Points under the Program. Membership of Participants in the Program is free.
2. When Capricorn issues a Purchasing Number to a Participant, the Participant signs an APA or the Participant redeems a Point (whichever is earlier), the Participant is deemed to have agreed to be bound by the Terms and provides the authorisations and consents specified in clauses 46 - 48 of the Terms relating to personal information.
3. Points will not be credited to a Participant's Points Balance until the Terms have become binding on the intended Participant. Every Participant is bound by the Terms. It is the Participant's responsibility to read and understand the Terms.
4. Subject to these Terms (in particular, see under 'Are there any restrictions on available Rewards?'), Participants are able to redeem Points for Rewards (see below under 'What are the Rewards?') if they are a Member or a Buying Supplier at the time of redemption.

How do Participants earn Points?

5. One and a half (1.5) Points will be issued under the Program and the Terms for every Australian dollar (AUD 1.00), or New Zealand dollar (NZD1.00) spent on the eligible purchase of goods or services from Suppliers on the Participant's Purchasing Number (the "**Default Rate**"), when such purchase is notified by Suppliers to Capricorn. Capricorn is not liable for any delay or failure of a Supplier to notify Capricorn of the details of such an eligible purchase. Capricorn may determine (in its absolute and unfettered discretion) that some or all purchases of goods and services from a Supplier or Suppliers are not eligible purchases for the purposes of the Program or earn Points at a different rate to the Default Rate. A list of all goods and services from a Supplier or Suppliers which are not eligible purchases for the purposes of the Program or earn Points at a different rate to the Default Rate, will be retained and kept updated in the Capricorn website (www.capricorn.coop) under 'Members – Rewards Program - Earning Points'. Notice of any list of ineligible goods and services for the purposes of the Program or eligible purchases of goods and services that earn Points at a different rate to the Default Rate shall be deemed to have been given by Capricorn to a Participant if it is posted in the Capricorn website (www.capricorn.coop) under 'Members – Rewards Program - Earning Points'.
6. Points are not earned in respect of purchases made directly from Capricorn or in respect of Capricorn events or tours including Capricorn Convention and other events or tours organised by Capricorn Travel Australia Pty Ltd (unless expressly notified otherwise by Capricorn as part of any promotion). For the avoidance of doubt, Capricorn Travel Australia Pty Ltd, Capricorn Mutual Ltd and Capricorn Insurance Services Pty Ltd are considered 'Suppliers' under the Terms and Points are earned on eligible purchases made on the Participant's Purchasing Number from these entities.
7. Capricorn applies the following approach to calculate and notify a Participant of their Points Balance:-
 - The aggregate value of purchases of eligible goods and services by the Participant from a Supplier or Suppliers on the Participant's Purchasing Number in any given month is rounded down to the nearest AUD/NZD to determine the number of Points awarded at the end of a calendar month.
 - The number of Points awarded at the end of a calendar month shall be a "whole" number. No "half" or "part" Points shall accrue, carry forward or otherwise form any residual after calculating and awarding the number of Points at the end of a calendar month.

- The Participant's Points Balance will be included on the Participant's monthly Capricorn Account statement.
 - A Participant's Points Balance may be audited and adjusted by Capricorn at any time as described in clause 9 without any liability to Capricorn.
8. Participants may also receive bonus Points in excess of ordinary or usual entitlements under the Program in connection with special promotions offered by Suppliers or Capricorn from time to time, for using the Participant's Purchasing Number to acquire goods or services from participating Suppliers and/or Capricorn. The nature of any bonus Points offered will be specified in the special promotional material.
 9. It is the Participant's responsibility to regularly check their Points Balance. Requests for missing Points must be notified to Capricorn within two months after the relevant transaction has appeared on the Participant's Account. The Participant's request will be investigated and Capricorn will be the final arbiter in the event of any dispute. Capricorn may adjust a Participant's Points Balance at any time for any reason including, but not limited to, where the Participant has returned goods or has been refunded for services involving transactions on which a Participant has earned Points, with or without notice even though changes may affect Points already accumulated.
 10. There is no limit on the amount of Points that may be earned by a Participant in any calendar year.
 11. A Participant may not pool or combine Points earned and accrued with another Participant.
 12. In the event that the Program is terminated (or the Participant's participation in the Program is terminated), the Participant will no longer be able to earn Points.
 13. Suppliers and Reward providers do not have any authority, express or implied, to make any representation, warranty or statement on behalf of Capricorn (including with respect to the Program or the Terms) and Capricorn accepts no liability in respect of any such representations, warranties or statements.

How do Participants redeem Points?

14. For all redemption options, the following method of redemption shall apply to Members and Buying Suppliers:-

Online

Members may redeem Points via the secure logon section of the Capricorn Website (www.capricorn.coop).

Post

Download the redemption form (depending on which country the Member is located) in the secure logon section of the Capricorn website (www.capricorn.coop) and send to:-

Australia Locked Bag 3003, West Perth WA 6872

New Zealand PO Box 91567, Auckland Mail Service Centre

Fax

Download the redemption form in the secure logon section of the Capricorn website (www.capricorn.coop) and fax to 1800 663 722 (Australian Participants), or 0800 401 555 (New Zealand Participants).

For more information contact Capricorn's Customer Services on 1800 327 437 (Australian Participants), or 0800 401 444 (New Zealand Participants) or email csf@capricorn.coop.

15. In addition to the above, the Participant acknowledges the following:-

- A Participant who is not a Member or Buying Supplier, despite any other term herein to the contrary, cannot redeem Points until such time as they become a Member.
- A Participant shall not be permitted to redeem Points if a Program Default Event (see under clause 28) has occurred (as determined by Capricorn in its absolute and unfettered discretion).
- 100 Points is redeemable for the equivalent value of one Australian dollar (AUD1.00) and one New Zealand dollar (NZD1.00), depending on the country in which the Account is operated, against the prevailing Point redemption rate for Rewards. Points may only be redeemed in the same currency in which they were awarded.
- Unless otherwise agreed or advised by Capricorn, the number of Points available for redemption by a Participant at any given time shall be that Participant's Points Balance (as calculated and notified in accordance with clause 7) less any redemption or redemption of Points already processed by Capricorn.
- Unless otherwise agreed by Capricorn, a Participant may only redeem Points for a particular Reward if the Participant has sufficient Points at the time of redemption for that Reward, unless a 'points and pay option' is available in Capricorn's absolute and unfettered discretion. Each Participant is responsible for ensuring that they have sufficient Points to redeem for any Reward that they request. Capricorn reserves the right to charge a fee (and each Participant agrees to pay such fee) for use of any credit card, charge card or debit card in respect of a pay option. Any pay component and any payment fee associated therewith includes any GST.
- A minimum redemption of 10,000 Points is required for all store vouchers and amounts in excess of this must be in the equivalent value to match the minimum voucher values available from the store gift card provider selected by Capricorn.
- The number of Points applicable for the Reward redeemed (as indicated in these Terms) will be deducted from the Participant's Points Balance, with the oldest accrued Points being deducted first.
- No other person is entitled to redeem Points on behalf of a Participant, unless Capricorn receives satisfactory evidence that the Participant has duly authorised such person to do so. Rewards will only be made available to the Participant. The Participant is liable for and bears the consequence of the redemption of Points resulting from any fraudulent or unauthorised act against the Participant or Capricorn.
- Where applicable, Capricorn will endeavour to provide Rewards within 5 weeks after receipt of an eligible Points redemption request received from a Participant through any of the above means.

What are the Rewards?

16. The Rewards available are published from time to time in the secure logon section of the Capricorn website (www.capricorn.coop) and are subject to change without notice. Capricorn expressly reserves the right in its absolute and unfettered discretion at any time to add to, withdraw, cancel, withhold, deny access to or use of or in any way change any of the Point redemption options or Points required for a Reward redemption previously advertised or offered generally to any Participant. In addition to the Points required for a Reward, the Participant must pay any and all identified charges, fees, GST, taxes and surcharges.

17. All Rewards are subject to availability and substitutions may be necessary. Rewards may be subject to such additional conditions on which the provider of the Rewards (including, but not limited to, store gift card providers) makes the Reward available or as are otherwise notified in the course of a Participant redeeming Points for a Reward. It is the Participant's responsibility to satisfy or comply with those additional terms and conditions. If there is any inconsistency between such additional terms and conditions and these Terms, the additional terms and conditions of the Reward Provider, as they relate to provision of the Reward itself, will prevail. Such additional terms and conditions will be interpreted, other than in the event of direct conflict, as cumulative and additional terms and conditions to these Terms rather than as being inconsistent or exclusive of any other term and condition, right, power, discretion or remedy in these Terms. The Terms applicable to the Points for Reward redemption will be those in force at the time the Points are redeemed for the Reward.
18. If Capricorn is required to deliver the Reward to the Participant, Capricorn will deliver the Reward to the postal address last notified to Capricorn by the Participant. The Participant may be charged for delivery of Rewards following redemption, but Capricorn will advise of any such charges prior to incurring them. Capricorn is in no way responsible if the Participant does not receive the Reward, including where this is a result of the Participant's address having changed and the Participant having failed to notify Capricorn of the change.
19. In the case of store gift cards, such cards must be redeemed with the store gift card provider specified on the gift card and otherwise in accordance with the terms and conditions on which the gift card is made available by the store gift card provider. If the gift card contains an expiry date, it cannot be used after that time and Points will not be re-credited to the Participant if the gift card is not used by such expiry date. Gift cards may not be redeemed for cash, cheques, money orders or other payment instruments. What Capricorn supplies in respect of Rewards not provided by Capricorn, including but not limited to store gift cards, is an agreement between the Participant and the relevant Reward provider for the provision of the Reward.
20. Unless Capricorn agrees otherwise, a Participant may not change or cancel a redemption or otherwise return a Reward to obtain a re-credit of the redeemed Points or select an alternate Point redemption option.

Are there any restrictions on available Rewards?

21. Despite any other term herein to the contrary, in Australia, if a Participant is a NAP or a QNAP, Points may be earned through a Purchasing Number however the Participant will not be able to redeem Points for any Rewards until they become a Member.
22. Members and Buying Suppliers can redeem Points for available Rewards.
Certain Rewards may only be available for certain Participants depending on geographical location or as otherwise determined by Capricorn from time to time in its absolute and unfettered discretion.

How long does a Participant have to use Points?

23. Subject to clause 44, there is no expiry date for Points earned by a Participant so long as the Participant remains a Participant and a Program Default Event has not occurred (see under clause 28) or the Program (or the Participant's participation in the Program) has not been terminated.
24. Unless otherwise advised by Capricorn, unredeemed Points are carried forward and are reflected in the Participant's Points Balance.

How does a Participant keep track of their Points and Reward entitlements?

25. Members can keep track of their Points via the Capricorn website (www.capricorn.coop) under 'Members – Rewards Program – Points Statement', which is updated periodically to reflect a Member's current Points Balance.
26. Participants may contact Capricorn's Customer Services on 1800 327 437 (Australian Participants) and 0800 401 444 (New Zealand Participants) or email csl@capricorn.coop for up to date information on a Participant's Points Balance or Reward entitlements.
27. In addition, Capricorn includes a Points Balance within the Participant's monthly Account statement.

When is a Participant in default under the Program and what are the consequences?

28. A Participant is in default under the Program in the following circumstances:-

- Capricorn determines that a Participant's Account is in arrears or has been placed on "stop credit" by Capricorn;
- Capricorn suspends, cancels or terminates the Participant's Purchasing Number or Account for any reason whatsoever;
- The Participant has provided misleading or incorrect information or Capricorn has reason to suspect that the Participant (or representative or agent of the Participant) is behaving or has behaved fraudulently;
- Capricorn has reason to suspect that the Participant's Purchasing Number is being used wholly or predominantly for personal, domestic or household purposes and purchases;
- The Participant otherwise breaches the terms of the APA or the terms of the Program;
- The Participant no longer satisfies the eligibility criteria that applies to their association with Capricorn including, without limitation, the Capricorn Constitution; or
- Capricorn determines, in its absolute and unfettered discretion, that a Participant is unable to continue participating in the Program or use their Purchasing Number.

(each, a "**Program Default Event**").

29. Capricorn may terminate the right of a Participant to participate in the Program following the occurrence of a Program Default Event.

30. If, as the result of a Program Default Event, Capricorn determines (in its absolute and unfettered discretion) that a Member or Buying Supplier **shall no longer be** a Participant, any unused Points will be unavailable for redemption by the Member or Buying Supplier (as the case may be), are immediately forfeited and will be converted to cash and applied against the Total Amount Owing. If any Points remain after the Total Amount Owing has been paid in full, these shall be converted to cash and paid out to the Participant.

31. If, as the result of a Program Default Event, Capricorn determines (in its absolute and unfettered discretion) that a NAP or QNAP **shall no longer be** a Participant, all unused Points are immediately forfeited and cancelled and reversed back to Capricorn.

32. If, as the result of a Program Default Event, Capricorn determines (in its absolute and unfettered discretion) that a Participant **may remain** a Member or an Authorised Purchaser, Capricorn may determine that:-

- if the Participant is a NAP or a QNAP some or all of the Participant's Points shall be immediately forfeited and cancelled and reversed back to Capricorn;
- some or all of the Participant's Points shall be suspended;
- any unused Points are unavailable for redemption by the Participant, are immediately forfeited and will be converted to cash and applied against the Total Amount Owing. If any Points remain after the Total Amount Owing has been paid in full, these shall be included in the Participant's Points Balance or may be forfeited and cancelled and reversed back to Capricorn;
- the Participant's privilege to earn Points may be removed; or
- the Participant's participation in the Program may be cancelled.

What happens if a Participant closes their Account?

33. Where a Participant closes their Account, Capricorn will apply the rules set out under clauses 30 and 31 above as if there was a Program Default Event (see under the heading 'When is a Participant in default under the Program and what are the consequences?'), depending on the type of Participant.

For the purposes of calculating a Participant's Points Balance as part of closing their Account, Capricorn will apply the approach set out in clause 7 as if Capricorn was calculating the Participant's Points Balance at the end of any given month.

Value of the Points themselves

34. Points are not property and do not have any monetary value except in respect of the value assigned to them by Capricorn, including by virtue of the Program. Points and Rewards may not be transferred, sold, assigned, bequeathed or inherited or otherwise dealt with except in accordance with the Terms, unless otherwise agreed by Capricorn.

35. Points can only be redeemed for Rewards and, subject to these Terms, may not be converted by the Participant into cash or to any other form of credit.

Participant liable for costs associated with Points

36. The Participant is responsible to pay or reimburse Capricorn for any tax liability (including any GST that may be payable), stamp duty or other duty or Government charges imposed by law in any country in connection with the Program, Points earned, Points accrued or Points redeemed for Rewards.

37. Liability for any taxation assessment on Points earned, accrued or Rewards received under the Program is the sole responsibility of the Participant and Capricorn strongly recommends that the recipient(s) of Rewards consult with a taxation adviser or accountant regarding any taxation liability, as individual circumstances differ.

Capricorn's liability to the Participant

38. To the fullest extent permitted by law (including, without limitation, the provisions of the Australian Consumer Law), Capricorn and its officers, employees and agents expressly disclaim any and all liability and shall not be responsible or liable for any kind of loss, claim, accident, delay, irregularity or damages including but not limited to for personal injury, any damage to property, any loss of profits and/or any contingent, consequential, direct, indirect, special or punitive damages, whether due to negligence, breach of contract or otherwise howsoever arising with respect to, arising out of or concerning the Program, the Terms or the Rewards including but not limited to:-

- type, quality, standard, fitness or suitability for any purpose of any Rewards provided under the Program;
- the amendment, suspension, termination or cancellation of the Program;
- the earning, accruing and redeeming of Points;
- Rewards available, Points required to redeem for Rewards or receipt of any Rewards under the Program; or
- in the case of delivery of a Reward (such as a store gift card) to a Participant, if the Reward is lost, stolen or damaged after it has been dispatched.

The Participant acknowledges this limitation of liability and agrees to limit any claim accordingly. Warranty claims should be directed to the manufacturer or service provider in accordance with their warranty information (if applicable).

39. Capricorn excludes from these Terms and any agreement with the Participant, all conditions, warranties and terms implied by statute including but not limited to the Australian Consumer Law, general law, international convention or custom, except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void ("**Non-excludable Condition**"). Capricorn's liability to the Participant for breach of any Non-excludable Condition shall be limited, where expressly permitted by statute, at Capricorn's option, to supplying, or paying the cost of supplying, the goods or services again or repairing, or paying the costs of repairing, the goods at Capricorn's option.
40. Subject to clauses 38 and 39, any liability of Capricorn to a Participant, whether for negligence, breach of contract or otherwise is, to the extent permitted by law and except for any liability implied by statute, limited to:-
- in the case of any claim relating to Points, to crediting the number of Points to the Participant's Points Balance; and
 - in the case of any claim relating to a Reward, to crediting the number of Points redeemable for that Reward to the Participant's Points Balance.

Changes to, or termination of, the Program and/or Terms

41. Capricorn may at any time without notice terminate, cancel, amend or vary any or all parts of the Program or these Terms, including but not limited to as it relates to earning Points, accruing Points, redeeming Points, redemption of Rewards, Rewards available or Points required to redeem for Rewards and reserves the right to materially alter, cancel, terminate or suspend the operation of the Program or the Terms or any aspect thereof at any time without notice. Capricorn gives no warranty as to the continuing availability of the Program. Capricorn may inform Participants of any material changes to the Program (but shall not be liable for not doing so). Any changes to the Terms may be made by Capricorn without notice and shall be updated on Capricorn's website at www.capricorn.coop under 'About – Terms and Conditions'.
42. If a variation to the Program or the Terms includes changes to the value of Points, Capricorn agrees to honour the value of Points accrued in accordance with the previous rewards program or rewards program terms up until the date the amended rewards program or rewards program terms take effect. For the avoidance of doubt, in honouring the value of Points accrued in accordance with the previous rewards program or rewards program terms up until the date the amended rewards program or rewards program terms take effect, Capricorn may still compulsorily redeem any or all Points eligible for redemption held by the Participant at any time in accordance with clause 44.
43. If Capricorn terminates the Program, Capricorn will, in the absence of any accompanying or associated compulsory redemption of Points under clause 44, apply the rules set out under clauses 30 and 31 above (see under the heading 'When is a Participant in default under the Program and what are the consequences?'), depending on the type of Participant in concluding the Program and Participant Point entitlements.

Compulsory redemption of Points

44. Capricorn may compulsorily redeem any or all Points held by Participants eligible for redemption at any time on 30 days' notice through existing Point redemption options or a combination thereof at the sole and absolute discretion of Capricorn and at the then applicable Point specified redemption rates under the Program. Such compulsory redemption may be as part of, associated with or accompany or not be part of, associated with or accompany, any termination of the Program.

In the case of a Participant who is a QNAP or NAP at the time of any compulsory redemption, their Points will remain accrued, provided the Program has not been cancelled or terminated, but only eligible for redemption in accordance with the Program and the Terms. If the Program is terminated or cancelled at the same time or in connection with the compulsory redemption, then all accrued Points of Participants who are QNAPs or NAPs at the time of termination or cancellation are immediately forfeited and cancelled and reversed back to Capricorn.

45. If any Points eligible for redemption remain after a compulsory redemption in accordance with clause 44, these Points may be converted and paid in cash to the Participant.

Use of information – What Capricorn collects and how Capricorn protects a Participant's privacy

46. Each Participant authorises Capricorn to seek access to, collect, use and disclose personal information about the Participant in connection with the Program (including, but not limited to, its operation and the provision of Rewards). Such personal information includes, but is not limited to, the following:-

- Personal details such as name, address, date of birth and occupation;
- Transaction or event information resulting in Points being credited or debited in respect of a Participant's Account;
- Information about a Participant's Points Balance and the number of Points being credited or debited in respect of a Participant from time to time;
- Information about a Participant's Purchasing Number or transactions on the Account; or
- Anything a Participant tells Capricorn about, or in respect of, the Program.

47. Capricorn agrees not to use or disclose the above personal information specified in clause 46 except in connection with:-

- administering the Program;
- providing, performing or arranging for the provision or performance of services (including with respect to the provision of Rewards) relating to the Program;
- seeking a Participant's feedback on the Program; or
- planning, researching and the promotion and marketing (whether targeted, direct or indirect) of Capricorn's goods or services and the goods or services of any other Supplier or any other third party supplier.

48. The Participants consent to Capricorn (including Capricorn's representatives, agents, service providers or contractors) seeking access to, collecting, using and disclosing the above personal information to facilitate the matters specified in and permitted under clause 47. For this purpose, the Participants consent to Capricorn also making disclosure of their personal information to Suppliers and other third party suppliers.

49. Each Participant may obtain access to stored information relating to that Participant and may obtain access to and correct that information by contacting Capricorn. A fee may apply for this service.

If a Participant believes their privacy has been interfered with due to a breach of Capricorn's obligations in relation to the Participant's privacy under these Terms, the Participant can complain directly to Capricorn's Privacy Officer. If the Participant is not satisfied with Capricorn's response, Capricorn will provide general information concerning the Participant's options before further proceeding with the Participant's complaint.

At a Participant's request Capricorn will provide the Participant with additional information about the way Capricorn manages the personal information Capricorn holds under these Terms. If the Participant wishes to know more about the way Capricorn manages personal information, Capricorn's Privacy Officer may be contacted in the following ways:-

- Write to the Privacy Officer at Locked Bag 3003, West Perth WA 6872;
- Email the Privacy Officer at privacy@capricorn.coop; or
- Call the Privacy Officer: 1800 005 311 (Australian Participants) or 0800 401 444 (New Zealand Participants).

50. Without limiting clause 28, it is the Participant's responsibility to keep their personal details provided to Capricorn as part of the Participant's participation in the Program updated including, but not limited to, correct phone number, email, fax number and postal address.

51. Clauses 46 – 51 survive the termination of these Terms and the termination or suspension of the Program and do not limit any other additional privacy consent given by a Participant to Capricorn through other means.

General

52. These Terms apply on and from the date set out in this document, being a date on or after the date of publication of these Terms on Capricorn's website (www.capricorn.coop under 'About – Terms and Conditions').

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53. Where any other information, brochures or instructions are provided with respect to the Program, these Terms shall have precedence to the extent of any inconsistency.

These Terms shall be governed, interpreted and construed in accordance with the laws of Western Australia, Australia and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the state of Western Australia irrespective of where any person resides, carries on business or applied for Membership or Authorised Purchaser status with Capricorn.

54. In the event of any conflict or dispute under these Terms or the Program, Capricorn has the sole and absolute discretion to make any such determination it deems appropriate.

55. A failure by Capricorn to enforce a particular term or condition does not constitute a waiver of that term or condition by Capricorn.

56. Nothing in these Terms and despite any other term to the contrary, affects any rights a Member may have and which by law cannot be excluded, including under the Australian Consumer Law. Each provision of these Terms are severable and any invalid, illegal or unenforceable provision shall be read down to ensure that it is not invalid, illegal or unenforceable, but if that is not possible, it will be severed from these Terms and shall not affect the validity of the remainder of these Terms.

57. The Participants acknowledge and agree that:-

- Capricorn may assign any of its rights under these Terms or with respect to the Program; and
- A Participant's rights under these Terms or with respect to the Program are personal to the Participant and may not be assigned without Capricorn's written consent, which may be withheld by Capricorn in its absolute and unfettered discretion.

Definitions and Interpretation

58. In these Terms:-

a) the following words have the meanings set out below, unless the context requires otherwise:-

Account means the account provided by Capricorn to Members and Authorised Purchasers to facilitate the purchase of goods and services from Suppliers and Capricorn and its subsidiaries.

APA means the agreement comprised of the Application to Trade as an Authorised Purchaser and associated Authorised Purchaser Agreement Terms and Conditions (or such other similar agreement or documentation) pursuant to which an Account and Purchasing Number is arranged by Capricorn for a person.

Australian Consumer Law means the Competition and Consumer Act 2010 (Cth).

Authorised Purchaser means a person who is not a Member but who, after submitting an Application to Trade as an Authorised Purchaser which has been accepted by Capricorn and agreeing to the APA (or such other similar agreement or documentation), has been provided an Account and Purchasing Number by Capricorn. "Authorised Purchasers" include NAPs, QNAPs and Buying Suppliers.

Buying Number means the Purchasing Number provided to a Buying Supplier.

Buying Supplier means a Supplier to whom Capricorn has provided a Buying Number to facilitate the purchase of goods and services from other Suppliers.

Capricorn means Capricorn Society Limited ACN 008 347 313 together with its successors in business, transferees and assigns.

GST means a goods and services tax, value added tax, consumption tax, or any similar tax or a tax on services only.

Member means a shareholder in Capricorn.

NAP means an Authorised Purchaser who has not yet qualified for membership of Capricorn.

Participant means a participant of the Program, and who must be a Member or an Authorised Purchaser with an existing Purchasing Number. For the avoidance of doubt, employees (whether full time, part time or casual) who have been provided an Account and Purchasing Number by Capricorn are not Participants.

Point means a Capricorn Reward Point issued under the Program.

Points Balance means a record established by Capricorn in the name of a Participant for the purpose of calculating the Participant's accrued Points on their Purchasing Number and Account from time to time. A Participant's "Points Balance" is updated monthly (and indicated in the Participant's monthly Capricorn Account statement), to reflect Points earned and Points redeemed during the preceding month. A Participant's "Points Balance" may fluctuate during the month to reflect Points redeemed by the Participant during that month.

Program means the Capricorn Rewards Program operated by or on behalf of Capricorn, the terms of which are more particularly set out under these Terms, as amended, supplemented or replaced from time to time.

Purchasing Number means the trading number provided by Capricorn to Members and Authorised Purchasers to facilitate the purchase of goods and services from Suppliers and Capricorn on an Account.

QNAP means a person who has qualified for membership of Capricorn by satisfying any relevant membership criteria and spending criteria set by Capricorn from time to time but to whom shares in Capricorn have not yet been issued.

Reward Point means the point allocated to each Participant under the Program for every AUD1 or NZD1 spent purchasing eligible goods and services from Suppliers (and Capricorn if offered) through their Purchasing Number.

Rewards means rewards available to a Participant from time to time, upon redemption of Points.

Supplier means a supplier of goods and services in connection with the automotive trade and other industries with which Capricorn has entered into an agreement for the supply of goods and services to Members and Authorised Purchasers on their Account.

Terms means the terms and conditions of the Program as set out in this document, which may be amended by Capricorn in the future from time to time.

Total Amount Owing means the total monies owed by a Participant to Capricorn (including, without limitation, all monies owing on a Participant's Purchasing Number) from time to time under any agreement, circumstance or arrangement.

- b) the singular includes the plural and vice versa;
- c) a reference to anything includes the whole and each part of it;
- d) a reference to a document includes any variation or replacement of it;
- e) a reference to a person includes their permitted successors, personal representatives and assigns;
- f) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- g) mentioning anything after "includes", "including", "for example", or similar expressions, does not limit what else might be included;
- h) an obligation, representation or warranty in favour of two or more persons or parties is for their benefit jointly and severally and an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;
- i) words which denote any gender also denote the other gender;
- j) words which denote individuals also denote corporations and vice versa;
- k) headings in these Terms are used for the purposes of convenience and identification of sections only and shall not be considered in or otherwise affect the interpretation of these Terms;
- l) a provision of these Terms must not be construed to the disadvantage of Capricorn because Capricorn was responsible for the preparation of these Terms;
- m) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- n) where a word or phrase is defined or given meaning, any other part of speech or grammatical form has a corresponding meaning.