



Capricorn Travel Australia - Qantas Incentive Promotion

Terms and Conditions

General Conditions of Entry

1. These Terms and Conditions apply to the Capricorn Travel Australia – Qantas Incentive Promotion (“Promotion”) promoted by Capricorn Society Limited (ACN 008 347 313) 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 csl@capricorn.coop.
2. The Promoter will commence advertising and marketing of the Promotion from 12:01am AWST on 1 September 2018 until close of the Entry Period (the “Promotional Period”). Entry into the Promotion will commence at 12:01am AWST on 3 September 2018 and closes at 11:59pm AWST on 30 September 2018 (the “Entry Period”).
3. Entry is open only to eligible members of Capricorn, being those businesses registered to conduct business in Australia that are active 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. To receive an entry in the Promotion, eligible members must, during the Entry Period, make at least one booking with Capricorn Travel Australia Pty Ltd of any Qantas domestic or international flight, using their Capricorn account, (each, an “Entrant”).
5. For the avoidance of doubt, an Entrant may receive multiple entries in the Promotion, but only receives **one** entry per booking (including where a booking is for multiple people) in the Promotion.
6. 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, including determining the date on which the booking was made.
7. 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.
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 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.
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 Prizes and Prize Draw

10. The prize draw will take place at 10:00am AWST on 16 October 2018. All eligible entries received by the Promoter during the Entry Period will be entered into the draw. If for some reason, which shall be at the Promoter’s sole discretion to determine, the draw cannot be conducted on this day, it will take place at the same time on the following business day.



CAPRICORN

11. The draw will take place at the registered offices of the Promoter, being 28 Troode Street, West Perth, Western Australia 6005. The draw will be conducted by computer generated selection and one winning entry will be selected from a pool comprising of all Entrants.
12. 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.
13. The Promoter's decision as to the winner is final and no correspondence will be entered into.
14. The prize for the winner of the draw is one Qantas travel voucher issued by Qantas Airways Ltd to the value of \$2,000.00. The prize voucher can only be spent through Capricorn Travel and only for the purchase of flights operated by Qantas Airways Ltd. The prize is not transferable and cannot be converted or exchanged for any other prize or redeemed for cash. Total prize pool value is \$2,000.00. 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).
15. The winner will be informed in writing by e-mail and their name will be published on the Promoter's website (at www.capricorn.coop) within 2 days of the draw. The winner may claim the prize and Capricorn will have the prize delivered by one of the following methods (the choice of which is at Capricorn's sole discretion): in person, by email or by post to their preferred address as notified to Capricorn within 60 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.
16. Details of the winner will be published in the November 2018 edition of Capricorn Society Limited's trade publication *Ignition*®. The November 2018 edition of *Ignition*® with the details of the winner will be available on the Promoter's website.

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 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 this Promotion (including any outcome), the Promoter and any products and/or services arranged, distributed and/or supplied by the Promoter.

Personal Information Collection Statement

19. 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.

In NSW this promotion is authorised under NSW Permit No. LTPS/18/26959.