



WMS Survey Terms and Conditions

Capricorn Member Workshop Management System Survey Promotion

Terms and Conditions

The Promotion and the Promoter

1. These Terms and Conditions apply to the Capricorn Member Workshop Management System 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.
2. The Promotion commences at 12:01am AWST on 29 January 2019 and closes at 11:59pm AWST on 22 February 2019 (the “Promotional Period”).

Entry into the Promotion

3. Entry is open only to eligible Members of Capricorn that are Members 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 in Australia or New Zealand that, during the Promotional Period, complete the online Capricorn Member Workshop Management System Survey hosted by TKP will receive one entry in the draw for the prize (each, an “Entrant”).
5. For the avoidance of doubt, a Member 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 is an eligible member;
 - b. whether or not an eligible Member 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 is 100,000 Capricorn Reward Points (valued at \$1,000 if won by an Entrant in Australia or NZ\$1,000 if won by an Entrant in New Zealand) (the “Prize”).
11. The prize draw will take place at 10.00 am AWST on 27 February 2019. All eligible entries received by Capricorn during the Promotional Period will be entered into the draw.
12. The draw will take place at Capricorn’s Australian registered office, being 28 Troode Street, West Perth, Western Australia 6005. The draw will be conducted by computer generated selection and a single winning entry will be selected.
13. Capricorn’s decision as to the winner is final and no correspondence will be entered into.
14. The Prize is 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).
15. The winner will be informed by telephone or in person, and in writing (which may include by e-mail) within 2 days of the draw. Details of the winner shall be published on Capricorn’s website at www.capricorn.coop. The winner may claim the prize and will have it 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. If 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 winners may also be published in the Capricorn Society Limited’s trade publication *Ignition*®.

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. If 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. 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/18/30523.