



# **POP THE BONNET**

## **Capricorn Service**

### **Data Promotion**

## Terms and Conditions

### General Conditions of Entry

1. These Terms and Conditions apply to the Pop the Bonnet – Capricorn Service Data Promotion (the “**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, phone on 1800 327 437 (Australia) or 0800 401 444 (New Zealand) or by email at [csl@capricorn.coop](mailto:csl@capricorn.coop).
2. The Promotion commences on 12:01am AWST on 1 January 2019 and closes at 11:59pm AWST on 28 February 2019 (the “**Promotional Period**”).
3. Entry in the Promotion is open only to eligible members of Capricorn, being those businesses registered to conduct business in Australia or New Zealand that are members of Capricorn and are not on stop credit 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. Entries into the Promotion (an “**Entry**”) are obtained through either or both of the following ways:
  - a. to receive one Entry, eligible members must, during the Promotional Period, login to Capricorn Service Data via [www.capricorn.coop/servicedata](http://www.capricorn.coop/servicedata). Logging in will generate a token which is the record of the login and remains active for approximately two to four hours. No further tokens are generated upon subsequent logins whilst the current token remains active. Upon expiry of a token, a new token will be generated by any subsequent login. Entries are based on the number of tokens an Entrant receives, and are limited to a maximum of 50; and
  - b. to receive 100 Entries, eligible members must, during the Promotional Period, purchase an upgrade of Capricorn Service Data to the full Autodata product through the Capricorn Service Data portal [www.capricorn.coop/servicedata](http://www.capricorn.coop/servicedata) and must continue to have an active Autodata subscription at the draw date set out in clause 10 of these terms.

(in each instance an eligible member that holds an Entry is an “**Entrant**”).
5. For the avoidance of doubt:
  - a. an Entrant may obtain multiple Entries by doing either or both of the activities listed in clause 4(a) and (b) above; and
  - b. the period for which a token as described in clause 4(a) remains active is approximately two to four hours, but may depend on factors outside of the control of the Promoter, including security settings and system configurations on an Entrant’s computer.
6. In the event of any uncertainty or dispute the Promoter will, in its sole and unfettered discretion, determine:
  - a. whether a business is an eligible member;
  - b. whether an eligible member is an Entrant; and
  - c. the number of Entries received by an Entrant.
7. The Promoter reserves the right at any time to verify the validity of Entries and Entrants and, in its sole and unfettered discretion, to disqualify anyone who the Promoter believes: does not comply with 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 that jeopardises 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; and
  - b. subject to any directions required from a regulatory authority, to modify, suspend, terminate or cancel the Promotion.
9. These Terms and Conditions shall be governed by the laws of the State of Western Australia and the Commonwealth of Australia and each Entrant agrees to submit to the jurisdiction of the courts thereof and no others.

### The Prizes and Prize Draw

10. The prize draw will take place at 10:00am AWST on 29 March 2019. All Entries received by the Promoter during the Promotional Period will be in the draw.
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 Entry will be selected from a pool comprising of all Entries and the Entrant holding that Entry will be the winner (the “**Winner**”).

12. The Promoter reserves the right to draw and record additional Entries for use if 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 is double Capricorn Reward Points awarded on all purchases made by the winning Entrant during the period 1 July 2018 to 30 June 2019 to a maximum value of \$5,000.00. The double reward points prize will be calculated on all purchases made during these dates according to Capricorn's records on the Winner's Capricorn account and will be credited to the Winner's Capricorn account by 31 July 2019. Double reward points will be calculated as double the amount of any Capricorn Reward Points the Winner is entitled to receive in accordance with the Capricorn Rewards Program Terms and Conditions (available at [www.capricorn.coop/TC](http://www.capricorn.coop/TC)) on purchases made from 1 July 2018 to 30 June 2019 and does not include any bonus reward points received from any Capricorn Preferred Suppliers. 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 by telephone or in person, and in writing (which may include by e-mail) within 7 days of the draw. If the Winner chooses not to accept the prize or is deemed ineligible by the Promoter, they forfeit all and any claims to the prize, and the Entrant that holds the additional Entry drawn by the Promoter in accordance with clause 13 will be declared the Winner or, if none, a redraw under clause 18 will take place.
16. Details of the Winner will be published in the May 2019 edition of Capricorn Society Limited's trade publication *Ignition*® and as made available on the Promoter's website at [www.capricorn.coop](http://www.capricorn.coop).

#### **Unclaimed Prize**

17. If a prize is not accepted by the Winner, the Winner is deemed ineligible, or the prize is for any other reason unable to be awarded to the Winner (including for any reason at the sole discretion and determination of the Promoter) for three months after the draw date, a redraw may take place two business days after the prize is not accepted or otherwise goes unawarded 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. The Winner 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](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 Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.

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