



***Switch to Capricorn
Risk Services
Terms and Conditions***

"Switch to CRS" – Capricorn Risk Services Promotion

Terms and Conditions

General Conditions of Entry

1. These Terms and Conditions apply to the Rediscover Capricorn – Capricorn Risk Services 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 cs@capricorn.coop.
2. The Promotion commences on 12:01am AWST on 1 February 2019 and closes at 11:59pm AWST on 30 June 2019 (the "**Promotional Period**").
3. Entry 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. To receive one entry in the Promotion, eligible members must, during the Promotional Period, purchase any new business mutual protection or business insurance product through Capricorn Risk Services Pty Ltd to the value of \$1,000 or more per annum in contributions or premiums (each, an "**Entrant**"). Renewals of existing mutual protection or insurance and any transfer from an insurance or mutual protection product purchased through Capricorn Risk Services Pty Ltd to a comparable insurance or mutual protection product are not eligible purchases for the purposes of this draw. Any Entrant whose payments on their premiums or contributions for the relevant mutual protection or insurance product purchased are overdue at the time of the draw or who has cancelled or suspended their mutual protection or insurance purchased in accordance with this clause will be disqualified and not eligible to win the prize.
5. For the avoidance of doubt, an Entrant is limited to **one** entry 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 quote was requested.
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 18 July 2019. All eligible entries received by the Promoter during the Promotional Period will be entered into 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 winning entry will be selected from a pool comprising of all Entrants in both Australia and New Zealand.
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 prize draw is the choice of one of the following event packages:

-1 Ticket to the Capricorn Convention 2020 which includes return economy flights and accommodation at the host venue hotel and any meals and drinks included in the Capricorn Convention standard package, but does not Capricorn Extension, any tours or food/beverage outside of the package inclusions (valued at \$4,000 per ticket);

-1 Ticket to SEMA 2019 in Las Vegas, USA which includes 5 nights' accommodation at a hotel of Capricorn's choosing, tickets to SEMA/APEX conference, entry to the Capricorn hosted dinner and return economy airfare from an Australian mainland capital city or Auckland, New Zealand to Las Vegas, USA. This does not include any other costs associated with travel to and attendance at this event, including meals and transfers. (valued at \$3,200 per ticket);

-2 Tickets to the Adelaide 500 event in 2020 – tickets give winners access to the Capricorn track side villa and food/beverages at the event, and also includes return economy airfare from an Australian mainland capital city or Auckland, New Zealand to Adelaide, South Australia but does not include accommodation, meals or other expenses (valued at \$2800 per ticket for a total prize value of \$4,500); or

-4 Tickets to the winner's local Capricorn Gala Dinner and Tradeshow in 2019 plus two nights accommodation for each person in a standard room at the hosting hotel (valued at \$1,000 per person). An additional \$500 spending money will be given to the winner only (total prize value \$4,500).

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 2 days of the draw. The prize or confirmation of the prize will be sent by email to the email address of the prize winner recorded on Capricorn's systems within 30 days of the winner informing Capricorn of their selection of the prize. The winner must make this selection within 30 days of the date of the draw. If the prize selected is one for which tickets are not yet issued by the relevant event holder, Capricorn will send to the winner a confirmation of the prize confirming the winner's entitlement to the prize upon issue of the tickets. Capricorn will email to the winner the tickets within 30 days of receipt of the tickets from the relevant event holder. In the event that the prize selected in the event that the winner chooses not to accept the prize or cannot be contacted or located after Capricorn has made reasonable endeavours to do so, they forfeit all and any claims to the prize, and a winner will be redrawn under clause 17.

16. Details of the winner will be published in the September 2019 edition of Capricorn Society Limited's trade publication *Ignition*®. The August 2019 edition of *Ignition*® with the details of the winner will be available on the Promotor's website at www.capricorn.coop.

Unclaimed Prize

17. If a prize is not accepted by a winner, Capricorn (in its sole and absolute discretion) deems the winner for any reason to be ineligible to win the prize or enter the prize draw, or the prize is otherwise unclaimed for two months after the draw date, a redraw may take place on two business days after the prize is not accepted, awarded 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 including the mutual protection and insurance broking services.

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/18/30852

In ACT this promotion is authorised under ACT Permit No. ACT TP 18/02508