

Opt out of Paper Statements Promotion August – October 2024 (Promotion) Terms and Conditions (Terms)

General Conditions of Entry

1. Capitalised terms are detailed within these terms or in **Schedule 1**.
2. These Terms apply to the **Promotion** which is promoted by the **Promoter**. The Promoter can be contacted at the **Promoter Address, Phone or Email**.
3. The Promotion opens and closes at the dates and times set out in the **Promotional Period**.
4. Entry is open only to **Eligible Members** during the **Promotional Period**. Employees and officers (and immediate family) of the Promoter or any related company are ineligible to enter.
5. The **Prize/s** will be drawn on the **Prize Draw Date/s** at the **Prize Draw Location and Time** stated in Schedule 1.
6. The Promoter may, in its discretion, substitute the Prize/s or any parts of thereof with a prize of equal value (subject to any direction or approval required from any relevant regulatory authority).
7. An Eligible Member will become an **“Entrant”** on meeting the **Entry Conditions** set out in Schedule 1. Only one entry is permitted for each Eligible Member, unless otherwise stated in the **Multiple Entries** section in Schedule 1.
8. 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 meets Entry Conditions; and
 - c. how many entries an Eligible Member is entitled to.
9. 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 an Entrant who the Promoter has reason to believe has breached or does not comply with any of these Terms, 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 calculated to jeopardise the fair and proper conduct of the Promotion.
10. If the **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/or
 - b. subject to any directions required from a regulatory authority, to modify, suspend, terminate or cancel the **Promotion**, as appropriate.
11. Failure by the **Promoter** to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. These **Terms** are governed by the laws of the State of Western Australia and each **Entrant** (or **Eligible Member** should **Entry Conditions** fail to be met) agrees to submit to the exclusive jurisdiction of the courts thereof.

The Prizes and Prize Draws

13. The prize draw will take place using the **Prize Draw Method** on the **Prize Draw Date** at the **Prize Draw Location and Time**. Entries meeting the Entry Conditions received by the **Promoter** during the **Promotional Period** will be entered into the draw.
14. The **Promotor** reserves the right to re-draw any **Prize/s** in the event that the relevant entry drawn for that **Prize** is invalid or ineligible.
15. The **Promoter's** decision as to the winners is final and no correspondence will be entered into.
16. The Prize/s will be distributed by the **Prize Distribution Method** within the **Prize Distribution Timeframe**.
17. Winner/s will be informed by telephone or in person, and in writing (which may include email) within 7 days of the relevant **Prize Draw Date**. In the event that a winner chooses not to accept a **Prize**, they forfeit all and any claims to that Prize and a new winner will be drawn pursuant to clause 19.
18. Details of the winners may also be published in editions of Capricorn Society Limited's trade publication *Ignition*® and in any other media publications, promotional materials or social media accounts of the **Promoter**. By entering into the **Prize Draw, Entrants** consent to their details being published as set out in this clause 18.

Unclaimed Prize

19. If a Prize:
 - a. is not accepted by a winner; or
 - b. it otherwise goes unclaimed for three months after the **Prize Draw Date**,a redraw may take place on two business days after clause 19(a) or 19(b) above 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

20. In the event that an **Entrant** wins a **Prize**, the **Entrant** consents to:
 - a. participating in photo, recording or video sessions as reasonably required by the Promoter for the Promotion; and
 - b. the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media (including social media) for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and any products arranged, distributed and/or supplied by the Promoter.

Limitation of Liability

21. Subject to clauses 22 & 23, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury, illness or death or any loss or damage (including whether direct, indirect, special or consequential or for loss of profits) arising in any way out of the Promotion or any Prize including but not limited to, liability arising out of the following:
 - a. equipment malfunction (whether or not under the Promoter's control);
 - b. any claim that a Prize is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - c. any variation in Prize value to that stated in these Terms; or
 - d. use of any Prize.

22. Clause 21 does not apply to any liability that cannot by law be excluded, but in such case the Promoter's liability is limited to the greatest extent permitted by law.
23. Nothing in these Terms restricts, limits, excludes or modifies any consumer rights provided under the Competition and Consumer Act 2010 (Cth).

Social media release

24. Where the Promotion is promoted on any social media platform (for example Facebook, Instagram or LinkedIn), Entrants and/or Eligible Members (as the case may be) fully release and hold any and all relevant social media platforms harmless from liability, and acknowledge that the Promotion is in no way sponsored, endorsed, administered by or associated with any social media platform.

Personal Information Collection Statement

25. 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 Promoter may share personal information across the countries it operates in for the purposes set out or permitted in this collection statement or its Privacy Policy. The Promoter operates in Australia and New Zealand. The Promoter and its service providers may use cloud-based software solutions to perform internal processes which means that information provided to the Promoter may be transferred, used or stored outside of Australia or New Zealand. The Promoter tries to ensure that where personal information is transferred outside of Australia or New Zealand, appropriate measures and controls are in place to protect that information. 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.

Schedule 1

Term	Details
Promoter	Capricorn Society Limited (ACN 008 347 313) of
Promoter Address, Phone or Email	<u>Address:</u> Level 19, 131 St Georges Terrace, Perth WA 6000 <u>Phone:</u> 1800 327 437 <u>Email:</u> csl@capricorn.coop
Promotional Period	<u>From:</u> 12.01am AWST on 1 August 2024 <u>To:</u> 11.59pm AWST on 31 October 2024
Eligible Members	Those businesses registered to conduct business that are Members of Capricorn (including Australian trial members holding a Capricorn Trade Account) during the Promotional Period.
Prize/s	The prize is a \$500 Kathmandu e-voucher. There are two prizes available for the Prize Draw. The total prize pool is valued at \$1000. Prize value to be AUD or NZD depending on where the winners are located.
Prize Draw Date/s	The Prize/s will be drawn on 19 November 2024.
Prize Draw Location and Time	Offices of the Promoter at Level 19, 141 St Georges Terrace, Perth WA 6000. 10am AWST
Prize Draw Method	Prize Draw will be conducted by computer generated selection and two winning entries will be selected.
Entry Conditions	One entry to the Prize Draw per Eligible Member who has opted out of receiving a paper statement as at 11.59pm on 31 October 2024.
Multiple Entries (Not applicable or permitted)	Not permitted
Prize Distribution Method	The Prize is to be sent by email to the winner's email address as listed on their Capricorn Trade Account or to an alternative email address nominated by an Authorised Representative of the winner prior to the distribution of the Prize.
Prize Distribution Timeframe	Within 21 days of the Prize Draw Date