

**Harvey Norman voucher
(NZ Entrants) /
Woolworths vouchers
(AU Entrants) Promotion
Mar – May 2025 Terms
and Conditions**

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 and Suppliers during the Promotional Period. Employees and officers (and immediate family) of the Promoter or any related company are ineligible to enter.
5. The Prize will be drawn on the Prize Draw Date (or the Prize Redraw Date where applicable) at the Prize Draw Location and Time stated in Schedule 1.
6. The Promoter may, in its discretion, substitute the Prize 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 or Supplier will become an “Entrant” on meeting the Entry Conditions set out in Schedule 1.
8. In the event of any uncertainty or dispute, the Promoter, in its sole and unfettered discretion, will determine:
 - a. whether or not a business is an Eligible Member or Supplier; and
 - b. whether or not an Eligible Member or Supplier meets the Entry Conditions.
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, Supplier or Entrant, has tampered with the entry process or has engaged in any unlawful or other improper conduct 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 or Supplier should Entry Conditions fail to be met) agrees to submit to the exclusive jurisdiction of the courts thereof.

The Prize and Prize Draw

13. The prize draw will take place using the Prize Draw Method on the Prize Draw Date (or the Prize Redraw Date where applicable) 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 Promoter reserves the right to re-draw the Prize in the event the relevant entry drawn for the Prize is invalid or ineligible, as determined at the discretion of the Promoter.

15. The Promoter's decision as to the winner is final and the Promoter is not required to engage in any further correspondence in respect of this decision.

16. The Prize will be distributed by the Prize Distribution Method within the Prize Distribution Timeframe.

17. The winner will be informed by telephone, in person, or in writing (which may include email), within 7 days of the relevant Prize Draw Date (or the Prize Redraw Date where applicable).

18. In the event 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 21 or clause 22.

19. Details of the winner 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.

20. By entering into the Prize Draw, Entrants consent to their details being published as set out in clause 19.

Unclaimed Prize

21. If a Prize:

- a. is not accepted by the winner in line with clause 18; or
- b. remains unclaimed by the winner by Prize Draw Date,

the Promoter is permitted to conduct a redraw on the Prize Redraw Date.

22. In the event of a redraw, if a Prize:

- a. is not accepted by the winner of the redraw; or
- b. remains unclaimed by the redraw winner for three months after the Prize Draw Date,

the Promoter is permitted to conduct an additional redraw on the Prize Redraw Date.

23. In the event of a redraw (or subsequent redraws) in line with clause 21 or clause 22, the Prize Draw Method and notification of the winner will occur in accordance with clauses 13 to 17 above (subject to any direction or approval required from any relevant regulatory authority), and any subsequent winners agree to comply with these Terms.

Promotional Activities

24. In the event 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

25. Subject to clauses 26 and 27, 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.

26. Clause 25 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.

27. Nothing in these Terms restricts, limits, excludes or modifies any consumer rights provided under the Competition and Consumer Act 2010 (Cth).

Social media release

28. Where the Promotion is promoted on any social media platform (for example Facebook, Instagram or LinkedIn), Entrants and/or Eligible Members/Suppliers (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

29. 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 |
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| Promoter | Capricorn Society Limited (ACN 008 347 313) |
| Promoter Address, Phone or Email | <p><u>Address:</u> Level 19, 141 St Georges Terrace, Perth WA 6000</p> <p><u>Phone:</u> 1800 327 437</p> <p><u>Email:</u> csl@capricorn.coop</p> |
| Promotional Period | <p><u>From:</u> 12.01am AWST on 5 March 2025</p> <p><u>To:</u> 11.59pm AWST on 30 May 2025</p> |
| Eligible Members | Businesses registered to conduct business in Australia or New Zealand that are Members or Suppliers of Capricorn (including Australian trial members holding a Capricorn Trade Account) during the Promotional Period who were contacted by Capricorn by electronic direct mail for this Promotion, that are still Members or Suppliers and not in default on their Capricorn Trade Account as at the Prize Draw Date and, if applicable, the Prize Redraw Date. |
| Prize | <p>One (1) Harvey Norman voucher valued at NZD \$1,500.</p> <p>Three (3) Woolworths at Work in-store vouchers valued at AUD \$500 each.</p> |
| Prize Draw Date | The Prize will be drawn on Tuesday, 3 June 2025 |

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| Prize Draw Location and Time | Level 19, 141 St Georges Terrace, Perth WA 6000 at 10am AWST. |
| Prize Redraw Date | The next business day following clause 21 or clause 22. |
| Prize Draw Method | The Prize Draw will be conducted by computer generated selection and one winning entry will be selected. |
| Entry Conditions | One entry to the Prize Draw is allocated per Eligible Member or Supplier who has completed a questionnaire during the Promotional Period. On receipt of an entry to the Prize Draw, an eligible Member or Supplier becomes an “Entrant”. For the avoidance of doubt, an Eligible Member or Supplier will only receive one entry (per business) into the Prize Draw for completing a questionnaire during the Promotional Period. |
| Prize Distribution Method | <p>Harvey Norman voucher - The Prize will be emailed to the winner in the form of a digital gift voucher.</p> <p>Woolworths at Work vouchers – The Prize will be issued as an in-store voucher. If the winner does not have a Woolworths at Work account, a Woolworths at Work account will be created for them.</p> <p>Prizes will be issued to the winner by Capricorn.</p> |
| Prize Distribution Timeframe | Within 60 days of the Member or Supplier confirming acceptance of the Prize. |