

**Capricorn
Convention 2026
Preferred Supplier
Incentive
Promotion**

General Conditions of Entry

1. These Terms and Conditions (“Conditions”) apply to the Capricorn Convention 2026 Preferred Supplier Incentive Promotion (“Supplier Incentive Promotion”), run in association with the Capricorn Convention 2026 (the “Convention”) promoted by Capricorn Society Limited (ACN 008 347 313) of 141 St Georges Terrace, Perth 6000 (“Capricorn”). Capricorn can be contacted at the above address, by phone on 1800 327 437 or by email csl@capricorn.coop.
2. The Promotion commences at 12.01am AEDT on 1 February 2025 and closes at 11.59pm AEDT on 31 December 2025 (the “Promotional Period”).
3. Entry is open to a supplier that:
 - a. receives an email from Capricorn inviting them to participate in the Supplier Incentive Promotion (the “Invitation”);
 - b. is registered to conduct business in Australia or New Zealand; and
 - c. has a current Preferred Supplier Trade Agreement in place with Capricorn for the duration of the Promotional Period and at the time of the prize draw, (a “Supplier”).
4. For the avoidance of doubt, the following are ineligible to participate in the Supplier Incentive Promotion:
 - a. an employee or officer of Capricorn;
 - b. any immediate family members of those listed in clause 4(a); and
 - c. any companies related to those set out in clause 4(a) or clause 4(b).
5. If you are a Supplier pursuant to clause 3, you will automatically be included in the Supplier Incentive Promotion unless you opt out by contacting Capricorn. You may opt out of the Supplier Incentive Promotion at any time by contacting Capricorn via email at convention@capricorn.coop. If you do not opt out of the Supplier Incentive Promotion, you are deemed to have agreed to be bound by these Conditions.

How we will run the Supplier Incentive

6. On commencement of the Supplier Incentive Promotion, the Supplier will receive an Invitation from Capricorn containing an overall target of sales for the Promotional Period (the “Total Sales Target”). Pursuant to clause 8, to be eligible to participate in the Supplier Incentive Promotion, the Supplier is required to meet and exceed the Total Sales Target during the Promotional Period. For the avoidance of doubt, the monthly targets of sales (“Monthly Sales Targets”) in the Invitation are only intended as a guide.
7. The Total Sales Target is specific to each Supplier and only includes sales made by a Supplier to Capricorn Members where the sale is a purchase from that Supplier and transacted through the Capricorn Member’s Capricorn Account. For the avoidance of doubt, the Total Sales Target and Monthly Sales Targets do not include sales made through CAP ezi-finance.
8. To be eligible for a ticket, a Supplier must:
 - a. meet or exceed their Total Sales Target; and
 - b. at the conclusion of the Promotional Period, be placed:
 - i. in the top 10 Suppliers from New Zealand; or
 - ii. in the top 40 Suppliers from Australia,which is determined with reference to the percentage of sales made above each Supplier’s respective Total Sales Target.
9. The details of the prize that forms part of each ticket (as referred to in clause 8) has been set out at clause 24.
10. During the Promotional Period, Capricorn will provide each Supplier with regular updates as to their performance against their Monthly Sales Target.
11. Capricorn has the right, at its sole discretion, to exclude any sales that it determines:
 - a. have not been placed on the appropriate account; or
 - b. have not been made within the Promotional Period.
12. You will immediately become ineligible to participate in the Supplier Incentive Promotion if, at any time prior to the end of the Promotional Period, you:
 - a. are no longer party to a Preferred Supplier Trade Agreement or otherwise cease to be a Supplier;
 - b. give or receive notice that your Preferred Supplier Trade Agreement is to be terminated;

- c. are, in our reasonable opinion, in breach of your Preferred Supplier Trade Agreement or any other agreement between you and us or between you and any of our related companies; or
 - d. refuse to allow Capricorn Members to make purchases from you using their Capricorn trade accounts in accordance with your Preferred Supplier Trade Agreement.
13. Participation in the Supplier Incentive Promotion is not a representation or warranty that you will remain a Supplier throughout the Promotional Period.

Awarding tickets

14. We will inform you by phone or in person, and in writing (including by email), if you are awarded a ticket. Details of the winning Suppliers will also be published in Capricorn's trade publication Ignition® and in any other media publications, promotional materials or social media accounts of Capricorn. Pursuant to clause 5, by electing to remain in the Supplier Incentive Promotion, you consent to your details being published as set out in this clause.
15. If you are awarded a ticket you must notify us by no later than 16 February 2026 of your acceptance or declination on 1800 327 437 (Aus) or 0800 401 444 (NZ) or by email at convention@capricorn.coop.
16. Pursuant to clause 15, Capricorn reserves the right to reallocate the ticket where the ticket has not been accepted by 16 February 2026.
17. If you accept a ticket pursuant to clause 15, you agree to:
- a. submit the names of two individuals who will be attending under the ticket you have been awarded ("Attendees") by no later than 16 February 2026, noting that Capricorn reserves the right to charge a late fee where the Attendee names are outstanding as at 16 February 2026;
 - b. comply with the Capricorn 2026 Convention Terms and Conditions and sign any document evidencing this; and
 - c. comply with the Conditions and sign any document evidencing this.
18. If you decline the ticket or fail to accept it in accordance with clause 15, you:
- a. agree to forfeit the ticket and any rights associated with the ticket; and
 - b. understand Capricorn will select the next winner.

Attendees

19. Capricorn reserves the right to charge a cancellation fee where a ticket is accepted by you under clause 15, and the Attendee nominated by you is no longer able to attend the Convention.
20. You warrant that each Attendee nominated by you:
 - a. will be at least 18 years of age at the date of the commencement of the Convention; and
 - b. agrees to:
 - i. comply with the Capricorn 2026 Convention Terms and Conditions, a copy of which is available on our website at www.capricorn.coop under “Terms & Conditions” and sign any document evidencing this;
 - ii. receive communications (including emails) relating to the Convention, from Capricorn; and
 - iii. participate in any promotional activities reasonably requested by us.
21. At any time, we reserve the right to exclude an Attendee from participating in the Convention or any part thereof for any reason, including but not limited to:
 - a. the preservation of the safety of Capricorn staff or any other person; or
 - b. the behaviour of the Attendee, where this behaviour is reasonably considered likely to:
 - i. bring our brand and reputation into disrepute; or
 - ii. expose us to risk.

The ticket

22. If you are awarded a ticket, and accept the ticket pursuant to clause 15, we will work with you to make arrangements for you to take the benefit of the ticket, by issuing you with airline tickets and itineraries in the names of the Attendees. You agree to:
 - a. work with each Attendee to provide us with the information requested, within the timeframes to be advised by Capricorn; and
 - b. pay on demand any additional costs associated with accommodating any special request or requirements (if any) of your nominated Attendees with respect to the Convention.

23. If you accept the ticket pursuant to clause 15, you grant us free of charge the irrevocable, perpetual, and non-exclusive right to use image, and other relevant details including but not limited to the name of your business, owners, and/or attendees, for our promotional purposes. You agree to participate and to procure the participation of any Attendee, in any promotional activities or for any promotional purposes reasonably requested by us.
24. Each ticket is valued at approximately A\$12,000 and consists of:
- a. two return economy airfares to Sicily, Italy, departing from Perth, Adelaide, Melbourne, Sydney, Brisbane or Auckland;
 - b. airport transfers to and from Club Med Cefalù;
 - c. six nights' twin-share accommodation at Club Med Cefalù;
 - d. entry for two people to all Convention seminars and non-ticketed events;
 - e. meals and a variety of drinks served each day for two people as determined by ClubMed; and
 - f. access to networking and social events with Members and other Preferred Suppliers (including the Welcome Dinner and Gala Dinner).

With regard to the above, please note:

- g. the airfares, as outlined in subclause (a), will be for the dates of the Convention only. Fees will apply for any requested changes to travel dates; and
 - h. the accommodation, as outlined at subclause (b) above, includes one room only. You may request one additional room at your own expense, noting approval of this request will be at the discretion of Capricorn.
25. All relevant traveller information must be provided to Capricorn by 1 March 2026. Where this information is not received by Capricorn by 1 March 2026, Capricorn reserves the right to reallocate the ticket.
26. You agree that, other than those items listed in clause 24, all other expenses and requirements in connection with the Convention (including, but not limited to, additional meals and drinks, travel insurance, passport and visas (if applicable), taxes, healthcare, items of a personal nature, in-room charges, trips and excursions and additional transfers) must be organised by you and are at your own cost.
27. It is the Supplier's responsibility to ensure their Attendees obtain any requisite visas for travel to Italy. Capricorn will have no responsibility or involvement in ensuring that Attendees have the necessary visas for entry into Italy.

Use of a Ticket

28. You may not transfer or exchange the ticket or redeem it for cash. We may at our sole discretion choose to substitute the ticket or any part of the ticket for cash or items of an approximate equivalent value.
29. Use of the ticket and any parts of it is your sole and absolute responsibility. We do not warrant the suitability and/or fitness for purpose of the ticket or any goods or services that are part of the ticket or otherwise provided in connection with the Supplier Incentive Promotion or Convention.
30. We are not responsible or liable to you or anyone else if:
 - a. you or an Attendee does not take or use the ticket or any part of the ticket;
 - b. the ticket or any part of the ticket is not provided or cannot be taken or used because of any reason beyond our control; or
 - c. the Convention, or any part of the Convention, is changed, delayed or cancelled in accordance with the Capricorn 2026 Convention Terms and Conditions.

Decisions are made at our discretion

31. All of our decisions and actions in connection with the Supplier Incentive Promotion, setting of Total Sales Target and Monthly Sales Targets, calculation of sales within the Promotional Period and awarding of tickets, are made in our absolute and unfettered discretion. We are not obliged to discuss or justify any decisions to you or anyone else.
32. We may vary these Conditions or terminate the Supplier Incentive Promotion or any part thereof at any time in our absolute discretion without liability to you or anyone else.
33. We may at any time in our absolute and unfettered discretion give you notice changing any of the matters referred to in the Conditions.
34. We are not required to award all tickets allocated to the Supplier Incentive Promotion. Any ticket(s) not awarded, or awarded but not accepted, may, at our absolute and unfettered discretion, be awarded to a Supplier of our choosing, or removed altogether from the Supplier Incentive Promotion.

Indemnity and Liability

35. You indemnify and must keep indemnified Capricorn for any damages, costs, losses, demands or claims suffered or incurred by Capricorn (“Liability”) as a result of your, or any Attendee’s:
- a. attendance at the Convention; or
 - b. negligence or breach of these Conditions,
- (“Indemnified Matters”). Such indemnity is reduced to the extent that any Liability arises as a direct result of Capricorn’s material breach of these Conditions or negligence.
36. You agree to be held liable for any additional costs other than those set out in clause 24 and clause 26, incurred by Attendees prior to, during, after, or in any way otherwise associated with the Convention or the ticket, including but not limited to property damage, hotel charges, fines levied by local authorities, or any other fees, charges or costs incurred by or against the Attendee.
37. Capricorn may set-off and deduct any amount owed by the Supplier to Capricorn under this Agreement, from any payment made by Capricorn to the Supplier on any basis whatsoever.
38. To the maximum extent permitted by law, no party is liable to the other party for any loss of, or loss of anticipated, use, production, revenue, income, profits, goodwill, contract, business and savings or business interruption, whether or not foreseeable (“Indirect Loss”), except to the extent that such Indirect Loss is an Indemnified Matter under these Conditions.

Personal Information

39. Capricorn collects personal information in order to conduct the Supplier Incentive 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. Participation in the Supplier Incentive Promotion 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 Suppliers may opt out, access, update or correct their personal information, how Suppliers may complain about a breach of the Australian Privacy Principles or any other applicable law, and how those complaints will be dealt with.

General

40. A reference to 'you' is a reference to a 'Supplier' who meets the requirements set out in clause 3 of the Conditions.
41. A reference to 'us' or to 'Capricorn' includes but is not limited to our directors, officers, employees, agents, administrators, affiliates, personal representatives, insurers, contractors, successors and assigns (and, where applicable, legal personal representatives).
42. Unless the contrary intention appears:
 - a. the singular includes the plural;
 - b. an obligation, representation or warranty in favour of two or more persons is for their benefit jointly and severally;
 - c. an obligation, representation or warranty on the part of two or more persons binds them jointly and severally,
 - d. anything or any amount includes any part of that thing or amount; and
 - e. if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
43. Invalidity, illegality or unenforceability of any provisions of these Conditions does not affect any other provision, and these Conditions shall be construed as if any invalid, illegal or unenforceable provision was never included.
44. Nothing in these Conditions limits any rights that you have which cannot be excluded under the Competition and Consumer Act 2010 (Cth) in Australia or under any similar legislation that applies in any other jurisdiction.
45. Pursuant to clause 5, if you do not opt out of the Supplier Incentive Promotion, you consent to receive communications (which may include sponsorship content, emails and marketing materials) relating to the Convention, from Capricorn, pursuant to Schedule 2 of the Spam Act 2003 (Cth). If you do not wish to receive communications from Capricorn, please email 'unsubscribe' to input@capricorn.coop.
46. These Conditions are governed by the laws of the State of Western Australia and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.