

# Capricorn Rewards

Terms and Conditions

Effective from 29 January 2024

# **Capricorn Rewards Terms and Conditions**

## **Am I eligible to participate in Capricorn Rewards?**

1. You will be eligible to participate in Capricorn Rewards if you are a Capricorn Member operating a Capricorn Trade Account unless you have been notified otherwise.
2. Participation in Capricorn Rewards is free.
3. If you are a Trial Member you may earn Capricorn Rewards Points but cannot redeem Rewards Points unless your trial membership is successfully completed.

## **What are my obligations?**

4. Participation in Capricorn Rewards is subject to these Terms.
5. You will have accepted these Terms as part of becoming a Capricorn Member and agreeing to have a Capricorn Trade Account. Any registration via the Capricorn Rewards website or request to redeem Rewards Points also constitutes acceptance of these Terms as amended from time to time.
6. By participating in Capricorn Rewards, you agree and acknowledge that information about you, including personal information, can be collected, used and disclosed by us and by third parties that assist us with Capricorn Rewards, including by hosting the Capricorn Rewards website or providing Rewards. Any such use of personal information will be consistent with these Terms and our privacy policy.

## **How do I earn Rewards Points?**

7. There are two types of Rewards Points you can earn:
  - 7.1. Capricorn Rewards Points are earned by you making eligible purchases on your trade account; and
  - 7.2. Bonus Rewards Points are earned by you participating in special promotions or limited offers from
    - 7.2.1. either us (Capricorn Bonus Points)
    - 7.2.2. or a Preferred Supplier (Preferred Supplier Bonus Points).
8. There is no limit to the number of Rewards Points you may earn.

## **Capricorn Rewards Points**

9. Eligible purchases from Preferred Suppliers using your trade account will generally earn you 1.5 Rewards Points for every Australian dollar spent (if you operate a trade account in Australia) or every New Zealand dollar spent (if you operate a trade account in New Zealand).
10. We may determine in our absolute and unfettered discretion that some or all purchases from a Preferred Supplier or a related or connected company (including those referred to at clause 12) are not eligible purchases for Capricorn Rewards or earn Rewards Points at a different rate.
11. A list of Preferred Suppliers from which purchases are not eligible purchases or earn Rewards Points at a different rate is available on the Capricorn Rewards website. This list may change without notice.
12. Companies that are related or connected to us may be Preferred Suppliers and purchases from them

using your trade account may be eligible purchase, including:

- 12.1. Mutual protections from Capricorn Mutual Limited;
  - 12.2. Cap ezi-finance® from Capricorn Society Financial Services Pty Ltd (any Rewards Points are earned following loan settlement, no Rewards Points are earned on any fees or charges and the rate at which Reward Points accrue may vary according to what you are financing and the supplier you are buying the financed item from);
  - 12.3. Travel services from Capricorn Travel Australia Pty Ltd; and
  - 12.4. General insurance brokered through Capricorn Insurance Services Pty Ltd.
13. Unless otherwise stated, Rewards Points are not earned on purchases directly from us, including attendance at events offered by us such as the Capricorn Convention and Capricorn Gala Dinners.

#### ***Bonus Rewards Points***

14. Bonus Rewards Points may be offered from time-to-time by Preferred Suppliers or Capricorn in connection with special promotions or limited offers.
15. You may receive Preferred Supplier Bonus Points on eligible purchases as well as Capricorn Rewards Points.
16. The conditions on which Bonus Rewards Points are offered are set by the Preferred Supplier or Capricorn. Where offered by a Preferred Suppliers, it is the Preferred Supplier, and not us, responsible for disclosing the conditions on which Bonus Rewards Points are offered.
17. The offer of Bonus Rewards Points by a Preferred Supplier is not an endorsement by us of that Preferred Supplier, or the goods and services offered, over any other Preferred Supplier.

#### **How are Rewards Points calculated?**

18. The aggregate value of all eligible purchases in a month made using your Trade Account (and net of any credits on previous eligible purchases) is used to calculate the number of Rewards Points earned at the end of that month, with any part-reward Points rounded down.
19. We reserve the right to retrospectively adjust the balance of your Rewards Points to correct any error, whether our error or otherwise and even if it would put your Rewards Points into a negative balance.
20. If an eligible purchase from a Preferred Supplier is cancelled or refunded, then any reward Points earned on that purchase may be reversed.

#### **How can I check my reward Points balance?**

21. You can check your Rewards Points balance at any time on the Capricorn Rewards website or by contacting us.
22. We will notify you on your monthly trade account statement of the reward Points earned in the previous month and your balance of reward Points when the statement was produced.
23. You must regularly check your Rewards Points balance and notify us of any missing or incorrect Rewards Points within two months of the relevant eligible purchase. On notification, we will investigate. Our determination, including whether to adjust your Rewards Points balance, will be final and at our discretion.
24. Your Rewards Points balance may not reflect all eligible purchases made.

### **What Rewards are available?**

25. Rewards available are provided on the Capricorn Rewards website.
26. Rewards, and the number of Rewards Points required for Rewards, are subject to change without notice. Not all Rewards may be available to all Capricorn Members.
27. Rewards may be provided subject to additional terms set by the supplier of the Reward. It is your responsibility to ensure that you can receive and use the Reward under any such additional terms.
28. For any Rewards that are gift cards, they must be redeemed with the store(s) specified on the gift card under the terms on which the gift card is issued. If the gift card contains an expiry date, it cannot be used after that time. You will not be credited Rewards Points if any gift card expires or is lost or stolen.
29. What we supply regarding a Reward is not the Reward, but an agreement between you and the supplier of the Reward for the provision of the Reward.
30. You acknowledge that we may earn on our own account a margin or rebate associated with any Reward which may be included in the Rewards Points required for the Reward.

### **How can I redeem Rewards Points?**

31. You can redeem Rewards Points for Rewards through the Capricorn Rewards website.
32. You can redeem Rewards Points to make a payment on your trade account through the Capricorn Rewards website. Please contact us if you cannot access the Capricorn Rewards website.
33. Rewards Points are generally redeemed for Rewards at a rate for 100 Rewards Points per one Australian dollar (if you operate a trade account in Australia) or one New Zealand dollar (if you operate a trade account in New Zealand), but there may be some variation between Rewards. Reward Points may only be redeemed for Rewards available in the same currency in which the Rewards Points were earned.
34. You may only redeem Rewards Points for a Reward if you have sufficient Rewards Points for that Reward and any associated costs (including any delivery or insurance options selected).
35. No other person may redeem Rewards Points on your behalf unless we are satisfied that you have authorised them to do so. If you have given a third-party access to the Capricorn Rewards website that person is deemed to have been authorised by you.
36. We may, for any reason, substitute any Reward for another Reward of approximate equal monetary value and with variations in specifications, colour or other features.
37. All Rewards are subject to availability. We are not responsible if any Reward is not available for any reason.
38. A further redemption method, Rewards+, also exists and can be accessed through the Capricorn Rewards website. Under the Reward+ redemption method, you may propose to purchase with your Reward Points goods not featured on the Capricorn Rewards website. Requests can be made by completing the prescribed online form on the Capricorn Rewards website. Once the form is submitted, we will consider the request and confirm whether or not it is approved. A redemption of Reward Points through Rewards+ is not final until Capricorn Rewards has provided written confirmation that the request has been approved.
39. In submitting a Rewards+ request, you agree to any additional terms and conditions specified on the Rewards+ request form (as amended from time to time).

40. You agree that Capricorn has absolute discretion as to:
  - 40.1. whether it decides to approve a submitted Rewards+ request;
  - 40.2. what restrictions, limitations and qualifications it imposes on the availability of the Rewards+ redemption method; and
  - 40.3. the amount of Reward Points required for a submitted Rewards+ request.

#### **Where will Rewards be delivered?**

41. Where delivery of a Reward is required, it will be delivered to the postal address last confirmed through the Capricorn Rewards website or, in the case of a Rewards+ redemption, the address nominated by you.
42. We are not responsible if a Reward is not delivered to you or if there are delays or additional expenses in delivery if you fail to notify us of your correct address or any change in address.
43. Allow 28 days for delivery of Rewards (other than Reward+ Rewards). The estimated delivery time for a Rewards+ Reward may vary depending on the supplier of the goods. Delays may occur during holidays or periods of peak activity or due to your location and the location of the supplier of the Reward.
44. We are not responsible for Rewards lost, stolen or damaged.
45. Express delivery and insurance may be available for some Rewards.

#### **Can I change my mind or return a Reward?**

46. Please choose your Reward carefully, as suppliers of Rewards are not required to exchange, cancel or refund Rewards if you change your mind.
47. If a Reward does not meet requirements under Consumer Laws (eg the Reward is defective), you can contact the supplier of the Reward under their warranty information. You can also contact us, and we will work with you and the supplier to resolve the issue.
48. Notwithstanding clause 47 we make no warranties or representations, either expressed or implied, and expressly disclaims any liabilities (including for consequential damages) regarding type, quality, standard, fitness or suitability for any purpose of Rewards provided under Capricorn Rewards.

#### **Do Rewards Points expire?**

49. Your Rewards Points do not expire, subject to the continuation of Capricorn Rewards and you continuing to be a Capricorn Member.
50. We may compulsorily redeem your Rewards Points, including under clauses 50 and 51 if Capricorn Rewards is to be terminated or if there is a Default Event.

#### **What is Default Event and what are consequences?**

51. Each of the following is a Default Event under these Terms:
  - 51.1. an amount is not paid when due under your trade account or your trade account has been placed on "stop credit";
  - 51.2. your trade account has been suspended or terminated;
  - 51.3. we have reason to suspect you (or any representative or agent) is behaving or has behaved

fraudulently;

- 51.4. you have breached these Terms or the terms of your trade account;
  - 51.5. you no longer satisfy the eligibility criteria for being a Capricorn Member, including, without limitation, as set out in our constitution; or
  - 51.6. we determine, in our absolute and unfettered discretion, that you cannot continue participating in Capricorn Rewards.
52. It there is a Default Event we may:
- 52.1. suspend your participation in Capricorn Rewards;
  - 52.2. suspend or cancel any unfulfilled redemption of Rewards Points;
  - 52.3. terminate your participation in Capricorn Rewards.
53. If we terminate your participation in Capricorn Rewards and you are a Trial Member, then all Rewards Points are immediately forfeited and cancelled.
54. If we terminate your participation in Capricorn Rewards and you are not a Trial Member, then all Rewards Points will be applied as a credit against any amount owing to us. If any Rewards Points remain after all amounts owing to us have been paid in full, the value of these will be applied as a credit to your trade account.

#### **What happens if I close my trade account?**

55. If you close your trade account, your Rewards Points will be dealt with under clause 53 if you are a Trial Member or clause 54 if you are not a Trial Member.

#### **What is the value of the Rewards Points?**

56. Rewards Points have no monetary value except as assigned by us under these Terms. Rewards Points may not be transferred, sold, assigned, pooled bequeathed or inherited or otherwise dealt with except under the Terms, unless we agree otherwise.
57. Rewards Points can only be redeemed for Rewards under these Terms and cannot be converted into cash or to any other form of credit.

#### **Are there any tax consequences associated with Capricorn Rewards?**

58. Any taxation liability (including any GST that may be payable notwithstanding the provision of Rewards may not be a taxable supply for GST) or any other government charge or reporting requirement connected with your participation in Capricorn Rewards, including earning Rewards Points and receiving Rewards, is solely your responsibility. We offer no advice and accept no taxation liability in connection with Capricorn Rewards.

#### **How is liability limited?**

59. Unless prohibited by law, neither party will have any liability to the other for any direct, indirect, special, punitive, exemplary or consequential losses or damages of any kind arising out of your participation in Capricorn Rewards, including loss of profit or the like and whether or not contemplated, whether based on breach of contract, tort, product liability or otherwise and including in connection with:

- 59.1. the content, availability, or any disruption to the Capricorn Rewards website;
  - 59.2. any delay or failure by a Preferred Supplier to provide us with information on eligible purchases;
  - 59.3. any delay or failure by us to provide Rewards Points;
  - 59.4. the type, quality, standard, fitness or suitability for any purpose of any Rewards;
  - 59.5. the amendment, suspension, or termination of Capricorn Rewards;
  - 59.6. the earning, accruing and redeeming of Rewards Points;
  - 59.7. Rewards available, Rewards Points required to redeem for Rewards or receipt of any Rewards; or
  - 59.8. any decision by us to not approve a submitted Reward+ request; or
  - 59.9. any exercise of our discretion to impose qualifications or restrictions on the Reward+ redemption method.
  - 59.10. the theft, loss or damage to that Reward as part of delivery of a Reward.
60. Where liability cannot be excluded, our liability to you will in all cases be limited to:
- 60.1. the cost of re-supplying the goods or services or repairing, or paying the costs of repairing, the goods;
  - 60.2. reinstating the number of Rewards Points in dispute; or
  - 60.3. where the dispute relates to a Reward, the number of Rewards Points redeemed for the Reward.
61. Nothing in these Terms, affects any rights you may have and which by law cannot be excluded, including under Consumer Law.
62. Capricorn makes no warranty against defects (as that term is defined by schedule 2 of the *Competition and Consumer Act 2010* (Cth)) associated with the supply of services under these Terms. However, if Capricorn is taken at law to have made any such warranty, then Capricorn is taken to have provided the following statement to you:
- Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.*

**Can Capricorn Rewards or these Terms be changed or terminated?**

- 63. Subject to clauses 64 and 66 , we may at any time without notice vary these Terms. Any changes to the Terms may be made by us by updating the Terms on the Capricorn Rewards website.
- 64. Where an amendment to the Terms has the effect of diminishing the value of your Reward Points, we will provide you with 60 days' notice of the proposed change through publishing the details of the changes on the Capricorn Rewards website.
- 65. Any variation to the Terms does not affect a Reward where the redemption for the Reward was made before the effective date of the variation.
- 66. We give no warranty as to the continuing availability of Capricorn Rewards. We may terminate Capricorn Rewards by providing you with 60 days' notice through publishing the notification on the Capricorn Rewards website. If we terminate Capricorn Rewards, we may apply clauses 53 and 54 in

concluding your participation.

### How will my personal information be handled?

67. Our privacy policy describes how we will collect, use and disclose your personal information provided by you in the course of your participation in the Capricorn Rewards program. A copy of our privacy policy is available on the Capricorn Rewards website or on request. By agreeing to these Terms you authorise us and any third party involved in the provision of Capricorn Rewards to collect, use and disclose your personal information for the purposes of your participation in Capricorn Rewards, the marketing, planning, development and administration of Capricorn Rewards and otherwise as otherwise set out in the privacy policy. If you do not agree with any part of this clause or our Privacy Policy, you should not provide us with your personal information. If you choose not to provide us with your personal information, we will be unable to facilitate your participation in the Capricorn Rewards program.
68. You can contact us to access personal information about you that is held by us or any third party involved in the provision of Capricorn Rewards or to advise us if your personal information is inaccurate, incomplete or out-of- date.

### General

69. These Terms apply on and from the later of publication on the Capricorn Rewards website or the effective date stated on these Terms.
70. In the event of any inconsistency between these Terms and any other information provided regarding Capricorn Rewards, these Terms shall have precedence.
71. These Terms shall be governed under the laws of Western Australia, Australia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia.
72. A failure by us to enforce a term or condition does not constitute a waiver of that term or condition.
73. We may assign any of our rights under these Terms or Capricorn Rewards.
74. Your rights under these Terms are personal to you and may not be assigned without our written consent, which may be withheld in our absolute and unfettered discretion.

### Definitions and Interpretation

75. In these Terms these words have the meanings set out below, unless the context requires otherwise:

**Bonus Rewards Points** means Rewards Points issued by either a Preferred Supplier or us in connection with a special promotion or limited offer, namely:

- **Capricorn Bonus Points** means bonus Points offered by Capricorn in connection with a special promotion or limited offer.
- **Preferred Supplier Bonus Points** means bonus Points offered by Preferred Suppliers in connection with a special promotion or limited offer.

**Capricorn Member** means a person we provide a trade account to but excluding any of our staff.

**Capricorn Rewards** means the loyalty program of the same name operated by or on behalf of us under which you may be eligible to earn Rewards Points and redeem them for Rewards under these terms.

**Capricorn Rewards Points** means Rewards Points issued by us on eligible purchase of goods or services using your Capricorn Trade Account.

**Capricorn Trade Account** means the credit account provided by us to you permitting you to

purchase goods and services from Preferred Suppliers.

**Consumer Law** means rights under the Australian Competition and Consumer Act 2010 or New Zealand Consumer Guarantees Act 1993 if they apply to your participation in Capricorn Rewards

**Default Event** has the meaning given to it in clause 51.

**Preferred Supplier** means a supplier of goods and services with whom we have an agreement with permitting Capricorn Members to make purchases using their Trade Account.

**Rewards** means the reward offers available on the Capricorn Rewards website and Reward+ Rewards.

**Rewards+** means the Rewards Points redemption method where you may propose potential rewards to purchase with your Reward Points for Capricorn's approval.

**Reward+ Reward** means a reward proposed in a Rewards+ request that has been approved by Capricorn.

**Rewards Points** means Capricorn Rewards Points or Bonus Rewards Points issued as part of Capricorn Rewards.

**Terms** means these terms and conditions, as may be amend from time-to-time.

**Trial Member** means any Capricorn Member we have designated as such, including due to: (i) not holding our shares; or (ii) not having successfully completing any trial period connected with their trade account.

**We, us or our** means Capricorn Society Limited ACN 008 347 313.

76. In these Terms:

- 76.1. the singular includes the plural and vice versa;
- 76.2. a reference to anything includes the whole and each part of it;
- 76.3. a reference to a document includes any variation or replacement of it;
- 76.4. a reference to a person includes their permitted successors, personal representatives and assigns;
- 76.5. a reference to legislation or to a provision of legislation includes a modification or re- enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- 76.6. mentioning anything after "includes", "including", "for example", or similar expressions, does not limit what else might be included;
- 76.7. an obligation, representation or warranty in favour of two or more persons or parties is for their benefit jointly and severally and an obligation, representation or warranty by two or more persons binds them jointly and severally;
- 76.8. words which denote any gender also denote the other gender;
- 76.9. words which denote individuals also denote corporations and vice versa;
- 76.10. headings in these Terms are used for convenience only and shall not be considered in or otherwise affect the interpretation of these Terms;
- 76.11. a provision of these Terms must not be construed to the disadvantage of the party that prepared it; and
- 76.12. where a word or phrase is defined or given meaning, any other part of speech or grammatical form has a corresponding meaning.