

"The Capricornian Ltd Central Highlands Colouring Competition" promotion

1. Information on how to enter and the giveaway prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Central Highland residents aged 12 years or under. Competition commences Monday, 15 September 2025.
3. Employees and immediate family of the Promoter and agencies associated with this promotion are ineligible to enter.
4. Entries into the colouring competition open at 9:00AM AEST on 15/09/2025 and close at 11:59PM AEST on 06/10/2025.
5. To enter, individuals must undertake the following steps during the Promotional Period:
 - Download or collect the official colouring sheet from your nearest The Capricornian Ltd (The Capricornian) branch in the Central Highlands (Emerald, Capella, or Springsure).
 - 115 Egerton Street, Emerald, QLD 4720
 - Located in the Council Office – 4 Conran Street, Capella, QLD 4723
 - Located in the Council Office - 29 Eclipse Street, Springsure, QLD 4722
 - Return completed entries in person to your local branch OR scan and email to marketing@capricornian.com.au
 - Consent to being contacted by The Capricornian Ltd for marketing purposes; and
 - Submit the fully completed entry form during the Promotional Period.
 - Ensure the entrant's name, age, parent/guardian contact number, and postcode are clearly marked on the front of page or in the email.
6. Participants can enter one colouring page over the promotional period.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

10. Judging will take place at The Capricornian, 157 East Street, Rockhampton, Queensland, 4700 at 9:00am AEST on 07/10/2025 commencement of promotional period; inclusive only of the entries submitted. Entries will be judged on creativity and effort.

- Winners will be chosen in the following age categories:
 - Ages 4 and under
 - Ages 5-8
 - Ages 9-12

The Promoter may select additional reserve entries and record them in order in case an invalid entry or ineligible entrant is selected. The winner will be notified by phone and published to The Capricornian website (T's and C's URL). Prizes will be available for collection at The Capricornian Central Highland Branches.

11. The Promoter's decision is final, and no correspondence will be entered into.

12. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.

13. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

14. Total prize pool value is \$300 and to the discretion of The Capricornian Ltd Management. The prize is not transferable or exchangeable and cannot be taken as cash.

15. Another draw for the prize, if unclaimed, may take place on 14/10/2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if one is required, will be notified by email and phone.

16. Entrants consent to the Promoter using their name, likeness, image, voice and submitted artwork in the event they are a winner (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), and promoting any products manufactured, distributed and/or supplied by the Promoter.

17. 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; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

18. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in Queensland ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all

liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the Event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.

20. As a condition of accepting the prize, the winner must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

21. The Promoter collects Personal Information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI 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 providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.capricornian.com.au/privacy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, 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 PI, 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. The Promoter may disclose PI outside of Australia, please refer to the Privacy Policy for more details.

22. The Promoter is The Capricornian Ltd (ABN 54 087 650 940) (Australian Financial Services License / Australian Credit License 246780) of 157 East Street, Rockhampton, QLD, 4700.