

Terms and Conditions – 2019 Incitec Pivot Fertilisers Spring Pasture Promotion (NSW permit number “LTPS/19/36351”)

1. The promoter is Incitec Pivot Limited (ABN 42 004 080 264) of Level 8, 28 Freshwater Place, Southbank, VIC 3006 (“Promoter”). Telephone +61 3 8695 4400.
2. The promotion is the 2019 Incitec Pivot Fertilisers Spring Pasture Promotion (“Promotion”).
3. Information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions.
4. If there is any inconsistency between these Terms and Conditions and anything else that refers to this Promotion, these Terms and Conditions will prevail.

Who can enter

5. Entry into the Promotion is open to persons and businesses who meet the following criteria: (a) are a person who is aged 18 years or over, or are businesses operating in Australia; (b) that own or manage a livestock or hay-growing business; and (c) agree to subscribe to the Promoter’s contact list for agronomy insights, communications and offers (collectively “Participants”).
6. Employees, business directors and managers (and their immediate families) of the Promoter, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole, and the prize will be redrawn.

When to enter

8. The Promotion commences at 12:00am AEST on 1/08/2019 and ends at 11:59pm AEST on 30/11/2019 (“Promotional Period”). Entries must be received by the Promoter prior to the Promotion close date and time.
9. The time of entry will in each case be the time the entry email is received by the Promoter, not at the time of transmission by the entrant.
10. The Promoter accepts no responsibility for any late, lost or misdirected entries including email messages not received by the Promoter or delays in the delivery of the email message due to technical disruptions, network congestion or for any other reason.

How to enter

11. Entrants must purchase one of the participating Incitec Pivot Fertilisers products during the Promotional Period and submit a clearly legible image, photograph or scan of their receipt for the

product via email to SpringPasture@incitecpivot.com.au during the Promotional Period. Within that email, the Entrant must also provide his/her full name, business name, postal address, post code, telephone number and e-mail address to enter the Promotion.

12. The Promoter reserves the right, in its sole discretion, to determine whether the receipt is clearly legible. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
13. The participating Incitec Pivot Fertilisers products are:
 1. Green Urea NV;
 2. Easy N;
 3. Any product from the Promoter's Boosta range;
 4. Any product from the Promoter's GreenBoosta range;
 5. Any product from the Promoter's Cal-Gran range;
 6. Any product from the Promoter's Greentop range;
 7. A custom urea blend that is despatched as a finished blend from an Incitec Pivot Fertiliser's Distribution Centre.
14. If all terms and conditions are met, the Entrant will receive 1 entry to the Promotion for every 1 metric tonne purchased of participating products. For example, if an entrant purchases 20 metric tonnes of Green Urea NV, and enters the Promotion, the entrant will receive 20 entries to the Promotion.
15. If an Entrant has purchased at least one soil test from Nutrient Advantage (<https://www.nutrientadvantage.com.au>) between 12:00am AEST on 1/12/2018 and at 11:59pm AEST on 30/11/2019, and submits their receipt for the soil test to SpringPasture@incitecpivot.com.au between 12:00am AEST on 1/08/2018 and at 11:59pm AEST on 30/11/2019, the Entrant will receive double entries to the Promotion. For example, if an entrant purchases 20 metric tonnes of Green Urea NV and has purchased at least one soil test from Nutrient Advantage, and enters the Promotion, the entrant will receive 40 entries to the Promotion.
16. As a condition of entering, you must agree to receive the Promoter's free newsletter as well as telephone and mail correspondence from the Promoter.
17. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

Number of Entries permitted

18. Entrants may enter the Promotion multiple times.

Draw and Notification of winner

19. The winner will be drawn, from valid entries submitted in accordance with these terms and conditions, by random selection by the Promoter at 10am on 12/12/2019 at Incitec Pivot Limited of Level 8, 28 Freshwater Place, Southbank, VIC 3006.
20. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Promotion result or any other decisions the Promoter makes in connection with the Promotion.

21. The winner/s will be notified by telephone or email within three days of the draw. In addition, the winner/s name will be published on the GroundRules.com.au website for a minimum of 28 days.
22. Prizes will be awarded to the person named in the entry.
23. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
24. Subject to State Regulation, an unclaimed prize draw will take place at Incitec Pivot Limited of Level 8, 28 Freshwater Place, Southbank, VIC 3006 on at 10am on 19/12/2019. The winner/s of the unclaimed prize draw will be notified by telephone or email within three days of that draw.

Prize on offer

25. Individual prize value is up to \$3,000 (including GST). Total prize pool value is up to \$4,062.50 (including GST) as at 13/07/2019.
26. 1 winner will receive: a \$3,000 (including GST) gift card for Flight Centre (www.flightcentre.com.au).
27. 5 winners will receive: a complimentary pasture soil test from Nutrient Advantage (<https://www.nutrientadvantage.com.au>) (valued at up to \$112.50 inc GST).
28. 5 winners will receive: a complimentary pasture fertiliser sample kit (valued at \$100 inc GST).
29. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
30. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
31. Prizes cannot be transferred, exchanged or redeemed for cash.
32. The Flight Centre gift card and soil test voucher will be fulfilled electronically by the Promoter. The pasture fertiliser sample kit will be sent to the winner via registered mail within 1 month of the conclusion of the Promotional Period.
33. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
34. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any personal injury, any loss or damage (including but not limited to loss of opportunity and loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where such liability may arise out of the following:
 - 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 participant gift that is late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- d) any variation in gift value to that stated in these Terms and Conditions

35. The winner acknowledges and accepts that activities that form part of the prize may be inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any “acts of god”, such as adverse weather conditions or industrial action or civil commotion that may take place. The winner must make his or her own enquiries about local issues and conditions at destinations prior to travel.
36. The winner/s (and their companion/s) is/are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

Further Terms and Conditions

37. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this Promotion if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of the Promotion. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this Promotion.
38. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
39. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier’s requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
40. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by Promotion entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
41. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

Copyright, Statutory guarantees, Waiver and liability

42. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner’s submission, image and/or voice, as recorded, photographed or filmed during the winner’s

participation in the prize to appear in connection with the Promoter's advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

43. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
44. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
45. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this Promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions, but no further use of this information will be made without prior consent.
46. All entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes without notice and without any fee being paid. By entering, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.