



Incitec Pivot Fertilisers
Level 8, 28 Freshwater Place
Southbank VIC 3006
Australia

**Terms and Conditions – 2020 Incitec Pivot Fertilisers Spring Pasture Promotion
(NSW TP/00154 SA permit T20/179)**

1. The promoter is Incitec Fertilisers Pty Ltd (IPF) (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 2020 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 Pasture Crop operation in South Australia, New South Wales, Tasmania and/or Victoria; (c) agree to subscribe to the Promoter’s contact list for Ground Rules, agronomy insights, communications and offers (collectively “Participants”); (d) have purchased any eligible IPF pasture product and/or Nutrient Advantage service (outlined in section 13) between 01/08/2020 and 30/11/2020 from their nominated IPF dealer.
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 01/08/2020 and ends at 11:59pm AEST on 07/12/2020 (“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.



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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 receive delivery of one of the eligible IPF products and/or Nutrient Advantage services during the Promotional Period and complete the submission form provided via <https://groundrules.com.au/>. This information, including relevant IPF dealer, business name and contact details, will be used to contact entrants to determine proof of purchase.
12. The Promoter reserves the right, in its sole discretion, to investigate proof of purchase of eligible products. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
13. The eligible IPF products and Nutrient Advantage services are:
- A. Pasture Boosta
 - B. Fodder Boosta
 - C. Hay Boosta
 - D. Green Urea
 - E. CalGran After-Graze
 - F. Easy N
 - G. IPF Trace elements (coated or in blends)
 - H. IPF Custom blends - a blend containing the above that is despatched as a finished blend from an Incitec Pivot Fertiliser's Distribution Centre
 - I. Nutrient Advantage pasture soil tests
 - J. Nutrient Advantage pasture tissue tests
14. If all Terms and Conditions are met, the Entrant will receive one entry per person for the duration of the promotion.
15. 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.
16. 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.



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Draw and Notification of winner

17. The winners will be drawn from valid entries submitted in accordance with these Terms and Conditions, by random selection by the Promoter at 10am on 09/12/2020 at Incitec Pivot Limited of Level 8, 28 Freshwater Place, Southbank, VIC 3006.
18. 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.
19. The winner/s will be notified by telephone and email within seven days of the draw. In addition, the winner/s name will be supplied to the IPF dealer where the product was purchased, and published on 21/12/2020 on <https://groundrules.com.au/>.
20. Prizes will be awarded to the person named in the entry.
21. 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.
22. 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 28/12/2020. The winner/s of the unclaimed prize draw will be notified by telephone and email within two days of that draw, and published on 11/01/2021 on <https://groundrules.com.au/>.

Prize on offer

23. 1 (one) x major prize and 20 (twenty) minor winners
24. Major Prize valued up to \$20,000 (including GST). Minor Prizes valued at \$200 (including GST) each. Total prize pool value is up to \$24,000 (including GST) as at 22/07/2020.
25. The Major Prize consist of:
 1. An amount equivalent to the value of purchases of eligible products made by the winner during the period 1 August 2020 to 30 November 2020, up to \$20,000 (including GST) to put towards IPF product in form of IPF dealer credit at retail price charged for valid IPF products and/or Nutrient Advantage services, including any freight and dealer costs up the combined cost of \$20,000
26. The Minor Prize/s consist of:
 1. 10 x Nutrient Advantage Soil and/or Tissue tests including an agronomic recommendation up to the value of \$250 (including GST) facilitated through an IPF dealer and/or representative
 2. 10 x IPF pasture fertiliser sample packs valued at \$150.
27. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.



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28. The prize delivery must be arranged before 11/01/2021 (“prize expiry time”). Any extensions or delays to despatch must be approved by the Promoter in writing.
29. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
30. Prizes cannot be transferred, exchanged or redeemed for cash.
31. 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.
32. 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
33. The winner/s (and their companion/s) is/are responsible for all other expenses, including flights.

Further Terms and Conditions

34. 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 not complied with the entry process or any other aspect of this Promotion.
35. 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.
36. 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



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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.

37. 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

38. 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.
39. 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.
40. 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.
41. 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.
42. 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



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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.

Incitec Pivot Fertilisers

1800 009 832

ipf.customer.service@incitecpivot.com.au

(Subject: Please remove my details from your database for marketing purposes)

43. All entry details will be handled in accordance with IPL's privacy policy, available below:
<https://www.incitecpivot.com.au/privacy>
NSW permit TP/00154
SA permit T20/179