



## **Emerald Grain Grower Survey**

### **Win a Pallet of Round Up or Paspaley Pearls – Terms and Conditions of Entry**

Licence Type: Lottery-Trade Promotion-Single Promotion

Licence Number (NSW Permit Number): LTPS/15/00462

#### **General**

1. Information on how to enter the Win a Pallet of Round Up or Paspaley Pearls Competition and prizes form part of the Terms and Conditions of Entry. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

#### **Who can enter:**

3. Subject to clause 4, entry is open to all residents of Australia above the age of 18, as of the date of entry, who have fulfilled the requirements set out below.
4. Employees, and their immediate family members, of the Promoter, Emerald Grain Pty Ltd, and associated agencies and companies are not eligible to enter this competition. Immediate family members means any of the following: spouse, ex-spouse, defacto 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 1st cousin. The Promoter is Emerald Grain Pty Ltd (ABN 82 109 203 054) of L4, 600 Victoria St, Richmond, Victoria, 3121, Australia.

#### **How to enter**

5. Entrants may enter the competition by completing the Emerald Grain grower survey during the Promotional Period.
6. To make an Eligible entry, entrants must finish and submit the online grower survey emailed to them by Emerald Grain.
7. Only past or current customers of Emerald Grain or its affiliated brands or joint ventures are permitted to enter the competition.

#### **Number of Entries permitted**

8. The number of entries into the competition will be limited to one per person. No competition entries apply or are attributable to children.

#### **Open, Close, Draw and Publish dates**



9. The competition commences Monday, 2 February 2015 at 9:00AM AEDST and closes Monday, 16 February, 2015 at 5.00PM AEDST. Entries must be received by the Promoter during the Promotional Period

10. The one (1) winner will be the first valid entry computerised randomly drawn at the premises of Chase Consulting Group Pty Ltd at 55 Chase Road, North Warrandyte, VIC 3113 on 20 February 2015 at 10:00AM AEST. The Promoter will ensure that all entries have an equal chance of winning the prize.

11. The winner will be notified by email within two business days of the draw and the name of the winner will be published on the Emerald Grain website.

12. The prizes will be sent within 28 days of the draw or as otherwise agreed.

13. The Promoter may conduct such further draws on 14 March 2015 at the same time and place as the original draw in order to distribute any prize unclaimed by this date, subject to State and Territory legislation. The winner of any unclaimed prize draw will be notified by email within two business days of the draw and the name of the winner will be published on the Emerald Grain website.

#### **Prize on offer**

14. Total prize value is up to \$4,500 (including GST), as at 22/01/2015

There is a choice of two prizes on offer for one winner.

The prizes on offer are:

Number of winners	Full Details	RRP
One [1]	One [1] pallet of Glyphosate	\$4,500

#### **OR**

Number of winners	Full Details	RRP
One [1]	Paspaley pearl necklace	Up to \$4,500

15. The prize will be fulfilled by Emerald Grain (ABN 82 109 203 054) of L4, 600 Victoria St, Richmond, Victoria, 3121, Australia

16. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

17. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners.

#### **Further Terms and Conditions**

18. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated.



If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

19. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

20. 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. Cash will not necessarily be awarded as a substitute.

21. 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.

22. The Promoter highly recommends a current residential address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.

23. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age 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 no substitute will be offered.

24. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.

25. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

**Copyright, Statutory guarantees, Waiver and liability**



26. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.

27. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

28. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

30. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("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.

31. 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) any tax liability incurred by a winner or Entrant; or (f) use of a prize. The Promoter (including its officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.