

Emerald Grain Grower Survey

Growers located in New South Wales and Victoria enter to have a chance to win either X 2 \$500 cash donations to a community group of the winners choice or an Emerald Branded 60L Ice Box (1st and 2nd Prize in total for NSW & VIC).

Terms and Conditions of Entry

General

1. The Promoter is Emerald Grain Pty Ltd (ABN 82 109 203 054) of L2, 600 Victoria St, Richmond, Victoria, 3121, Australia. (**Promoter**).
2. Information on how to enter to win X 2 \$500 cash donations to a community group of the winners choice or an Emerald Branded 60L Ice Box Competition form part of the Terms and Conditions of Entry (**Competition**). Entry into this Competition deems acceptance of these Terms and Conditions.
3. 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:

4. Subject to clause 5, entry is open to all residents of New South Wales and Victoria above the age of 18, as of the date of entry, who have fulfilled the requirements set out below.
5. Employees, and their immediate family members, of the Promoter and associated agencies and companies are not eligible to enter this Competition. Immediate family members mean 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.

How to enter

6. Entrants may enter the Competition by submitting:
(a) a grower survey response online;

during the Promotional Period (see clause 9).

Entrants must include contact details where indicated to be considered a valid entry.

Number of Entries permitted

7. 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

8. The Competition commences Tuesday, 29th December 2020 at 9:00AM AEST and closes Sunday 31st January 2021 at 5.00 pm AEST (**Promotional Period**).

9. Entries must be received by the Promoter during the Promotional Period.
10. The winner will be the first valid entry computerised randomly drawn at the premises of the Promoter, Level 2, 600 Victoria St, Richmond, Victoria, 3121 **at 2.00pm on Friday 5th February 2021 AEST**
11. The Promoter will ensure that all entries have an equal chance of winning the prize.
12. The winner will be notified by in writing via email within two business days of the draw and the name of the winner will be published on the Promoter's website.
13. The prizes will be sent within 28 days of the draw or as otherwise agreed.
14. The Promoter may conduct such further draw on Monday 8th February at the same time and place as the original draw in order to distribute any prize unclaimed by this date, subject to the relevant VIC or NSW State legislation (as applicable). 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 Promoter's website.

Prize on offer

15. Total prize value is A\$1200 (including GST), as at 21st December 2020.
16. Total number of winner will be three (3).
17. The prizes on offer are:
 - (a) Emerald Branded 60L Icebox
 - OR
 - (b) X 2 \$500 cash donations to a community group of the winners choice.
18. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner. Cash will not be awarded in lieu of the prize.
19. Unless expressly stated in these Terms and Conditions all other expenses are the responsibilities of the winner.

Further Terms and Conditions

20. 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.
21. 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.

22. If the prize is unavailable, due to circumstances outside of the Promoter's control, the Promoter reserves the right to substitute the prize for a prize of equal or greater value and you agree to this substitution, subject to the relevant VIC or NSW State legislation (as applicable). Cash will not necessarily be awarded as a substitute.
23. 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.
24. The Promoter requests that 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. 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.
25. The Promoter reserves the right to request the winner 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.
26. 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.
27. The Promoter's decision in relation to any aspect of the Competition is subject to the relevant VIC or NSW State legislation (as applicable) but also final and binding on each person who enters. No correspondence will be entered into. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash.

Copyright, Statutory guarantees, Waiver and liability

28. In participating in the Competition, the winner agrees 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 winner (and their companions) agrees 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 winner (and their companions) will not be entitled to any fee for such use.
29. Prize-winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
30. The Promoter (subject to the relevant VIC or NSW State legislation, as applicable) 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.

31. Any cost associated with accessing the promotional website is the Entrant's responsibility and is dependent on the Internet service provider used.
32. 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.
33. 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.
34. 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.
35. The information You provide will be used by the Promoter for the purpose of conducting this Competition and the further purposes stated in this terms and conditions. The Promoter may collect Your personal information (including through its contractors or agents) or disclose Your personal information to its contractors and agents to assist in conducting this Competition or communicating with You.
36. By entering this Competition, You consent to the storage of Your personal information on the Promoter's database and the Promoter may use this information to:
 - (a) make sure that it has the best pricing possible for the growers' segregations at harvest. If the grower is near an "Emerald Grain Storage Site", the Promoter will use the information to ensure that it has the right segregations available.
 - (b) provide the Promoter with a greater understanding of Your farm business so that it can better customise its services to suit the Your annual production.
 - (c) generate internal crop forecasts for this season to assist with its domestic and internal sales and tailor pricing to meet Your needs..

37. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. You can request access to the personal information the Promoter holds about You by contacting the Promoter at the address stated in the General section of these conditions. The Promoter's Privacy Policy, located at <http://emeraldgrain.com/home/sitemap/privacy-policy/> contains information about:
- (a) how You can seek access to the personal information the Promoter holds about You and seek the correction of such information;
 - (b) how you can complain about a privacy breach and how the Promoter will deal with such a complaint; and
 - (c) whether the personal information the Promoter holds about You will be provided to overseas companies, and if so, in which countries those companies are located.

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