

# Terms and Conditions for Competitions and Giveaways

## Full Terms and Conditions

### Agspec South Australia Competitions Giveaways!

#### General

1. The Promoter is Agspec Australia Pty. Ltd. (ABN 40 109 753 953) of 1 Krummel St., Mt Gambier, SA, 5290, Ph : 08 87255683
2. Information on how to enter and prizes form part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

#### Who can enter

4. Entry is open to all South Australian commercial farmers or growers over the age of 18 except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes 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 first cousin.
5. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
6. 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 validity or proof of registration ownership in order 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 no substitute will be offered.

#### When to enter

7. Competitions commence on July 24th, 2020 and run when advertised through until Aug 14th at Friday Midday 12pm 2020. Entries must be received by the Promoter prior to the competition close date of Aug 14th at Friday Midday 12pm.
8. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

#### How to enter

10. Entrants may enter the competition by following @AgspecAus and retweeting the pinned competition entry tweet at the Agspec twitter profile @AgspecAus.

11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, "entry content" includes any content (including text) that entrants submit in connection with their entry into the Promotion.

12. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.

13. 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. This includes, but not limited, to entrants and households using multiple email or twitter addresses.

### **Number of Entries permitted**

14. Only one entry per entrant will be permitted in each individual competition draw.

### **Draw and Notification of winner**

15. The winner of each individual competition will be the first valid entry drawn in accordance with these Terms and Conditions that is drawn by Agspec Australia representative by random barrel or random electronic draw.

16. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

17. The winner will be notified by a Direct Message on Twitter from @AgspecAus and digital contact. A name, phone or email is required within 7 days in a reply Direct Message from the winner of the draw being made, or AgspecAus will require to select another winner if contact within this timeframe cannot be made.

18. The prize will be awarded to the person named in the entry. However, in a dispute, or if no response from the winner is received within 7 days of notification, Agsepc Australia reserves the right to select another winner.

9. 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.

### **Prize on offer**

20. Total individual prizes are 1 x 20 Kg BlueSpear Filler. Winners will receive the specific prize they have entered for arranged delivery and cost of delivery to be at Agspec Australia cost.

21. Entrants need to enter each individual competition as they are advertised. Entry into one specific competition does not entitle the entrant to be automatically entered into every competition advertised.

22. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

23. The prize cannot be transferred, exchanged or redeemed for cash.
24. 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.
25. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
26. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the Promoter.
27. The prize must be taken and accepted before any advertised date in the case of an actual event, festival or accommodation prize. The prize cannot be changed once the event date has expired. In the instance 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.
28. Any travel companion under 18 years of age must be accompanied by their parent or legal guardian at all times.
29. The winner acknowledges and accepts that activities that may form part of the prize could be or are 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 the destination prior to travel.

### **Further Terms and Conditions**

31. Subject to complying with all relevant State and Territory legislation, the Promoter 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 the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
32. 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.
33. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

34. If an entrant uses any form of software or third party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant wins a prize, the entrant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine whether an entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents the Promoter requires upon request.

35. 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.

36. 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**

37. 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 Agspec Australia or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

38. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

30. 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 the prize 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 competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition 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 become the property of The Promoter. All entries will be entered into a database and The Promoter may use the entrant's names and email address for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By entering this competition, 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.

43. The Promoter collects information about you, including for example your name and email address which you provide when entering the competition. We collect and use that information to provide you with our goods and services and to promote and improve our goods and services. We may share your information with our related companies and any of us may be in contact for those purposes. We may also use your information as described when we collect information from you. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your information to our related companies, service and content providers. Where you have entered a competition, we may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. To request access to, or to update, personal information the Promoter holds about you, entrants can contact the office of the Promoter on 08 87255683