

Nutrien Ag Solutions / BASF Christmas Catalogue Sharpen Herbicide Incentive Promotion

Terms and conditions

Schedule

Promoter:

Collectively Nutrien Ag Solutions Limited (ABN 73 008 743 217) of Level 10 737 Bourke Street, Docklands, VIC 3008 and BASF Australia Ltd ACN 008 437 867 of Level 12, 28 Freshwater Place, 3006 Melbourne, Australia.

Eligibility:

This Promotion is open to the all customers of Nutrien Ag Solutions Limited ACN 008 743 217 and its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)) who complete the Entry Procedure (each an **Eligible Entrant**).

20 Eligible Entrants who enter this competition and meet the Judging Criteria will receive a Prize.

Promotion Period:

Starts: 12.01am AEST, 15 September 2020

Ends: 11.59pm AEST, 31 October 2020

Verification Requirements:

The winning entrant will need to provide proof of identification (e.g. Australian drivers licence, Passport etc) prior to claiming the prize.

Entry Procedure:

To enter Eligible Entrants must:

1. visit NutrienWin.com.au;
2. fill in the online registration form; and
3. provide an answer to the following question:

Q1: Whether you use Sharpen as a burndown in pulses or to reduce seed set in cereal, tell us how Sharpen helps you look your best at harvest (200 words or less).

Maximum Number of Entries

There is one entry per Eligible Entrant.

Judging Criteria

This is a game of skill. Chance plays no part in the determination of the winner. Each entry will be individually judged by the Promoter according to its merits on the basis of originality and creativity as determined by the Promoter in their sole discretion. The Promoter's decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.

Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening,

objectionable with respect to race, religion, origin or gender, not suitable for children under 15 or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Judging Details

Entries will be judged during the following period: 1st November 2020 – 7th November 2020. Entries will be judged by BASF representative.

Prize Details

Prize: Bose SoundLink Revolve Speaker

Value of each Prize is \$299 incl. GST

Number of prizes to be won: 20

Delivery: Prizes will be sent to winners directly by BASF to the address specified on the online entry form

Total Prize Pool

\$5,980 (incl. GST)

Notification of Winners

Winners will be notified via a phone call or email by BASF. Winners' details may also be published on the Promoter's Facebook pages.

Publication Details

The winning customers' names will be published on the NutrienWin website and the Promoter's Facebook pages.

Prize Claim Date and Unclaimed Prize Arrangements

If the Prize is not claimed by 31 November 2020 or the entry is deemed invalid, the next best entry, as determined by the judge(s) shall be awarded the prize.

New winners will be notified as per 'Notification of Winners' above, one week after the announcement of the previous winners if they haven't claimed their prize per the deadline above (one week deadline). The same process will be followed if new winners don't claim their prize.

Trade Promotion: Game of Skill

Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Eligibility

3. Entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any).
4. Entry is open to any person 18 years and over.
5. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

Entry

6. The Promotion will be conducted during the Promotion Period.
7. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
8. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted. Once submitted, entries, may not be altered or deleted.
9. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).
10. Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

Entry Content

11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry.
12. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
13. By submitting an entry to the Promotion, each entrant agrees to assign all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public and communicate the content to the public. It may also allow third parties to do these things.

Determining and notifying winners

14. The prize will be awarded to a valid entry or entries in accordance with the Judging Criteria.
15. Winners will be notified as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of winners on their website(s)

and in trade publications. The Promoter agrees not to publish the full address of any entrant on any of the above publications.

Prizes

16. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.

Claiming prizes

17. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
18. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Arrangements.

General

19. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alternation, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
20. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid and prohibit further participation by an entrant in this Promotion, if the entrant:
 - a. Fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b. Tampers with or benefits from tampering with the entry process or the operation of the Promotion;
 - c. Submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
 - d. Acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
 - e. Engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the promotion or where entrants use multiple names or addresses to register multiple entries.
21. Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).
22. All entries will be the property of the Promoter and will not be returned.
23. Prizes are not transferrable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation. The value of each prize is accurate at the commencement of this Promotion. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
24. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.

25. If for any reason any aspect of this Promotion does not or is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.
26. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
27. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
28. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting 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).
29. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
30. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
31. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion and may also be used for the purposes specified in the Promoter's privacy policy. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities in the Relevant States, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website NutrienAgSolutions.com.au.

The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. The information provided by entrants is to the Promoter and not to Facebook.