

NSW ACT
Pastoral Ag Polaris Promotion 2021

1. The promoter is the Hunter River Company Pty Ltd (ACN 133 798 615) (**Promoter**) of 74 – 76 Drummond Road, Shepparton, Victoria, 3630.
2. The Promoter's Pastoral Ag Polaris Promotion (**Promotion**) commences at 9:00am AEST on Monday, 1 February 2021 and closes at 6:00pm AEST on Sunday, 30 May 2021 (**Promotion Period**).
3. To be eligible to enter the Promotion, a participant must:
 - 3.1. reside in the state of New South Wales and the Australian Capital Territory (ACT);
 - 3.2. be 18 years or over;
 - 3.3. during the Promotion Period, purchase \$100 (exclusive of GST) of Product (*as defined in clause 4 below*) from a Participating Retailer (*as defined in clause 5 below*); and
 - 3.4. accept and comply with these Terms and Conditions.
4. Product means: Pastoral Ag or Promoter branded animal health products including: Pastoral Ag Cyrolab Liquid Blowfly Treatment for Sheep, Cyrolab Spray-On Blowfly Treatment for Sheep, Deltafix Pour-On for Cattle, Doramectin Pour-On Endectocide for Cattle, Doralab Injection for Cattle and Pigs, Eprinolab Pour-On for Cattle, Iverlab Pour-On for Cattle, Iverlab Blowfly and Lice Jetting Fluid for Sheep, Iverlab LV Pour-On for Cattle, Imidalab Pour-On, Moxilab Oral Drench with Selenium for Sheep, Moxilab Pour-On for Cattle and Red Deer, Strikelab Spray-On Sheep Blowfly Treatment, Tickgard Pour-On for Cattle, Tickgard Duo Pour-On for Cattle. Hunter River Company Abatech Ultra Pour-On, Doramax Pour-On Endectocide, Doramax Injectable Endectocide, Exiguard Buffalo Fly Insecticide, Moxistar Cattle Pour-On, Pole-Axe Sheep Drench, Sureshot Gold Pour-On Cattle Wormer, Starmec Ivermectin Injection for Cattle.
5. Participating Retailer means: any Elders Rural Services Australia Limited (ABN 72 004 045 121) (**Elders**) branch situated in the state of New South Wales.
6. The Promotion entry process:
 - 6.1. every \$100 (exclusive of GST) spent will be given one (1) entry into the draw.
 - 6.2. for purchases made on a trading account with the Participating Retailer, entries will be automatic.
 - 6.3. for purchases made in cash, they must be via single transaction, and participants must manually enter the Promotion via for the form available on www.pastoralag.com.au.
7. The prize will be a Polaris Ranger 570 with accessories package which has a retail value of \$25,824 (**Prize**). The Prize is non-transferrable, nor redeemable for cash.
8. Promotion draw process:
 - 8.1. The winner will be determined by a random draw conducted by a representative of the Promoter at 205 Calarco Drive, Derrimut, Victoria, 3030 at 12pm on Tuesday, 1 June 2021;
 - 8.2. The winner will be notified by telephone and email within 7 days of the draw; and
 - 8.3. If the Promoter is unable to contact the winner by 1 August 2021, then a redraw will be conducted on 2 August, 2021 at 12pm, in the same manner, at the same location and from the same pool of eligible participants as the first draw.
9. Details of the winner will be published on the following platforms:

- 9.1. <https://pastoralag.com.au>;
 - 9.2. the Participating Retailer's Facebook page: <https://www.facebook.com/EldersRuralServices/>;
and
 - 9.3. in a newspaper circulating throughout New South Wales and the Australian Capital Territory.
10. The winner must participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. The winner authorises The Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
11. The Promoter reserves the right to:
- 11.1. confirm all entries to the Promotion are valid;
 - 11.2. seek further clarification from participants in relation to their entry/ies and compliance with these Terms and Conditions;
 - 11.3. disqualify any participant who:
 - a. tampers with or benefits from any tampering with the entry process or with the operation of the Promotion;
 - b. acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing The Promoter, the Participating Retailer and or their respective officers, directors, employees, agents or contractors; or
 - c. contravenes these Terms and Conditions.
12. The Promoter's decisions in relation to the Promotion, including the eligibility of transactions to participate in this Promotion and the drawing process are final and the Promoter is not obliged to correspond with any participant in relation to these matters.
13. The Promoter, the Participating Retailer and their officers, employees, agents and contractors are not responsible for:
- 13.1. lost, illegible, misdirected, incomplete or damaged entries and
 - 13.2. incorrect or inaccurate transcription of information, human error, technical malfunctions, lost or delayed entries,
- and to the maximum extent permitted by law, any liability for any incidental or consequential damage, however caused, whether in contract or in tort, arising out of the Promotion is expressly disclaimed and excluded.
14. By participating in this Promotion, you acknowledge and agree that The Promoter and its Participating Retailer:
- 14.1. will collect and use your personal information in order to conduct the Promotion;
 - 14.2. may disclose your personal information to its contractors and/or agents to assist it in conducting the Promotion; and
 - 14.3. may use your personal information for future promotional, marketing and publicity purposes unless otherwise directed by you in writing.

15. The Participating Retailer's privacy policy explains in detail how it will store personal information, what it will be used for and how it will be protected. This can be accessed at <https://elders.com.au/privacy-policy/>.
16. In circumstances where the Prize has become unavailable for reasons beyond the control of the Promoter, then it reserves the right to substitute the Prize for an alternative of the same value in the event that it fails to reach mutual agreement with the winner in relation to a substitute.
17. If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion.
18. The participant is liable for any taxes, duties or other applicable charges that may be due and payable, for whatever reason resulting from participating in the Promotion or receiving the Prize.
19. The winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, the winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Promotion.
20. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third-party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Promotion or the use or taking of the Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
21. Employees of the Promoter and the Participating Retailer and their immediate families, associated companies and agencies, and suppliers involved in the Promotion, are ineligible to enter the Promotion.
22. Any dispute arising out of or in relation to the Promotion shall be governed by the laws of New South Wales and Australian Capital Territory.
23. **[INSERT TRADE PERMIT NUMBER]**