

“Incitec Pivot Limited ENTEC® football promotion 2019”

TERMS AND CONDITIONS

1. Information on how to enter this “Incitec Pivot Limited ENTEC® football promotion 2019” promotion (**Promotion**) and the gifts form part of these terms and conditions. Participation in this Promotion is deemed acceptance of these and any other applicable terms and conditions (together the **Terms and Conditions**). Any entry not complying with the Terms and Conditions is invalid.
2. The promoter is **Incitec Pivot Limited** (ABN 42 004 080 264) of Level 8, 28 Freshwater Place, Southbank, VIC 3006 (**Promoter**). Telephone +61 3 8695 4400.
3. Entry into the Promotion is open to persons and business who meet the following criteria: (a) are a person who is aged 18 years or over, or are businesses operating in Australia; (b) that own or manage a farming operation; (c) subscribe to the Promoter’s mailing list at www.ipfentec.com.au; and (d) have not previously subscribed to the Promoter’s mailing list (collectively **Participants**”).
4. Employees, business directors and managers (and their immediate families) of the Promoter, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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. Promotion commences at 12:00am AEST on 01/07/2019 and ends at 11:59pm AEDT on 20/12/2019 (**Promotional Period**”).
6. Participants who meet the promotion criteria will be eligible to receive a Steeden® Rugby League Football, branded with Incitec Pivot Fertilisers® & Nutrient Advantage® (**Gift**”). Gifts are limited to one Gift per entrant and are further limited to one Gift per household. The Gift is not transferable, exchangeable or redeemable for cash. If for any reason the gift becomes unavailable, Incitec Pivot Limited reserves the right to substitute the Gift for another item at its sole discretion. Gift only available whilst stocks last.
7. The Gift can be redeemed by the participant by completing the following steps; Step 1 – Purchase any ENTEC treated fertiliser from an Incitec Pivot Fertilisers Accredited ENTEC® dealer. Step 2- Subscribe to the Promoter’s mailing list and agree to the Promotion terms and conditions, noting the Fertiliser Dealer where ENTEC treated fertiliser was purchased. Step 3– Receive a welcome email from the Promoter; Step 4 – receive Gift via registered post.
8. The gift may be allocated to a community rugby league club of the participants choosing – this must be clearly noted in the space provided via the website. Best endeavours will be made to contact the club for distribution of gift at the conclusion of the campaign. If unable to contact the club to donate the gift, the participant shall be notified via email and the gift shall be donated to a local community rugby league club as chosen by the Promoter.
9. Eligible participants who meet the promotional criteria should allow up to 8 weeks to receive the gift upon submission of the online form.
10. The Promoter reserves the right, at any time, to verify the validity of Participants (including a Participant’s identity, age, occupation, place of business, and postal address, purchase of ENTEC) and reserves the right, in its sole discretion, to disqualify any Participant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the Promotion entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.

11. If there is a dispute as to the identity of a Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Participant.
12. The Promoter's decision regarding eligibility of Participants to receive the Gift is final and no correspondence will be entered into.
13. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
14. To the fullest extent permitted by law, neither the Promoter nor any third parties involved in running the promotion shall be liable for any loss, damage or injury whatsoever (including direct, indirect and consequential loss or damages) incurred by the participant or any other person as a result of or in connection with the Promotion or the use of the Gift.
15. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any personal injury, any loss or damage (including but not limited to loss of opportunity and loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where such liability may arise out of the following:
 - 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 participant gift that is late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d) any variation in gift value to that stated in these Terms and Conditions
16. The Promoter collects personal information about Participants in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to its agents, contractors, service providers, and the Gift supplier. Entry is conditional on providing this information and Participants agree to such information being provided to the Promoter (and such other persons) for the purposes of this Promotion. Upon submitting a valid entry, Participants agree for the Promoter to use their personal information for promotional, marketing and publicity, research and profiling purposes, including sending electronic messages or telephoning the Participant. The Promoter will otherwise use and handle personal information as set out in its privacy policy, which can be accessed by visiting www.ipfentec.com.au. As the Promoter is a global organization, personal information may be stored overseas. Participants should direct any request to access, update or correct any personal information to the Promoter and direct any complaints regarding treatment of their personal information in accordance with the Privacy Policy. All entries become the property of the Promoter.