

ELDERS PREPARE TO WIN PROMOTION 2024 TERMS AND CONDITIONS

1. The promoter is Elders Rural Services Australia Limited (ABN 72 004 045 121) (**Elders**) of Level 10, 80 Grenfell Street, Adelaide SA 5000.
 2. Elders' prepare to win promotion (**Promotion**) commences at 7:30am ACDT on Thursday, 1 February 2024 and closes at 6:00pm ACDT on Friday, 29 March 2024 (**Promotion Period**). Except as otherwise stated all times are ACST/ACDT (as applicable).
 3. To be eligible to enter the Promotion, you must:
 - 3.1. be either:
 - 3.1.1. an individual residing in Australia over the age of 18 (including those in a trustee or executor capacity);
 - 3.1.2. a company incorporated in Australia that principally trades from within Australia (including those in a trustee capacity);
 - 3.1.3. a domestic partnership;
 - 3.2. during the Promotion Period, purchase a minimum of \$20,000 (exclusive of GST) of Product (as defined in clause 4 below) from a Participating Entity (as defined in clause 5 below) using a current trading account with a Participating Entity in South Australia, Victoria, Western Australia, Queensland, Tasmania, New South Wales, Northern Territory or Australian Capital Territory. You will receive 1 x additional entry into the Promotion for every subsequent \$5,000 (exclusive of GST) purchase of Product during the Promotion Period from the same Participating Entity using the same trading account with the Participating Entity as the initial \$20,000 (exclusive of GST) purchase; and
 - 3.3. read and accept these Terms and Conditions.
- There is no cost or fee to enter the Promotion. You may only enter the Promotion once save for any additional entries referred to in clause 3.2 above.
- (referred to as an "**Eligible Entrant**").
4. '**Product**' means any of the eligible agricultural crop protection products that are allocated to, or listed with, Elders' retail crop protection category from 1 February 2024 to 29 March 2024 and listed on the Elders Promotion webpage.
 5. '**Participating Entity**' or '**Participating Entities**' means Elders, Ace Ohlsson Pty Ltd (ACN 003 471 010), B & W Rural Pty Ltd (ACN 068 943 528), Northern Rural Supplies Pty Ltd (ACN 639 297 117), Sunfam Pty Ltd (ACN 010 636 594), or YP Agricultural Services Pty Ltd (ACN 073 496 625).
 6. There are 158 prizes to be won, with a total prize pool value of \$221,762.85:
 - 6.1. First Prize – 6 x Polaris Ranger 570 HD EPS ADC (RRP \$20,495, total value \$122,970), 1 x Polaris Ranger per the following states: WA, SA, TAS, VIC, NSW/ACT and QLD/NT;
 - 6.2. Second Prize – 5 x Yamaha PW50 (RRP \$2,599.00, total value \$12,995), 1 x Yamaha PW50 per the following states: WA, SA/TAS, VIC, NSW/ACT and QLD/NT;

- 6.3. Third Prize – 2 x Weber SmokeFire EX6 GBS (2nd Gen) Wood Fired Pellet Barbecue (RRP \$2,999, total value \$5,998);
 - 6.4. Fourth Prize – 15 x TaylorMade RBZ SpeedLite Package - Steel Shaft 13 Piece Golf Set (RRP \$2,299.99, total value \$34,499.85) (hand preference of sets subject to availability);
 - 6.5. Fifth Prize – 70 x Weber® Baby Q® (Q1000N) Gas Barbecue (LPG) (RRP \$369, total value \$25,830); and
 - 6.6. Sixth Prize – 60 x Elders branded Esky (RRP \$324.50, total value \$19,470),

(collectively, the **Prizes** or individually, a **Prize**).¹
7. Prizes are not transferrable or redeemable for cash or store credit.
 8. Promotion draw process for eligible entrants into the Promotion:
 - 8.1. Draws will be made via random selection using an electronic number generator from all Eligible Entries as recorded in Elders' records in accordance with clause 8.2. conducted by a representative of Elders and witnessed by an independent scrutineer at Level 10, 80 Grenfell Street, Adelaide SA 5000 at 12:00pm ACST on Tuesday, 16 April 2024;
 - 8.2. Prizes will be allocated to tickets in the order in which they are drawn (i.e. the first prize will be allocated to the first ticket drawn and so on). Each eligible entrant may win only one Prize and in the event an entrant's name is drawn twice the representative of Elders will select another entry at random;
 - 8.3. Prize winners will be notified by telephone and/or email within 7 days of the draw; and
 - 8.4. If after making reasonable attempts to contact or locate a winner, Elders is unable to do so by Tuesday, 14 May 2024, then that fact will be published in an appropriate forum and a redraw will be conducted at 12:00pm ACST on Wednesday, 22 May 2024, in the same manner, at the same location and from the same pool of remaining eligible participants.
 9. Details of each winner will be published on the following platforms:
 - 9.1. Elders' website, www.elders.com.au on Wednesday, 17 April 2024 or, in the event of a redraw, on Wednesday, 22 May 2024;
 - 9.2. Elders' Facebook page on Wednesday, 17 April 2024;
 - 9.3. if a winner purchases Product from a Participating Entity that is not Elders, then the Facebook page of that Participating Entity on Wednesday, 17 April 2024; and
 10. Elders or a Participating Entity will use reasonable endeavours to deliver the Prizes within 28 days of the draw or any redraw. Delivery will be at Elders' cost as will any administrative costs associated with delivery.

¹ All RRP's are current as of [11/01/2024].

11. Each winner must participate and cooperate (as required by Elders acting reasonably) in publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises Elders and the other Participating Entities to use the content subject of this clause for advertising and publicity purposes in any platform in perpetuity worldwide.
12. Elders reserves the right to:
 - 12.1. confirm an entry into the Promotion is valid;
 - 12.2. seek or request further materials from you in relation to your entry/ies and compliance with these Terms and Conditions;
 - 12.3. disqualify you if you:
 - a. tamper with or benefit from any tampering with the entry process or with the operation of the Promotion;
 - b. act in a disruptive manner or act with the intent or effect of annoying, abusing, threatening or harassing Elders, a Participating Entity or their respective officers, directors, employees, agents or contractors; or
 - c. contravene these Terms and Conditions.
13. Elders' decisions in relation to the Promotion, including the eligibility of transactions to participate in this Promotion and the drawing process are final. Elders and the other Participating Entities are not obliged to correspond with you in relation to these matters.
14. Elders, a Participating Entity or any of their officers, employees, agents and contractors are not responsible for:
 - 14.1. lost, illegible, misdirected, incomplete or damaged entries; and
 - 14.2. incorrect or inaccurate transcription of information (including contact information), human error, technical malfunctions, lost or delayed entries.
15. By participating in this Promotion, you acknowledge, consent and agree that Elders and the other Participating Entities may:
 - 15.1. collect, use and store your personal information to conduct the Promotion including names and addresses;
 - 15.2. disclose your personal information to its related bodies corporate, contractors and/or agents to assist it in conducting the Promotion; and
 - 15.3. disclose your information to third parties to comply with trade promotion laws and regulations which may include publishing your name as detailed in these terms (see clause 9) if you are a winner of a prize or providing your name to a regulatory body to comply with any record keeping or auditing requirements.
16. Elders' privacy policy explains in detail how it will store your 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>. The collection, use or disclosure of information about you is covered by your trading account terms already entered with Elders for the supply of goods and/or services.

17. Subject to any law or regulation to the contrary, in circumstances beyond Elders' reasonable control arise where a Prize becomes unavailable, then Elders reserves the right to substitute that Prize for a similar alternative of the same value or greater value if (after making reasonable attempts) it fails to reach mutual agreement with the winner in relation to a substitute. Entrants acknowledge the potential for a prize to become unavailable due to circumstances beyond Elders control and knowing this enter and participate in the Promotion.
18. If for any reason this Promotion is not capable of running as planned, then Elders reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion subject to any required approvals or consents from authorities or regulatory bodies.
19. You are responsible for any taxes, duties, charges or expenses that may be due and payable because of you:
 - 19.1. participating in the Promotion;
 - 19.2. accepting, receiving (other than with respect to delivery of the Prize), owning, insuring and using the Prize.
20. To the maximum extent permitted by law, you:
 - 20.1. release and forever discharge Elders and any Participating Entity including its officers, employees, agents, contractors and representatives from any and all claims, suits, causes of action, obligations, sums of money, accounts, costs and expenses that you have, or in the future may have, against them in law and in equity arising out of, or in any way relating to the Promotion or the Prize; and
 - 20.2. indemnify Elders and any Participating Entity including its officers, employees, agents, contractors and representatives against all claims, costs, liabilities, losses and expenses which they pay, suffer, incur or are liable for arising out of, or in any way relating to your participation in the Promotion and your failure to comply with these Terms and Conditions or use of the Prize.
21. Any Prize supplied by a third-party supplier is subject to any applicable terms and conditions of that third-party supplier. You warrant and agree that you will familiarise yourself with any applicable terms and conditions as necessary.
22. Employees of a Participating Entity and their immediate families, associated or related companies and agencies, and suppliers involved in the Promotion, are ineligible to enter the Promotion.
23. If an entrants' contact details change between the date which they enter/it enters the Promotion and the date the winning entries are drawn, the entrant must notify Elders of their/its correct contact details in writing immediately.
24. Any dispute arising out of or in relation to the Promotion shall be governed by the laws of South Australia and the parties submit to the exclusive jurisdiction of South Australia.
25. Elders' failure to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
26. A reference in these terms and conditions to 'dollars' or '\$' is a reference to the lawful currency of Australia.
27. Elders holds the following licences for the Promotion:

- 27.1. South Australia Licence No T24/35;
- 27.2. New South Wales TP/03234;
- 27.3. Australian Capital Territory TP 24/00045