

ELDERS EARLY ORDERS
CANOLA PROMOTION 2023-24

1. The promoter is Elders Rural Services Australia Limited (ABN 72 004 045 121) (**Elders**) of Level 10, 80 Grenfell Street, Adelaide, SA, 5001.
2. Elders' Early Orders Canola Campaign (**Promotion**) commences at 8:00am AEST on Wednesday, 20 September 2023 and closes at 6:00pm AEST on Friday, 3 May 2024. (**Promotion Period**).
3. To be eligible to enter the Promotion, you must:
 - 3.1. reside in Australia;
 - 3.2. be 18 years or over;
 - 3.3. during the Promotion Period, purchase 200kg of Product (as defined in clause 4 below) from a Participating Entity (as defined in clause 6 below) using a current Elders trading account; and
 - 3.4. accept and comply with these Terms and Conditions.
4. **'Product'** means the following canola seed varieties available as at Friday, 3 May 2024 from the following Elders agricultural seed suppliers:
 - 4.1. BASF Australia Pty Ltd (ACN 008 437 867) Products: InVigor LR 4540P, InVigor LT 4530P, InVigor R 4520P, InVigor T 4511, InVigor T 4510, InVigor T 6010;
 - 4.2. Nuseed Proprietary Limited (ACN 088 231 814) Products: HyTTec Trident, HyTTec Velocity, HyTTec Trophy, HyTTec Trifecta, Nuseed Emu TF, Nuseed Hunter TF, Nuseed Raptor TF, Nuseed Eagle TF, Nuseed Ceres IMI, ATR Bluefin, ATR Bonito, ATR Swordfish, ATR Wahoo, Nuseed Diamond, Nuseed Quartz;
 - 4.3. Gentech Seeds Pty Ltd (Pioneer Seeds) (ACN 608 586 876) Products: PY422G, PY525G, 43Y92CL, PY421C, 44Y94CL, 45Y93CL, 45Y95CL, PY520TC, 44Y27RR, 44Y30RR, 45Y28RR;
 - 4.4. Advanta Seeds Pty Ltd (Pacific Seeds) (ACN 010 933 061) Products: Hyola Regiment XC, Hyola Solstice CL, Hyola Continuum CL, Hyola Defender CT, Hyola 970CL, Hyola 410XX, Hyola Feast CL, Hyola Equinox CL, Hyola Blazer TT, Hyola Garrison XC, Hyola Enforcer CT, Hyola Battalion XC;
 - 4.5. AGF Seeds (ACN 654 499 939) Products: Phoenix CL, Captain CL; and
 - 4.6. RAGT Australia (ACN 118 991 272) Products: RGT Baseline TT, RGT Capacity TT, Spark TT, RGT Nizza, RGT Clavier.
5. In circumstances where a Product ordered by you is unavailable, then Elders reserves the right to substitute that variety for an alternative of the same value for the purpose of your entry.
6. **'Participating Entity'** means Elders, Northern Rural Supplies Pty Ltd (ACN 639 297 117), B & W Rural Pty Ltd (ACN 068 943 528), Sunfam Pty Ltd (ACN 010 636 594), Ace Ohlsson Pty Ltd (ACN 003 471 010) or YP Agricultural Services Pty Ltd (ACN 073 496 625).
7. There are three prizes to be won:
 - 7.1. First Prize – x 1 Toyota Landcruiser 300 Series, GXL with Crystal Pearl Paint.

Current Drive Away price provided by Toyota as of September 2023: \$116,786 (ACT); \$114,859 (NSW); \$117,469 (WA); \$117,868 (VIC); \$114,329 (SA); \$116,184 (QLD); \$113,515 (NT); \$114,269 (TAS). Pricing may be subject to change by Toyota in 2024.

- 7.2. Remaining Prizes – x 2 Polaris Rangers (2024 model equivalent to Polaris Ranger XP 1000 HD EPS ADC). Current retail price \$28,995.00 inc GST. Two units to be drawn.

(collectively, the **Prizes**).

8. The Prizes are not transferrable or redeemable for cash.
9. Each winner is responsible for satisfying any State or Territory licensing requirements associated with the Prizes including any use of.
10. Promotion draw process:
 - 10.1. Eligible entrants are automatically entered into the Promotion;
 - 10.2. The winners will be determined by a random draw determined solely by Elders (with the First Prize being drawn first) conducted by a representative of Elders at Level 10, 80 Grenfell Street, Adelaide, SA 5000 at 12:00pm AEST on Wednesday, 15 May 2024;
 - 10.3. The winners will be notified by telephone and email within 7 days of the draw; and
 - 10.4. If Elders is unable to contact a winner after making reasonable attempts by Wednesday, 12 June 2024 then a redraw will be conducted at 12:00pm AEST on Thursday, 13 June 2024, in the same manner, at the same location and from the same pool of eligible participants as provided for by clause 10.2.
11. Details of each winner will be published on the following platforms:
 - 11.1. Elders' website, www.elders.com.au on Thursday, 16 May 2024. Or, in the event of a redraw, on Friday, 14 June 2024;
 - 11.2. Elders' Facebook page on Thursday, 16 May 2024;
 - 11.3. if a winner purchases Product from a Participating Entity that is not Elders, then the Facebook page of that Participating Entity on Thursday, 16 May 2024; and
 - 11.4. in a newspaper circulating throughout the applicable state or territory that the winner resides in on Thursday, 23 May 2024. Or, in the event of a redraw, on Thursday, 20 June 2024.
12. Each winner must participate and cooperate (as required by Elders) in all 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 any created content for advertising, marketing and publicity purposes in any platform in perpetuity worldwide.
13. Elders reserves the right to:
 - 13.1. confirm that your entry/ies to the Promotion are valid;

- 13.2. seek further clarification from you in relation to your entry/ies and compliance with these Terms and Conditions;
- 13.3. 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.
14. Elders' decisions in relation to the Promotion, including the eligibility to participate in this Promotion and the drawing process are final and Elders and the other Participating Entities are not obliged to correspond or consult with you in relation to these matters.
15. Elders, a Participating Entity or any of their officers, employees, agents and contractors are not responsible for:
 - 15.1. invalid contact details including verifying any contact details provided;
 - 15.2. lost, illegible, misdirected, incomplete or damaged entries; and
 - 15.3. incorrect or inaccurate transcription of information, human error, technical malfunctions, lost or delayed entries.
16. By participating in this Promotion, you acknowledge and agree that Elders and the other Participating Entities may:
 - 16.1. collect and use your personal information in order to conduct the Promotion;
 - 16.2. disclose your personal information to its contractors and/or agents to assist it in conducting the Promotion; and
 - 16.3. use your personal information for future promotional, marketing and publicity purposes unless otherwise directed by you in writing.
17. 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/>. This policy covers the other Participating Entities other than Ace Ohlsson which entity has its own privacy policy which can be accessed at: <https://www.aceohlsson.com.au/privacy.html>.
18. In circumstances where a Prize becomes unavailable which could occur for reasons outside of Elders control, then Elders reserves the right to substitute that Prize for an alternative of the same or equivalent value if it fails to reach mutual agreement with the winner in relation to a substitute.
19. 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.

20. You are responsible for any taxes, duties or other charges that may be due and payable as a consequence of you:
 - 20.1. participating in the Promotion;
 - 20.2. receiving, owning, insuring, storing and using the Prize; and
21. To the maximum extent permitted by law, you:
 - 21.1. release and forever discharge the Participating Entities and their officers, employees, agents, sub-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 (a) the Promotion; and (b) the Prize; and
 - 21.2. indemnify Elders, the Participating Entities and their officers, employees, agents, sub-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 (a) your participation in the Promotion; and (b) your failure to comply with these Terms and Conditions; and (c) you or any third party using the Prize.
22. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third-party supplier. You warrant that you will comply (and ensure that any third party who uses the Prize will comply) with those terms and conditions.
23. Employees of a Participating Entity and their immediate families associated companies and agencies, and suppliers involved in the Promotion, are ineligible to enter the Promotion.
24. For the purpose of clause 23, 'Immediate Families' includes a spouse, de factor partner, child, parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee, as well as step and adopted relatives.
25. Any dispute arising out of or in relation to the Promotion shall be governed by the laws of South Australia.
26. South Australia Licence No: T23/1376; New South Wales Authority No. TP/02927/NTP/07716; Australian Capital Territory Permit No TP 23/01796.1.