

TERMS AND CONDITIONS
ELDERS AG IN ACTION CAMPAIGN

1. Promoter

- 1.1. The promoter is Elders Rural Services Australia Limited (ABN 72 004 045 121) (**Elders**) of Level 10, 80 Grenfell Street, Adelaide, SA, 5001.

2. Campaign

- 2.1. Elders' Ag in Action (**Campaign**) is conducted as a standalone campaign for Instagram.

3. Campaign Period

- 3.1. The campaign commences at 12:00AM Monday 2nd November 2026 (ACDT) and closes at 11:59pm Sunday 29th November 2026 (ACDT).

4. Eligibility

- 4.1. To be eligible to enter the Campaign, you must:
- 4.1.1. be a resident of Australia;
 - 4.1.2. be at least 18 years of age at the time of entry;
 - 4.1.3. submit the entry personally and directly as per the Entry Mechanic in the Schedule, and not through an agent, representative, agency, bot, automated tool, or other third party;
 - 4.1.4. hold all rights, licences, consents, and permissions necessary to submit the Content (as defined below) and grant the rights contemplated by these Terms and Conditions;
 - 4.1.5. accept and comply with these Terms and Conditions; and
 - 4.1.6. not be an Ineligible Person (see clause 20).

5. No Cost to Enter

- 5.1. There is no cost or fee directly associated with entry into the Campaign.

6. Entry Conditions

- 6.1. Entry into the Campaign must be made strictly in accordance with the requirements set out in these Terms and Conditions and in the Schedule.
- 6.2. An entry will be invalid if it is incomplete, illegible, late, fraudulent, misleading, unverifiable, non-compliant with these Terms and Conditions, or otherwise rejected by Elders under these Terms and Conditions.
- 6.3. Elders may, at any time, require an entrant to promptly provide any information or documents reasonably requested by Elders for the purpose of verifying eligibility, ownership, authorship, originality, identity, age, residency, consent, compliance, or any other matter relevant to the Campaign.
- 6.4. Failure to provide the requested information or documents to Elders' reasonable satisfaction within the time reasonably required by Elders may result in rejection, disqualification, or forfeiture of any entitlement to a prize.

7. Content Requirements

- 7.1. All photographs, videos, and other materials submitted or made available in connection with an entry (**Content**) must:
- 7.1.1. be original and personally created by the entrant;
 - 7.1.2. not be generated, in whole or in part, using artificial intelligence tools or systems;
 - 7.1.3. not include any third-party material unless the entrant has all rights, licences, and permissions required for the use of that material and for Elders to use the Content in accordance with these Terms and Conditions;

- 7.1.4. comply with all applicable laws, platform rules, guidelines, and community standards;
- 7.1.5. not infringe, misappropriate, or otherwise violate any intellectual property rights, privacy rights, or other rights of any person;
- 7.1.6. not contain anything defamatory, obscene, pornographic, vulgar, threatening, hateful, discriminatory, offensive, or unlawful; and
- 7.1.7. where identifiable persons are depicted, only depict those persons who are at least 18 years of age and who have provided prior written consent to appear in the Content and to allow Elders to use the Content in accordance with these Terms and Conditions.

8. Judging – Game of Skill

- 8.1. The Campaign is a game of skill only. Chance plays no part in determining the winners.
- 8.2. Valid entries will be judged by a panel appointed by Elders (**Panel**) in accordance with the merit-based judging criteria set out in the Schedule.
- 8.3. Elders may shortlist entries for further review, verification, or administration before final winners are determined.
- 8.4. Entries will be judged during the judging period and at the location specified in the relevant Schedule.
- 8.5. The Panel's decision is final and binding, and no correspondence will be entered into in relation to any decision concerning eligibility, shortlisting, judging, disqualification, substitution, or prize allocation.

9. Prize(s)

- 9.1. The prizes are set out in the Schedule.
- 9.2. The retail value of each prize is the value stated in the relevant Schedule.
- 9.3. Prizes are not transferable, exchangeable, or redeemable for cash, credit, or any other substitute, except to the extent expressly permitted by these Terms and Conditions or required by law.
- 9.4. If a prize includes goods or services supplied by a third party, that prize is subject to the terms and conditions of the relevant third party supplier.

10. Winner Notification, Verification, and Publication

- 10.1. Winners will be determined in accordance with the relevant Schedule.
- 10.2. Elders will notify winners using the method specified in the relevant Schedule.
- 10.3. A winner must comply with any verification, claim, and response requirements specified in the relevant Schedule and any reasonable further requirements imposed by Elders.
- 10.4. If a winner:
 - 10.4.1. cannot be contacted after reasonable attempts;
 - 10.4.2. does not respond within the required time (being 7 calendar days);
 - 10.4.3. fails to establish eligibility or compliance to Elders' reasonable satisfaction;
 - or
 - 10.4.4. otherwise breaches these Terms and Conditions;Elders may disqualify that winner and determine an alternative winner using the same judging criteria provided for under these Terms and Conditions.
- 10.5. Winner publication arrangements are set out in the Schedule.

11. Publicity

- 11.1. Each winner must participate and cooperate in all reasonable publicity activities relating to the Campaign if requested by Elders, including being interviewed, photographed, filmed, and recorded.
- 11.2. Each winner authorises Elders to use publicity material created under clause 11.1. for advertising, promotional, marketing, and publicity purposes in any media.

12. Verification, Rejection, and Disqualification

- 12.1. Elders reserves the right to:
 - 12.1.1. verify the validity of any entry and the eligibility of any entrant;
 - 12.1.2. seek further information, evidence, or clarification from any entrant;
 - 12.1.3. reject, refuse to accept, or remove any entry that Elders reasonably considers invalid or non-compliant; and
 - 12.1.4. disqualify any entrant who:
 - 12.1.4.1. tampers with, attempts to tamper with, or benefits from tampering with, the entry process, Campaign administration, or operation of the Campaign;
 - 12.1.4.2. acts in a disruptive, abusive, threatening, harassing, or dishonest manner in connection with the Campaign;
 - 12.1.4.3. submits Content that is false, deceptive, infringing, unlawful, or otherwise non-compliant;
 - 12.1.4.4. submits an entry through an agency, bot, or prohibited third party process; or
 - 12.1.4.5. contravenes these Terms and Conditions or any lawful direction of Elders given for the proper administration of the Campaign.

13. No Responsibility

- 13.1. Elders and its officers, employees, agents, and contractors are not responsible for:
 - 13.1.1. lost, late, illegible, misdirected, incomplete, corrupted, or damaged entries;
 - 13.1.2. incorrect or inaccurate transcription of information, technical failure, platform malfunction, human error, or communication failure;
 - 13.1.3. any failure, interruption, or unavailability of Instagram, any webpage, any online form, or any third party service used in connection with the Campaign; or
 - 13.1.4. any inability of Elders to contact an entrant due to incorrect, outdated, inaccessible, or unavailable account or contact details.

14. Privacy and Personal Information

- 14.1. By entering the Campaign, you acknowledge and agree that Elders may collect, use, store, and disclose your personal information for the purposes of:
 - 14.1.1. administering and conducting the Campaign;
 - 14.1.2. verifying eligibility, ownership, content, and compliance;
 - 14.1.3. contacting entrants and winners in connection with the Campaign;
 - 14.1.4. awarding and delivering prizes;
 - 14.1.5. publishing winner details to the extent contemplated by these Terms and Conditions or required by law; and
 - 14.1.6. maintaining records relating to the Campaign.
- 14.2. Elders may disclose personal information to its related bodies corporate, contractors, agents, service providers, and advisers who assist Elders in

conducting the Campaign, including platform providers used for Campaign administration.

14.3. Elders' privacy policy explains how Elders handles personal information and can be accessed at <https://elders.com.au/privacy-policy/>.

14.4. Except to the extent an entrant separately and expressly agrees otherwise, entry into the Campaign is not, of itself, consent to the use of personal information for unrelated future direct marketing.

15. Prize Substitution

15.1. Subject to any law or regulation to the contrary, if a prize or any element of a prize becomes unavailable for reasons beyond Elders' reasonable control, Elders reserves the right to substitute that prize with an alternative prize of equal value.

16. Cancellation, Modification, or Suspension

16.1. If, for any reason, the Campaign is not capable of running as planned or is adversely affected by any cause beyond Elders' reasonable control, and subject to any law or regulatory approval required to the contrary, Elders reserves the right, to the extent permitted by law, to cancel, terminate, modify, or suspend the Campaign.

17. Taxes, Duties, and Other Costs

17.1. Each entrant and winner is responsible for any taxes, duties, levies, fees, or other charges that may be due or payable as a consequence of:

17.1.1. entering the Campaign;

17.1.2. accepting, receiving, owning, storing, insuring, or using a prize; or

17.1.3. granting the rights contemplated by these Terms and Conditions.

17.2. Elders will make reasonable arrangements to deliver the Prize to the winner at Elders' cost. Alternatively, the Prize can be collected at a time and location mutually arranged between Elders and the relevant winner.

18. Intellectual Property, Warranties, and Licence

18.1. The entrant warrants that:

18.1.1. the entrant is the sole creator of the Content or otherwise has full authority to submit it;

18.1.2. the entrant owns, or controls, all rights necessary to submit the Content and grant the rights contemplated by these Terms and Conditions;

18.1.3. no part of the Content was generated, in whole or in part, by artificial intelligence;

18.1.4. the content does not infringe any third party rights or breach any law;

18.1.5. all consents required under these Terms and Conditions have been obtained; and

18.1.6. the entrant has not granted, and will not grant, rights in the Content that are inconsistent with Elders' rights under these Terms and Conditions.

18.2. Subject to clause 18.3, the entrant retains ownership of the intellectual property rights in the entrant's Content.

18.3. By entering the Campaign, the entrant grants Elders a royalty-free, worldwide, irrevocable licence to use, reproduce, publish, communicate, display, edit, reformat, adapt, and otherwise exploit the Content for the purposes of:

18.3.1. administering and promoting the Campaign;

18.3.2. publishing, featuring, and publicising winning and finalist entries;

- 18.3.3. using winning and finalist Content on Elders' websites, digital channels, social media channels, publications, and other promotional materials; and
- 18.3.4. maintaining internal records and archives relating to the Campaign.
- 18.4. Elders is not obliged to publish or otherwise use any Content.
- 18.5. Elders may require the entrant to execute any document reasonably required by Elders to confirm, perfect, or give effect to the rights granted under these Terms and Conditions.
- 18.6. To the extent permitted by law, the entrant consents to Elders doing, or omitting to do, any act or thing in relation to the Content that might otherwise infringe the entrant's moral rights in the Content.
- 18.7. Elders will attribute winners and finalists where reasonably practicable in the context of official Campaign publication, but is not obliged to provide attribution in every use of Content permitted by these Terms and Conditions.

19. Third Party Supplier Terms

- 19.1. Any prize or component of a prize supplied by a third party is subject to the terms and conditions imposed by that third party, and each winner warrants that they will comply, and ensure any permitted user complies, with those terms and conditions.

20. Ineligible Persons

- 20.1. Employees of Elders, any agency involved in the Campaign, suppliers directly involved in the Campaign, suppliers to Elders, members of the Panel, and immediate family members of each member of the Panel, are ineligible to enter. Immediate family members of Elders' employees or employees employed by a related body corporate of Elders are also ineligible to enter.
- 20.2. For the purpose of clause 20, 'immediate family' includes a spouse, de factor partner, child, parent, grandparent, grandchild or sibling of the member of the Panel, or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the member of the Panel, as well as step and adopted relatives.

21. Governing Law

- 21.1. Any dispute arising out of or in relation to the Campaign shall be governed by the laws of South Australia, and the parties submit to the exclusive jurisdiction of the courts of South Australia.

SCHEDULE

1. Entry Mechanic

- 1.1. To enter, an entrant must:
 - 1.1.1. Step 1: Create Content - create an original Reel or short-form video responding to and best demonstrating the theme 'Australian Agricultural Moments';
 - 1.1.2. Step 2: Complete the Entry Form - complete and submit the online entry form made available by Elders at <http://elders.com.au/ag-in-action-comp>
 - 1.1.3. Step 3: Submit the Content - upload the Reel or short-form video via that online entry form;
 - 1.1.4. Step 4: Provide Instagram Details - provide your Instagram handle in the online entry form;
 - 1.1.5. Step 5: Follow Elders on Instagram - follow @eldersruralservices on Instagram at the time of entry and until the winners are announced; and
 - 1.1.6. Step 6: Submit the Entry - submit the entry in accordance with these Terms and Conditions.
- 1.2. Entries must be submitted via the online entry form. Elders may deem invalid any entry submitted through any other method.
- 1.3. Entrants must maintain a public Instagram profile from the time of entry until the applicable winner announcement date. Entries and associated submission data may be stored in Elders' systems and third-party platforms engaged by Elders, including those operated by Monday.com.
- 1.4. Each entry will only be considered for the weekly judging period in which it is submitted. Entries that are not selected as a winner will not automatically carry over into subsequent weekly judging periods.
- 1.5. Entrants may submit new entries in subsequent weekly judging periods and are eligible to win more than one prize during the Campaign Period.

2. Multiple Entries

- 2.1. Multiple entries are permitted, provided each entry is unique and is submitted separately in accordance with these Terms and Conditions.

3. Additional Platform Compliance

- 3.1. This Campaign is in no way sponsored, endorsed, administered by, or associated with Instagram or Meta Platforms, Inc.
Entrants must comply with Instagram's applicable terms, community guidelines, promotion guidelines, and music licensing rules.

4. Judging Criteria

- 4.1. Eligible entries received during the Campaign Period will be judged by a panel appointed by Elders over a four (4) week period.
- 4.2. The Panel is proposed to include three (3) Elders' personnel selected by the Elders' Digital, Direct and Experience Marketing Team.
- 4.3. Entries will be judged on:
 - 4.3.1. creativity and originality;
 - 4.3.2. production quality;
 - 4.3.3. storytelling and engagement; and

4.3.4. relevance to the theme and the Elders' brand.

5. Judging Period and Location

- 5.1. Entries will be judged within the following judging periods:
 - 5.1.1. Week 1: Entries received between 2 November 2026 and 8 November 2026 (inclusive), with the winner announced on Monday, 9 November 2026;
 - 5.1.2. Week 2: Entries received between 9 November 2026 and 15 November 2026 (inclusive), with the winner announced on Monday, 16 November 2026;
 - 5.1.3. Week 3: Entries received between 16 November 2026 and 22 November 2026 (inclusive), with the winner announced on Monday, 23 November 2026; and
 - 5.1.4. Week 4: Entries received between 23 November 2026 and 29 November 2026 (inclusive), with the winner announced on Monday, 30 November 2026.
- 5.2. Entries will be judged at Level 10/80 Grenfell Street, Adelaide, SA 5000.

6. Prizes

- 6.1. Four (4) winning entries will be selected, comprising one (1) weekly winner for each judging period.
- 6.2. Each winning entrant will receive one (1) prepaid VISA or MasterCard Eftpos card valued at AUD \$500.00.

7. Other Matters

- 7.1. Winners may be required to provide the original video file and any additional information reasonably requested by Elders to facilitate the publication and promotion of the winning Content.
- 7.2. Winning entrants will be notified by 5:00pm (ACDT) on the applicable announcement date via the email address provided with their entry and/or via direct message on Instagram.