

ELDERS NSW SUMMER SEED PROMOTION 2025

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' NSW Summer Seed Promotion (**Promotion**) commences at 9:00am AEST on Monday 11 August 2025 and closes at 5:00pm on Saturday 25 October 2025 (**Promotion Period**).
3. To be eligible to enter the Promotion, you must:
 - 3.1. be either:
 - 3.1.1. an individual residing in New South Wales, Australia, over the age of 18 (including those in a trustee or executor capacity);
 - 3.1.2. a company incorporated in Australia that trades within Australia (including those in a trustee capacity);
 - 3.1.3. a partnership trading in Australia;
 - 3.1.4. during the Promotion Period, purchase \$250 (inclusive of GST) of any combination of Product from Elders via one or multiple transactions using a current Elders trading account at a Participating Elders Branch; and
4. accept and comply with these Terms and Conditions,
 - 4.1.1. (referred to as an **Eligible Entrant**).
5. There is no additional cost or fee to enter the Promotion.
6. There are three (3) prizes to be won, with a total prize pool of \$20,000:
 - 6.1. First Prize – one (1) Eligible Entrant will win a prize consisting of a \$10,000 in-branch credit; and
 - 6.2. Second Prize – one (1) Eligible Entrant will win a prize consisting of a \$6,000 in-branch credit; and
 - 6.3. Third Prize – one (1) Eligible Entrant will win a prize consisting of a \$4,000 in-branch credit,
 - 6.3.1. (collectively, the **Prizes** or individually, a **Prize**).
7. Prizes not transferrable or redeemable for cash or separate store credit.
8. Each winner is responsible for satisfying any State or Territory licensing requirements associated with the Prizes including any use of.
9. Promotion draw process:
 - 9.1. Eligible Entrants are automatically entered into the Promotion;

- 9.2. 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 8.3 conducted by a representative of Elders at Elders' Rural Dubbo Office, 37 Bourke St, Dubbo, NSW 2380 on Monday 27 October 2025 at 12:00pm AEST;
- 9.3. 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 (1) Prize and in the event an entrant's name is drawn twice the representative of Elders will select another entry at random;
9.3.1.1.1.
- 9.4. Prize winners will be notified by telephone and email within seven (7) days of the draw; and
- 9.5. if, after making reasonable to contact or locate a winner, Elders is unable to do so by Monday 3 November 2025, then that fact will be published in an appropriate forum and a redraw will be conducted on Friday 7 November 2025 at 12:00pm AEST, in the same manner, at the same location and from the same pool of eligible participants as provided for by clause 8.2.
10. Details of the winner will be published on the following platforms:
- 10.1. Elders' website, www.elders.com.au on Tuesday 28 October 2025, or, in the event of a redraw, on Thursday 30 October 2025
- 10.2. Elders' NSW Facebook pages on Tuesday 28 October 2025
11. Each winner must participate and cooperate (as required by Elders acting reasonably) in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. The winner authorises Elders to use any created content for advertising, marketing and publicity purposes in any platform in perpetuity worldwide.
12. Elders reserves the right to:
- 12.1. confirm an entry to the Promotion is valid;
- 12.2. seek or request further clarification from you in relation to your entry/ies and compliance with these Terms and Conditions;
- 12.3. disqualify you if you:
- 12.3.1. tamper with or benefit from any tampering with the entry process or with the operation of the Promotion;
- 12.3.2. act in a disruptive manner or act with the intent or effect of annoying, abusing, threatening or harassing Elders or any of its officers, directors, employees, agents or contractors; or

12.3.3. 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 and Elders is not obliged to correspond with you in relation to these matters.
14. Elders or any of its officers, employees, agents and contractors are not responsible for:
 - 14.1. invalid contact details including verifying any contact details provided;
 - 14.2. lost, illegible, misdirected, incomplete or damaged entries; and
 - 14.3. incorrect or inaccurate transcription of information, human error, technical malfunctions, lost or delayed entries.
 - 14.4. By participating in this Promotion, you acknowledge and agree that Elders may:
 - 14.5. collect, use and store your personal information to conduct the Promotion including names and addresses;
 - 14.6. disclose your personal information to its related bodies corporate, contractors and/or agents to assist it in conducting the Promotion; and
 - 14.7. 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.
15. 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.
16. 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 an alternative of the same 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.
17. 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.
18. You are responsible for any taxes, duties or other charges that may be due and payable as a consequence of you:
 - 18.1. participating in the Promotion; and
 - 18.2. accepting, receiving, owning, storing, insuring and using the Prize.

19. To the maximum extent permitted by law, you:

19.1. release and forever discharge Elders and its 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

19.2. indemnify Elders and its 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.

20. 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.

21. Employees of Elders 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 South Australia.

23. In these Terms:

23.1. **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;

23.2. **Participating Elders Branch** means the Elders branch located in:

23.2.1. Cootamundra;

23.2.2. Young;

23.2.3. Yass;

23.2.4. Crookwell;

23.2.5. Dubbo;

23.2.6. Cowra;

23.2.7. Forbes;

23.2.8. Goulburn;

23.2.9. Cobar;

23.2.10. Nyngan;

23.2.11. Trangie;

23.2.12. Warren;

23.2.13.	Coonamble;
23.2.14.	Coonabarabran;
23.2.15.	Baradine;
23.2.16.	Gunnedah;
23.2.17.	Molong;
23.2.18.	Tamworth;
23.2.19.	Walgett;
23.2.20.	Merriwa;
23.2.21.	Scone;
23.2.22.	Cooma;
23.2.23.	Mudgee;
23.2.24.	Inverell;
23.2.25.	Glen Innes;
23.2.26.	Guyra;
23.2.27.	Armidale;
23.2.28.	Walcha;
23.2.29.	Taree;
23.2.30.	Kempsey;
23.2.31.	Coffs Harbour;
23.2.32.	Lismore; and
23.2.33.	Bangalow; and
23.2.34.	Griffith
23.2.35.	West Wyalong
23.2.36.	Jerilderie
23.2.37.	Deniliquin
23.2.38.	Finley
23.2.39.	Albury
23.2.40.	Wagga Wagga
23.2.41.	Narrandera
23.2.42.	Hay
23.2.43.	Lake Cargelligo
23.2.44.	Tumut
23.2.45.	Adelong
23.2.46.	Gundagai
23.2.47.	Holbrook
23.2.48.	Coleambally
23.2.49.	Corowa
23.2.50.	Ariah Park
23.2.51.	Walla Walla

23.3. **Product** means any seed product stocked and sold in a Participating Elders Branch from the following participating suppliers:

23.3.1. Pacific Seeds Pty Ltd

23.3.2. DLF Seeds/PCG Wrightson Seeds (Australia) Pty Ltd

23.3.3. Alfagen Seeds Pty Ltd

23.3.4. Pioneer Hi-Bred International Inc.

23.3.5. EPG Seeds, Elders Rural Services Australia Limited.

24. NSW TRADE PERMIT NUMBER: TP-04479