

## **ELDERS SPEND AND SCORE 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' Spend and Score Promotion (**Promotion**) commences at 7:30am AEST on Saturday, 1 June 2024 and closes at 6:00pm AEST on Saturday, 31 August 2024 (**Promotion Period**).
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 trades within Australia (including those in a trustee capacity);
    - 3.1.3. a partnership trading in Australia;
  - 3.2. during the Promotion Period, purchase a minimum of:
    - 3.2.1. \$2,500 (exclusive of GST) of Product from Supplier Group A; or
    - 3.2.2. \$10,000 (exclusive of GST) of Product from Supplier Group B,using a current trading account with Elders in the Victoria and NSW Riverina Region; and
  - 3.3. read and accept these Terms and Conditions,  
  
(referred to as an "**Eligible Entrant**").
4. There is no cost or fee to enter the Promotion. You may only enter the Promotion once save for any additional entries provided in clause 5 below.
5. An Eligible Entrant who complies with:
  - 5.1. clause 3.2.1 will receive one (1) additional entry into the Promotion for each subsequent \$2,500 (exclusive of GST) purchase of Product from Supplier Group A during the Promotion Period where the Product is purchased from the same Elders branch using the same trading account as the initial \$2,500 (exclusive of GST) purchase; and
  - 5.2. clause 3.2.2 will receive one (1) additional entry into the Promotion for each subsequent \$10,000 (exclusive of GST) purchase of Product from Supplier Group B during the Promotion Period where the Product is purchased from the same Elders branch using the same trading account as the initial \$10,000 (exclusive of GST) purchase.
6. Two (2) Eligible Entrants will win a prize consisting of one (1) ZT Avenger 54 Lawn Mower (RRP \$10,699), being a total prize pool value of \$21,398 (the **Prize**).<sup>1</sup>
7. The Prize is not transferrable or redeemable for cash or store credit.

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<sup>1</sup> All RRP's are current as of 28/05/2024.

8. Promotion draw process is as follows:

- 8.1. Eligible Entrants are automatically entered into the Promotion;
- 8.2. draw will be made via random selection using an electronic number generator from all Eligible Entries as recorded in Elders' records conducted by a representative of Elders and witnessed by an independent person at Level 10, 80 Grenfell Street, Adelaide SA 5000 at 12:00pm AEST on Friday, 13 September 2024;
- 8.3. the Prize will be allocated in the order in which it is drawn. 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;
- 8.4. Prize winners will be notified by telephone and email within 7 days of the draw; and
- 8.5. if after making reasonable attempts to contact or locate a winner, Elders is unable to do so by Friday, 11 October 2024, then that fact will be published in an appropriate forum and a redraw will be conducted at 12:00pm AEST on Friday, 18 October 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](http://www.elders.com.au) on Tuesday, 17 September 2024 or, in the event of a redraw, on Tuesday, 24 September 2024; and
- 9.2. Elders' Facebook page on Tuesday, 17 September 2024;

10. Elders will use reasonable endeavours to deliver the Prize within 28 days of the draw or any redraw. Delivery will be at Elders' cost as will any administrative costs associated with delivery.

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 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 information 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 or its 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.
14. Elders or any of its 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 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 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 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 and contractors of Elders 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 entrant's 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 and/or authorities for the Promotion: New South Wales TP/03234.
28. In these Terms and Conditions:
- 28.1. **Victoria and NSW Riverina Region** means Elders branches in Victoria and the following locations in New South Wales:
- 28.1.1. Adelong;
  - 28.1.2. Albury;
  - 28.1.3. Ariah Park;
  - 28.1.4. Balranald;
  - 28.1.5. Barham;
  - 28.1.6. Coleambally;
  - 28.1.7. Deniliquin;
  - 28.1.8. Finley;
  - 28.1.9. Griffith;
  - 28.1.10. Gundagai;
  - 28.1.11. Hay;
  - 28.1.12. Hillston;
  - 28.1.13. Holbrook;
  - 28.1.14. Jerilderie;

28.1.15. Lake Cargelligo;

28.1.16. Narrandera;

28.1.17. Tumut;

28.1.18. Wagga Wagga;

28.1.19. Walla Walla; and

28.1.20. West Wyalong.

28.2. **Product** means any of the eligible agricultural animal health and general merchandise products that are allocated to, or listed with, Elders' animal health and general merchandise category from 1 June 2024 to 31 August 2024.

28.3. **Supplier Group A** includes Zoetis Pty Ltd Australia products and Virbac Australia products.

28.4. **Supplier Group B** includes Waratah Pty Ltd products.



Claire McKie  
ELDERS RURAL SERVICES AUSTRALIA LIMITED  
LEVEL 36 55 COLLINS ST  
MELBOURNE VIC 3000

## Trade Promotion Authority

NSW Authority Number	<b>TP/03561</b>
This document certifies that	<b>ELDERS RURAL SERVICES AUSTRALIA LIMITED</b>
ABN (if applicable)	<b>72004045121</b>
from	<b>30 May 2024</b>
until	<b>29 May 2025</b>

Subject to the *Community Gaming Act 2018 and Community Gaming Regulation 2020*

This authority is approved under delegation from the Minister administering the *Community Gaming Act 2020*

## Important information

Operators must be aware of, and abide by, all their obligations under the *Community Gaming Act 2018*, the *Community Gaming Regulation 2020* and any other relevant Acts and Regulations related to the conduct of their authorised gaming activity. This includes but is not limited to, the *Charitable Fundraising Act 1991*, *Gaming Machines Act 2001* and their supporting Regulations

For gaming activities requiring an authority, operators must provide a copy of the gaming rules to NSW Fair Trading at least 10 working days before the activity takes place.

Please contact us on 13 32 20 or at [CELottery@customerservice.nsw.gov.au](mailto:CELottery@customerservice.nsw.gov.au) for further information.