

TERMS AND CONDITIONS
ELDERS CONTENT CREATORS 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' **Content Creators Campaign (Campaign)** is conducted in two separate streams:
 - 2.1.1. **Stream A – Calendar Photo Competition**, details of which are set out in **Schedule A**; and
 - 2.1.2. **Stream B – Social Media Content Competition**, details of which are set out in **Schedule B**.
3. **Campaign Period**
 - 3.1. The applicable opening and closing dates, times, and time zone for each Stream are set out in the relevant Schedule. Entries received outside the applicable Campaign Period for the relevant Stream will not be accepted.
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, 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 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 a member of the Panel (as defined in clause 8) or an immediate family member of a Panel member (as defined in clause 21).
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 each Stream must be made strictly in accordance with the requirements set out in these Terms and Conditions and in the relevant 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. 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 relevant 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 applicable to each Stream are set out in the relevant 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;
 - 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.
- 10.5. Winner publication arrangements are set out in the relevant 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 a Stream is adversely affected by any cause beyond Elders' reasonable control, Elders reserves the right, to the extent permitted by law, to cancel, terminate, modify, or suspend the Campaign or the affected Stream.

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.

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. in the case of Stream A, using winning Content in the 2027 calendar and related promotional materials;
 - 18.3.4. in the case of both Streams, using winning and finalist Content on Elders' websites, digital channels, social media channels, publications, and other promotional materials; and
 - 18.3.5. 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 of official Campaign publication, but is not obliged to provide attribution in every use of Content permitted by these Terms and Conditions.

19. Indemnity and Release

- 19.1. To the extent permitted by law, the entrant releases and forever discharges Elders and its officers, employees, agents, contractors, and representatives, from all claims, suits, actions, causes of action, costs, expenses, losses, and liabilities arising out of or in connection with:
 - 19.1.1. the entrant's participation in the Campaign;
 - 19.1.2. any breach by the entrant of these Terms and Condition;
 - 19.1.3. the entrant's acceptance or use of a prize; and
 - 19.1.4. Elders' lawful exercise of rights granted under these Terms and Conditions.
- 19.2. The entrant indemnifies Elders and its officers, employees, agents, contractors, and representatives against all claims, losses, liabilities, costs, and expenses suffered or incurred by any of them arising out of or in connection with:
 - 19.2.1. any breach by the entrant of these Terms and Conditions;
 - 19.2.2. any breach of warranty given by the entrant;
 - 19.2.3. any allegation that the Content infringes any third party right; or
 - 19.2.4. any use by Elders of the Content in accordance with these Terms and Conditions.
- 19.3. Nothing in these Terms and Conditions excludes, restricts, or modifies any rights or remedies that cannot lawfully be excluded, restricted, or modified.

20. Third Party Supplier Terms

- 20.1. 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.

21. Ineligible Persons

- 21.1. Employees of Elders, any agency involved in the Campaign, suppliers directly involved in the Campaign, members of the Panel, and immediate family members of each member of the Panel, are ineligible to enter.
- 21.2. For the purpose of clause 21, 'immediate family' includes a spouse, de facto 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.

22. Governing Law

- 22.1. 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 A

STREAM A – CALENDAR PHOTO COMPETITION

1. Campaign Period

- 1.1. Stream A commences at 9:00am Australian Central Standard Time (“**ACST**”) on Wednesday, 1 July 2026 and closes at 11:59pm ACST on Friday, 31 July 2026.

2. Entry Mechanic

- 2.1. To enter Stream A, an entrant must:
 - 2.1.1. take an original photograph responding to and best demonstrating the theme, ‘**Australian Agricultural Moments**’;
 - 2.1.2. complete and submit the online entry form made available by Elders at <https://elders.com.au/about-us/calendar-competition/>;
 - 2.1.3. upload the photograph in High Resolution via the entry channel specified by Elders at <https://elders.com.au/about-us/calendar-competition/>;
 - 2.1.3.1. High Resolution means an image that is:
 - 2.1.3.1.1. in JPEG format;
 - 2.1.3.1.2. at least 200mm x 155mm at 300dpi; and
 - 2.1.3.1.3. at least 2 megabyte in size.
- 2.2. Entries and associated submission data may be stored in Elders’ systems and third-party platforms engaged by Elders, including those operated by Monday.com.

3. Multiple Entries

- 3.1. Multiple entries are permitted, provided each photograph is a separate original work and each entry is submitted separately.

4. Judging Criteria

- 4.1. Entries will be judged on:
 - 4.1.1. image composition (sharpness, balance, and use of light);
 - 4.1.2. creativity and artistic quality; and
 - 4.1.3. relevance to the theme.

5. Judging Period and Location

- 5.1. Entries will be judged during the period commencing Monday, 3 August 2026 and concluding Friday, 25 September 2026 at 80 Grenfell Street, Adelaide, SA 5000.

6. Prizes

- 6.1. Thirteen (13) winning entries will be selected, comprising:
 - 6.1.1. one (1) **Cover Page Winner**; and
 - 6.1.2. twelve (12) **Monthly Winners**.
- 6.2. The Cover Page Winner will receive:
 - 6.2.1. one (1) prepaid EFTPOS card valued at **AUD \$500.00**; and
 - 6.2.2. attribution for their photograph via the Elders website and Elders’ social media channels in connection with the winning photograph.
- 6.3. Each **Monthly Winner** will receive:
 - 6.3.1. one (1) prepaid EFTPOS card valued at **AUD \$250.00**; and
 - 6.3.2. attribution for their photograph via the Elders website and Elders’ social media channels in connection with the winning photograph.
- 6.4. Subject to these Terms and Conditions, winning entry photographs may be featured in the Elders 2027 calendar.

7. Notification, Response, and Publication

- 7.1. Winning entrants will be notified by telephone and/or email by 5:00pm ACST on Friday, 25 September 2026.
- 7.2. Winning photographs and the names of winning entrants may be published on the Elders website and may also be featured across Elders' social media channels.

SCHEDULE B

STREAM B – SOCIAL MEDIA CONTENT COMPETITION

1. Campaign Period

- 1.1. Stream B commences at 9:00am Australian Central Standard Time (“**ACST**”) on 1 July 2026 and closes at 11:59pm ACST on 26 July 2026.

2. Entry Mechanic

- 2.1. To enter Stream B, an entrant must:
 - 2.1.1. Step 1: Create Content
create an original Reel [30 seconds or less] responding to and best demonstrating the theme ‘Australian Agricultural Moments’;
 - 2.1.2. Step 2: Complete the Entry Form
complete and submit the online entry form made available by Elders at <https://elders.com.au/about-us/calendar-competition/>;
 - 2.1.3. Step 3: Submit the Content
upload the Reel [30 seconds or less] via that online entry form
 - 2.1.4. Step 4: Provide Instagram Details;
provide their Instagram handle in the online entry form;
 - 2.1.5. Step 5: Submit the Entry
submit the entry in accordance with these Terms and Conditions.
- 2.2. Entries must be submitted via the online entry form. Elders may deem invalid any entry submitted through any other method.
- 2.3. Entries and associated submission data may be stored in Elders’ systems and third-party platforms engaged by Elders, including those operated by Monday.com.

3. Multiple Entries

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

4. Additional Platform Compliance

- 4.1. This competition is in no way sponsored, endorsed, administered by, or associated with Instagram or Meta Platforms, Inc.
- 4.2. Entrants release Instagram and Meta Platforms, Inc. from liability arising from the entrant’s participation to the extent permitted by law.
- 4.3. Entrants must comply with Instagram’s applicable terms, community guidelines promotion guidelines, and music licensing rules.

5. Judging Criteria

- 5.1. Eligible entries received during the Stream B Campaign Period will be judged by a panel appointed by Elders.
- 5.2. Entries will be judged on:
 - 5.2.1. creativity and originality; production quality;
 - 5.2.2. storytelling and engagement; and
 - 5.2.3. relevance to the theme and the Elders brand.

6. Judging Period and Location

- 6.1. Entries will be judged within the following judging periods:

- 6.1.1. Week 1: Entries received between 1 July 2026 and 5 July 2026 (inclusive), with the winner announced on Monday, 6 July 2026;
 - 6.1.2. Week 2: Entries received between 6 July 2026 and 12 July 2026 (inclusive), with the winner announced on Monday, 13 July 2026;
 - 6.1.3. Week 3: Entries received between 13 July 2026 and 19 July 2026 (inclusive), with the winner announced on Monday, 20 July 2026; and
 - 6.1.4. Week 4: Entries received between 20 July 2026 and 26 July 2026 (inclusive), with the winner announced on Monday 27 July 2026.
 - 6.2. Entries will be judged at 80 Grenfell Street, Adelaide, SA 5000.
- 7. Prizes**
- 7.1. Four (4) winning entries will be selected, comprising one (1) weekly winner for each judging period.
 - 7.1.1. Each winning entrant will receive one (1) prepaid EFTPOS card valued at **AUD \$500.00**.
 - 7.1.2. Notification, Response, and Publication**
 - 7.2. By entering Stream B, entrants acknowledge and agree that if selected as a winner:
 - 7.2.1. Elders may repost, publish, share, and promote the winning Content across Elders' digital channels, including but not limited to Instagram, Facebook, websites, email communications, and marketing materials;
 - 7.2.2. they grant Elders a non-exclusive, royalty-free, worldwide licence to use, reproduce, publish, adapt, and communicate the winning Content for promotional and marketing purposes.
 - 7.3. 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.
 - 7.4. Winners will be required to have a public Instagram account and follow @eldersruralservices on Instagram.
 - 7.5. At its discretion, Elders reserves the right to verify the validity of entries and entrants and to disqualify any entrant who fails to comply with these Terms and Conditions.
 - 7.6. Weekly winning entrants will be notified via phone and/or email by 5:00pm ACST on the applicable announcement date, pursuant to section 6 of Schedule B to these Terms and Conditions.
 - 7.7. Winners will be contacted using the details provided in their entry form and may be required to provide additional information to facilitate prize fulfilment.
 - 7.8. Prizes will be distributed following verification of the winner's eligibility and compliance with these Terms and Conditions.
 - 7.9. If a winning entrant cannot be contacted, fails to respond within seven (7) calendar days, or is deemed ineligible at Elders' discretion, Elders reserves the right to select an alternative winner using the same judging criteria.
 - 7.10. Winning Content and the names of winning entrants may be published on the Elders website and may also be featured across Elders' social media channels.