

# TERMS & CONDITIONS

## Schedule to Terms & Conditions of entry

<b>Promotion name</b>	BASF/Nutrien Ag Educational Institution Competition 2023
<b>Eligible Region</b>	Western Australia
<b>Eligibility</b>	<p>Entry to the Promotion is open to Agricultural Institutions (the representative of which is which is 18 years of age or older) located in the Eligible Region that fulfil the Entry Procedure requirements.</p> <p><b>Agricultural Institution</b> means any secondary or tertiary educational institution with a dedicated agricultural program or course.</p>
<b>Promotion Period</b>	<p>Start: 9:00 AM AEST 16<sup>th</sup> October 2023</p> <p>End: 5:00 PM AEST 15<sup>th</sup> December 2023</p>
<b>Website address</b>	<a href="https://crop-solutions.basf.com.au/Brad_Ness_Comp">https://crop-solutions.basf.com.au/Brad_Ness_Comp</a>
<b>Promoter</b>	<p>BASF Australia Ltd</p> <p>ABN: 62 008 437 867</p> <p>Level 12, 28 Freshwater Place</p> <p>Southbank VIC 3006</p>
<b>Entry Procedure</b>	<p>To enter, entrants must complete an online entry form during the Promotion Period, including a written submission telling us why their Agricultural Institution should win a key note address presented by Brad Ness.</p>
<b>Maximum Number of Entries</b>	<p>Only one entry per eligible agricultural institution for the Promotion Period.</p>
<b>Winner selection</b>	<p>Winners of each of the five (5) prizes will be selected based on the top 5 best written submissions explaining why their Agricultural Institution should win the key note address presented by Brad Ness, as determined by the judges in their absolute discretion. Judging will be conducted by a member or members of the Promoter. Each entry will be individually judged according to the creative merit of the entry. The Promoter's decision in relation to any aspect of the competition will be final and binding on every person who enters.</p>

	<p>Place: Nutrien Ag Solutions Limited  Location: Level 1, 2 Birksgate Road, North Fremantle, WA 6159  Date: 18<sup>th</sup> December 2023  Time: 10:00 am AWST</p> <p>This is a game of skill. Chance plays no part in the determination of the winner.</p>
<b>Details of prizes</b>	<p>Win a motivational experience with Brad Ness:</p> <ul style="list-style-type: none"> <li>• Key note address presented by Brad Ness, to be held at the winning Agricultural Institutions; and</li> <li>• Dinner / catering for up to 40 students and 5 staff members</li> </ul>
<b>Total number of prizes</b>	Five (5).
<b>Total prize value</b> (in Australian dollars)	Total prize pool (inc GST): AUD \$20,000
<b>Notification of winners</b>	Winners will be notified via email no later than 22 <sup>nd</sup> December 2023.
<b>Unclaimed prize</b>	If the prizes are not claimed by 5:00pm AWST 8 January 2024, the Promoter will select another winner at Level 1, 2 Birksgate Road, North Fremantle, WA 6159 at 10:00am AWST 9 January 2024
<b>Notification of unclaimed prize winners</b>	Unclaimed prize winners will be notified via email no later than 5:00pm AWST 9 January 2024.

## Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms of entry must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms of entry and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to Agricultural Institutions (the representative of which is which is 18 years of age or older) located in the Eligible Region that satisfy the Entry Procedure requirements. Winners will be selected as outlined under 'Winner selection' above. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter.
3. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
4. The entrants must follow the Entry procedure during the Promotion Period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an entrant if their entry is deemed invalid.
5. The Promoter takes no responsibility for late, lost or misdirected entries. Incomplete, illegible or incomprehensible entries will be deemed invalid.
6. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
7. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details.
8. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
9. In the event of an Unclaimed prize, the Promoter will attempt to contact the winner(s) of the Unclaimed prize in accordance with the Notification of unclaimed prize section of the Schedule.

10. . By entering the Promotion, an entrant releases and indemnifies the Promoter, its related bodies corporate (including the officers, employees and agents of each) and the agencies and companies associated with this Promotion, from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
11. The Promoter may in its absolute discretion may disqualify a store, or cancel the entire Promotion at any time without giving reasons and without liability to any eligible winners, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of eligible winners and prize claims and to disqualify any store who submits a prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority.
13. Winning agricultural institutions consent to the Promoter using the personal information provided in connection with this Promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
14. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles.
15. The Promotion and these Terms of entry will be governed by the law of the state or territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that state or territory in connection with disputes concerning the Promotion.
16. Facebook, YouTube, Instagram, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, or Snapchat; and to release Facebook, YouTube, Instagram, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, or Snapchat.

