

## Delta Agribusiness Pty Ltd

### Syngenta Chainsaw promotion

#### Terms and Conditions

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Entry is via in-store purchase only.
2. Entry is only open to clients aged 18 years or over, or clients that appoint an authorised representative aged 18 years or over to enter on their behalf (**Eligible Customer**) of participating Delta Agribusiness and Lachlan Fertilizers Rural stores set out in clause 3 below (**Participating Stores**). For the avoidance of doubt, the client is the Eligible Customer, not the authorised representative (ie. individual).
3. The **Participating Stores** are:
  - (a) Delta Agribusiness Ardlethan (18 Mirrool St, Ardlethan NSW 2665)
  - (b) Delta Agribusiness Burren Junction (Kamilaroi Highway, Burren Junction NSW 2386)
  - (c) Delta Agribusiness Caragabal (Mid Western Highway, Caragabal NSW 2810)
  - (d) Delta Agribusiness Coolamon (81 Cowabbie St, Coolamon NSW 2701)
  - (e) Delta Agribusiness Coonamble (20 Hooper Drive, Coonamble NSW 2829)
  - (f) Lachlan Fertilizers Rural Cowra (7391 Boorowa Rd, Cowra NSW 2794)
  - (g) Delta Agribusiness Dubbo (1 Bourke St, Dubbo NSW 2830)
  - (h) Delta Agribusiness Dunedoo (112 Bolaro St, Dunedoo NSW 2844)
  - (i) Lachlan Fertilizers Rural Grenfell (39 Alexander St, Grenfell NSW 2810)
  - (j) Delta Agribusiness Lockhart (Lot 4 Lockhart Industrial Park, Lockhart NSW 2656)
  - (k) Delta Agribusiness Goondiwindi (83-89 Marchall St, Goondiwindi QLD 4390)
  - (l) Delta Agribusiness Gunnedah (32-36 Mullaley Rd, Gunnedah NSW 2380)
  - (m) Delta Agribusiness Harden (25-33 Bundarbo St, Harden NSW 2587)
  - (n) Delta Agribusiness Henty (Lot 100, Railway Parade, Henty 2658)
  - (o) Delta Agribusiness Moree (80 Herber St, Moree NSW 2400)
  - (p) Delta Agribusiness Narrabri (6 Caroline Way, Narrabri NSW 2390)
  - (q) Delta Agribusiness Nevertire (25 Gunningbar St, Nevertire NSW 2826)
  - (r) Delta Agribusiness Quandialla (8 Second St, Quandialla NSW 2721)
  - (s) Delta Agribusiness Temora (122 Hoskins St, Temora NSW 2666)
  - (t) Delta Agribusiness Tottenham (1 Moodana St, Tottenham NSW 2873)
  - (u) Delta Agribusiness Trangie (24 Dandaloo St, Trangie NSW 2823)
  - (v) Delta Agribusiness Wagga Wagga (Lot 4 Bomen Rd, Wagga Wagga NSW 2650)
  - (w) Delta Agribusiness Wee Waa (62 Boolcarrol, Wee Waa NSW 2388)
  - (x) Delta Agribusiness Yass (79 Lead St, Yass NSW 2582)
  - (y) Delta Agribusiness Yerong Creek (7 Plunkett St, Yerong Creek NSW 2642)
  - (z) Delta Agribusiness Young (287 Boorowa St, Young NSW 2594)
4. Employees (and their immediate families) of either Delta Agribusiness Pty Ltd (the **Promoter**) (ABN 93 118 781 445) of 287 Boorowa St Young, NSW, 2594, or Syngenta (Australia) Pty Ltd (ABN 33 002 933 717) of 1/2-4 Lyonpark Rd, Macquarie Park NSW 2113, are ineligible to enter. Immediate family means any of the following: parents, spouses, siblings, children (connected by birth, adoption, marriage, civil partnership, or cohabitation), grandparents, grandchildren, siblings-in-law, half-siblings and step-parents/step-children, and cohabiting partners.
5. The promotion commences at 08:00 AEST on 1 April 2021. Entries close at 17:30 AEST or last purchase made on 31st August 2021 (**Promotional Period**).
6. No entries will be accepted outside of the Promotional Period.
7. The Promoter reserves the right, at any time, to verify the validity of all entries and Eligible Customers (including an authorised representative's identity, age and place of

residence) and to disqualify any Eligible Customer who submits or whose authorised representative submits an entry that is not in accordance with these Terms and Conditions or tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

8. To be eligible to enter, an Eligible Customer or the authorised representative of an Eligible Customer must spend \$2,000 plus gst on any Syngenta products, for every \$2,000 plus gst spent the purchaser will receive (1) ticket in the draw during the Promotional Period (**Eligible Purchase**).
9. For every Eligible Purchase made during the Promotional Period, the Eligible Customer will receive one (1) entry ticket in the prize draw. The tickets and purchase spend are accumulative, total spend calculated between the promotional period, for every \$2,000 spend will receive (1) ticket in the draw.
10. Entry tickets will be recorded electronically by the Promoter.
11. Eligible Customers must retain their original purchase receipt(s) or invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of an Eligible Customer's entry and forfeiture of any right to a prize. Purchase receipt(s)/invoice(s) must clearly specify that the purchase was made during the Promotional Period but prior to entry.
12. The prize draw (total of 26 x primary prizes) will take place at 12:00PM AEST on Monday 13 September 2021 at Delta Agribusiness Young, 287 Boorowa St, Young NSW 2594. There will be (26) prizes drawn electronically.
13. The first 26 valid entries drawn will each win a Stihl MS311 chainsaw with case (**prize**). Each prize is valued at \$1,299 including GST.
14. Total prize pool value in this promotion is \$33,774 including GST.
15. Prize draw winners will be contacted by telephone within 2 business days from the date of the primary prize draws to notify them of their win.
16. Details of the primary prize draw winner and their prize will be published on the Promoter's website ([www.deltaagribusiness.com.au](http://www.deltaagribusiness.com.au)) from the next business day after the primary prize draw for a period of at least 28 days from the time of publication.
17. Primary prize draw winners will have until Thursday, 30 September 2021 to claim their prize.
18. In the event that the primary prize draw winners do not claim their prize by the date specified above, the unclaimed prize draw will be held two (2) months after the primary prize draw at 14:00 AEST on Monday, 15 November 2021 at Delta Agribusiness, 287 Boorowa St, Young NSW 2594.
19. Any costs associated with the collection, delivery, insurance or ongoing registration of the Prize are to be covered by the winner and will not be covered or reimbursed by the Promoter.
20. Prizes must be taken as offered and cannot be varied. Each prize must be taken in the name of the Eligible Customer and is not transferable or exchangeable. Prizes are not redeemable for cash.

21. Eligible customers consent to the Promoter using the Eligible Customer's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Customer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. If there is a dispute as to the identity of an authorised representative of an Eligible Customer, the Promoter reserves the right, in its sole discretion, to determine the identity of the authorised representative.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of a prize.
26. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on Eligible Customers providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the authorised representative of the Eligible Customer. Authorised representatives should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
27. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
28. The Promoter is Delta Agribusiness Pty Limited (ABN 93 118 781 445) of 287 Boorowa St, Young, NSW, 2954. Phone: 02 6382 6622.