

Delta Agribusiness Pty Ltd

Delta Agribusiness Kenso Agcare – “Big Haul” 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 customers of participating Delta Agribusiness or Lachlan Fertilizers Rural stores aged 18 years or over who do not have any overdue amounts on any account held with Delta Agribusiness or Lachlan Fertilisers Rural (**Eligible Customer**). An Eligible Customer may appoint an authorised representative aged 18 years or over to enter on their behalf. For the avoidance of doubt, the client is the Eligible Customer, not the authorised representative (ie. individual).
3. The participating Delta Agribusiness and Lachlan Fertilizers Rural stores (**Participating Stores**) are:
 - (i) **Northern Participating Stores:**
 - (a) Delta Agribusiness Burren Junction (Kamilaroi Highway, Burren Junction NSW 2386)
 - (b) Delta Agribusiness Coonamble (20 Hooper Drive, Coonamble NSW 2829)
 - (c) Delta Agribusiness Dubbo (1 Bourke St, Dubbo NSW 2830)
 - (d) Sullivan’s Dunedoo (112 Bolaro St, Dunedoo NSW 2844)
 - (e) Delta Agribusiness Elong Elong (3 Dubbo St, Elong Elong NSW 2831)
 - (f) Delta Agribusiness Gunnedah (32-36 Mullaley Rd, Gunnedah NSW 2380)
 - (g) Delta Agribusiness Narrabri (6 Caroline Way, Narrabri NSW 2390)
 - (h) Delta Agribusiness Nevertire (25 Gunningbar St, Nevertire NSW 2826)
 - (i) Delta Agribusiness Trangie (24 Dandaloo St, Trangie NSW 2823)
 - (j) Delta Agribusiness Wee Waa (62 Boolcarrol, Wee Waa NSW 2388)
 - (k) Delta Agribusiness Moree (80 Herber St, Moree NSW 2400)
 - (l) Delta Agribusiness Goondiwindi (83-89 Marchall St, Goondiwindi QLD 4390)
 - (ii) **Southern Participating Stores:**
 - (a) Delta Agribusiness Ardlethan (18 Mirrool St, Ardlethan NSW 2665)
 - (b) Delta Agribusiness Caragabal (Mid Western Highway, Caragabal NSW 2810)
 - (c) Delta Agribusiness Coolamon (81 Cowabbie St, Coolamon NSW 2701)
 - (d) Lachlan Fertilizers Rural Cowra (7391 Boorowa Rd, Cowra NSW 2794)
 - (e) Lachlan Fertilizers Rural Grenfell (39 Alexander St, Grenfell NSW 2810)
 - (f) Delta Agribusiness Harden (25-33 Bundarbo St, Harden NSW 2587)
 - (g) Delta Agribusiness Henty (Lot 100, Railway Parade, Henty 2658)
 - (h) Delta Agribusiness Lockhart (Lot 4 Lockhart Industrial Park, Lockhart NSW 2656)
 - (i) Delta Agribusiness Quandialla (8 Second St, Quandialla NSW 2721)
 - (j) Delta Agribusiness Temora (122 Hoskins St, Temora NSW 2666)
 - (k) Delta Agribusiness Wagga Wagga (Lot 4 Bomen Rd, Wagga Wagga NSW 2650)
 - (l) Delta Agribusiness Yass (44 Comur St, Yass NSW 2582)
 - (m) Delta Agribusiness Yerong Creek (7 Plunkett St, Yerong Creek NSW 2642)
 - (n) 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 Kenso Agcare Pty Limited (**Kenso Agcare**) (ABN 49 115 269 460) of 3C/59 Oxford Street, Bulimba QLD 4171 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 Tuesday, 22 January 2019. Entries close at 17:30 AEST or last purchase made on Thursday, 31 October 2019 (**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 purchase a quantity of any Kenso Agcare product to the value of \$1,000 (excl GST) from a Participating Store during the Promotional Period (**Eligible Purchase**).
9. For every \$1,000 (excl GST) spent during the Promotional Period, amounts are cumulative for the promotional period. the Eligible Customer will receive one (1) entry ticket in the prize draw. e.g. \$2,300.00 (excl GST) cumulative total spent throughout the promotional period = 2 tickets in the draw.
10. Entry tickets will be recorded electronically by the Promoter at the time the Eligible Purchase is made.
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 (primary prize draw) will take place at 12:00PM AEST on Wednesday 4 December 2019 at Delta Agribusiness Young, 287 Boorowa St, Young NSW 2594. There will be two prizes drawn, one for Eligible Customers of Northern Participating Stores and one for Eligible Customers of Southern Participating Stores.
13. The first two valid entries drawn will each win a prize pack including a Redline Trailer 900 Tip Trailer, tipper kit, tyres, tow hitch, parking stand, LED light pack, mud guards and mud flaps (**prize**). Each prize is valued at \$19,138.03 including GST.
14. Total prize pool value in this promotion is \$38,276.06 including GST.
15. Primary prize draw winners will be contacted by telephone within 2 business days from the date of the primary prize draw to notify them of their win.
16. Details of the primary prize draw winners and their prizes will be published on the Promoter's website (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 Monday, 3 February 2020 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 six (6) months after the primary prize

draw at 14:00 AEST on Monday, 3 June 2020 at Delta Agribusiness, 287 Boorowa St, Young NSW 2594.

19. Any costs associated with the collection, delivery, registration, stamp duty or insurance of the Redline Trailer 900 Tip Trailer 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.
Authorised under NSW Permit No. LTPS/??????????.