## Canola Survey

## **Terms and Conditions**

- 1. Information regarding prizes, products and how to enter forms part of these terms and conditions. By entering the promotion entrants accept these terms and conditions.
- 2. Entry is open only to Australian residents who are the addressee of the email invitation to complete the Canola Survey
- 3. The promotion commences at 8:00am (AEDT time) on 11 July 2016 and closes at 5:00pm (Sydney time) on 31 August 2016.
- 4. To enter the promotion, entrants must:
  - a. Be an email recipient of the "Canola Survey" distributed by the promoter;
  - b. Complete all required sections of the "Canola Survey";
  - c. Submit name and mobile phone number at the end of survey.
- 5. Entrants will receive 1 entry for each completed response with a maximum of one entry per email addressee.
- 6. By submitting a registration form the entrant consents to:
  - . the registration form becoming the property of the promoter;
    - a. having their name and details stored on a database that will be maintained by the promoter for the purposes of conducting the promotion, and for updating entrants on information relevant to their business, conducting customer surveys and market research and conducting confidential systems maintenance and testing. This information may be shared with affiliated companies of the promoter and its service providers for the above purposes. Further information into the promoter's privacy policy can be obtained at www.bowmanrichards.com
- 7. The promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- 8. The draws will be conducted 10am 1<sup>st</sup> September 2016 in Sydney by Bowman Richards & Associates. The first valid entry randomly drawn from entries from each state/states will win the major prize for that state/states.
- 9. The prize for each state/states will consist of a 147 Piece Sidchrome Toolbox set valued at \$ 1347 ex GST. Prizes will be awarded for Victoria with 861 possible entries, NSW and SA combined with 569 possible entries, and Western Australia with 1507 possible entries. The promoter reserves the right to substitute the prize for a similar product of equal or greater value.
- 10. Winners will be contacted by phone and or email on the date drawn.

- 11. In the event of the prize not being accepted or claimed within 3 months of the draw, the relevant entrant's entry will be deemed invalid the promoter reserves the right to conduct such further draws 10am 15 December in Sydney by Bowman Richards & Associates as are necessary to distribute the prize, subject to any written directions given by any relevant authority.
- 12. The prize is not transferable or exchangeable and cannot be redeemed for cash. If the winner of any prizes is under the age of 18 years at the closing date of the promotion, the prizes will be awarded to the winner's parent or guardian.
- 13. The winner is responsible for any transport or delivery costs associated with the transfer of the prize from the point of collection to the destination nominated by the winner;
- 14. The determination of whether an entrant has met these terms and conditions, including the determination as to whether a registration form is validly completed, is entirely at the discretion of the promoter and no correspondence will be entered into.
- 15. The promoter (and each associated agency and company of the promoter) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowed by law).
- 16. By entering this competition in accordance with these Terms and Conditions, entrants accept that there are inherent risks involved in undertaking activities associated with the prize. The winner agrees to:
  - release and indemnify the promoter from and against all liabilities, claims, damages, suits, expenses, causes of action, injuries and losses of any description whatsoever in respect of any loss or damage whatsoever (whether direct or consequential and including but not limited to personal injury, death and property damage) suffered by the winner or any third party arising after the date of the draw in any way out of or related to the winner's participation in this competition, activities associated with the prize (even if such loss or damage is caused or contributed to by negligence for which the promoter would be liable but for this clause); and
  - sign an indemnity and exclusion of liability form (provided by the promoter) in favour of all parties involved in this competition and/or providing the prize, prior to receipt of the prize. If the winner does not sign the indemnity form provided by the promoter within the time requested by the promoter, the winner's entry will be deemed invalid.
- 17. The promoter may require proof of identity of any entrant, including proof of age and residency, as a condition of entering the promotion or accepting the prize.
- 18. If for any reason the promotion is not capable of operating as planned, and subject to State Legislation, the promoter may cancel, suspend or amend the promotion, as required.

- 19. At its sole discretion and at any time prior to the winner signing an indemnity and release, the promoter may substitute the prize for another toolbox set of equal value.
- 20. The promoter accepts no responsibility for any tax implications that may arise for an entrant who wins the prize.
- 21. The promoter's decisions in relation to the promotion are final, and no correspondence will be entered into.
- 22. The promoter is Bowman Richards & Associates
- 23. Authorised under NSW permit LTPS/16/05405