

Incitec Pivot Fertilisers Level 8, 28 Freshwater Place Southbank Victoria 3006

Terms and Conditions – 2025 Incitec Pivot Fertilisers and Easy Liquids 'Win a Boat' Promotion (TP 25/01034 / GOCAU-2624 / T25_711)

- 1. The promoter is Incitec Fertilisers Operations Pty Ltd (ABN 56 103 709 155) of Level 8, 28 Freshwater Place, Southbank, VIC 3006 ("Promoter"). Telephone +61 3 8695 4400.
- 2. The promotion is the 2025 Incitec Pivot Fertilisers and Easy Liquids Win a Boat Promotion ("Promotion").
- 3. Information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
- 4. If there is any inconsistency between these Terms and Conditions and anything else that refers to this Promotion, these Terms and Conditions will prevail.

Who can enter

- 5. Entry into the Promotion is open to persons and businesses who meet the following criteria: (a) are a person who is aged 18 years or over, or are businesses operating in Australia; (b) that own or manage a farming operation in South Australia, Queensland, New South Wales, Australian Capital Territory and/or Victoria; (c) confirm entry details including contact information; (d) have purchased any eligible bulk Easy Liquids product and/or Easy N (outlined in section 13) between 08/05/2025 and 30/06/2025 from their nominated IPF dealer/agent.
- 6. Persons employed by the Promoter, including business directors and managers, as well as their immediate family members, are not permitted to participate. Immediate family members are defined as, but not limited to, spouse, ex-spouse, de-facto spouse, child (whether natural or by adoption), stepchild, parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, siblings, stepsiblings or first cousin.
- 7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address, and/or proof of entry to claim a prize. Proof of identification, residency, and entry considered suitable for verification is at the discretion of the Promoter. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole, and the prize will be redrawn.



When to enter

- 8. The Promotion commences at 12:00am AEST on 08/05/2025 and ends at 11:59pm AEST on 30/06/2025 ("Promotional Period"). Entries must be received by the Promoter prior to the Promotion close date and time.
- 9. The Promoter accepts no responsibility for any late, lost, or misdirected entries including email messages not received by the Promoter or delays in the delivery of the email message due to technical disruptions, network congestion, or for any other reason.

How to enter

- 10. Entrants must have an order dispatched for a bulk load (minimum quantity specified below) of an EASY Liquids and/or Easy N product during the Promotional Period.
- 11. The Promoter reserves the right, in its sole discretion, to investigate proof of purchase of eligible products. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
- 12. The eligible IPF Liquid products are:
 - A. EASY N (bulk)
 - B. EASY Liquids Range (bulk)
- 13. If all Terms and Conditions are met, the entrant will receive one entry per every bulk despatch of 18,000 litres or above of eligible product purchased, as mentioned in section 13, for the duration of the promotion.
- 14. As a condition of entering, you are agreeing to receive the Promoter's free newsletter and potential telephone call and mail correspondence from the Promoter.
- 15. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who does not meet the requirements for a valid entry under these Terms & Conditions of Entry, or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion, which is fraudulent, misleading, deceptive, or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.



Draw and Notification of winner

- 16. The winners will be drawn from valid entries submitted by these Terms and Conditions, by random selection by the Promoter at 10:00am on 7 July 2025 at Incitec Pivot Fertilisers of Level 8, 28 Freshwater Place, Southbank, VIC 3006.
- 17. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Promotion result or any other decisions the Promoter makes in connection with the Promotion.
- 18. The winner/s will be notified by telephone and email within seven days of the draw. In addition, the winner/s SURNAME, FIRST INITIAL and POSTCODE will be supplied to the IPF dealer where the product was purchased and published on IPF and Easy Liquids social media including, but not limited to LinkedIn and Facebook. These details will be published 30 days of the draw.
- 19. Prizes will be awarded to the person named in the entry, or nominees as agreed to by the Promoter.
- 20. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 21. Subject to State Regulation, an unclaimed prize draw will take place at Incitec Pivot Fertilisers of Level 8, 28 Freshwater Place, Southbank, VIC 3006 at 10:00am on 21 July 2025. The winner/s of the unclaimed prize draw will be notified by telephone and email within two days of the draw. In addition, the winner/s SURNAME, FIRST INITIAL and POSTCODE will be supplied to the IPF dealer where the product was purchased and published on IPF and Easy Liquids social media including, but not limited to LinkedIn and Facebook. These details will be published 30 days of the draw.

Prize on offer

- 22. 1 (one) x major prize draw.
- 23. Major prize valued up to \$25,000 (including GST), as at 2 May 2025.
- 24. The major prize consists of:
 - 1. One IPF and Easy Liquids branded Boat: Quintrex 420 Busta, Blade Hull boat and 1,098kg trailer. Outboard motor: Suzuki 40HP Big Tiller, Four stroke
- 25. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- 26. The prize delivery must be arranged on or before 18th August 2025 ("prize expiry date"). Any extensions or delays to despatch must be approved by the Promoter in writing.



- 27. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 28. Prizes cannot be transferred, exchanged, or redeemed for cash.
- 29. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, and agents) excludes all liability for any personal injury, any loss or damage (including but not limited to loss of opportunity and loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where such liability may arise out of the following:
 - 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 participant gift that is late, lost, altered, damaged, or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d) any variation in gift value to that stated in these Terms and Conditions
- 30. The winner/s (and their companion/s) is/are responsible for all other expenses, including insurance, petrol, maintenance, and all other associated costs of owning prize.

Further Terms and Conditions

- 31. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel, or suspend this Promotion if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity, or proper conduct of the Promotion. The Promoter will disqualify any individual who has not complied with the entry process or any other aspect of this Promotion.
- 32. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 33. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the 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.
- 34. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner cannot satisfy these Terms and Conditions.



Copyright, Statutory guarantees, Waiver and liability

- 35. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image, and/or voice, as recorded, photographed, or filmed during the winner's participation in the awarding or announcing of the winner of the prize to appear in connection with the Promoter's advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- 36. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted, or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by an entrant or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 37. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 38. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this Promotion. Any disclosure of such information will be made as required by law or permitted by these Terms and Conditions, but no further use of this information will be made without prior consent.
- 39. All entries will be entered into a database and The Promoter may use the entrant's names, addresses, and telephone numbers for future promotional, marketing, and publicity purposes without notice and without any fee being paid. By entering, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify, or delete the entrant's details should be directed to the Promoter.

Incitec Pivot Fertilisers 1800 009 832

<u>ipf.communications@incitecpivot.com.au</u> (Subject: Please remove my details from your database for marketing purposes)

40. All entry details will be handled in accordance with IPL's privacy policy, available below:



https://www.incitecpivot.com.au/privacy

Promotional Permit Number: South Australia – T25_711

Promotional Permit Number: New South Wales - GOCAU-2624

Promotional Permit Number: Australian Capital Territory - TP 25/01034