



Incitec Pivot Fertilisers
Level 8, 28 Freshwater Place
Southbank VIC 3006
Australia

**Terms and Conditions – 2024 Incitec Pivot Fertilisers and Easy Liquids Win a Boat Promotion
(NSW / ACT permit numbers TP/03375, TP/24_00520)**

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 2024 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 01/05/2024 and 15/07/2024 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 01/05/2024 and ends at 11:59pm AEST on 15/07/2024 (“Promotional Period”). Entries must be received by the Promoter prior to the Promotion close date and time.
9. The time of entry will in each case be the time the entry email (form completion) is received by the Promoter, not at the time of transmission by the entrant.



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10. 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

11. Entrants must receive delivery of a bulk load (minimum quantity specified below) of an EASY Liquids and/or Easy N product during the Promotional Period and have confirmed their details for competition entry with their Incitec Pivot Fertilisers reseller or agent. This information, including relevant IPF dealers, business names, and contact details, will be used to contact entrants to determine proof of purchase.
12. 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.
13. The eligible IPF Liquid products are:
 - A. EASY N (bulk)
 - B. EASY Liquids Range (bulk)
14. 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.
15. 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.
16. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that 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

17. The winners will be drawn from valid entries submitted by these Terms and Conditions, by random selection by the Promoter at 10.00am on 7th August 2024 at Incitec Pivot Limited of Level 8, 28 Freshwater Place, Southbank, VIC 3006.
18. 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.



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19. The winner/s will be notified by telephone and email within seven days of the draw. In addition, the winner/s name 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.
20. Prizes will be awarded to the person named in the entry, or nominees as agreed to by the Promoter.
21. 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.
22. Subject to State Regulation, an unclaimed prize draw will take place at Incitec Pivot Limited of Level 8, 28 Freshwater Place, Southbank, VIC 3006 on at 10am on 14th August 2024. The winner/s of the unclaimed prize draw will be notified by telephone and email within two days of that draw.

Prize on offer

23. 1 (one) x major prize and 2 (two) minor winners
24. Major Prize valued up to \$25,000 (including GST). Minor Prizes are valued at \$1300 (including GST) each. Total prize pool value is up to \$27,600 (including GST) as at 15th April 2024.
25. The Major Prize consists of:
 1. One IPF and Easy Liquids branded Quintrex Busta 420 fishing boat and trailer, plus One Fishing pack containing an IPF and Easy Liquids branded Yeti Cooler, IPF Fishing Hats, Stubby Coolers, IPF/Easy Liquids fishing shirts & a \$500 BCF gift card.
26. The Minor Prize/s consists of:
 1. One Fishing pack containing an IPF and Easy Liquids branded Yeti Cooler, IPF Hats, Stubby Coolers, IPF/Easy Liquids fishing shirts & a \$500 BCF gift card.
27. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
28. The prize delivery must be arranged before 30/09/2024 ("prize expiry time"). Any extensions or delays to despatch must be approved by the Promoter in writing.
29. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
30. Prizes cannot be transferred, exchanged, or redeemed for cash.
31. 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



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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

32. 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

33. 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.
34. 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.
35. 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.
36. 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

37. 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.



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38. 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.
39. 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.
40. 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.
41. 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

ipf.communications@incitecpivot.com.au

(Subject: Please remove my details from your database for marketing purposes)

42. All entry details will be handled in accordance with IPL's privacy policy, available below:
<https://www.incitecpivot.com.au/privacy>
Promotional Permit Numbers: South Australia
Promotional Permit Numbers: New South Wales
Promotional Permit Numbers: Australian Capital Territory



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**Terms and Conditions – 2024 Incitec Pivot Fertilisers and Easy Liquids Win a Boat Promotion
(SA permit number T24/427)**

43. 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.
44. The promotion is the 2024 Incitec Pivot Fertilisers and Easy Liquids Win a Boat Promotion (“Promotion”).
45. 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.
46. 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

47. 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 01/05/2024 and 15/07/2024 from their nominated IPF dealer/agent.
48. 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.
49. 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

50. The Promotion commences at 12:00am AEST on 01/05/2024 and ends at 11:59pm AEST on 15/07/2024 (“Promotional Period”). Entries must be received by the Promoter prior to the Promotion close date and time.
51. The time of entry will in each case be the time the entry email (form completion) is received by the Promoter, not at the time of transmission by the entrant.



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52. 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

53. Entrants must receive delivery of a bulk load (minimum quantity specified below) of an EASY Liquids and/or Easy N product during the Promotional Period and have confirmed their details for competition entry with their Incitec Pivot Fertilisers reseller or agent. This information, including relevant IPF dealers, business names, and contact details, will be used to contact entrants to determine proof of purchase.
54. 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.
55. The eligible IPF Liquid products are:
C. EASY N (bulk)
D. EASY Liquids Range (bulk)
56. 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.
57. 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.
58. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that 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

59. The winners will be drawn from valid entries submitted by these Terms and Conditions, by random selection by the Promoter at 10.00am on 7th August 2024 at Incitec Pivot Limited of Level 8, 28 Freshwater Place, Southbank, VIC 3006.
60. 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.



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61. The winner/s will be notified by telephone and email within seven days of the draw. In addition, the winner/s name 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.
62. Prizes will be awarded to the person named in the entry, or nominees as agreed to by the Promoter.
63. 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.
64. Subject to State Regulation, an unclaimed prize draw will take place at Incitec Pivot Limited of Level 8, 28 Freshwater Place, Southbank, VIC 3006 on at 10am on 21st August 2024. The winner/s of the unclaimed prize draw will be notified by telephone and email within two days of that draw.
65. The unclaimed prize draw winner/s will be notified by telephone and email within seven days of the draw. In addition, the winner/s name 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.

Prize on offer

66. 1 (one) x major prize and 2 (two) minor winners
67. Major Prize valued up to \$25,000 (including GST). Minor Prizes are valued at \$1300 (including GST) each. Total prize pool value is up to \$27,600 (including GST) as at 15th April 2024.
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 1. One IPF and Easy Liquids branded Quintrex Busta 420 fishing boat and trailer, plus One Fishing pack containing an IPF and Easy Liquids branded Yeti Cooler, IPF Fishing Hats, Stubby Coolers, IPF/Easy Liquids fishing shirts & a \$500 BCF gift card.
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70. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
71. The prize delivery must be arranged before 30/09/2024 ("prize expiry time"). Any extensions or delays to despatch must be approved by the Promoter in writing.
72. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.



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73. Prizes cannot be transferred, exchanged, or redeemed for cash.
74. 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:
- e) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - f) any theft, unauthorised access, or third-party interference;
 - g) 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;
 - h) any variation in gift value to that stated in these Terms and Conditions
75. 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

76. 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.
77. 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.
78. 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.
79. 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.



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Copyright, Statutory guarantees, Waiver and liability

80. 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.
81. 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.
82. 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.
83. 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.
84. 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.

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1800 009 832

ipf.communications@incitecpivot.com.au

(Subject: Please remove my details from your database for marketing purposes)



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85. All entry details will be handled in accordance with IPL's privacy policy, available below:
<https://www.incitecpivot.com.au/privacy>
Promotional Permit Numbers: South Australia
Promotional Permit Numbers: New South Wales
Promotional Permit Numbers: Australian Capital Territory