

**NUSEED HYBRID TRIAZINE TOLERANT PROMOTION
TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Hybrid TT canola growers in Australia (excluding NT and TAS).
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Entries into the promotion open on 1 November 2023 and close at 11:59PM AEST on 31 May 2024 (“**Promotional Period**”).
6. To receive automatic entry into the draw, entrants must purchase Nuseed HyTTec Trident, HyTTec Trophy, HyTTec Trifecta or HyTTec Velocity canola seed from a participating retailer during the Promotional Period. Entrants will receive automatic entry into the draw as follows:
 - (a) One (1) automatic entry for any purchase of Nuseed HyTTec Trident, HyTTec Trophy, HyTTec Trifecta or HyTTec Velocity canola seed from a participating retailer during the Promotional Period; and
 - (b) One (1) bonus entry for any purchase of Nuseed HyTTec Trident, HyTTec Trophy, HyTTec Trifecta or HyTTec Velocity canola seed from a participating retailer during the Promotional Period where that entrant purchased any volume of Nuseed HyTTec Trident, HyTTec Trophy, HyTTec Trifecta or HyTTec Velocity in the 2022/23 season (between 1 October 2022 and 31 May 2023).
7. Only one (1) entry is permitted per person.
8. The Promoter, reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete purchases will be deemed invalid. If, during the Promotion Period and until the prizes are awarded, any eligible purchase is returned for a refund or credit, or exchanged for a product or products that are not eligible for entry into this promotion

(i.e. not Nuseed Hybrid TT Seed), the Promoter reserves the right in its absolute discretion to invalidate any entries awarded in respect of that purchase.

10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. Entries will be divided into four (4) State/Territory groups, as follows: NSW/ACT/QLD, WA, VIC and SA (each a “**State Group**”). One (1) draw will be conducted for each State Group.
12. All draws will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW on 15 August 2024 at 10.00AM AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified via email within two (2) business days of the draw and their names will be published at nuseed.com/au/TTpromo on 22 August 2024.
13. The first ten (10) valid entries drawn in the NSW/ACT/QLD, VIC and SA State Groups and the first twenty (20) valid entries drawn in the WA State Group will each win one (1) Milwaukee Power Tool Set valued at \$1,589.
14. Winners are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.
15. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$15,890 in each NSW/ACT/QLD, VIC and SA State Group. Total prize pool value is \$31,780 in the WA State Group.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. A draw for any unclaimed prizes may take place on 16 September 2024 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners, if any, will be notified via email within two (2) business days of the draw and their names will be published at nuseed.com/au/TTpromo on 23 September 2024
21. Entrants consent to the Promoter using their 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 promotion (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 technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

23. 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.
24. 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) use of a prize.
25. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://cdn.nufarm.com/wp-content/uploads/2021/05/12150607/Nufarm-Global-Privacy-Policy-August2019-with-contents-update-Oct2020.pdf>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
26. The Promoter is Nuseed Proprietary Limited (ABN 82 088 231 814) of 103-105 Pipe Road, Laverton North VIC 3026, telephone 1800 993 573.

NSW Authority TP/03064
ACT Permit No. TP23/02204
SA Permit No. T23/1701