

# Little farmer of the harvest

## Terms and conditions

### Participation

1. The promoter is CSBP Limited Pty Ltd ABN 81 008 668 371 of Kwinana Beach Road, Kwinana Beach 6167 WA ("CSBP", "CSBP Fertilisers" or "we").
2. Instructions on how to enter and other details contained within promotional and electronic materials form part of the terms and conditions. By participating in this competition entrants shall be deemed to agree to abide by these terms and conditions. These terms and conditions prevail to the extent of any inconsistency with the terms and conditions set out in any such materials.
3. To be eligible to enter ("Eligible Entrant"), you must:
  - be a resident of Western Australia;
  - be 18 years of age or over;
  - not be an employee (or an immediate family member of an employee) of CSBP, its agencies or any organisation associated with the competition. For the purposes of the competition, "immediate family member" includes spouse, de facto spouse and natural, adopted or step child who lives in the same household as the employee.
4. We may (in our absolute discretion):
  - verify entrant's identity and the validity of entry;
  - disqualify entrants who submit an entry that is not in accordance with these terms or who tampers with the entry process;
  - disqualify entrants who enter using multiple aliases or who use multiple Facebook or Twitter accounts to enter the competition;
  - accept or reject entries that contain errors or omissions; and
  - deem incomplete, plagiarised, defamatory or indecipherable entries invalid.
5. The competition commences at 1:00pm (WST) on Friday 13 November 2020 and concludes at 4:59pm (WST) on Wednesday 25 November 2020 ("Entry Period").

### Entering

6. To enter the competition, an Eligible Entrant must, during the Entry Period:
  - a. log into their Facebook account or Twitter account
  - b. go to the CSBP Facebook page ([www.facebook.com/CSBPFertilisers](https://www.facebook.com/CSBPFertilisers)) or CSBP Twitter page [www.twitter.com/CSBPFertilisers](https://www.twitter.com/CSBPFertilisers) and
  - c. in a public comment, upload a photo of their 'Little Farmer of the harvest' on farm
7. An Eligible Entrant must ensure their entry:
  - a) is not unlawful, defamatory, obscene, harmful, unsafe, of bad taste, offensive or otherwise inappropriate;
  - b) does not contain provocative, sexual, violent or otherwise offensive content
  - c) does not contain nudity or semi nudity
  - d) does not contain firearms or weaponry - does not contain racial, prejudicial or discriminatory subject matter - does not show illegal or anti-social behaviour
  - e) does not depict any unsafe behaviour

8. CSBP reserves the right to reject any entry for any reason, including if it considers that it does not meet the requirements and reserves the right to take down any photos it deems to be inappropriate.
9. Upon receipt, entries become the property of CSBP. Information resulting from the entrant's entry and participation in the competition is used by CSBP for the determination of the Prize winner and for the purpose of contacting the entrant about CSBP's Fertiliser offer (unless and until the entrant informs CSBP that the entrant no longer consents to be contacted about CSBP's marketing offers). Information about entrants may also be used by CSBP, its agents, contractors and related companies, for other purposes as set out below. By participating in the competition, entrants consent to these uses and disclosure of their information. As condition of entry the Eligible Entrant grants CSBP the rights to reproduce and/or display submitted entries including on CSBP's social media sites.
10. By entering this competition, each participant indemnifies the promoter from any and all claims in relation to the publication of any entry including claims in relation to copyright and ownership of any photo.

### Prizes

11. One (1) winner will receive one (1) John Deere Kids Battery Operating Riding 12V Ground Force Tractor valued at \$849.95 inclusive of GST ("Prize") along with a high-vis 'Little farmer' shirt valued at \$29.95.
12. The total prize pool is valued at \$879.90 inclusive of GST.
13. All Prizes must be taken as offered and may not be transferred or substituted except at CSBP's discretion and subject to State or Territory legislation. Save for any stated cash component of the Prize, the Prize is not redeemable for cash. However, CSBP reserves the right to substitute a prize of equal or greater value where necessary due to Prize unavailability. Any tax on the Prize is the responsibility of the winner. Independent financial advice should be sought by any person participating in this competition.
14. If, for any reason, a winner is not able to participate in or accept the Prize or the winner does not take the Prize at the time stipulated by the promoter, the Prize will be forfeited.
15. 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.

### Selecting a winner

16. The competition will be judged, and winner chosen by the CSBP marketing team, based on CSBP's judgment of the best picture reflecting the CSBP 'Little farmer of the harvest'. The entries will be judged by CSBP on Thursday 26 November at 9:00am at CSBP, Kwinana Beach Road, Kwinana Beach WA. The decision of the judging panel is final.
17. The Prize winners will be notified by a Facebook comment on the CSBP's Facebook page competition, and by Twitter posts. Once notified, the winners will be required to send a message to CSBP on Facebook or Twitter with their names, email address and mailing address in order to receive their prize.
18. The winner's details will be published at [csbp-fertilisers.com.au/about/competition-winners](https://csbp-fertilisers.com.au/about/competition-winners), within one (1) day of the Prize judging.

### Alternative winner

19. In the event of a Prize winner failing to or being unable to satisfy these terms and conditions or forfeiting or not claiming the Prize within the Notification Period, the competition will be awarded to the next best judged entry at CSBP, Kwinana Beach Road, Kwinana Beach WA at 1pm (WST) on Wednesday 2 December 2020. In this eventuality the alternative Prize winner will be notified within 2 business days of the unclaimed Prize draw taking place, and the winner's details will be published on the website.



20. In the event of a dispute regarding these terms and conditions, the decision of the General Manager of CSBP will be final and binding and no correspondence will be entered into.

## Changing the competition

21. If any act, omission, event or circumstance occurs which is beyond the reasonable control of CSBP and which prevents it from complying with these terms and conditions, CSBP will not be liable for any failure to perform or delay in performing its obligations and CSBP reserves the right (subject to compliance with regulatory requirements) to cancel, terminate or modify or suspend this competition.

## Liability

22. To the extent permitted by law, we (and our officers, employees and agents) are not liable for any loss, expense, damage or liability suffered or incurred by you in connection with the competition, including:
- any late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected entries;
  - any technical difficulties or equipment malfunction;
  - any theft, unauthorised access or interference by another person;
  - any entry or Prize claim that is late, lost, altered, damaged or misdirected;
  - any variation in Prize value to that stated in these terms;
  - any tax liability incurred by you;
  - use of, or taking of, a Prize; or
  - participation in the competition.

## Privacy

23. The entrants' personal information will be collected by or on behalf of CSBP to enable it to administer the competition and publicise the Prize winners (and the prize winner's entry) and to enable CSBP to inform you of products and services that may be of interest to you including by way of direct marketing. If we do not collect your personal information then we will not be able to process your entry in the competition. The personal information of:
- the Prize winners may be provided to others assisting in the conduct of the competition, including but not limited to the competition administrator and the prize provider, and their agents, to the extent necessary for prizes to be delivered to the prize winners, and to regulatory authorities. CSBP will disclose the Prize winner's full name online, and will publish these details at [CSBP.com.au/about/competition-winners](http://CSBP.com.au/about/competition-winners) at the conclusion of the competition. An entrant also agrees that CSBP may, in the event the entrant is the winner, publish or cause to be published the entrant's name and postcode in any media, as required under the relevant State or Territory lottery legislation; and
  - entrants may be provided to external agencies or persons bound under confidentiality agreements including market research businesses, advertising agencies and other businesses that assist us with the promotion of our products and services (including via direct marketing by any permitted means including telephone, email or SMS).
24. By participating in the competition, winners consent to CSBP using their (and their companions) name, likeness, image and/or voice, and to CSBP using any photograph, film and/or recording of them, or any entry submitted to the competition, in any media at any time or times and agree to grant CSBP a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winners (and their companions) will not be entitled to any fee for such use for the purpose of promoting this competition. CSBP and the prize provider are entitled to amend, edit, select, crop, retouch or add to the image and to reproduce it in any form or media whatsoever throughout the world.
25. All personal information collected by CSBP under this competition is handled in accordance with CSBP's Privacy Policy which can be found at [www.csbp-fertilisers.com.au/privacy](http://www.csbp-fertilisers.com.au/privacy) Details on how to:



- gain access to your personal information in our possession;
- correct personal information in our possession; or
- make a complaint about CSBP's handling of your personal information,

is contained in that Privacy Policy. Should you wish to be removed from CSBP's direct marketing database, or stop receiving direct marketing material from CSBP, you can contact CSBP on 1800 808 728 or (in the case of email or SMS communications) unsubscribe using the method set out in the relevant message.

This competition is not sponsored, endorsed or administered by, or associated with Facebook or Twitter.



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