

# 2024/25 planting survey competition

SA Permit T24/1045

## Terms and Conditions

### Acceptance of terms and conditions

1. A person that returns a planting survey (**Survey**) to Viterra Operations Pty Ltd (ACN 007 556 256) (**Viterra**) enters into the competition to win a prize set out in clause 2 (**Competition**) and becomes an entrant (**Entrant**) and agrees to be bound by these terms and conditions (**Terms and Conditions**). Please read these Terms and Conditions carefully.

### Prize

2. There are three prizes (each valued at A\$3000), to be donated by each of the winning Entrants to the community group which meets the following criteria:
  - a. has an ABN;
  - b. has a board or management committee; and
  - c. has an active bank account,

(**Community Group**) nominated by the Entrant in the Survey and as approved by Viterra (acting reasonably). The total value of the prizes is A\$9,000 (each A\$3000, a **Prize**).

### Eligibility for entry into the Competition

3. The Competition is open to any person that has a valid NGR number linked to a South Australian or Victorian address, except officers and employees of Viterra and its related bodies corporate (and their immediate families, as determined by Viterra).
4. An Entrant under 18 years old must have parental/guardian approval to enter the Competition and the parent/guardian must read and consent to these Terms and Conditions.
5. A person may only enter the Competition once.

### Entering the Competition

6. To enter into the Competition, an Entrant must validly complete and return the Survey to Viterra by:
  - a. post to Level 1, 186 Greenhill Road, Parkside SA 5063; or
  - b. submitting it online at <https://www.surveymonkey.com/r/2425plantingsurvey>

so that it is received by Viterra no later than 5PM Adelaide time on the day before the draw date specified in clause 15.

Entrants must provide their name and NGR number on the survey form.

7. Entries must not contain any information, images or other material:
  - a. that is inaccurate or misleading or deceptive in any material respect;
  - b. in respect of which a third party holds the Intellectual Property Rights and the Entrant has not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for the Competition;
  - c. that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia;

- d. that is harmful in nature including computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data; or
- e. that is an image of another person where that person's permission has not been granted (or in the case of a minor, the minor's parent or legal guardian has not granted permission).

For the purposes of these Terms and Conditions, *Intellectual Property Rights* includes rights in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions).

### Validity of entries

8. Viterra may require an Entrant to provide proof of the Entrant's identity, age, residency or other qualification for entry into the Competition.
9. Viterra reserves the right to disqualify an Entrant who:
  - a. is not eligible to participate in the Competition;
  - b. submits an entry that is not in accordance with these Terms and Conditions; or
  - c. tampers with the entry process.
10. Errors and omissions in an entry may be accepted at Viterra's discretion. Failure by Viterra to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. Incomplete or indecipherable survey forms will be deemed invalid. No responsibility is taken by Viterra for late, lost, incomplete, illegible or misdirected entries.
12. If an Entrant has:
  - a. not provided information in their Survey form to enable Viterra to contact them; or
  - b. as at the draw date directed Viterra not to contact them, either generally or specifically in relation to this Competition,that Entrant's Survey form will be deemed invalid as an entry for the purposes of this Competition.
13. If there is a dispute as to the identity of a person, Viterra reserves the right, in its sole discretion, to determine the identity of the person.
14. If an Entrant nominates a Community Group which does not satisfy the criteria set out in condition 2 of these Terms and Conditions (**Suitability Criteria**), they will be provided with an opportunity to nominate another Community Group within 5 business days. If the Entrant fails to make another nomination or fails to nominate a Community Group that satisfies the aforementioned Suitability Criteria within this timeframe, Viterra will then proceed draw another winner.
15. Viterra's decision is final and no correspondence will be entered into.

### Winning entries

16. The Prizes will be drawn by three individual random ballots, where one prize will each be drawn for Entrants from each of Viterra's Western region, Central region and Eastern region as identified in [Viterra's storage and handling network map](#), on 31 July 2024 at Level 1, 186 Greenhill Road, Parkside SA 5063, unless Viterra extends the period of the Competition by notification of the new date on [www.viterra.com.au](http://www.viterra.com.au) and to Entrants who have already made a valid entry in accordance with these terms.
17. An Entrant's region will be determined based on the hundred/location of production entered in the Survey and its location within the abovementioned Viterra regions, namely the Western region, Central region and Eastern region.
18. Each winning Entrant will be notified in writing within 7 days of the Prize draw either:
  - a. by post to the address linked to the Entrant's NGR number; or
  - b. by post to the address provided by the Entrant on their survey form; or

- c. by email to the email address linked to the Entrant's NGR number; or
- d. by email to the email address provided by the Entrant on the survey form.

The name of each winning Entrant will be published on [www.viterra.com.au](http://www.viterra.com.au) for no less than 28 days. Viterra will arrange for the Prizes to be delivered to each winning Entrant's nominated Community Group within 28 days of the winning entries being drawn.

- 19. If a winning Entrant is, for any reason, unable to be identified after reasonable efforts by Viterra, Viterra will make provision for a redraw of a winning entry. The redraw of an unclaimed Prize will take place at 10am 8 August 2024 at Level 1, 186 Greenhill Road, Parkside SA 5063. The winner will be notified and published as per section 18.
- 20. A Prize is not transferable or exchangeable and cannot be taken as cash.
- 21. Once a Prize leaves Viterra's premises, Viterra shall not be liable for the Prize being lost, stolen, damaged or tampered with in any way.

### **Collection and use of personal information**

- 22. Viterra collects personal information from the surveys and may disclose such information to its related bodies corporate (including Viterra Australia Pty Ltd) and to third parties, including but not limited to agents, contractors, service providers, suppliers and as required by law, to a court or Australian regulatory authorities. Eligibility for the prize is conditional on providing this information.
- 23. The personal information of an entrant will be handled in accordance with Viterra's Privacy Policy located at [www.viterra.com.au](http://www.viterra.com.au). By entering the Competition, the entrant consents to Viterra and/or its related bodies corporate using their information for the purposes of:
  - a. conducting the Competition;
  - b. marketing, promotional and advertising activities;
  - c. improving the operations, products and services of Viterra and its related bodies corporate; and
  - d. furthering Viterra's and its related bodies corporates' understanding of crop production and related operations.

### **Promotion**

- 24. By entering the Competition, each winning Entrant:
  - a. agrees to participate and co-operate as reasonably required in all promotion and editorial activities relation to the Competition including, but not limited to, being interviewed, photographed and having their comments published (whether in complete or modified form); and
  - b. grants to Viterra and its related bodies corporate a perpetual, non-exclusive and royalty-free licence to use such footage, photographs and comments in all media worldwide, including online social networking sites, and the winning Entrant will not be entitled to any fee for such use.
- 25. Each Entrant consents to Viterra and its related bodies corporate using their name, likeness, image and/or voice in the event that they are a winning Entrant (including photography, film and/or other recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Competition and the services and other offerings of Viterra and its related bodies corporate.

### **Cancellation of the Competition**

- 26. If for any reason any aspect of this Competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of Viterra, Viterra may in its sole discretion cancel, terminate, modify or suspend the Competition and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

### **Limitation of liability**

27. To the fullest extent permitted by law, Viterra (including its officers, employees and agents) excludes all liability (including negligence), or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Competition.

### **Governing law**

28. These Terms and Conditions are to be exclusively interpreted and governed by the laws applicable in South Australia. The parties submit to the exclusive jurisdiction of the courts in and of South Australia in relation to any dispute arising under these Terms and Conditions.

*Viterra reserves the right to update these terms at any time without notice.*