



## Farmers Warehouse & Heritage Seeds Mower Promotion

### Terms and Conditions

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Entry is via in-store purchase only.
2. Entry is only open to clients aged 18 years or over, or clients that appoint an authorised representative aged 18 years or over to enter on their behalf (**Eligible Customer**) of participating Farmers Warehouse store(s) set out in clause 3 below (**Participating Store(s)**). For the avoidance of doubt, the client is the Eligible Customer, not the authorised representative (ie. individual).
3. The **Participating Store(s)** is:
  - a) Farmers Warehouse, 47 Magpie Street, Singleton NSW 2330 ABN 19 131 078 969 ("the Promoter"). Phone: 02 6571 5144.
4. Employees (and their immediate families) of Farmers Warehouse (the **Promoter**) (ABN 19 131 078 969) of 47 Magpie Street, Singleton NSW 2330, and Heritage Seeds Pty Limited (ABN 43 007 614 379) of 26 Prosperity Way, Dandenong, VIC, 3175 are ineligible to enter. Immediate family means any of the following: parents, spouses, siblings, children - connected by birth, adoption, marriage, civil partnership, or cohabitation; grandparents, grandchildren, siblings-in-law, half-siblings, adopted children and step-parents/step-children, and cohabiting partners.
5. The promotion commences at 08:30 AEST on Wednesday, 14 September 2016. Entries close at 17:00 AEST or last purchase made on Friday, 30 June 2017 (**Promotional Period**).
6. No entries will be accepted outside of the Promotional Period.
7. The Promoter reserves the right, at any time, to verify the validity of all entries and Eligible Customers (including an authorised representative's identity, age and place of residence) and to disqualify any Eligible Customer who submits or whose authorised representative submits an entry that is not in accordance with these Terms and Conditions or tampers with the entry process. 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.
8. To be eligible to enter, an Eligible Customer or the authorised representative of an Eligible Customer must purchase a quantity of any Heritage Seeds product to the value of \$1,000 (excluding GST) in one transaction from a Participating Store (**Eligible Purchase**) during the Promotional Period.
9. For every Eligible Purchase made in-store from a Participating Store during the Promotional Period, the Eligible Customer will receive one (1) entry in the Prize Draw.
10. Entry tickets will be distributed to the Eligible Customer at the time and point of purchase.



11. Eligible Customers must retain their original purchase receipt(s) or invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of an Eligible Customer's entry and forfeiture of any right to a prize. Purchase receipt(s)/invoice(s) must clearly specify that the purchase was made during the Promotional Period but prior to entry.
12. The prize draw (primary prize draw) will take place at 14:00 AEST on Friday, 7 July 2017 at Farmers Warehouse, 47 Magpie Street, Singleton NSW 2330 ABN 19 131 078 969.
13. The first valid entry drawn will win the prize of a D105 John Deere ride on mower valued at \$3,098 including GST.
14. Total prize pool value in this promotion is \$3,098 including GST.
15. Winners will be contacted by telephone within two business days from the date of the primary prize draw to notify them of their win.
16. Details of the prize winner and their prizes will be published on the Promoter's website ([www.farmerswarehouse.com.au](http://www.farmerswarehouse.com.au)) from the next business day after the primary prize draw for a period of at least 28 days from the time of publication.
17. Winners will have until 17:00 AEST on Monday, 8 January 2018 to claim their prize.
18. In the event of unclaimed prize draw being necessary, the unclaimed prize draw will be held six (6) months after the primary prize draw at 14:00 AEST on Friday, 12 January 2018 2017 at Farmers Warehouse, 47 Magpie Street, Singleton NSW 2330.
19. Any costs associated with the collection, delivery, registration or insurance of the D105 John Deere ride on mower are to be covered by the winner and will not be covered or reimbursed by the Promoter.
20. Prizes must be taken as offered and cannot be varied. Each prize must be taken in the name of the Eligible Customer and is not transferable or exchangeable. Prizes are not redeemable for cash.
21. Eligible Customers consent to the Promoter using the Eligible Customer's 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 competition (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 unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Customer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

23. If there is a dispute as to the identity of an authorised representative of an Eligible Customer, the Promoter reserves the right, in its sole discretion, to determine the identity of the authorised representative.
24. 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.
25. 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) taking of a prize.
26. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the authorised representative of the Eligible Customer. Authorised representatives should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
27. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
28. The promoter Farmers Warehouse, 47 Magpie Street, Singleton NSW ("the Promoter"). (ABN 19 131 078 969) Phone: 02 6571 5144. Authorised under permit number: NSW Permit No. LTPS-16-07415.