



**Trade Promotion: Game of Skill
Schedule to Conditions of Entry**

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| Promotion | Nutrien Calendar Competition 2023 |
| Promotion Type | Consumer |
| Promoter | Nutrien Ag Solutions Limited, Level 10 737 Bourke Street, Docklands, VIC 3008 ABN 73 008 743 217 (Nutrien) |
| Relevant State(s) | All states and territories of Australia |
| Entry Restrictions | Entry is open to all Australian residents over the age of 18. |
| Promotion Period | The Promotion starts at 8:00AM, AEST 27 June 2022. The Promotion closes at 11:59PM, AEST 31 August 2022. No entries will be accepted after this time. |
| Verification Requirements | The winning entrants will need to provide proof of identification prior to claiming the prize (1 prize per person). |
| Entry Procedure | <p>To enter, entrants must submit their photographs, of which the subject matter relates to “Australian Agriculture” (Photographs) and a short description of their Photographs via the Nutrien website at https://www.nutrienagsolutions.com.au/nutrien-calendar-competition.</p> <p>Entrants will be asked to provide the following personal information:</p> <ul style="list-style-type: none"> • Full name; and • Contact details including postal address, email address and preferred telephone contact number. <p>All entries must meet the below technical requirements:</p> <ul style="list-style-type: none"> • Photographs must be: <ul style="list-style-type: none"> ○ High resolution at A4 size 300 dpi/ minimum file size of 1MB; and ○ Photos must be in .jpg, .raw, .heic or .psd file format; • Photographs should not be downsized or compressed. • Photographs must be in landscape orientation. • Photographs must be the original photographs and must not have content or visual effects removed, added, altered or distorted other than as permitted below. <p>Nutrien reserves the right to request the original image.</p> <p>Alterations are permitted and limited as follows:</p> <ul style="list-style-type: none"> • Cropping; • Rotation e.g. to straighten a crooked horizon; • Adjustments to exposure, brightness and contrast; • Noise reduction, minimal sharpening and softening; • Conversion from colour to black and white (i.e. total desaturation); and • Removal of sensor dust. |
| Maximum Number of Entries | Maximum of three (3) entries per person. |



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| Judging Criteria | <p>Each entry will be judged by a panel of judges nominated by Nutrien (Judges). The Photograph should celebrate Australian agriculture.</p> <p>Merit will be assessed on the basis of originality, creativity, image composition (sharpness, balance, and light), artistic and creative imagery and relevance to Australian agriculture.</p> <p>Chance plays no part in determining the recipient of each Prize. Each Photograph will be individually judged by the Judges in their sole discretion. Decisions by the Judges or Nutrien in relation to any aspect of the Promotion will be final and binding on every person who enters and no reasons will be provided for decisions.</p> <p>Prior to being judged, each entry will be reviewed by Nutrien. The decision by Nutrien to accept or reject an entry is at Nutrien's sole discretion and no reasons will be provided for decisions. Nutrien may reject any entry, that Nutrien in its absolute discretion considers to be unsuitable for publication, including without limitation any entry that:</p> <ul style="list-style-type: none"> • depicts practices that are illegal, unethical or unsafe; • potentially breaches any intellectual property, privacy, publicity or other moral rights; • is inconsistent with Nutrien's objectives and ideals; • is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, or gender, not suitable for viewing by children under 15, or otherwise unsuitable for publication. |
| Judging Details | Entries will be judged during the following period: 1 September 2022 to 8 September 2022. |
| Prize Details | <p>The top prize is 1x Nutrien Pre-Paid Visa card to the value of \$500 (incl. GST) (Major Prize) and will be awarded for the Photograph chosen for the front cover of the calendar.</p> <p>All other prizes are one of 13x Nutrien Pre-Paid Visa card to the value of \$200 (incl. GST).</p> <p>Total number of prizes to be won: 14</p> <p>Delivery: prizes will be sent by mail to the winners.</p> |
| Total Prize Pool | \$3,100 (incl. GST) |
| Notification of Winners | Winning entrants will be notified by email on 9 September 2022. |
| Prize Claim Date and Unclaimed Prize Arrangements | <p>If the Prize is not claimed by 16th September 2022, the next best entry, as determined by the Judge(s) shall be awarded the Prize.</p> <p>New winners will be notified as per 'Notification of Winners' above, one week after the announcement of the previous winners if they have not claimed their prize per the deadline above (one week deadline). The same process will be followed if new winners do not claim their prize.</p> |
| Additional Details | <p>It is a condition of this Promotion that entrants:</p> <ol style="list-style-type: none"> 1. have obtained all necessary consents from all individuals depicted in the Photographs, including consents from parents/guardians of minors if applicable; 2. are the copyright owner of the Photographs; and 3. will indemnify and keep Nutrien harmless if the entrant fails to comply with the above two conditions. |



Trade Promotion: Game of Skill Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Eligibility

3. Entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any).
4. Entry is open to any person 18 years and over.
5. Judges (and their immediate families) are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the Judge.

Entry

6. The Promotion will be conducted during the Promotion Period.
7. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
8. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted. Once submitted, entries, may not be altered or deleted.
9. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).
10. Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

Entry Content

11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry.
12. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
13. By submitting an entry to the Promotion, each entrant agrees to assign all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public and communicate the content to the public. It may also allow third parties to do these things.





Determining and notifying winners

14. The prize will be awarded to a valid entry or entries in accordance with the Judging Criteria.
15. Winners will be notified as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of winners on their website(s) and in trade publications. The Promoter agrees not to publish the full address of any entrant on any of the above publications.

Prizes

16. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.

Claiming prizes

17. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
18. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Arrangements.

General

19. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alternation, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
20. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid and prohibit further participation by an entrant in this Promotion, if the entrant:
 - a. Fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b. Tampers with or benefits from tampering with the entry process or the operation of the Promotion;
 - c. Submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
 - d. Acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
 - e. Engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the promotion or where entrants use multiple names or addresses the register multiple entries.
21. Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).
22. All entries will be the property of the Promoter and will not be returned.





23. Prizes are not transferrable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation. The value of each prize is accurate at the commencement of this Promotion. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
24. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.
25. If for any reason any aspect of this Promotion does not or is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.
26. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
27. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
28. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
29. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
30. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
31. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion and may also be used for the purposes specified in the Promoter's privacy policy. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities in the Relevant States, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <https://www.nutrienagsolutions.com.au/>
32. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. The information provided by entrants is to the Promoter and not to Facebook.

