

## **NUTRIEN SPRING 2020 REDEMPTION PROGRAM (Promotion)**

### **TERMS AND CONDITIONS**

#### **1. PROMOTION**

- 1.1 Boehringer Ingelheim Animal Health Australia Pty Ltd (ABN 53 071 187 285), of Level 1 Waterloo Road, North Ryde NSW 2113 AUSTRALIA (**Promoter**) is offering customers that purchase \$2,000.00 (excluding GST) worth of Boehringer Ingelheim animal health range products owned by the Promoter (the **Redeemable Products**) a Makita® DMR108 Bluetooth Worksite Radio (**Prize**). There are 200 Prizes available for redemption. Prizes are only available while stocks last.
- 1.2 This Promotion begins at 12:00 am AEDST on 14 September 2020 and ends at the earlier of (a) all Prizes being redeemed; or (b) 11.59 pm AEDST on 31 December 2020 (**Promotion Period**).
- 1.3 Information on how to enter the Promotion forms part of these Terms and Conditions. Customers who participate in this Promotion (**Entrants**) agree to these Terms and Conditions.

#### **2. ENTRY PROCESS**

- 3.1 To claim a Prize, Entrants must:
  - a) Purchase the Redeemable Products from their local rural outlet store during the Promotion Period;
  - b) Visit [www.ahredeem.com.au](http://www.ahredeem.com.au) and select "Make a Claim" under the "Nutrien Spring Promotion" icon on the [www.ahredeem.com.au](http://www.ahredeem.com.au) website;
  - c) Complete the required details on corresponding webpage, and upload of a valid receipt confirming purchase of the Redeemable Products during the Promotion Period;
  - d) Claim a prize within 30 days of purchasing a Redeemable Product; and
  - e) Retain the original tax receipts so the Promoter may verify the entry.
- 3.2 Entrants may authorise their local store to complete the required details on the [www.ahredeem.com.au](http://www.ahredeem.com.au) website on an Entrant's behalf. THE PROMOTER EXCLUDES ALL LIABILITY TO AN ENTRANT FOR ANY ACTS OR OMISSIONS BY A LOCAL STORE WHEN COMPLETING THE REQUIRED DETAILS ON THE [WWW.AHREDEEM.COM.AU](http://WWW.AHREDEEM.COM.AU) WEBSITE ON AN ENTRANT'S BEHALF, INCLUDING WITHOUT LIMITATION ERRORS BY THE LOCAL STORE OWNER WHEN COMPLETING AN ENTRANT'S DETAILS OR FRAUD FROM THE LOCAL STORE.

#### **3. PROMOTION CRITERIA**

- 3.1 An approved tax invoice is only valid for one Prize.
- 3.2 Entrants may participate in the Promotion a maximum of two (2) times.
- 3.3 Delivery of Prizes may take up to 30 working days from receipt of entry.
- 3.4 Sharing receipt or invoice numbers is not allowed. In the event of multiple Prize claims corresponding to one tax invoice, the Promoter will deliver the Prize to the address specified in the claim the Promoter received first.
- 3.5 Prizes are not transferable or exchangeable and cannot be taken as cash. This Promotion cannot be used in conjunction with any other offer.

- 3.6 Entrants must be Australian residents aged 18 years or over.
- 3.7 Entrants must be individual consumers purchasing the Redeemable Products for their own private uses.
- 3.8 The Promotion is not available in conjunction with commercial tenders or bulk orders. Resellers are not entitled to claim Prizes for themselves using customer receipts.

#### **4. PROMOTER'S RIGHTS**

4.1 The Promoter reserves the right to:

- a) Reject any entries that do not comply with clause 3;
- b) Reject entries with incorrect or incomplete contact details;
- c) Request additional information to verify the validity of each claim. Failure to provide further information to the Promoter's satisfaction may result in an invalid entry (and, at the Promoter's discretion, in all of the entrant's entries being invalid).

#### **5. PRIVACY**

5.1 All claims become the property of the Promoter. All claims will be entered into a database and Entrants' names, phone number, delivery addresses and email address may be used for future promotional, marketing and publicity purposes by the Promoter.

5.2 By participating in the Promotion, Entrants consent to the Promoter collecting, using and processing their personal information on the [www.ahredeem.com.au](http://www.ahredeem.com.au) website to conduct the Promotion and for the Promoter to use their personal information for promotional and marketing communications, including sending electronic messages or telephoning the Entrant. The Promoter's Privacy Policy is available via <https://www.boehringer-ingelheim.com.au/data-privacy>. Entrants may opt out, access, update or correct information provided to the Promoter.

#### **6. LIMITATION OF LIABILITY**

6.1 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 2010*, as well as any other implied warranties under applicable laws that cannot be excluded (**Non-Excludable Guarantees**).

6.2 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, including without limitation:

- 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 tax liability incurred by a winning entrant; or
- e) use/taking of a prize.

6.3 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over mobile telephone or internet 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) costs incurred.

6.4 If the 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, weather, site issues, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate.

## **7 INTELLECTUAL PROPERTY**

7.1 This promotion is in no way sponsored, endorsed or administered by, or associated with the Makita Corporation. Makita is a registered trademark of the Makita Corporation.