

## BOEHRINGER INGELHEIM SPRING REDEMPTION TRADE PROMOTION

### Schedule

<b>Promotion</b>	NUTRIEN 2021: KICKSTART SPRING PROMOTION											
<b>Promoter</b>	<b>Boehringer Ingelheim Animal Health Australia Pty Ltd</b> , (ABN 53 071 187 285), of Level 1 Waterloo Road, North Ryde NSW 2113, Australia.											
<b>Promotion Period</b>	<p>The Promotion starts at 12:00 am AEDT on 2 August 2021.</p> <p>The Promotion closes at the earlier of:</p> <ol style="list-style-type: none"> <li>a) All prizes being redeemed; or</li> <li>b) 11.59 pm AEST on 29 October 2021. No entries will be accepted after this time.</li> </ol>											
<b>Entry Restrictions</b>	<ul style="list-style-type: none"> <li>• Entrants must be Australian residents aged 18 years or over.</li> <li>• Entrants must be individual consumers purchasing \$1,500 AUD (excl GST) or more of any Boehringer Ingelheim Ruminant Products in one transaction*.</li> <li>• *Limit of 1 gift per transaction. Offer excludes Sheep capsules products.</li> </ul> <p>Resellers are not entitled to submit entries or claim prizes on behalf of their customers or for themselves using customer receipts.</p>											
<b>Entry Procedure</b>	<p>During the Promotion Period, Entrants must:</p> <ol style="list-style-type: none"> <li>a) Purchase any of Redeemable Products from their local rural outlet store during the Promotion Period</li> <li>b) Visit <a href="http://www.ahredeem.com.au">www.ahredeem.com.au</a> and select "NUTRIEN 2021 KICKSTART SPRING PROMOTION" icon on the <a href="http://www.ahredeem.com.au">www.ahredeem.com.au</a> website;</li> <li>c) Submit the required details on corresponding webpage, and upload of a valid receipt confirming purchase of the Redeemable Products.</li> </ol>											
<b>Maximum Number of Claims</b>	<p>One (1) claims per receipt (proof of purchase)</p> <p>Two (2) claims per person / account</p>											
<b>Prize Details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Prize Description</th> <th style="text-align: center;">Number Available</th> <th style="text-align: center;">Value of each Prize (RRP)</th> </tr> </thead> <tbody> <tr> <td>Kincrome Kickstart II Jump Starter/Charger 1600A</td> <td style="text-align: center;">100</td> <td style="text-align: center;">\$519.00</td> </tr> <tr> <td>Pre-Paid Visa gift card</td> <td style="text-align: center;">50</td> <td style="text-align: center;">\$200.00</td> </tr> </tbody> </table>			Prize Description	Number Available	Value of each Prize (RRP)	Kincrome Kickstart II Jump Starter/Charger 1600A	100	\$519.00	Pre-Paid Visa gift card	50	\$200.00
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Kincrome Kickstart II Jump Starter/Charger 1600A	100	\$519.00										
Pre-Paid Visa gift card	50	\$200.00										

<b>Prize Restrictions / Exclusions</b>	<p>Not available with any other offer provided by Boehringer Ingelheim Animal Health Australia Pty Ltd</p> <p>Prizes strictly limited to the Number Available specified in the Prize Details section.</p> <p>Until stocks last or end of promotion specified above.</p>
<b>Prize Claim Date</b>	<p>Prizes must be claimed within the Promotion Period</p>
<b>Trade Mark Notice</b>	<p>This Promotion is in no way sponsored, endorsed or administered by, or associated with Visa or Kincome.</p>

# TERMS AND CONDITIONS

## 1 Terms of Entry

- 1.1 These terms and conditions together with the Schedule form the Terms and Conditions for this Promotion. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there's any inconsistency between these terms and the Schedule, then the Schedule prevails to the extent of the inconsistency.
- 1.2 By submitting your entry, you agree that these Terms and Conditions apply to your entry.

## 2 Entrant Requirements

- 2.1 The eligibility requirements for this Promotion are set out in the Entry Restrictions. Directors, officers, managers, employees, agents and contractors of the Promoter or of its related body corporate (and their immediate families, such as spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to enter.
- 2.2 The Promoter's wholesalers, resellers, retailers and suppliers are prohibited from participating in the Promotion.
- 2.3 The Promotion is not available in conjunction with commercial tenders or bulk orders.
- 2.4 Resellers are not entitled to submit entries for their customers or claim prizes for themselves using customer receipts.

## 3 How to Enter

- 3.1 This Promotion cannot be used in conjunction with any other offer.
- 3.2 To enter, you must follow the Entry Procedure during the Promotion Period. Entries must be received by the Promoter during the Competition Period.
- 3.3 An approved tax invoice is only valid for one entry. Sharing receipt or invoice numbers is not allowed. In the event of multiple entries referencing the same tax invoice, the Promoter will accept the first valid entry received and reject all subsequent entries referencing the same tax invoice as invalid entries.
- 3.4 Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately.
- 3.5 We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means. The Promoter reserves the right to reject entries with incorrect or incomplete contact details.
- 3.6 The Promoter reserves the right to, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who (in Promoter's reasonable opinion):
  - (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; or
  - (b) does not comply with these Terms and Conditions,
  - (c) acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
- 3.7 If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the

prize, even if the Promoter has announced them as a winner, and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

3.8 All decisions made by us regarding any aspect of the Promotion are final, and no correspondence will be entered into.

#### **4 Verification of Entries**

4.1 The Promoter may 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).

4.2 The Promoter may require the winner/s to provide identification as requested by the Promoter including (without limitation) proof of identity, proof of age, proof of residency and a copy of the original tax invoice. Identification considered suitable for verification is at the Promoter's discretion.

#### **5 Prizes**

5.1 The prize(s) are set out in the Prize Details and are subject to any conditions imposed by the supplier or organiser of the prize, as applicable, as well as any restrictions specified in the Prize Restrictions/Exclusions.

5.2 Prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond our control.

5.3 All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).

5.4 Prizes are not transferable, exchangeable or redeemable for cash.

5.5 If for any reason a prize is not available, the Promoter may substitute that prize for another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities if required. Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details).

5.6 If for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize.

5.7 You will be responsible for any tax liability associated with a prize.

#### **6 How to Claim Prizes**

6.1 Prizes will be posted using the address information provided on the entry form, unless the winner provides an alternative address at the time they are notified as being a winner. If prizes are not suitable for posting, we will determine the best delivery method. Prize winners should allow up to 28 days for delivery.

6.2 We accept no responsibility for any lost, late or misdirected mail, or any damage to prizes caused in transit.

6.3 If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed by the Prize Claim Date, that prize winner's entry will be deemed invalid, and we reserve the right to distribute unclaimed prizes to the next valid entry received by Promoter.

6.4 If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable Terms and Conditions of use.

#### **7 Privacy**

7.1 By participating in the Promotion, you understand and agree that the Promoter may use and disclose the information provided by you for the purpose of conducting the Promotion and for the purpose of sending you promotional and marketing communications in future. We may disclose your personal information to third party contractors who we engage to assist us with these purposes. We keep your personal information in secure databases that may be hosted on servers that are located outside of Australia (such as in the USA, Japan, Singapore and Germany), in which case we may disclose your personal information to those overseas hosting providers for that purpose only. We may also disclose your personal information to any entity within the worldwide group of Boehringer Ingelheim companies some of which are located outside of Australia including but not limited to New Zealand, Germany and the USA. Our Privacy Policy (at <https://www.boehringer-ingelheim.com.au/data-privacy>) contains information about how you can access and request the correction of your personal information, how you can make a complaint about a breach of the Australian Privacy Principles and how we will deal with your complaint. You can contact the Promoter or the Promoter's Privacy Officer by email at [privacyofficer.sydney@boehringer-ingelheim.com](mailto:privacyofficer.sydney@boehringer-ingelheim.com) or on +(61)(2) 8875 8800.

## **8 Limitation of Liability**

- 8.1 To the maximum extent permitted by law, the Promoter, its respective officers, employees and agents will not be liable for any loss or damage whatsoever (including direct, indirect or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Promotion. Any liability which cannot be excluded by law is limited to the minimum allowable by law. We accept no responsibility for any tax liabilities that may arise from winning a prize.
- 8.2 Without limiting clause 9.1, the Promoter and its associated agencies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize, or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.
- 8.3 We are not responsible for use of a prize which results in:
- (a) loss that was not reasonably foreseeable;
  - (b) loss that was not caused by the our breach of these Conditions of Entry or by our negligence;
  - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
  - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
  - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
- 8.4 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 communications networks or services, the internet, or computer or telephone 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.
- 8.5 If the is Promotion (in whole or in part) cannot run for reasons beyond the Promoter's control (including but not limited to infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the reasonable control of the Promoter) the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, or invalidate any affected entries.

8.6 These Terms and Conditions are governed by the laws of New South Wales, Australia.