MLA beef industry survey Incentive Draw

Terms and Conditions

- 1. Information on how to enter and prizes forms part of these conditions. Entry into the competition constitutes acceptance of these terms and conditions.
- 2. Entry is only open to Australian residents 18 years or over who are **cattle producers**. Employees (and their immediate families) of Meat & Livestock Australia Limited and agencies associated with this promotion are ineligible to enter.
- 3. The promotion commences at **10.00am AEDT on 1 May 2019 and closes at 11.59pm AEDT on 31 May 2019**.
- 4. For the chance of winning the prize, simply complete and submit the survey form anytime between 10.00am AEDT 1 May 2019 and 11.59pm AEDT 31 May 2019. The survey is available at <u>https://www.mla.com.au/prices-markets/Trends-analysis/cattle-projections/</u> or by responding via telephone for those cattle producers called by an MLA consultant or by completing a mail-out questionnaire and returning via post or fax. Each survey completed and submitted between the dates specified automatically gives the respondent one entry into the draw. Only one entry per household is permitted.
- 5. The draw will take place at 12:30pm AEDT on 24 June 2019 at Level 1, 40 Mount Street, North Sydney NSW 2060. The winner will be notified via telephone and email within 4 days of the draw.
- 6. The first fully completed and valid entry drawn from all entries received will win a Caltex StarCash card to the value of \$1,000. A date will be organized between the winners and the freight/delivery company for receipt of the prize. If the recipient does not accept delivery on the agreed date, the recipient will bear the cost of any repeat deliveries to the original destination. Delivery will be arranged within 28 days of the draw date.
- 7. The total maximum retail value of all prizes is \$1,000. The retail value of the prize is correct as at the time of printing. The Promoter is not responsible for any variation in the value of the prize after that date.
- 8. The Promoter's decision is final and no correspondence will be entered into. The prize is not exchangeable or transferable for cash or other products or services. The Promoter retains the right to substitute the prize with a prize of equal or

greater value, subject to approval of the gaming authorities in each state and territory where relevant.

- 9. The Promoter reserves the right to redraw in the event of any entrant being unable to satisfy these competition conditions or forfeiting or not claiming any prize. If the prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further draw or draws, as required, at 12.30pm AEDT at Level 1, 40 Mount Street, North Sydney NSW 2060 on 23 September 2019. The winner will be notified via telephone and email within 4 days of the draw.
- 10. All entries become the property of the Promoter. Unless otherwise advised by the entrant, the Promoter may use the entrants' names, addresses and telephone numbers in the survey and for future research, promotional and marketing purposes and, in the case of winners, their details and photographs for publicity purposes in connection with the promotion without notice and without any fee being paid. A request to access, update or correct an entrant's information should be directed to the Promoter at its address set out below. In other respects, personal information will be dealt with by the Promoter in accordance with its privacy policy at: http://www.mla.com.au/Privacy
- 11. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant or winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of or in connection with participation in this promotion or taking or using any prize, except for any liability that cannot be excluded by law. The Promoter shall not be responsible for any entries that are not received by 11:59pm AEDT on 31 May 2019.
- 12. If for any reason this promotion is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the competition or to disqualify any individual who has tampered with the entry process.
- 13. The Promoter is not responsible for any problems relating to any telephone or computer network (or traffic congestion on such networks) or equipment, lines, or service providers, including any injury or damage to any person or equipment related to or resulting from participation in this Promotion.

- 14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant whose entry is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 15. Nothing in these Terms and Conditions limit, exclude or modify 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.

The Promoter is Meat & Livestock Australia Ltd ABN 39 081 678 364 of Level 1, 40 Mount Street, North Sydney, NSW, 2060. Telephone: (02) 9463 9333. Authorised under NSW Permit No: NSW-LTPS/18/28111.