

## Terms & Conditions - Get ready for Summer with Davey

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1. Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.
2. The "Promoter" is AGnVET Management Services (ABN 91 087 675 465), of 12-14 Parkes Road, Newell Highway, Forbes NSW 2871.
3. Entry to the promotion is open to all Australian Citizens and Residents aged 18 years and over who fulfil the entry requirements ("Eligible Entrants").
4. Directors, management, employees and their immediate families, of the Promoter, suppliers, associated entities and agencies associated with this promotion are ineligible to enter.
5. To enter:  
Purchase any Davey product (min value \$200) from AGnVET Services or Darling Irrigation and go into the draw to WIN. Applicable to participating AGnVET Services and Darling Irrigation branches between 15<sup>th</sup> October 2021 and 15<sup>th</sup> December 2021 Entrants will receive 1 entry per \$200 purchase transaction of Davey products.
6. The promotion commences at 9:00am [EST] on 15/10/2021 and closes at 17:30pm [EST] on 15/12/2021 ("Promotional Period").
7. The draw will take place:  
17/12/2021 at the Narromine AGnVET Branch
8. The prize to be won is one
  - a. Kamado Joe Series II Smoker (\$3299 value)
  - b. Davey Firepit (\$500 value)
  - c. 1 of 5 \$200 dollars vouchers from BCF
9. The winner will be notified by:
  - a) phone and email within 1 day of the draw.
10. The prize will be available to the winners within two (2) weeks after the winners are drawn.
11. Prize is not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation. The Promoter's decision is final and binding - no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. If for any reason a winner does not take an element of the prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The value of the prize is accurate as at the date of application for permits (if any) for this promotion. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If for any reason the prize is not available, the Promoter reserves the right to substitute another item for it, in its sole discretion, of equal or higher value, subject to the approval of the gaming authorities in each state or territory (if applicable).
12. In the event that any prize (or any part of the prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value, subject to any written directions from the various lottery authorities.
13. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this promotion. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
14. The Promoter shall not be liable for any loss, damage or injury suffered (even if caused by negligence) as a result of accepting and/or using a prize, except for any liability which cannot be excluded by law.

15. Before the prize is awarded, the winner may be required to sign an agreement to release the Promoter from and indemnify the Promoter against any liability arising from the use or participation in the prize.
16. The Promoter will not be responsible for any warranty claims associated with the prize.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
18. At the Promoter's request, the winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
19. The Promoter, and any 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) by any person 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).
20. If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of the prize will be determined by drawing a further valid entry in accordance with these terms and conditions. The Promoters' decision is final and no correspondence will be entered into.
21. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person.
22. Details from entries will be collected and used for the purpose of conducting this promotion, including local lottery authorities, for the purpose of processing and conducting the promotion) and for the promotional purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purpose without any further reference or payment to the entrant. Entrants may access, change and/or update their personal information. A copy of the Promoter's privacy policy can be obtained through the website [www.agnvet.com.au](http://www.agnvet.com.au).

### **Privacy Statement**

We have collected this information to enter you in the 'AGnVET Wagga Wagga – Engel 45ltr Fridge' promotion. Without providing AGnVET Services with this information, we cannot enter you on the competition. AGnVET Services will not disclose this information for any other purpose and it will be held confidentially and not passed on to any third parties other than for the participation of this competition. Our privacy policy outlines how you can complain about a breach of our obligation under the Privacy Act and how we will deal with your complaint. The privacy policy also outlines how you can obtain information we hold about you and is available at [www.agnvet.com.au](http://www.agnvet.com.au).