

On-Trac Ag - Lake Crackenback Prize Draw

TERMS AND CONDITIONS

Eligibility

1. The "On-Trac Ag Lake Crackenback Prize Draw" is promoted by On-Trac Ag Pty Ltd ABN 70 117 205 875 (Promoter).
2. The prize draw is no way sponsored, endorsed or administered by, or associated with, Facebook. These conditions apply to the competition. By entering the prize draw, you acknowledge that you have read and understood, and agree to be bound by these conditions.
3. To be eligible to enter the prize draw, you must be aged 18 years or more. Employees of On-Trac Ag and the immediate families of those employees are not eligible to enter the competition. All entries will remain the property of On-Trac Ag
4. All participants must have a registered place of business or residence within the postcodes set out in Appendix A.
5. By entering into this promotion, you agree to be placed on the Promoters mailing list and receive marketing material.

Entry

6. The promotion commences at 8:00am on 8 September 2017 and entries close 5:00pm 30 November 2017 (promotion period).
7. To enter, Eligible Entrants must, during the promotion period commit to purchase more than \$10,000 of New Holland Agriculture or New Holland Construction machinery. To be eligible, entrants must agree to a written quote for any of the eligible New Holland branded machines from On-Trac Ag, sign the quote and pay a deposit for the machinery by 5:00pm on 30 November 2017 which is non-refundable. Once the deposit is received, you will automatically be entered into the draw, unless you advise otherwise.

Prize and winning

8. The random prize draw will take place at 12:00pm on 15 December 2017 at On-Trac Ag, 20 McNeilly Avenue, Orange NSW 2800
9. The winner will receive a credit voucher for Lake Crackenback Resort & Spa to the value of \$2000. (Terms and Conditions apply). The prize is not transferable.
10. The total prize pool value is \$2000.

Prize Conditions

11. Winners will be notified by phone/email within two (2) business days of the draw. The winners will also have their details published on the On-Trac Ag Facebook site from 15 December 2017.
12. If the winner is uncontactable or fails to advise their delivery address within one (1) month of being notified they will deemed to have waived their right to claim the prize. A prize draw will again be conducted on 22 January 2018. Winners will be notified by phone/email within two (2) business days of the draw. The winners will also have their details published on the On-Trac Ag Facebook site from 22 January 2018
13. The promotion benefit cannot be transferred into another name or refunded for cash.
14. No correspondence will be entered into. The promoter's decision is final. Privacy Statement: We've collected your information to enter you in the promotion. Without providing the Promoter this information, we cannot enter you in the promotion. The Promoter will not disclose this information for any other purpose and will be held confidentially and not passed on to any third parties other than for the participation of this competition / promotion.

Disclaimers

15. On-Trac Ag is not responsible for lost, late, incomprehensible or incorrect entries in the competition. On-Trac Ag also accepts no responsibility for any tax implications that may arise from prize winnings in the competition. You should seek independent financial advice about such matters.
16. On-Trac Ag is entitled to cancel, terminate, modify or suspend the competition in the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside its reasonable control. On-Trac Ag is entitled in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate or modify or suspend the competition.

Exclusions

17. On-Trac Ag shall not be liable for any loss or damage whatsoever which is suffered (including without limitation direct, indirect and consequential loss and damages) or for personal injury suffered or sustained as a result of an individual entering or trying to enter the competition or accepting any prize offered as part of the competition, except for any liability which cannot be excluded by law. Provisions of the Competition and Consumer Act (CCA) 2010 and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent.

Termination

18. On-Trac Ag may terminate or cancel an entry in the competition immediately in its reasonable opinion an entrant has breached any of their obligations under these conditions.

Your personal information

19. As a result of you entering the competition, On-Trac Ag may collect certain personal information about you, such as your name, address, and telephone number. Unless you object, this information may be used to (i) send you news, information and material in relation to the competition, (ii) monitor who is entering the competition, (iii) profile entrants. On-Trac Ag may disclose your personal information for any purpose incidental to your entering into and its operation of the competition.
20. On-Trac Ag may use this information for the purposes of the conduct of the competition and the compilation of survey results and evidence. On-Trac Ag may disclose this information to third parties who provide us with administrative or other services in relation to the competition. You consent to us using and disclosing your personal information in these ways.
21. If you notify On-Trac Ag that you do not wish it to use your personal information for any particular purpose, On-Trac Ag will endeavour to take the necessary measures to meet your request. Exceptions to this are: (i) where On-Trac Ag are required to disclose information by law, (ii) where On-Trac Ag believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security as a necessary part of their business; and (iii) if On-Trac Ag notify you of an intended use or disclosure of your information and you do not object to that use or disclosure.

Indemnity

22. You release and agree to keep On-Trac Ag indemnified from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by us, our directors, employees, agents and representatives arising out of your entry in the competition or any claim by a third party arising from an act or omission by you.

Failure to comply and severability

23. On-Trac Ag is not liable for any failure to comply with these conditions. If any part or provision in these conditions is found to be invalid, unenforceable or illegal for any reason, that part or provision shall be severed and the remaining provisions shall continue in full force.

Entire agreement and governing law

24. These conditions constitute the entire agreement between you and On-Trac Ag. By entering the competition, you accept that this agreement is to be interpreted, and any disputes are to be determined by the courts having jurisdiction in New South Wales, in accordance with the laws in force in New South Wales from time to time.

NSW permit number: LTPS/17/17676

APPENDIX A

Postcodes included:

2798, 2800, 2864, 2865, 2866
2787, 2790, 2791, 2795, 2799, 2845, 2846, 2847
2848, 2849, 2850, 2852