## My Farm Forecaster Giveaway Terms and Conditions

- 1. The promoter is Ballance Agri-Nutrients Limited, 161 Hewletts Road, Mount Maunganui, Private Bag 12-503, Tauranga ("Ballance Agri-Nutrients").
- 2. By entering the competition you will be deemed to have accepted these terms and conditions and to have agreed to be bound by them.
- 3. The prize will be a Weber 3100 Family LPG Barbeque, or similar available model.
- 4. Delivery of prize will be discussed with winner.
- 5. To enter the competition, you must have registered for MyBallance, and downloaded the Ballance My Farm Forecaster App between [date] December 2018 and 31 January 2019.
- 6. Participation in the competition is automatic when you have met the conditions in 4. Limit of one entry per MyBallance customer. If Ballance reasonably believes that you have violated these terms or are participating fraudulently, Ballance Agri-Nutrients may disqualify you without notice. No responsibility will be taken for late entries or incomplete entries.
- 7. If you win you agree to your name being published and to be photographed and/or interviewed by Ballance Agri-Nutrients. Ballance Agri-Nutrients may use your name and such photographs and/or interviews for publicity purposes.
- 8. The prize is not transferable or exchangeable, and cannot be redeemed for cash.
- 9. The winner will be drawn at Ballance Agri-Nutrients. If you are the winner, you must provide Ballance Agri-Nutrients with proof of identity and address. In the event that you cannot provide suitable proof, that you will forfeit the prize and no substitute will be offered.
- 10. If you are the winner, you will be notified by either phone or email. It is your responsibility to inform Ballance Agri-Nutrients if your email address or phone number changes during the duration of the competition. If you cannot be contacted within 5 working days of the prize being drawn, you will forfeit the prize with no right of compensation and the prize will be redrawn the following the week.
- 11. Full details of the prize will be given in writing upon request.
- 12. Subject to any applicable law which cannot be excluded, Ballance Agri-Nutrients is not liable to you for any loss or damage whatsoever that is suffered by you (including but not limited to indirect or consequential loss) arising out of, or in connection with the competition in relation to the competition.
- 13. Entry is open to New Zealand residents only. Employees of Ballance Agri-Nutrients Limited are not eligible to enter these promotions.
- 14. The decision of Ballance Agri-Nutrients in relation to any aspect of the competition is final and no correspondence will be entered into.
- 15. Ballance Agri-Nutrients (at its sole discretion) may at any time cancel or vary the competition or cancel or vary the award of the prize including in circumstances where in Ballance Agri Nutrients' opinion: a) you do not satisfy the competition entry requirements; or b) Ballance Agri-Nutrients cannot conduct the competition or award the prize for any reason beyond its reasonable control.
- 16. In the event that Ballance Agri-Nutrients cancels or varies the competition or varies or withdraws the prize it shall not: a) be liable to any person for any direct or indirect loss or damage (including loss or damage caused by any negligence) arising out of, or in connection with, such cancellation, variation or withdrawal; or b) be required to conduct the competition at any other time.
- 17. All entries become the property of Ballance Agri-Nutrients and may be used for promotional and marketing purposes, or passed onto a third party involved in the promotion for Ballance Agri-Nutrients marketing purposes. By entering the competition, entrants are deemed to have given Ballance Agri-Nutrients consent to contact them for marketing purposes.
- 18. Under the Privacy Act 1993, all individuals have the right to access and correct their personal information by contacting Ballance Agri-Nutrients in writing to Ballance Agri-Nutrients Limited

Personal Information, Marketing Department, Hewletts Road, Mount Maunganui, Private Bag 12-503, Tauranga.