



CAN-AM DEFENDER XU GIVE-AWAY

List OR Buy to enter the draw to win a Can-Am Defender

TERMS & CONDITIONS

Your entry into Farm Tender's Can-am Defender UX Give Away is deemed acceptance of the following Terms and Conditions of entry. Information on how to enter the competition and the prize form part of these Terms and Conditions.

Prize Details

2023 Can-am Defender HD9XU PACKAGE HIGHLIGHTS

- Full Hard Roof
- Brake Hold Mechanism
- Rotax® 976 cc V-twin Engine
- 27 in. 8 ply XPS Trail Force tyres
- 1,134 kg Towing Capacity
- Rear differential with Turf Mode
- Dynamic Power Steering (DPS™)
- 14 in. cast-aluminium wheels Valued at: \$24,000.00

Promotional Period

Start Date: 7/11/2023 at 12.01am AEDT.
End Date: 23/2/2024 at 12.00am AEDT
Drawn: 1/3/2024 at 3.00pm AEDT

Location: 'Glendemar' - 336 Glendemar Road, Marnoo VIC 3387

Method: Draw will be conducted live, onsite at the Farm Tender#2024 Conference at

Glendemar Merino Stud, 336 Glendemar Road, Marnoo VIC 3387





How to Enter

To enter the promotion the member must complete the following;

 $\underline{ t LIST\ any\ item}$ to the value of \$10,000 (ex GST) and over between the 7^{th} November 2023 and the 23^{rd} February 2024

All Hay, Grain, Cattle, Sheep etc must be put in "units"

(For example: 200 Tonne of Hay @ \$280.00 per tonne + GST.)

BUY any item to the value of \$10,000 (ex GST), all purchases must be paid in full between the 7th November 2023 and the 23rd February 2024

This applies to:

All Farm Tender Sales

All Farm Tender Auction Sales

All Purchased items through the Prime Ag Centre (PAC)

Eligible Entrants

- Entry is open to all Farm Tender Members who are Australian residents and 18 years and over
- Participants must be registered Farm Tender Members and have an approved Farm Tender Account to be eligible
- All items listed must be under ownership of the Seller (not listed on behalf of another and proof of ownership may be requested and time of entry verification).
- Entrants must not have or have had a suspended Farm Tender account or have any debts owing to Farm Tender or any other Farm Tender Member via a Farm Tender sale.
- Will be ineligible if the Members Farm Tender account becomes suspended before or during the competition period.
- Listing must be Ag related and fit within the Farm Tender categories (management to determine)
- All staff <u>currently</u> employed and/or <u>previously</u> employed by The Farm Trader Australia Pty Ltd T/A
 Farm Tender and their <u>immediate</u> family members are <u>not eligible to enter</u>. "Immediate Family
 Members" means any of the following; spouse, ex-spouse, de-facto spouse, child or step-child,
 parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister,
 step-brother, step-sister.
- All entries will go through a strict verification process
- Entrants will be notified by phone immediately after the draw and winners name published on Farm Tender Website and Facebook Page.
- Farm Tender reserves the right to verify the validity of any entry or individual entering the Competition at any time.
- If the listing is not eligible it will be excluded from the drawn list and that position will be replaced.
- The draw will be broadcast via a Farm Tender Facebook Live.
- By entering the Competition you warrant that you meet the entry requirements and accept all
 conditions detailed in these Terms and Conditions.





Farm Tender reserves the right, in its sole discretion, to disqualify any individual deemed by the
Promoter to be ineligible to enter the Competition, who has breached any of these Terms and
Conditions or who has engaged in unlawful or improper misconduct compromising the fair and
just running of the Competition.

Major Prize Conditions

- Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The colour of the vehicle is Yellow & Black.
- The Winner will have the prize delivered to their door.
- If the Winner is, through any legal incapacity or otherwise unable to register the equipment (if applicable) in their own name, then the winner may assign the equipment to another person (who consents to such assignment) with legal capacity for the purpose of registration. The promoter (Farm Tender) takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter at it's discretion.
- The Winner agrees to provide authority to Farm Tender to publish their name and image on the Farm Tender Website and Facebook pages.
- The member agrees and acknowledges that they have read the Terms and Conditions of entry for the mentioned competition and agree to all points within.
- Warranty all warranty will be handled and be applicable to Can-am via the designated supplier.
- The odds of winning the Prize will depend on the number of eligible entries submitted during the Competition period, a daily tally of entries will be broadcast daily via Farm Tender Website and Facebook Pages.

Winner Notification

The Winner will be notified immediately by phone (if not present at the live draw location) whilst the draw is live, after 3pm 1st March 2024.

The Winner will also be notified by email and in writing immediately after the draw concludes and by 1st March 2024 (with relevant Terms & Conditions) and will be published on Farm Tender's Website and Facebook pages upon acceptance of the Prize immediately following the draw and by no later than 1st March 2024.

The Prize must be claimed by the Prize Winner within fourteen (14) days of being notified.

If the Prize Winner does not claim their Prize within fourteen (14) days of the Draw Date (1/3/2024), the prize will be forfeited and a redraw will be conducted to determine a valid Prize Winner. The redraw details will be announced and published on 15/3/2024 with the redraw to take place seven (7) days from this date of publication 22/3/2024 at 4pm via Facebook Live (Glenlyon VIC 3461).





The new Prize Winner will be notified on the day of the redraw and details published, emailed with written communication to the redraw Prize Winner within two (2) days of the date of the redraw.

The Promoters decision is final and no correspondence will be entered into.

Note

By entering the competition you agree to having your name and photo published for Farm Tender's marketing purposes on Farm Tender's website and via their Facebook and Instagram pages.

Cancellation/Modification

If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

Liability and Release

Your entry into the Competition, confirms that you own all necessary rights to provide the intellectual property constituting your entry.

As a condition of entering the competition, you hereby grant the promoter, the supplier and their affiliates irrevocable, royalty-free rights to reproduce, modify and republish any material created as a result of entry into the Competition, including but not limited to your competition entry, photographs, sound recordings and video recordings and acknowledge you will not be entitled to any fee for such use.

Nothing in these Terms and Conditions limits, excludes or modifies 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 States and Territories or Australia.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram and the Prize Winner fully releases Facebook and/or Instagram from any liability.

The Prize Winner may be required to enter into a deed of release in the form prescribed by the Promoter. The Prize Winner acknowledges and agrees that a failure to enter into this deed may results in the Prize being forfeited.





Personal Information

Any personal information submitted to the Promoter (The Farm Trader Australia Pty Ltd T/A Farm Tender) will be held in accordance with the Privacy Act 1998 (Cth). The Farm Trader Australia Pty Ltd T/A Farm Tender may disclose personal information of entrants to suppliers and affiliates in order to administer or otherwise run the Competition.

Personal information collected during the Competition period may be used for direct marketing purposes.

All personal information will be handled in accordance with the Promoters Privacy Policy available here;

Promoter:

The Farm Trader Australia Pty Ltd T/A Farm Tender 30 142 666 831 PO Box 4079, Alfredton VIC 3350



1300 FARMING



admin@farmtender.com.au

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