

“PLAN AHEAD” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is SYNGENTA AUSTRALIA PTY LTD (ABN 33 002 933 717) of 1/2-4 Lyonpark Rd, Macquarie Park NSW 2113, telephone 1800 022 035.
3. The Promotion is open to all Australian residents aged 18 years or over.
4. Participating store teams and Territory Sales Managers expressly for the purpose of store prizes and Territory Sales Managers prizes are eligible for entry into this promotion. All other employees of the Promoter, and agencies associated with this promotion, and their immediate family members, are ineligible to enter. Immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Entries into the promotion open on 24/10/21 and close at 11:59pm AEDT on 31/12/21 (“**Promotional Period**”).
6. To be eligible to enter, customers must purchase any of the volumes of the products listed below from a participating store during the Promotional Period:
 - Herbicide:
 - Boxer Gold 100L
 - Reflex 100L
 - Callisto 10L
 - Seed Treatments
 - Vibrance 10L
 - Cruiser 350FS 10L(each an “**Eligible Product**”)

Customers can purchase various pack sizes/combinations of the same Eligible Product, but the required volume as specified above must be purchased in a single transaction.

For clarity, a participating store is any: (i) Nutrien Ag Solutions Corporate, Profit Share or Joint Venture Store; or (ii) CRT store, that displays promotional materials for this promotion.

7. To enter, customers must complete at least one of the following sets of steps during the Promotional Period:
 - For Eligible Product purchases made by customers at Nutrien Ag Solutions Corporate, Profit Share or Joint Venture Stores:
 - Customers must visit www.NutrienAgSolutions.com.au/Syngenta21, upload the tax invoice(s) for the Eligible Product(s), and fully complete and submit the online entry form.
 - For Eligible Product purchases made by customers at CRT:

- Customers must visit www.crt.com.au/Syngenta21, upload the tax invoice(s) for the Eligible Product(s), and fully complete and submit the online entry form.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement; and (b) each entry must be submitted separately and in accordance with entry requirements. For clarity, entrants will be entitled to one (1) entry for each Eligible Product purchased in the quantity specified above. For example, if an entrant purchases 100L of Boxer Gold Herbicide and 10L of Vibrance Seed Treatment (or if an entrant purchases 200L of Boxer Gold Herbicide), they will be entitled to two (2) entries into the draw.
 9. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
 10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
 11. Incomplete or indecipherable entries will be deemed invalid.
 12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
 13. Prizes for this promotion will be awarded as follows:
 - (i) Draw for customer entries

The draw from all valid customer entries will take place at Zinc, 32 Ellis Street, South Yarra VIC 3141 on 06/01/22 at 11am AEDT, in the presence of an independent scrutineer.

 - a. The first three (3) valid entries drawn will each win 1x John Deere Gator (XUV560E Crossover) utility vehicle valued at \$20,000.00 including registration, stamp duty (if applicable), and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The prize will be delivered to the winner's nominated Australian address. If a winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter 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 vehicle 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 in its discretion.

- b. The next ten (10) valid entries drawn will each win 1x DJI-Air 2S Fly More Combo Drone, valued at \$1,905.00.
- c. The next twenty (20) valid entries drawn will each win 1x Kestrel 3550AG Spraying Weather Meter valued at \$452.00.
- d. The next fifty (50) valid entries drawn will each win 1x BOSE QuietComfort II 35 Wireless On Ear Headphones - Black valued at \$450.00.

(ii) Store prizes

After the draw, prizes will be allocated to thirteen (13) participating stores, based on the participating store at which winning customers purchased their Eligible Product. Store prizes will be allocated as follows:

- (a) Each participating store at which the three (3) winners of the John Deere Gator prizes purchased their Eligible Product, will each receive 1x LG 43" AI 4K ThinQ TM100 Smart TV (2021) valued at \$895.00, for a total of three (3) LG Smart TV prizes.
- (b) Each participating store at which the ten (10) winners of the DJI-Air Combo Drone prize purchased their Eligible Product, will each receive 1x Delonghi Latissima Coffee Machine (Product number EN510B) and \$50 worth of Nespresso coffee pods, valued at \$499.00, for a total of ten (10) Coffee Machine and Pod prizes.

(iii) Syngenta Territory Sales Manager prizes

After store prizes are allocated as above, prizes will be allocated to three (3) Syngenta Territory Sales Managers, based on the three (3) participating stores that receive an LG Smart TV prize, as follows:

- (a) Each Syngenta Territory Sales Manager responsible for a participating store that receives an LG Smart TV prize will receive \$1,000.00 cash to be used towards a team activity, for a total of three (3) \$1,000.00 cash prizes.

14. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
15. Winners will be notified by phone and email within two (2) business days of the draw.
16. Winners will be published on syngenta.com.au/planahead on 08/01/22.
17. Any decision made by the Promoter in relation to the promotion is final and no correspondence will be entered into.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is AU\$121,265.00.

21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed prizes may take place on 05/04/22 at 9:30am AEST at the same place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email within two (2) business days of the draw and their names will be published on synenta.com.au/planahead on 05/04/22.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. 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 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.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of/taking of a prize.
29. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian

regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in their Privacy Policy, which can be viewed at <https://www.syngenta.com.au/content/privacy-statement>. Notwithstanding the uses of Personal Information set out in the Privacy Policy, the Promoter will only use PI to enable to Promoter to contact Entrants in relation to this promotion. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion Entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

NSW Authority TP/00933. ACT Permit No. TP21/01645. SA Permit No. T21/1486.