

CRT Primary Schools Program

Terms and Conditions for Entry

The CRT Primary Schools Program (**Program**) is offered by Combined Rural Traders Limited (ACN 000 838 899) (**CRT**) of Level 10, 737 Bourke Street, Docklands, Victoria, Australia 3008. Each entry must be submitted in accordance with these terms and by applying for the Program, the entrant agrees to be bound by these terms.

1. Eligible Participants

The Program is open to all active Parents and Friends Associations and comparable associations (**P & A Associations**), to apply on behalf of a rural or regional primary or area school in a location serviced by a CRT store (**Eligible Participants**).

2. Program Gift

Twenty-five (25) primary or area schools will be selected as the recipients of a \$2,000 gift (**Program Gift**).

3. Key Program dates

Applications open at 9:00am (AEST) on 7 March 2022 and will be accepted until 5:00PM (AEST) on 8 April 2022. No applications will be accepted after this time. Selection will take place from 11 April and successful applications will be announced and contacted in May 2022.

4. How to enter

Eligible Participants may obtain a code from their local CRT store. The code may then be used to access the application form found on the CRT website: <https://www.crt.com.au/primary-schools-program>. By applying, participants agree to be bound by these terms.

5. Requirements of entry

Each application must contain a brief description of:

- the P & F Association,
- the associated primary school including: the name of the school, the number of primary students attending the school; and
- what the P & F Association intends to use the Program Gift (**Project**) for, how the Program Gift will benefit the primary school and the wider community; and
- a timeline for the delivery of the Project (which must be within 12 months of the date of award of the Gift (**Timeline**)).

Applicants must provide the contact details of their local CRT Independent store manager as part of the application.

6. Selection Criteria

Each application will be reviewed by a selection panel of impartial individuals (**Selection Panel**). Chance plays no part in determining the recipient of each Program Gift and each application will be individually assessed according to its potential to have a positive impact on the associated primary school and community, at the sole discretion of the Selection Panel. The Selection Panel's decision in relation to any aspect of the Program will be final and binding on every person who enters. No correspondence will be entered into.

7. Applicant Acknowledgment

It is a condition of entry in the program that applicants acknowledge and agree:

- to be contacted regarding their application;
- that they have read, understood and agree to be bound by, these terms;
- that the Program Gift must be used for the Project within the Timeline;
- that, and consent to, details of the applicant and their application to the Program may be used by CRT or its Related Bodies Corporate (as defined in the *Corporations Act 2001* (Cth)) for the purpose of self-promotion publications which can include, but is not limited to, news releases, marketing materials, websites and in other communications related to the business of CRT without any compensation paid to the entrant; and
- that the applicant will obtain all necessary consents from the associated primary school, or any other person or entity depicted in any audio visual materials via any medium to enable those materials to be utilised for the purpose of self-promotion publications as set out above.

8. General

CRT accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.

CRT may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Program, if the entrant:

- fails to verify their personal details and/or eligibility to enter the Program to CRT;
- tampers with or benefits from any tampering with the entry process or the operation of the Program;
- submits an entry which in CRT's opinion is not in accordance with these terms and conditions;
- acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person;
- engages in conduct in entering the Program which in CRT's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Program or CRT; or
- fails to comply with any of its obligations under these terms and conditions after being notified of a winning application but before payment of the Program Gift.

CRT requests that entrants and winners (and their companion(s), if applicable) participate in all promotional activity (such as publicity and photography) surrounding the Program or their receipt of a Program Gift, free of charge.

If for any reason any aspect of this Program does not or is not capable of running as planned, CRT may in its sole discretion cancel, terminate, modify or suspend the Program, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.

CRT, its associated agencies and companies and the agencies and companies associated with this Program 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) in connection with this Program 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).

CRT and its associated agencies and companies will not be liable for any damage to or delay in delivery of Program Gifts.

CRT accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Program results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

9. Ownership of Materials and Intellectual Property

In relation to any material on any medium (**Material**) provided by the P&F Association to CRT under these terms and conditions, the following apply:

- the P&F Association, or its licensors, as applicable (**Owners**) retain ownership of all intellectual property rights subsisting in all the Materials; and
- any modification or enhancement to the Material by CRT is deemed to form part of the Materials and all intellectual property rights in such modification or enhancement vest in the Owners respectively immediately from creation.

The P&F Association declares that it either owns the Materials or has obtained an unlimited licence to provide the Materials to CRT for the purposes of this agreement and that the P&F Association:

- assigns or sub-licences (as applicable) to CRT all intellectual property rights in the Material and in such modification or enhancement effected by CRT immediately from creation; and
- where applicable, the P&F Association has procured that the relevant third party assigns to CRT all intellectual property rights that the relevant third party has in the relevant Material modification or enhancement,
- any necessary document is signed, or any other necessary things are done, as required to give effect to that assignment or licence.

The P&F Association grants to CRT (and its related bodies corporate), a perpetual, non-exclusive, assignable, sublicensable, global licence to use the intellectual property rights in the Materials, for purpose of self-promotion publications which can include, but is not limited to, news

releases, marketing materials, websites and in other communications related to the business of CRT.

10. Privacy

CRT and its related body corporate collects, uses, discloses and handles personal information in accordance with the *Privacy Act 1988* (Cth) and the privacy principles (as amended from time to time). Please see CRT's Privacy & Security Policy available on the CRT Website.