



**“WIN 40,000 metres of Aqua-Traxx® FlowControl™ Drip Tape”**

**TERMS AND CONDITIONS**

1. Instructions on how to enter and claim the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Entries are only open to Australian residents and are limited to one entry per consumer or registered business. Multiple claims by a consumer or business are not permitted.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the claimant must read and consent to all Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to enter this Promotion.
4. Employees (and their immediate families) of the Promoter, participating dealers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: parent, sibling, child or spouse.
5. Promotion commences on 1/11/2019. Final entries close at 11:59 pm AEDST on 29/02/2020 (“Claim Period”).
6. Prize is 40,000 metres of Aqua-Traxx® FlowControl™ drip tape, in the winners chosen product configuration. The winner may select from Toro’s current published and available Aqua-Traxx® FlowControl™ product range. Customer configurations are not available. The 40,000 metres will be supplied in standard coil lengths. Where the chosen configuration equates to greater than 40,000m due to the standard coil length, Toro will supply the higher amount. Example: Winner selects AAFC120667-510, which is 1,554m per coil. Toro will supply 26 coils equalling a total of 40,404 metres of Aqua-Traxx® FlowControl™ drip tape. Total prize value up to \$10,448 based on published list pricing. Prize includes freight to a single Australian location accessible by national freight carriers.
7. To enter, individuals must complete the online entry form available at [www.toro.com.au](http://www.toro.com.au) and answer the question ‘How would Aqua-Traxx® FlowControl™ let you take control of your irrigation?’ in 25 words or less. Entries must be received by 11:59pm AEDST on 29/02/2020.

8. Entrants consent to the Promoter using the entrant's name, likeness, location, and image in the event they are a winner in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome).
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including entrant's identity, age, occupation and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
10. Incomplete, indecipherable or illegible entries will be deemed invalid.
11. 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.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The entry with the most compelling answer, as determined by the judging panel, will be deemed the winner. Prize will be awarded as follows:

40,000 metres of Aqua-Traxx®FlowControl™ drip tape in the winners chosen configuration up to a value of \$10,448 at Toro's published List Price.

14. The winner will be contacted by telephone and email within 30 days of the closing date of the competition and will receive their prize not more than 60 days following that closing date.

Reasonable efforts will be made to contact the prize winner for 14 days but if the winner fails to respond to our notification attempts within this time or provide an address for delivery of the prize or fails to meet any of the eligibility requirements or is otherwise unable to comply with the competition terms and conditions, we reserve the right to disqualify that entrant and offer the prize to the next eligible entrant and thereafter until a winner is found.

If the prize winner is under the age of 18 years, the gift will be awarded to the claimant's nominated parent or guardian.

The results of a competition will be announced on the promoters website and social media sites within 30 days following the closing date of the competition. The announcement will include the name and the town or region of residence of the winner and a photo, if available.

15. Aqua-Traxx® FlowControl™ is subject to the standard terms and conditions of sale and use.

16. The prize is subject to availability and is not transferable. No cash alternative to the prize will be offered. If the chosen product configuration is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with another of equivalent value and/or specification without giving notice.
17. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (ASIC Act) or similar consumer protection laws in the State 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.
19. 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 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.
20. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information.
21. The Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter.

22. The Promoter is Toro Australia Pty Ltd (ABN 47 001 310 443), of 53 Howards Road, Beverley SA 5009.