CHANCE TO PLAY TO WIN \$250,000 WITH OPTIMA Promotion Terms & Conditions ("Conditions of Entry")

	Schedule
Promotion:	CHANCE TO PLAY TO WIN \$250,000 WITH OPTIMA Promotion
Promoter:	Optima Agriculture Pty Ltd ABN 21 099 543 665, 43 Hector Street West, Osborne Park, Western Australia, 6017. Ph +61 892 411 155.
Promotional	Start date: 1/09/23
Period:	End date: 30/04/24
Eligible entrants:	Entry is only open to Western Australian residents who are 18 years and over.
How to Enter:	To enter the Promotion and go into the Major Prize Draw, the entrant must complete the following steps during the Promotional Period:
	 a) purchase fifty (50) tonnes or more (see types of entries permitted below) of Optima Lime Sand, Optima Super Sand, Optima Agri Cal or Optima Hi Cal ("Participating Products") in one (1) transaction with an authorised Optima Agriculture reseller or directly with Optima Agriculture ("Participating Retailers"); and b) during the order process provide personal details (name, email, mobile phone, business name and nearest town), and any other details requested by the Promoter.
	For orders placed through an Optima Agriculture Reseller, the purchase order must clearly specify the entrant's details and the reseller's name to be eligible.
	Entries will only become valid when entrants have ordered, picked up and been invoiced for their Participating Products. Pick up / delivery of the Participating Products must take place before close of business on 30/04/24. Invoice from Promoter must be dispatched before 07/05/24.
	Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is a tax invoice for the qualifying transaction.
	All eligible entries received by the Promoter during the Promotional Period will be entered into the Major Draw.
Entries	Entries will be awarded as follows:
permitted:	a) one (1) entry permitted per 50 – 250 tonnes of Optima Lime Sand purchased per qualifying transaction/tax invoice;
	 b) two (2) entries permitted per 250 tonnes or more of Optima Lime Sand purchased per qualifying transaction/tax invoice;
	c) three (3) entries permitted 50 tonnes or more of Optima Super Sand, Agri Cal or Optima Hi Cal purchased per qualifying transaction/tax invoice;
	d) maximum three (3) entries permitted per business during the entire Promotional Period;
	e) purchases cannot be split in order to achieve more entries into this Promotion; and
	f) each entry must be completed separately and in accordance with the entry instructions above.
Major	• The Major Draw will be conducted at Hive Marketing Group, Suite 222, 117 Old Pittwater Road, Brookvale,
Draw/Game Details:	NSW, 2101 by a representative of the Promoter at 12 noon AEST on 08/05/24 using computerised random selection.
	 The first eligible entrant with a valid entry drawn in the Major Draw will win the opportunity to play the Game for the chance to win \$250,000 ("Drawn Participant"). The draw conductor may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn or a drawn participant cannot attend the Game. The Drawn Participant and a companion will also win travel to and from the Game and one (1) night
	accommodation valued at up to AUD\$1,000. If the Draw Participant is located more than 200km from the Game, transfers to the accommodation and to and from Game and accommodation will be provided. If the Draw Participant is located more than 500km from the Game, return economy flights from the Drawn Participant's nearest capital city in Australia to the closest airport to the Game location in Western Australia and select transfers to and from airport to accommodation and to and from Game and

accommodation will be provided. If the Participant cannot attend the Game they will forfeit their right to any prize.

- The Game will take place on a date between 22/05/2024 and 31/07/2024 at a time between 6.00am and 9.00pm AEST at a location in Western Australia, Australia or virtually online (e.g., via Zoom), as determined by the Promoter. If the Game takes place virtually then travel to/from the Game and accommodation will not be provided.
- The Game will consist of envelopes:
 - (a) two (2) envelopes will contain promotional messages representing winning symbols; and
 - (b) the other eighteen (18) envelopes will each contain promotional messages representing non-winning symbols.
- To play the Game, the Drawn Participant must choose two (2) envelopes without touching, handling or interfering in any way with any of the other envelopes on display. If the Drawn Participant is found to have breached this condition, he/she will be disqualified.
- The following will occur depending on the outcome of the Game:
 - a. <u>Outcome 1:</u> If the Drawn Participant selects the two envelopes containing promotional messages representing the winning symbols, then, subject to verification by the judges, the Drawn Participant will win the Major Prize of \$250,000.
 - b. <u>Outcome 2:</u> If the Drawn Participant selects one (1) envelope containing a promotional message representing one winning symbol and selects one envelope containing a promotional message representing one non-winning symbol, then the \$250,000 prize will not be given away and, subject to verification by the judges, the Drawn Participant will win the Minor Prize of \$10,000.
 - c. <u>Outcome 3</u>: If the Drawn Participant selects two (2) envelopes containing a promotional message representing two (2) non-winning symbols, then the \$250,000 prize will not be given away and, subject to verification by the judges, the Drawn Participant will receive the Consolation Prize of \$5,000.
- Prize money will be awarded to the winner via electronic funds transfer to the winner's nominated Australian bank account in the winner's name within 28 days post Game (pending outcome of the Game).

Conditions associated with travel component (where applicable):

- Travel itinerary will be determined by the Promoter in its absolute discretion.
- Prize is subject to the standard terms and conditions of individual prize and service providers.
- The Drawn Participant and his/her travel companion must depart from and return to the same departure point and travel together.
- Subject to the terms and conditions of the participating prize provider(s), if for any reason the Drawn Participant does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- The prize is subject to booking and flight availability.
- The Drawn Participant and his/her travel companion are responsible for ensuring that they have valid vaccinations and travel documentation.
- Frequent flyer points will not be awarded and do not form part of the prize.
- Spending money, meals, taxes (excluding airline and airport taxes), insurance, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.
- The Drawn Participant may be required to present their credit card at accommodation check in.
- During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
- The winner and their travelling companion are responsible for meeting all travel and health requirements for any interstate travel. It is the responsibility of the winner and their travelling companion to check with all government health authorities regarding travel requirements and eligibility. Any fines, penalties, expenditure or inability to travel as a consequence of not meeting such requirements are the sole responsibility of the winner and their travelling companion.

	• The Promoter makes no representation as to the safety, conditions or other issues that may exist at any of the destinations or events forming part of the prize. It is the sole responsibility of winner to check government advisories and/or conditions regarding the safety and situation of any such destinations.
Total Prize Pool:	Up to AUD \$251,000.
Winner notification:	Draw winner will be notified via email and phone within two (2) business days of the Major Draw. The winner will also be published at optimalime.com.au on 10/05/24.
Unclaimed Prizes:	If the drawn entrant from the Major Draw cannot be contacted or does not claim their opportunity to participate in the Game or opts out of participation in the Game by 22/05/24 at 12:00 pm AEST, a redraw will be held on 23/05/24 at 1:00 pm AEST at Hive Marketing Group, Suite 222, 117 Old Pittwater Road, Brookvale, NSW, Australia to award the opportunity for participation in the Game. The winner of the redraw will be notified by email and phone within two (2) business days of the redraw. The winner will also be published at optimalime.com.au on 24/05/24.

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of Participating Retailers, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible 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. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- 6. All reasonable attempts will be made to contact each winner.
- 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- 9. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
- 10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
- 12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

- 13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://optimalime.com.au/privacy-policy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
- 15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 18. 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.
- 19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
- 21. The Promoter and its associated agencies and companies 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

- 22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.