

# Seminis Watermelon Variety “Zeppelin” promotional offer (“Program”)

## Terms & Conditions

### 1. Definitions

In these Terms and Conditions:

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*;

**Program** means this Seminis Watermelon Variety “Zeppelin” promotional offer;

**Entrant** means any person who submits a valid Entry into this Program in accordance with these Terms and Conditions;

**Entry** means an entry into the Program through proof of purchase in accordance with clause 5.1;

**Privacy Policy** means the Promoter’s privacy policy that can be found on the Website;

**Free Seeds** means any free seeds of variety Wingman provided by the Promoter pursuant to this Program

**Promoter** means Monsanto Australia Pty Ltd ACN 006 725 560 of Level 12, 600 St Kilda Road, Melbourne VIC 3004;

**Terms and Conditions** means these terms and conditions;

**Website** means the Promoter’s website, located at the following URL [www.seminis.com.au](http://www.seminis.com.au);

### 2. Introduction

2.1 The following Terms and Conditions apply to the Program. By receiving Free Seeds, the Entrant warrants that they have read, understood and accepted these Terms and Conditions. If a potential entrant does not accept these Terms and Conditions, they must not accept the Free Seed.

2.2 These Terms and Conditions can be downloaded from the Website.

### 3. Eligibility

3.1 Entry is only open to Australian residents that are over the age of 18 years and who are Seminis brand, watermelon variety “Zeppelin” seed growers.

3.2 Employees (and their immediate families) of the Promoter, associated partners and participating companies are ineligible to enter this Program

### 4. Duration

4.1 The Program will be open from 12pm AEST on January 1, 2019 and will close at AEST 5pm June 30, 2019 (**Closing Time**).

4.2 Seed orders received by the Promoter on or before the Closing Time will be ineligible.

### 5. Method of entry

5.1 To enter the Program, an Entrant must:

(a) Purchase a minimum of 5,000 seeds of Seminis variety Zeppelin through an official Seminis vegetable seed reseller or nursery

5.2 Unless otherwise stated in these Terms and Conditions an Entrant may only enter the Program once and a person may not enter or participate in the Program on behalf of any third party.

5.3 Entrants acknowledge that the Promoter may rely on clauses 5.2 even after the Promoter has delivered or appeared to have delivered the Free Seeds to a person. The Promoter reserves its rights to require any Entrant to return the Free Seeds or payment of its value to the Promoter if this occurs.

5.4 The Promoter reserves the right to verify the validity of Entries and Entrants and to disqualify any Entrant who submits an Entry that is not in accordance with these Terms and Conditions, who tampers with the Entry process or who submits an Entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not keeping within the spirit of the Program. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

5.5 No responsibility will be accepted for late, lost or misdirected Entries. Incomplete, indecipherable, or illegible Entries will be deemed invalid.

5.6 Costs associated with accessing the Website and any other social media sites relating to this Program (if any) are each Entrant’s responsibility and are dependent on the internet service provider used by the Entrant.

5.7 Any incorrect Entrant details submitted may render the corresponding Entry invalid. It is each Entrant’s responsibility to inform the Promoter if their personal details change.

5.8 All Entries will be the property of the Promoter and the Entrant acknowledges that no part of their Entry will be returned to them by the Promoter.

5.9 Entrant’s enrolment into this Program will be deemed as valid upon receipt of a Zeppelin seed order equal to 5,000 seeds or more on or before June 30, 2019.

### 6. Free Seeds

6.1 Qualified Entrants are entitled to receive 1,000 Seminis Wingman Seeds free of charge for every 5,000 seeds purchased of Seminis variety Zeppelin

6.2 The Free Seeds will be sent in the same order as Zeppelin seed and cannot be used in conjunction with any other watermelon seed purchase.

6.3 Entrant may participate in field trials, grower visits, interact with the Promoter’s breeders and any other activities reasonably directed by the Promoter.

6.4 No responsibility or liability is accepted for any variation in the value of the Free Seeds. In the event that the Free Seeds is unavailable, the Promoter reserves the right to substitute a different variety of equal or greater value.

6.5 No costs for Entry into the Program will be borne by the Promoter and all expenses will be at the Entrant’s discretion.

6.6 The Promoter will not be liable for any loss, damage or personal injury suffered or sustained by the Entrant of the Free Seeds as a result of claiming, redeeming, collecting or utilising the Free Seeds.

6.7 This Program will be under No Returns policy.

**7. Taxes**

7.1 Any tax payable as a result of the Free Seeds being awarded or received will be the responsibility of the Entrant. The Entrant should seek independent financial advice before accepting the Free Seeds if this is a concern.

**8. Publicity materials**

8.1 The Entrant may feature in the Promoter's communication materials and Website upon completion of the Program and the Entrant hereby consent to the publication of their details in such communications.

8.2 Each Entrant consents to the Promoter using (or permitting authorised third parties to use) the Entrant (as applicable name, photograph, Entry, character, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Program, any promotion, the Promoter and/or services supplied by the Promoter.

**9. Liability, release and indemnity**

9.1 Except for any implied condition or warranty the exclusion of which from these Terms and Conditions would contravene any statute or other law (including the Australian Consumer Law) or cause any part of these Terms and Conditions to be void, the Promoter excludes from these Terms and Conditions, all conditions, guarantees, warranties and terms, implied by statute, general law or custom.

9.2 Subject to clause 9.1, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including, without limitation, loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Program, including, without limitation, the following:

- (a) any Entry or Free Seeds claim that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter);
- (b) any variation in Free Seeds value to that stated in these Terms and Conditions of entry;
- (c) any theft, unauthorised access or third-party interference while using the Free Seeds;
- (d) any tax implications to the Entrant of receiving the Free Seeds; and/or
- (e) the Free Seeds itself or use of the Free Seeds.

9.3 To the extent permitted by law (including the Australian Consumer Law), all Entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any Free Seeds or participation in the Program including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

9.4 The Entrant indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all losses arising from a breach by the Entrant of any of these Terms and Conditions; any third party claim arising directly or indirectly from a breach by the Entrant or of any of these Terms and Conditions; a negligent, willful or otherwise wrongful act or omission of the Entrant; fraudulent or dishonest acts or omissions by the Entrant; any breach by the Entrant of any applicable laws; any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant accepting the Free Seeds; the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant (or the act or omission of any other person).

9.5 The Promoter reserves its rights to revise, remove, or cancel the above mentioned offered incentives to an Entrant in the event that such Entrant breaches the Promoter's trust by means of directly or indirectly being involved in the handling, facilitating, distributing, selling, offer for sale, displaying, advertising, promoting, or undertaking any facilitation activities of any products counterfeiting or imitating Promoter's products, whether mixed or blended with any other goods. The Entrant will expressly undertake to use, in good faith, its best efforts to have the local retailers and distributors comply with this section.

**10. Termination of Program**

The Promoter may, in its absolute discretion and subject to State regulations, vary, cancel, suspend or terminate this Program at any time without liability to any Entrant or other person. The Promoter will not deliver any Free Seeds if the Program is terminated.

**11. Decisions final**

All decisions and actions of the Promoter relating to the Program and/or redemption of the Free Seeds are exercised in its absolute discretion and are final. No discussions or correspondence with Entrants or any other person will be entered into.

**12. Failure to enforce Terms and Conditions**

Failure by the Promoter to enforce any one of these Terms and Conditions in any instance will not give rise to any claim or right of action by any other person or Entrant.

**13. Personal information and privacy**

13.1 The personal information supplied by Entrants when entering this Program will be used by the Promoter in accordance with its Privacy Policy. Entrants should refer to the Privacy Policy for more information as Entry in this Program is an agreement to be bound by that policy.

13.2 Entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to [anz.vegevents@monsanto.com](mailto:anz.vegevents@monsanto.com). If an Entrant's details are removed prior to the conclusion of the Program and/or award of Free Seeds, that entrant forfeits their right to claim the Free Seeds.

13.3 The Promoter collects personal information in order to conduct the Program and may, for that purpose, disclose such information to third parties, including, but not limited to, Free Seeds suppliers or a regulatory authority and for any purpose to which the Entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes.

**14. Acceptance of Monsanto promotion material**

14.1 By submitting an Entry, an Entrant agrees to receive email communications from the Promoter including emails regarding news, events offers and future program

**15. Governing law**

15.1 These Terms and Conditions are governed by the laws of the State of Victoria, Australia.