**ADAMA TASMANIA TRIAL STUDY TOUR**

**Terms and Conditions**

1. In these Terms:

**ADAMA** means Adama Australia Pty Ltd (ABN 55 050 328 973) of Level 1, Building B, 207 Pacific Highway, St Leonards, New South Wales, 2065;

**Eligible Customer** means any retail customer of Nutrien Ag Solutions located in Australia who is a Nutrien Rewards Member and who purchases Relevant Products from Nutrien Ag Solutions during the Promotion Period;

**Nutrien Ag Solutions** means Nutrien Ag Solutions Limited Solutions Limited (ABN 73 008 743 217) of Level 10, 737 Bourke St, Docklands VIC 3008

**Promotion** means this ADAMA Tasmania Trial Study Tour promotion;

**Promotion Period** means the period commencing at 12:01 a.m. on 1 June 2022 AEST and finishing at 11:59 p.m. on 31 October 2022 AEST;

**Qualifying Customer** means:

* 1. an Eligible Customer that Nutrien Ag Solution’s records indicate is one of the ten highest ranked customers based on total amount spent on Relevant Products with Nutrien Ag Solutions in the Promotion Period (**Top Ten**); and
  2. where a member of the Top Ten declines an offer to participate in the Study Tour, the next highest ranked Eligible Customer shown in Nutrien Ag Solutions’ records based on total amount spent on Relevant Products with Nutrien Ag Solutions in the Promotion Period;

**Relevant Products** means ADAMA products available for sale by Nutrien Ag Solutions;

**Study Tour** means a four day study tour to Tasmania, Australia, proposed to take place in February 2023;

**Terms** means these Terms and Conditions; and

**Tour Participant** means a Qualifying Customer’s nominated representative for the purpose of participating in the Study Tour and that nominated representative’s guest.

1. For the purposes of ranking Qualifying Customers, where two or more Eligible Customers have spent the same total amount on Relevant Products in the Promotion Period, the Eligible Customer that spent that total amount earlier in time in time will be ranked higher.
2. ADAMA may offer participation in the Study Tour to Qualifying Customers, and will do so by telephone by 15 November 2022 or as soon as practicable thereafter.
3. If a Qualifying Customer wishes to accept an offer from ADAMA to participate in the Study Tour it must, by 30 November 2022, notify ADAMA and nominate its Tour Participants who must each:
   1. be aged 18 years or over;
   2. provide proof of identification; and
   3. comply with all applicable Federal and State health and travel requirements.
4. Unless otherwise specified by ADAMA in writing, the following costs of the Study Tour represent the total costs for which ADAMA is responsible:
   1. where Tour Participants are not based in Tasmania, economy return flights from domestic airport closest to the Tour participant’s usual place of residence, to Launceston airport;
   2. where Tour Participants are based in Tasmania, reasonable costs of transfers within Tasmania for the Tour Participants to join the Study Tour in Launceston;
   3. three nights’ accommodation at the hotel(s) selected by ADAMA (one room to be shared by one Qualifying Customer’s nominated Tour Participants – twin beds or a standard king bed may be nominated);
   4. breakfast, lunch and dinner included either at either the hotel(s) or other venues nominated by ADAMA.

Any and all other costs associated with the Tour participants’ participation in the Study Tour, including but not limited to mini bar charges and incidental travel or other costs, are the responsibility of the Tour Participants, and ADAMA expressly excludes liability for any and all such costs

1. Participation in the Study Tour is not exchangeable or transferrable, and cannot be redeemed for cash or any other form of compensation.
2. If a Tour Participant is unable to participate in the Study Tour (including due to illness or applicable health restrictions), the Tour Participant forfeits their place on the Study Tour.
3. Qualifying Customers that accept an offer from ADAMA to participate in the Study Tour, and Tour Participants, consent to their names being published in a news article on the Nutrien Ag Solutions website, and on ADAMA’s Study Tour landing page on its website.
4. ADAMA reserves the right to disqualify a Qualifying Customer or Tour Participant if ADAMA reasonably believes the Qualifying Customer or Tour Participant has breached these Terms, any applicable Federal or State law or other requirement, or has otherwise jeopardised the reputation of ADAMA, the Relevant Products, or Nutrien Ag Solutions.
5. If the Promotion or Study Tour is not capable of running as planned, or in the event of any act, circumstance or occurrence that affects the administration, fairness, integrity, proper conduct or security of the Promotion or Study Tour, ADAMA reserves the right to cancel, modify, suspend or terminate the Promotion.
6. ADAMA’s decisions in connection with the Promotion and the Study Tour are final, and no correspondence will be entered in to.
7. Any information a Qualifying Customer or Tour Participant provides to ADAMA may be used by ADAMA for the purposes specified in its Privacy Policy available at <https://www.adama.com/australia/en/privacy-policy>. ADAMA may disclose a Qualifying Customer’s or Tour Participant’s personal information to companies and agencies associated with the Promotion or Study Tour and to relevant authorities.
8. Qualifying Customers and Tour Participants acknowledge and agree there may be inherent risks in some aspects of the Study Tour, and that by accepting an offer to participate in the Study Tour they accept that risk.
9. To the maximum extent permitted at law ADAMA and its agents, employees and officers exclude liability of any kind whatsoever for any claim, cost, damage, expense, liability or loss (including but not limited to consequential loss) incurred or sustained as a result of, or in any way arising from or connected to, the Promotion or the Study Tour.