

Queensland Country Life Win A Heifer Competition

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The following terms and conditions apply for the **Queensland Country Life** Win a Heifer competition (the "Competition") and by submitting an Entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them.
- 1.2 These terms and conditions can be downloaded from www.qcl.farmonline.com.au

2. PROMOTER

The promoter is Rural Press Queensland (ABN 93009662284) trading as **Queensland Country Life**.

3. DURATION

- 3.1 Registrations will be taken from 00.01 am (Brisbane time) on Thursday, May 20, 2010 and 5pm (Brisbane) time on Monday, September 6, 2010 ("Registration Period").
- 3.2 Contesting will occur between 8.30am and 5pm weekdays from Thursday, May 20, 2010 to Friday, September 3, 2010 inclusive ("Contesting Days"). The Promoter reserves the right to extend the competition period at its own discretion.

4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of NSW/VIC/QLD/SA/ and WA aged 18 years or over who have purchased Queensland Country Life newspaper.
- 4.2 Employees, directors, management (and their immediate families) of the Promoter and Glenlands Droughtmaster Stud and their related bodies corporate are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.
- 4.3 Entrants warrant that they are entering this Competition in a wholly private nature and are not entering on behalf of an enterprise activity they are involved in.

5. METHOD OF ENTRY

- 5.1 To enter via Queensland Country Life newspaper:
- To be eligible entrants must purchase a 2010 issue of Queensland Country Life date between May 20 and September 2 to obtain the relevant entry form.
 - Entrants must then complete the entry form in full in the manner required and mail the fully completed original entry form in a stamped envelope and address the envelope as indicated on the entry form.
 - The entry form must be an original and no copies or images will be accepted.
 - Multiple entries will be accepted but each entry must contain an original entry form and must be posted as required in a separate stamped envelope.
 - The Promoter accepts no responsibility for late, lost or misdirected entries. Incorrect, incomplete or incomprehensible entries will be ineligible to enter.
 - Entries close 5pm, Friday, September 3, 2010.
 - The overall winner will be the first entry drawn from all entries received between May 20 and September 3, 2010. The winning entry must meet all entry criteria. The draw will take place on Tuesday, September 7 at 12 noon in the Queensland Country Life head office at Ormiston, Queensland.
- 5.2 Illegible, incomplete, incorrectly submitted, delayed, corrupted or incomprehensible Entries whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise will not be eligible to win a prize and will be disqualified. The Promoter reserves the right to disqualify any Entry which in the opinion of the Promoter includes any content that may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
- 5.3 Any person who is discovered to have used or attempted to use more than one name or mobile phone number in entering the Competition will be disqualified from participating in the Competition and/or redeeming a prize.

- 5.4 Unless otherwise stated in these terms and conditions, no person may enter this contest more than once and persons may not enter or participate in it on behalf of any third party.
- 5.5 All entrants acknowledge that the Promoter may rely on clauses 5.3 and 5.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.
- 5.6 Should an entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an Entry should be directed to the Promoter.

6. DRAW / JUDGING

- 6.1 The major prize draw will take place at 12 noon Brisbane time on Tuesday, September 7, 2010 at Queensland Country Life, Ormiston. The draw will be a manual random draw. The first entry drawn, provided it meets all entry criteria, will win the major prize.

7. PRIZE(s)

- 7.1 The prize value is an estimate only, as provided by the supplier, in Australian dollars, and **inclusive of GST** and is correct at the time of printing.
- 7.2 There is one prize to be won. The prize is one (1) of the following: Glenlands Country Life is a classic blend of Droughtmaster performance and pedigree. She boasts an excellent EBV panel of growth figures above the breed average and a very solid, predictable pedigree. Her sire, Calioran Benson is an integral part of the sire battery at Glenlands. Glenlands Country Life is a typical Benson daughter displaying length, femininity, tidy underline and udder formation, balance and conformation. Her extended pedigree involves a blend of 'breed greats' including Crusader Mission II and the Swan bulls, Horsham, 1636, Ironman and 609 and the show female, Glenlands Daffodil (Garthowen Zeno).

8. PRIZE CONDITIONS

- 8.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 8.2 All costs and expenses associated with the winner collecting/receiving the prize belong to the winner. This specifically includes transport.
- 8.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.
- 8.4 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
- 8.5 It will be each winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

9. NOTIFICATION

The will be notified by telephone immediately after the draw.

10. PRIZE COLLECTION

- 10.1 Prize winners will be required to collect their prize from Glenlands Droughtmaster Stud or at an alternative venue by mutual agreement with Glenlands Droughtmaster Stud. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of Entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 10.2 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

11. PRIZE AVAILABILITY

- 11.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided or becomes unavailable for any reason.
- 11.2 The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
- 11.3 In the event for any reason a winner does not take an element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value.
- 11.4 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

12. TAXES

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

13. UNCLAIMED PRIZES

Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations.

14. PUBLICITY MATERIALS

- 14.1 It is a condition of entry that the Promoter has the right to publicise the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Competition.
- 14.2 Entrants consent to their Entry being read out on air and/or to their telephone and other conversations with the Promoter being broadcast on air.
- 14.3 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.
- 14.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

15. COPYRIGHT

By entering this Competition all entrants:

- assign to the Promoter all rights including present and future copyright in their Entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- agree not to assert any moral rights in respect of their Entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and
- undertake to the Promoter that their Entry is not in breach of any third party intellectual property rights.

16. RELEASE AND INDEMNITY

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss (including, without limitation, indirect, special or consequential loss or loss of profits) or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury or death or damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

17. TAMPERING AND OTHER MATTERS

- 17.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud

or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition, subject to the approval of the gaming authorities in each state and territory, where required.

17.2 The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries including but not limited to electronic messages not received by the Promoter due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure, technical disruptions, network congestion or any other reason. The Promoter has no control over mobile telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.

17.3 The use of any computer automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

18. LINE DROP OUT AND INABILITY TO CONTACT

18.1 If an entrant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter related to participation or entry in the Competition (including where a third party answers the telephone on the contestant or winner's behalf) that person will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.

19. LEAVE FOR PARTICIPATION

Obtaining time off work and/or study or related activities to participate in the Competition and/or a prize will be the sole and absolute responsibility of each contestant.

20. EXCLUSION OF PARTICIPANTS

The Promoter reserves the right to exclude any person from participating in the Competition or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

21. MINORS

21.1 If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Promoter be awarded to the prize winner's parent or legal guardian.

22. TERMINATION OF COMPETITION

The Promoter may (subject to State Regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any entrant or other person. The Promoter will not award the prize if the Competition is terminated.

23. DECISIONS FINAL

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according to its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

24. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

25. PERSONAL INFORMATION AND PRIVACY

The personal information supplied by entrants when entering this Competition will be used for the purpose of conducting this Competition. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Competition or communication with entrants. Entrants' personal information supplied will be used by the Promoter in accordance with their Privacy Policies. All entrants may have their details removed from the Promoter's database by simply contacting at the Promoter. The Promoter is bound by the national Privacy Principles of the *Privacy Act* 1988. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.