

Terms and Conditions Competition

Sustain Social Media

1. Information on prizes and how to participate forms part of these terms and conditions. By participating in this promotion ("Promotion"), you agree to be bound by these terms and conditions.
2. The Promoter is Ballance Agri-Nutrients Limited, Hewletts Road
3. Mount Maunganui, Tauranga ("Ballance" or the "Promoter").
4. The Promotion is conducted via entry at <https://www.facebook.com/BallanceNZ/posts/1230311303741020>
5. Entry and participation in the Promotion is dependent on the entrant following and acting in accordance with the below terms.
6. The Promotion will commence at 6.00 am on September 18th, 2017 and will close at 8.00pm on October 8th, 2017 (the "Promotion Period"). Should the Promoter receive low or no entries to the Promotion, the Promoter reserves the right to extend the Promotion closing date.
7. To enter, eligible entrants must nominate someone they think deserves to win by using their name, with a link to their Facebook profile, in the comments of the competition Facebook thread.
8. Every unique nomination is considered an entry. The Promoter reserves the right to hide or block comments that are considered automated, spam or are not in line with the community guidelines of the Promoter's Facebook page.
9. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Face. Entrants release Facebook and its associated companies from all liabilities arising in respect of the Promotion.
10. Entry is only open to individuals aged 18 years and over and living in New Zealand. Ballance Agri-Nutrients employees, directors and other representatives of the Promoter and organisations involved in sponsoring or conducting the Promotion (and any individuals so involved) are ineligible, as are members of their immediate families and households.
11. Entry into the Promotion is free. However, any costs associated with accessing the Promotion online are the responsibility of the person seeking access and is dependent on the internet or mobile service provider used.

12. The Promoter accepts no responsibility for lost, late or misdirected entries. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these terms and conditions.
13. The entrant is responsible for the submission of their own entry during the Promotion Period and it is not the responsibility of the Promoter or any third party to ensure that a person is entered into the Promotion.
14. Judges' decision is final. No correspondence will be entertained.
15. The Promoter reserves the right to draw an alternate winner if the Promoter determines in its sole discretion that the winner does not comply with these terms and conditions of entry or where the Promoter has reasonable grounds to believe the winner will not comply with these terms and conditions of entry.

16. Prizes:

Main Prize

There will be one (1) Air New Zealand three night deluxe escape prize pack for two (2) people, with a total value of \$1,500 NZD. This will be drawn at the end of the 3 week competition period, on October 8th 2017 at 9.00pm.

Minor Prizes

In addition to the Main Prize, there will be six (6) Stoney Creek prize packs to be won as 'spot prizes'. These will be awarded as follows:
2 x prize packs awarded at random on Sunday 24th September, '17.
2 x prize packs awarded at random on Sunday 1st October, '17.
2 x prize packs awarded at random on Sunday 8th October, 17.

Each Stoney Creek prize pack consists of:

2 x pairs of Stoney Creek Jester Shorts

2 x Stoney Creek T-Shirts

Prize pack winners will be contacted from the official Ballance Agri-Nutrients Facebook Page and asked to provide their preferred sizes. In the event that their preferred sizing is not available, then the Promoter reserves the right to swap for a different size.

17. If the prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
 18. The winners will be chosen at the discretion of the promoter.
 19. The Promoter will use reasonable endeavours to contact the winner within five working days via private message from the Ballance Agri-Nutrients Facebook account. If for any reason the Promoter is unable to make contact with a winner within that period then the winner will forfeit the Prize and another winner may be drawn on the same terms and conditions as the original draw.
 20. The prize winner should allow up to 45 days from the draw for the delivery of a prize.
 21. No Prize or Give Away is transferable (except as permitted in these terms & conditions) or redeemable for cash.
 22. Winners names may be published via social media channels.
- I. Promoter, its affiliates, agents and their respective directors, officers and employees will not be responsible or liable for:
- i. any losses, damages, liabilities, deaths, injuries, claims, demands and/or proceedings (collectively, the "Liabilities") incurred or suffered by any party due to any delay and/or failure (including lost entries, mail delay or loss) in receiving and submitting the entries as a result of any communication error, interruption, human error and/or failure by Promoter and/or any third party;
 - ii. any Liabilities incurred or suffered by any participant or his/her authorised representatives resulting from their participation in this Promotion or fulfilment of any prize;
 - iii. any error (including error in notification of winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission;
 - iv. any changes made by Promoter or any third party supplier, or the organiser, administrator or sponsors of this Contest or the prize; and/or
 - v. any liabilities incurred or suffered arising from any act beyond their control or for any act, omission or default of any third party.
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23. All taxes and other expenses, costs, fees or taxes associated with the prize are the sole responsibility of winners.
 24. All participants undertake to comply with the publicity requirements of Promoter and grant Promoter and its affiliates the irrevocable, perpetual, non-royalty right to feature or publicise on any platform

owned/operated by Promoter any materials submitted by the participants.

25. Personal information of participants will be collected to enable Promoter to administer and promote this Promotion and to contact the winners and may also be provided to other third parties assisting Promoter in this regard, including without limitation, prize suppliers and deliverers, and authorities which regulate this Promoters (if applicable). If a participant does not truthfully provide all the requested personal information, Promoter reserves the right to disqualify or reject his/her entry.
26. Promoter reserves the right to amend these terms and conditions at any time and without notice. Participation in this Promotion shall constitute acceptance of these terms and conditions and the amendment thereof.
27. This Promotion and these terms and conditions shall be governed by the laws of New Zealand, without regard to the conflict of laws.