

## ADVANTA SEEDS \$100 HYOLA CANOLA CASHBACK TERMS AND CONDITIONS

1. Information on how to enter and claim the Hyola® Canola Cashback form part of these Terms and Conditions of offer. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Offer is only open to residents of Australia. Employees and the immediate families of the Promoter are ineligible.
3. To be eligible, consumers must purchase one or more of the following Advanta Seeds Canola Hybrids with either Cruiser Opti + Maxim XL or Poncho Plus + Maxim XL treatment between 15 November 2016 and 30 June 2017 for \$100 cashback per bag of seed purchased; Hyola® 600RR or Hyola® 725RT.
4. To make a valid claim, consumers must complete and submit a claim by 30 June 2017. Claim forms are available at [www.pacificseeds.com.au/canolacashback](http://www.pacificseeds.com.au/canolacashback). Consumers must complete the form in full and include a copy of their tax invoice as proof of purchase. Consumers may either complete the online form or print and fax the form and copy of invoice to (07) 4690 2622 by 31 July 2017. The rebate amount issued is inclusive of GST and will be issued by Electronic Funds Transfer (EFT) payable to the name appearing on the tax invoice.
5. All payments, including cheque payments will be made by 30 September 2017.
6. Multiple purchases permitted, subject to the following: (a) only one claim permitted per specified purchase requirement; and (b) each claim must be submitted in accordance with claim requirements.
7. Valid for eligible purchases made between 15 November 2016 and 30 June 2017 (inclusive) for the listed Advanta Seeds GM canola hybrids, with seed treatment of either (a) Cruiser Opti and Maxim XL or (b) Poncho Plus and Maxim XL: Hyola® 600RR or Hyola® 725RT. Offer is subject to availability of supply.
8. The purchase date is determined by the date printed on the Advanta Seeds' authorised reseller's tax invoice submitted as proof of purchase. Any claims or proof of purchase received after the 31 July 2017 will be deemed invalid.
9. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting the place of purchase) and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The claimant agrees that if they have obtained the rebate, they will pay back the Promoter the value of the rebate, if they subsequently return the product to the place of purchase and seek a refund under any returns policy that the relevant reseller may have.
10. The Promoter accepts no responsibility for late, lost, damaged, stolen or misdirected mail. Incomplete, indecipherable, or illegible claims will be deemed invalid.
11. Claimants must retain a copy of their tax invoice for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to rebate. The tax invoice must clearly specify the store of purchase, tax invoice number and purchase date.
12. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The Promoter collects personal information in order to conduct the Promotion. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes. Claimants should direct any requests to access, update or correct information to the Promoter. All claims become the property of the Promoter. Privacy policy may be viewed at <https://www.pacificseeds.com.au/privacy-policy.html>
15. It is the responsibility of the claimant to provide the correct mailing/email address and the correct details for the bank account for the rebate payment to be made into if choosing payment by EFT. Returned funds will be subject to a fee from the bank. This fee will be passed onto the claimant and will be deducted from any rebate payment thereafter.
16. If the claimant is under the age of 18 years, the rebate will be awarded to the claimant's nominated parent or guardian.
17. The Promoter accepts no responsibility for any tax implications that may arise from this promotion. Independent financial advice should be sought by the claimant.
18. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of property); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or offer that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the offer value to that stated in these Terms and Conditions; or (e) participation in the offer.
19. Claims are not transferable, assignable or exchangeable for other goods or services.
20. Claims cannot be made on back orders.
21. This offer cannot be combined with any other promotional offer. This includes special deal pricing.
21. The Promoter is Advanta Seeds Pty Ltd of 268 Anzac Avenue, Toowoomba QLD 4350. (ABN 87 010 933 061) .