

TERMS AND CONDITIONS

Elders Insiders Client Community

1. Elders Insiders Client Community is a forum for Elders to gather feedback from clients and potential clients and to measure client satisfaction. It consists primarily of a web-based platform through which participants may respond to Elders' specific queries from time to time. It may also involve participants being interviewed (either in person or via telephone) and attending other events that Elders may organise from time to time.
2. Elders anticipates that the Elders Insiders Client Community will help Elders to improve the nature and extent of the goods and services it provides to clients for the benefit of both Elders and its clients.

Eligibility

3. A person is eligible to participate in the Elders Insiders Client Community if he or she:
 - (a) is 18 years of age or older, or otherwise has obtained consent to participate in the Elders Insiders Client Community from his or her parent or guardian;
 - (b) lives in Australia;
 - (c) has an email address that is active and permanent;
 - (d) agrees to participate in a survey at least once a year (not including the qualifying survey mentioned in paragraph 4(a) below); and
 - (e) agrees to abide by these Terms and Elders' privacy policy, which is available at: www.elders.com.au/privacy.

Registration

4. Before he or she may participate in the Elders Insiders Client Community, a person who satisfies the criteria listed in clause 3 must:
 - (a) accurately complete a qualifying survey, which may seek information such as:
 - (i) demographic information relating to the person or the person's household; and
 - (ii) opinion information (for example, the person's opinion on foreign investment or technology); and
 - (b) receive an email from Elders confirming that the person may participate in the Elders Insiders Client Community.
5. A person will be a "Registered Participant" from the time the steps set out in paragraph 4 above are completed until such time as the person indicates that he or she no longer wishes to participate in the Elders Insiders Client Community or Elders suspends or terminates the person's participation in accordance with these Terms.
6. Registered Participants agree:
 - (a) to inform Elders of any changes to the information that he or she provided when registering;
 - (b) to keep his or her user details (such as assigned usernames and passwords) confidential and secure;
 - (c) to notify Elders immediately if he or she becomes aware of any unauthorised use of his or her user details;
 - (d) to participate in the Elders Insiders Client Community in a lawful and respectful manner and in accordance with Elders' directions from time to time;

- (e) that the copyright to any Material that he or she creates in the course of his or her participation in the Elders Insiders Client Community (including in relation to the Monthly Survey) is assigned to Elders on creation by virtue of this paragraph, and he or she unconditionally and irrevocably consents to any act or omission that would otherwise infringe any moral rights that he or she may have in relation to in any such Material;
- (f) to refrain from linking to the website of the Elders Insiders Client Community from any other website (or authorise any other person to do so) without Elders' prior written consent; and
- (g) to provide Elders, upon request, with verification of his or her identity in a form acceptable to Elders.

Participation incentive

7. Elders may, from time to time, invite Registered Participants to participate in surveys (**Monthly Survey**).
8. Registered Participants who complete a Monthly Survey will have the ability to enter a competition to win one of five (5) electronic vouchers worth \$50 AUD each (**the Monthly Prize**).
9. To enter a competition, Registered Participants must:
 - (a) abide by these Terms and Conditions;
 - (b) completed the Monthly Survey;
 - (c) at the end of the Monthly Survey, answer the competition question in 25 words or less (**Competition Answer**).
10. The winners of the Monthly Prizes will be decided by a panel of judges (**Judges**), nominated by Elders, who will judge the Competition Answers with the Monthly Prize awarded on the basis of creativity, literary merit, originality and suitability or as otherwise specified.
11. Prize winners will be notified via email within the five (5) days following the winner being determined. All the winners will have their names published on the website of Elders Insiders Client Community.
12. Monthly Prizes will be provided electronically to the winner's email address within ten (10) working days of the draw.
13. Elders' decisions in relation to the Monthly Survey, the Monthly Prize and the Competition Answer are final and no correspondence will be entered into.

Elders' rights

14. Elders may amend these Terms at any time. If it does, the amended Terms will be posted on the website of the Elders Insiders Client Community and Registered Participants will be considered to have accepted the amended Terms by their subsequent or continued participation in the Elders Insiders Client Community. If a Registered Participant objects to any amendments to the Terms, he or she may discontinue his or her participation in the Elders Insiders Client Community. He or she will not have any other remedy.
15. Elders reserves the right, in its absolute discretion, to suspend or terminate a Registered Participant's access to all or any part of the Elders Insiders Client Community if it believes that the Registered Participant has breached these Terms, is no longer an active participant, or has falsified any identification requirements.
16. Except as expressly provided otherwise in these Terms, Elders reserves the right to change or discontinue any website, feature or service (or part thereof) of the Elders Insiders Client Community at any time.
17. Elders may feature or display links and pointers to websites operated by third parties, or advertisements of various types, on the website of the Elders Insiders Client Community. Such websites or advertisements do not

form part of the Elders Insiders Client Community and are not under Elders' control. Elders does not accept any responsibility in connection with any such website or advertisement and does not recommend or endorse the relevant advertiser or its products or services. If a Registered Participant links to any such websites or advertisement, he or she leaves the website of the Elders Insiders Client Community entirely and he or she does so at his or her own risk.

18. Elders reserves the right (but has no obligation):

- (a) to review, modify, reformat, reject or remove any Material which a Registered Participant uploads, posts, transmits or otherwise makes available (or attempts to upload, post, transmit or otherwise make available) that, in Elders' opinion, contravenes these Terms or otherwise has the potential to harm, endanger or violate the rights of any person, entity or organisation; and
- (b) to monitor the use of the website of the Elders Insiders Client Community, and store or disclose any information that it collects, including in order to investigate compliance with the Terms or for the purposes of any police investigation, governmental request or court order.

Limitation of liability and indemnity

19. Registered Participants participate in the Elders Insiders Client Community at their sole risk. If a Registered Participant has a concern about his or her experience with the Elders Insiders Client Community he or she should report it to Elders immediately. Except where expressly stated otherwise, Material on the website of the Elders Insiders Client Community is provided as general information only. It is not intended as advice and must not be relied upon as such. Registered Participants should make their own inquiries and take independent advice tailored to their specific circumstances prior to making any decisions. Elders does not make any representation or warranty that any Material on the website of the Elders Insiders Client Community will be reliable, accurate or complete, nor does Elders accept any responsibility arising in any way from errors or omissions. Elders will not be liable for loss resulting from any action or decision by Registered Participants in reliance on the Material on the website of the Elders Insiders Client Community, nor any interruption, delay in operation or transmission, virus, communications failure, internet access difficulties, or malfunction in equipment or software. Registered Participants acknowledge that Elders is not responsible for, and accepts no liability whatsoever in relation to, any other Registered Participant's use of, access to or conduct in connection with the Elders Insiders Client Community in or under any circumstances.
20. Registered Participants agree fully to indemnify and hold Elders harmless against any expenses, costs, loss (including consequential loss) or damage that Elders may suffer or incur as a result of or in connection with a Registered Participant's use of, access to or conduct in connection with the Elders Insiders Client Community, including any breach by the Registered Participant of the Terms.

Miscellaneous provisions

21. Except where expressly provided otherwise in the Terms, Registered Participants do not have any right, title or interest in or to any proprietary rights relating to Elders. Nothing displayed on the website of the Elders Insiders Client Community should be construed as granting any right of use in relation to any logo, masthead or trade mark displayed on the website of the Elders Insiders Client Community without the express written consent of the relevant owner.
22. No waiver of any term of the Terms shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Terms shall not constitute a waiver of such right.
23. These Terms are governed by the laws of South Australia. Registered Participants irrevocably consent to the non-exclusive jurisdiction of the courts of South Australia, the Federal Court of Australia (Adelaide registry), and courts of appeal therefrom to determine any matter or dispute which arises under the Terms.
24. In these Terms, unless the context requires a different interpretation:

- (a) if the day on which any act, matter or thing is to be done under these Terms is not a Business Day, the act, matter or thing must be done on the next Business Day;
- (b) references to time are references to Australian Central Standard Time;
- (c) a reference to “dollars” or “\$” means Australian dollars;
- (d) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (e) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) a word which indicates the singular includes the plural and vice versa, and a reference to any gender includes other genders;
- (g) “include” or “including” are not words of limitation; and
- (h) any examples are given for illustrative purposes only and do not limit the concepts to which they relate.

25. In these Terms, unless the context requires a different interpretation:

- (a) “Elders” means Elders Rural Services Australia Ltd ACN 004 045 121 of Level 10, 80 Grenfell Street, Adelaide, South Australia;
- (b) “Material” means text, illustrations, photos, audio, video, any combination of these or other material (including third party content);
- (c) “Monthly Survey” has the meaning specified in paragraph 7 above; and
- (d) “Registered Participant” has the meaning specified in paragraph 5 above.