

## **New Holland Agriculture Australia Bake Off**

### **1. Eligibility**

- 1.1 Employees of CNH Industrial Australia Pty Limited trading as New Holland Agriculture (**New Holland**) and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Competition.
- 1.2 The Competition is subject to all applicable federal, state, and local laws and regulations.

### **2. Agreement to Rules**

- 2.1 By participating, the Contestant (**You**) agree to be fully unconditionally bound by these Rules.
- 2.2 You represent and warrant that You meet the eligibility requirements.
- 2.3 You agree to accept the decisions of New Holland as final and binding as it relates to the content of this Competition.

### **3. Competition Period**

- 3.1 Entries will be accepted online starting on 11<sup>th</sup> of June and ending last day of November.
- 3.2 All online monthly entries must be received by the last day of the month.

### **4. How to Enter**

- 4.1 The Competition must be entered by submitting an entry using the online form provided at the New Holland Agriculture Australia Face Book & Instagram sites.
- 4.2 The entry must fulfil all Competition requirements, as specified, to be eligible to win a prize.
- 4.3 You may enter more than once.
- 4.4 You must provide the information requested.
- 4.5 If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of New Holland.

### **5. Prizes**

- 5.1 Winner(s) of the Competition will receive monthly prize of 125 years merchandise to the value of \$150.
- 5.2 Actual/appraised value may differ at time of prize award.
- 5.3 The specifics of the prize shall be solely determined by New Holland. No cash or other prize substitution shall be permitted except at New Holland discretion.
- 5.4 The prize is non-transferable.
- 5.5 No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.
- 5.6 Acceptance of prize constitutes permission for New Holland to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

### **6. Winner Selection and Notification**

- 6.1 Winner/s will be selected by members of the New Holland Marketing Team under the supervision of CNH Industrial legal counsel.
- 6.2 Winner/s will be notified by electronic communications, within five (5) days following selection of Winner.
- 6.3 New Holland shall have no liability for a winner's failure to receive notices due to spam, junk e-mail or other security settings or for a winner's provision of incorrect or otherwise non-functioning contact information.
- 6.4 If Winner/s cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected.
- 6.5 Receipt by Winner of the prize offered in this Competition is conditioned upon compliance with any and all federal, state, and local laws and regulations.
- 6.6 ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT NEW HOLLAND'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE COMPETITION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

### **7. Rights Granted by You**

- 7.1 By uploading content You understand and agree that New Holland, anyone acting on behalf of New Holland and New Holland's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Competition, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

- 7.2 You warrant that anyone depicted in a photograph has given their permission for the inclusion of their image in the entry and the use of their image by You.
- 7.3 By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights.
- 7.4 If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of New Holland.
- 7.5 If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims.
- 7.6 You shall indemnify, defend, and hold harmless New Holland from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which New Holland may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

## **8. Cancellation**

- 8.1 New Holland reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition should virus, bug, non-authorized human intervention, fraud, or other cause beyond New Holland's control corrupt or affect the administration, security, fairness, or proper conduct of the Competition.
- 8.2 If any of the events contemplated above occur, New Holland may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by New Holland.
- 8.3 New Holland reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Competition or website or violates these Terms & Conditions.
- 8.4 Any attempt by You to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws.
- 8.5 Should such attempt be made, New Holland reserves the right to seek damages to the fullest extent permitted by law.

## **9. Limitation of Liability**

- 9.1 By entering, You agree to release and hold harmless New Holland and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from:
  - 9.1.1 Your participation in the Competition and Your acceptance, possession, use, or misuse of any prize or any portion thereof;
  - 9.1.2 technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment;
  - 9.1.3 the unavailability or inaccessibility of any transmissions, telephone, or Internet service;
  - 9.1.4 unauthorised human intervention in any part of the entry process or the Promotion;
  - 9.1.5 electronic or human error in the administration of the Promotion or the processing of entries.

## **10. Disputes**

- 10.1 This Competition is governed by the laws of Australia
- 10.2 As a condition of participating in this Competition, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Competition, shall be heard exclusively before a court located in the Commonwealth of Australia having jurisdiction.