

DETAILS, TERMS AND CONDITIONS OF COMPETITION

Permit number: Authorised under NSW Authority No. TP/02555 ACT Permit No. TP 23/01921.

Part A – Competition Details

Competition title	Win a Dometic cooler with cover
How to enter	Spend \$500 on Case IH/New Holland genuine parts or service at any participating Case IH or New Holland Dealer.
Who may enter	Entry is only opened to persons who during the Competition Period, are: <ul style="list-style-type: none">- At least 18 years of age; and- Residents of Australia or New Zealand.
Prize details	There are 209 prize packages to be won. One for each participating dealership, Each prize package contains: 1 x Dometic CFX345 46L Portable Fridge or Freezer 1 x Dometic CFX3 Protective Cover 45 Prize package valued at \$1,774 each Total prize pool valued at \$370,766 AUD
Judging Date	Entries will be drawn by each dealership on Date: Wednesday 3 rd January 2024 Time: 11am Location: Participating Dealership
Relevant State(s)	New South Wales, Victoria, Queensland, South Australia, Western Australia, Northern Territory, Australian Capital Territory and Tasmania and New Zealand
Maximum number of entries per individual entrant	Unlimited
Competition Period	Start date: 24 September 2023 Close date: 31 December 2023
Notification and Publication of Winners	Winners will be notified via phone within 2 business days of being selected.
Additional Terms	ACT residents are only eligible to enter prize pool of NSW and VIC. Total potential prize pool for ACT residents is: \$154,338.

Part B – Term and Conditions

1. Introduction

- 1.1 These terms and conditions (**Terms**) apply to the game of chance described in Part A (the **Competition**). By entering the Competition, you acknowledge that you have read and understood, and agree to be bound by these Terms. IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT ENTER THE COMPETITION.
- 1.2 The Competition will be conducted by CNH Industrial Australia Pty Limited (ACN 000 031 130) of 31-53 Kurrajong Road, St Marys NSW 2760 (the **Promoter**) during the period specified in Part A (the **Competition Period**).
- 1.3 Entry into the Competition is deemed acceptance of the Terms (as amended from time to time).

2. Entering the Competition

- 2.1 To be eligible to enter the Competition, you must be aged 18 years or over and be an Australian or New Zealand resident.
- 2.2 You must spend a minimum of \$500 at the participating dealer on genuine parts or service to receive an entry ticket. For each \$500 spend you will receive an entry ticket. E.g., a customer who completes \$2,500 purchase will service 5 entry tickets.
- 2.3 You must fully complete the competition entry form that will be provided by the staff member during the Competition Period and place in the entry box/barrel.
- 2.4 Employees (and the immediate families) of the Promoter, participating dealers and agencies associated with this promotion are ineligible to enter.

3. Entries

- 3.1 To enter you must complete a form with your full name, address, email, phone number and follow the entry method and any instructions specified in Part A (the **Entry**).
- 3.2 The form will be made available after an eligible purchase and be provided by the dealership staff throughout the Competition.
- 3.3 Entries must be received by the Promoter during the Competition Period.
- 3.4 Each entrant is responsible for notifying the Promoter of any changes to their residential address, email address or phone number during and after the Competition Period.
- 3.5 All entries become the property of the Promoter. The Promoter may use the entrant's name for any commercial purpose, including future promotional marketing purposes.

4. Prize

- 4.1 There is one prize to be won at each participating dealership. A prize valued at \$1,774 AUD will be awarded to each winner.
- 4.2 The total prize pool is valued at \$370,766 AUD.
- 4.3 Promotion of the prize commences on 20 September 2023 and closes on 31st December 2023 at 11:59PM.
- 4.4 Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, it will be substituted for another prize of equal value.
- 4.5 If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.
- 4.6 The Promoter takes no responsibility for any prizes that have been damaged, lost or stolen once issued to the winner.

5. How the winner(s) are determined

- 5.1 The Competition is a game of chance.
- 5.2 At the time and date specified in Part A (Judging Date), each validly submitted Entry will enter the draw to be randomly selected as the Competition winner.
- 5.3 Prizes will be drawn by random draw of the Entries at each participating dealership.
- 5.4 The first draw will take place at 11 am on Wednesday 3rd January 2024.
- 5.5 The winner will receive a prize.

6. Notification and claiming the prize

- 6.1 Winners will be notified by telephone and/or SMS within 2 business days of the Judging Date and their delivery details will be requested.

- 6.2 The Promoter will provide each winner with instructions on how to claim their prize. It is the responsibility of each winner to comply with the Promoter's instructions.
- 6.3 Prizes must be claimed within one (1) month of being notified. If a winner fails to provide their delivery information or collect their prize within one (1) month of being notified, they will be deemed to have waived their right to claim the prize.

7. Unclaimed prizes

- 7.1 The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their prize. However, if a winner cannot be identified or does not claim the prize within the specified time, the Promoter may, at its discretion, withdraw the prize or award the prize to the next valid entry.
- 7.2 Each winner of an unclaimed prize will be determined and notified in accordance with clauses 5 and 6.
- 7.3 In the event of an unclaimed prize a redraw will take place at the participating dealership at 11 am on Friday 1st March 2024.

8. Disclaimers

- 8.1 The Promoter reserves the right to verify the validity of entries, prize claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry or prize claim that is not in accordance with these Terms or who tampers with the entry process.
- 8.2 An entry that is incomplete, indecipherable, illegible or non-compliant with these Terms is invalid and will not be accepted or considered.
- 8.3 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 8.4 The Promoter is not responsible for lost, late, incomprehensible or incorrect entries.
- 8.5 The Promoter does not accept responsibility for any tax implications that may arise from prize winnings in the Competition. The winner should seek independent financial advice about such matters.
- 8.6 The Promoter is entitled to cancel, terminate, modify or suspend the Competition in the event of war, terrorism, state of emergency, disaster, technical failures or fraud (without limitation) and any other event outside its reasonable control.

9. Exclusions

- 9.1 The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including without limitation direct, indirect and consequential loss and damages) or for personal injury suffered or sustained as a result of an individual entering or trying to enter the Competition or accepting any prize offered as part of the Competition, except for any liability which cannot be excluded by law.
- 9.2 In some cases, the provisions of the *Competition and Consumer Act (Cth) 2010* and other statutes either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent.

10. Termination

The Promoter may disqualify an Entry in the Competition in the event of non-compliance or breach of the Terms, failure to meet any Entry requirements or if (in its reasonable opinion) an entrant has tampered with or interfered with an Entry mechanism in any way.

11. Your personal information

- 11.1 As a result of your entering the Competition, the Promoter may collect certain personal information about you, such as your name, address, and telephone number.
- 11.2 Unless you object, this information may be used to (i) send you news, information and material in relation to the Competition, (ii) monitor who is entering the Competition, (iii) profile entrants.
- 11.3 The Promoter may disclose your personal information for any purpose incidental to your entering into and its operation of the Competition.
- 11.4 The Promoter may use this information for the purposes of the conduct of the Competition and the compilation of survey results and evidence.
- 11.5 The Promoter may disclose this information to third parties who provide us with administrative or other services in relation to the Competition.
- 11.6 You consent to The Promoter using and disclosing your personal information in these ways.
- 11.7 If you notify The Promoter that you do not wish it to use your personal information for any particular purpose, the Promoter will endeavour to take the necessary measures to meet your request unless:
 - a. The Promoter is required to disclose information by law

- b. the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security as a necessary part of their business.

12. Indemnity

You release and agree to keep the Promoter indemnified from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by us, our directors, employees, agents and representatives arising out of your entry in the Competition or any claim by a third party arising from an act or omission by you.

13. Severability

If any part or provision in these conditions is found to be invalid, unenforceable or illegal for any reason, that part or provision shall be severed and the remaining provisions shall continue in full force.

14. Entire Agreement

These conditions constitute the entire agreement between you and the Promoter.

15. Governing Law

By entering the Competition, you accept that this agreement is to be interpreted, governed and construed in accordance with the laws of the States or Territories of Australia in which the Competition is held and the courts of that State or Territory shall have exclusive jurisdiction.