

MARKETING BULLETIN

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PARTS TRACTOR COMPETITION 2024



2. TERMS AND CONDITIONS

1. The Promoter of this Competition is CNH Industrial AG and CE (Pty) Ltd (the "Promotor") with company registration number: 2020/79678/07 and registered address situated at 14 Industrie Road, Isando, Gauteng, South Africa, 1601.
2. The Participant shall mean a Customer purchasing any genuine CNH Parts to the value of R10,000.00 (ten thousand rand) or more in a single transaction during the Competition Period at any Case IH branches and/or authorised Case IH and/or New Holland AG Dealers parts counter.
3. By entering the Competition, the Participant(s) agree to accept these terms and conditions, outlined herein.
4. The Participant(s) must be:
 - 4.1 a natural person 18 (eighteen) years or older and possess a South African Identity document; or
 - 4.2 a juristic person duly registered and incorporated under South African law;
5. This Competition is closed to the directors, employees, dealers, agents or consultants of the Promotor, or their spouses, life partners, business partners or immediate family members, or the supplier of goods and services in connection with the Competition.
6. The Promotor reserves the right to cancel, suspend or amend the terms and conditions of the Competition at any time. Any changes to the terms and conditions of the Competition will be communicated to the Participant(s) as soon as reasonably possible.

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7. The Competition's period will be from 01 October 2024 to 31 December 2024 ("Competition Period").
8. In the event of any dispute relating to the Competition, the decision of the Promotor shall be final and no correspondence or discussion shall be entered into with a Participant(s).
9. By participating in the Competition, the Participant(s) agree to release and hold the Promotor harmless from any and all losses, harm, damages, rights, claims, and actions of any kind in connection with the Competition or resulting from their participation in the Competition, including, without limitation, personal injuries, death, and property damage, as well as claims based on publicity rights, defamation, or invasion of privacy.
10. If the Competition is cancelled or suspended, the Participant(s) agree to waive any rights that they may have in terms of the Competition and acknowledge that they have no recourse against the Promotor, its employees, agents, partners, suppliers or sponsors.
11. To enter the Competition, the Participant(s) must, during the Competition Period:
 - 11.1. Purchase any genuine CNH Parts to the value of R10,000.00 (ten thousand rand) or more in a single transaction from selected Case IH branches and/or authorised Case IH and/or New Holland AG Dealers ("Qualifying Transaction");

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12. There is no restriction on the number of entries a Participant can receive for a Qualifying Transaction. A Participant will receive 1 (one) entry to the Competition for every R10,000.00 (ten thousand rand) they spent on a Qualifying Transaction.
13. Complimentary prize to enter the Competition:
 - 13.1 Participant(s) will receive a complimentary prize consisting of a 12 (twelve) month's free online subscription to Landbou.com for every first Qualifying Transaction of each month during the Competition Period.
 - 13.2 A Participant may assign and/or transfer any additional complimentary 12 (twelve) months' free online subscriptions to Landbou.com received during subsequent months of the Competition Period, to any person of their choice.
 - 13.3 If a Participant, as defined in clause 4.2 above, receives the complimentary prize, the Participant must nominate a representative from within the Participant's organisation to claim the complimentary prize.
14. The winners of the Main prize(s) will be selected from all the Participant(s) who successfully entered the Competition during the Competition Period, as follows:
 - 14.1 Each month during the Competition Period, the Promotor will randomly select 2 (two) Participant(s) via a lucky draw: 1 (one) Participant will be selected from the Case IH branch and Case IH Dealer Network, and 1 (one) Participant from the NHAG Dealer Network. These selected Participant(s) will qualify for the final lucky draw to win the Main prize(s).

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14.2 The 2 (two) winners of the Main prize(s) will be selected via a final lucky draw from the 6 (six) Participant(s) who qualified in terms of clause 14.1;

14.3 In the event of a technical failure in determining the winners, regardless of the cause, an alternative method may be used at the sole discretion of the Promotor to select the winners;

15. The Main prize(s) of the Competition are 2 (two) new Tractors, which includes the licence and registration in the winner (s) name and standard warranty:

15.1 The first selected winner will win a 2024 Case IH JX45T (2WD) Tractor;

15.2 The second selected winner will win a 2024 New Holland TT45 (2WD) Tractor;

16. The remaining 4 (four) qualifying Participant(s) selected in terms of clause 14.1 will each receive a merchandise hamper valued at approximately R 2500.00 (two thousand five hundred rand): 2 (two) selected Participant(s) will each receive a Case IH merchandise hamper and the other 2 (two) selected Participant(s) will each receive an NHAG merchandise hamper;

17. The Main prize(s) and the merchandise hampers are not transferable, may not be exchanged for cash and are subject to availability. The Promotor reserves the right to substitute the Main prize(s) or the merchandise hampers with any other suitable prize upon notice.

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18. The Main prize(s) and the merchandise hampers will be handed over by the Promotor to the respective Participant at the Case IH branch or authorised Case IH / NHAG dealer where the Participant entered the Competition.
19. The Promotor will take all reasonable steps to notify the winners during January 2025 and shall be entitled to utilise any suitable method to notify the winners, at the Promotor's sole discretion.
20. The Participant(s) may be requested to participate in reasonable promotional activities. The Promotor reserves the right to publish the Participant(s)' name, surname, and/or photograph(s). The Participant(s) consent to such publication, unless the Participant specifically object to the publication in writing, stating the reasons for the objection.
21. The Promotor and its subcontractors are not liable for any lost, delayed, misdirected, unintelligible, or incomplete electronic mail, telephone, post, electronic hardware and software programs, network, internet, and computer malfunctions, delays, failures, difficulties, transmission errors, or any conditions caused by events beyond the control of the Promotor, which may disrupt or corrupt the Competition.
22. By participating, the Participant(s) agree to the Promotor collecting, processing, and retaining their personal information ("Personal Information") necessary for the relationship between the parties to facilitate the Competition. Additionally, the Participant(s) consent to the Promotor retaining their Personal Information as long as needed to support the Promotor's legitimate business interests and acknowledge that the Promotor may take reasonable steps to update or delete such information.

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23. The Participant(s) acknowledge that the Promotor takes reasonable and practical measures to protect their Personal Information. However, errors or malfunctions may occur. To the fullest extent allowed by law, the Participant(s) agree to indemnify and hold harmless the Promotor, its employees, and agents from any liability, damages, or legal actions arising in any manner, including from negligence by the Promotor, its employees, or agents. The Promotor will not be liable for any damages or losses suffered by Participants who take part in the Competition.
24. In the event that any Participant(s) wishes to object to the processing of his or her Personal Information, which right the Participant(s) is at all times entitled to exercise, the Participant(s) must direct such a request to the Promotor's Deputy Information Officer at the following email address: adri.botha@cnh.com
25. The Personal Information provided by the Participant(s) will be used in conjunction with the Promotor's Privacy Policy, which can be sourced on the Promotor's website.
26. Unlawful, fraudulent, or otherwise dishonest conduct or any conduct in breach of these terms and conditions by a Participant, as determined by the Promotor in its sole discretion, may result in disqualification of the Participant from the Competition and as a result will not be eligible to win any prize.
27. In the event the Promotor makes any indulgence or deviation of these terms and conditions in favour of Participant(s), then such indulgence or deviation shall not be misconstrued to be a breach or waiver of these terms and conditions or any rights of the Promotor.

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28. The above clauses are severable from each other. In the event that any clause or part thereof is unenforceable in law, then that clause or part thereof shall be severed from these terms and conditions, and the surviving clauses and parts thereof shall remain in force.
29. These terms and conditions shall be deemed to be the entire agreement between the parties relating to the Competition and shall supersede all prior discussions, negotiations and other documents related to the subject matter.
30. The Competition shall be governed in accordance with the laws of the Republic of South Africa.

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