John Deere 2024 Demo Day Competition



Terms and Conditions Australia & New Zealand

Participation in this competition is deemed acceptance by entrant ("you" or "your") of these terms and conditions of entry established by John Deere Limited (the "Promoter", "us" or "we").

- 1. The John Deere 2024 Demo Day Competition (the "Competition") opens at 09h00 (AEST) Saturday 31st August 2024 and closes at 23h59 (AEST) Wednesday 11th September 2024.
- 2. Any entries after the closing time specified in paragraph 1 above will not be added to the prize draw.
- 3. Entry is open to residents of Australia & New Zealand who are 18 years old or over when they enter the Competition.
- 4. Employees of John Deere Limited, and John Deere dealers, their families and friends are not eligible to participate in the Competition.
- 5. To enter, entrants must have filled in all mandatory fields and agreed to terms and conditions on the entry form on our competition web page https://deere.com.au/en/forms/agriculture/john-deeredemo-day-competition/. The competition entry form will be available via scanning a QR code located at each participating dealerships John Deere Demo Day event.
- 6. In addition, in order to qualify as the winner of the Grand Prize (as defined below), the winner/s may be required to participate in a small promotional photoshoot to promote the John Deere Demo Day 2024 for use across social media throughout Australia and New Zealand, with all usage rights belonging to the Promoter. The photoshoot will take place at a time suitable to both the winner/s and promoter, with exact dates to be agreed upon by winner/s. Costs of the photoshoot development and production will be paid by Promoter.
- 7. There is one (1) grand prize to be won.
- 8. Incomplete or indecipherable entries will be deemed invalid. The promoter reserves the right to verify the validity of entries and entrants, and to disqualify any entry that is not in accordance with these terms and conditions. Any person submitting fraudulent entries will be disqualified from the Competition.
- 9. This is a game of chance in determining the winner. The Winner will be randomly drawn. The Promoter's decision in relation to the winner and any other aspect of the promotion will be final and binding on every entrant.
- 10. The first qualifying entry randomly drawn will win one (1) Grand prize, the Grand prize pack has a total value of AU\$8,733.45 with a total prize pool value of AU\$8,733.45
- 11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 12. The Promoter reserves the right, at any time, to validate entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage of the Competition does not constitute a waiver of those rights. The Promoter reserves the right to recover damages or other compensation from such an offender.
- 13. The winner must show photo identification that matches the personal information provided via direct message and or email when redeeming their prizes.
- 14. The Grand Prize Pack, one (1) John Deere Z315E Residential ZTrak Zero-Turn mower, with a value of AU\$7,819.00, one (1) 10P Polycart with a value of AU\$768.80, one (1) rear hitch with a value of AU\$56.02 and one (1) home maintenance kit with a value of AU\$89.63. The Grand Prize Pack value total of AU\$8,733.45 (the "Grand Prize Pack") will be available to the winner within 60 days of the winner nominating a delivery address.

- 15. The draw will be performed at TPAL, Level 2, 11 York St, Sydney NSW 2000 on Friday, 13th September 2024 at 15h00 AEST using RandomDraws.com.au.
- 16. The announcement will be made at John Deere Limited, 166 170 Magnesium Drive, Crestmead, Qld, Australia on Monday 16th September 2024.
- 17. The winner will be notified via email and phone number on Monday 16th September 2024 at 10h00 (AEST).
- The winner will be published on https://deere.com.au/en/forms/agriculture/john-deere-demo-daycompetition/ and https://deere.co.nz/en/forms/agriculture/john-deere-demo-day-competition/ on Friday 20th September 2024.
- 19. If, the prize is not claimed by 10h00 am AEST Friday 18th October 2024, an unclaimed prize draw will occur at the same location and time as the original draw on Friday 13th December 2024. Unclaimed prize winner will be notified in writing and published on https://deere.com.au/en/forms/agriculture/john-deere-demo-day-competition/ and https://deere.co.nz/en/forms/agriculture/john-deere-demo-day-competition/ within 7 days after the unclaimed prize draw.
- 20. If the Grand Prize Pack is unavailable, for whatever reason, John Deere reserves the right to substitute the Grand Prize Pack for a prize of equal or greater value, subject to applicable laws and regulations. Prizes are not transferable to another individual or for another product or service. Nor may it be exchanged for cash.
- 21. By participating in the Competition and unless otherwise advised by you in accordance with the John Deere Enterprise Privacy Statement, you consent to the information you provide to the participating John Deere dealership and John Deere Limited being entered into a database and John Deere may use this information in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to you. You may request to access, update or correct any information by contacting John Deere Limited's office at the address specified below. See https://www.deere.com.au/en/privacy-and-data/ for Australia and https://www.deere.com.au/en/privacy-and-data/ for New Zealand for the full Privacy Policy. Request a copy by writing to John Deere Limited PO Box 1545, Browns Plains BC, Qld Australia 4118.
- 22. By submitting photos, videos, your likeness and any statements or representations (the "Submissions"), you assign to the John Deere Limited a worldwide, irrevocable, royalty-free, fully-paid up, perpetual, assignable and sub-licensable rights to your name, image, likeness, appearance, statements and interviews associated with the Submissions for use in advertising, promotional, commercial, didactic or any other purposes. The transfer of the above rights to John Deere Limited shall include the rights to copy, modify, have modified, reproduce, have reproduced, distribute, have distributed, digitise, publicly perform, broadcast, transmit or replay the Submissions, or any modification or derivative work thereof without any further payment or consent. You agree that, to the fullest extent permitted by law, you may not make any claim against John Deere Limited with respect to the Submissions. To the fullest extent permitted by law, you irrevocably release and discharge absolutely John Deere Limited from any liability to you relating to the Submissions arising from any right of privacy, right of publicity, under defamation law or any other common law or statutory right which you may have.
- 23. John Deere's decisions with respect to the Competition are final and John Deere will not enter into correspondence regarding the Competition result. John Deere reserves the right to refuse entries that do not comply with these terms and conditions or which are deemed to be invalid. John Deere also reserves the right to request additional information regarding any entry and supporting documents.
- 24. John Deere is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this competition or the downloading of any materials related to this Competition.
- 25. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 26. John Deere reserves the right to vary these terms and conditions, and to vary, suspend, or terminate this Competition subject to State or Territory regulation.
- 27. To the extent permitted by law, neither John Deere nor any other person or party associated with

the Competition shall be liable for any loss or damage whatsoever suffered (including, but not limited to, direct, indirect and/or consequential loss) or personal injury suffered or sustained in connection with either participation in the Competition or with the prizes offered.

- 28. The Promoter's address is John Deere Limited, 166 170 Magnesium Drive, Crestmead, Qld, Australia 4132 A.B.N 21 008 671 725.
- 29. SA Permit No. T24/897 and ACT Permit No. TP 24/01153.