

# John Deere 2021 Lawn Legends Competition



## Terms and Conditions New Zealand

Participation in this competition is deemed acceptance by entrant ("you" or "your") of these terms and conditions of entry.

1. The John Deere 2021 Lawn Legends Competition (the "Competition") opens at 09h00 (NZST) Monday 16 August 2021 and closes at 23h59 (NZST) 30 September 2021.
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 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 campaign microsite page. Entrants must also tell John Deere Limited (the "Promoter", "John Deere", "us", "we", or "our") whether they are a legend in their own back yard and if they think they are, the entrant can tell us their legendary lawn story/tale. To further tell their story, entrants may also submit a photo via the upload attachment link, however this is not mandatory and failure to submit a photo or video will not hinder the entrant's potential to win the competition. In addition, in order to qualify as the winner of the Grand Prize (as defined below), the winner/s are required to participate in a small promotional photoshoot to promote their story for use across social media throughout Australia and New Zealand, with all usage rights belonging to the Promoter. the photoshoot will take place between 1 October and 22 October 2021 2021 (pending if COVID restrictions are in place), with exact dates to be agreed upon by winner. Costs of the photoshoot development and production will be paid by Promoter.
6. Maximum of one entry per person.
7. The top three entrants will be selected and notified by the Promoter that they have progressed as finalists. If an entrant elects not to proceed, the Promoter will pick the next ranked entrant.
8. Incomplete or indecipherable entries will be deemed invalid.
9. This is a game of skill, and chance plays no part in determining the winner. The winner will be chosen by Promoter based on the literary and creative merit of the answer to the question provided, as determined in Promoter's absolute discretion. 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. 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.
11. 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.
12. Winner must show photo identification that matches the personal information provided in the entry form when redeeming their prizes.
13. Upon announcement of the winner, winner must nominate an authorised John Deere dealer for delivery of the Grand Prize.
14. The Grand Prize, one (1) S120 Ride-on Mower, one (1) 10P Poly cart, one (1) Aerator Spreader 40 in Two Behind, one (1) Single Bucket Holder with Bucket and one Magnetic Hitch Pin with a total value of NZ\$6,195.75 (the "Grand Prize") will

- be available to the winner within 60 days of the winner nominating an authorised John Deere dealer. The Grand Prize may only be claimed at the nominated authorised John Deere dealership.
15. Freight costs incurred in transporting the Grand Prize to the nominated authorised John Deere dealer will be paid by the Promoter. Any freight charges from the dealer location will be at the winner's expense.
  16. The winner of the Grand Prize will be responsible for any insurance costs and delivery costs from the time the Grand Prize is taken off the dealership's premises.
  17. The announcement will be made at John Deere Limited, 166 - 170 Magnesium Drive, Crestmead, Qld, Australia on Friday, 8 October 2021 at 10h00 (AEST)
  18. The winners will be notified via phone on Monday October 11 2021 at 10h00 (AEST). The first qualifying entry selected by the judging panel will win the Grand Prize.
  19. If, after 7 (seven) days from the day of the first contact attempt, the winner is not able to be contacted using the details provided in the registration form, and/or the winner does not respond to communication attempts, then the next best entry will be contacted.
  20. The next best entrant of the competition will be notified by phone within two working days of the alternate selection this being Friday, 22 October 2021.
  21. If the Grand Prize is unavailable, for whatever reason, John Deere reserves the right to substitute the Grand Prize 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.
  22. 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.co.nz/en/privacy-and-data/> for the full Privacy Policy. Request a copy by writing to John Deere Limited PO Box 1545, Browns Plains BC, Qld Australia 4118.
  23. 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.
  24. 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.
  25. 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.
  26. John Deere reserves the right to vary these terms and conditions, and to vary, suspend, or terminate this Competition.
  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.