

Standard Conditions of Entry for CNH Industrial Australia PTY Ltd
Competition Terms and Conditions for a game of skill.

Information on how to enter forms part of the terms of entry.

Entry into the competition is deemed acceptance of these terms and conditions.

1. The Promoter is CNH Industrial Australia PTY Ltd (ABN 76 000 031 130) 31-53 Kurrajong Road, St Marys, NSW, Australia, 2760 ("CNH Industrial Australia PTY Ltd").
2. Entry is only open to Australian residents. Entry is not open to employees of CNH Industrial Australia PTY Ltd or affiliated companies, agents, wholesalers or retailers or the immediate families of such employees or those living in the same household of such employees.
3. The competition commences on 1st of December 2017 at 9AM AEDT and concludes on 8th of January 2018 at 11:59PM AEDT. First prize will be a CASE Teddybear: submissions from the 1st of December at 9AM AEDT till 10th of December 2017 at 11:59PM AEDT. Second prize will be a CASE Multitool: submissions from the 11th of December at 9AM AEDT till 19th of December 2017 at 11:59PM AEDT. Third prize will be a CASE Portable spit roast: submissions from the 20th of December at 9AM AEDT till 8th of January 2018 at 11:59PM AEDT
4. To enter, participants must submit an entry form on http://bit.ly/Case_Competition. As part of the entry, participants must describe why they want to win the prize package ("Answer").
5. Participants under the age of 18 must obtain prior permission of a parent or legal guardian to enter and the parent or legal guardian may be required to verify the granting of consent and/or sign a release at the discretion of the Promoter. Failure of a participant's parent or legal guardian to verify consent and/or sign a release if requested will invalidate all of the participant's entries.
6. Limit one entry per person per competition.
7. The Promoter reserves the right to verify the validity of Answers and participants (including a participant's identity and address) and to disqualify any participant who submits an Answer that is not in accordance with these terms and conditions, who tampers with the Answer process or who submits an Answer that the Promoter, in its sole discretion,

deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the competition. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

8. Each work submitted as an Answer or part of an Answer (“Work”) becomes the property of the Promoter. Work(s) will not be returned to any participant. As a condition of Answer, each participant irrevocably grants to the Promoter a nonexclusive perpetual worldwide license to use and exploit all intellectual property rights (including without limitation, copyright) in and to the Work and consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of the participant’s moral rights. For the avoidance of doubt, the Promoter may use all or any part of a participant's Work(s) for CNH Industrial Australia PTY Ltd Terms and Conditions 2017 any purposes at its discretion, including, without limitation, using the participant's Work(s) for promotional, marketing or publicity purposes, whether in respect of this promotion, the Promoter, or otherwise. Each participant warrants that all details provided in their Answer are true and correct and that the Answer is their own original creation and work, and does not infringe the rights (including copyrights) of any other person. A breach of the warranty set out in this condition will result in the participant's Answer being invalid. Each participant agrees to indemnify the Promoter in relation to all loss, damage or costs incurred by the Promoter resulting from the participant's breach of warranty.

9. The Promoter accepts no responsibility for late, lost or misdirected Answers not received by the Promoter or delays in the delivery due to technical disruptions, network congestion or for any other reason.

10. The prize will change every month. The prize of the month will be outlined on the page http://bit.ly/Case_Competition.

11. Each valid Answer will be individually judged on the basis of the creativity and uniqueness of the Answer. The prize winner will be the participant who provides the best Answer in the opinion and sole discretion of the Promoter’s panel of judges. This is a game of skill and chance plays no part in the determination of the winner. Winner will be picked by CNH Industrial Australia PTY Ltd (ABN 76 000 031 130) at 31-53 Kurrajong Road, St Marys, NSW, Australia, 2760 at the end of each competition described on the page.

12. The winners will be notified by email within 5 days after

the end date immediately after the judging. Judging will take place on the 8th of January 2018, winners will be announced on the 10th of January 2018.

13. The Promoter's decision is final and Promoter will not respond to correspondence from participants about its decision. The prize is not transferrable or exchangeable and is not redeemable for cash. All Answers become the property of the Promoter.

14. If for any reason whatsoever the winner does not claim the prize by the time stipulated by the Promoter, then the prize will be forfeited by the prize winner and cash will not be awarded in lieu.

15. Should a participant's contact details change during the Promotional Period, it is the participant's responsibility to notify the Promoter. A request to access or modify any information provided in an Answer should be directed to the Promoter.

16. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.

17. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute a prize of equal or greater value, unless to do so would be prohibited by law.

18. Once a prize has left the Promoter's premises, the CNH Industrial Australia PTY Ltd Terms and Conditions 2017 Promoter takes no responsibility for damage, delay or loss in transit.

19. Any costs incurred by a participant in submitting an Answer or otherwise participating in this promotion are the participant's sole responsibility. Liability for any tax on any benefits provided to participant will be the participant's responsibility.

20. If this promotion is interfered or tampered with in any way, or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Promoter, the Promoter reserves the right, in its sole and absolute discretion and to the fullest extent permitted by law, to: (a) disqualify any participant; or (b) modify, suspend, terminate or cancel the promotion, as appropriate.

21. By accepting the prize the winner agrees to participate in and cooperate as required with all reasonable media editorial

requests relating to the prize, including but not limited to, be interviewed and photographed, and/or filmed. The winner grants to the Promoter a non-exclusive perpetual worldwide license to use and exploit all intellectual property rights (including without limitation, copyright) in and to any material created pursuant to the winner's participation in editorial activities and consents to the Promoter doing (or omitting to do) any acts which may otherwise constitute an infringement of the participant's moral rights. The winner acknowledges that the Promoter is free to use this material and to exercise its rights in relation thereto, and the winner will not be entitled to any fee for such use.

22. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorised access to, or alteration of, the promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, network or lines, computer on-line systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participant's or another person's computer related to or resulting from participation in or down-loading any material in this promotion.

23. The Promoter collects the participant's personal information so that the participant can participate in this promotion. If the information requested is not provided, the participant may not participate in this promotion. The Promoter may use this information to conduct the promotion and may disclose it to organisations that provide it with administrative services in this regard. By submitting an Answer, the participant consents to the Promoter's use and disclosure of the participant's personal information to CNH Industrial Australia PTY Ltd Terms and Conditions 2017 CNH Industrial Australia PTY Ltd in accordance with our Privacy Policy. The Promoter is bound by the Australian Privacy Principles under the Privacy Act 1988. All personal information will be stored at the office of the Promoter. The participant is entitled to access, update or correct this information. Any request to do so should be directed to the Promoter at its address set out above.

24. The laws of NSW apply to this competition to the exclusion of any other law. Claimants submit to the exclusive jurisdiction of the courts of NSW.

25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void (“Non-Excludable Guarantees”). Subject to the limitations in the preceding sentence, the Promoter excludes from these Terms and Conditions all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantee, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of this competition, including, without limitation, the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax implications; and/or (e) the prize or use of the prize.

26. By agreeing to these Terms and Conditions, the participant automatically opts in to receive promotional material from CNH Industrial Australia PTY Ltd.