



Case IH – Win a Fishing Trip in Tiwi Island RETAIL PROMOTION Terms and Conditions

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to all residents of Australia (“**Eligible Entrants**”). Eligible Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the Eligible Entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter, participating Case IH dealers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences for purchases on 1 February 2021 and closes for purchases at 11:59pm AEST on 30 June 2021 (“**Purchase Period**”). Entries into the promotion open on 1 February 2021 and close at 11.59pm AEST on 7 July 2021 (“**Entry Period**”).
5. To be eligible to enter, Eligible Entrants must spend AUD \$500.00 including GST or more on OEM (genuine) parts and or services in a single transaction at participating Case IH dealers in Australia, during the Purchase Period (“**Qualifying Transaction**”).
6. To enter, Eligible Entrants must then undertake the following registration process during the Entry Period:
 1. Visit www.caseihpromotions.com.au;
 2. Follow the prompts to the promotion entry page and input the requested details;
 3. Upload a clear, scanned copy of their Qualifying Transaction receipt;
 4. Agree to these Terms and Conditions and the Promoter’s privacy policy; and
 5. Submit the fully completed entry form.

7. Multiple entries are permitted subject to: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent in excess of AUD \$500.00 including GST in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.
8. Eligible Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible Entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the location of the CASE IH dealer where the Qualifying Transaction was made, and that the Qualifying Transaction was made during the Purchase Period but prior to entry.
9. The draw will take place at Loyalty.com.au Pty Ltd, 8/8 Trawalla Avenue, Toorak, VIC, 3142 on 12 July 2021 at 11.00am AEST in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn.
10. The Promoter's decision is final, and no correspondence will be entered into.
11. The first five (5) valid entries drawn will each win a double pass for two (2) people to attend the CASE IH Tiwi Adventures Fishing Trip (from 2 August 2021 to 8 August 2021) valued at up to \$16,599.99 including GST. Prize includes:
 - Two (2) x return economy airfares to Darwin, NT from winner's nearest capital city on 2 August 2021 and 8 August 2021 (in the event a winner is from the NT, the Promoter will liaise with the winner to determine whether or not the prize includes airfares. If the prize does not include airfares, then the airfare component of the prize is not redeemable for cash);
 - Return charter flights for two (2) from Darwin, NT to Tiwi Island;
 - Return airport transfers on Tiwi Island;
 - Tiwi Island fishing permits;
 - Five (5) nights twin share accommodation at Melville Island Lodge;
 - Five (5) days of fishing in a private boat (one (1) boat for each winner and his/her companion) with a professional guided;
 - Use of quality fishing tackle;
 - All meals and non-alcoholic beverages whilst on Tiwi Island;
 - One (1) night twin share accommodation at a four-star hotel in Darwin from 7 August 2021 to 8 August 2021.

Winners have the option to upgrade/extend their accommodation, if available, at their own cost. Spending money, additional meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize is subject to the standard terms and conditions of individual prize and service providers. The winners may be required to present their credit card at time of accommodation check in. Prize must be taken on 2 August 2021 to 8 August 2021 to coincide with the Tiwi Adventures Fishing Trip package. Itinerary to be determined by the Promoter in its absolute discretion. Winners and their companions must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize.

General terms and conditions

12. The prize winners will be notified in writing and via a phone call within two (2) business days of the draw. The name and postcode of each winner will be published at www.caseihpromotions.com.au

on 14 July 2021.

13. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
14. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
15. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
16. If for any reason a winner does not take or redeem the prize on the dates stipulated in Clause 11, then the prize (or any remaining element of the prize) will be forfeited.
17. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, subject to regulatory authority approval, reserves the right to substitute the prize with a prize to the equal value and/or specification.
18. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
19. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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 the fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
20. Total prize pool value is up to \$82,999.95 including GST.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed prizes may take place on 26 July 2021 at the same time and place as the original draw, subject to any written directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at www.caseihpromotions.com.au on 28 July 2021.
23. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
24. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

25. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter and/or the business of the Promoter.
26. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act*, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury, or for any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury, or for any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; (f) taking of a prize ; and (g) if the Tiwi Adventures Fishing Trip Package is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter.
29. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at - <https://www.caseih.com/apac/en-in/Pages/Footer-link/Privacy.aspx>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
30. The Promoter is CNH Industrial, 31-53 Kurrajong Road, St Marys, NSW, 2760 (ABN: 76 000 031 130). Telephone 02 9673 7719.