

**New Holland Holiday Sweepstakes ("Sweepstakes")  
2018 OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW, LICENSED, OR RESTRICTED.**

1. **ELIGIBILITY:** Open to legal residents of the fifty (50) United States and the District of Columbia (D.C.) (excluding Puerto Rico and overseas United States Territories, Possessions, Commonwealths and Military Installations) and Canada (excluding Quebec), who are at least 18 years of age and of the legal age of majority in their state or province/territory of residence at the time of entry (19 in Alabama, Nebraska, British Columbia, Nova Scotia, New Brunswick, Yukon, Nunavut, Northwest Territories, Newfoundland and Labrador). The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of CNH Industrial America LLC-(New Holland), CNH Industrial Canada, Ltd., CNH Industrial Capital America LLC and CNH Industrial Capital Canada Ltd. ("Sponsors"), and each of their respective parent, subsidiary, and affiliated companies and authorized dealers, and the web design, advertising, fulfillment, legal, and administrative agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, "Sweepstakes Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes). Void in Quebec and where prohibited.
2. **SWEEPSTAKES PERIOD:** Sweepstakes begins on November 1, 2018 at 12:00:00 a.m. Central Time ("CT") and ends on December 31, 2018 at 11:59:59 p.m. CT (the "Sweepstakes Period"). The Web Site server is the official clock for this Sweepstakes.
3. **TO ENTER:** During the Sweepstakes Period, visit the web site at <https://partstore.agriculture.newholland.com/us/NewHollandHoliday.html> (the "Web Site"). Follow the on-screen directions to complete and submit the online entry form to receive one (1) entry into the Sweepstakes. **Limit one (1) entry per person/email address per day of the Sweepstakes.** For purposes of this Sweepstakes, a "day" is defined as the 24-hour period between 12:00:00 a.m. CT and 11:59:59 p.m. CT. Standard data rates may apply if the Web Site is accessed via a mobile device, and entrants are solely responsible for any such charges.

**Automated means of entry are prohibited, and any use of automated devices will cause disqualification.** Use of email addresses from disposable or temporary email address services, or email forwarding services, is prohibited and any attempt to enter using such an email address will be blocked. An email address is required to enter. Only fully completed entries are eligible. Entrants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times above the stated limit or as multiple entrants. Any entrant who attempts to enter with multiple email addresses or uses any device or artifice to enter multiple times may be disqualified and forfeits prize, in Sponsors sole discretion. Proof of *submission is not proof* of receipt by Sponsors. In the event of a dispute as to who submitted an entry, the natural person associated with the email account used for entry will be considered the entrant, but only if that person is otherwise eligible to enter the Sweepstakes. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsors decisions.

Privacy Policy: Information submitted in connection with this Sweepstakes is governed by Sponsors Privacy Policy (available at <http://agriculture1.newholland.com/nar/en-us/tools/privacy>).

**4. DRAWING AND ODDS OF WINNING:** One (1) potential Grand Prize winner (“Winner”) will be selected in a random drawing on or about January 14, 2019 in Racine, WI, U.S.A. from all eligible entries received during the Sweepstakes Period. Odds of winning depend on the number of eligible entries received. Drawing will be conducted by a Sponsor representative, whose decision shall be final and binding on all matters relating to the Sweepstakes.

**5. PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”):**

**ONE (1) GRAND PRIZE:** A New Holland-branded 40” premium roll cab/top chest (“Grand Prize”). **ARV: \$2,635 USD.**

**6. PRIZE RESTRICTIONS:** Prize is non-transferable, and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsors. If the prize, or any portion thereof, cannot be awarded for any reason, the Sponsors reserve the right in their sole discretion to substitute the prize with one of comparable or greater value. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner. Sponsors do not make, nor in any manner are responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Grand Prize, including but not limited to its quality, fitness for a particular-purpose, or condition. ARV for the Grand Prize is as of the date these rules were finalized and may fluctuate. Any difference between the stated ARV and actual value at the time the Grand Prize is awarded will not be awarded.

**7. WINNER NOTIFICATION AND PRIZE CLAIM:** Potential Winner is subject to verification, including verification of age. The potential Winner will be contacted on or about January 18, 2019 via the email address submitted on his/her entry form and will be required to respond within five (5) business days to confirm acceptance of the prize. Upon Sponsors receipt of the potential Winner’s return email, they will be sent via email an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release, and an IRS W-9 tax form (U.S resident only), and will be required to complete, sign, notarize, and return required documents via traceable email within five (5) business days. Sponsors must receive Winner’s documents and information for fulfillment of Grand Prize. Sponsors are not responsible for any change of mailing address, email address, and/or telephone number of entrants. If a prize notification or prize is unclaimed, or returned as undeliverable, if any prize correspondence is not returned within the required time-period, or, if a potential Winner is found not to be eligible or in non-compliance with these Official Rules, the prize will be forfeited, and an alternate winner may be selected. The prize will be shipped to the mailing address supplied during verification within 4 – 6 weeks after verification.

If potential Grand Prize winner is from Canada: in order to be declared the Grand Prize winner, a timed, skill-testing question must be correctly answered without assistance of any kind. A potential Grand Prize winner from Canada who incorrectly answers the time-limited skill-testing question will be disqualified, and an alternate potential Grand Prize winner will be chosen time permitting.

**Taxes:** Grand Prize winner is solely responsible for any federal, state, provincial/territorial and/or local taxes, if any, or any other costs, fees, or expenses, if any, on the prize they receive and if the Winner is from the United States they will be issued an IRS Form 1099 reporting the value of the Grand Prize. Winner will be required to complete a W-9 Tax Form and will be required to furnish his/her social security number (U.S. resident only) for the sole purpose of preparation of any tax forms as required by law.

- 8. GENERAL CONDITIONS: INTERNET CAUTION:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsors reserve the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsors will award the prize in a drawing from among all eligible, non-suspect entries received prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost, or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes.
- 9. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsors or Sweepstakes Parties (collectively, "Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Releasees for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsors are not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Web Site. Use of Web Site is at user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Web Site, or the download of any information from the Web Site, or any other loss related to user's participation in the Sweepstakes or receipt of the prize. As a condition of entering, entrants agree to release the Releasees from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of the prize.
- 10. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Wisconsin, U.S.A. law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than

that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsors shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 11. PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting the prize, Winner grants permission for Sponsors and those acting under its authority to use his/her name, and address (city and state /province/territory), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Web Site) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as the Winner, your information may also be included in a publicly-available winner's list.
- 12. USE OF INFORMATION GATHERED:** Information gathered from Entrants, winners and all submitted entries may be used by Sponsor and its affiliates for future marketing purposes, may be shared with authorized dealers of Sponsor's affiliates, but will not be sold to any other person or entity. Entrants consent to the use of personal information by entering the Promotion
- 13. GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweepstakes, shall be

governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules thereof. By entering, you consent to the jurisdiction and venue of the federal, state, and local courts located in Racine County, Wisconsin, U.S.A. for the resolution of all matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and agree that any and all such disputes shall be resolved exclusively in those courts. Sponsors failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

- 14. WINNER LIST:** The Winner's name will be available by email request at [parts@caseih.com](mailto:parts@caseih.com) after Winner has been verified.
- 15. SPONSORS:** CNH Industrial America LLC (New Holland), 621 State Street, Racine, WI 53404; CNH Industrial Canada, Ltd., 1000 71st Street East, Saskatoon, Saskatchewan, S7K 3S5, Canada; CNH Industrial Capital America LLC, 5729 Washington Avenue, Racine, Wisconsin 53406; and CNH Industrial Capital Canada Ltd., 4475 North Service Road, Burlington, ON L7L 4X7.