

**FieldNET™ Summer Campaign
New Zealand - 2021
Terms and Conditions**

This document sets out the terms and conditions of the FieldNET™ Summer Campaign Promotions organised and promoted by Lindsay ANZ (Lindsay International ANZ PTY LTD). Within the campaign there are two promotions, which are:

- School Swimming Promotion
- FieldNET Customer – Summer Prize Pack Giveaway

School Swimming Promotion

1. Eligibility

- 1.1. The “Nominator” is the person making the nomination.
- 1.2. To be eligible to nominate a school the Nominator must be a New Zealand resident and must be 18 years of age or older at the time of entry.
- 1.3. Nominations on behalf of businesses or organisations will not be accepted.
- 1.4. The “Nominee” is the school being nominated.
- 1.5. The Nominee (school) must be a registered school within New Zealand AND must have a swimming pool on their school grounds or use a community owned pool for their school run swimming programs.

2. Submission of Nominations

- 2.1. Nominations may be made from 12pm Wednesday November 10th until 12pm Thursday December 2nd (NZDT).
- 2.2. A Nominator may only make one nomination.
- 2.3. Nominations can be made on the Promotion website www.fieldnetsummer.com or on the official nomination form. Nominations completed in hardcopy must either be scanned and emailed through to sarah.elliott@lindsay.com or a copy sent as a PXT to 021 811 266.
- 2.4. To make a nomination the Nominator must provide their name and email address and the name of the Nominee (school) being nominated.
- 2.5. Any nomination which is incomplete, illegible, or otherwise does not comply with these terms will be disqualified.
- 2.6. As outlined further in Section 4.7 herein, Lindsay ANZ accepts no responsibility for late or undelivered nominations or any other event causing disruption to the Promotion.
- 2.7. Only nominations deemed reasonable and attainable as determined by the Lindsay ANZ Management team will be considered for the draw.

3. Prize

- 3.1. The Prize is a donation of \$2000 (in local currency) to contribute towards the cost of water safety or swimming lessons and/or maintenance and repairs to the school or community pool.
- 3.2. One Prize will be awarded in New Zealand.
- 3.3. The Prize will be supplied as a cash donation made into the nominated school bank account.
- 3.4. During Term 1 of School Year 2022, feedback will be requested on how the Prize was spent, or is intended to be spent, towards the cost of water safety or swimming lessons and/or maintenance and repairs to the school or community pool.

4. Prize Draw

- 4.1. The Prizes will be drawn at 2pm, Thursday December 2nd (NZDT) on the premises at 382 Hurstlea Road, Hakataramea Valley, Waimate.
- 4.2. One draw will be made from all eligible New Zealand nominations.
- 4.3. The winning schools will be notified by phone on the 6th of December. At this time permission will be requested to contact for publicity purposes, including photos and interviews.

- 4.4. A representative from the winning school will be requested to be available to accept the prize on a school day between the 8th and 15th of December as mutually agreed between the school and Lindsay ANZ representative presenting the prize.
- 4.5. The decision of Lindsay ANZ is final, and no correspondence will be entered into regarding the prize draw.
- 4.6. Lindsay ANZ reserves the right to extend, change or terminate the Promotion at any time.
- 4.7. Lindsay ANZ is not responsible for: (1) any incorrect or inaccurate information in connection with this promotion, whether caused by Nominators, Nominees, printing errors or by any of the equipment or programming associated with or utilised in this Promotion; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, networks, hardware and/or software failures; (3) unauthorised human intervention in any part of the entry process or this Promotion; (4) technical or human error which may occur in the administration of this Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Nominator's or Nominee's participation in this Promotion or receipt or use or misuse of any Prize.
- 4.8. BY ENTERING THIS PROMOTION AND/OR ACCEPTING ANY PRIZE, NOMINATOR HEREBY, AND NOMINEE WILL AGREE THAT IT: (1) RELEASES, DISCHARGES AND AGREES TO INDEMNIFY AND HOLD HARMLESS LINDSAY ANZ, AND ITS PARENTS AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS AND ASSIGNS, (COLLECTIVELY, THE "RELEASED PARTIES") FROM LIABILITY OF ANY KIND OR NATURE FOR ANY LOSS, CLAIMS, DAMAGES, OR INJURIES OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM NOMINATOR'S OR NOMINEE'S PARTICIPATION IN THIS PROMOTION, FROM THE AVAILABILITY OR UNAVAILABILITY OF ANY PRIZE, AND/OR FROM THE ACCEPTANCE AND USE/MISUSE OF ANY PRIZE.
- 4.9. You agree not to make any commercial or business use of the Promotion to resell or commercially benefit from any part or aspect of the Promotion.

5. Conditions

- 5.1. Any related costs are the responsibility of the winners.
- 5.2. Responsibility for ascertaining and paying any expenses, including any taxes, relating to the acceptance of the prize are the responsibility of the prize winners.

6. Privacy

- 6.1. Lindsay ANZ and its subsidiaries will ask your permission to collect your personal details to provide you with information, either by post, telephone or electronic message regarding their products or services.
- 6.2. Under the Privacy Act 1993, you have the right to access and correct any information held about you. Please contact Lindsay ANZ on +64 6 212 0550 if you wish to do this.

FieldNET Customer – Summer Prize Pack Giveaway

1. Eligibility

- 1.1. The "Entrant" is the person entering the prize draw for the Summer Prize Pack Giveaway ("Giveaway").
- 1.2. To be eligible for the Giveaway the following conditions must be met by the Entrant:
 - 1.2.1. They must have a registered username to a currently subscribed FieldNET connected device.
 - 1.2.2. They must be a New Zealand resident.
 - 1.2.3. They must be 18 years of age or older at the time of entry.
- 1.3. Lindsay ANZ immediate families and agencies associated with this Giveaway are ineligible to enter. Immediate family is determined as spouse, de-facto partner, child or step-child.
- 1.4. Zimatic dealership owners, employees and their immediate families are ineligible to enter. Immediate family is determined as spouse, de-facto partner, child or step-child.
- 1.5. Entry into the Giveaway is deemed to be acceptance of the terms and conditions and

confirmation that the Entrant has the necessary authority to enter the Giveaway.

- 1.6. Lindsay ANZ reserves the right to refuse to award any prize to an Entrant who Lindsay ANZ decides (in its sole discretion) has violated the terms and conditions, gained unfair advantage in participating in the Giveaway or won using fraudulent means.
- 1.7. By participating, Entrants grant Lindsay ANZ permission to use their names, characters, photographs, videos in connection with the Giveaway and for marketing purposes and waive any claims to royalty, right or remuneration for such use.
- 1.8. All entrants personal details must be valid and up to date and will be held by Lindsay ANZ and may be used for the purpose of the Giveaway and for marketing purposes in accordance with Lindsay's Privacy Policy (www.lindsay.com/usca/en/privacy-notice) unless otherwise directed by contestants at the time of entry.

2. Submission of Entry

- 2.1. Entries may be submitted from 12pm Wednesday November 10th until 12pm Thursday December 2nd (NZDT).
- 2.2. An Entrant may only enter once.
- 2.3. Entries can be made on the Giveaway website www.fieldnetsummer.com or on the official Giveaway entry form. Entries completed in hardcopy must be scanned and emailed to sarah.elliott@lindsay.com or a copy sent via PXT to 021 811 266.
- 2.4. Any entry which is incomplete, illegible, or otherwise does not comply with these terms will be disqualified.
- 2.5. As outlined further in Section 3.8, Lindsay ANZ accepts no responsibility for late or undelivered entries or any other event causing disruption to the Giveaway.
- 2.6. Only entries deemed reasonable and attainable as determined by the Lindsay ANZ Management team will be considered for the Giveaway.

3. Prize Draw and Winner Notification

- 3.1. The prizes will be drawn at 2:30pm, Thursday December 2nd (NZDT) on the premises of 382 Hurstlea Road, Hakataramea Valley, Waimate.
- 3.2. The winner will be contacted by phone on the 6th of December.
- 3.3. The winner will be announced on the Zimmatic ANZ's social media channels after being contacted.
- 3.4. By entering this Giveaway, you confirm if you are the prize winner you will be available for publicity purposes, including photos, interviews and other types of Giveaway promotion.
- 3.5. The decision of the Lindsay ANZ is final, and no correspondence will be entered into regarding the Giveaway.
- 3.6. Lindsay ANZ reserves the right to extend, change or terminate the Giveaway at any time.
- 3.7. BY ENTERING THIS GIVEAWAY AND/OR ACCEPTING ANY PRIZE, ENTRANT: (1) RELEASES, DISCHARGES AND AGREES TO INDEMNIFY AND HOLD HARMLESS LINDSAY ANZ, AND ITS PARENTS AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS AND ASSIGNS, (COLLECTIVELY, THE "RELEASED PARTIES") FROM LIABILITY OF ANY KIND OR NATURE FOR ANY LOSS, CLAIMS, DAMAGES, OR INJURIES OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ENTRANT'S PARTICIPATION IN THIS GIVEAWAY, FROM THE AVAILABILITY OR UNAVAILABILITY OF ANY PRIZE, AND/OR FROM THE ACCEPTANCE AND USE/MISUSE OF ANY PRIZE.
- 3.8. Lindsay ANZ is not responsible for: (1) any incorrect or inaccurate information in connection with this Giveaway, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in this Giveaway; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, networks, hardware and/or software failures; (3) unauthorized human intervention in any part of the entry process or this Giveaway; (4) technical or human error which may occur in the administration of this Giveaway or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in this Giveaway or receipt or use or misuse of any Prize.

3.9. You agree not to make any commercial or business use of the Giveaway to resell or commercially benefit from any part or aspect of the Giveaway.

4. Prize

- 4.1. The Prize is a summer prize pack compiling a collection of items chosen at the discretion of Lindsay ANZ to a value exceeding NZD\$1000.
- 4.2. The Prize is non-transferable and not redeemable for cash.
- 4.3. Lindsay ANZ reserves the right to substitute a prize of equal or greater value.
- 4.4. All prizes are awarded "as is" without any warranty of any kind.

5. Conditions

- 5.1. Any related costs are the responsibility of the winners.
- 5.2. Responsibility for ascertaining and paying any expenses, including taxes, relating to the acceptance of the Prize, which are not explicitly listed as being awarded, are the responsibility of the prize winners.
- 5.3. Entry into the Giveaway is deemed to be acceptance of the terms and conditions and confirmation that the Entrant has the necessary authority to enter the Giveaway.

6. Privacy

- 6.1. Lindsay ANZ and its subsidiaries will ask your permission to collect your personal details to provide you with information, either by post, telephone or electronic message regarding their products or services.
- 6.2. Under the Privacy Act 1993, you have the right to access and correct any information held about you. Please contact Lindsay ANZ on +64 6 212 0550 if you wish to do this.