

# **JOHN DEERE CREDIT “18 MOST BEAUTIFULLY BRUTAL GOLF HOLES” CONTEST OFFICIAL RULES U.S. AND CANADA (EXCLUDING QUEBEC)**

## **NO PURCHASE NECESSARY**

### **How to Enter:**

John Deere Credit “18 Most Beautifully Brutal Golf Holes” Contest is open to entrants submitting photographs of any golf courses in the United States and Canada (excluding Quebec golf courses and Quebec residents).

An Entry consists of a photograph, a fully completed Entry form, including a description of the Hole (the “Entry”). Entries may be submitted by golf course management, superintendents, architects, builders, owners and developers, and John Deere Golf & Turf Equipment distributors and personnel. Multiple holes from any given golf course may be entered, but each hole Entry must be accompanied by a separate Entry form and must be submitted with the consent of the golf course and photographer.

Entrants can submit Entries online at [www.JohnDeereCredit.com/BrutalGolfHoles](http://www.JohnDeereCredit.com/BrutalGolfHoles) or via hard copy or mail submitted to the attention of Rhonda Flanery, Golf and Turf Leasing, John Deere Credit, P.O. Box 6600, Johnston, IA 50131-6600, [flaneryrhonda@johndeere.com](mailto:flaneryrhonda@johndeere.com). Entrants must include a photograph (high resolution preferred) of the hole being nominated.

John Deere Credit (“JDC”) is not responsible for non-conforming, lost, late, incomplete, or illegible Entries whether caused by participant, technical, or human error. All Entries will become the property of John Deere Credit and will not be returned.

For a copy of the Official Rules, send a self-addressed, stamped (postage-paid) envelope to John Deere Credit “18 Most Beautifully Brutal Golf Holes” Contest, John Deere Credit, c/o “18 Most Beautifully Brutal Golf Holes” Contest Official Rules; P.O. Box 6600, Johnston, IA, 50131-6600. A full list of contest rules is also available at [www.JohnDeereCredit.com/BrutalGolfHoles](http://www.JohnDeereCredit.com/BrutalGolfHoles).

### **Conditions of Entry:**

Entrant must have full rights to use photograph. All photographic Entries must not have been submitted to any other contest and the entrant must own all rights to the photograph. Entrant must have full rights to use the photograph, including but not limited to rights to the subject matter of the photograph. The photograph must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. The photograph must not depict any identifiable persons in the photograph.

All entrants must provide true and accurate information. JDC has the right to verify each entrant’s eligibility and compliance with these Official Rules, and to disqualify any entrant on the basis of its investigation.

Entries and winners will be used for promotional purposes at John Deere Credit’s discretion. All uses will credit the course and its location. Submission of Entries indicates agreement to allow JDC use of photos and other Entry information in promotional activities surrounding the John Deere Credit “18 Most Beautifully Brutal Golf Holes” Contest.

**By Entering, you represent and warrant that:**

Your entire Entry is an original work to which you have full right and title to use. No person or entity other than you has any right, title or interest in any part of your Entry. Your Entry, the use thereof by JDC, or the exercise by JDC of any of the rights granted by you under this Agreement does not and will not infringe or violate any rights of any third party or entity, including, without limitation patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, intentional or negligent infliction of emotional distress, confidentiality, or any contractual or other rights.

You have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted to JDC hereunder and you have obtained written permission when photographing any subject matter on private property not owned or controlled by you, where such permission is required.

You are a legal resident of the U.S. or Canada (excluding Quebec residents) of the legal age of majority in your respective province, state, or territory or residence and who fulfills the conditions set out herein.

JDC (and its authorized representatives) have the unlimited right to alter and/or edit the Entry or any part or element thereof.

JDC and their licensees, successors and assigns have the right to use any and all Entries for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity.

**At the time you send any Entry, in whole or in part, to the JDC, and whether or not your Entry is selected as a winner, you irrevocably transfer, convey and assign to JDC all right, title and interest in and to your Entry, in whole and in part, and all the intellectual property rights therein, through out the world in perpetuity, including without limitation any and all copyrights and the registration, renewal, and derivative rights and you waive all moral rights and rights of attribution relating thereto and agree to execute all documents and perform all acts deemed necessary by JDC to apply for, register, perfect and record such transfer and assignment and/or waivers and protect JDC's right in the intellectual property. You will not now nor in the future be paid for your Entry or for granting JDC any of these rights.**

JDC, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use your Entry (and have no obligation to you or any other person or entity after your Entry is received). You agree to waive all claims to and shall receive no royalties of any kind now or in the future from JDC, its affiliates, licensees, successors and assigns for use of your Entry and you represent, warrant and agree that no other party is entitled to claim royalties from the use of the Entry as set forth in these Official Rules.

**Indemnity**

The Entrant agrees to indemnify JDC and hold it harmless from any and all damages (including punitive damages), losses or expenses (including without limitation, court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims and reasonable legal fees and expenses of investigation) which JDC or any of its respective officers or directors, affiliates, licensees, successors and assigns, may incur, suffer or become liable for as a result of, or in connection with, any claim asserted against JDC to the extent such claim is based upon a contention that the Entry, or any portion thereof, infringes any intellectual property rights, including without limitation, patents, copyrights, trade marks, or trade secrets of any third party.

**By Entering, you agree that:**

Your Entry may not be acknowledged and will not be received or held “in confidence” and your Entry does not create a confidential relationship or obligation of secrecy between you and any of the entities involved in this promotion. You recognize that other persons may have provided JDC or others, or made public, or may in the future submit, or make public, materials that are same or similar to your Entry. You acknowledge and agree that JDC shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from JDC’s use of such materials.

You understand, recognize and accept that JDC has access to, may create or has created materials and ideas which may be similar or identical to the Entry in concept, theme, idea, format or other respects. In the event that your Entry is identical or similar to the Entry of another Participant, JDC reserves the right to score one Entry higher than the other subject to the judging criteria set forth below and at the sole discretion of the Judging Panel.

You acknowledge that you have read, understood, accept and agree to be bound by the terms and conditions of these Official Rules, as they may be amended from time to time. You may not resell, assign or transfer any of your rights under these Official Rules. Entries that do not comply with all requirements stated in these Rules will not be considered and will be disqualified. Nothing contained in these Official Rules shall be construed to: (i) give any Party the power to direct and control the day-to-day activities of the other; (ii) constitute the Parties as partners, joint venturers, principal and agent, employer and employee, co-owners or Entrants in a joint undertaking; or (iii) allow entrant to create or assume any obligation on behalf of JDC.

**Contest Details**

Entries in the John Deere Credit “18 Most Beautifully Brutal Golf Holes” Contest will be judged by a panel of four (4) judges from some of the world’s most respected golf publications, as selected by John Deere Credit. Judging committee members will be highly knowledgeable golf experts. John Deere Credit will have the sole right to select those judges. The decision of those judges will be final. An unlimited number of entrants will be considered and there will be 18 Winners in total.

Judging criteria will include the photograph’s aesthetic quality, clarity, hole difficulty, beauty of the hole and description of features that make the hole “Beautifully Brutal”. All judges decisions are final and based on subjective judgment. Winning is contingent upon verification of eligibility and compliance with all Official rules.

The Contest is broken down into three separate categories with three different deadlines for Entries. Categories and deadlines are as follows:

**Par 5 holes—March 15, 2008, 5:00 p.m. EST**

**Par 4 holes—May 15, 2008, 5:00 p.m. EST**

**Par 3 holes—July 15, 2008, 5:00 p.m. EST**

John Deere Credit Inc. and Deere Credit Services, Inc. (collectively “JDC”), its agents, assigns, and vendors are not responsible for lost, late, damaged destroyed, illegible, unreadable, incomplete, incorrect, misdirected or postage-due Entries. All Entries must be submitted or postmarked (if sent by mail) on or before the relevant date noted above, which is the Contest Closing Date for that category of Entry.

The Contest is divided into 6 regions as indicated on the Contest Map. The contest will be regionalized according to the regions noted on the Contest Map. Entries should be submitted in the region where the course is located. Entries from each region will be judged. The top three Par 5 holes, top three Par 4 holes and top three Par 3 holes in each region will be declared regional winners. [There is no prize associated with being a regional winner.] The 18 Most “Beautifully Brutal” Golf Holes will be selected from the regional winners and will be awarded a prize.

#### **Prize Details:**

John Deere Credit will have the right to use, reuse, modify or otherwise change the photograph as it sees fit, in its sole discretion. No cash prizes will be awarded.

The 18 (eighteen) winners will be featured in a 2009 calendar, John Deere promotional posters and public relations with the entire prize having an approximate total value of \$25,000 (US and Canadian).

Potential winners will be chosen by August 15, 2008 and will be notified by September 1, 2008 using the contact information provided in their Entry. Potential winners will be notified by mail, e-mail or telephone (at JDC's discretion using the information provided in the Entry). Potential winners may be required to sign and return an Affidavit of Eligibility, Release of Liability, Consent and where legal, a Publicity Release within ten (10) business days of the date such Affidavit and Release are dated.

Prizes are not transferable and must be accepted as awarded. No prize or cash substitution or cash redemption allowed except at JDC's sole discretion. In the event of non-compliance, if winner notification email/letter is returned or undeliverable, or if JDC is unable to contact the winner, the corresponding prize will be awarded to an alternate winner to be selected according and subject to these Official rules. In case of unavailability of the prize, JDC reserves the right to substitute a prize of equal or greater value. Winner is solely responsible for any local, provincial, state, federal or any other applicable taxes, and any other costs, expenses and fees connected with the prize.

JDC reserves the right to withdraw, terminate or modify all or any part of this Contest or prize, with or without awarding any of the prizes, unless prohibited by applicable law.

Winner grants permission for JDC, its agents, representatives, successors, assigns and affiliates, without further compensation and without territorial, time, frequency, duration or other use limitations, to use and edit the photograph, golf course's name and address, entrant's name and address, statements, for advertising, merchandising, publicity and/or other trade purposes in any and all media except where legally prohibited.

#### **Winner's List:**

To request a list of winners send a self addressed stamped envelope to  
John Deere Credit “18 Most Beautifully Brutal Golf Holes” Contest Winners List, 6400 NW 86th Street, Johnston, Iowa 50131.

**BY SUBMITTING AN ENTRY, YOU AGREE TO ALL THE TERMS AND CONDITIONS STATED IN THESE RULES.**

