



Digital News Service Activities

TERMS & CONDITIONS

The JDLink Upgrade Activity "CONNECT YOUR JOHN DEERE" (hereinafter referred to as "Activity") is part of the John Deere Digital News Service and is organised by John Deere Walldorf GmbH & Co.KG, Impexstraße 3, 69190 Walldorf, Germany (hereinafter referred to as "John Deere").

Purpose of the Campaign

The purpose of this Activity is to create awareness and to highlight JDLink upgrade options for older John Deere equipment.

Campaign and duration

The Activity will start on 15th February 2021 and end on 31st May 2021. John Deere reserves the right to extend this period to 31st October 2021 at any time before or during the Activity. During this time the Participant has the chance to buy, upgrade and activate eligible equipment for which the Participant can get JDLink telematics at participating Dealers for half of the list price. It is at the discretion of each Dealer to decide whether he wants to participate in the Activity and John Deere does not guarantee that Dealers will offer the aforementioned prices.

John Deere reserves the right to suspend or terminate the John Deere Activity for good cause, in particular if the proper conduct of the Activity can no longer be guaranteed for technical or legal reasons. Such reasons may include technical problems (errors in hardware and/or software, viruses in the computer system, manipulation, etc.), changes to the terms of use, or other decisions. Participants shall have no claims because of early termination based on the aforementioned grounds. In addition to the foregoing, John Deere hereby makes participants aware that the availability and functioning of the Activity cannot be guaranteed.

Participation

To participate in the Activity, participants need to register on the John Deere Website (www.deere.co.uk/) for the Activity with their e-mail address and postal address. The e-mail address will be used to send the participants a follow up e-mail to confirm the e-mail address and their interest in the Activity. Afterwards the participant will receive another e-mail with the results as to whether their John Deere equipment is eligible for the JDLink™ retrofit kit. The participant has to print out the e-mail confirmation and go to a John Deere dealer of his choice for the purpose of retrofitting his eligible equipment within the given time period. Participants need to provide us with the requested data: gender, first name, last name, e-mail address, postal address, and accept these Terms & Conditions.

Participation in the Activity is entirely voluntary. Participation is free except for transmission costs from the participant's mobile phone or internet provider's tariff.

For clarity, it is explicitly stated that participation in the Activity is not subject to or in any way connected with the purchase of any goods or services. and that features shown on images are not necessarily included in the advertised price. The participation is only valid at participating dealers in the following countries:

UK, Ireland, France, Germany, Austria, Switzerland, Spain, Belgium, Portugal, Italy, Poland, Netherlands, Belgium, Denmark, Sweden, Russia, Ukraine, Bulgaria, Czech Republic, Norway, Romania, Hungary, Finland, Estonia, Latvia, Lithuania, Croatia, Slovakia

Eligibility; Exclusion

All persons who are at least 14 years old are entitled to take part in the Activity, unless the participation is expressly excluded. No profit will be distributed to persons under 14 years of age. In the event that the participant has not reached the age of 18 years or is for some other reason not or not fully competent, the parents' (or other legal representatives') permission is required to participate in the Activity. Each person may only enter the Activity once. Participation via automated mass participation procedures of third parties is not permitted.

Employees of Deere & Company including all affiliated companies and subsidiaries in the sense of Section 15 et seq. AktG and their direct relatives, the agency's employees and all persons involved in the conception and running of the Activity are excluded from participation.

John Deere is entitled to exclude individual persons from participating for good cause e.g. any breach or non-fulfilment of these Terms and Conditions, (attempted) manipulation etc. and reserves the right to take legal action. If the requirements for exclusion are met, awards/prizes may also be denied or reclaimed later. Exclusion based on good cause will not give the excluded participant any right to claim against John Deere.

Liability

The liability of John Deere, its legal representatives, employees and vicarious agents arising from or in connection with the Activity, regardless of the legal basis, is limited to intent or gross negligence.

The above limitation of liability applies in particular to damages caused by errors, delays or interruptions in transmission, in particular the accessibility of the Activity site, in the event of malfunctions of the technical equipment and the server, incorrect content, loss or deletion of data or viruses. The limitation of liability mentioned above does not apply to damages resulting from injury to life, body or health or from the violation of essential contractual obligations (cardinal obligations).

Material contractual obligations are those which the contract must grant to the participant according to its meaning and purpose or whose fulfilment makes the proper execution of the contract possible at all and on whose observance the participant may regularly rely. In the event of a slightly negligent breach of material contractual obligations, John Deere shall only be liable for damages that were foreseeable at the time of the conclusion of the contract and are typical for this type of contract, unless claims for damages are based on injury to life, limb or health.

Data Protection

John Deere is responsible for data processing.

By participating in the Activity, personal data (name, title, e-mail address, gender, phone number, postal address) of the participants is collected, processed and used within the scope of the Activity. This data is collected, processed and used exclusively for the purpose of carrying out the Activity and thus also for the fulfilment of the contract by John Deere in accordance with Article 6 (1) lit. b) General Data Protection Regulation (GDPR).

If the Participant has not reached the age of 16 years the parents (or other legal representatives) must consent to the processing of personal data.

The data provided by the participant will be deleted immediately after the end of the Activity, unless the participant has given his/her consent for further processing or if there is legal obligation to retain the data. In the latter case the data will be restricted for any other processing. Data will only be passed on to third parties if this is necessary for the execution of the Activity (e.g. for sending the prize) unless the participant has given his/her consent for further processing.

As this Activity is part of the Digital News Service, Participant acknowledges his separate consent to processing of his personal data for the purpose of providing the Digital News Service. For further Information concerning the processing of personal data to execute this Activity as well as concerning the processing of personal data to provide the Digital News Service please see: <https://www.deere.co.uk/en/forms/digital-news-service/>

Miscellaneous

Should the aforementioned provisions of these terms and conditions of participation be or become invalid or contain a loophole, the remainder of the provisions remain unaffected. Invalid or incomplete provisions will be replaced with valid content which represents as closely as possible the sense of the invalid content.

Recourse to the courts is not permitted.

The Activity and the terms and conditions of participation are governed by the laws of Germany.