

# 2010 Landscaper's Challenge Sponsored by New Holland

## Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE ONE'S CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW, LICENSED, TAXED OR RESTRICTED, AS WELL AS IN PUERTO RICO AND OVERSEAS UNITED STATES TERRITORIES, POSSESSIONS, COMMONWEALTHS, AND MILITARY INSTALLATIONS.**

**Sponsor:** CNH America LLC, 700 State Street, Racine, Wisconsin 53404.

- 1. Entry.** The entry period for the 2010 Landscaper's Challenger Sponsored by New Holland ("Promotion") begins at 12:00 a.m. EST on March 1, 2010 and continues through 11:59 p.m. EST on August 31, 2010 (the "Promotion Period"). To enter the Promotion, each entrant must visit [www.lawnandlandscape.com](http://www.lawnandlandscape.com) and register electronically on behalf of entrant's Eligible Company employer by entering the following information: name, age, employer name, employer address, and number of employees at their employer. Entrant must also provide information about a landscaping design and build project performed by entrant's Eligible Company employer to include: customer requests and project synopsis, equipment used, total man-hours for completion, project budget, and 300-word description of what made the project unique, why it represents entrant's employer's best work, and the challenges and technical difficulties overcome during completion. Entrant must also upload four high-resolution before and after photographs of the project, which shall become the property of Sponsor and Lawn and Landscape Magazine, 4020 Kinross Lakes Parkway, #201, Richfield, Ohio 44286. Any form of entry other than described herein is void, and any incomplete or nonconforming entries will be disqualified. All online entries must be received by Lawn and Landscape Magazine by the end of the Promotion Period. No mechanically produced entries will be accepted or eligible to win. Each entrant's submission of an electronic entry form certifies that entrant has reviewed a copy of the Official Rules, has read and understands the rules prior to submission, and agrees to abide by all Promotion rules.
- 2. Eligibility.** The Promotion is open to all legal residents of the United States who are 18 years of age or older as of October 28, 2010. Entrants must be employed by and enter the Promotion on behalf of a landscaping company, construction company, nursery or other similar company that performs landscaping services ("Eligible Company"). The following are NOT eligible to enter this Promotion: members of the general public who are not employed by an Eligible Company, and employees of Sponsor or Lawn and Landscape Magazine, their subsidiaries, affiliates and authorized dealers, and any of the aforementioned entities' immediate families (spouse and parents, siblings and children, and each of their spouses, regardless of where they live) and persons living in the households of each of these individuals, whether related or not. This Promotion is subject to all applicable federal, state and local laws and regulations.
- 3. Winner Selection and Odds of Winning.** Six monthly winners (the Eligible Companies at which entrants are employed) will be judged and selected by the editors of Lawn and Landscape Magazine for the months of June through November 2010. These monthly winners will be highlighted in the June, July, August, September, October and November 2010 issues of Lawn and Landscape. From among these six monthly Eligible Company winners, the editors of Lawn and Landscape will judge and select one Grand Prize Eligible Company Winner of the Promotion. **Prize will be awarded to the Eligible Company at which an entrant is employed, not the entrant personally.** The Winner will be announced by Sponsor and Lawn and Landscape on the first day of the Green Industry Equipment trade show at the Kentucky Exposition Center in Louisville, Kentucky on October 28, 2010 at the New Holland Construction booth. The Winner will also be featured in the December 2010 issue of Lawn and Landscape. Winner need not be present to win. Odds of winning the Grand Prize depend upon the total number of eligible entries entered into the Promotion.
- 4. Grand Prize and Restrictions.** The sole Grand Prize will be a 2010 New Holland L170 Skid Steer Loader equipped with an advanced instrument panel, hydraulic mount plate, 60" low profile bucket and a 60" bolt-on cutting edge, with an approximate retail value of USD \$32,305. The winning entrant will be subject to verification, including verification of age, although the Grand Prize will be awarded to entrant's Eligible Company employer. Grand Prize is nontransferable. No prize substitution or cash equivalent is allowed except at the sole discretion of Sponsor. Sponsor reserves the right to award a prize of equal or greater value

if Grand Prize becomes unavailable. All federal, state or local taxes and any fees and costs related to prize acceptance and/or use are the winning Eligible Company's exclusive responsibility.

5. **Prize Claims.** An authorized representative from the winning Eligible Company will be required to sign and return a notarized Affidavit of Eligibility and Liability/Publicity Release, within fourteen (14) days of initial notification. Failure to comply will result in forfeiture of the Grand Prize and selection of an alternate winner. The Grand Prize will be shipped freight prepaid, by ground carrier to the authorized New Holland Construction dealer located nearest to the address supplied on the winner's entry form some time during November of 2010. Dealer will perform pre-delivery preparation on the skid steer and deliver it to the winning Eligible Company's business address. Sponsor is not responsible for any change of mailing address and/or telephone number of the Eligible Company winner contained in the entry.
6. **Use of Information Gathered:** Information gathered from the entrants, Winning Eligible Company and all submitted entries may be used by Sponsor and its affiliates for future marketing purposes, may be shared with Sponsor's authorized dealers, but will not be sold. Entrants consent to the use of personal information by submitting an online entry.
7. **Additional Terms.** As a condition of participating in the Promotion, entrants: a) agree that these Official Rules and the decisions of Sponsor shall be final and binding in all respects, b) agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of State of Wisconsin without giving effect to any choice of law or conflict of law rules, c) consent to the jurisdiction and venue of the federal, state and local courts located in Racine County, Wisconsin, and d) release, discharge, indemnify and hold harmless Sponsor, its parent company, agencies, affiliates, and subsidiaries, and the officers, directors, agents, employees and retailers of each of the foregoing, from any and all liabilities, claims, loss, damages or injuries of any kind arising from or incurred in connection with entrant's participation in the Promotion, and/or the acceptance, possession or use of the Grand Prize awarded, or participation in prize-related activities. By accepting the Grand Prize, the winning Eligible Company and entrant grant permission to Sponsor and those acting under the Sponsor's authority to use the winners' names, pictures/portraits/likenesses and/or voices, for advertising, trade, publicity and promotional purposes in commerce and in all media worldwide without territorial or time limitation or additional compensation. The winning Eligible Company must comply fully with these Official Rules in order to receive the Grand Prize. By accepting the Grand Prize, the winning Eligible Company further acknowledges that Sponsor and its agents, their respective parent companies, affiliates and subsidiaries, and the officers, directors, agencies, agents and employees of each of the foregoing, have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize including, but not limited to, its quality, condition or fitness for a particular purpose. Entrant and the winning Eligible Company acknowledge and agree that any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs, and under no circumstances will they be permitted to obtain an award for, and they hereby waive all rights to claim, punitive, incidental, consequential, or any other damages. Further, entrant and winning Eligible Company agree that all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action.
8. **Limitation of Liability.** Sponsor is not responsible for: i) lost, late, incomplete, illegible, damaged, garbled, destroyed, or misdirected entries, or entries not received by Sponsor for any reason; ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for the destruction or alteration of entries; iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; or iv) any entries submitted in a manner that is not expressly allowed under these rules. All incomplete or otherwise non-conforming entries will be disqualified. Sponsor reserves the right to void any and all online entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method and to disqualify any individual using such a method. If for any reason this Promotion cannot be executed as planned, for reasons including but not

limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity, or proper conduct of this Promotion, or if this Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to terminate the Promotion in its sole discretion. Sponsor reserves the right, at its sole direction, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process. If the Promotion is terminated before the scheduled end date, Sponsor reserves the right to select the winner from among all eligible, non-suspect entries. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE PROMOTION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

9. **Copy of Official Rules / Winner Identification.** For a copy of these Official Rules or for the name of the Grand Prize winner, send a self-addressed, stamped envelope by June 1, 2010, to: 2010 Landscaper's Challenger Promotion Winner List, P.O. Box 292, Racine, WI 53401-0292.
10. **Name Removal.** If you would like your name removed from the list of future promotional mailings, write to New Holland Construction Marketing, CNH America LLC, 700 State Street, Racine, Wisconsin 53404.