

Productivity Plus Apply & Fly Nashville Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. **AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsors' decisions which are final and binding in all matters related to the Sweepstakes. Winning the prize (described below) is contingent upon fulfilling all requirements set forth herein.
2. **Sponsors:** 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.
3. **Sweepstakes Period.** The Productivity Plus Apply & Fly Nashville Sweepstakes ("Sweepstakes") will begin at 12:00 a.m. CDT on July 16, 2024 and end at 11:59:59 p.m. CDT on December 2, 2024 ("Sweepstakes Period"). Entries not received within the Sweepstakes Period (or not postmarked within the Sweepstakes Period if entering via mail-in) will not be considered.
4. **How to Enter.** During the Sweepstakes Period, there will be two (2) ways to enter:
 - a. **Productivity Plus Account Method:** Entrants will receive one (1) entry when they apply to open a Productivity Plus Account if an account is successfully opened. To apply to open an account, (i) visit Sponsors' booth at the 2024 Ag in Motion tradeshow (taking place between July 16, 2024 and July 18, 2024 at Discovery Farm Langham near Saskatoon, Saskatchewan, Canada), (ii) visit <https://app.financeplus.cnhind.com/financeplus/pplus-creditcard-app/app/pplus-web/w-home>, or (iii) visit your local Case IH, CASE Construction or New Holland equipment dealer. Entries not received by the last day of the Sweepstakes Period will result in the corresponding entry being deemed void.
 - b. **Mail-In:** To receive one (1) entry without applying for or receiving a Productivity Plus Account, send a 3" x 5" piece of paper containing your name, complete address, daytime and evening telephone numbers (area code included), and date-of-birth, and mail entry in a properly stamped #10 envelope to: Productivity Plus Apply & Fly Nashville Sweepstakes, C/O CHN Capital, 5729 Washington Ave., Racine, WI 53406. Entries not postmarked by the last day of the Sweepstakes Period and not received by December 9, 2024 will result in the corresponding entry being deemed void.

Any form of entry other than those described herein is void, and any incomplete or otherwise non-conforming entries including mechanically produced copies, will not be accepted or eligible to win and will be disqualified. Limit of one (1) entry per person throughout the Sweepstakes Period, regardless of entry method.

5. **Eligibility.** The Sweepstakes is open to all legal residents of the 50 United States, the District of Columbia and Canada who have reached the age of majority in their jurisdiction of residence at the time of participation, and upon request by Sponsors, must provide valid identification showing proof of age prior to submitting the entry form (each, an "Entrant"). Determination of an Entrant meeting the eligibility requirements is at Sponsors' sole discretion. Employees of Sponsors, their respective 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, are NOT eligible to enter this Sweepstakes. This Sweepstakes is subject to all applicable federal, state, provincial and local laws and regulations.
6. **Winner Selection.** Two (2) potential Grand Prize Winners will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period ("Drawing") on or about December 16, 2024. Winners need not be present to win. In the event a winning entry is from a Productivity Plus Account that has multiple individuals on the account, the prize will be awarded to the primary account holder.

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7. **Odds of Winning.** Odds of winning a Prize depend upon the total number of eligible entries received.
8. **Prizes and Prize Restrictions.** Two (2) Grand Prize Winners will receive a trip package for the Grand Prize Winner and one (1) travel companion to Nashville, TN. The Grand Prize consists of (a) two (2) \$500 USD Flight Vouchers, (b) hotel double-occupancy accommodations for three (3) nights (ARV \$1500 USD), (c) two (2) tickets to a distillery tour (ARV \$100), (d) four (4) day rental car reservation in Nashville, TN (ARV \$400 USD) and (e) Capital Gift Bag (ARV \$300 USD). Approximate Retail Value (ARV) of Grand Prize is \$3,300 USD. The actual value of the Grand Prize is expected to vary, based on the point of origination, airfare fluctuations, and hotel pricing. If the actual value of the travel portion of prize is less than stated, the difference will not be awarded in cash, and no such claim will be honored. If the actual cost of flights between the winner's point of departure/return and Nashville, TN is in excess of \$1,000 USD, the winner will be solely responsible for such excess cost. If a Grand Prize winner resides within 200 miles of Nashville, TN, alternate travel arrangements may be made by Sponsors at their sole discretion and the value of prize may be adjusted accordingly. Each Grand Prize Winner and his/her travel companion are solely responsible for booking flights, determining and obtaining all necessary travel documents, and complying with other travel requirements. All expenses and incidental travel costs associated with Grand Prize travel package not expressly stated in the prize package description above shall be the sole responsibility of the Grand Prize Winners, including, without limitation, tips, hotel incidentals, travel insurance, and food and beverages. All travel hotel arrangements will be made by Sponsor in its sole discretion. Each Grand Prize Winner and guest must travel together on same itinerary. Guests of a Grand Prize Winner may be a minor only if such Grand Prize Winner is the guest's parent or legal guardian. Grand Prize Winners and guests may be required to sign and return such additional prize-related documents are provided by Sponsor, including without limitation, for airline travel and/or hotel accommodation. The Grand Prize is non-refundable for cash and non-changeable once issued. Sponsor will not replace any lost or stolen elements of the Grand Prize. Prize winners cannot assign or transfer their prize to another person. Grand Prize Winners and guests must redeem travel before June 16, 2025. Airfare and hotel accommodations must be booked at least 21 business days in advance. Should any Grand Prize Winner choose to take trip with no guests, then the remaining elements of the associated Grand Prize shall constitute full satisfaction of Sponsor's Grand Prize obligation to such Grand Prize Winner and no additional compensation will be awarded. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsors' airline carrier of choice as detailed in the passenger ticket contract. Prize may not be combined with any other offer and travel may not qualify for frequent flyer miles. No substitution, transfer, or cash equivalent for Grand Prize (or Grand Prize components) will be allowed, except that Sponsor may substitute a Grand Prize (or Grand Prize component) for one of equal or greater value for any reason, in Sponsor's sole discretion. In the event that a Grand Prize component is not available for any reason, then remaining elements of Grand Prize shall constitute full satisfaction of Sponsor's Grand Prize obligation to winners and no additional compensation will be awarded. Sponsor will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage, pandemic or any other natural disaster outside their control that may cause the cancellation or postponement of any event. Winners and guests may wish to obtain travel insurance (or other forms of insurance) at their own expense and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The Grand Prize Winners are solely responsible for payment of all federal, state, provincial and local taxes on the prize value awarded and for all costs and expenses not specified herein.
9. **Prize Notification.** If a winner is a resident of Canada, the winner will be contacted by telephone and must correctly answer (unaided) a timed mathematical skill question in order to be declared a winner. In the event a winner cannot be reached on the first attempt, four total attempts will be made to contact the winner by telephone. On the fourth and final attempt to contact the winner, the winner will have three days to respond to

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the Sponsors' message. After the final attempt, and if no response is received by the time specified in the message to the winner, an alternate winner will be randomly selected from the remaining eligible entries who must be confirmed the winner as set out in this section, and the original winner forfeits the Prize. The potential Sweepstakes winner will be contacted via phone, email and/or mail and required to sign and return a notarized Affidavit (or Declaration) of Eligibility and Liability Publicity Release, within 5 days of initial notification and/or successful completion of the math skill question for Canadian residents for the Prize. Failure to comply will result in forfeiture of the Prize and selection of an alternate winner. Winners will be issued an IRS Form 1099 (or equivalent for winner residing in Canada). Sponsors are not responsible for any change of mailing address and/or telephone number of Entrants. If a prize is returned designated as "undeliverable", no alternate prize will be awarded, no other contact will be attempted by Sponsors.

10. **Use of Information Gathered:** Information gathered from Entrants participating via Productivity Plus Account application and opening may be used by Sponsors only to administer the Sweepstakes, to open and service the Productivity Plus Account and as otherwise described in their Productivity Plus application, and if a Productivity Plus Account is opened in response to their application, their Productivity Plus Account Agreement.
11. **Additional Terms:** By participating in this Sweepstakes, entrants agree: a.) the Official Rules and the decisions of the Sponsors shall be final in all respects; and b.) to release, discharge, indemnify and hold harmless the Sponsors, their respective dealers, subsidiaries, affiliates, officers, directors, and employees (the "Released Parties"), from any liability, claims, or damages arising out of their participation in the giveaway and the acceptance, use, misuse, or possession of any prize. The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail, entries or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsors, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by non-authorized human intervention or other causes including but not limited to war, strikes, health crisis, epidemic, pandemic, civil disturbances, work stoppage, and/or acts of God, which, in the sole opinion of the Sponsors, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsors reserve the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner for the Drawing from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsors. Entrants, by participating, agree that the Released Parties will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes. Winners, by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state/province), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now

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known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **Limitation of Liability:** The Sponsors are not responsible for printing or typographical errors in any giveaway-related material, or for stolen, lost, late, misdirected, damaged, incomplete, or illegible entries. Except where prohibited, by participating in the Sweepstakes entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and Sponsors and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin, USA without giving effect to any principles of conflicts of law of any jurisdiction. Except where prohibited by applicable law, entrant agrees that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prizes, shall be filed individually, without resorting to any form of class action and shall be filed only in the state or federal courts located in the State of Wisconsin, USA and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.
13. **Copy of Official Rules / Winner Identification.** For a copy of these Official Rules or for the name of the Prize winner, send a self-addressed, stamped envelope by December 31, 2024, to: Productivity Plus Apply & Fly Nashville Sweepstakes, C/O CHN Capital, 5729 Washington Ave., Racine, WI 53406. Canadian residents may omit return postage.
14. **Name Removal.** If you would like your name removed from the list of future promotion mailings, write to CNH Capital Marketing, 5729 Washington Ave, Racine, Wisconsin 53406.

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