1. Organiser, scope of application and acceptance of the conditions for participation

- 1.1. The competition is organised by Valtra Inc. of Valmetinkatu 2, 44200 Suolahti , Finland ("AGCO"). Messages to AGCO shall be sent by e-mail to the following e-mail address: valtra.communications@agcocorp.com.
- 1.2. These conditions for participation apply to competitions organised by AGCO.
- 1.3. AGCO reserves the right to impose special conditions for participation for individual competitions. These will be made available on the relevant competition page on AGCO's website.

2. Eligibility to participate and to win

- 2.1. Only companies and consumers are eligible to participate and to win. For all natural persons the minimum age is 18 years. Employees of AGCO and of companies affiliated with AGCO, agencies engaged by AGCO and the relatives of the respective employees are excluded from participation.
- 2.2. Each participant may only enter the competition once and only under their own name.

3. Terms and Conditions, Procedure and special eligibility requirements for the competition

- The Early Bird prize draw competition applies to all qualifying registrations for the Release the Beast
 Q Series Launch virtual event received between 00:00 CET on 29 June 2022 and 23:59 CET on 15
 July 2022.
- The main prize draw competition applies to all qualifying registrations for the Release the Beast Q.
 Series Launch virtual event received between 00:00 CET on 29 June 2022 and 23:59 CET on 28 August 2022.
- The winners will be selected by a random draw, which will take place on Friday 2nd September 2022.
- Terms of the factory visit will be provided to the winner, once announced.

The participant is solely responsible for the timeliness of entry with AGCO and the accuracy of personal data. Competition entries received after the entry deadline will not be considered.

4. Opportunities to participate

Participation in the competition is subject to the terms and conditions set out in the relevant announcement and/or on the website.

5. Prizes

- 5.1. For non-cash prizes, a cash payment of the prize value or an exchange of the prize is excluded. The prize is non-transferable.
- 5.2. The prize that may be presented visually, textually or orally in AGCO's competition offer is not necessarily the same as the item to be won. AGCO reserves the right to replace the prize with a prize of equal value.
- 5.3. Follow-up costs, expenses and other costs triggered by a win must be borne by the respective winner.

6. Win notification

AGCO will notify winners by sending them an email inviting them to contact AGCO. If the person selected in the draw does not reply to this e-mail within a period of 7 days, a second draw will take place.

Commented [TA1]: Optional. Depending on if the prize has "Using the tractor for x hours".

7. Exclusion of participants

- 7.1. AGCO reserves the right to exclude participants from the competition. This applies in particular to violations of the conditions for participation, false personal data or manipulation or suspected manipulation.
- 7.2. AGCO may also exclude participants who are reasonably suspected of using AGCO's services or events in a criminal, discriminatory, offensive, defamatory or insubordinate manner.

8. Exclusion from the distribution of prizes

If AGCO subsequently establishes that the participant has created any reason leading to exclusion within the meaning of Clause 7 or was not actually entitled to participate within the meaning of Clause 2, AGCO may exclude the participant from the distribution or handover of the prizes or reclaim any prizes already handed over.

9. Publication of names

- 9.1. The participant agrees that, in the event of winning the competition, their name will be publicly announced in advertisements, promotions or on relevant websites.
- 9.2. The winner undertakes to make themselves available free of charge within reasonable limits for audio, photo, image and/or text promotion via radio, internet, television or printed media and agrees to publication and use for advertising purposes by AGCO and by companies affiliated with AGCO.

10. Cancellation of the competition

AGCO reserves the right to cancel or terminate the competition at any time. This applies in particular in the event of force majeure or if the competition cannot be carried out or continued for other organisational, technical or legal reasons. In such a case, participants are not entitled to any claims against AGCO.

11. Liability

- 11.1. AGCO assumes no warranty as to material defects and/or defects in title of any prizes.
- 11.2. AGCO shall have unlimited liability for damages resulting from injury to life, body or health. The same applies to intent and gross negligence. AGCO shall only be liable for slight negligence if essential obligations are breached which arise from the nature of the competition and which are of particular importance for achieving the purpose of the competition. In the event of breach of such obligations, delay and impracticality, AGCO's liability shall be limited to such damages as may typically be expected to arise in the context of the competition.
- 11.3. AGCO shall not be liable for any damage caused by the participant and shall be indemnified by the participant from all claims by third parties.

12. Correlation between oral information/written conditions for participation

If oral information in offers differs in content from the conditions for participation or from the offer of the individual competition, the written provisions shall apply exclusively.

13. Change of the conditions for participation

AGCO reserves the right to change the conditions for participation at any time. Changes do not apply to competitions that have already started.

14. Data protection

AGCO's data protection practices comply with the applicable data protection requirements. For more

details, see the privacy policy.

 $https://www.agcocorp.com/content/dam/agcocorp/Privacy/2019-03-27-agco-privacy-policy-english-eu-\underline{en.pdf}$

15. Written form, severability clause, legal action

- 15.1. Deviations from these conditions of participation must be made in writing to be effective. A waiver of the requirement for a written form is also only permissible in written form.
- 15.2. Should one or more of the above clauses be or become void, ineffective or impracticable in whole or in part, the remaining terms and conditions shall remain in effect. The void, ineffective or impracticable clause shall be replaced by a valid clause corresponding to the economic purpose of the void, ineffective or impracticable clause. The same applies if there is a regulatory gap.
- 15.3. Legal recourse is excluded.
- 15.4. These terms and conditions shall be governed by English law and competition participants submit to the jurisdiction of the English courts.

16. Competition provider

Valtra Inc. of Valmetinkatu 2, 44200 Suolahti, Finland

valtra.communications@agcocorp.com.

Current as of July 2020