



**JOHN DEERE**



**HUTCHEON & PEARCE**

## 'H&P Cashback Offer' - Terms and Conditions

1. Information on how to participate in the Hutcheon & Pearce 'H&P Cashback Offer' forms part of these Terms and Conditions. Claims that do not comply with these Conditions of Entry are ineligible. Internet access, a valid email account and an active Bank account are required to redeem Cashback offers. By redeeming a Cashback offer, Participants agree to be bound by these Terms and Conditions.

2. Authorised Employees of Hutcheon & Pearce, their immediate families and the affiliated companies and agencies of Hutcheon & Pearce and their respective employees, are ineligible to claim a Cashback. The 'H&P Cashback Offer' is only open to Participants. "Participants" means customers who have a warranty registered delivery address within the Hutcheon & Pearce AOR (John Deere defined Area of Responsibility to trade), other than the excluded persons set out in this clause 2, who purchase a qualifying product from a Hutcheon & Pearce (hereafter referred to as H&P) dealership during the promotional period. "Product" refers to any John Deere Tractor package defined within clause 4. By participating in this promotion, the H&P Branch also accepts the full Terms and Conditions and agrees to provide the H&P Shared Resource Office (SRO), upon request, details of any transaction to validate the John Deere Product sold. It is the H&P Branches responsibility to ensure all their staff are fully aware of the offer and abide by these conditions.

3. The promoter of this offer is Hutcheon & Pearce Operations; ABN 68 169 674 033 of 1/ 19-31 Peter Street, Wagga Wagga, NSW, 2650, Australia. Any queries relating to submitting claims should be made in writing via email to: [accounts@hutcheonandpearce.com.au](mailto:accounts@hutcheonandpearce.com.au)

4. To obtain a Cashback (in the amount specified below for each Product), the Participant must purchase during the promotional period, as set out in clause 5, one of the following John Deere product packages and their corresponding Cashback amounts:

Model	Cashback
1023E Tractor, no Loader	\$2,000
1023E Tractor with 120R Loader	\$3,000
1025R Tractor, no Loader	\$2,000
1025R Tractor with 120R Loader	\$3,000
3038E Tractor, no Loader	\$1,000
3038E with 300E Loader	\$2,500
4044R Tractor with 440R Loader	\$5,000
5050E Tractor (Open Station), no Loader	\$1,500
5055E Tractor (Open Station), no Loader	\$2,000
5055E Tractor (Open Station) with H240 Loader	\$4,000
5065E Tractor (Open Station), no Loader	\$2,500
5065E Tractor (Open Station) with H240 Loader	\$5,000
5075E Tractor (Open Station), no Loader	\$2,500
5075E Tractor (Open Station) with H240 Loader	\$5,000



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This Promotion is only available while stocks last, within the period specified in clause 5. Claims will not be accepted on Products purchased prior to the promotion start date or after the promotion end date, specified in clause 5. No rain checks.

5. Entries into the Promotion are valid only for Products quoted and subsequently purchased within the H&P AOR between the 13th of May 2024 and 31st of July 2024 (inclusive). Final claims must be lodged by 11:59pm on the 31st of August 2024. Participant(s) will forfeit claims not made by this date.

6. All Products must be paid for in full before any Cashback payments will be made. For those Participants operating a Trading Account with H&P, normal terms of trade for payment apply. Payment of Cashback will not be paid until final payment has been made to H&P by the Participant. If at any time between the date of lodgement and the Cashback payment date, the Participant's trading account is outside of these Trading Terms, the claim will be deemed ineligible for Cashback until the trading account is either, paid in full or the Cashback amount will be applied to the outstanding amount.

7. To lodge a Cashback claim, the Participant must visit [www.hutcheonandpearce.com.au/cashback-offer/](http://www.hutcheonandpearce.com.au/cashback-offer/) and complete the official Cashback Registration form, by entering their details, answering the associated questions and attaching a proof of purchase receipt from their respective H&P Branch. Failing to provide all required information and receipt will be deemed invalid. Claims must be submitted via the above H&P website only. Claim forms sent via Post or any other method will not be accepted.

8. Multiple claims are accepted. Each Product purchased can only be used once for redeeming the associated Cashback. Claims will be deemed invalid if the same serial number is used on more than one claim. H&P reserves the right to request that claimants present proof of purchase for Cashback claim validation.

9. All Cashback amounts stated in clause 4 are inclusive of GST and in Australian Dollars. These Cashback amounts are not transferable to an immediate discount at the point of sale. The applicable Cashback will only be issued via EFT (Electronic Fund Transfer).

10. Cashback payments will be issued within 21 days of the Cashback Claim submission to H&P, providing all terms and conditions have been met.

11. H&P reserves the right to extend the closing date of the promotion at their discretion.

12. With the exception of ordinary Product discounts, in the form of in-store sales offered by H&P Branches, the promotion is not valid in conjunction with any other offer, including government and commercial organisations that already have trade agreements in place.

13. H&P's decision on all matters pertaining to this Promotion is final and binding and no correspondence will be entered into.

14. Claims are not transferable or assignable.

15. H&P shall not be liable for any loss or damage whatsoever which is suffered (including, without limitation, indirect or consequential loss), or for a personal injury suffered or



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sustained, as a result of participation in this promotion, except for any liability which cannot be excluded by law.

16. H&P will use the information contained in the claim form to contact participants if it has any queries regarding claims, and to send fulfilment of the cashback claim.

17. H&P reserves the right to verify all entries. Entries are void if illegible, forged or tampered with in any way. No responsibility is accepted for late, lost or misdirected claims via the internet.

18. H&P reserves the right, at its sole discretion to disqualify any claimant who H&P has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. H&P reserves its rights to recover damages or other compensation from such an offender.

19. To the extent permitted by law, H&P exclude liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or any web site, or any unauthorised intervention, incorrect or insufficient supplied merchant identification parameters, or any combination thereof, including problems that prevents a participant from obtaining a Cashback, or which cause injury or damage to the Participant's or any other person's computer related to, or resulting from, participation or attempted participation in this promotion.

20. If for any reason this Cashback redemption is not capable of running as planned including: infection by computer virus, bugs, tampering, requirement of a regulatory body, unauthorised intervention, fraud, technical failures, incorrect or insufficient supplied merchant identification parameters, or any other causes beyond the reasonable control of H&P which corrupt or affect the administration security, fairness integrity or proper conduct of this redemption, H&P reserves the right in its sole discretion, to cancel, terminate, modify or suspend this promotion.

21. H&P collects personal information about Participants for the purpose of including Participants in the promotion. Unless otherwise notified by the Participant to H&P in writing, in providing their personal details, each Participant agrees to H&P using their details for future marketing and publicity purposes, to the extent permitted by the law, and to H&P disclosing such information to third parties for this purpose. If any information requested is not provided, the purchaser may not participate in this promotion. All personal details of Participants will be stored in a database at the office of H&P or its Branches. H&P is committed to the protection of personal information. A request to access, update or correct any information should be directed to H&P. A copy of H&P's Privacy Policy in relation to the treatment of personal information may be obtained online at [www.hutcheonandpearce.com.au/terms-and-conditions-of-use](http://www.hutcheonandpearce.com.au/terms-and-conditions-of-use)