

# Terms & Conditions for "Experience CowManager: 3 Years Free Monitoring System!" Promotion

## 1. Introduction

These Terms & Conditions ("Terms") govern the participation in the "Experience CowManager: 3 Years Free Monitoring System" promotion ("Promotion"), organized by CowManager ("Organizer"). Participants agree to abide by these Terms in their entirety by entering the Promotion.

## 2. Promotion Period

The Promotion will accept entries from 1<sup>st</sup> of October 2023 to 3<sup>rd</sup> of December 2023.

## 3. Eligibility

a. To be eligible, participants must be eligible to enter the New Zealand Dairy Industry Awards (NZDIA) 'Share Farmer of the Year' category for 2024. This includes, but is not limited to, contract milkers and share milkers.

b. Only participants actively proceeding in the NZDIA Awards process are considered; withdrawals will result in disqualification.

c. Employees, affiliates, and immediate family members of CowManager are excluded from participating.

d. Winning the NZDIA 'Share Farmer of the Year' award does not automatically qualify the participant for winning the CowManager system.

## 4. Selection of Winner

a. Winners will be selected from the list of 'Share Farmer of the Year' category regional winners, as provided by NZDIA.

b. 'Share Farmer of the Year' regional winners will be asked to complete a submission form confirming their interest and have all the permissions required to utilise the system.

c. A panel, comprising CowManager representatives and two independent members (appointed by the NZDIA), will review relevant national judging information and interview the eligible SFOTY regional winners (nominated by NZDIA in the 'Share Farmer of the Year' category) during nationals week to determine the most deserving recipient of the system.

d. After the selection process, the winner will be publicly announced at the NZDIA National Awards Dinner.

## 5. Prize

a. The prize package includes full installation, training, support, and access to all software modules (Fertility, Health, and Nutrition) of the CowManager system for three years from the installation date.

b. The number of sensors included in the prize will be determined based on the herd size specified by the winner in their application for the NZDIA 'Share Farmer of the Year' competition.

c. CowManager will determine the required facilitating hardware to ensure optimal system performance while adhering to its quality standards.

d. After the three-year period, should the winner wish to continue utilizing the system, they are obligated to purchase the facilitating hardware, excluding sensors, and enter into a fresh contract.

## 6. Ownership and Usage

a. The ownership of the CowManager system is retained by CowManager throughout the contractual period.

b. The winner is strictly prohibited from reselling or transferring the system to third parties.

c. CowManager reserves the unconditional right to withdraw the system at any time without the obligation to provide an explanation.

d. The winner consents to CowManager using their farm for marketing purposes, including, but not limited to, the creation and publication of video and photo material, as well as various promotional materials, at no additional cost, for the duration of the contract.

## 7. Liability and Compliance

a. Participants are required to comply with all relevant and applicable New Zealand laws and regulations.

b. CowManager and NZDIA disclaim any responsibility for any damage, loss, injury, or disappointment suffered by entrants as a result of their participation in the Promotion.

c. Participants agree to release and indemnify the NZDIA, CowManager and its affiliates from any claims or liabilities arising from the participation in the Promotion or from the use or misuse of the prize.

## 8. Privacy and Data Protection

a. The collection, use, and protection of personal information will be governed by CowManager's privacy policy.

b. Participants, by entering the Promotion, grant CowManager explicit permission to process their personal details such as name, email, and any other relevant information for the purpose of administration and prize fulfilment.

## 9. General Conditions

a. CowManager retains the right to cancel, terminate, modify, or suspend the Promotion at its sole discretion for any reason.

b. These Terms are subject to and will be interpreted in accordance with the laws of New Zealand. Any disputes arising will be subject to the exclusive jurisdiction of the courts of New Zealand.

## 10. Acknowledgment

By entering the Promotion, participants acknowledge having read, understood, and agreed to be bound by these Terms.