

## Drier Competition - Prize Draw Rules

These are the rules ('the Prize Draw Rules') applicable to a prize draw ('the Prize Draw') being offered by Perry of Oakley Ltd ('Perry') for a Prize as described in rule i below. Any person entering the Prize Draw agrees that they are bound by these Prize Draw Rules and that by entering the Prize Draw they have agreed to be bound by them.

### a. To Enter:

1. Entrants can enter the Prize Draw, after 16 January 2013 ('the Start Date') either via our website [www.perryofoakley.co.uk](http://www.perryofoakley.co.uk) or by completing a Prize Draw registration card which shall be available at various promotional events.
2. Entries must be received by us no later than the 30th June 2013 ('the Closing Date'). By submitting your entry, you will be deemed to have agreed to be bound by the Prize Draw Rules.
3. Entry to the Prize Draw is free but subject to the conditions set out below.

### b. Winner Announcement

1. The draw will be made on 15th July 2013 ("Draw Date").
2. The winner will be announced on 1st August 2013 and shown on our website [www.perryofoakley.co.uk](http://www.perryofoakley.co.uk).

### c. Eligibility

1. Subject to paragraph 2 below, this Prize Draw is open to all United Kingdom (including Channel Islands and Isle of Man but excluding Northern Ireland) Farming Businesses as at the Start Date except those who at any time between the Start Date and the date on which the winner is drawn (inclusive) are employees of Perry of Oakley Limited ("Perry"), any of its wholly owned subsidiaries or any other company or agency involved directly with the administration of this Prize Draw or any members of their households.
2. For the purposes of these Prize Draw Rules, a Farming Business means any sole trader, unincorporated partnership, limited partnership, limited liability partnership or limited company conducting an arable farming business.

### d. Validity

1. There is a limit of 1 entry per individual Farming Business.

2. To be valid, each entry must contain all the information required on the Prize Draw online entry form or by completing a Prize Draw registration card and registering with Perry's online EZI quote system and otherwise comply with these Prize Draw Rules. We reserve the right to refuse entry where, at our sole discretion we deem entries to contain false information or are otherwise in breach of these Prize Draw Rules.

3. Responsibility cannot be accepted for entries lost, damaged or delayed. Proof of uploading, sending or posting will not be considered as proof of receipt or valid submission.

4. By submitting an entry, entrants warrant that they are a duly authorised representative of a Farming Business and are over 18 and agree to indemnify us for any breach of this warranty and agree to abide by these rules.

e. To Win:

1. Valid entries shall be entered into the Prize Draw on the Draw Date and will have an equal chance of winning the Prize. The winning entry will be selected at random by hand.

2. Valid entries will be eligible to win the Prize Draw provided they are received by Perry by the Closing Date.

f. Valid Prize Draw:

1. Should the Prize Draw be won by an entry which is later identified as invalid a redraw of the Prize Draw will be performed until the first valid entry is drawn, to which the Prize will be awarded.

g. Winner Publicity

1. Entrants accept that, if they win, Perry will have the right, without additional payment or permission, to use their name for the purpose of announcing the winner of the prize draw and for related promotional purposes including, without limitation, use of the Prize by Perry for promotional purposes for the first 24 months following installation of the drier won or purchased with the discount won.

h. Winning Entry Details

1. If a Prize is not claimed within 15 days of the winner of the Prize Draw being announced, the entrant will be deemed to have waived the right to claim the Prize and the promoter reserves the right (but not the obligation) to either carry out a further prize draw or donate the Prize to a charity of its choice.

2. The name of the winner and the winning entry will be sent by post to anyone who writes within 3 three months after the Closing Date, enclosing a stamped addressed envelope, to Perry's registered office address requesting details of the winning entry.

i. The Prize

1. Subject to section i. 2 below, the prize (the "Prize") for the winner of the prize draw is, at the winner's discretion, either:

- (i) an M206 drier or
- (ii) a discount of £18,000 on Perry's list price of a larger drier save that such discount cannot be used in conjunction with any other discount or offer.

For the avoidance of doubt, where the discount is chosen, the Prize shall mean the Drier ordered with that discount for the purposes of interpretation of section g.1 and i. 5 of these rules.

2. An entrant who has ordered a Perry drier ("Drier") before the Draw Date for delivery of the Drier in 2013 shall, if they win the prize draw, be entitled to a retrospective discount of £18,000 on their Drier as their Prize in substitution for a Prize under clause i. 1 (and for the avoidance of doubt in no circumstances will an entrant be entitled to both a retrospective discount under this clause and a Prize under clause i. 1) save that such discount cannot be used in conjunction with any previous discount or offer. The Drier against which the retrospective discount is applied shall be deemed to be the Prize for the purposes of interpretation of sections g. 1 and i. 5 of these rules. If the entrant paid less than £18,000 (excluding sales taxes) for their Drier the discount will be reduced accordingly and, in no circumstances shall any excess payment be due from Perry.

3. Perry reserves the right to substitute equipment or a cash prize or discount of equivalent value to the Prize at its absolute discretion.

4. Entry shall be conditional upon:

(a) the entrant not being in breach of Perry's standard terms and conditions and standard terms of payment in force between Perry and the entrant from time to time;

(b) the entrant entering the Prize Draw online or by completing a Prize Draw registration card in either case prior to the Closing Date; and

(c) the entrant registering with Perry's online EZI quote system which can be found at [www.perryoakley.co.uk](http://www.perryoakley.co.uk) prior to the Closing Date

5. The winner must:

(a) where clause i. 1 applies, choose their Prize (as defined in clause i.1) by 15 August 2013 with delivery of the Prize to be taken between 1 October 2013 and 31 December 2013;

- (b) ensure the Prize is installed and operated as part of the entrant's arable farming enterprise;
- (c) ensure the Prize forms and continues to form part of an installation comprised exclusively of components supplied by Perry subject to such components being within Perry's product range (for the avoidance of doubt, new equipment installed with the drier must originate from Perry; old equipment may be of any manufacture);
- (d) ensure payment in full for the Prize being made by the entrant on delivery of the Prize when the entrant has chosen a discount and a surplus is due to Perry;
- (e) not be in breach of Perry's standard terms and conditions and standard terms of payment in force between Perry and the entrant from time to time;
- (f) where the entrant has chosen a discount and a surplus is due to Perry, pay 30% of the outstanding cost of the Prize as a deposit in full and in cleared funds to be received by Perry no later than 5pm on 31 August 2013 and any remaining balance must be paid in full prior to delivery;
- (g) agree (and the entrant agrees by entering the Prize Draw) that any previous discount in respect of any Prize and any equipment ordered with it shall be offset against any cash discount won by the entrant on winning the prize draw;
- (h) the Prize being serviced annually for at least 5 years following installation by Perry at its standard rate of charges;
- (i) permit a Perry sales manager to visit the winner's premises in order to verify at his absolute discretion fulfilment of these rules; and
- (j) provide a dedicated broadband connection at the drier panel on installation of their Prize to allow Perry to demonstrate the full range of features on the drier panel.

6. Without prejudice to any other rights or remedies that the promoter may be entitled to, if the winner is in breach of these rules (including without limitation any of those rules in section i. 5 (a) to (j) (inclusive)) they will be deemed to have waived the right to claim the Prize and the promoter reserves the right (but not the obligation) to either carry out a further prize draw or donate the Prize to a charity of its choice.

j. Data Privacy and Treatment of Data:

1. Perry will use information held about you in the following ways:

☐ To carry out its obligations under these rules;

- ☐ To ensure that content on its website and other existing or future products or promotional materials provided by it is presented in the most effective manner for entrants;
- ☐ To allow entrants to participate in interactive features of our services, when they choose to do so; and
- ☐ To contact entrants with details of goods and/or services it feels may be of interest to them and to allow third parties to contact entrants with details of offers and promotions it feels may be of interest to you.

2. Entrants may withdraw their consent to being contacted by Perry or third parties and their personal data being passed to third parties by emailing Perry at [AYoung@perryofoakley.co.uk](mailto:AYoung@perryofoakley.co.uk) or writing to Perry at its registered office address.

3. The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our contractors. By submitting your personal data through entering this Prize Draw, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely.

4. All information you provide to us is stored on secure servers. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to us; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

5. We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

6. We may disclose your personal information to third parties: in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; if Perry of Oakley Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its users will be one of the transferred assets; and if we are under a duty to disclose or share your personal data in order to comply with any legal obligation.

7. The Data Protection Act 1998 gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

k. The Promoter:

1. The Promoter is Perry of Oakley Limited a private company registered in England and Wales with registered number 545324 and whose registered office address is Dunkeswell Airfield, Dunkeswell, Honiton, Devon, England, EX14 4LF.
2. Perry accepts no responsibility for any lost entries due to technical failures or loss, damage or disappointment suffered by an entrant from entering into this Prize Draw or by the entrant's acceptance of the Prize, or any damage to any entrant's or other person's hardware (including, without limitation, computer or mobile phone equipment) as a consequence of downloading any material relating to this promotion. In the event of the Prize Draw being delayed due to a technical failure Perry shall conduct the draw as soon as it is reasonably practicable to do so and accepts no liability for any such delay.