

AGCO Africa Ambassador Contest

Official Rules and Legal Disclaimer

No Purchase necessary to enter or win!

Program Description

The AGCO Africa Ambassador Program (the “Program”) gives participants the opportunity to participate as described below, whereby participants will be eligible for the Prize. Qualification for the Program begins on September 1st, 2016 at 10 am SAST and ends on October 31st, 2016 at 10 am SAST (the “Submission Period”). By participating in the Program, each Eligible Participant unconditionally accepts and agrees to comply with and abide by these Official Rules, the AGCO Submission Release (attached hereto as Appendix “A” and incorporated herein, the “Submission Release”) and the decisions of AGCO Corporation, 4205 River Green Parkway, Duluth, GA 30096-2568 (“AGCO”), which shall be final and binding in all respects.

Eligibility

The Program is only open to persons who are over twenty-one (21) years of age during the Submission Period and who meet all of the following minimum requirements (“Eligible Participants”):

Minimum Requirements

- Proof of African origin and valid passport from a country on the continent of Africa
- Fluent in spoken English
- Some experience with speaking in front of a large audience
- No record of criminal behavior including crimes of moral turpitude or which might bring AGCO into disrepute
- No membership in extreme, radical or violent groups including but not limited to groups which advocate the violent overthrow of any government
- No human rights offenses
- Must be available to participate in the AGCO Africa Summit (January 23, 2017)
- Must be eligible to receive a visa to enter Germany during the Event
- May not be an employee or immediate family member of an employee with AGCO
- Men and women are welcome to participate in the contest.

Guidelines

- Eligible Participants may enter the Program by creating and submitting a video of themselves explaining why they should be chosen to act as the AGCO Africa Ambassador to Germany during the Event (the “Submission”).
- All Submissions must be clean and professional. The video must not contain obscenities or other objectionable content.
- Eligible Participants may enter as many times as they choose so long as each Submission offers different content and perspective from a previous Submission by the Eligible Participant.
- Multiple entries of the same Submission will result in disqualification.
- Your video should be uploaded on our Youtube page <http://youtube.africa-ambassador.com> as a video response to the contest video, posted on our AGCO Africa Ambassador Facebook page www.facebook.com/AfricaAmbassador or Twitter page <https://twitter.com/AGCOAmbassador> or sent directly via email to info@africa-ambassador.com.
- Submissions must be no less than thirty (30) seconds and/or no more than three (3) minutes in length.
- Eligible Participants shall be responsible for all costs related to their Submission.
- At the time of entry, Eligible Participants are deemed to have read, understood and be in agreement with all rules and conditions contained herein. AGCO reserves the right to rule on any issues not covered by these Official Rules which decision shall be final and binding. In the event that an Eligible Participant disagrees with any decision made by AGCO, it may withdraw his or her Submission up and until the time of announcement of the winner.
- BY ENTERING THIS CONTEST YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE OFFICIAL RULES OF THE SUBMISSION RELEASE AND THESE OFFICIAL RULES AND THAT YOUR VIDEO SUBMISSION MEETS THE CONTENT REQUIREMENTS SET FORTH HEREIN.

Winning

- Qualification for the contest begins on September 1st, 2016 at 10 am SAST and ends on October 31st, 2016 at 10 am SAST.
- Submissions will be approved, judged and decided on by the AGCO marketing team (together, the “Judges”). The announcement of the winner takes place on December 1st, 2016 on the Facebook page www.facebook.com/AfricaAmbassador.
- Eligible Participants accept and acknowledge that the decision of the Judges is final.

Prize

- There will be one (1) winner of the Program, which shall be the Eligible Participant as determined by the Judges.

- The Prize:
 - Hosting the AGCO Africa Summit on January 23, 2017 in Berlin, Germany.
 - Responsibility in regular reporting (bi-weekly) about trends and developments in African agriculture and economy as well as about AGCOs activities in Africa on Facebook, Twitter and Youtube in posts, uploads and video messages during the one year contract period (when appropriate, participation at AGCO events in Africa).
 - \$10,000.00 cash award at the beginning of the one-year contract.
 - Reimbursement for all reasonable traveling expenses solely related to participation as the AGCO Africa Ambassador.

- No cash alternative or Prize substitutions will be permitted. The Prize winner shall be solely responsible for any applicable taxes, and the reporting consequences thereof, and for any other fees or costs associated with the Prize. The Prize winner will be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "Prize Claim Documents"). If the Prize winner fails or refuses to sign and return all Prize Claim Documents within thirty (30) days of notification, winner may be disqualified and an alternate winner may be selected by the Judges. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the Prize for any reason prior to award, the winner shall be disqualified.

- The winning Eligible Participant shall be solely responsible for any incidents which may occur as a result of his or her participation in the Events including but not limited to any damages or injuries while in transit to or from or while attending the Events.

- The winning Eligible Participant shall not be an employee or agent of AGCO and shall not have any authority to act on behalf of AGCO.

- AGCO makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the Prize. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND AGCO HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

Waiver of Liability; Indemnification

Eligible Participants shall indemnify, defend and hold harmless AGCO, its officers, directors, consultants, employees, successors, licensees, agents and permitted assigns from and against any claim, demand, action, damages, loss, expense (including reasonable attorneys' fees) and other liabilities arising from actions brought by third parties arising from the creation, editing, promulgation or dissemination of videos by Eligible Participants or AGCO for the Program. Eligible Participants shall promptly notify AGCO of any such claim. Eligible Participants shall bear full responsibility for the defense of any such claim. Eligible Participants shall keep AGCO informed of, and consult with AGCO in connection with the progress of any litigation or settlement of any such claim. Eligible Participants shall not have any right, without AGCO's written consent, to settle any such claim if such settlement obligates licensee to make or contribute to a monetary payment; arises from or is part of any criminal or quasi-criminal action, suit or proceeding; or contains a stipulation, admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of AGCO.



Eligible Participants shall reimburse AGCO promptly upon demand for any payment made by AGCO at any time to which the foregoing indemnity applies.

AGCO is not responsible for incorrect, inaccurate or incomplete entry of information by participants; lost entries or transmissions, interrupted or unavailable network, server, or other connections; scrambled transmissions or other errors or problems of any kind whether mechanical, human or electric, technical malfunction or computer hardware, software or any combination thereof; or problems associated with any virus, malware or other damage caused to participants' system.

Other

AGCO reserves the right to modify, suspend or terminate the Program for any reason, including in the event that Submission Site becomes infected by a computer virus or is otherwise technically impaired or if the Program cannot be conducted as planned by causes beyond the control of AGCO.

AGCO reserves the right to disqualify any Eligible Participants found tampering with the entry process or with the operation of the Program or who violates these Official Rules. Any attempt by an Eligible Participant to deliberately damage or undermine the legitimate operation of the Program may be in violation of criminal and civil laws and will result in disqualification of such Eligible Participants. Should such an attempt be made, AGCO reserves the right to seek remedies and damages (including attorneys' fees and costs) from such Eligible Participants to the fullest extent permitted by law.

Appendix "A" – AGCO Africa Ambassador Program Submission Release

Please read this AGCO Submission Release carefully because it is a part of the Official Rules and represents your legally binding agreement with us ("Agreement") for the AGCO Africa Ambassador Program (the "Program"). Unless defined separately, terms used in this Agreement are defined in the Official Rules of the Event (the "Official Rules").

Important Note

You must meet the Age Requirements in Section 2 of this Agreement and the Content Requirements in Section 3 of this Agreement.

1. Submitting Videos

We will use the term "video" to mean and refer to any and all content, media and materials that you upload on the youtube or facebook pages mentioned above including, without limitation, still photographs, writings, spoken statements, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of same, regardless of the tangible medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world.

Each time you upload or submit your video (or if you attempt to do so) you will be confirming your acceptance of, and agreement to be bound by, all the terms and conditions of this Agreement and the Official Rules. In order to submit videos, you will also need to meet our Age Requirements (See Section 2 below) and your video must meet our Content Requirements (See Section 3 below). When submitting videos to or for any of the AGCO Entities, you may also be required to comply with certain requirements and agree to terms and conditions that they may separately require or impose and you should check with them for these requirements, terms and conditions, since they, not us, control their own web sites and submission and display requirements, as well as the information they may obtain about you during that process.

By submitting your video, you are also agreeing and you understand that the term “video” also includes, without limitation, and refers to all of the information you submit or we may receive that is related to your video and your submission. Always keep a copy of anything you send because we shall not be responsible for lost, damaged, misdirected, unusable or unreadable videos. Proof that you submitted a video does not constitute proof that we or any of the AGCO Entities received such video.

2. Age Requirements

Participation in the contest is restricted to persons who are twenty-one (21) years of age. If you are not yet twenty-one (21) years old, do not participate in the contest. You should carefully read our Privacy Policy for more information regarding the collection of personal information from children.

3. Content Requirements

You are solely responsible and liable for your communications and submissions (and the consequences) made under your name, user name, email address, password and your registration and profile information, if any. Videos do not reflect the views of AGCO or any of the AGCO Entities and neither AGCO, nor any of the AGCO Entities represents or guarantees the truthfulness, accuracy, or reliability of any video, nor endorses or supports any opinions expressed in any videos, and except for attempting to prevent Unauthorized Content (as defined below) from being displayed, we do not filter or screen any videos or any comments made in relation thereto. In no event shall AGCO or any AGCO Entity have or be construed to have any responsibility or liability for or in connection with any of your videos. If we determine, in our sole discretion, you have not met the Age Requirement (See Section 2 above) or our Content Requirements or if, in our judgment, you or any video you submit violates this Agreement or the Official Rules, we reserve the right, at any time, without notice and without limiting any and all other rights we may have under this Agreement, at law or in equity, to (a) refuse to allow you to submit further videos, (b) remove and delete your videos, (c) revoke your registration and (d) use any technological, legal, operational or other means available to enforce the terms of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration, access using your e-mail address, your user name and password.

You agree you will not submit or attempt to submit, and we have the right to reject, refuse to accept, remove or otherwise handle as AGCO deems appropriate, any “Unauthorized Content” which is defined as any video that is or could be construed as violating any of the terms and conditions of this Agreement, and/or any of the Rules of Conduct set forth in our Terms of Use.

Neither AGCO nor any AGCO Entity controls any video submitted and, although we may use both automated and manual means of reviewing videos in order to prevent Unauthorized Content from appearing and being displayed on the Web site or any Social Media Pages, we do not have any obligation to you to review, evaluate or monitor videos for that or any other purpose. Notwithstanding the foregoing, AGCO reserves the right to review any submitted video and to delete, remove, move, edit or reject, without notice to you, any video that AGCO deems, in its sole discretion to be abusive; defamatory; obscene; pornographic; in violation of copyright, trademark or other intellectual property rights of AGCO, AGCO Entities or any third party; to be in violation of this Agreement or to be unacceptable to AGCO or any of the AGCO Entities, for any reason or for no reason whatsoever; provided, however, that AGCO shall have no obligation or liability to you for failure to do so or for doing so in any particular manner. If AGCO receives notice of any claim of infringement that satisfies specific legal requirements, such as notice and takedown requirements under United States Copyright Act of 1976, AGCO may remove videos associated with such claim without notice to you. AGCO reserves the right to provide information to law enforcement officials, governmental agencies and pursuant to judicial or regulatory compulsion, to protect their respective interests or to comply with legal, regulatory, audit and compliance obligations.

4. Copyright; Content Requirement Violations; Breach of Agreement

If you believe any video or the conduct of any other user violates this Agreement or in any other way infringes upon the rights of you or others, you may notify us in accordance with the provisions of the Official Rules. We have no obligation to respond or reply to any notifications you send us, but we always reserve the right to take any action or no action in our sole discretion.

5. Rights Granted to AGCO and AGCO Entities

You hereby release AGCO and the AGCO Entities from any and all claims of any rights, encumbrances, liens, claims, demands, actions or suits which you may or can have in connection with your video, including, without limitation, any and all liability for any use or nonuse of your video, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress or economic loss. AGCO and the AGCO Entities have the right to assign, transfer, convey, license, sub-license and otherwise transfer, sub-contract, delegate, outsource or engage third parties to perform or benefit from all or any portion of its or their rights and/or obligations to any one or more other parties, without accounting, reporting, notification or other obligation or liability to you whatsoever, now or in the future. You also forever waive and relinquish all moral rights now or hereafter recognized in connection with the video and the rights granted to AGCO and the AGCO Entities hereunder.

AGCO has the right to license, authorize and/or otherwise enter into agreements and arrangements with any AGCO Entity and/or all of the AGCO Entities to do or perform any of the activities, exercise any of the rights and/or undertake any of the responsibilities granted or imposed under this Agreement, in whole or in part.

6. Ownership

You must own the rights to each video you submit and each element of each video you submit and the right to grant all of the authorizations, permissions, approvals, consents, rights and licenses as described in this Agreement. If you do not exclusively own all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses from the owner(s) to enter into this Agreement and perform and comply with all of its obligations.

7. Consideration

You agree and acknowledge that the only consideration that you are entitled to, but not guaranteed is Program consideration related to potentially winning the Prize, to which you agree and acknowledge. AGCO and each of the AGCO Entities reserves the sole and exclusive right to sell advertising and otherwise exploit, benefit from and/or realize revenue from the conduct of its business and operating youtube and facebook platforms and any and all arrangements made with respect thereto, without accounting, obligation or liability to you, notwithstanding that your video may be displayed on or otherwise used by or in connection with these platforms.

8. Indemnification

You shall at all times indemnify and hold harmless AGCO and AGCO Entities, from and against any and all claims, damages, costs and expenses (including reasonable counsel fees), and/or liabilities (including, without limitation, any of the foregoing related to property loss, damages, personal injury and death), arising out of or relating to any breach or alleged breach by you of any representation, warranty or undertaking made herein.

9. Disclaimers and Limitation of Liability

YOU ARE SOLELY RESPONSIBLE FOR YOUR VIDEO, THE REPRESENTATIONS AND OBLIGATIONS UNDER THIS AGREEMENT.

10. General

The Official Rules, incorporating this Agreement, is the entire agreement between you and us and the subject matter of this Agreement and supersedes any prior or inconsistent agreements. Please read the Official Rules. Eligible Participants agrees that sole and exclusive jurisdiction for any dispute arising hereunder shall lie in the United States District Court of the Northern District of the State of Georgia. You hereby submit to this jurisdiction and venue waiving any doctrine of conflict of laws or inconvenient forum. This Agreement shall be interpreted under the laws of the State of Georgia, USA.