

## **X Series Operator Challenge (the “Challenge”)**

1. JCB is putting the very best to the ultimate test. We are looking to find the best tracked excavator operator in the UK (“The Challenge”). Taking place over a series of seven regional heats (“Heats”) across the country at various dealer locations (“Heat Locations”), we will be testing your machine operating skills, precision and dexterity in two timed trials, with the top three regional finalists going on to compete in the final face-off at the JCB Quarry on Monday 24<sup>th</sup> June 2024 (“Final”).
2. Entries to the Challenge will be accepted online prior to the Heats via the weblink <https://www.jcb.com/en-gb/campaigns/operator-challenge> or on the day at the Heat Location.
3. The explanation of the tests and the rules regarding how you complete the Challenge will be explained by a JCB representative at the Heats. Competitors will have a maximum time limit of 10 minutes to complete the two tests. Operators can complete each challenge with a maximum of three attempts at any one Heat. There will be no practice time for competitors. The best combined challenge time from any one attempt will be taken.
4. JCB reserve the right to change the date of any Heat(s) and/or the Final at its discretion.
5. Participants must be over 16, holding a valid and in-date CPC or NPORS 360 excavators operators card (which will need to be submitted as part of the registration process and checked upon arrival). Under 16s must be accompanied and supervised by an adult. Under 18s are allowed to attend the events as spectators but must be accompanied and supervised by an adult.
6. The competition is not open to anyone associated with JCB or any associated companies or any authorised dealers or their staff.
7. Competitors are eligible to compete at multiple Heats if they wish to do so but can only have a maximum of three attempts at each Heat. Competitors can choose their Heat Location; this will not be restricted. Competitors can compete at more than one Heat but it will be up to JCB’s discretion to choose the appropriate action if this arises.
8. Competitors must provide and wear their own personal protection equipment – this includes steel toe cap boots and hi vis vests.
9. Each competitor who competes at the Challenge at the Heat(s) will receive a JCB cap.
10. The participants in the Challenge who are in the top three highest score from each Heat (and in the case of a draw, all those within the top three scorings) (the “Heat Winners”) will go through to the Final to be held at JCB’s World Headquarters and will receive a JCB goody bag, factory tour, hospitality lunch, evening meal and a 1 night bed and breakfast accommodation at the JCB Golf and Country Club or other local hotel (at JCB’s discretion) on the evening of Monday 24<sup>th</sup> June 2024 (“Regional Prizes”). The Heat Winners will be notified by email. No travel, sustenance, expenses or spending money are included other than as expressly stated. For any Heat Winner under the age of 18, the Regional Prize will also include coverage for an accompanying adult for which attendance to the Final will be required.
11. The Challenge details will be notified at the Final. There will be three winners of first, second and third by reference to the highest scores at the Final with a tie-breaker challenge if necessary (“the Final Winners”). The prizes for the Final Winners (“Final Prizes”) shall be:
  - for each Final Winner, the opportunity to have 1 ticket to visit the opening day of Hillhead Show on Tuesday 25<sup>th</sup> June 2024, as a VIP guest of JCB with travel by helicopter (subject to availability and/or weather conditions) or chauffeur vehicle from JCB Golf & Country Club and which shall include a guided tour of the JCB stand and lunch. For a Final Winner under the age of 18, JCB will also cover a ticket for an accompanying adult for which attendance at Hillhead will be required.
  - 1st Prize Final Winner – All expenses paid, 3-night stay for two in Las Vegas. Economy plane tickets from a UK airport. Staying in a named Vegas hotel (room only basis). 5,000 USD spending money to cover food, transfers, activities, etc.
  - 2nd Prize – Tickets for two for the Sunday of the British Grand Prix at Silverstone in the BRDC (British Racing Drivers Club). This prize is tickets only and will not include any transfers, hotels, or additional extras.
  - 3rd Prize – London city break for two with a 2-night Hotel Stay in a central location with breakfast included. £500 spending money. No travel included.
12. In relation to the Final Prizes the following terms apply:
  - a. Travelers must be at least 16 years of age with at least one of the travelers over 18 years of age and proof of age will be required.
  - b. The date for attendance for the Final Prize shall be agreed between JCB and the Final Winner but must be prior to 31 December 2024 (there may be exceptions to certain dates).
  - c. The travel arrangements and accommodation shall be chosen by JCB at its reasonable discretion. Transfers to and from transport terminals are not included unless specifically agreed by JCB.
  - d. No other sustenance, expenses or spending money are included other than as expressly stated.
  - e. Travel and attendance is also subject to travel permissions being obtained (for example, necessary visas).
  - f. Amendments to any booking details once confirmed will be at the expense of the Final Winner.

13. If the Heat Winners or Final Winners (“the Winners”) cannot be contacted within fourteen (14) days and/or if the Final Winner and/or their guest are unable to obtain necessary travel permissions within two (2) weeks of notification of success JCB reserves the right to award the relevant prize to the participant who has the next highest score.
14. Prizes are awarded ‘as is’ with no warranty or guarantee, either express or implied. No substitution or transfer is permitted, the prizes are non-exchangeable and there is no cash alternative to any of the prizes.
15. JCB’s decision is final and binding in all matters and no correspondence will be entered into.
16. Entrants accept that images and videos may be taken by JCB during the course of the Challenge that may be shared by JCB on its social media pages and websites. Entrants should notify JCB if they do not wish to be included in such images, videos and publicity. Entrants further accept that, if they have provided JCB with their social media information as part of the registration process or during the course of the event, JCB will have the right to tag them in images and videos including them. Entrants accept JCB will have the right to use their name and country of residence for the purposes of announcing the Heat Winner(s) and Final Winners (“Winner(s)”). The Winner(s) may be required to participate in reasonable publicity relating to the Challenge.
17. As the promoter of the Challenge, JCB reserves the right to withdraw or change the terms of the Challenge including any of the prizes without prior notice.
18. By entering the Challenge you consent to our (and JCB dealers) processing of your information for the purposes of administration of the Challenge. If you also advise, at the time of submission of your information, that you consent to marketing from JCB we will also use your data for the purpose of us or your local dealer marketing products and services to you. You can opt out of marketing at any time by clicking ‘unsubscribe’ on electronic communications. We use our reasonable efforts to maintain the security of your information. Please see our Sales and Marketing privacy policy on [www.jcb.com](http://www.jcb.com) for further information.
19. By deciding to enter into the Challenge you agree to be bound by these terms and conditions and acknowledge and agree that JCB shall not be responsible for any loss, damage, injury or disappointment suffered by any entrant resulting from entering the Challenge, provided that nothing herein limits or excludes JCB’s liability for death or personal injury though negligence.
20. The Challenge is organized and promoted by JCB Sales Limited, whose registered office is at Lakeside Works, Rocester, Uttoxeter, Staffordshire ST14 5JP.
21. Any queries regarding the Challenge should be sent to the Events Team at JCB World Headquarters, Lakeside Works, Rocester, Uttoxeter, Staffordshire, ST14 5JP. The Winners name only (no further details will be provided) may be obtained by written request by sending a self-addressed envelope to this address up to 30 days after the date of the Final. All competitors will be able to access final placings after the events by emailing [events@jcb.com](mailto:events@jcb.com) or contacting the hosting dealer directly.
22. These terms and conditions are governed by the laws of England and Wales. Any disputes arising under or in connection with them shall be subject to the exclusive jurisdiction of the courts of England.