

## Official Rules

### **"WIN A KUBOTA MOWER SWEEPSTAKES" SPONSORED BY KUBOTA TRACTOR CORPORATION**

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA AND HAWAII AND OUTSIDE OF THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE INELIGIBLE AND NOT LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

**1. Entry Period:** The "Win a Kubota Mower Sweepstakes" ("Sweepstakes") commences at 12:00 AM CT on April 1, 2022 and ends at 11:59 PM CT on September 30, 2022 ("Sweepstakes Period"). The Sponsor's time clock will be the official time keeping device for this Sweepstakes. All entries must be received by 11:59 PM CT on September 30, 2022. All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstakes are final.

**2. Eligibility:** The Sweepstakes is open to U.S. citizens and U.S. resident aliens who are physically located in the United States and legal residents of one of the 48 contiguous United States or the District of Columbia who are at least the age of majority in their state of residence at time of entry: 18 years of age in most states, 19 in Alabama and Nebraska, 21 in Mississippi. Employees, agents, directors of Kubota Tractor Corporation ("Sponsor" or "Kubota") and its parent companies, affiliated companies, subsidiaries, joint ventures, partners, agents, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Sweepstakes ("Released Parties"), and their immediate families (*i.e.*, parents, spouse, siblings, children, grandparents, step-parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter Sweepstakes.

By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that entrant meets all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (e) agree to indemnify and hold harmless Released Parties from and against any and all liability arising out of or relating in any way to entrant's participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties. This includes, but is not limited to, any and all claims, demands, damages and causes of action for personal injuries, exposure to infectious disease, illness, or death and/or damage to personal or real property, theft, loss or any other harm, suffered directly or indirectly from entrant's participation in Sweepstakes or the receipt or acceptance, redemption, possession, use or misuse of the Prize (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

**3. To Enter:** To receive one (1) entry into this Sweepstakes: (i) visit **www.winakubotamower** and complete all required fields on the online entry form, including agreeing to the Official Rules; and (ii) submit entry form as instructed. Only fully completed entry forms are eligible. **Message and data rates may apply if entrant enters Sweepstakes via mobile device.**

**AGREEMENT TO OFFICIAL RULES:** By participating in Sweepstakes, entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor and its agents, which are final and binding in all matters related to the Sweepstakes.

All information submitted to Sponsor by entrants is subject to and will be treated in a manner consistent with Sponsor's Privacy Policy accessible at <https://www.kubota.com/privacy/index.html>. By participating in Sweepstakes, entrants hereby agree that Sponsor may collect and use their personal information in compliance with its Privacy Policy and

acknowledge that they have read and accepted the Sponsor Privacy Policy. All information submitted by entrants is being provided to Sponsor and/or Sponsor's promotion agency and not to Facebook.

There is a limit of one (1) entry per person. If it is suspected that an entrant submits more than one (1) entry, only one (1) entry will be considered. In the event of a dispute over who submitted a winning entry, the "authorized account subscriber" of the email account used to participate in Sweepstakes at the actual time of entry, will be deemed to be the entrant. **It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes their email address during the Sweepstakes Period.** The "authorized account subscriber" for online entries is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. In the event a winning account selected is a joint account, a total of one (1) Prize will be awarded in the name of the first-named account holder. Proof to Sponsor's satisfaction of being the authorized account subscriber may be required by Sponsor.

All entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries". Entries that are not in compliance with these Official Rules will be disqualified at Sponsor's sole and absolute discretion. All entries become the sole and exclusive property of Sponsor. Entries will not be returned. Proof of entry will not be deemed to be proof of receipt of entry by Sponsor.

**4. Odds:** The odds of winning the Sweepstakes depend on the total number of Eligible Entries received during the Sweepstakes Period.

**5. Prize:** The Winner (hereinafter defined) will receive one (1) Kubota Z400 mower, with an approximate retail value ("ARV") of \$8,449, the ("Prize"). Prize consists of only the elements specifically listed as part of the Prize. The ARV is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded.

**6. Publicity Release:** By participating in Sweepstakes, the Winner grants to Sponsor, and its representatives, affiliates, licensees, and assigns, the right and permission to record, film, videotape and photograph the Winner ("Images"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of Winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, promotion, or a Sweepstakes Winner List or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

**7. Winner Selection and Notification:** There will be one (1) Winner selected in a random drawing from among all of the Eligible Entries on or about October 12, 2022, by Sponsor's independent designated Sweepstakes administrator who will also attempt to contact the potential winners via the telephone number or email address provided at time of entry and by entering the Sweepstakes the entrant hereby grants permission to be contacted via telephone or email. **No messages will be left on answering machines or voicemail systems.** If a potential winner cannot be reached directly and/or does not meet the eligibility requirements, the potential winner will be disqualified, and an alternate potential winner will be selected in a random drawing from among all of the remaining Eligible Entries. Released Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information or other unsuccessful attempts to notify potential winners.

**8. Winner Verification:** To be eligible to be declared the Winner and to receive the Prize, the potential winner must sign and return to Sponsor and/or Sponsor's designated Sweepstakes administrator within three (3) days of issuance of such documentation, a complete and valid IRS Form W9 and an Affidavit of Eligibility and Release that: (a) releases Released Parties from any and all liability, loss, claims, demands, and causes of action for exposure to infectious disease, illness, personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from potential winner's participation in Sweepstakes, including, but not limited to, traveling

to, preparing for and/or participating in any Prize related activity, or the acceptance, possession, or use or misuse of any Prize; (b) except where prohibited by law, grants Released Parties the right to use potential winner's name, picture and/or likeness, or biographical information or voice for trade, advertising and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification; and (c) any other document, release or waiver deemed necessary. Entry into Sweepstakes constitutes agreement to sign such release, waiver, or documentation. If potential winner does not sign the documentation as specified in this Section and return it within the time frame specified, the potential winner may be disqualified, and the Prize forfeited. When such documentation is properly executed and providing potential winner is otherwise in compliance with the Official Rules, potential winner will be determined to be the Sweepstakes winner ("Winner").

To the extent permissible by law, Sponsor reserves the right to require potential winner to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor or any other Released Party into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Sweepstakes as determined by Sponsor, in its sole discretion. Potential winner must agree to sign waiver forms authorizing the release of personal and background information. Sponsor reserves the right, in its sole discretion, to disqualify potential winner based on the background check.

If a potential winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Sponsor will have no further obligation to the potential winner. Prize or Prize documents returned as undeliverable will result in forfeiture of Prize. Sponsor expressly reserves the right to delay the announcement of the Winner for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Winner in the event that any potential winner fails to comply with these Official Rules or fails to execute the documentation within the time frame specified.

By participating in Sweepstakes, Winner acknowledges that Released Parties have not and will not obtain or provide insurance of any kind relating to the Prize and that Winner will be responsible for obtaining and paying for any form of insurance relating to the Prize that Winner deems appropriate.

**9. Prize Terms:** The date for fulfillment of the Prize will be on or about November 2022, but subject to change in Sponsor's sole discretion. If for any reason any Prize is unavailable or any Prize or related event is delayed, cancelled, or postponed, or for any other reason, Sponsor reserves the right to modify the Sweepstakes in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. Released Parties shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. All Prize details not specified in these Official Rules will be determined by Sponsor's in its sole and absolute discretion. The Released Parties are not responsible for and will not replace any lost, mutilated, or stolen Prize or any Prize that is undeliverable or does not reach the Winner because of an incorrect or changed address. All costs and expenses not specifically listed above as part of the Prize, including, without limitation, any equipment, or accessories to be used in connection with the Prize, are solely Winner's responsibility. PRIZE IS PROVIDED "AS IS" WITH NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, MADE BY SPONSOR OR ANY RELEASED PARTY OR FOR WHICH SPONSOR OR ANY RELEASED PARTY SHALL BE LIABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. Prizes must be accepted as awarded. Prizes pictured in online, television, print advertising, and other Sweepstakes materials are for illustrative purposes only. Arrangements for the fulfillment of the Prize will be made by Sponsor's designated promotion agency and/or Sponsor.

**10. Taxes:** The Winner must supply Sponsor and/or Sponsor's designated Sweepstakes administrator with a their social security number prior to receiving the Prize. An IRS Form 1099 will be issued in the name of Winner for the actual value of the Prize awarded if the actual value of the Prize awarded is \$600 or over. All federal, state, and local taxes, and any other costs and expenses associated with acceptance and/or use of the Prize not specifically provided for in these Official Rules are solely the Winner's responsibility.

**11. General Terms:** Released Parties are not responsible if Sweepstakes cannot take place, or if any Prize cannot be awarded due to delays, interruptions, or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, epidemic, pandemics (including, but not limited to, COVID-19 and any deviation thereof), acts of government, or other events outside of the reasonable control of Released Parties. If, for any reason Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Released Parties, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Sweepstakes or any part of the Sweepstakes. If Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing date of the Sweepstakes, notice will be posted on **www.winakubotamower**, if time permits and the Prize will be awarded to a Winner to be selected in a random drawing from among all of the remaining uncorrupted Eligible Entries received prior to any such event, or in any manner that is fair and equitable as determined by Sponsor in its sole discretion. Sponsor reserves the right to modify and amend these Official Rules from time to time during Sweepstakes for clarification purposes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Released Parties assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not received, postage due mail entries, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Released Parties assume no responsibility for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages, or for any other reason beyond the reasonable control of Released Parties. Released Parties assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winner, in the announcement of the Prize and Winner, and the delivery of the Prize, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any email or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone or other portable electronic device related to or resulting from participation or downloading any materials in Sweepstakes. Entries must not include material that is harmful to other users of the website or social media platform such as viruses, trojan horses or other technologies that could adversely impact the Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted, and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the entry process or the operation of Sweepstakes; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Released Parties into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS THE WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

**CHOICE OF LAW:** IN THE EVENT ENTRANT ATTEMPTS TO BRING A CLAIM, ACTION OR PROCEEDING AGAINST RELEASED PARTIES DESPITE AGREEING NOT TO DO SO IN SECTION 2 OF THESE OFFICIAL RULES, AS A CONDITION OF ENTERING THE SWEEPSTAKES ENTRANT AGREES THAT: (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT WITHIN THE STATE OF TEXAS; (II) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (III) UNDER NO CIRCUMSTANCES, WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF

ENTRANT AND SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS, THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON OR PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

**12. Request for Name of Winner and Official Rules:** All requests for a copy of the Official Rules and for the name of the Winner (first name and state) must be made by November 30, 2022. Vermont residents may omit return postage if requesting a set of Official Rules. For the name of the Winner and/or Official Rules: (i) send a self-addressed stamped envelope to: **"Win a Kubota Mower Sweepstakes"**, #140 233 Rock Road, Glen Rock, NJ 07452; and (ii) write, as applicable, "Winners List" or "Official Rules" on the lower left-hand corner of the envelope.

**13. Sponsored by:** This Sweepstakes is sponsored by Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051.