

**KUBOTA SZ STAND OFF SWEEPSTAKES
OFFICIAL RULES
NO PURCHASE NECESSARY
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

- 1. ELIGIBILITY:** The Kubota SZ Stand Off Sweepstakes (“Sweepstakes”) is open only to current owners/operators of a for-profit commercial landscape company incorporated in the 50 United States or the District of Columbia, who are 18 (19 or older in AL or NE) years of age or older at the time of entry (“Entrant”). Entries must be submitted by the current owner/operator of the for-profit commercial landscape company. Entrants may not be employees, officers or directors of Kubota Tractor Corporation (the “Sponsor”), its parent company, joint ventures, subsidiaries, affiliates, agents, prize providers, advertising and promotion agencies and suppliers and the officers, directors and employees of them (the “Released Parties”) or an immediate family member or household member of any of the foregoing. Void where prohibited by law. All federal, state and local laws and regulations apply. **This Sweepstakes is not open to the general public.**
- 2. AGREEMENT TO OFFICIAL RULES:** By participating in the Sweepstakes, Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and its agents, which are final and binding in all matters related to the Sweepstakes.
- 3. ENTRY PERIOD:** The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on 8/01/19 and ends at 11:59:59 p.m. ET on 10/18/19 (“Entry Period”).
- 4. HOW TO ENTER:**
ENTRY #1 & #2: Go to www.kubotausa.com/winansz (“SZ sweepstakes Landing Page”) and follow the instructions to complete the entry form. Limit of one (1) entry form entry.

On the SZ sweepstakes Landing Page you will have the option to upload a photo of a Kubota commercial mower and/or fleet (“Photo”) and the name of your local Kubota dealer (photo cannot include any people) (“Photo Entry”). If you choose to upload a photo, you will receive one (1) additional entry. Limit of one (1) Photo Entry per Entrant. Photos will not be judged and will not have any bearing on the selection of the winner in this Sweepstakes. Your Photo must conform to the Photo Guidelines defined below. Sponsor, in its sole discretion, may disqualify you from the Sweepstakes if it believes that your Photo fails to conform to the Guidelines or any other applicable provision of these Official Rules. All Photos become property of the Sponsor.

Photo Guidelines:

- Must comply with these Official Rules;
- Must contain image of a Kubota mower or a Kubota commercial fleet (no people, including you);
- Must be in a .jpg, .jpeg, .png, .bmp or .gif format;
- Must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Must not contain any third party copyrighted material, products, trademarks or logos other than Kubota;
- Must be your own original, unpublished work which is owned by you and has not been submitted to any third party, including another promotion, sweepstakes or contest or won any previous awards;
- Must be non-confidential and has been legally created (i.e., does not violate any laws or regulations in the making of the Entry);
- Must be suitable for publication in a public forum (as determined by Sponsor in its sole discretion);
- Must not contain any personally identifiable information. Should you include personally identifiable information about yourself in the photo, you acknowledge and agree that such information may be disclosed publicly, and you are solely responsible for any consequences thereof.
- Must not disparage and of the Released Parties or communicate any messages or images which are inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;

- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not promote alcohol, illegal drugs, tobacco, firearms/weapons (or use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Must not contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where entry is created.

ENTRY #3: Have your Expo badge scanned at the Kubota booth at the Green Industry & Equipment Expo, scheduled to take place from 10/16/19 – 10/18/19 at the Kentucky Exposition Center, Louisville, KY. Limit of one (1) badge entry.

ALTERNATE METHOD OF ENTRY: to enter without submitting your entry online, submitting a Photo and/or attending the Green Industry & Equipment Expo, on a plain piece of 3" x 5" paper, hand print your complete name, company name, company street address, city, state, ZIP code, company phone number. Mail entry in a hand addressed, business-size (#10) envelope with first-class postage affixed, to: The Kubota SZ Stand Off Sweepstakes, PO Box 27154, Golden Valley, MN 55427. Limit of two (2) mail-in entries per Entrant. Entry(ies) must be postmarked by 10/18/19 and received by 10/23/19. Limit one (1) entry per stamped envelope. No mechanically reproduced entries permitted. Illegible and/or incomplete entries are void.

LIMIT OF THREE (3) ENTRIES PER PERSON, REGARDLESS OF THE ENTRY METHODS USED. Any attempt to obtain more than three (3) entries will void that person's entries and that person may be disqualified. No correspondence regarding the screening or verification of Entries will be undertaken by Sponsor. Entries generated by script, macro or other automated means are void. All materials submitted become the sole property of Sponsor and will not be returned. Certain Entries may be used by Sponsor and its agents for socializing and promotional purposes during and after the Entry Period. Being selected for socializing and/or promotional purposes does not imply or guarantee selection as the prize winner in the Sweepstakes.

5. RANDOM DRAWING/WINNER NOTIFICATION: One (1) potential prize winner will be selected in a random drawing from all eligible entries received. Odds of winning the prize depend on the number of eligible entries received. Random drawing will be held on or about 10/24/19. Potential prize winner must meet all of the eligibility requirements and comply with all of the terms and conditions set forth in these Official Rules. Sponsor will notify potential prize winner by phone or email. Potential prize winner must submit to Sponsor - business card or FEIN number. If the potential winner cannot be contacted, or he/she does not respond by designated deadline or if Sponsor is unable to leave a message and/or the notification is returned as undeliverable, or is found to be ineligible, such potential winner will be automatically disqualified and an alternate potential winner will be selected, at Sponsor's sole discretion.

6. ONE (1) PRIZE AND VALUE ("ARV"): winner will receive one (1) Kubota SZ stand-on mower of winners' choice up to a MSRP value of \$9,099. If the winner selects a Kubota SZ model that is more than \$9,099, the winner is responsible to pay the additional amount. Prize consists of only the item listed as the prize. No substitution, cash redemption, assignment or transfer of prize by winner permitted. Sponsor reserves the right to substitute prize with a prize of equal or greater value. The Kubota SZ mower must be picked up at a Sponsor-specified Kubota dealer closest to winner's residence by December 31, 2019.

Winner will be solely responsible for any additional equipment, all federal, state and local taxes, title, registration, insurance and all other fees and expenses associated with the receipt of the prize. All photos and models representing the prize are for illustration purposes only. Sponsor shall only be responsible for awarding the number of prizes as stated in these rules. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prizes awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded. Entrant acknowledges and agrees that Sponsor has not arranged for nor carries any insurance of any kind for the benefit

of Entrant or that of Entrant's heirs, executors, and administrators relative to Entrant's use of the prize awarded to Entrant; and that Entrant is solely responsible for obtaining and paying for any insurance relative to the prize awarded to Entrant. All federal, state and local taxes are the sole responsibility of the winner.

7. PUBLICITY RELEASE: Except where prohibited or restricted by law, acceptance of a prize constitutes agreement and consent for Sponsor to use and/or publish your name, your company name, city and state and/or statements made by you regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or Sweepstakes on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

8. GENERAL RULES: Personal information submitted by Entrants is subject to the Sponsor's privacy policy available at <https://www.kubotausa.com/privacy-policy>. Except where prohibited, by participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties and the officers, directors and employees of them from and against any claim or cause of action arising out of participation or attempt to participate in the Sweepstakes. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes. Released Parties are not responsible for lost, late, damaged, delayed, or incomplete entries, entries not received by entry deadline, interrupted or unavailable network, server or other connections, mis-communications, failed telephone, computer hardware, software and other technical failures of any kind, including damage to any person's computer relating to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, unauthorized human intervention, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, including without limitation, the incorrect or inaccurate capture of entry information online regardless of cause that may limit a user's ability to participate in the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds or believes to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirements of participation as stated herein or with any provision in these Official Rules. **INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION.** Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the program as determined by Sponsor, in their sole discretion. In the event of termination of the Sweepstakes, a notice will be posted and a random drawing may be conducted from among all eligible entries received prior to the time of termination. Sponsor and the Promotional Participants are not responsible for any typographical or other error in the printing, the offering or the announcement of the Prize or in the administration of the Sweepstakes.

By accepting the prize, the winning company agrees to release and hold the Released Parties harmless against any and all claims, damages, losses, expenses and liability arising out of acceptance, use or misuse of the prize.

9. ARBITRATION/CHOICE OF LAW: Each entrant agrees that: (1) 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, (2) 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 (3) 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.

10. WIN LIST: For the name of the winner, send an email, indicating the name of this Sweepstakes to winlistMW@gage.com. Requests must be received by 10/31/19.

11. SPONSOR: Kubota Tractor Corporation, 1000 Kubota Dr., Grapevine, TX 76051.