

KUBOTA CANADA REWARDS PROGRAM – OFFICIAL TERMS AND CONDITIONS

1. KEY DATES:

The *Kubota Canada Rewards Program* (the “**Program**”) is administered by Kubota Canada Ltd. (“**Kubota**”) and begins on April 15, 2019 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends when the Program is terminated in accordance with these Official Terms and Conditions (the “**Terms**”). For the purposes of the Program, the relevant purchase period (each, a “**Purchase Period**”) during each year of the Program will be as follows:

Purchase Period	Purchase Period Starts (12:00:00 a.m. ET)	Purchase Period Ends (11:59:59 p.m. ET)
One	April 15, 2019	October 31, 2019
All Subsequent Purchase Periods	November 1	October 31 (the following calendar year)

2. ELIGIBILITY:

Program is open only to residents of Canada who are authorized holders (each, a “**Cardholder**”) of a Kubota Personal Card and/or a Kubota Commercial Card (each, a “**Kubota Card**”) issued by Fédération des caisses Desjardins du Québec (“**Desjardins**”) that is and remains in good standing in accordance with the terms and conditions of the Variable Credit Agreement/Variable Credit Contract (the “**Credit Agreement**”) issued by Desjardins.

IMPORTANT NOTE: Use of the Kubota Card remains subject to the terms and conditions of the Credit Agreement at all times. Any use of a Kubota Card that is not in accordance with the Credit Agreement (as determined by Desjardins at any time in its sole and absolute discretion) may, in the sole and absolute discretion of Kubota, result in disqualification of the Cardholder from participating in the Program [which, if disqualified, will result in the forfeiture of any Reward(s) (as defined below in Section 4) earned in accordance with these Terms].

3. AGREEMENT TO BE LEGALLY BOUND BY TERMS

By participating in this Program and using the Kubota Card, Cardholder is signifying his/her agreement that he/she has read and agrees to be legally bound by these Terms.

4. HOW TO EARN A REWARD:

In relation to each Purchase Period, Cardholder will be eligible to earn a reward (a “**Reward**”) consisting of a Kubota Promotional Rewards Card (a “**Rewards Card**”) in the amount of *Two Percent (2%)* of all eligible purchases made by the Cardholder at an authorized Kubota Canada dealership using his/her Kubota Card and posted to his/her Card account during the applicable Purchase Period – up to a maximum of Two Thousand Canadian Dollars (\$2000 CAD).

To be eligible to earn a Reward, Cardholder’s Kubota Card must be in good standing in accordance with the Terms of the Credit Agreement (as determined by Desjardins at any time in its sole and absolute discretion).

If Cardholder elects to return a purchase or is otherwise entitled to a credit or adjustment that is related to a purchase made using his/her Kubota Card, then Cardholder’s Reward amount, if any, will be reduced accordingly. All deductions for returns, credits and adjustments will be calculated at *Two Percent (2%)*.

All Reward amounts will be verified by Kubota in its sole and absolute discretion based on the information provided to Kubota by Desjardins. The decisions of Kubota with respect to all aspects of this Program (including, but not limited to, the amount of all Rewards) are final and binding on all Cardholders without right of appeal.

Rewards earned in accordance with these Terms will be issued by Kubota on or about November 15 each year during the Program. For the purposes of this Program, Cardholder’s Reward amount, if any, automatically resets to zero (\$0) at the beginning of the next Purchase Period.

Use of the Rewards Card is subject to the terms and conditions specified by Kubota on the Rewards Card.

5. REWARD LIMIT:

There is a limit of one (1) Reward per Cardholder during each Purchase Period. If it is discovered by Kubota (using any evidence or other information made available to or otherwise discovered by Kubota) that any Cardholder has attempted to use multiple names, multiple identities and/or any other means not in keeping with Kubota’s interpretation of the letter and spirit of these Terms to participate in or to disrupt this Program, then it may result in disqualification of the applicable Cardholder from participating in the Program [which, if disqualified, will result in the forfeiture of any Reward(s) earned in accordance with these Terms].

6. VERIFICATION:

Kubota reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Kubota – including, without limitation, government issued photo identification): (i) for the purposes of verifying eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any information for the purposes of this Program; and/or (iii) for any other reason Kubota deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with Kubota's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of Kubota within the timeline specified by Kubota may result in disqualification of the applicable Cardholder from participating in the Program [which, if disqualified, will result in the forfeiture of any Reward(s) earned in accordance with these Terms.

7. GENERAL CONDITIONS:

This Program is subject to all applicable federal, provincial and municipal laws. ANYONE DEEMED BY KUBOTA TO BE IN VIOLATION OF KUBOTA'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF KUBOTA AT ANY TIME.

Kubota, Desjardins, their respective parent companies, subsidiaries, associated and affiliated entities, suppliers, dealers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Program, and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Released Parties") will not be liable for: (i) any malfunction or other problems of any nature whatsoever; (ii) the failure of any other information to be received, captured or recorded for any reason whatsoever; (iii) anyone being incorrectly and/or mistakenly identified as a Reward recipient; and/or (iv) any combination of the above.

Kubota reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of Kubota that interferes with the proper conduct of this Program as contemplated by these Terms [including, but not limited to, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever]. Without limiting the generality of the foregoing, Kubota reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms) in any way for any other reason by providing Cardholder with thirty (30) days' notice. To the fullest extent permitted by applicable law, Cardholder's continued participation in the Program after the date specified in any such notice constitutes Cardholder's full acceptance of, and agreement to be legally bound by, these Terms, as revised. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Kubota in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, Kubota reserves the right to seek remedies and damages to the fullest extent permitted by law.

By participating in this Program, Cardholder expressly consents to Kubota, its agents and/or representatives, storing, sharing and using Cardholder's personal information for the purpose of administering the Program and in accordance with Kubota's privacy policy (available at: <https://kubota.ca/en/resources/privacy-policy>). This section does not limit any other consent(s) that an individual may provide Kubota or others in relation to the collection, use and/or disclosure of their personal information.

Kubota reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Terms, to the extent deemed necessary by Kubota, for purposes of verifying compliance by any Cardholder and/or other information with these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of Kubota, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms and disclosures or other statements contained in any Program-related materials, including, but not limited to, the French version of these Terms, point of sale, television, print or online advertising and/or any instructions or interpretations of these Terms given by any representative of Kubota, the terms and conditions of these English Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, Kubota or any of the other the Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law Terms or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Program.