

OFFICIAL CONTEST RULES AND REGULATIONS

1. KEY DATES:

The Kubota Orange Leaf Event Contest (the “**Contest**”) begins on September 1, 2021 at 12:00 a.m. eastern time (“**ET**”) and ends on November 30, 2021 at 11:59 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY TO ENTER:

The Contest is open only to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives and agents (and those with whom such persons are living, whether related or not) of Kubota Canada Ltd. (the “**Sponsor**”), its distributors, representatives, agents, parent companies, subsidiaries, affiliates, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”).

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

4. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, follow the instructions to visit the Contest website indicated in the Sponsor’s Contest flyer announcement or go to www.kubota.ca/fall or kubota.ca/automne (the “**Website**”). Upon visiting the Website, follow the on-screen instructions to obtain the official Contest entry form (the “**Entry Form**”). Fully complete the Entry Form with all required information, which may include a requirement to: (i) enter your full name, complete mailing address (including postal code), valid email address and telephone number; and (ii) signify your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations. Once you have fully completed the Entry Form with all required information and have agreed to the Rules, follow the on-screen instructions to submit your completed Entry Form (the “**Entry**”). To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period. All eligible Entries submitted and received in accordance with these Rules during the Contest Period will be entered into the random prize draw.

At the time of entering the Contest, each participant will also have the opportunity to opt-in to receive promotional communications from the Sponsor. Note, opting-in to receive promotional communications from the Sponsor will not in any way whatsoever increase or otherwise impact the chances of winning in this Contest. A participant can opt-out of receiving promotional communications from the Sponsor at any time without impacting his/her chances of winning in this Contest.

5. ENTRY LIMIT AND CONDITIONS:

There is a limit of one (1) Entry per person and per email address. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Rules; (ii) use multiple names, multiple identities, multiple e-mail addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (iii) disrupt or participate in the Contest in any other fraudulent or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor, the Entry is not submitted and received in accordance with these Rules.

6. VERIFICATION:

All Entries, Entry Forms and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an entrant’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Form and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of the Contest will be the official time-keeping device(s) used by the Sponsor.

7. PARTICIPATION REQUIREMENTS:

BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTEST AND YOUR PARTICIPATION THEREIN AND TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM YOUR PARTICIPATION IN THE CONTEST. BY PARTICIPATING IN THIS CONTEST, YOU ALSO AGREE THAT YOUR ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF) AND ALL OTHER ASPECTS OF YOUR PARTICIPATION IN THIS CONTEST COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING WITHOUT LIMITATION, YOUR ENTRY FORM); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE.

By participating in the Contest, each entrant hereby warrants and represents that any Contest-related information he/she submits does not contain any reference to any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence; and will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.

8. PRIZES

There is a total of five (5) prizes (each, a “**Prize**”) available in the Contest. Each Prize consists of one (1) multi-drawer toolbox. The approximate retail value of each Prize is \$3,839.71 CAD.

Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor’s option. The Sponsor reserves the right to substitute any Prize in whole or in part in the event that all or any component of such Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award. All characteristics and features of each Prize, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion. Each Prize winner is solely responsible for all costs not expressly described herein. Manufacturer’s standard warranty, if any, applies to each Prize. Each Prize winner is solely responsible for reading and following all instructions, directions for use and warnings that are associated with each component of the Prize.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, a confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

9. ELIGIBLE WINNER SELECTION PROCESS:

On December 15, 2021 (the “**Selection Date**”) in Markham, Ontario at approximately 12:00 p.m. ET, the Sponsor will perform a random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period to select the Prize winners. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.

10. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact each potential winner via email and one (1) attempt via telephone, within three (3) business days of the Selection Date. If a potential winner cannot be contacted within such time, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential winner from among the remaining applicable eligible Entries submitted and received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

11. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each potential winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within two (2) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of a Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet, worldwide and in perpetuity.

If a potential winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) a Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential winner, as applicable, in accordance with the procedure outlined above, with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

12. GENERAL CONDITIONS:

All Entries and Entry Forms become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website or any other website or platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry Form and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Québec, to cancel, withdraw, amend or suspend the Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of the Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Québec, to cancel, amend or suspend the Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

The Sponsor reserves the right, subject only to the approval of the Régie in Québec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Entry and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

FOR RESIDENTS OF QUÉBEC ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor'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 the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, any Contest-related flyer, instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law. Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

The invalidity or unenforceability of any provision of these Rules 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 Rules 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 Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest 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 rules 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 Rules or relating to the Contest.

Mini-rules:

No purchase necessary. Open to age of majority residents of Canada. Starts September 1, 2021 at 12:00 a.m. ET and ends November 30, 2021 at 11:59 p.m. ET. Five (5) prizes available, each consisting of one (1) multi-drawer toolbox (ARV \$3,839.71 CAD each). Limit one (1) entry per person. Odds depend on number of eligible entries. Math skill-testing question required. Full rules and entry details at Kubota.ca/fall or Kubota.ca/automne.