

KUBOTA PBR TEAM SERIES CHAMPIONSHIP SWEEPSTAKES – Las Vegas 2023
Official Rules

- **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Kubota PBR World Final Sweepstakes – Las Vegas 2023 (“Sweepstakes”) is open only to natural persons who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia, and who are at least eighteen (18) years of age or older as of time/date of entry. Employees, officers and directors of Kubota Tractor Corporation (“Sponsor”), Realtime Media LLC (“Administrator”), Martin Williams, BBDO, and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively with Sponsor and Administrator, the “Sweepstakes Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a Prize (as defined below). For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you agree to these Official Rules and to the decisions of the Sponsor and Administrator, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.
2. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on or about 12:00:00 AM Central Time (“CT”) on May 10, 2023 and ends on or before 11:59:59 AM CT on September 22, 2023 (the “Sweepstakes Period”). The designated computer clock of the Sponsor is the official time-keeping device in the Sweepstakes.
3. **HOW TO ENTER THE SWEEPSTAKES:** There are two (2) method(s) of entry for this Sweepstakes, and you may enter as follows:
 - **Facebook Method of Entry:** To enter the Sweepstakes via the Facebook Method of Entry, entrant must: (i) log onto their Facebook account; (ii) find the Sweepstakes ad posted from Kubota Tractor Corporation; and (iii) click on the form and follow the instructions to enter the Sweepstakes and submit entry as required to receive one (1) entry into Sweepstakes. Entrant will need to have a valid Facebook account in order to enter Sweepstakes via this method of entry. Entrant can open a Facebook account for free by registering with www.facebook.com. **Entrant must not use more than one (1) Facebook account to enter Sweepstakes via this method of entry. If an entrant is suspected of using multiple Facebook accounts to enter Sweepstakes, any entries received by such means will be void. Entrants must accept and be in compliance with the Facebook Terms and Conditions and accept the**

Facebook Privacy Policy. Message and data rates may apply if entrant enters Sweepstakes via mobile device.

- **Online Method of Entry.** To enter the Sweepstakes via the Online Method of Entry, visit the Sweepstakes website at <https://www.KubotaPBRsweeps.com> ("Website"). The Website will contain a description of the Sweepstakes and the official entry form. Each entrant will be asked to submit an official entry form, which may include, among other things, his/her/their full name, address, email address and related entry information as prompted. Entrant must complete and submit the entry form with all required information for the entry to be eligible. Any entrant who deletes or requests deletion of the information such entrant provided on the official entry form prior to winner selection will be ineligible to win. Message and data rates may apply if entrant enters Sweepstakes via mobile device.

There is a limit of one (1) Sweepstakes entry per person, per email address, throughout the Sweepstakes Period, regardless of method of entry.

4. **SWEEPSTAKES DRAWING/PRIZE CLAIMING:** There will be two (2) winners selected in this Sweepstakes. The potential winners will be selected through a random drawing on or about September 25, 2023. Potential winners will be selected from the pool of all eligible entries received within the Sweepstakes Period and in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final.
5. **ODDS:** Odds of winning a Sweepstakes Prize depend on the total number of eligible entries received during the Sweepstakes Period.
6. **WINNER NOTIFICATION:** The potential Prize winners will be notified using the information provided during entry by any of email, telephone, or mail (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after the drawing. The Sweepstakes Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email, placing of a phone call, or two (2) days after mailing. A potential Prize winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance so use of a P.O. Box is discouraged. The Sweepstakes Parties are not responsible 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 or other account to receive messages.

Each potential winner will be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "Affidavit") and return the Affidavit within the time period specified at notification before being eligible to receive his or her Prize(s). If any potential Prize winner fails or refuses to sign and return such Affidavit within the time period required by Administrator or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Prize winner, such potential Prize winner may be disqualified and an alternate may be selected. The Affidavit must be completed, signed and returned to Administrator within three (3) days of date of issuance. Non-compliance shall result in disqualification and award of the Prize(s) to an alternate winner. Potential winner becomes a "winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that Prize and an alternate winner may be selected from among all remaining entries for that drawing. If, for any reason, more bona fide winners come forward seeking to claim Prizes in excess of the number of each type of Prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of Prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy

under such circumstances. The Sweepstakes Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

- 7. PRIZES/PRIZE RESTRICTIONS:** The winners will each receive a trip for the winner and one (1) guest of winner ("Guest"), to Las Vegas, Nevada ("Destination") to attend the Pro Bull Riding ("PBR") Team Series Championship ("Event"), on or about October 20-21, 2023, but subject to change in Sponsor's sole discretion. The trip will include: (i) round trip coach class air transportation on the airline of Sponsor's choice for winner and Guest which shall originate from an airport of Sponsor's choice near winner's primary residence in the United States to Destination, with an approximate retail value ("ARV") of \$1,560; (ii) two (2) nights hotel accommodations in Destination for winner and Guest, which will be one (1) standard room based on double occupancy (meals, telephone calls, mini-bar, tips, gratuities, and other incidentals and costs are not included), with an ARV of \$850; (iii) two (2) tickets to a VIP experience at the Event, including tickets to the Event, with an ARV of \$1,150; (iv) one (1) prize pack consisting of Kubota/PBR branded merchandise, with an ARV of \$100; and (v) one (1) \$500 pre-paid gift card, subject to the terms and conditions of the gift card, with an ARV of \$500 (collectively, the "Prize" or "Prizes"). The total ARV of each Prize per winner is Four Thousand One Hundred and Sixty Dollars (\$4,160). Prize consists of only the elements specifically listed as part of the Prize. Sponsor reserves the right to substitute ground transportation in lieu of air transportation in Sponsor's sole and absolute discretion and no compensation or substitution will be provided for the difference in Prize value. Winners and Guests must travel on the same itinerary.

The total ARV for all Prizes is Eight Thousand Three Hundred and Twenty Dollars (\$8,320) (USD). **Actual retail value of each Prize may vary depending on point of departure, travel dates and fare/rate fluctuations.** If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions and blackout dates may apply. Each winner of a Prize must travel as and when designated by Sponsor or such Prize may be forfeited and an alternate randomly selected winner chosen.

Each Prize winner and his or her Guest must travel together on the same itinerary and possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of each Prize winner and his or her Guest to provide proper documentation (including government issued picture identification). All aspects of the travel portions of each Prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The dates of departure and return for each Prize are subject to change at Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Travel must be booked at least two (2) weeks prior to travel and all travel for a given Prize must be completed prior to the date of the applicable Event. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in its sole and absolute discretion. The Prize winners will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. Each Prize is subject to seat and hotel availability, as well as Sponsor's terms and conditions generally applicable thereto. If in the judgment of Sponsor air travel is not required due to a winner's proximity to the applicable Prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to any such Prize winner.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any acts or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, Prize providers or any other persons providing any Prize-related services or accommodations. Sponsor is not liable for any missed Prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other Prize element except at the sole and absolute discretion of Sponsor. Additional Prize award details and travel information to be provided to each Prize winner at the time of such Prize

notification. Prize winners and Guests are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Any Prize winner may be required to provide a credit card at the time of hotel check-in. Guests of Prize winners must be at least at least eighteen (18) years of age or older as of the date of departure. Guests must execute liability/publicity releases prior to issuance of travel documents. Once a Guest is selected by a Prize winner and accepted by Sponsor, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein are not included as part of any Prize package and each Prize winner bears sole responsibility for all such expenses, including, but not limited to: hotel taxes, additional ground transportation at the Destination, travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of such Prize winner.

Address of Event will be provided by the Sponsor a reasonable time prior to the Event. Each winner is advised to arrive at least one (1) hour prior to Event start time. **No one will be admitted without a ticket.** If, for whatever reason, the Event associated with the Prize is cancelled after the Prize is awarded, Sponsor's liability for the Prize is limited only to the non-Event portions of the Prize. No compensation will be paid in lieu of the cancelled Event. The tickets to the Event are subject in all respect to the terms and conditions set forth on the tickets and any requirements of the facility hosting the Event. Seat locations (if applicable) will be determined by Sponsor. The winners and Guests are strictly prohibited from selling, auctioning, trading or otherwise transferring the tickets unless Sponsor consents in writing. In the event a Prize winner (and/or his or her Guest (if applicable)) engages in behavior that (as determined by Sponsor or any Prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the applicable Prize experience early. Decisions regarding the conduct of any winner and/or Guest (if applicable) in all aspects of their participation in the Event will be in the sole discretion of Sponsor, and any of Sponsor's representatives and final and binding in all respects. Winner(s) and Guest(s) may be removed or disqualified from participating in any aspect of the Prize for any reason at any time, including, without limitation, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, creating the potential for injury or property damages, or for any unhealthy, unsafe, unlawful, or inappropriate act. If a winner or Guest who, in the opinion of Sponsor or any of Sponsor's representatives, is considered a physical or mental threat to the well-being of any other individual, such winner and/or Guest may be removed from any premises relating to the Prize and winner (and/or Guest (if applicable)) consents to such removal.

Prize(s) are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and Prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with his or her Prize(s), Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. ALL PRIZE(S) ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive, regardless of whether they, in whole or in part, are used. The ARV of the Prize(s) is based on available information provided to Sponsor and the value of any Prize awarded to a winner may be reported for tax purposes as required by law. Any winner may be required to provide Sponsor with a valid social security number before the Prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of any winner

for the actual value of the Prize(s) received. Unclaimed Prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen Prize(s) or any Prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and the Sweepstakes Parties will have no further obligation with respect to that Prize or portion of that Prize. No more than the stated Prize(s) will be awarded. Limit of one (1) Prize per person, per household. Assuming compliance by selected winners with the terms and provisions of these Official Rules, each Prize will be (i) awarded within one (1) week of winner notification for such Prize and (ii) fulfilled approximately three (3) weeks after winner notification for such Prize.

- 8. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the Prize(s) to such winner. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties are not obligated to use the Advertising materials. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sweepstakes Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or any affected Prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
- 9. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be un-sportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN

ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the Prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

- 10. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the Prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to participants or to any other person's computer or other electronic device which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the Prizes from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.
- 11. RELEASES:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Meta, Instagram or Twitter or any affiliate of Meta, Instagram or Twitter (collectively, the "Platforms"). All participants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties, the Platforms and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the Prize awarded, including any travel associated with any Prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) participant's registration material on any related website, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize.
- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal 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 any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Texas, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Texas. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Texas. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.kubota.com/privacy/index.html>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that

provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

16. **WINNERS LIST:** To receive the list of winners of Prizes, send a #10 self-addressed, stamped envelope for receipt by November 22, 2023 to: Kubota PBR World Final Sweepstakes – Las Vegas 2023 Winners List Request, c/o Realttime Media, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428.
17. **SPONSOR:** Kubota Tractor Corporation. 1000 Kubota Drive, Grapevine, TX 76051. Reference to third parties in connection with Prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.
18. **ADMINISTRATOR:** Realttime Media LLC, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.