## CUB CADET® WHERE LAWNS COME TO LIFE #LAWNGOALS SWEEPSTAKES ("SWEEPSTAKES")

## **OFFICIAL RULES**

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY: Open only to legal residents of the 48 contiguous United States and the District of Columbia, who are at least 18 years of age and the age of majority in their state of residence at time of entry ("you" and/or "Entrant"). Employees, officers and directors of MTD Products Company ("Sponsor"), Votigo, Inc. and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials (collectively "Sweepstakes Parties"), and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. Cub Cadet® is a registered trademark of MTD Products Inc. used with permission by MTD Products Company. All federal, state and local laws and regulations apply. Void where prohibited by law. Entrants must have a valid email address, which may be used to verify potential winners. You are not authorized to participate in the Sweepstakes if you are not located within the 48 contiguous United States or the District of Columbia. All federal, state and local laws and regulations apply.
- **2. SWEEPSTAKES ENTRY START/END DATES**. Sweepstakes begins at 10:00:01 AM (ET) on March 28, 2017 and ends at 5:59:59 PM (ET) on May 15, 2017 ("Sweepstakes Period").
- **3. THREE WAYS TO ENTER**: During the Sweepstakes Period, take a photo that highlights your yard after the work you put in to get it ready for the spring and summer seasons (a "#LawnGoals Photo" or "Photo") and upload the Photo via one of the following methods:
  - TWITTER: Log onto your Twitter account and publicly tweet your "#LawnGoals Photo" with the 2 (two) hashtags #LawnGoals and #Sweepstakes to be entered into the Sweepstakes. Your tweet must include the hashtags #LawnGoals and #Sweepstakes to be entered into the Sweepstakes. You must be an active holder of a non-private Twitter account to be eligible to enter this Sweepstakes via Twitter (i.e., you must make sure your tweets are set to "public" and not "private"). Entrys removed, hidden or deleted from public viewing prior to date of winner verification will be disqualified. You must have a Twitter account to enter via this method. If you do not have a Twitter account, you can create one by visiting www.twitter.com. Twitter accounts are free.
  - INSTAGRAM: Access your Instagram account via the Instagram application on your mobile device and publicly Instagram your "#LawnGoals Photo" using the 2 (two) hashtags #LawnGoals and #Sweepstakes to be entered into the Sweepstakes. Your post must include the hashtags #LawnGoals and #Sweepstakes to be entered into the Sweepstakes. You must make sure the "Photos Are Private" option in the account settings on your Instagram account are set to "OFF". Entrys removed, hidden or deleted from public viewing prior to date of winner verification will be disqualified. You must have an Instagram app and account to enter via this method. If you do not have the Instagram app, you may download it through the application store on your device. The Instagram app is free.
  - SPONSOR'S SITE: Go to Sponsor's website located at http://bit.ly/2lXIOvx ("Sponsor's Site") and click "upload photo." You will then be directed to complete the registration form (by including your first and last name, email address, age, sex, city and state) and to upload your "#LawnGoals Photo" with a short description about how you brought your lawn to life this spring via the text box. You must have a valid email address to enter via this method.

All entry information, captions, Photos, tweets and posts shall be collectively referred to herein as the "Entries" or each as an "Entry".

Limit one (1) Entry per person, per calendar day of the Sweepstakes Period, regardless of method of entry. While Entrants can enter once per day throughout the Sweepstakes Period, each Photo submitted by that Entrant must be different, as determined by Sponsor in its sole and absolute discretion. For clarity, Entrants are not permitted to submit the same Photo more than once during the Sweepstakes Period. An Entrant can use only one Twitter, one Instagram, and one email account to enter. Entries will not be judged but must comply with the Entry Requirements below in Rule #4. Any additional content included with Photo will be considered part of the Entry and must also comply with the Entry Requirements. All terms and conditions of Twitter.com and Instagram.com apply. Multiple Entrants are not permitted to share the Twitter or Instagram account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Twitter, Instagram or email accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Twitter, Instagram or email account, the authorized account holder of the email address used to register on the platform or for the account will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

If you choose to enter via Twitter or Instagram using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of Entry will not be deemed to be proof of receipt by Sponsor. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor and administrator, which will be final and binding in all matters relating to the Sweepstakes.

Entry Requirements: Photos must be in one of the following formats: .jpg, .png, .bmp, or .gif file and be 4. under 20MB. All Entries must be in English and must comply with these Official Rules and the registration instructions, as determined in Sponsor's sole discretion, to be eligible. All Entries must be the sole, original work of the Entrant. Entrants may not copy or otherwise plagiarize any portion of the Entry from any other source. Entries must not have been published previously or have been submitted in any other competition. The Entrant must own all rights in and to the Entry. Entries must be in keeping with Sponsor's image, or desired image, or they will be disqualified. Entries must comply with regulatory Requirements. The Entry may not contain obscene, profane, lewd, defamatory or inappropriate images or text; and may not include nudity, acts of violence, acts that appear to cause injury or harm, or acts that are illegal or dangerous, as determined in Sponsor's sole discretion. Entries may not contain any third party materials, including music and may not contain any materials that violate or infringe (or may be at risk of infringing) any third party rights, including without limitation copyright (INCLUDING MUSIC), trademark rights, privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights. Entries must not contain logos (other than Cub Cadet®), marks that identify a brand (other than Cub Cadet®), or other personal or proprietary materials of any entity or person living or deceased. Entries must not display any unacceptable clothing or adornments, or identifiable commercial/corporate advertising from Sponsor's competitors (including but not limited to corporate logos, brand names and slogans). Entries must not include threats to any person, place, business, or group; it must not invade privacy or other rights of any person, firm, entity, and it must not in any way violate applicable federal, state, or local laws and regulations. Entries must not refer, depict or in any way reflect negatively upon the Sponsor, the Sweepstakes or any other person or entity and must be suitable for presentation in a public forum. If entry contains any identifiable person(s) other than the Entrant, by entering this Sweepstakes, Entrant attests that he/she has received permission from other person(s) depicted in the photo for Sponsor to use their likenesses for publicity including, but not limited to, posting on website and must make written copies of such permissions available to the Sponsor upon request.

Persons under the age of 18 may not appear in a photo Entry. Entrant must receive prior written permission from the photographer of the photo if the photo Entry was taken by someone other than the Entrant him/herself. Entrant must make written copies of such permissions available to the Sponsor upon request. Sponsor may, in its sole discretion, post selected Entries/Entrys online, which will have no bearing on eligibility or winner determination. Sponsor may remove Entries/Entrys at any time for any reason. Sponsor has the sole discretion to determine whether an Entry is eligible. Twitter entries must comply with Twitter Rules and Twitter Terms of Service. Instagram entries must comply with Instagram Terms and Policies. Any Entry that violates these rules or is otherwise objectionable (as determined solely by Sponsor), will not be considered and will be disqualified. Automated, script, macro or robotic Entries will be disqualified.

By entering, (1) Entrant certifies that the Entry he/she submitted is his/her own original work and he/she holds all rights to the Entry (including the Photo), that the Entry has not won a previous prize or award and that he/she has followed and complied with the Official Rules of the Sweepstakes; and (2) Entrant hereby grants Sponsor the right to: (a) use Entrant's name, Instagram handle, Twitter handle and/or likenesses, and reproduce/distribute all Entrys (including the Photo), in any and all media throughout the world in perpetuity, (b) alter, amend, edit or change Entrys (including Photos) prior to distribution and (c) use, distribute, reproduce, alter, amend and copyright entries/photo Entrys for purposes of advertising and trade, without further compensation, unless prohibited by law.

**Sponsor's Limited License:** Sponsor grants eligible Entrants a limited, revocable, non-sublicensable license to use the Cub Cadet brand name, logos and/or trademarks (collectively, "Sponsor IP") in connection with the Promotion for the sole purpose of creating and submitting the Entry for review and assessment in this Promotion. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, Entrants recognize that all right, title, and interest in Sponsor's IP as well as all derivative works created using Sponsor's IP shall vest exclusively to the Sponsor, and Entrant agrees that he/she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to Entrant in these Official Rules is transferred or created.

Each Entrant acknowledges that other Entrants may have used ideas and/or concepts in their Entry that may be similar in idea or concept to what is included in Entrant's Entry. Each Entrant understands and agrees that he/she shall not have any claim against any other Entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

- 5. RANDOM DRAWING: One (1) winner will be randomly selected on or about May 20, 2017 from among all eligible Entries received by Votigo, Inc., an independent organization whose decisions are final. Odds of winning will depend upon the number of eligible entries received. Under no circumstances will more than one (1) prize be awarded. Potential winner will be notified on or about May 25, 2017 in the following manner:
  - If a Twitter Entrant is the potential winner, he/she will be notified by a tweet, retweet or reply to potential winner's Entry and/or a Twitter direct message. If potential winner is not a follower of @CubCadet\_USA on Twitter, he/she may be contacted by @CubCadet\_USA via a tweet and requested to follow @CubCadet\_USA so he/she may be contacted via Direct Message for verification.
  - If an Instagram Entrant is the potential winner, he/she will be notified by a direct message and/or by Sponsor posting a comment to the potential winner's Entry on his/her Instagram account.

• If a Sponsor's Site Entrant is the potential winner, the potential winner will be notified via email by Sponsor to the email address provided at entry.

Potential winner will be required to email Sponsor or Sponsor's representative with his or her required contact information (e.g., full name, mailing address, email address, etc.) within five (5) calendar days (including weekends and postal holidays) of notification being sent by Sponsor in order to claim his or her prize. **AVAILABLE PRIZE & APPROX. RETAIL VALUE**: Prize consists of: two (2) roundtrip coach flights (ARV \$1,500), one (1) Cub Cadet RZT L 42 KH Lap Bar Zero-Turn Rider (ARV \$2,399.99), hotel accommodations for two (2) chosen by the sponsor (ARV \$400) and two (2) tickets to attend an NHRA event of Sponsor's choice (ARV \$300). Aggregate prize ARV is \$4,599.99, but actual value may vary depending on air flight fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

Flight and hotel accommodations consist of a two (2) day/two (2) night trip for two (2) persons to Bristol, Tennessee to attend an NHRA race and participate in a Cub Cadet event. Trip includes round-trip coach airfare from major gateway airport nearest Winner's residence and single occupancy hotel accommodations as selected by Sponsor in its sole discretion and tickets to the NHRA race. Taxes, meals, gratuities, travel upgrades, or any other expenses not specifically listed herein are the responsibility of Winner. Travel and accommodations subject to availability; certain restrictions and blackout dates may apply. Winner must travel between June 16-18, 2017, or prize will be forfeited. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winner will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages. If in the judgment of Sponsor, air travel is not required due to Winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

- **6.** Sponsor assumes no responsibility for undeliverable notification resulting from any form of active or passive filtering by Twitter/Instagram/Internet service provider/e-mail client or for insufficient space in user's account to receive notification. Return of any notification as undeliverable will result in disqualification of potential winner and an alternate potential winner will be selected, time permitting. Potential winner will then be required to complete and return required documents as detailed in Rule #6 and #7.
- 7. No prize substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Sweepstakes winnings will be reported to the Internal Revenue Service and winner can expect to receive a 1099 tax form for prizes which total more than \$600 for the year. All taxes and unspecified expenses are the responsibility of winner. Limit one prize per household.
- 8. GENERAL RULES: Potential winner will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form, including W9 form and, if legally permissible, a Publicity Release within 5 calendar days of attempted delivery of same. Noncompliance within this time period or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate winner may be selected, time permitting. If a potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting). Upon prize forfeiture, no compensation will be given. All applicable federal, state and local taxes on prize and any expenses relating to the acceptance/use of prize not specified herein are the sole responsibility of winner. In no event will more than the stated number of prizes be awarded. BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, OTHER SWEEPSTAKES PARTIES, TWITTER, INSTAGRAM AND THEIR

ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names, Twitter handles, Instagram handles, and/or likenesses for purposes of advertising and trade throughout the world in perpetuity, without further compensation, including a winners list, unless prohibited by law. By submitting an entry, Entrant constitutes permission for the Sponsor and its agencies to use his or her name, Twitter handle, Instagram handle, and/or likenesses for purposes of advertising and trade throughout the world in perpetuity, without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

9. ADDITIONAL TERMS: Any attempted form of entry other than as set forth above is prohibited: no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES: IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE SWEEPSTAKES AND/OR THE SWEEPSTAKES ITSELF AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. 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.
- 11. **DISPUTES; CHOICE OF LAW AND VENUE:** These Official Rules shall be governed by and construed in accordance with the laws of the United States of America and the State of Ohio, as applicable herein, without reference to its conflicts of laws principles. Any and all disputes, claims, and causes of action with the Sponsor arising out of or in connection with this Promotion, shall be resolved individually, and exclusively by arbitration, properly and exclusively in the Court of Common Pleas, Cuyahoga County, Ohio, or the United States District Court, Northern District of Ohio, and the parties expressly waive any and all rights which they may have, or which may hereafter arise, to contest the propriety of such choice of jurisdiction and venue, or to invoke the doctrine of forum non conveniens. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion, but in no event attorneys' fees. You hereby waive all rights to: (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses; and (ii) to have damages multiplied or otherwise increased. The parties recognize that the provisions of this paragraph are a material factor in their decision to enter into this Sweepstakes.
- 12. **USE OF DATA:** Sponsor will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy at http://bit.ly/2mGYaVm. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
- 13. **WINNERS LIST:** To receive the winners list by email, send an email to <u>caitlin.strauss@ketchum.com</u> with "#LawnGoals Winners List Request" as the subject line, or by mail, send a self-addressed, stamped envelope to Ketchum Inc. c/o Caitlin Strauss Ketchum 200 E. Randolph St. 36<sup>th</sup> Floor Chicago, IL 60601. Requests must be received by May 25, 2017. Winner list will be sent after winner has been verified.

SPONSOR: MTD PRODUCTS COMPANY 5965 Grafton Rd, Valley City, OH 44280

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