INTERNAL USE ONLY

US Sweepstakes & Fulfillment Company

The AGCO Corporation Sowing Good Deeds Contest (2023)

OFFICIAL RULES

FINAL: 5/22/23

THE AGCO CORPORATION "SOWING GOOD DEEDS" CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

All applicable federal, state and local laws and regulations apply. By participating in the AGCO Corporation "Sowing Good Deeds" Contest (the "Contest"), you and your Professional Rodeo Cowboy Association ("PRCA") Rodeo Committee agrees to abide by these Official Rules. The Contest Entry Period begins on Thursday, June 1, 2023 and ends on Saturday, September 30, 2023.

PROMOTION DESCRIPTION: As part of AGCO Corporation's support of the PRCA and in recognition that PRCA-sanctioned rodeos contribute significantly to local, regional and national charities and organizations, AGCO Corporation (the "Sponsor") invites local PRCA rodeo committees to participate in the initiative by nominating their local PRCA Rodeo for the "Sowing Good Deeds" program sponsored by AGCO Corporation. Each Contest Entry must clearly reflect the judging criteria, as defined below. The Contest will include a round of judging to determine one (1) Grand Prize winner, as further described herein.

By participating in the Contest, each participating PRCA Rodeo Committee (each, an "Entrant") unconditionally accepts and agrees to comply with, and abide by, these Official Rules and the decisions of the Sponsor and US Sweepstakes & Fulfillment Co. (the "Administrator"), which shall be final and binding in all respects.

ELIGIBILITY: Each Entrant must be a PRCA Rodeo Committee in good standing that is located in the 48 contiguous United States or the District of Columbia (D.C.). Contest Entries must be submitted by a member of the PRCA Rodeo Committee who is 18 or older and the age of majority in his/her state of residence (19 or older in Alabama and Nebraska; 21 or older in Mississippi). No PRCA sanctioned rodeos currently exist in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, and these locations are VOID, as are any PRCA-sanctioned rodeos held outside the U.S., and wherever else prohibited by law. Employees of the Sponsor, Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to participate. The Contest is subject to all applicable federal, state and local laws and regulations.

TIMING: The Contest Entry Period begins at 12:00:01 AM Eastern Time ("ET") on Thursday, June 1, 2023 and ends at 11:59:59 PM ET on Saturday, September 30, 2023 (the "Contest Entry Period"). Following the Contest Entry Period, the Judging Period will begin on October 2, 2023 and end on or about October 13, 2023. The Sponsor's computer is the official timekeeping device for this Contest.

Period	Start Time	End Time
Contest Entry Period	June 1, 2023 @ 12:00:01 AM ET	September 30, 2023 @ 11:59:59 PM ET
Judging Period	October 2, 2023	October 13, 2023

PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): One (1) Grand Prize Winner will receive a Grand Prize package including:

- One (1) Massey Ferguson Tractor with loader (ARV: \$60,000);
- Rodeo, digital and social promotion, the quantity and content of which will be at Sponsor's sole discretion, via PRCA, Wrangler Network and Hesston and Massey Ferguson channels; and
- The winning PRCA Rodeo Committee will choose one (1) representative ("Committee Representative") and his/her guest ("Guest") to receive a travel package to Las Vegas, Nevada to attend the 2023 PRCA Awards Banquet scheduled to take place on December 6, 2023 (the "Travel Package"). The Travel Package consists of the following:
 - Round-trip, coach-class air-transportation for two (2) people, the Committee Representative and Guest, to Las Vegas, Nevada from a major airport within the 48 contiguous US nearest the winner's residence as determined by Sponsor;
 - Three (3) days and two (2) nights hotel accommodations as determined by Sponsor; and
 - Round-trip transfers to/from destination airport and hotel.
 - The ARV of the Travel Package: \$2,500.

The maximum total ARV of the Grand Prize is \$62,500. The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded. <u>Grand Prize winner and Guest must travel on December 5, 2023 and return on December 7, 2023</u>. Dates are subject to change in Sponsor's sole discretion..

THE CONTEST ENTRY PERIOD & HOW TO ENTER: The Contest Entry Period begins at 12:00:01 AM ET on Thursday, June 1, 2023 and ends at 11:59:59 PM ET on Saturday, September 30, 2023. During the Contest Entry Period, submit your Contest Entry by visiting

https://www.masseyferguson.com/en_us/sowinggooddeeds/ (the "Contest Website"), follow all instructions to complete the contest entry form, including, but not limited to, your PRCA Rodeo Committee's city and name, the name and contact information for the Committee Representative submitting the Entry, provide three (3) essays to tell your PRCA Rodeo Committee's story (each, an "Essay") using the Essay themes as described below, and submit (the "Entry"). The Entrant shall use the following themes for the Essay(s):

A. Community Impact

Explain how your rodeo committee is committed to community involvement. What impact has the group made on the community? Include volunteer efforts, community initiatives and/or other community projects.

B. Innovation

Explain how your rodeo committee exemplifies the spirit of entrepreneurialism within the non-profit sector. How have you initiated change within your community and what were the results of those initiatives?

C. Adversity

Explain any significant challenges your rodeo committee has faced. How was the group able to respond and rebound in order to build a stronger, more sustainable organization?

Multiple Entrants are not permitted to share the same email address. Incomplete Entries will not be accepted and are void.

All Entries must be received between Thursday, June 1, 2023 at 12:00:01 AM ET and Saturday, September 30, 2023 at 11:59:59 PM ET. There is a limit of one (1) Entry per Rodeo Committee.

Once an Entry is submitted it cannot be modified by an Entrant. Sponsor is not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted.

Entrants are subject to all notices posted online, including but not limited to the Sponsor's Privacy Policy, which can be found at http://www.agcocorp.com/privacy.html.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, nonexclusive worldwide license to use the PRCA Rodeo Committee Entry, Essays, Photos, Videos, event name, event logo, hometown and individual committee members or group committee likenesses on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry.

By submitting an Entry, Entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant owns all rights to the Entry, including without limitation, copyrights; and (c) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

ENTRIES POSTED TO THE PROMOTION WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

ENTRY REQUIREMENTS & CONDITIONS: All Entries must comply with the following minimum guidelines to be eligible:

- Entry and Essay cannot contain content that is irrelevant to the purpose of the Contest.
- Once an Entry and Essay has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Essay must be original.
- Entry and Essay cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry and Essay cannot promote alcohol, illegal drugs or tobacco.

- Entry and Essay cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry and Essay cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethic, racial, gender, religious, professional or age group.
- Entry and Essay cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Entry and Essay cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Entry and Essay cannot depict illegal activity and cannot itself be in violation of any law.
- Essay cannot have been submitted previously in a promotion of any kind or won any previous awards.

Entries made by any other individual or entity that is not the person/entity named on the submitted Entry or made in any manner inconsistent with these Official Rules will be declared invalid and disqualified from this Contest.

JUDGING: The Judging Period will begin on Monday, October 2, 2023 and be completed on or about Friday, October 13, 2023. All eligible Entries received during the Contest Entry Period will be judged by a committee chosen by the PRCA and Sponsor, who shall use the criteria set forth below:

- A. Community Impact (40%) A rodeo committee that is measurably improving the community through volunteer efforts, community-focused initiatives, projects and other methods.
- B. Innovation (30%) A rodeo committee that exemplifies the spirit of entrepreneurialism within the non-profit sector. A committee that has identified opportunities or unmet needs and, as a result, has initiated changes or developed innovative solutions.
- C. Adversity (30%) A rodeo committee that faced significant challenges and was able to respond and rebound in order to build a stronger, more sustainable organization.

The Entry that receives the highest total score based on the judging criteria set forth above, in the sole decision of the judging committee, will be deemed the potential Grand Prize winner. In the event of a tie, the tied Entry with the highest score in Criterion A, Community Impact, will be deemed the potential winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the potential winner from among the tied entries, the highest scores in each of Criteria B through C, in sequence (to the extent needed) will determine the potential winner. In the event additional tiebreakers are needed, all tied Entries will be judged by a separate panel of judges using the judging criteria above, and that decision shall be final and binding.

WINNER NOTIFICATION: The potential Grand Prize Winner's Committee Representative will be notified by the Administrator by email or phone on/around **Monday**, **October 16**, **2023** and will be required to sign and return an Affidavit of Eligibility & Publicity/Liability Release (the "Releases") and a W-9 Form within three (3) days of notification. Grand Prize Winner Committee Representative named on the Entry may designate another member of the Grand Prize Winner PRCA Committee to attend the Grand Prize trip in their place and such designee will be required to sign a Travel Liability & Publicity Release. Guest of winner or designee will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and the Entry that received the next highest judging score will be deemed the potential Grand Prize Winner and will notified.

Only the Grand Prize winner will be notified by the Administrator and/or Sponsor. Non-winning Entrants and finalists will NOT be notified but finalists may be announced prior to the PRCA Awards.

PRIZE CONDITIONS: If any notification or prize is returned as undeliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules that Entrant will be disqualified.

Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if Massey Ferguson Tractor is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. Sponsor is not the provider of 2023 PRCA Awards Banquet ("Event"), which is managed or controlled by the Professional Rodeo Cowboys Association ("Event Sponsor"), an independent third party, and Sponsor has no power to manage or control the operations of Event Sponsor or any third party provider. Sponsor makes no guarantees or warranties about Event admission or the Event itself. The Event Sponsor and its agents or representatives shall not be treated as Sponsor's agents for any purpose, and Sponsor is not responsible for the action or inaction of Event Sponsor, nor is Sponsor liable for any loss or penalties incurred if Event Sponsor is sold, ceases to exist, becomes inoperative; if the Event is delayed, postponed, cancelled or changed for any reason; for acts of nature; or for amenities, services and/or facilities not being available due to renovations, strikes, bankruptcy and/or acts of nature. Event admission passes are not redeemable for cash and will not be replaced if lost or stolen. Event admission passes are not transferable once assigned. Event admission passes are issued subject to terms and conditions of Event Sponsor. In the case of mechanical difficulties, acts of God, equipment unavailability, celebrity illness or the like, Sponsor reserves the right to work with the Event Sponsor to make a reasonable substitution. If substitution is not possible, Sponsor and/or the Event Sponsor reserve the right to cancel on short notice. If an Event is delayed, postponed, cancelled or changed by Sponsor, the Event Sponsor, a third party, or for any reason, you will be notified as soon as possible. If it is not possible to substitute with an alternative date, Sponsor and/or the Event Sponsor may cancel and the Event portion of the Grand Prize will not be awarded. Notwithstanding anything to the contrary in these Terms and Conditions or otherwise, Sponsor will not offer cash substitution or refunds or be liable in any way for expenses that you incur related to Event or prize that has been cancelled by the Event Sponsor, except in its sole and absolute discretion

All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, luggage fees, food & beverage and personal expenses such as telephone/Internet charges, and gift shop purchases are the sole responsibility of prize winner. Winner's Committee Representative and his/her Guest must travel on same itinerary. Winner's Committee Representative and Guest must have valid photo ID and any other required documentation prior to departure. Trip component of Grand Prize must be used on dates specified by the Sponsor or the trip component portion of the Grand Prize will be forfeited. Dates are subject to change.

Winner's Committee Representative and Guest must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect, which may include providing proof that Winner's Committee Representative and Guest have been fully vaccinated against COVID-19. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof.

Sponsor will, in its sole discretion, determine which airport is closest to the Winner's Committee Representative's home. In the event the Winner's Committee Representative's residence is close enough to Las Vegas, Nevada, such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Grand Prize will not include air transportation and no other substitution or compensation will be provided in lieu thereof. The Winner's Committee Representative is responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Committee Representative elects to travel or partake in the Grand Prize with Guest, no additional compensation will be awarded. All hotel reservations are based on availability. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for winner to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner or Committee Representative other than to supply the remaining elements of the prize package minus the unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act 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 expenses incurred as a consequence of flight cancellation/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. If for any reason whatsoever, the Grand Prize Winner's Committee Representative is unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. Grand Prize Winner's Committee Representative is responsible for obtaining the proper travel documentation (e.g., valid photo ID, passport) prior to travel. Guest must be legal U.S. resident, 18 years or older and the age of majority in his/her state of residence and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above.

In the event the Grand Prize Winner's Committee Representative or Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Committee Representative and/or Guest home with no further obligation. In the event the Committee Representative or Guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Committee Representative or Guest as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S AND COMMITTEEE REPRESENTATIVES ACCEPTANCE OR USE OF THE PRIZE.

<u>Grand Prize winner is responsible for all federal, state, local and income taxes associated with winning prize.</u> Grand Prize winner will be required to furnish his/her Rodeo Committee's Federal Tax Identification Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use the PRCA Rodeo Committee Entry, Photos, Videos, event name, event logo, hometown and individual committee members or group committee likenesses and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

By accepting a prize, you further agree to release the Sponsor, Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each (the "Released Parties") from any and all liability, loss or damage of any kind arising out of or in connection with your participation in this Contest or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

Prizes are awarded "as is" with no warranty or guarantee either express or implied by Sponsor. Winner acknowledges that the Sponsor and all other businesses affiliated with this Contest and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty* (if any). *TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2,000) HOURS WHICHEVER COMES FIRST.

In addition to standard warranty, the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine, transmission, drive axle casting, and/or components enclosed within these castings for an additional (12) month period provided the tractor has not been used for more than 2000 hours, whichever comes first.

GENERAL: Participating Entrants and their assigned Committee Representatives agree to these Official Rules and the decisions of the Administrator and the Sponsor, and release and hold the Released Parties from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of the prize offered. Entrants and their assigned Committee Representatives waive all rights to claim punitive, incidental and consequential damages. Entrants, Winners and Committee Representatives assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Contest, acceptance, procession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of any prize.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Contest and any promotion it sponsors and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL

UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE. AS APPLICABLE. FURTHER. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES: LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS, COMMITTEE REPRESENTATIVES AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

No confidential relationship is established by any Entrant or Committee Representative and the Sponsor as a result of participating in the Contest. None of the information submitted by the Entrant or Committee Representative will be treated as trade secrets, confidential information or as protected data.

Although subsequent attempts to submit an Entry may be received, only the first complete Entry received from a particular Entrant will be eligible; subsequent attempts by the same Entrant to enter, including entries submitted with an alternate email address or identity will be disgualified. In the event of a dispute over the identity of an Entrant or Committee Representative, submission will be deemed submitted by the "Authorized Account Holder" of the email address submitted by the Entrant from which the entry is submitted. Authorized Account Holder means the natural person to whom the email address is registered. Any Entrant or Committee Representative may be required to show proof of being the authorized account holder to Sponsor's satisfaction. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive submission information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's, Committee Representative's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disgualification from the Contest.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND

FINAL_Official Rules_AGCO_Sowing Good Deeds 2023_AGC23-102_V2_5 22 23

SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

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 Contest will be governed by and construed in accordance with the internal laws of the State of Georgia, 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 CONTEST, 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 CONTEST, 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.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Gwinnett County, Georgia 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 Contest 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 Duluth, Georgia. 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 Duluth, Georgia. 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.

PRIVACY: As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at http://www.agcocorp.com/privacy.html.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, send a self-addressed, stamped envelope by October 16, 2023, to: **The Sowing Good Deeds Contest** <u>Official Rules Request</u>, PO Box 654, Social Circle, GA 30025-776.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after December 7, 2023), send a stamped, self-addressed envelope (no later than January 7, 2024), to: **The Sowing Good Deeds Contest** <u>Winner Confirmation Request</u>, PO Box 654, Social Circle, GA 30025-776.

SPONSOR: AGCO Corporation, 4205 River Green Parkway, Duluth, GA 30096.

Void in Alaska, Hawaii, Puerto Rico, outside the U.S. and wherever else prohibited by law.

Hesston and Massey Ferguson are registered trademarks of AGCO. © AGCO Corporation 2023