

## THE 2023 AGCO OPERATOR OF THE YEAR 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 PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

By participating in The AGCO Operator of the Year Contest (the “Promotion”), you unconditionally accept and agree to comply with, and abide by these Official Rules (“Official Rules”), and the decisions of AGCO Corporation and AGCO Canada Limited (collectively, the “Sponsors”) and US Sweepstakes & Fulfillment Co. (the “Administrator”), which shall be final and binding in all respects. All applicable federal, state, provincial and local laws and regulations apply.

The intent of the Promotion is to invite owners and employees of U.S. and/or Canadian retailers that provide agricultural chemical application services (each, a “Nominator”) to nominate a person who is a custom applicator of agricultural chemicals or an ag-retailer operator that has the primary job of operating application equipment they believe should be considered for Operator of the Year (each, a “Candidate” or “Nominee”). The Contest will include one (1) round of judging to determine three (3) Finalists and a second round of judging to determine (1) Grand Prize winner, all as further described within.

### **PROMOTION ELIGIBILITY:**

Nominators: Each Nominator must be (i) an owner or current employee of a retailer that provides agricultural chemical application services within the U.S. and/or Canada, that (ii) resides within the 50 United States, including the District of Columbia, or Canada, excluding Quebec, and (iii) must be at least 18 years of age and has reached the age of majority in his/her state or province of residence (19+ in Alabama, British Columbia, Nebraska, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut and Yukon Territory; 21+ in Mississippi), as of August 1, 2023.

Candidates/Nominees: Each Candidate must be (i) a custom applicator of agricultural chemicals or an ag-retailer operator that has the primary job of operating application equipment, (ii) a legal resident of the 50 United States, including the District of Columbia, or Canada, excluding Quebec, and (iii) at least 18 years of age and has reached the age of majority in his/her state or province of residence (19+ in Alabama, British Columbia, Nebraska, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut and Yukon Territory; 21+ in Mississippi), as of August 1, 2023.

**The Promotion is void in Quebec, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S. and Canada, and wherever else prohibited by law.**

The Sponsors shall have the right to verify the accuracy of all information submitted and also reserve the right to disqualify any Nominator or Candidate who fails to comply with the Official Rules. Employees, officers, and directors of Sponsors or Administrator, and their respective parent companies, affiliates and subsidiaries, or their respective agencies, representatives, licensees, successors, and assigns (collectively, “Promotion Entities”), and members of their immediate families (spouses, parents, children, and siblings

and their spouses) and those living in the same household of such persons, are not eligible to be a Nominator or a Candidate.

**TIMING:** The Promotion consists of four (4) periods: (a) Nomination Period, (b) First-Round Judging & Finalist Determination Period, (c) Finalist Confirmation Period, and (d) Judging & Grand Prize Winner Determination Period, as defined in the chart below. The Sponsors’ computer is the official timekeeping device for this Promotion.

Periods	Start Time	End Time
<b>Nomination Period</b>	Tuesday, August 1, 2023 at 12:00:01 AM Eastern Time (“ET”)	Sunday, October 1, 2023 at 11:59:59 PM ET
<b>First-Round Judging &amp; Finalist Determination Period (on or about)</b>	Monday, October 2, 2023	Friday, October 20, 2023
<b>Finalist Confirmation Period (on or about)</b>	Monday, October 23, 2023	Friday, November 3, 2023
<b>Second-Round Judging &amp; Grand Prize Winner Determination Period</b>	Tuesday, November 28, 2023	Thursday, November 30, 2023

**THE NOMINATION PERIOD & HOW TO SUBMIT A NOMINATION:** The Nomination Period begins at 12:00:01 AM ET on Tuesday, August 1, 2023 and ends at 11:59:59 PM ET on Sunday, October 1, 2023 (the “Nomination Period”).

To nominate a Candidate, Nominator must complete an official online nomination form (“Nomination Form”), available at [agcoaward.com](https://www.agcoaward.com) (the “Website”), with all information requested and submit (each, a “Nomination”). By nominating a Candidate, Nominator represents that Nominator has obtained the express consent of the Candidate to the disclosure of the latter’s personal information, including, but not limited to, the Candidate’s full name, email address, and phone number, to the Sponsors for the purposes of administration of this Promotion. Once a Nomination is submitted, it cannot be modified.

Sponsors assume no responsibility for late, lost, misdirected, damaged, illegible or incomplete Nominations. To be eligible, all Nominations must be on the official Nomination Form, completed in entirety and submitted via the Website during the Nomination Period. All Nominations become the property of the Sponsors and will not be returned. The Sponsors will review all submitted Nominations and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Nomination that violates these Official Rules or are not in the spirit of the Promotion without any notification or warning.

**There is no limit to the number of Nominations a Nominator may submit, however, a Nominator may only submit one (1) nomination for any one Candidate. A Nominator may not submit a Nomination for himself/herself.**

Nominators are subject to all notices posted online, including but not limited to the Sponsors’ Privacy Policy, which can be found at <https://www.agcocorp.com/privacy/>.

By submitting a Nomination, the Nominator understands and grants to the Sponsors an irrevocable, perpetual, non-exclusive worldwide license to use his/her name, Nomination Form, hometown and likeness on the Sponsors' various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification.

**FIRST-ROUND JUDGING & FINALIST DETERMINATION:** The First-Round Judging & Finalist Determination Period will begin on or about Monday, October 2, 2023 and be completed on or about Friday, October 20, 2023. All Nomination Forms for eligible Candidates received during the Nomination Period, will be judged by a panel of judges (the "Judges") appointed by the Sponsors, at Sponsors' sole discretion, based upon the following equally weighted judging criteria to determine three (3) Contest Finalists (each, a "Finalist").

- A. Service quality and consistency over time in application
- B. Organizational and customer impact—teamwork, mentoring, training and leadership
- C. Service to the local community

The three (3) Candidates that receive the highest total scores based on the judging criteria will each be deemed a potential finalist. In the event of a tie, the tied Candidate with the highest score in Criteria C "Service to the local community", will be deemed the potential finalist. If additional tie-breakers are needed, the tie-breaking mechanism above will be used, however, instead of the highest score in Criteria C determining the potential finalist from among tied entries, the highest scores in each of Criteria B through Criteria A (to the extent needed) will be used to determine the potential finalist. If an additional tie breaker is needed, the tied Candidates will be re-judged by a new panel of Judges, and such process shall be repeated until such tie is broken. All decisions made by Sponsors and Judges will be final.

**FINALIST PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):** There are three (3) Finalist Prizes available to be won. Three (3) Finalists will each receive a trip for two (2) people, winner and one (1) guest, to Orlando, Florida to attend the 2023 Agricultural Retailers Association Conference & Expo ("ARA Conference") on Tuesday, November 28, 2023 to Thursday, November 30, 2023. Finalist prize package includes:

- Round-trip, coach-class airfare for Finalist and one (1) guest ("Guest") to Orlando, Florida from a major airport nearest the Finalist's residence as determined by Sponsors;
- Three (3) nights hotel accommodations at a hotel of Sponsors' choice based on single-room/double-occupancy; and
- Two (2) registration passes to the 2023 ARA Conference in Orlando, Florida.

**The total ARV of each Finalist Prize is \$5,000 USD.** The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Finalist Prize will not be awarded. Finalist Prize must be used from Tuesday, November 28, 2023 to Friday, December 1, 2023 or forfeited in its entirety, in the Sponsor's sole discretion.

Finalists and Guests must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof. All travel related expenses, including but not limited to, ground transportation, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses such as telephone/Internet charges, and gift shop purchases are the sole responsibility of

Finalists and their Guests. Finalist and Guest must travel on same itinerary. Each Finalist and their Guest must have valid photo ID and/or passport and any other required documentation prior to departure. Prize must be used on dates specified or prize will be forfeited. Dates are subject to change. Travel is subject to availability. Finalist's Guest must be legal U.S. or Canadian 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 below. Sponsors will, in their sole discretion, determine which airport is closest to the Finalist's home. In the event the Finalist's residence is close enough to Orlando, Florida such that air transportation is deemed by Sponsors in their sole discretion to be unnecessary, the Finalist prize will not include air transportation from such Finalist's residence and no other substitution or compensation will be provided in lieu thereof. Finalists and Guests are 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 Sponsors have 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 Finalist prize). If Finalist elects to travel or partake in the Finalist prize with no 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. If weather or other incident or conditions beyond the control of the Sponsors affect the ability for Finalist and/or their Guest to redeem any portion of prize during the scheduled date and time, then the Sponsors shall have no further obligation to the Finalist and/or Guest other than to supply the remaining elements of the prize package minus the unused portion of prize. Sponsors 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. Sponsors are 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 Sponsors. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the Finalist's and Guest's transportation and such contracts shall be solely between the Finalist, Guest and such transportation companies. Trip components issued in connection with the prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Finalist and/or Guest are unable to travel after all travel arrangements have been made and paid, the Sponsors shall have no further obligation to the Finalist. In the event the Finalist and/or Guest engages in behavior that, as determined by the Sponsors in their sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsors or any of Sponsors' services, products, trademarks, service marks, or logos, Sponsors reserve the right to terminate the trip early, whole or in part, and send the Finalist and/or Guest home with no further obligation or compensation whatsoever to Finalist and/or Guest. In the event a Finalist and/or Guest engages in behavior during travel that (as determined by Sponsors in their sole discretion) is illegal, tortious, or subjects Finalist and/or Guest to arrest or detention, Sponsors shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Finalist and/or Guest as a result of such conduct. SPONSORS 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 FINALIST'S ACCEPTANCE OR USE OF THE PRIZE.

Sponsors are not the provider of ARA Conference (“Event”), which is managed or controlled by an independent third party (“Event Sponsor”), and Sponsors have no power to manage or control the operations of Event Sponsor or any third party provider. Sponsors make no guarantees or warranties about Event Passes or the Event itself. The Event Sponsor and its agents or representatives shall not be treated as Sponsors’ agents for any purpose, and Sponsors are not responsible for the action or inaction of Event Sponsor, nor are Sponsors liable for any loss or penalties incurred if Event Sponsor is sold, ceases to exist, becomes inoperative; if an 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 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, Sponsors reserve the right to work with the Event Sponsor to make a reasonable substitution. If substitution is not possible, Sponsors and/or the Event Sponsor reserve the right to cancel on short notice. If an Event is delayed, postponed, cancelled or changed by Sponsors, 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, Sponsors and/or the Event Sponsor may cancel or provide a reasonable substitute of equivalent or greater value. Notwithstanding anything to the contrary in these Official Rules or otherwise, Sponsor will not offer cash substitution or refunds or be liable in any way for expenses that you incur related to Event that has been cancelled by the Event Sponsor, except in its sole and absolute discretion.

**FINALIST CONFIRMATION PERIOD & FINALIST ACCEPTANCE:** Potential Finalists will be notified by the Administrator on or about Monday, October 23, 2023 by email and/or telephone. Each potential Finalist will be required to sign and return, within three (3) days of notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (the “Releases”), or, if Finalist resides in Canada, a Declaration & Release Form (the “Declaration”). The Releases/Declaration will also require the Finalist to verify the information provided in the Nomination Form and to agree to accept the Finalist Prize, attend the 2023 ARA Conference and participate in the Second-Round Judging. Guest of Finalist will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and the Candidate with the next highest judging score will be deemed a potential finalist.

Each Finalist will also be required to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring Sponsors into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion or Sponsors, as determined by Sponsors in their sole discretion. Sponsors reserve the right to disqualify a potential Finalist on the basis of the findings resulting from such background check or if a potential winner fails to properly authorize and/or provide the required information in connection with such background check.

Once a potential finalist is verified as eligible, he/she will be declared a verified finalist (a “Finalist”), receive the Finalist Prize and continue on to Second-Round Judging Period. Fewer than three (3) Finalists may continue on to the Second-Round Judging without liability to the Sponsors or its designees of any kind.

**SECOND-ROUND JUDGING, GRAND PRIZE WINNER DETERMINATION & ANNOUNCEMENT:** The Second-Round Judging & Grand Prize Winner Determination Period will occur during the 2023 ARA Conference. Each eligible Finalist will be interviewed by representatives of the Sponsors. Each interview will be judged based on the following equally weighted judging criteria to determine one (1) Grand Prize winner (the “Grand Prize Winner”).

- A. Service quality and consistency over time in application

- B. Organizational and customer impact—teamwork, mentoring, training and leadership
- C. Service to the local community

The Finalist that receives the highest total scores based on the judging criteria will be deemed the Grand Prize Winner. In the event of a tie, the tied Finalists will be evaluated based solely on Criteria C “Service to the local community”. If an additional tie breaker is needed, the tied Finalists will be evaluated based on Criteria A through B, in sequence, to the extent needed, to determine the Grand Prize Winner. All decisions made by Sponsors and Judges will be final.

The Grand Prize Winner will be announced during the 2023 ARA Conference. If the Grand Prize Winner announcement does not take place during the 2023 ARA Conference, it will take place shortly thereafter.

The Grand Prize Winner will be required to sign and return a Grand Prize Acceptance Form and an IRS W9 Form (the “Prize Acceptance Documents”) within five (5) days of receipt from the Administrator or Sponsors. These Prize Acceptance Documents will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Non-compliance will result in forfeiture of the Grand Prize and the Finalist with the next highest judging score will be named the potential winner. The Grand Prize will be awarded within approximately 45 days after verification.

#### **GRAND PRIZE/ARV:**

**Grand Prize:** There is one (1) Grand Prize available to be won. One (1) Grand Prize Winner will receive winner’s choice of one (1) of the following two (2) prize options:

- Grand Prize Option #1: One (1) Side by Side ATV valued up to \$15,000\* USD.
- Grand Prize Option #2: \$15,000 USD cash, to be issued in the form of a check.

**The maximum ARV of the Grand Prize is \$15,000 USD.**

\*The difference in value of Grand Prize as stated herein and value at time of prize notification/award, if any, will not be awarded. The Grand Prize Winner will be responsible for pick-up of the Grand Prize at an authorized dealership located near the Grand Prize winner’s residence as determined by the Sponsors in their sole discretion. The prize will be awarded within approximately 45 days after the winner is verified. Grand Prize will be available with standard equipment, as designated by Sponsors, any upgrades and options are at the sole expense of the winner. Color, package, factory options, and other prize specifics to be determined by Sponsors in their sole discretion and are subject to availability. Sponsors reserve the right, in its sole discretion, to require the winner to select the Side by Side ATV from available dealer stock. Grand Prize winner shall bear all risk of loss or damage to the Side by Side ATV after it has been delivered to the specified delivery site. Grand Prize winner will be responsible for any and all costs associated with collection and use of the Grand Prize, including but not limited to, optional equipment, freight and dealer prep, title, license, insurance, registration fees, applicable taxes and any travel and transportation costs associated with collecting the Grand Prize. All other costs not specifically stated herein are the responsibility of the winner. Winner assumes all responsibility for legal and safe operation of the Side by Side ATV. **PARTICIPATION IN THIS PROMOTION AND THE RECEIPT AND/OR USE OF PRIZE OFFERED IS AT YOUR OWN RISK. WINNER ACKNOWLEDGES THE INHERENT HAZARDS, DANGERS AND RISKS ASSOCIATED WITH SIDE BY SIDE ATVS AND WINNER ASSUMES THESE RISKS AND DANGERS. BY ACCEPTING THE GRAND PRIZE, WINNER ACCEPTS (AND AGREES TO CONFIRM IN WRITING) THE INHERENTLY DANGEROUS NATURE AND RISK IN USE OF SIDE BY SIDE ATV, INCLUDING POTENTIAL PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT**

**HIS/HER PARTICIPATION IN THE USE OF GRAND PRIZE IS VOLUNTARY AND AGREES TO THE EXTENT ALLOWED BY LAW THAT THE SPONSORS, THE ADMINISTRATOR AND THEIR EMPLOYEES AND AGENTS SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH. SPONSORS AND ADMINISTRATOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

**The total maximum ARV of all prizes to be awarded: \$30,000 USD.**

**PRIZE CONDITIONS:** If any notification is returned as undeliverable, or a prize is returned as undeliverable, or if potential nominator, finalist or winner is found to be ineligible or not in compliance with these Official Rules he/she will be disqualified.

Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes, unless otherwise stated within, and no exchange or substitution of prizes, except at the sole discretion of the Sponsors. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

The Grand Prize Winner is responsible for all federal, state, provincial, local and income taxes associated with winning prize. If the Grand Prize Winner is a U.S. resident, he/she will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of a prize constitutes permission to use Finalist's or Grand Prize Winner's name, prize won, hometown, likeness, video tape, photographs, 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.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsors. Winners acknowledge that the Sponsors and all other businesses affiliated with this Promotion 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 prizes being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

**GENERAL CONDITIONS:** By submitting a Nomination, participating in the Promotion as a Nominator or Candidate, or accepting a prize, each Candidate and each Nominator (a) agrees to be bound by these Official Rules and any other documents Sponsors require Candidates and Nominators to sign; (b) agrees to release and forever discharge Sponsors, Administrator and their affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each (the "Released Parties"), from and against any and all liability and claims with respect to or in any way arising from such the Nomination Form, the Promotion, participation in the Promotion or any part thereof, the acceptance, possession, use or misuse of any prize, and any liability for economic injury, personal injury, property damage, loss or any other harm; (c) agrees to defend, indemnify and hold the Released Parties harmless from and against any claim, action, liability, loss, injury, or damage relating to or arising, in whole

or in part, directly or indirectly, from such Candidate's Nomination Form, acts or omissions in connection with participation in the Promotion or any part thereof, the acceptance, possession, use or misuse of any prize, violation of these Official Rules, the administration of the Promotion, the exploitation by Sponsors of any of the rights granted herein, (including, without limitation, claims based on publicity rights, defamation or invasion of privacy, or infringement of any other third party right); (d) consents to the use of his or her name, address (city and state), biographical information, Nomination Form, image, photograph, likeness and voice for purposes of advertising, promotion, publicity, trade and for any other lawful purpose, in any manner and in any and all venues or media now known or hereafter devised throughout the world in perpetuity without additional compensation or permission, unless prohibited by law; and (e) agrees that the laws of the state of Georgia shall govern the Promotion, and that any dispute with respect to the Promotion shall be resolved as set forth in these Official Rules.

By submitting a Nomination Form or accepting a prize, each Nominator and each Candidate also agrees that any and all disputes that he/she may have with, or claims he/she may have against Sponsors relating to, arising out of or connected in any way with the Promotion or the prizes will be resolved in the federal or state courts located in Georgia and consents to jurisdiction and venue in the federal or state courts located in Georgia.

No confidential relationship is established by any Nominator or Candidate and the Sponsors as a result of participating in the Promotion. None of the information submitted by Nominator or Candidate will be treated as trade secrets, confidential information or as protected data.

The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible Nominator Forms, Releases or Prize Acceptance Documents; 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 Sponsors 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 Nominator's, Candidate's or any other person's computer related to or resulting from participating in the Promotion. Failure to comply with these Official Rules may result in disqualification from the Promotion. Sponsors reserve the right to permanently disqualify from any promotion they sponsor any person it believes has intentionally violated these Official Rules. If, for any reason, the Promotion is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes whether or not beyond the control of Sponsors, Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsors are not responsible if the Promotion cannot be implemented or prizes cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, epidemics, pandemics, weather or acts of terrorism. Sponsors also reserve the right in its sole discretion to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the process or the operation of the Promotion. Sponsors reserve the right to disqualify any Nominator or Candidate at any time that may be found ineligible.

Sponsors, in their sole discretion, may disqualify any Candidate or Nominator from this Promotion, and refuse to award any prize, if Candidate or Nominator engages in any conduct Sponsors in their sole discretion deems to be improper, unfair or otherwise adverse to the operation of this Promotion or detrimental to other participants of this Promotion. Sponsors reserve the right to remove or disqualify any



participant who engages in non-sportsmanlike or disruptive behavior, or with intent to annoy, abuse, threaten or harass any Sponsor Entity. Such improper conduct, includes, without limitation, falsifying personal information required during nomination or to accept a prize, or violating any term or condition stated herein. Candidates and Nominators agree that Sponsors may void any prize that a Candidate or Nominator may have won or received or require the return of any prize that Candidate or Nominator may have won or received as a result of such improper conduct. Candidates and Nominators further acknowledge that any forfeiture of a prize or return of a prize shall in no way prevent Sponsors from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, that determination shall not affect the remainder of these Official Rules, which shall be construed in accordance with their terms as if they did not contain the invalid or illegal provision. All decisions of the Sponsors, Judges and Administrator related to the Promotion are final and binding.

**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, Sponsors or the Released Parties in connection with the Promotion 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 PARTICIPATING IN THE PROMOTION, NOMINATORS AND CANDIDATES AGREE 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 PROMOTION, 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 NOMINATOR OR CANDIDATE BE PERMITTED TO OBTAIN ANY AWARD FOR, AND NOMINATOR OR CANDIDATE 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) NOMINATORS AND CANDIDATES 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 Duluth, 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 Promotion 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. Sponsors agree 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.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [agcoaward.com](http://agcoaward.com) or send a self-addressed, stamped envelope by December 1, 2023, to: **The 2023 AGCO Operator of the Year Contest Official Rules Request**, PO Box 654, Social Circle, GA 30025-654.

**WINNER CONFIRMATION REQUEST:**

U.S. Residents: U.S. residents may request a written confirmation of the Grand Prize Winner (available after 12/1/23), by sending a stamped, self-addressed envelope (no later than 1/2/24), to: **The 2023 AGCO Operator of the Year Contest Winner Confirmation Request**, PO Box 776, Social Circle, GA 30025-776.

Canada Residents: Canadian residents may request a written confirmation of the Grand Prize Winner (available after 12/1/23), by sending a stamped, self-addressed envelope (no later than 1/2/24), to: **US Sweepstakes & Fulfillment Co., ATTN: The 2023 AGCO Operator of the Year Contest Winner Confirmation Request**, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.

**SPONSORS:** AGCO Corporation, 4205 River Green Parkway, Duluth, GA 30096; AGCO Canada Limited, 515 Dewdney Avenue, Regina, Saskatchewan S4N 6S1.

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