

Kubota Blake Shelton VIP Concert Sweepstakes Official Rules

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

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

1. **ELIGIBILITY:** The Kubota Blake Shelton VIP Concert Sweepstakes (“Sweepstakes”) is open only to natural persons who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia or Canada (excluding Quebec), who are at least twenty-one (21) years of age at the time of entry). Employees, representatives, agents, officers and directors of Kubota Tractor Corporation (“Sponsor”), Realtime Media LLC (“Administrator”), BBDO Worldwide, Inc., and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Sweepstakes Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Sweepstakes or win a Prize (as defined below). For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you agree to these Official Rules and to the decisions of the Sponsor and Administrator, which are final and binding in all respects. Void in QC and where prohibited by law, rule or regulation. All national, state, provincial, and local laws and regulations apply. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.
2. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on or about 9:00:00 a.m. Central Time (“CT”) on December 1, 2023 and ends on or before 11:59:59 p.m. CT on January 19, 2024 (the “Sweepstakes Period”). The designated computer clock of the Sponsor is the official time-keeping device in the Sweepstakes.
3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, if you are eligible, visit info.kubotausa.com/honkytonktour (“Website”) and complete and submit the registration form including your full name, address (no P.O. Boxes), email address, phone number, and date of birth and you will receive one (1) entry into the applicable Sweepstakes drawing, based on your country of residence (as indicated by your address entered in the Sweepstakes registration form).

The Sweepstakes Parties are not responsible for technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

There is a limit of one (1) Sweepstakes entry per person throughout the Sweepstakes Period. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit,

incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Winners may be required to show proof of being the registered account holders. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. **SWEEPSTAKES DRAWING:** There will be one (1) winner from Canada and four (4) winners from the U.S. selected in this Sweepstakes. The potential winners will be selected through random drawings on or about January 23, 2024. Potential winners will be selected from the pool of all eligible entries received (by country) during the Sweepstakes Period and in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final.
5. **ODDS:** Odds of winning a Sweepstakes Prize depend on the total number of eligible entries received from the applicable country during the Sweepstakes Period.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winners will be notified using the information provided during entry by email and/or telephone (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after the drawing. The Sweepstakes Parties are not responsible for and shall not be liable for false, incorrect, changed, incomplete or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages or late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon sending of an email or placing of a phone call. If a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit that prize and an alternate winner may be selected from among all remaining eligible entries. As part of the winner notification process, each potential winner will be required to complete and submit a prize redemption form ("Redemption Form"), and a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within five (5) calendar days of date of notification, as a condition of receiving a prize. The potential winner from Canada must also correctly answer, unaided, a time-limited mathematical skill-testing question to be administered by email within five (5) days as a requirement of being confirmed the winner in order to receive the prize. If any potential prize winner fails or refuses to sign and return the Redemption Form and/or the Declaration within the required time period or if the Redemption Form and/or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or and/or fails to correctly answer the mathematical skill-testing question (as applicable, for the Canadian potential winner) and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates, after which the applicable prize will remain un-awarded. A potential winner becomes a confirmed "winner" only after verification of eligibility by Sponsor.

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim Prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. PRIZES/PRIZE RESTRICTIONS:

For Canadian Entrants:

One (1) Grand Prize Trip: A trip for winner and one (1) guest (21+) to the Blake Shelton Concert scheduled to be held on March 8, 2024 in Edmonton, Alberta. See details below. Approximate Retail Value ("ARV") of this Grand Prize: \$3,105.95 USD (equated to \$4,265.03 CAD as of November 20, 2023 rates) (based upon a Toronto, Ontario departure example).

For U.S. Entrants:

Four (4) Grand Prize Trips: A trip for winner and one (1) guest (21+) to Sponsor's choice of Blake Shelton Concert. Winner will not have a choice of location. The possible dates and locations (one (1) each) are:

March 1, 2024 – Austin, TX
March 15, 2024 – Tacoma, WA
March 22, 2024 – Palm Springs, CA
March 23, 2024 – Glendale, AZ

ARV of each of these Grand Prizes: \$3,205.95 USD.

For All Prizes: Each trip will include: (i) round trip coach class air transportation on the airline of Sponsor's choice for winner and one (1) guest which shall originate from an airport of Sponsor's choice near winner's primary residence in the United States or Canada to the applicable destination city; (ii) two (2) nights hotel accommodations in destination city, which will be one (1) standard room based on double occupancy (meals, telephone calls, mini-bar, tips, gratuities, and other incidentals and costs are not included); (iii) two (2) VIP tickets to the applicable Blake Shelton Concert, terms and conditions apply; (iv) one (1) prize pack consisting of Kubota-branded merchandise; and (v) one (1) \$500 pre-paid gift card, subject to the terms and conditions of the gift card, with an ARV of \$500 USD or \$500 CAD (as applicable). Each prize consists of only the elements specifically listed as part of the prize.

The total ARV for all U.S. prizes is \$12,823.80 USD and the total ARV of ALL prizes in this Sweepstakes is \$15,929.75 USD. **Actual retail value of each prize may vary depending on point of departure, travel dates, destination city, and fare/rate fluctuations.** If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions may apply. Each winner must travel as and when designated by Sponsor or such prize may be forfeited and an alternate randomly selected winner chosen.

Each winner and guest must travel together and on the same itinerary and possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of each winner and guest to provide proper documentation (including government issued picture identification). All aspects of the travel portions of each prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion and surrounding the date of the applicable concert. The dates of departure and return for each prize are subject to change at Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Travel must be booked at least three (3) weeks prior to travel and all travel for a given prize must be completed on or around the date of

the applicable concert. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in its sole and absolute discretion. The winners will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. Each prize is subject to seat and hotel availability, as well as Sponsor's terms and conditions generally applicable thereto. If, in the judgment of Sponsor, air travel is not required due to a winner's proximity to the applicable prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to any such prize winner.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any acts or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, Prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel information to be provided to each prize winner at the time of such prize notification. Winners and guests are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Any prize winner may be required to provide a credit card at the time of hotel check-in. Each guest must execute liability/publicity releases prior to issuance of travel documents. Once a guest is selected by a prize winner and accepted by Sponsor, guest may not be substituted, except in Sponsor's sole and absolute discretion. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein are not included as part of any prize package and each prize winner bears sole responsibility for all such expenses, including, but not limited to: hotel taxes, additional ground transportation at the destination, travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of such prize winner.

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

Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a winner with a prize, Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes, as required by law. Each U.S. winner will be required to provide Sponsor with a valid social security number (Canadian winner a social insurance number) before the prize will be awarded for tax reporting purposes. An IRS Form 1099, (Canadian winner a W-8BEN or 1042-S) may be issued in the name of any winner for the actual value of the prize received. Unclaimed prizes will be forfeited. Prizes, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Parties will have no further obligation with respect to that prize or portion of that prize. No more than the stated number of prizes will be awarded. Limit of one (1) prize per household. Assuming compliance by selected winners with the terms and provisions of these Official Rules, each winner will be contacted regarding prize fulfillment within one (1) to two (2) weeks of winner confirmation.

- 8. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize to winner. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties are not obligated to use the Advertising materials. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sweepstakes Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or any affected Prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes;

or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

- 9. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the Prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.
- 10. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the Prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to participants or to any other person's computer or other electronic device which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the Prizes from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.
- 11. RELEASES:** All participants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties, Blake Shelton, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes- or prize-related activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including

any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) participant's registration material on any related website, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.

- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

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

- 13. DISPUTE RESOLUTION:** To the fullest extent permitted by applicable law, the parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Texas, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Texas. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Texas. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 14. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes

and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.kubotausa.com/privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern. Without limiting any of the foregoing, for Canadian participants, by entering this Sweepstakes, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest in accordance with the Sponsor's privacy policy.

- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by March 24, 2024 to: Kubota Blake Shelton VIP Concert Sweepstakes - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.

Kubota Blake Shelton VIP Concert Sweepstakes - Abbreviated Rules

Please use the following short-form official rules disclosures for all advertising and marketing of the promotion (other than for specific channels outlined below):

Website Footer

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open only to legal residents of the 50 United States (D.C.) or Canada (excl. QC), 21 years or older. Void in QC and where prohibited by law. Sweepstakes begins at 9:00:00 am CT on 12/1/23 and ends at 11:59:59 pm CT on 1/19/24. One GP Trip/Concert prize available for Canada participants (ARV \$3,105.95 USD approx. \$4,265.03 CAD based on a hypothetical Toronto, ON departure) and Four GP Trips/Concerts prizes available for US (\$3,205.95 USD). Odds of winning depend on the total number of entries received per country. Skill-test question required for Canadian winner. Subject to full Official Rules, click [here](#). Sponsor: Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051.

Email Footer/Print

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