

**THIS CHALLENGE IS OPEN TO CANADIAN RESIDENTS ONLY  
AND IS GOVERNED BY CANADIAN LAW**

**Standard data rates apply to participants who choose to participate via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**1. NOMINATION PERIOD:**

The Kubota Community Hero Challenge (the “**Challenge**”) is sponsored by Kubota Canada Ltd. (the “**Sponsor**”). The nomination period for the Challenge begins on October 7, 2022 at 10:30 a.m. Eastern Time (“**ET**”) and ends on October 30, 2022 at 11:59 p.m. ET (the “**Nomination Period**”).

**2. ELIGIBILITY:**

To participate in the Challenge, you must be a resident of Canada who has reached the legal age of majority in your province/territory of residence. The Challenge is not open to employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its parent companies, subsidiaries, associated and affiliated entities, prize suppliers, dealers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Challenge (collectively with the Sponsor, the “**Challenge Parties**”).

**3. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Challenge, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

**4. HOW TO MAKE A NOMINATION:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CHALLENGE. During the Nomination Period, you can make a nomination (each, a “**Nomination**”) by going to [www.kubota.ca/communityhero](http://www.kubota.ca/communityhero) (the “**Website**”) and following the on-screen prompts to obtain and fully complete the Official Challenge Nomination Form (the “**Form**”) with all required information – including, but not limited to: (i) your full name and contact details (the “**Nominator**”); (ii) the full name and contact details of the eligible individual you are nominating (the “**Nominee**”); and (iii) a fifty (50) words or more (English or French) submission (a “**Submission**”) that describes the Nominee’s involvement in the community. You also have the option of attaching a photograph [*Maximum File Size: 3MB; Acceptable File Types: JPG, PNG, TIFF*] that you feel may help support the Nomination. To be eligible, all content and materials associated with your Nomination (collectively, your “**Nomination Materials**”) must: (i) be submitted and received during the Nomination Period; (ii) include all required components and materials noted above; and (iii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 7 (all as determined by Sponsor in its sole and absolute discretion).

**IMPORTANT NOMINATION RULES:**

- You may only provide information to Sponsor in relation to a Nominee who is a friend or family member if you have received permission from that person to provide his/her/their information to Sponsor;
- You may only provide information in relation to a friend with whom you have had direct voluntary two way communications, and with whom it is reasonable to conclude you have a personal relationship considering shared interests, experiences, opinions and other relevant factors;
- You may only provide information in relation to a family member to whom you are related by marriage, a common-law partnership, or parent-child relationship, and with whom you have had direct voluntary two way communications;
- The information of your friend or family member will only be used by Sponsor for the purpose of administering the Challenge and will not be added to any direct marketing list or used in any direct marketing programs without their consent;
- You or your friend or family member may withdraw consent for Sponsor to use your personal information at any time;
- If you have any questions, please contact our Privacy Officer by sending an email to [kcl\\_g.marketing@kubota.com](mailto:kcl_g.marketing@kubota.com), online at <https://www.kubota.ca/privacy-policy>, or writing to 1155 Kubota Dr., Pickering, ON L1X 0H4; and
- For the avoidance of any doubt; (i) an eligible individual cannot complete a Nomination for themselves (i.e. they need to be nominated by another eligible individual); and (ii) both the Nominator and Nominee must meet the eligibility requirements set-form in Rule 2.

**5. NOMINATION LIMIT AND CONDITIONS:**

**An eligible individual cannot submit more than one (1) Nomination in relation to the same Nominee.** Having said that, the same Nominee can be nominated by multiple eligible individuals in accordance with these Rules. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Challenge; then he/she/they may be disqualified from the Challenge in the sole and absolute discretion of the Sponsor. The Challenge Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Nominations and/or Nomination Materials (all of which are void).

A Nomination may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Nomination (including, but not limited to, any associated Nomination Materials) is not submitted and received in accordance with these Rules during the Nomination Period; and/or (ii) the Nomination Materials accompanying the Nomination are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 7) (all as determined by Sponsor in its sole and absolute discretion).

**IMPORTANT NOTE:** Individuals may encourage others to submit a Nomination; however, no form of incentive, inducement, prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual's Nomination. In addition, proxy nomination schemes (or anything reasonably resembling a proxy nomination scheme, as determined by Sponsor in its sole and absolute discretion) are hereby expressly prohibited. Any individual or entity determined by the Sponsor and/or its representative(s) to be engaging in any such behaviours and/or in violation of the Sponsor's interpretation of the letter and/or spirit of these Rules (all as determined in the sole and absolute discretion of the Sponsor) will be disqualified.

## **6. VERIFICATION:**

All Nominations, Nomination Materials and participants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Challenge; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Nomination, Nomination Materials and/or other information entered (or purportedly entered) for the purposes of this Challenge; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Challenge in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Challenge will be the official time-keeping device(s) of the Sponsor.

## **7. SUBMISSION REQUIREMENTS:**

BY SUBMITTING A NOMINATION, YOU AGREE THAT THE NOMINATION (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR NOMINATION (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS); (II) PARTICIPATION IN ANY CHALLENGE-RELATED ACTIVITIES; AND/OR (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES.

By participating in the Challenge, each participant hereby warrants and represents that any Nomination Materials he/she/they submits:

- i. are original to him/her/they and that the participant has obtained all necessary rights in and to the Nomination Materials for the purposes of entering such Nomination Materials in the Challenge;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. are not defamatory, trade libelous or obscene, and further that they will not contain, depict, include, discuss or involve any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Nomination Materials. Any Nomination Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification – in which case the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Nomination Materials (and therefore the corresponding Nomination and/or the associated Nominee) – to help ensure that the Challenge is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Rules.

## **8. LICENSE:**

By entering the Challenge and submitting a Nomination, each participant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her/their Nomination Materials (and each component thereof), in whole or in part, for advertising or promoting the Challenge or for any other reason; (ii) waives all moral rights in and to his/her/their Nomination Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Nomination Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her/their Nomination Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

**9. PRIZES:**

There will be a total of three (3) Prize (each, a “Prize”) available to be won as follows:

**Grand Prize:**

There will be one (1) Grand Prize (the “Grand Prize”) available to be won consisting of:

- A \$25,000 CAD donation to a charity or community initiative as selected by the confirmed winner (subject to the approval of the Sponsor and the *Donation Rules* below);
- A Kubota/CHL prize pack (consisting of items selected by the Sponsor in its sole and absolute discretion); and
- A local game night celebration at their home arena

Grand Prize has a total approximate retail value of \$27500 CAD (including the \$25000 donation).

**Donation Rules:**

- The charity or community initiative selected by the confirmed winner is subject to the approval of the Sponsor.
- The Sponsor reserves the right, in its sole and absolute discretion at any time, to reject any charity or community initiative if the Sponsor determines that allowing the charity or community initiative to receive the donation could bring the Sponsor into public disrepute or in any way impact the good standing or reputation of the Sponsor in the eyes of the general public. The Sponsor’s decisions on all matters arising in this regard shall be final and binding without right of appeal.
- The donation will be made by the Sponsor directly to the charity or community initiative. The confirmed winner will not be entitled to a tax receipt or other benefit from the Sponsor’s corporate donation to the charity or community initiative.

**Secondary Prizes:**

There will be two (2) Secondary Prizes (each, a “Secondary Prize”) available to be won, each consisting of:

- A \$5,000 CAD donation to a charity or community initiative as selected by the confirmed winner (subject to the approval of the Sponsor and the *Donation Rules* above);
- A Kubota/CHL prize pack (consisting of items selected by the Sponsor in its sole and absolute discretion); and
- A local game night celebration at their home arena.

Each Secondary Prize has a total approximate retail value of \$7500 CAD (including the \$5000 donation).

The following conditions apply to all Prizes:

- None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Challenge. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he/she/they/they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the applicable Prize fail to be fit for its purpose or is in any way unsatisfactory.
- Each Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion).
- No substitutions are permitted, except at Sponsor’s option.
- Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award.
- By accepting a Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.
- There is a limit of one (1) Prize per person.

**10. ELIGIBLE WINNER SELECTION PROCESS:**

**Stage One (Judging to select 3 Finalists):**

A panel of judges (the “Challenge Judges”) appointed by the Sponsor will judge each eligible Nomination on the basis of the following weighted criteria:

Criteria	Weighting
1. Describes the benefit to the local community	50%
2. Evidence of contribution to community or resident	50%
<b>Total Score</b>	<b>Maximum 100%</b>

Each Nomination will be given a score (the “Score”) by the Challenge Judges. Odds of being selected as an eligible Finalist depend on the number and calibre of eligible Nominations submitted and received in accordance with these Rules. The three (3) eligible Nominees associated with the top three (3) Scores (as determined by the Challenge Judges, in their sole and absolute discretion) will each be selected as an eligible Finalist. In the event of a tie between two or more eligible Nominations based on Score, the eligible Nominee – from amongst all such eligible Nominations that are tied – with the highest score on Criteria 1 (followed in the event of a further tie by Criteria 2) will be selected as the eligible Finalist. In the event of an exact tie

based on criteria 1 and 2, a new panel of judges will be appointed by the Sponsor to break the tie in accordance with the preceding procedure. Judging is scheduled to be completed on or about November 14, 2022 (the “**Finalist Selection Date**”).

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact the eligible Finalist (using the information provided on the Form) within two (2) business days of the Finalist Selection Date. If an eligible Finalist cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she/they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to be a Finalist) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Finalist from among the remaining eligible Nominations in accordance with Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected eligible Finalist).

NO ONE IS A FINALIST UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER/THEM AS A FINALIST IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED FINALIST (each, a “**Finalist**”), each eligible Finalist will be required to sign and return within two (2) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with this Challenge, his/her/their/their participation therein; and (iii) agrees to the publication, reproduction and/or other use of his/her/their/their name, city and province/territory of residence, voice, statements about the Challenge and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet.

If an eligible Finalist: (a) fails to return the properly executed Challenge documents within the specified time; (b) cannot be (or is unwilling to be) a Finalist for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she/they will be disqualified (and will forfeit all rights to be a Finalist) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Finalist from among the remaining eligible Nominations in accordance with Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected eligible Finalist).

#### **Stage Two (Public Voting to select Winners):**

Each Finalist’s Nomination will be posted on the Website between November 25, 2022 at 11:00 a.m. ET and December 2, 2022 at 11:59 p.m. ET (the “**Voting Period**”). Members of the public will be able to visit the Website and vote (each, a “**Vote**” and collectively, the “**Votes**”) for their favourite Finalist.

**VOTING LIMIT:** There is a strict limit of one (1) Vote per person. For the avoidance of any doubt, this means that the same person cannot submit a Vote more than one (1) time during the Voting Period.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that attempts were made by anyone to: (i) submit more than one (1) Vote per person; (ii) use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to submit Votes; (iii) engage in any form of systematic voting from the same computer/IP address; and/or (iv) engage in any form of proxy voting scheme; then it may result in the disqualification, in the sole and absolute discretion of the Sponsor, of the Votes, Nomination and/or Finalist to which such Votes relate. Any Votes determined by Sponsor, in its sole and absolute discretion, to be in violation of the Sponsor’s interpretation of the letter and/or spirit of these Rules (including, without limitation, Votes that cannot be validated in accordance with these Rules to the complete satisfaction of Sponsor) are subject to disqualification in the sole and absolute discretion of the Sponsor.

All Votes are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof (in a form acceptable to the Sponsor): (i) for the purposes of verifying the eligibility and/or legitimacy of any Vote or other information entered (or purportedly entered) for the purposes of this Contest; and/or (ii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification of the applicable Vote(s) that cannot be verified to the complete satisfaction of the Sponsor.

**IMPORTANT NOTE:** Individuals may encourage others to vote for a Finalist (e.g. via various social media sites and platforms); however, no form of incentive, inducement (including, without limitation, reciprocal voting sites and/or services), prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual’s Vote for any Finalist. In addition, proxy voting schemes (or anything reasonably resembling a proxy voting scheme, as determined by Sponsor in its sole and absolute discretion) are hereby expressly prohibited. Any individual determined by the Sponsor and/or its representative(s) to be engaging in any such behaviours and/or in violation of the Sponsor’s interpretation of the letter and/or spirit of these Rules (all as determined in the sole and absolute discretion of the Sponsor) will be disqualified, and the corresponding Votes, Nomination and/or Finalist is/are subject to disqualification in the sole and absolute discretion of the Sponsor.

**IMPORTANT NOTE:** JUST BECAUSE A NUMBER OF VOTES APPEARS ON A CONTEST LEADERBOARD OR OTHERWISE DOES NOT MEAN THAT THE FINALIST ASSOCIATED WITH THOSE VOTES IS OR WILL BE THE WINNER OF A PARTICULAR PRIZE. ANY OR ALL VOTES MAY BE VERIFIED BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME AND FOR ANY REASON. ANY SUCH PUBLIC DISPLAY OF VOTES IS FOR ENTERTAINMENT PROPOSES ONLY. ONLY THE SPONSOR CAN DEEM AN ENTRANT TO BE AN ELIGIBLE WINNER.

On December 5, 2022 (the “**Selection Date**”) in Pickering, ON at approximately 2:00 p.m. ET, the Sponsor will tabulate the final number of eligible Votes submitted and received during the Voting Period in accordance with these Rules. The Finalist that received the highest number of eligible Votes during the Voting Period (as determined by the Sponsor in its sole and absolute discretion) will be selected as the eligible winner of the Grand Prize. The Finalists that received the second and third highest number of eligible Votes during the Voting Period (as determined by the Sponsor in its sole and absolute discretion) will each be selected as the eligible winner of a Secondary Prize. Odds depend on the number of eligible Votes submitted and received during the Voting Period in accordance with these Rules.

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER/THEM AS THE WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER (each, a “**Winner**”), each eligible Winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign and return within four (4) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms continuing compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); and (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with the awarding and use/misuse of the applicable Prize or any portion thereof (including, but not limited to, any travel related thereto).

If an eligible Winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Challenge documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she/they/they will be disqualified.

## 11. GENERAL CONDITIONS:

This Challenge is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Challenge are final and binding on all participants without right of appeal.

ANY INDIVIDUAL OR ENTITY DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website or any other website or platform during the Challenge; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Nomination, Nomination Materials, Vote(s) and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant’s or any other person’s computer or other device related to or resulting from participating in the Challenge; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to withdraw, amend or suspend this Challenge (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Challenge as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Challenge in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Challenge, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

**For Quebec residents:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

By entering this Challenge, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Challenge and in accordance with Sponsor’s privacy policy (available at: <https://www.kubota.ca/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Challenge mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any participant, Nomination, Nomination Materials, Vote(s) and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Challenge as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Challenge-related materials, including, but not limited to, the French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these 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, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Challenge will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Challenge.

