

Cub Cadet “Set Your Patio Up For Spring” Flyer Contest Official Rules

Contest Summary:

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

DISCLAIMER: Any comments or questions about the giveaway should be addressed to Cub Cadet Canada, as referenced in Section 13 of the Contest Rules.

FACILITATOR: 'Facilitator' means and refers to Cub Cadet Canada.

CONTEST ENTRY PERIOD: The 'Contest Entry Period' begins on Monday, April 24, 2017 @ 12:01 AM (EST) ('Start Date') and ends on Thursday, June 1, 2017 @ 11:59 PM (EST) (the 'End Date'). Facilitator will keep the official time of the draw.

HOW WINNER WILL BE CHOSEN: A draw from all contestants who have entered the contest by submitting an email to ThisIsStrongsville@Cubcadet.ca as directed in the Cub Cadet printed spring flyer: Ten (10) winners will be selected by a random drawing on Wednesday, June 7, 2017 for a prize package.

1. ELIGIBILITY: The draw is FREE to enter and open to all individuals who are legal residents of Canada and, have reached the minimum required age of eighteen (18) years at the time they submit their entry, and have a valid email address as of the entry period start date ("you" or "contestant"). DO NOT PARTICIPATE IN THE CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF CANADA, A MTD EMPLOYEE, A RELATIVE OF AN MTD EMPLOYEE AND AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF SUBMISSION OR YOU OTHERWISE DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES.

Geographic Region and Applicable Law: THIS CONTEST IS INTENDED FOR PARTICIPATION ONLY BY RESIDENTS OF CANADA AND SHALL BE CONSTRUED, GOVERNED AND ENFORCED IN ACCORDANCE WITH CANADIAN LAW WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PRINCIPLES.

The Contest is void outside of Canada, and where otherwise prohibited by applicable federal, provincial or local laws, rules or regulations. It is the contestant's responsibility to ensure that he/she is legally eligible to enter the draw under any provincial or federal laws applicable to him or her, in their area of residence or otherwise. The employees, officers and directors of the Facilitator, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, officer and director, are not eligible to participate in the draw.

2. HOW TO ENTER: During the Contest Entry Period,

- 1) Visit your local participating Cub Cadet Dealer. Participation is indicated by the dealerships printed on the back of your local flyer.
- 2) Request a contest ballot card.
- 3) As indicated on the contest ballot card, email ThisIsStrongsville@Cubcadet.ca with your complete contact information between April 24 2017 and June 1, 2017.
- 4) A draw for the ten winners will take place on June 7, 2017. For a total of 10 winners.

If the registration is submitted and approved (at Facilitator's sole discretion) it will be entered into the Draw ('Entry').

You may enter one entry per person, only one (1) prize per household.

NOTE: Entries that do not include all the required information and/or do not adhere to these Official Rules, at Facilitator's sole discretion, will be void and will not be entered into the draw. The Facilitator is not responsible

for lost, misdirected or incomplete entries. Once submitted, you may not change, modify, alter, delete or substitute for your entry.

3. HOW AND WHEN WINNERS WILL BE NOTIFIED: Winners will be notified by direct email message to the address that they have filled out in the entry email to ThisIsStrongsville@Cubcadet.ca. If the contestant does not respond to the notification within three (3) business days, an alternate winner may be selected. To receive a prize, winners shall respond by email with the following information: 1) full name, 2) complete mailing address, and 3) daytime and evening telephone number (with area codes). All decisions of the facilitator in all matters relating to the draw are final and binding on all contestants.

4. PRIZES: Ten (10) Prizes will be awarded on June 7, 2017. For a total of 10 winners. The lucky winners will receive a prize package that consists of two branded Adirondack chairs and one wooden table that will be shipped directly to their residence.

The Aggregate Total Estimated Retail Value of all Prizes in this Draw is \$6000 for all ten prize packages.

No Prize substitution requests will be honored. However, the Facilitator reserves the right to substitute any Prize(s) in whole or in part with another Prize of comparable or greater value. All Prizes must be accepted as awarded.

Prizes are subject to and made in compliance with the Canadian Competition Bureau and any applicable federal and provincial laws and regulations. Prizes may not be transferred or assigned in whole or in part.

If a Prize notification or any Prize is: 1) returned as non-deliverable, or 2) if the potential Prize recipient is not eligible or does not comply with these Official Rules, it will result in Prize forfeiture, and in such event an alternate winner may be selected in the draw. Undeliverable, returned or unclaimed Prizes may be re-awarded.

5. AGREEMENT TO OFFICIAL RULES: By participating in the draw, you fully and unconditionally accept and agree to be bound by these Official Rules and all decisions of the Facilitator, which are final and binding in all matters related to the Cub Cadet "Set Your Patio Up For Spring" Giveaway. The Facilitator will determine at their sole discretion if an entry complies with these Official Rules. This draw is subject to all applicable federal, provincial, and municipal laws. The Facilitator shall be responsible for ensuring the draw complies with all laws in all jurisdictions where the draw is offered. This draw is void where prohibited by law. Failure to enforce any term of these official rules shall not constitute a waiver of that term or provision.

6. RIGHTS GRANTED BY YOU: By entering this draw, you agree that the Facilitator and its respective affiliates, licensees, successors and assigns will have the right to use all or a part of the information associated with your Entry for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world, in perpetuity, without compensation and without notice to you and without additional consideration, review or approval from you; AND if you are selected as a Winner of this draw, by accepting a Prize you hereby consent and agree, where lawful, to the use by Facilitator (and its affiliates and authorized representatives) of your name, image, likeness, hometown and biographical information, and other indicia of persona ('Information') for publicity, trade, advertising and promotional purposes in all media now known or hereafter discovered and developed worldwide, without additional compensation/consideration, and without the right of review, notification or approval for five (5) years after the end of the draw entry period, and, upon request, will provide such Information and consent to such use in writing.

Contestants and/or Winners, by entering this draw, affirmatively waive all claims to and shall receive no royalties of any kind now or in the future from the Facilitator, its affiliates, licensees, successors and assigns for use of the Contestant's Entry information and Winner's Information, in whole or in part, and Contestants and Winners represent, warrant and agree that no other party is entitled to claim royalties from the use of the Entry information and Information related to the draw. Facilitator, its affiliates, licensees, successors and assigns are in no way obligated to

use or continue to use the Entry information or Winners' Information (and have no obligation to the Contestant and/or Winner or any other person or entity after the Entry is received). Nothing herein shall be deemed an obligation of confidentiality.

7. YOUR REPRESENTATIONS AND WARRANTIES: By entering this draw, you represent and warrant that:

(a) Your Entry, in its entirety, is an original submission by you, contains your personal information and not the personal information of another, and you have not used content from a third party to contribute to your Entry without permission;

(b) Your Entry, the use thereof by Facilitator of any of the rights granted by you under these Official Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, theft of identity, confidentiality, or any contractual or other rights; and

(c) You have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted to the Facilitator under these Official Rules;

8. GENERAL CONDITIONS: The Facilitator has the right to verify your eligibility and compliance with these Official Rules, and to disqualify you on the basis of the results of its investigation. Your personal information will be processed in accordance with the Privacy Policy as set forth at www.cubcadet.ca, as amended, from time-to-time. You may not use multiple email and/or street addresses to submit multiple entries, nor may you use any other person, identity, device or artifice to submit multiple entries. If you use fraudulent methods to submit an entry or otherwise attempt to participate in this draw in a fraudulent manner, you will, at a minimum, be disqualified from participation in the draw. In the event of a dispute as to the identity of a contestant or entry, in the absence of evidence of fraudulent activity, the authorized account holder of the email address used to enter will be deemed to be the person who made the Entry. For the purposes of these Official Rules, the authorized account holder is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Nothing contained in these Official Rules shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint ventures, principal and agent, employer and employee, co-owners or Contestants in a joint undertaking; or (iii) allow you to create or assume any obligation on behalf of the Facilitator. By entering the draw, you fully and unconditionally agree to and accept these Official Rules and the decisions of the Facilitator, which are final and binding on all matters relating to this draw. The Facilitator reserves the right to cancel, modify or suspend the draw at any time (subject to approval of any regulatory body having jurisdiction), if it is determined that the draw cannot be run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the draw.

9. LIABILITY PROVISIONS: Facilitator is not responsible for human error, theft, destruction, or damage to Entries or other factors beyond Facilitator's reasonable control.

You assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. Facilitator makes no warranty, representation or guarantee, express or implied that your Entry was properly submitted.

Facilitator shall not be liable to a Winner or any other person for failure to supply a Prize or any part thereof, for reasons beyond the reasonable control of the Facilitator by reason of the Prize becoming unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist act, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause.

Facilitator, and its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies ("Released Parties") shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite,

telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by the draw site or draw site users, tampering, hacking, or by any equipment or programming associated with or utilized in the draw; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the draw; theft, loss, destruction or damage to an Entry in whole or in part; and other factors beyond their reasonable control. The Released Parties are not responsible for injury or damage to your or to any other person's computer related to or resulting from participating in the draw or downloading materials from or used by the draw site or any other website.

10. CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE DRAW SITE OR ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE DRAW IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE FACILITATOR RESERVES THE RIGHT TO DISQUALIFY YOU FROM THE DRAW AND SEEK CRIMINAL CHARGES AND CIVIL DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW.

11. LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY, YOU AGREE THAT THE FACILITATOR AND ANY AFFILIATES AND AUTHORIZED REPRESENTATIVES AND RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH, AND DAMAGE TO PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF A PRIZE, ANY AND ALL USE AS PROVIDED HEREIN OF YOUR ENTRY, OR PARTICIPATION IN THIS DRAW AND/OR ANY RELATED DRAW. WITHOUT LIMITING THE FOREGOING, ALL PRIZES PRESENTED ON WWW.CUBCADET.CA AND THE DRAW SITE ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

12. CHOICE OF LAW AND VENUE: These Official Rules shall be governed by, construed and enforced in accordance with the laws of the Competition Bureau of Canada, as applicable herein, without reference to its conflicts of laws principles. Any and all disputes, claims, and causes of action arising out of or in connection with this draw shall be resolved by the Canadian Competition Bureau (<http://www.competitionbureau.gc.ca/>). In the province of Quebec 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. Contestant and Facilitator expressly waive any and all rights to contest the propriety of such choice of jurisdiction and venue, or to invoke the doctrine of forum non conveniens. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this draw, but in no event attorneys' fees. Contestant hereby waives all rights to: (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses; and (ii) to have damages multiplied or otherwise increased. Contestant recognizes that the provisions of this paragraph are a material factor in their decision to enter into this draw.

13. WINNERS LIST: To request the names of Winners, mail a Canada sufficiently stamped, self-addressed envelope to: MTD Products Limited, P.O. Box 1386 Kitchener, Ontario N2G 4J1. Requests must be received by June 30, 2017. If you have any questions or wish to send us any information regarding Cub Cadet “Set Your Patio Up For Spring” Giveaway, please contact:
c/o IR Marketing, MTD Products Limited, P.O. Box 1386, Kitchener, ON N2G 4J1.

AGREEMENT BY CONTESTANT: I understand that by participating in this draw I am representing that I have read, understand, agree to, and will abide by the Cub Cadet “Set Your Patio Up For Spring” Giveaway official contest rules. I have also read, understand, and agree to the Privacy Policy as set forth at www.cubcadet.ca. I fully and unconditionally agree to and accept any additional terms and conditions specific to the draw communicated by the Facilitator hereinabove, throughout the Draw Entry Period and beyond. I also agree that in all matters relating to the draw the decisions of the Facilitator are final and binding.