

**THIS CONTEST IS OPEN TO RESIDENTS OF CANADA ONLY  
AND IS GOVERNED BY CANADIAN LAW**

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

**1. KEY DATES:**

The Kubota BX Contest (the “**Contest**”) consists of the following key dates (all times are Eastern Time):

- The Entry Period (the “**Entry Period**”) begins on April 2, 2025 at 9:00 a.m. ET and ends on April 30, 2025 at 11:00 p.m. ET;
- The Judging Period (the “**Judging Period**”) begins on May 1, 2025 at 9:00 a.m. ET and ends on May 9, 2025 at 11:00 a.m. ET;
- The Tractor Use Period (the “**Tractor Use Period**”) begins on June 9, 2025 and ends on September 8, 2025;

Kubota Canada Ltd. (the “**Sponsor**”) reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Official Rules and Regulations (the “**Rules**”), to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by participant 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 Contest as contemplated in these Rules, or for any other reason.

**2. ELIGIBILITY:**

The Contest is open to residents of Canada who have reached the legal age of majority in their province or territory of residence at the time of entry. Employees, representatives or agents (and those with whom such persons are living, whether related or not) of the Sponsor, its 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 Contest (collectively, the “**Contest Parties**”) are not eligible to participate.

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

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Rules.

**4. HOW TO ENTER:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. To be eligible to earn one (1) Entry (each, an “**Entry**” and collectively, the “**Entries**”) in the Contest, visit [www.kubota.ca/HotBXSummer](http://www.kubota.ca/HotBXSummer) (the “**Website**”) during the Entry Period and follow the on-screen prompts to: (i) obtain the Official Contest Entry Form (the “**Form**”); (ii) fully complete the Form with all required information (including, without limitation, signifying your agreement to the Sponsor and/or its designated representative(s) attending and capturing content at your property, as set out in Rule 11 below, if you are selected as a winner in the Contest); and (iii) submit the Form. To be eligible, all content and materials associated with your Entry must: (i) be submitted and received in accordance with these Rules during the Entry Period; and (ii) be in accordance with these Rules, including, but not limited to, the specific Materials Requirements listed below in Rule 9 (all as determined by Sponsor in its sole and absolute discretion).

**5. ENTRY CONDITIONS:**

**There is a limit of one (1) Entry per person.** 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 spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest 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 Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry is not submitted and received in accordance with these Rules during the Entry Period; and/or (ii) the Entry (or any component thereof) is not in compliance with these Rules (including, but not limited to, the specific Materials Requirements listed below in Rule 9) (all as determined by Sponsor in its sole and absolute discretion).

**6. WINNER SELECTION PROCESS (3 WINNERS):**

During the Judging Period, a panel of judges (the “**Judges**”) appointed by the Sponsor will judge each eligible Entry on the basis of the following weighted criteria:

<b>Criteria</b>	<b>Weighting</b>
1. <b>Suitability:</b> Consider whether the Entry has a property and requirements that would best suit a BX tractor for their property needs.	40%
2. <b>Achievability:</b> Consider the scope of the proposed project(s) and whether the Entry has the potential to achieve project objectives to create lasting change for the property owner. Sustainable efforts are also considered to be valued.	20%
3. <b>Motivation:</b> Consider the participant’s motivations and enthusiasm, which should reflect a genuine desire to make a difference for their family or community.	20%
4. <b>Impact:</b> Consider the intended impact of proposed project and its completion on the property as an example of how it can benefit and/or inspire others.	20%

Each Entry will be given a score (the “**Score**”) by the Judges. Odds of being selected as an eligible winner (each, a “**Winner**”) will depend on the calibre of each participant’s Entry. The participants associated with the top three (3) eligible Entries based on Score (as determined by the Judges, in their sole and absolute discretion) will each be selected as an eligible Winner. In the event of a tie for a Winner spot between two (2) or more eligible Entries based on Score, the participant associated with the eligible Entry – from amongst all such eligible Entries that are tied – with the highest score on Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3, then Criteria 4) will be selected as the eligible Winner. In the event of an exact tie based on all criteria, 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 by the end of the Judging Period set out in Rule 1 above (the “**Winner Selection Date**”).

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible Winner within five (5) business days of the Winner Selection Date. If an eligible Winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to be a Winner and to receive a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible participant from among the remaining eligible Entries based on the next highest Score (as determined by the Sponsor in its sole and absolute discretion) to be an eligible Winner (in which case the foregoing provisions of this section shall apply to such newly selected eligible Winner).

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON HAS BEEN REFERRED TO PUBLICLY OR OTHERWISE AS A WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS A CONFIRMED WINNER, each eligible Winner will be required to sign and return within five (5) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); and (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof.

If an eligible Winner: (a) fails to return the properly executed Contest documents within the specified time; (b) cannot be (or is unwilling to be) a Winner for any reason; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; (d) fails to fully comply with all requirements contemplated in these Rules; and/or (e) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then they will be disqualified (and will forfeit all rights to be a Winner and to receive a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible participant from among the remaining eligible Entries based on the next highest Score (as determined by the Sponsor in its sole and absolute discretion) to be an eligible Winner (in which case the foregoing provisions of this section shall apply to such newly selected eligible Winner).

#### 7. **PRIZES (3 – 1 PER WINNER):**

Each confirmed Winner will receive a Prize (each, a “**Prize**”) consisting of a three (3) consecutive month lease during the Tractor Use Period of a BX Tractor (the “**Tractor**”). Each Prize has a total approximate retail value of \$10,000 CAD.

The following conditions apply to each Prize: (i) specifics of the Tractor will be determined at the sole and absolute discretion of the Sponsor and subject to availability; (ii) confirmed Winner will be required to personally take delivery of the Tractor from a location as determined by Sponsor, in its sole and absolute discretion (the “**Location**”), and will be required to present adequate personal identification (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification); (iii) confirmed Winner is solely responsible for all other costs and expenses that are not included in the Prize description above, including, but not limited to, costs and expenses associated with: obtaining fuel and fluids, as well as regular maintenance; (iv) confirmed winner must comply with the terms of the Winner Likeness and Footage License set out in Rule 11 below; and (v) confirmed Winner must sign the Sponsor’s Equipment Loan Contract (the “**Agreement**”) and must be insurable and eligible under the terms and conditions of the Agreement.

Without limiting the effect of the Agreement, the following conditions shall apply to the use of the Tractor: (a) Tractor must be used for **personal use only and not for commercial use**; (b) Tractor must be used for less than 100 hours during the Tractor Use Period; (c) Tractor must be properly secured by the confirmed Winner in a manner that helps prevent opportunities for theft or misuse; (d) Tractor must be returned to the Location on the date and time specified by Sponsor; (e) confirmed Winner shall be solely responsible for any and all damages to the Tractor (and/or to any other property in connection with the acceptance and use of the Tractor) that are not covered by the confirmed Winner’s insurance; and (f) only the confirmed Winner will be authorized to operate the Tractor (unless additional drivers have been approved by the Sponsor, in writing, pursuant to the terms of the Agreement).

Without limiting the foregoing, the following conditions apply to each Prize: (i) 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); (ii) no substitutions are permitted, except at Sponsor’s option; (iii) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed Winner; (iv) if the confirmed Winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) 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; (vi) all arrangements relating to the Prize must be made through the Sponsor or its designated agents; and (ix) by accepting the 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.

#### 8. **VERIFICATION:**

All Entries and other submitted materials (collectively, the “**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 Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Materials and/or other information for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest 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 Contest will be the official time-keeping device(s) of the Sponsor.

#### **9. MATERIALS REQUIREMENTS:**

BY SUBMITTING ANY MATERIALS, EACH PARTICIPANT AGREES THAT THE MATERIALS COMPLY WITH ALL CONDITIONS STATED IN THESE RULES. THE SPONSOR AND THE OTHER RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF ANY MATERIALS; (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, A PRIZE (INCLUDING ANY USE OR MISUSE OF A PRIZE). THE SPONSOR AND ALL OF THE OTHER RELEASED PARTIES SHALL BE HELD HARMLESS BY EACH PARTICIPANT IN THE EVENT IT IS DISCOVERED THAT THEY HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each participant hereby warrants and represents that any Materials they submit:

- i. are original to them and that the participant has obtained all necessary rights in and to the Materials for the purposes of entering such Materials in the Contest;
- 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, pornographic or obscene, and further that such Materials will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor (e.g. any clothing worn and/or products appearing in your Materials must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the participant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other 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 Materials. Any 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. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Materials (or any part thereof) and/or to request a participant to modify, edit and/or re-submit their Materials (or any part thereof) in order to ensure that the Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then 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 Materials (and therefore the corresponding participant) – to help ensure that the Contest is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

#### **10. MATERIALS LICENSE:**

By entering the Contest and submitting any Materials, each participant: (i) grants to the Sponsor, in perpetuity, a worldwide non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their Materials, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to their Materials in favour of the Sponsor (and anyone authorized by the Sponsor to use such Materials); and (iii) agrees to release and hold harmless the Sponsor and all of the other Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of their Materials, 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.

#### **11. WINNER LIKENESS AND FOOTAGE LICENSE:**

By accepting a Prize, each Winner hereby agrees to the publication, reproduction and/or other use of their name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement in connection with the Contest carried out by or on behalf of the Sponsor, in perpetuity throughout the world in any manner or medium whatsoever, including print, broadcast or the internet.

Without limiting any of the foregoing, by accepting a Prize, each Winner hereby: (i) agrees to permit Sponsor and/or its promotional agency or designated content representative(s) (the “**Shoot Team**”) to attend the Winner’s property (the “**Property**”), on the date(s) on our about the beginning and end of the Tractor Use Period as specified by Sponsor and agreed to by the Winner (the “**Shoot Days**”); (ii) warrants and represents that the Winner is the owner of the Property and/or is fully authorized by any owner of the Property to agree to these Footage License terms; (iii) grants to the Shoot Team the irrevocable rights and permissions to tape, film, photograph, audio record and otherwise capture (in whole or in part) during the Shoot Days: (a) the Winner’s name, image, voice and any other aspect of the Winner’s likeness; (ii) any comments made by or attributable to the Winner; (iii) any performance given by or attributable to the Winner; (iv) any stories, documents, photographs, videos and any other type materials or content that the Winner may furnish, present or otherwise make available to the Shoot Team; and (v) the building(s), sign(s), artwork(s), trade-mark(s), design(s), logo(s) and any other material(s) or structure(s) located on, in or at the Property (collectively, the “**Footage**”); (iv) agrees and grants to the Sponsor, Shoot Team and all other Contest Parties the irrevocable, fully paid up, royalty free, worldwide rights and license, in perpetuity, to reproduce, copy, edit, modify, translate, communicate by telecommunication, publish, perform in public, disseminate, synchronize or otherwise combine with other content and materials, and otherwise use or exploit the Footage (which may for greater certainty include the Property and the name, voice, image and any other likeness and performance of the Winner), in whole or in part, as is or as may be edited or modified, and any materials based upon or derived therefrom (collectively, the “**Content**”), in any manner, method and media now or hereafter known for the purpose of promoting the Sponsor and/or the Contest; (v) waives all moral rights in and to the Content in favour of the Sponsor (and anyone authorized by the Sponsor to use such Content); and (vi) agrees to release and hold harmless the Sponsor, Shoot Team and all of the other Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from capturing the Footage and/or use of the Content, including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, damage to property, real or personal, copyright infringement, trade-mark infringement or any other intellectual property related, real or personal property related, or other cause of action whatsoever. Upon the Sponsor’s request, each Winner agrees to sign any further document(s) as may be deemed necessary by the Sponsor in its sole and absolute discretion to perfect, or give full effect, to the terms of this Rule 11.

## 12. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial/territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all participants without right of appeal. ANYONE 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 and/or any other website or any platform during the Contest; (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 Materials 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 Contest; (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, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (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 Contest 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 Contest 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, in its sole and absolute discretion, to cancel, amend or suspend this Contest, 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.

By entering this Contest, 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 Contest 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.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor; the terms and conditions of these 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 Contest 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 Contest.