



OFFICIAL RULES & REGULATIONS 2022 FABICK CAT 12 DAYS OF CHRISTMAS GIVEAWAY

NO PURCHASE IS NECESSARY TO ENTER. YOUR CHANCES OF WINNING DO NOT INCREASE WITH A PURCHASE.

1. Eligibility: The 2022 Fabick Cat 12 Days of Christmas Giveaway (“Sweepstakes”) is open to legal residents of Missouri, Illinois, Wisconsin, Michigan, Kansas and Oklahoma, residing in counties included in Fabick Cat’s dealer network sales territory, who enter through Parts.Cat.com/fabick or at fabickcat.info/Christmas. This Sweepstakes is subject to federal, state, and local laws and regulations and void where prohibited by law.

2. Sponsorship: The sponsor is Fabick Cat (“Sponsor”), located at One Fabick Drive, Fenton, MO 63026, USA. Sponsor will conduct the Sweepstakes substantially as described in these Official Rules.

3. Agreement to Rules: By entering the Sweepstakes, You (the “Entrant”) agrees to abide by the Sponsor’s Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor’s sole discretion. By entering the Sweepstakes, the Entrant represents and warrants that they are eligible to participate based on eligibility requirements explained in the Official Rules. The Entrant also agrees to accept the decisions of the Sponsor as final and binding as it relates to the content of the 2022 Fabick Cat 12 Days of Christmas Giveaway.

4. Entry Period: The Sweepstakes entry period begins on November 28th, 2022, at 6:00AM CST and ends on December 21st, 2022 at 7:00PM CST (“Entry Period”). To be eligible for this Sweepstakes, entries must be received within the specified Entry Period.

5. How to Enter: Eligible Entrants can enter the 2022 Fabick Cat 12 Days of Christmas Giveaway by submitting an order (“entry”) for a free Christmas ornament via Parts.Cat.com/fabick or by completing the online form (“courtesy entry”) provided at fabickcat.info/Christmas. Only ONE (1) ornament per Fabick Cat customer number is allowed when entering via Parts.Cat.com/fabick and only ONE (1) entry per person is allowed when entering at fabickcat.info/Christmas. No individual person may enter more than one time. All entries must fully meet Sweepstakes requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor’s sole discretion.

While courtesy entries are eligible to win prizes in the Sweepstakes, the free Christmas ornament giveaway is available only to Entrants who submitted their entry via Parts.Cat.com/fabick. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating that entry and removing them from the Sweepstakes at the Sponsor’s sole discretion.

6. Prizes: The twelve (12) Winners of the 2022 Fabick Cat 12 Days of Christmas Giveaway (collectively the “Winners”) will each randomly receive one (1) of our designated Sweepstakes prizes: *a Cat Padded Utility Blanket, two (2) Cat Mesh Flex Seat Covers, a White YETI Loadout GoBox prize pack, a Cat Machine Drinkware Set, a Radio Controlled Excavator toy, six (6) Yellow YETI 30oz Ramblers, a Cat Camo Collapsible Cooler prize pack, a custom Cornhole Board Set, a Black 27 Quart Cat Cooler prize pack, two (2) pairs of Cat Padded Utility Gloves, a Cat Rugged Wireless Speaker, OR a Yellow Yeti Cooler prize pack.*

The actual/appraised value of each prize may differ at the time the prizes are awarded. The prizes shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor’s discretion. Each of the Winners, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winners shall not transfer assignment of the prize to others, nor shall the Winners request the cash equivalent or prize substitution. By accepting the prize, the selected Winners grant permission for the Sponsor to use each of the Winner’s first name and last initial for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds: The odds of winning depend on the number of eligible entries received.

8. Selection and Notification of the Winner: All entries must be received by 7:00PM CST on Monday, December 21st, whereupon the Winners will be selected at random by the Sponsor. The Winners will be announced daily on Facebook during the traditional 12 Days of Christmas (December 25, 2022 through January 5, 2023). The Sponsor will notify the Winners by email within five days of announcement. The Sponsor is not responsible for nor shall Sponsor have any liability for any Winner’s failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall the Sponsor be liable for a Winner’s provision of incorrect or otherwise non-functioning contact or delivery information. If any of the Winners fail to claim their prize within 30 days from the time the award notification was sent or is found ineligible the prize may be forfeited and an alternate Winner may be selected for that prize. Receipt of a prize (offered in the 2022 Fabick Cat 12 Days of Christmas Giveaway) by each of the Winners is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF ANY OF THE WINNERS VIOLATES ANY OF THESE OFFICIAL RULES, THAT WINNER (AT THE SPONSOR’S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.



9. Rights Granted by the Entrant: By submitting an entry into this Sweepstakes, Entrants understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, the Entrant's entry, name, photo, portrait, voice, likeness, image, statements about the 2022 Fabick Cat 12 Days of Christmas Giveaway, and the Entrant's biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the 2022 Fabick Cat 12 Days of Christmas Giveaway should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Sweepstakes. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) Sweepstakes termination. Individuals who tamper with or attempt to tamper with the operation or entry process of the Sweepstakes or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the 2022 Fabick Cat 12 Days of Christmas Giveaway. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Entry into this Sweepstakes constitutes the Entrant's agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Sweepstakes and/or 1) each of the Winners accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Sweepstakes administration or the processing of entries.

12. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MISSOURI, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Sweepstakes, they shall be individually resolved exclusively before a court located in Missouri having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes). The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Fabick Cat website. Click here to read the Privacy Policy: <https://www.fabickcat.com/company/privacy/>

14. Winners List: Anyone may obtain a copy of the Winners' names or a copy of these Official Rules & counties included in Fabick Cat's territory, by sending a request via mail with a stamped, self-addressed envelope to: Fabick Cat, ATTN: Marketing, One Fabick Drive, Fenton, MO 63026, USA. Requests must be postmarked no later than January 21st, 2023 (5:00PM CST).

15. Social Media Platform Rules: The Sweepstakes is sponsored by Fabick Cat and is in no way sponsored, endorsed, administered by, or associated with Facebook.

16. Affirmation of Acceptance of and Agreement to All of the Official Rules: By entering the Sweepstakes at Parts.Cat.com/fabick, or by completing the entry form at fabickcat.info/Christmas, the Entrant is affirming that they have reviewed, accepted, and agreed to the Official Rules.