

Fabick Cat® Tech Challenge Contest
OFFICIAL RULES

Dates: August 29, 2022 – June 15, 2023

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **SPONSOR:** John Fabick Tractor Company (doing business as Fabick Cat), a Missouri corporation (“Sponsor”) will serve as the sponsor of the Fabick Cat® Tech Challenge Contest (the “Contest”).
2. **PURPOSE:** This Contest’s purpose is to (i) provide technician employees of Sponsor (each, a “Technician”) to recognize and advance their skills as technicians and (ii) permit Sponsor to highlight and recognize the Technicians and the Winners (defined below).
3. **ELIGIBILITY:** This Contest is open only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all United States territories and possessions), who are Technicians employed by the Sponsor in good standing throughout the entire Contest Period, who are 18 years of age or older at the beginning of the Contest Period and who sign-up and provide all information requested by Sponsor between July 27, 2022 and August 12, 2022 at <https://forms.office.com/Pages/ResponsePage.aspx?id=pk3Aiszpc0qv70DJ5i4nm4n8ObE3biZDnB4IT2L3LdZUMzdFRTNERFIRWFA4QIRTVkZBTTY4UDIQVC4u> (the “Website”). Individuals who appear on the U.S. Government Department of Treasury’s Specially Designated Nationals and Blocked Persons List are also not eligible to enter or win. An “Entrant” is a person who has entered this Contest in accordance with this Section 3 and is in compliance with these Official Rules. Each Entrant’s eligibility and each Entry (defined below) is subject to verification.
4. **CONTEST PERIOD:** The Contest begins on 12:00 a.m. , C.T. on August 29, 2022, and ends on 11:59 p.m., C.T. on June 15, 2023 (the “Contest Period”). The qualifying event for the Contest (the “Qualifying Event”) begins on 12:00 a.m. , C.T. on August 29, 2022, and ends on 11:59 p.m., C.T. on September 9, 2022 (the “Qualifying Event Period”). The quarter-final event for the Contest (the “Quarter-Final Event”) begins on 12:00 a.m. , C.T. on October 17, 2022, and ends on 11:59 p.m., C.T. on October 28, 2022 (the “Quarter-Final Event Period”). The semi-final event for the Contest (the “Semi-Final Event”) begins on 12:00 a.m. , C.T. on March 14, 2023, and ends on 11:59 p.m., C.T. on March 16, 2023 (the “Semi-Final Event Period”). The final event for the Contest (the “Final Event” and together with the Qualifying Event, the Quarter-Final Event and the Semi-Final Event, the “Events”) begins on 12:00 a.m. , C.T. on June 13, 2023, and ends on 11:59 p.m., C.T. on June 15, 2023 (the “Final Event Period” and together with the Qualifying Event Period, the Quarter-Final Event Period and the Semi-Final Event Period, the “Event Periods”). Each Entrant who is eligible for the applicable Event must submit their Qualifying Entry, Quarter-Final Entry, Semi-Final Entry or Final Entry (each as defined below) by the end of the applicable Event Period.
5. **HOW TO ENTER:**
 - a. Each Entrant will automatically be permitted to participate in the Qualifying Event. An Entrant may enter the Qualifying Event during the Qualifying Event Period by completing the information on the Microsoft Form provided by the Sponsor to Entrant at the beginning of the Qualifying Event Period and hitting “Submit” before the end of the Qualifying Event Period (each, a “Qualifying Entry”).

- b. A Quarter-Final Qualifying Entrant (defined below) may enter the Quarter-Final Event during the Quarter-Final Event Period by (i) completing each of the five timed stations selected by Sponsor, in its sole discretion (collectively, the “Quarter-Final Stations”) and (ii) completing the information on the Microsoft Form and/or applicable platform provided by the Sponsor to Entrant at the beginning of the Quarter-Final Event Period and hitting “Submit”, each prior to the end of the Quarter-Final Event Period (each, a “Quarter-Final Entry”).
- c. A Semi-Final Qualifying Entrant (defined below) may enter the Semi-Final Event during the Semi-Final Event Period by completing each of the four timed stations selected by Sponsor, in its sole discretion, prior to the Semi-Final Event Period (collectively, the “Semi-Final Stations”) and submitting their responses to each Semi-Final Station via the applicable testing system before the end of the Semi-Final Event Period (each, a “Semi-Final Entry”).
- d. A Final Qualifying Entrant (defined below) may enter the Final Event during the Final Event Period by each of the five timed stations selected by Sponsor, in its sole discretion, prior to the Final Event Period (collectively, the “Final Stations”) and submitting their responses for each Final Station via the applicable testing system before the end of the Final Event Period (each, a “Final Entry” and together with the Qualifying Entries, the Quarter-Final Entries and the Semi-Final Entries, the “Entries”).

For an Entry to constitute a valid Entry, an Entrant must follow the provided instructions and supply any and all information required by Sponsor in its sole discretion. Each Entry submitted must be an original Entry (i.e., a work that does not include assistance from any third party), and Entrants must maintain significant personal control over the content of the Entry. Entrants cannot submit an Entry on behalf of a third party.

All Entries become the property of Sponsor and will not be returned. No responsibility is assumed by the Sponsor for any inability of a potential entrant to successfully enter the Contest for any reason.

Each Entrant may only submit one (1) Entry per Event (if eligible) and may only enter an Entry if they are qualified for the applicable Event.

Any Entry that violates any of these Official Rules will not be eligible for the Contest.

LICENSES:

By entering this Contest, each Entrant authorizes Sponsor to edit, alter, copy, exhibit, publish, distribute and use any image, audio, video or data of Entrant taken or created by Sponsor or Entrant during the Contest Period (or any portion thereof) (“Media Content”), including names, without payment or any other consideration, in future advertisements, promotion materials, Sponsor-related websites and mobile applications, social media channels, trainings, and any derivative works without any additional compensation or award. Entrant understands that future use of Media Content may not credit the Entrant.

Sponsor may also use the Media Content in any advertising, such as online digital, social media, television, print or radio, as well as any flyers, brochures, annual reports, press kits or any other print or digital communications. This authorization extends to all languages, media, formats and markets now known or in the future.

Each Entrant acknowledges this authorization shall continue indefinitely, unless the Entrant otherwise revokes this authorization in writing.

Each Entrant acknowledges that each Entrant waives any right that the Entrant may have (i) to inspect or approve any finished product in which such Entrant’s likeness appears, including written or electronic copy and (ii) to royalties or other compensation arising from or related to the use of any Media Content.

Each Entrant understands and agrees that these materials, including any Media Content, shall become the sole property of Sponsor and may not be returned.

- 6. PRIZES:** Each of the ten (10) Final Qualifying Entrants shall receive one (1) prize (each a “Semi-Final Event Prize”). Each Semi-Final Event Prize will consist solely of \$5,000.00, which will be paid by Sponsor following the conclusion of the Final Event to each Final Qualifying Entrant by personal / business check or electronic funds transfer to each Final Qualifying Entrant only, as reflected in the Sponsor’s records, in the sole discretion of the Sponsor. Additionally, there will be a total of three (3) Final Event prizes (each a “Final Event Prize” and collectively with the Semi-Final Prizes, the “Prizes”), awarded to three (3) Entrants. The Final Event Prizes are as follows:

	Number of Applicable Type of Prize	Prize	ARV
Grand Prize	One (1)	One (1) Ford F-150 (the “ <u>F-150</u> ”)	\$48,000
Second Place Prize	One (1)	One (1) Polaris Sports Utility Four-Seater Recreational Vehicle (the “ <u>Four-Seater</u> ”)	\$25,000
Third Place Prize	One (1)	One (1) Paid Vacation (up to \$10,000) (the “ <u>Trip</u> ”)	\$10,000

Approximate retail value (“ARV”) for all Prizes is \$133,000. All Prizes will be awarded.

TERMS FOR THE VEHICLES: To take delivery of the F-150 or the Four-Seater (each, a “Vehicle”), the Winner must provide proof of valid, current insurance and a valid driver’s license from their province or territory of residence, and must be legally eligible to drive (as determined by Sponsor in its sole and absolute discretion). Winner must take delivery of a Vehicle at the location designated by the Sponsor within one (1) month of notification. Travel and shipping expenses (including shipping insurance) are not included. Winner will be solely responsible for insuring and registering a Vehicle, in addition to all Vehicle title, license and registration fees, freight, sales tax, delivery, dealer prep, emissions inspection, additional equipment, insurance, gasoline, maintenance and all other fees and expenses associated with the receipt and use of a Vehicle. Winner agrees that the Sponsor has neither made or are responsible or liable for any warranty, representation, condition or guarantee, express or implied, in fact or in law, relative to a Vehicle, including but not limited to its quality, mechanical condition or fitness. To the fullest extent permitted by applicable law, Winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from any of the Released Parties (as defined below) should a Vehicle fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Vehicle, the Winner agrees to waive all recourse against the Released Parties if a Vehicle does not prove satisfactory, either in whole or in part.

TERMS FOR THE TRIP: Trip package, up to \$10,000, includes round trip, coach-class air transportation for Winner and travel companions from a major airport near winner’s home (determined by Sponsor in its sole discretion) to a city determined by Winner; accommodations at a hotel determined by Sponsor in its sole discretion; ground transportation to and from destination airport and hotel (if applicable); various

activities depending on selected city; and travel agent services. The use of air transportation may be subject to the unpredictability of weather, flight variation, work stoppages, and schedule or route changes. Sponsor is not liable for any expenses incurred as a consequence of any governmental agency-related and/or flight cancellation/delay or other events that may result in the cancellation/delay of an airline trip, including weather conditions, acts of God, pandemic, epidemic, “shelter in place” and similar orders and other governmental actions, an act of terrorism, civil disturbance, natural disasters or any other reason. Winner and travel companions agree to comply with all applicable airport, airline, and travel regulations. Winner must complete the trip within one (1) year from the time the Winner is selected or the Prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel arrangements must be made through the Sponsor or its agent, and any changes after booking are permitted only in Sponsor’s sole and absolute discretion. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel arrangements are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles or other reward program redemptions. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor’s airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, spending money, meals, beverages, alcoholic beverages incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of Winner. Unless a child of a Winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of Winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the Winner. Travel companion(s) must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companion(s) are solely responsible for obtaining valid passports and any other documents necessary for travel (if applicable). Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to Winner’s proximity to Prize location, ground transportation will be substituted for round trip air travel at Sponsor’s sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of Prize is forfeited in its entirety and no substitution will be provided except as in Sponsor’s sole discretion. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. In no event shall Sponsor be responsible or pay any costs related to the trip package in excess of the max value amount stated in these Official Rules (\$10,000).

7. SELECTION OF WINNERS AND JUDGING CRITERIA:

All Entries other than Qualifying Entries (which, for clarification, will be judged as described in Section 7(a)) and the Quarter-Final Entries (which, for clarification, will be judged as described in Section 7(b)) received during the Contest Period will be judged by the applicable Committee, whose decisions are final with respect to all matters related to the conduct and scoring of the applicable Event. A committee of twelve (12) judges (the “Semi-Final Committee”) will be selected by Sponsor, in its sole discretion, to judge and score the Semi-Final Event. A committee of fifteen (15) judges (the “Final Committee” and collectively with the Semi-Final Committee, the “Committees”) will be selected by Sponsor, in its sole discretion, to judge and score the Final Event.

- a. **QUALIFYING EVENT:** 50% of the Entrants who provide a Qualifying Entry not to exceed one hundred (100) Entrants (the “Qualifying Event Entrant Cap”) will be selected as winners of the Qualifying Event (each, a “Quarter-Final Qualifying Entrant”) based on the scores of the self-grading Microsoft Form that Entrants used to enter the Qualifying Event. The 50% Entrants who provide a Qualifying Entry (not to exceed the Qualifying Event Entrant Cap) with the top scores

will be the Quarter-Final Qualifying Entrants and will be eligible to compete in the Quarter-Final Event. All other Entrants other than the Quarter-Final Qualifying Entrants will no longer be eligible to participate in the Contest or win a Prize.

- b. **QUARTER-FINAL EVENT:** Twenty (20) Entrants will be selected as winners of the Quarter-Final Event (each, a “Semi-Final Qualifying Entrant”) based on the combined scores of (i) the Quarter-Final Qualifying Entrant’s Qualifying Entry score and (ii) the combined scores of the Quarter-Final Stations for each applicable Quarter-Final Qualifying Entrant based on the scores of the self-grading Microsoft Form that Entrants used to enter the Quarter-Final Event. The twenty (20) Entrants with the top combined scores from subsections (i) and (ii) of the immediately preceding sentence (as determined by the Sponsor) will be the Semi-Final Qualifying Entrants and will be eligible to compete in the Semi-Final Event. All other Entrants other than the Semi-Final Qualifying Entrants will no longer be eligible to participate in the Contest or win a Prize.
- c. **SEMI-FINAL EVENT:** Ten (10) Entrants will be selected as winners of the Semi-Final Event (each, a “Final Qualifying Entrant”) based on the combined scores of (i) the Semi-Final Qualifying Entrant’s Qualifying Entry score, (ii) the Semi-Final Qualifying Entrant’s Quarter-Final Entry score and (iii) the combined scores of the Semi-Final Stations for each applicable Semi-Final Qualifying Entrant, as determined by the Committee in its sole discretion. The ten (10) Entrants with the top combined scores from subsections (i), (ii) and (iii) of the immediately preceding sentence (as determined by the Committee) will be the Final Qualifying Entrants, will be eligible to compete in the Final Event and will each receive one (1) Semi-Final Event Prize. All other Entrants other than the Final Qualifying Entrants will no longer be eligible to participate in the Contest or win a Prize.
- d. **FINAL EVENT:** Three (3) Entrants will be selected as winners of the Final Event and win a Final Event Prize (each, a “Final Event Winner” and collectively with the Final Qualifying Entrants, the “Winners”) based on the combined scores of the Final Stations for each applicable Final Qualifying Entrant, as determined by the Committee in its sole discretion. The Winner with the highest score (as determined by the Committee) in the Final Event will receive the Grand Prize. The Winner with the second highest score (as determined by the Committee) in the Final Event will receive the Second Place Prize. The Winner with the third highest score (as determined by the Committee) in the Final Event will receive the Third Place Prize. No other Entrant will win a Prize.

The Entrant’s scores for each of the Events will not be provided to Entrants and will be the sole property of Sponsor.

The Committees’ decisions are final with respect to all matters related to the conduct and scoring of the applicable Event and cannot be challenged by an Entrant.

8. **PRIZE CONDITIONS:** No substitution for any Prize will be permitted. If necessary due to unavailability of the Prize, a prize of equal or greater value will be awarded at the discretion of Sponsor. Each Prize is not transferable or assignable. Entrants and Winners may be required to execute and return an Affidavit of Eligibility and Publicity/Liability Release, an IRS Form W-9 (i.e., Request for Taxpayer Identification Number and Certification) and any other required tax documents within fifteen (15) days of delivery by Sponsor. Failure to return all required documents in this time period may result in the Winner being disqualified and an alternate Winner selected. If an Entrant is found to be ineligible or a Winner declines to accept a Prize for any reason, an alternate Winner will be selected. By entering this Contest and/or accepting the Prize, the Winner and Entrants hereby consent (except where prohibited by law) to the disclosure and reasonable use by Sponsor of the Winner’s and Entrants’ photograph, voice, likeness and/or image, hometown address, contents of the Entry and the name and age of the Winner and Entrants without any further compensation for any future promotional activity related to this Contest.

9. **ADDITIONAL TERMS AND CONDITIONS:** The following are conditions to winning a Prize and additional terms and conditions binding on Entrants:
- a. All federal, state, local tax liabilities and any applicable fees associated with accepting a Prize or participation in this Contest are the sole responsibility of the Winners. Sponsor may, in its sole discretion, withhold from the amount of any Prize any and all federal, state, and local tax liabilities and any applicable fees associated with accepting a Prize or participation in this Contest.
 - b. If a Winner declines a Prize, or if an Entrant has not complied with these Official Rules, such person shall be disqualified and another person will be chosen for the Prize.
 - c. No transfer, substitution, division or splitting of Prizes is allowed except in the sole discretion of Sponsor.
 - d. Acceptance of the Prize constitutes permission by an Entrant to the Sponsor and its authorized agents to use Entrant's names and/or likenesses for purposes of advertising and trade without further compensation, in perpetuity and in any and all media now known or hereafter discovered, unless prohibited by law.
 - e. Decisions of Sponsor are final with respect to all matters related to the conduct of the Contest. An Entrant may be disqualified from participating in this Contest and/or winning a Prize for cheating or other bad faith acts in the sole discretion of Sponsor.
 - f. By participating in this Contest, Entrants and Winners agree to be bound by these Official Rules.
10. **CONDUCT OF PARTICIPATION:** By entering the Contest, Entrant affirms that he or she has read and agrees to abide by these Official Rules and the decisions of Sponsor and the Committees. Sponsor reserves the right to disqualify any Entrant acting in violation of these Official Rules or found tampering with the entry process or with the operation of the Contest or the Website. As a condition of entering this Contest, each Entrant agrees that: (a) under no circumstances will the Entrant be entitled or permitted to obtain awards for, and the Entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, and in no event shall attorney's fees be recoverable by either party; and (b) any and all disputes, claims and causes of action arising out of or connected with the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO SPONSOR OR THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
11. **LIMITATIONS OF LIABILITY:** Released Parties (as defined herein) are not responsible for any damaged Entry or Entries, errors in calculations, theft, tampering, destruction, or unauthorized access to, or alteration of Entries. Sponsor reserves the right to modify, suspend or terminate the Contest or these Official Rules in the event that it becomes necessary due to circumstances beyond Sponsor's control, as determined by Sponsor in its sole and exclusive discretion, including without limitation, Acts of God, weather conditions, pandemic, epidemic, "shelter in place" and similar orders and other governmental actions. Without limiting the generality of the foregoing, Sponsor may decide to terminate the Contest early.
12. **RELEASE OF LIABILITY; INDEMNITY:** By participating, Winners and Entrants (and the parent or legal guardian thereof if a Winner or Entrant is under the age of 18 or is deemed a minor in his/her state of residence) agree to release, discharge, indemnify and hold harmless Sponsor and each of its respective

affiliated entities, affiliates, subsidiaries, parent corporations and companies, and all of its respective officers, directors, shareholders and principals, employees, representatives, and agents (collectively, “Released Parties”), from and against any claims made by any Winners and Entrants or any other third parties related in any way to the operation of this Contest, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person or property of any kind resulting in whole or in part, directly or indirectly, from participation in this Contest or any related activity. Winners and Entrants (and the parent or legal guardian thereof if a Winner or Entrant is under the age of 18 or is deemed a minor in his/her state of residence) assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or acceptance, use or redemption of any Prize.

13. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules 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 and Winners 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 Contest-related materials and/or privacy policy or terms of use on the website, these Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.

14. **PRIVACY/ PUBLICITY / USE OF PERSONAL INFORMATION:**

By participating in the Contest, eligible Entrant and/or Winner hereby consent to Sponsor’s or authorized agents’ collection, use, and disclosure of Entrant’s and/or Winner’s personal information for the purposes of administering the Contest, and prize fulfillment. Each Entrant acknowledges that he/she has read, understood and accepted the Sponsor’s Privacy Policy, which provides more information about Sponsor’s privacy practices and is located at <https://www.fabickcat.com/company/privacy/>. The Sponsor’s Privacy Policy is in addition to those terms in these Official Rules concerning privacy, use of personal information, and publicity.

Entrants may be offered the optional opportunity to receive coupons, newsletters, informational materials, marketing communications, or other special promotions, or other offers from Sponsor and/or third party service providers. Entrants will not be contacted for marketing purposes unless they have provided their express consent.

By accepting a Prize, Winner agrees to Sponsor’s use of his/her name(s), city/province(s) of residence, picture(s), biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Released Parties from any liability with respect thereto. Winner may be required to sign a further release regarding the grant of these publicity rights, unless prohibited or restricted by law.

The Sponsor reserves the right to amend the above rules at any time.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET.

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