

INTERNAL USE ONLY

**US Sweepstakes & Fulfillment Company
Fendt VIP Ticket Promotion for Luke Bryan 2021 Farm Tour
FINAL: 6/15/21**

**THE FENDT VIP TICKET PROMOTION FOR LUKE BRYAN 2021 FARM TOUR
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

By participating in **The Fendt VIP Ticket Promotion for Luke Bryan 2021 Farm Tour** (the "Sweepstakes"), you unconditionally accept and agree to comply with and abide by these Official Rules ("Official Rules") and the decisions of AGCO Corporation (the "Sponsor") and US Sweepstakes & Fulfillment Co. (the "Sweepstakes Administrator"), which shall be final and binding in all respects. All applicable federal, state, and local laws and regulations apply.

SWEEPSTAKES ENTRY PERIOD: The Sweepstakes begins at 12:00:01 AM Eastern Time ("ET") on Wednesday, June 16, 2021 and ends at 11:59:59 PM ET on Friday, August 6, 2021 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is not open to the general public. The Sweepstakes is only open to individuals who are: a) farmers who either own or rent more than 500 acres; b) legal residents of the states of Illinois, Indiana, Iowa, Michigan, Ohio and Wisconsin; and c) age 18 or older at the time of entry. Void outside these geographic areas and wherever else prohibited by law. Employees of the Sponsor, Sweepstakes Administrator, Luke Bryan and their respective subsidiaries, affiliates, advertising and promotion agencies (the "Sweepstakes Entities"), and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: There are two (2) ways to enter.

Method #1: Fendt Dealer Consultation Entry.

- **Step One:** Visit <https://www.fendt.com/us/farm-tour> and follow all instructions to complete the form (the "Consultation Sign Up Form") to sign up for a consultation with your local Fendt Dealer.
- **Step Two:** After submitting the Consultation Sign Up Form, your local Fendt Dealer will contact you to schedule a consultation (the "Consultation").
- **Step Three:** Complete the Consultation with your local Fendt Dealer (the "Fendt Dealer Consultation Entry").

You must complete your consultation with your local Fendt Dealer between Wednesday, June 16, 2021 and Friday, August 6, 2021 to receive an entry.

Method #2: Alternate Method of Entry (“AMOE”) / Mail-in Entry. To enter without consulting with a Fendt Dealer, mail a postcard (the “Mail-In Entry”), including your full name, name of your farm, complete address, email address and phone number to the following address to receive one (1) entry into the Sweepstakes: The Fendt VIP Ticket Promotion for Luke Bryan Farm Tour, PO Box 776, Social Circle, GA 30025-0776. **Each Mail-In Entry must be mailed separately and must be postmarked between Wednesday, June 16, 2021 and Friday, August 6, 2021, and received by Friday, August 13, 2021.** Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

Fendt Dealer Consultation Entry and Mail-In Entry collectively referred to herein as “Entry” or “Entries”. **Limit: Regardless of the method of entry, there is a limit of one (1) entry per person.** All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS: There are six (6) Prizes available to be won; one (1) Prize per Prize Pool as defined below. After the Sweepstakes has ended, all eligible Entries will be separated into the following six (6) Prize Pools (each, a “Prize Pool”) based on the state of residence of each Entrant: Illinois Prize Pool, Indiana Prize Pool, Iowa Prize Pool, Michigan Prize Pool, Ohio Prize Pool and Wisconsin Prize Pool.

Illinois Prize Pool: Eligible Entries from entrants who reside in the state of Illinois will be included in the random drawing for the Illinois Prize Pool. One (1) Illinois Prize Pool winner will receive two (2) VIP tickets to the Luke Bryan Farm Tour 2021 concert at Three Sisters Park in Chillicothe, Illinois on September 11, 2021.

Indiana Prize Pool: Eligible Entries from entrants who reside in the state of Indiana will be included in the random drawing for the Indiana Prize Pool. One (1) Indiana Prize Pool winner will receive two (2) VIP tickets to the Luke Bryan Farm Tour 2021 concert at Martin Farms in Kingman, Indiana on September 16, 2021.

Iowa Prize Pool: Eligible Entries from entrants who reside in the state of Iowa will be included in the random drawing for the Iowa Prize Pool. One (1) Iowa Prize Pool winner will receive two (2) VIP tickets to the Luke Bryan Farm Tour 2021 concert at Brown Farms in Cedar Rapids, Iowa on September 10, 2021.

Michigan Prize Pool: Eligible Entries from entrants who reside in the state of Michigan will be included in the random drawing for the Michigan Prize Pool. One (1) Michigan Prize Pool winner will receive two (2) VIP tickets to the Luke Bryan Farm Tour 2021 concert at Kubiak Family Farms in Fowlerville, Michigan on September 18, 2021.

Ohio Prize Pool: Eligible Entries from entrants who reside in the state of Ohio will be included in the random drawing for the Ohio Prize Pool. One (1) Ohio Prize Pool winner will receive two (2) VIP tickets to the Luke Bryan Farm Tour 2021 concert at Miller Family Farms in Baltimore, Ohio on September 17, 2021.

Wisconsin Prize Pool: Eligible Entries from entrants who reside in the state of Wisconsin will be included in the random drawing for the Wisconsin Prize Pool. One (1) Wisconsin Prize Pool winner will receive two (2) VIP tickets to the Luke Bryan Farm Tour 2021 concert at Statz Bros. Farm in Marshall, Wisconsin on September 9, 2021.

The ARV of each Prize is \$320. The total ARV of all prizes available to be won is \$1,920.

There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received per Prize Pool.

RANDOM DRAWINGS: The winners will be selected in a series of random drawing, one (1) random drawing for each Prize Pool, on or about **Monday, August 16, 2021**. All random drawings will be conducted by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION & VERIFICATION: The potential Prize winners will be notified via email and/or phone and will be required to confirm their mailing address within three (3) days via return email. Non-compliance will result in disqualification and an alternate winner may be notified.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

PRIZE CONDITIONS: Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Sponsor is not the provider of any Luke Bryan Farm Tour 2021 concert ("Event"), which is managed or controlled by Event Sponsor, an independent third party, and Sponsor has no power to manage or control the operations of Event Sponsor or any third-party provider. Sponsor makes no guarantees or warranties about Event Ticket(s) or the Event itself. The Event Sponsor and its agents or representatives shall not be treated as Sponsor's agents for any purpose, and Sponsor is not responsible for the action or inaction of Event Sponsor, nor is Sponsor liable for any loss or penalties incurred if Event Sponsor is sold, ceases to exist, becomes inoperative; if an Event is delayed, postponed, cancelled or changed for any reason; for acts of nature, mechanical difficulties, acts of God, equipment unavailability, celebrity illness or the like, or for amenities, services and/or facilities not being available due to renovations, strikes, bankruptcy and/or acts of nature. All Event Prizes and Event Tickets are issued subject to terms and conditions of Event Sponsor, which will be listed on the back of the Event Ticket, and subject to the Terms and Conditions herein. Any meals, transportation or accommodation arrangements (or other incidental expenses) made in connection with redeeming will be the sole responsibility of winner. Unless otherwise stated, alcoholic beverages and any applicable taxes and gratuities are not included. If an Event is delayed, postponed, cancelled or changed by the Event Sponsor, a third party, or for

any reason, Sponsor will not offer cash substitution or refunds or be liable in any way for expenses that you incur related to an Event Ticket or prize that has been cancelled by the Event Sponsor, except in its sole and absolute discretion.

Tickets are not redeemable for cash and will not be replaced if lost or stolen. Tickets are subject to issuing company's complete terms and conditions. In the event that any Luke Bryan Farm Tour 2021 concert does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, no additional substitution or compensation will be provided.

Winners are responsible for all federal, state, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sweepstakes Entities and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prizes offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer,

hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL

REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Duluth, Georgia and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Duluth, Georgia. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Duluth, Georgia. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but

specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.agcocorp.com/privacy/>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, send a self-addressed, stamped envelope by August 16, 2021, to: **The Fendt VIP Ticket Promotion for Luke Bryan 2021 Farm Tour Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winners (available after August 16, 2021), send a stamped, self-addressed envelope (no later than September 17, 2021, to: **The Fendt VIP Ticket Promotion for Luke Bryan 2021 Farm Tour Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

SPONSOR: AGCO Corporation, 4205 River Green Parkway, Duluth, GA 30096.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. www.ussweeps.com

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