

The Toro Summer of Stripes Giveaway Official Rules

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.
VOID WHERE PROHIBITED.**

- Sponsor.** This sweepstakes (the “**Promotion**”) is sponsored by The Toro Company (“**Sponsor**”), 8111 Lyndale Avenue South, Bloomington, MN 55420. Sponsor may be contacted at rlc@toro.com.
- Prize.** One (1) individuals shall win one (1) Toro 60V Flex-Force prize pack consisting of one (1) of each of the following: 21 in. Stripe Dual-Blades Self-Propelled Mower - 7.5Ah Battery/Charger Included (21623), 157 mph Brushless Leaf Blower with 4.0Ah Battery (51822), 14 in. / 16 in. Attachment Capable String Trimmer with 2.5Ah Battery (51836), 8 in. Edger Attachment (88710), 10 in. Pole Saw Attachment (88714), Electric Battery Cultivator Attachment (88715), 24 in. Hedge Trimmer – Tool Only (51840T), 16 in. Brushless Chainsaw - Tool Only (51850T), and a Toro Summer of Stripes merchandise box (the “**Grand Prize**”), which has an approximate retail value of \$2,413. Sponsor makes no warranties regarding the Grand Prize. The Grand Prize is not transferable and the winner has no right of substitution (in cash or otherwise). Sponsor may substitute a prize of equal or greater value in the event of unavailability.
- Eligibility.** Open to legal U.S. residents twenty-one (21) years of age or older. Directors, officers, and employees (and their immediate families and household members) of the Sponsor or its subsidiaries are not eligible.
- How to Enter.** Enter from 12:00 a.m. Central Time on May 12, 2023 until 11:59 p.m. Central Time on May 25, 2023 (the “**Entry Period**”): by following @TheToroCompany on Instagram and visiting www.toro.com/summerofstripes (the “**Promotion Site**”) and completing and submitting the online entry form (limit one online entry per person per day). Eligible entrants may enter a valid referral code to receive an additional entry (for a total of two entries per day).
- How a Winner will be Selected.** On or about May 26, 2023, Sponsor will select one potential grand prize winner (“**Grand Prize Winner**”) in a random drawing from all eligible entries.

If Sponsor is unable to contact the potential Grand Prize Winner within seven days of the initial attempt or if the potential Grand Prize Winner fails to comply with these Official Rules, his/her place as a Grand Prize Winner may be forfeited at Sponsor’s discretion and an alternate Grand Prize Winner may be selected through a new random drawing among all remaining eligible entries received during the Entry Period.

If there is a dispute as to the identity of a potential Grand Prize Winner who entered electronically, the winning entry will be deemed to have been made by the authorized account holder of the e-mail address or social media account (whichever is applicable) as of the time of entry.

6. **Odds of Winning.** The odds of winning the Grand Prize depend on the number of eligible entries received during the Entry Period.

7. **Conditions of Participation.** Each person who enters the Promotion (“**Entrant**”) agrees to be bound by these Official Rules, the rules of any website or social media platform used in conjunction with the Promotion, and all decisions of the Sponsor.

If the integrity of the Promotion is compromised or the Promotion becomes impracticable, Sponsor may terminate or modify the Promotion. Sponsor may disqualify any individual who makes a misrepresentation or material omission, or who tampers with the entry process, an entry form, or the administration of the Promotion.

Each Entrant consents to use by Sponsor and its subsidiaries and affiliates of Entrant’s name, photograph, likeness, biography, voice, performance, and/or video (to the extent each such item is available) for advertising and promotional purposes, including in all media now or hereafter known, throughout the universe in perpetuity without additional compensation, notification, or permission, except where prohibited by law.

Unless an Entrant otherwise opts out, Sponsor and its designees may use Entrant’s phone number, physical and/or e-mail address, or any other information submitted by Entrant in connection with the Promotion to contact the Entrant regarding Sponsor’s services and other offers and/or promotions. All entries and other items submitted to Sponsor in connection with the Promotion become the property of Sponsor.

Sponsor reserves the right to disqualify any Entrant whose participation may subject the Sponsor to controversy, negative publicity, scorn, or ridicule.

8. **Winner Notification and Prize Delivery.** Sponsor anticipates that the potential Grand Prize Winners will be contacted by phone, e-mail, or in writing between May 26, 2023 and June 1, 2023 (subject to change). Sponsor may require the Grand Prize Winner to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS form(s) prior to the delivery of any prize (collectively, “**Affidavit**”). If the Grand Prize Winner does not respond to the notification within fourteen (14) days, is found to be ineligible, fails to execute the Affidavit or other documentation required by Sponsor, and/or the Grand Prize is returned as undeliverable, Sponsor may consider such Grand Prize Winner to have forfeited the Grand Prize, and another Grand Prize Winner may be selected. The Grand Prize will be awarded within approximately thirty (30) days of the winner’s complete response to notification.

Sponsor will deliver prize(s) to winner(s) at the Grand Prize Winner's home, unless otherwise specified. All other taxes, fees, and expenses associated with a prize are the sole responsibility of the winner.

9. Winners List. Persons may obtain the name of the Grand Prize Winner by going to the Promotion Site or mailing a self-addressed stamped envelope to the Sponsor. Sponsor will not respond to requests received after June 30, 2023.

10. Disclaimer. Sponsor and its affiliates, subsidiaries, parent corporations, contractors, dealers, distributors, and all of their respective officers, directors, representatives, employees, agents, successors and assigns, as well as any and all internet servers, access provider(s), website owners and operators, and social media platforms used in connection with the Promotion (all the foregoing of which, collectively, are "**Released Parties**") are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions or failures; injury or damage to a computer resulting from participation in this Promotion; inability to access a website or electronically transmit an entry; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entries that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the internet or at any website; printing, typographical, or other errors in these Official Rules, entry forms, or otherwise; or any entries which are late, lost, incomplete, delayed, misdirected, stolen, mutilated, inaccurate, illegible, or arrive postage due, or any combination thereof.

11. Release, Indemnification, and Limitation of Liability. Each Entrant releases and agrees to defend, indemnify and hold harmless the Released Parties from all claims, losses, damage, injury, or death arising out of or related to participation in this Promotion or the awarding, acceptance, use or misuse of the Grand Prize or any other substitute prize. **ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. BY ENTERING THE PROMOTION, EACH ENTRANT WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT.**

Each Entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California (and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release) are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or

suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

12. Disputes/Governing Law/Class Action Waiver. All disputes related to the Promotion are governed by Minnesota law without regard to its conflict of law rules. Any litigation shall take place exclusively in federal or state court in Hennepin County, Minnesota. Entrant waives the right to assert claims against Sponsor in a class action.

13. Requests for Rules. These official rules are available on the Promotion Site or by writing to the Sponsor.