

TSC NEIGHBOR'S CLUB TORO SWEEPSTAKES

Official Rules

1. **NO PURCHASE, SURVEY OR SALES PRESENTATION NECESSARY TO ENTER OR WIN THE "TSC NEIGHBOR'S CLUB TORO SWEEPSTAKES" (THE "SWEEPSTAKES").** A purchase, survey or agreeing to a sales presentation will not improve your chances of winning. OPEN ONLY TO TRACTOR SUPPLY COMPANY NEIGHBOR'S CLUB (THE "NEIGHBOR'S CLUB") MEMBERS WHO ARE LEGAL RESIDENTS OF, AND RESIDING IN, THE CONTIGUOUS 48 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 21 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. Void in Alaska, Hawaii, Puerto Rico, and where restricted or prohibited by law.

Sweepstakes begins June 4, 2023, at 12:00 a.m. Eastern Time ("ET") and ends July 4, 2023, at 11:59:59 p.m. ET ("Sweepstakes Period"). The Sweepstakes is sponsored by **Tractor Supply Company** ("Sponsor"). By entering the Sweepstakes, you accept and agree to be bound by these Official Rules.

2. **ELIGIBILITY:** Employees of Sponsor, The Toro Company ("Prize Partner"), and Mercury Promotions & Fulfillment ("Administrator"), and their respective parents, subsidiaries, and affiliated companies, divisions, suppliers and advertising and promotion agencies, and the immediate family members (i.e. spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household members, whether or not related, of each such employee are not eligible to enter or to win the Sweepstakes. The parties acknowledge that the Sponsor shall not be liable for the reimbursement of any prize or other amounts payable to entrants who are in violation of these eligibility requirements or these Official Rules.
3. **HOW TO ENTER:** During the Sweepstakes Period, an eligible entrant (an "Entrant") must visit www.TractorSupply.com/socialcontest (the "Website") and he/she must complete and submit the registration form including, but not limited to: his/her complete first and last name (no initials), street address (No P.O. Boxes), city, state, ZIP Code, valid e-mail address, and telephone number associated with his/her Neighbor's Club account. All Entrants must check the box agreeing to the Sponsor's privacy policy, the Neighbor's Club Terms and Conditions, confirmation that he/she is at least twenty-one (21) years old, and that he/she has read and agreed to the Official Rules. An Entrant who is not a Neighbor's Club member can only enter this Sweepstakes by becoming a Neighbor's Club member during the Sweepstakes Period provided that he/she does so prior to entry. An Entrant can become a member of the Neighbor's Club by logging on to <https://www.tractorsupply.com/tsc/cms/neighborsclub> and following the directions to register for the Neighbor's Club. There is no cost to becoming a Neighbor's Club member. After completing this process, the Entrant will receive one (1) entry into the Sweepstakes.

Limit one (1) entry per person during the entire Sweepstakes Period. No other form of entry is permitted.

Multiple participants are not permitted to share the same email address. Any attempt by an Entrant to obtain more than one (1) entry throughout the Sweepstakes Period by using multiple/different email addresses, identities, registrations or logins, or any other methods may void your entries and you may be disqualified from the Sweepstakes. Any use of robotic,

repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by you. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. A potential winner may be required to show proof of being the authorized account holder.

In addition, an Entrant must be a Neighbor's Club member when a Prize is awarded. Each Entrant is responsible for having updated and correct contact information in his/her Neighbor's Club account.

- 4. DRAWING AND ODDS OF WINNING:** The Administrator will conduct a random drawing from all of the eligible entries on or about July 6, 2023. The Administrator will randomly draw one (1) potential "Grand Prize" winner, one (1) potential "First Prize" winner, and one (1) potential "Second Prize" winner, as those terms are defined in Rule 5. The Grand Prize, First Prize and Second Prize are collectively referred to as the "Prize(s)."

The odds of winning a Prize depend upon the number of eligible entries received during the Sweepstakes Period.

Each potential winner will be notified by email and/or telephone (at Sponsor's sole discretion), on or about July 6, 2023, at the contact information provided during registration as set forth in Rule 3. Each potential winner will be required to execute an Affidavit of Eligibility and Liability and Publicity Release (except where prohibited), to be returned within five (5) days of the date printed on winner's notification email, or the Prize will be forfeit and, at Sponsor's discretion, an alternate winner will be selected from all remaining eligible entries. Return of a Prize notification as undeliverable, noncompliance with these Official Rules or if Administrator is unable to contact potential winner after three (3) attempts, this may result in a Prize being forfeited and, at Sponsor's discretion, an alternate winner will be selected from all remaining eligible entries.

5. PRIZES (3):

- A. Grand Prize (1):** The "Grand Prize" consists of the following: a Toro 54 in. 24 hp Gas 2022 TimeCutter MyRIDE Zero-Turn Riding Mower (the "Grand Prize Mower") AND a trip for two (2), the winner and his/her guest to Saginaw Bay near Bay City, Michigan arriving on Tuesday, August 8, 2023 and departing on Thursday, August 10, 2023 (the "Trip"). The Trip includes: round trip, coach class air transportation for two (2) from a major commercial airport near the confirmed Grand Prize winner's residence, in Sponsor's sole discretion, to an airport in the Bay City, MI area (which airport will be determined by departure location and availability); three (3) days and two (2) night's accommodations at a hotel selected by Sponsor in its sole discretion (single room, double occupancy); ground transfers to and from the airport to the hotel; a welcome dinner, and a day long private, fishing trip with a professional angler on a Bass Pro Fishing Tour Tournament Lake. Meals outside of welcome dinner would be at winner's expense.

Approximate retail value ("ARV") of the Grand Prize is Twelve Thousand Seven Hundred Ninety-nine Dollars (\$12,799.00) which amount may change subject to the cost of airfare, departure city/flight itinerary and whether or not the Grand Prize winner travels with a guest.

All costs, taxes, fees, and expenses associated with any element of the Grand Prize not specifically addressed above are the sole responsibility of the Grand Prize winner and his/her guest.

Notwithstanding anything else contained in these Official Rules, the Sponsor shall have the right to determine all details of the Grand Prize in its sole discretion. All travel must be round trip. Sponsor will determine airline, itinerary, and hotel and accommodations in its sole discretion. The Grand Prize winner and his/her guest must travel on the same itinerary. If the Grand Prize winner lives within two hundred (200) miles of Bay City, Michigan area as determined by the Sponsor, the Grand Prize winner and his/her guest must arrange for their own transportation to the destination. In such case, the Sponsor will provide the Grand Prize winner with Six Hundred Dollars (\$600) in the form of a check made payable to the Grand Prize winner as reimbursement for cost of this travel. Any difference in value will not be awarded to the Grand Prize winner. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract.

All travel is subject to availability and Sponsor's approval. If the Grand Prize winner is unable to fulfill the Grand Prize during the above stated time period, Grand Prize winner forfeits the Grand Prize in its entirety and Sponsor may select an alternate Grand Prize winner from the pool of eligible entries. All travel dates will be determined by the Sponsor, and once made travel dates may not be altered except by Sponsor. Some restrictions may apply. The Grand Prize winner and his/her guest are responsible for all travel expenses not included herein, including but not limited to ground transportation, gratuities, meals, parking fees, in-room charges at the hotel (e.g., mini-bar, movies), telephone calls, meals, beverages, upgrades, personal incidentals, amenities and any other fees and expenses not specifically mentioned in these Official Rules. The Grand Prize winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card. The Grand Prize winner and guest are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Once the guest is selected by the Grand Prize winner, a guest may not be substituted, except at the Sponsor's sole discretion. The Grand Prize winner and guest are solely responsible for obtaining any identification documents necessary for domestic travel.

The guest of the Grand Prize winner must be at least twenty-one (21) years of age or older. Each guest must sign a Liability and Publicity Release. If the Grand Prize winner's guest fails to return such documents within date and/or time indicated within such documents, then such guest may not be allowed to participate in the Grand Prize.

The Grand Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the Grand

Prize (or a component thereof) for one of equal or greater value if the designated Grand Prize should become unavailable for any reason. Grand Prize cannot be transferred, substituted, or redeemed for cash except at Sponsor's sole discretion. The Grand Prize winner will not receive any payment or other consideration if he/she elects to take the Grand Prize without a guest. The Grand Prize winner will not receive difference between actual and ARV of the Grand Prize.

Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable due to weather or for any reason. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the Grand Prize winner/guest aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element or detail. The hotel and/or the Fishing Trip organizer have the right to remove or to deny entry to the Grand Prize winner and/or guest if either he/she violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten, or harass any other person. The Grand Prize winner and guest must comply with all terms and conditions established by the fishing trip organizer and must sign all documents required by the Trip organizer.

NOTE: If due to COVID-19 or other similar restrictions, air travel or the fishing trip is cancelled or postponed, then Sponsor may postpone and/or cancel the trip. If the trip is cancelled or postponed, the Sponsor may adjust the amount and type of Grand Prize to be awarded or not award any Grand Prize.

B. First Prize (1): "First Prize" is a 30 in. TimeMaster 223cc Gas-Powered w/ Self-Propelled Personal Pace Lawn Mower. ARV of the First Prize is One Thousand Four Hundred Ninety-nine Dollars (\$1,499.00)

C. Second Prize (1): "Second Prize" is a prize package consisting of all of the following items: (a) 110 MPH/565 CFM 60V Max Lithium-Ion Cordless Brushless Leaf Blower, 2.0Ah Battery and Charger Included, (b) 16 in. Cordless 60V MAX Flex-Force Brushless 14 in./16 in. String Trimmer, Battery and Charger Included, and (c) a 16 in. 60V Cordless Max Lithium-Ion Chainsaw, 2.0Ah Batteries and Charger Included, Brushless Motor. The ARV of the Second Prize is approximately Seven Hundred Fifty Dollars (\$750).

Total ARV of all Prizes is Fifteen Thousand Forty-eight Dollars (\$15,048).

Allow at least twelve (12) weeks for delivery of the Grand Prize Mower, First Prize and/or Second Prize. The Grand Prize winner, First Prize winner, and Second Prize winner each agree to accept the Prize "as is", and winners hereby acknowledge that Released Parties, defined below, have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including express warranties (if any) provided exclusively by a Prize manufacturer that are sent along with the Prize.

Any depiction of a Prize or any element thereof in promotional and advertising materials in connection with the Sweepstakes is for illustrative purposes only and may not be the actual prize awarded.

Each Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Each Prize may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed.

No more than three (3) Prizes, one (1) Grand Prize, one (1) First Prize and one (1) Second Prize will be awarded in this Sweepstakes.

All costs, fees, federal, state and local taxes, if any, and expenses associated with any element of a Prize are solely the responsibility of each winner. Administrator will issue an IRS Form 1099-MISC to each winner.

6. GENERAL CONDITIONS/DISCLAIMER: By entering or participating in this Sweepstakes, Entrants: (a) agree to these Official Rules and the decisions of the Sponsor and the Administrator, which shall be final and binding in all matters relating to the Sweepstakes; and (b) agree to indemnify, defend and hold harmless Released Parties from and against any injuries, claims, damages, or losses of any kind that arise from or are sustained in connection with acceptance or use/misuse of a Prize or from participation in the Sweepstakes. Sponsor, Prize Partner, Administrator, and their respective parents, subsidiaries, affiliates, divisions, dealers, dealer associations, representatives, suppliers, retailers and advertising and promotion agencies; and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") are not responsible for mechanical, technical, printing, typographical, human, or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, the processing of entries, deletions, defects, phone transmissions or delayed telephone lines or in operations or transmission of information, in each case whether arising by the way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Sponsor reserves the right to cancel, terminate, suspend, and/or modify the Sweepstakes, or any part of it, if any error, fraud, technical failures or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor may, at its sole discretion, conduct a random drawing to award the applicable Prize using all eligible, non-suspect entries received for the drawing as of the action requiring such termination. Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process and void all associated entries. Sponsor and its Administrator may prohibit you from participating in the Sweepstakes and void all associated entries, at their sole discretion, if you disregard these Official Rules or act: (a) in a manner they determine to be not fair or equitable; (b) with an intent to annoy, threaten, or harass any other Entrant or the Sponsor; (c) in any other disruptive manner; or if you are otherwise not in compliance with these Official Rules. Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

7. DISPUTES: Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Tennessee (Southern Division) or the appropriate Tennessee State Court located in Williamson County, Tennessee; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under

no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee. Entrants agree that the statute of limitations for asserting any claims with respect to this Sweepstakes shall be no longer than a period of one (1) year from the time the cause of action accrued, or the cause of action shall be forever barred.

- 8. PRIVACY POLICY:** Any personal information collected during an Entrant's participation in this Sweepstakes will be collected by Sponsor or its agent and used by Sponsor and its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at https://www.tractorsupply.com/policies-information_customer-solutions_tsc-privacy-policy?cm_sp=footer-_-navigation-_-privacy+policy.
- 9. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, as applicable, Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right, where lawful, to use his/her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the Internet, without notice, review or approval and without additional compensation except where prohibited by law. **IF ENTRANT IS CHOSEN AS A WINNER, ENTRANT'S PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING ENTRANT'S NAME ON A WINNER LIST.**
- 10. WINNERS LIST:** You may obtain the name of the winners (available after July 4, 2023) by sending a self-addressed, stamped envelope by August 31, 2023 to:
- TSC Neighbor's Club Toro Sweepstakes Winner List
35610 Mound Road
Dept. 900
Sterling Heights, MI 48310-4725
- 11. SPONSOR:** Tractor Supply Company, 5401 Virginia Way, Brentwood, TN 37027.