

**2025 Kubota Hometown Proud® Contest
Official Rules**

- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The 2025 Kubota Hometown Proud® Grant Program Contest (“Contest”) is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older as of the date of entry, who are designated representatives of 501(c)(3) nonprofit organizations, where the 501(c)(3) nonprofit organization is in viable financial standing (as determined by Sponsor in its sole discretion) and the project discussed in the entry is located within 50 miles of an authorized Kubota dealer to qualify. Employees, officers and directors of Kubota Tractor Corporation (“Sponsor”), previous 2021, 2022, 2023, and 2024 winners, Realtime Media LLC (“Administrator”) and their respective parent companies, dealers, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Contest Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not), are not eligible to participate in the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. All federal, state and local laws and regulations apply. By participating in the Contest, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Contest, selection of the winning Entries, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Contest begins at or about 9:00:00 a.m. Central Time (“CT”) on April 3, 2025 and ends at 11:59:59 p.m. CT on July 31, 2025 (the “Contest Period”). The Contest Period is comprised of phases as set forth below:
 - **Contest Entry Period:** 9:00:00 a.m. CT on April 3, 2025 and ends at 11:59:59 p.m. CT on May 9, 2025.
 - **Judging Period:** 12:00:00 a.m. CT on May 10, 2025 and ends at 11:59:59 p.m. CT on July 31, 2025.
 - **Winner Announcement:** Winners will be announced on or around September 1, 2025.

The designated computer clock of the Sponsor is the official time-keeping device in the Contest.

3. **HOW TO PARTICIPATE:** During the Contest Period, visit www.kubotahometownproud.com (“Website”) and complete and submit an official entry form, including executive officer’s full name, address of project, address of nonprofit (no P.O. Boxes), email address, phone number, date of birth, and select your region (“Region”) from the drop-down list. Then, follow the instructions to answer two (2) essay questions of up to two thousand (2,000) characters including spaces each describing an upcoming necessary or desired community project, on behalf of the applicable 501(c)(3) nonprofit organization and provide the project site. The project site must be located within 50 miles of an authorized Kubota dealer to qualify. You must also upload a video of less than two (2) minutes, representing who you are and what your organization and project is about. By taking the steps above, you will receive one (1) entry into the Contest, subject to the limit below. Any video uploaded as part of

an entry must be in one of the following file formats: : mpeg, mov, ogv, webm, with a max file size of 270MB. A link to an already published video on YouTube or Vimeo is also acceptable. Any essay submitted as part of your entry must not exceed 300 words. (collectively, your "Entry") will be included in the Contest, subject to the limit below.

Entrant must have approval from any persons (parent/legal guardian of any minor[s]) appearing in the Entry and any person(s) who recorded the Entry, if that person is not the entrant, and be able to provide express written consent for every such person appearing or heard in the Entry to Sponsor and/or Administrator if requested

The Contest Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) entry per nonprofit organization. Attempts made by the same entrant to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address, provided that person is eligible. Any potential winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. REQUIREMENTS OF ENTRIES: Entries must comply with the following:

- Must be in the English language.
- Must have approval from any persons (parent/legal guardian of any minor[s]) appearing in the Entry and any person(s) who recorded the Entry, if that person is not the entrant, and be able to provide express written consent for every such person appearing or heard in the Entry to Sponsor and/or Administrator if requested.
- Must include an up to a 2,000-character count including spaces per essay explaining an upcoming necessary or desired project, located 50 miles from an authorized Kubota dealer, on behalf of the applicable 501(c)(3) nonprofit organization.
- Must include an up to a 2,000-character count including spaces per essay explaining the nonprofits' connection or affiliation to the sponsor's brand, either through equipment needed in the project and/or relationship to an authorized Kubota dealer.
- The video must be up to 2 minutes explaining who you are and what the project is about.
- Any video uploaded as part of an Entry must be in one of the following file formats: mpeg, mov, ogv, webm, with a max file size of 270MB, or a link to a pre-published video linked from YouTube or Vimeo.
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include any personally identifiable information;

- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, with respect to the Sponsor's trademarks, entrant a limited license to use for purposes of this Contest. Sponsor reserves the right to ask the entrant to create a new video, edit it, or blur out logos/trademarks in the video;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry was created.

By submitting an Entry, you represent and warrant that your Entry is original to you, that the Entry has not been previously published, has not won previous awards and that neither it nor its contents infringe upon or violate the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Contest that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

5. JUDGING PERIOD: During the Judging Period a panel of qualified judges determined by Sponsor, in its sole discretion, will score each eligible entry up to the maximum number of points allowed, to determine the one (1) top-scoring entry per Region for a total of ten (10) total top-scoring entries. Judging will be based on the following criteria:

- 40% Impact on community: Sponsor will review the overview of the nonprofit, its role in the community, the project that the prize would help fund, and impact that the project will have on the community.
- 40% Connection to the Kubota brand: Sponsor will review how the nonprofit would use the prize funds and equipment voucher for the project and/or any connections to the local Kubota dealer.
- 20% Video showing nonprofit mission and/or community project.

The ten (10) entries (one [1] per Region) with the highest scores as determined by Sponsor in its sole discretion, will be the potential winners of the Contest as determined by the Sponsor

and outlined below. In the event there are any ties, the tied Entries will be reviewed by an additional tie-breaking judge, based on the criteria above. If any entry is found to be ineligible or does not comply with these Official Rules, the entry will be disqualified and the entry with the next highest score will be named the winner of the applicable prize. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection.

Sponsor reserves the right not to award all prizes or to choose fewer than one (1) winner per Region if, in its sole discretion, it does not receive a sufficient number or quality of eligible and qualified entries for a specific Region.

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners of the advertised number of prizes available may be selected by using the judging process outlined above among any entrant making purportedly valid claims for such prize. Inclusion in such process shall be each entrant's sole and exclusive remedy under such circumstances.

- 6. WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winners will be notified via email (or other contact information) using the information provided on the entry form in a commercially reasonable time after the determination of the winners. The Contest Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in entrant's email or other account to receive messages. Contest Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon sending of an email. If a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit that prize and an alternate winner may be selected from among all remaining eligible entries. As part of the winner notification process, the potential winner will be required to complete and submit a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within five business (5) days of date of notification, as a condition of receiving a prize. If any potential winner fails or refuses to sign and return the Declaration within the required time period or if the Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and an alternate will be selected, up to three (3) alternates after which the applicable prize will remain un-awarded. Potential winner becomes a "winner" only after verification of eligibility by Sponsor.

Parents or legal guardians of any prize winner under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Declaration in order for the prize winner to be qualified to receive his or her prize.

- 7. PRIZES/PRIZE RESTRICTIONS:** The prizes to be awarded in this Contest are:

TEN (10) GRAND PRIZES: Each "Grand Prize" is a check in the amount of \$25,000 and a Kubota equipment voucher valued at \$25,000 to be redeemed at an authorized participating Kubota dealer, that is valid to purchase Kubota equipment for the project. Equipment voucher to be used within one year and can be applied to inventory in the dealer's stock or that can be ordered by the dealer within a one-year time frame. Each Grand Prize will be issued to the nonprofit organization and not to any individual. Approximate Retail Value ("ARV") of each Grand Prize: \$50,000.

Total ARV of all prizes available in the Contest: \$500,000.

Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject to applicable rules and restrictions. In the event that Sponsor is unable to

provide a prize or prize component, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes received, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor as of the time these Official Rules are printed and may fluctuate. The value of the Grand Prize will be reported for tax purposes as required by law. Each winner will be required to provide Sponsor with the nonprofit organization's valid 501(c)(3) nonprofit organization IRS designation letter and valid employment identification number ("EIN") before the prize will be awarded for tax reporting purposes. If applicable, an IRS Form 1099 will be issued in the name of nonprofit organization for the actual value of the prize received. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Contest Parties are not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Contest Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated number of prizes will be awarded. The Contest Parties are not responsible for, and winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Contest-related correspondence or material. Limit of one (1) prize per person and per nonprofit organization. Sponsor will attempt to fulfill all properly-claimed prizes (check and equipment voucher) within approximately four (4) to six (6) weeks after winner verification.

- 8. GENERAL:** Subject to applicable law, each entrant hereby expressly grants to the Contest Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, Entry, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of their prize. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each entrant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each entrant of an entry hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of entrant, of an entry's name, likeness or voice under contract, tort or any other theory of law. The Contest Parties do not assume any responsibility for any disruption in the Contest, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest.
- 9. CONDUCT:** The Contest Parties are not responsible for the actions of entrants in connection with the Contest, including entrants' or voters' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. The Contest Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual

if the individual is found to be, or suspected of, acting in any manner deemed by the Contest Parties to be in violation of the Official Rules, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry or voting process or the operation of the Contest, and void all associated Entries, votes, and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. WAIVERS AND DISCLAIMERS: The Contest Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, votes, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries or votes, social networking posts, or registrations, the announcement of the prizes, or in any other Contest-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Contest Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If terminated, the Contest Parties will award the prizes in a manner consistent with the judging process above from among all non-suspect, eligible Entries received for the Contest up to the time of such action.

11. RELEASES: All entrants, as a condition of participation in this Contest, release, discharge, indemnify and hold harmless the Contest Parties and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Contest (including travel to/from any Contest activity), (ii) the receipt, ownership, use or misuse of any prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize.

12. 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 Contest will be governed by and construed in accordance with the internal laws of the State of Texas, 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 CONTEST, 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 CONTEST, 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.

- 13. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Texas 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 Contest 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 the State of Texas. 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 the State of Texas. 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.
- 14. ENTRY INFORMATION AND CONTEST COMMUNICATIONS:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address, Entry, and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. By participating in the Contest, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.kubotausa.com/privacy-policy/kusa-online-privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration 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 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, privacy policy or terms of use on any website, social media platform

or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

- 16. WINNERS LIST:** To receive a list of the winners, send a #10 self-addressed, stamped envelope for receipt by November 1, 2025 to: 2025 Kubota Hometown Proud® Contest - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** Kubota Tractor Corporation, 1000 Kubota Dr, Grapevine, TX 76051. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.
- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.