



## **SPARTAN Mow With Us, Grow With Us Contest (“Sweepstakes”)**

11/1/2018

### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN.

A MOWER OR ACCESSORIES PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Sponsor: Spartan Mowers, 1 Bad Boy Blvd, Batesville, AR 72501

Administrator: Spartan Mowers, 1 Bad Boy Blvd, Batesville, AR 72501

**Eligibility:** The SPARTAN Mow With Us, Grow With Us Contest (“Sweepstakes”) is open to legal residents of the 50 United States (including the District of Columbia age 18 or older at time of entry. Employees of the Sponsor and its respective parent companies, subsidiaries, affiliates, Spartan dealers, advertising and promotion agencies (collectively, “Sweepstakes Entities”), and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Sweepstakes governed by U.S. law. Sweepstakes is subject to all applicable federal, state, provincial and local laws and regulations. Sweepstakes Entry Period: Sweepstakes begins at 12:00 a.m. Central Time (“CT”) on October 17, 2018, and ends at 11:59pm CT on March 22, 2019 (“Sweepstakes Entry Period”).

All eligible entries received during the Sweepstakes Entry Period will automatically be entered in the Grand Prize drawing. **How to Enter:** To be eligible to win a person must test drive a Spartan mower at a Spartan Dealership. Spartan Dealer then must register the driver via [spartanmowers.com](https://spartanmowers.com). To find a Spartan authorized dealer near you, go to <https://spartanmowers.com/dealer/locator/>. After your test ride, your Test Ride Entry will automatically qualify you for the Grand Prize drawing. Limit one (1) Entry per person regardless of entry method. Multiple entries from any person using different identity or through the use of any robotic device or artifice to enter multiple times for an individual, or if the Sponsor suspects any individual submitted an entry not according to the entry methods mentioned above, such entries will be deemed invalid. Sponsor is not responsible for lost, late, stolen, damaged, misdirected, altered, illegible or corrupted entries. All entries become the property of Sponsor and will not be returned or acknowledged. One (1) Grand Prize winner will receive a 2019 RT Pro 61” lawn mower powered by Briggs and Stratton®. Grand Prize winner will be notified when the prize is available for pick up, which may take up to 120 days from date of order. Grand Prize winner must pick up prize at a Spartan Mowers authorized dealer closest to winner’s primary residence (as determined by the Sponsor).

Winner is responsible for any expenses and costs in connection with the prize not expressly described herein as being awarded including, without limitation, the following: (i) all income, federal, state/provincial and local taxes; (ii) any travel/shipping costs associated with transportation to and from winner's residence and dealership, and/or (iii) any additional expenses associated with prize acceptance and use not described herein as being awarded. Winner may also upgrade the mower and pay the difference in price. Mower cannot be exchanged for monetary value. Grand Prize winner must pick up the prize from the dealer designated by Sponsor within 60 days of notification. If the prize is not picked up within 60 days of the notification date, the winner shall bear any risk of loss or damage to the prize, and after 60 days the prize may be forfeited by the winner. If the prize is forfeited by the winner, the prize will not be awarded to an alternate winner. The Sponsor reserves the right to substitute a similar lawn mower of comparable value if specified lawn mower is not available. Sponsor is not responsible for delays in delivery of any prize. Upon delivery of the prize to the dealership, Sponsor will be deemed to have awarded the prize to the winner with winner assuming full responsibility to procure the prize directly from the dealership. Grand Prize winner must sign a release of liabilities and an Affidavit/Declaration of Eligibility and Liability and a Publicity Release ("Affidavit") prior to receiving prize. Prizes are non-transferable prior to award. No cash equivalent is allowed. All winners acknowledge that the Sponsor and all other businesses concerned with this Sweepstakes and their agents are not responsible for any representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of prize. Grand Prize shall be subject to manufacturer's standard warranty. Total ARV of all prizes: \$7499 MSRP.

Odds of winning a Grand Prize depend on the number of all eligible Entries received during the Sweepstakes Entry Period. Prize Notification: Each potential winner will be notified by email, telephone and/or mail within two (2) business days after the drawing. If potential Grand Prize winner is from the United States (or the District of Columbia), he/she will be required to execute and return an Affidavit within seven (7) days of date specified on notification or he/she will be disqualified, and an alternative winner will be selected. In addition, if Grand Prize winner originates from 50 United States (or the District of Columbia), in order to claim the prize, he/she will be required to furnish his/her Social Security number to the Administrator and an IRS Form 1099 will be filed in the name of the winner for the value of the prize. If the potential Grand Prize winner is from Canada, he/she will be required to complete, sign and return a Declaration of Eligibility, Liability Release and Publicity Release ("Declaration") within seven (7) days of date specified on notification. If Affidavit or Declaration is returned as undeliverable, it will result in disqualification, and the Grand Prize will be awarded to an alternate winner. Attempts will be made to notify up to five (5) alternate potential winners, after which the forfeited prize will not be awarded. If winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, winner's parent or legal guardian is required to execute Affidavit/Declaration on minor's behalf.

Consent and Release: Entry and acceptance of prize constitutes permission for Sponsor (except where prohibited by law) to use each winner's name, prize won, statement, hometown and likeness for promotional purposes without further compensation, permission or notification. Participating entrants agree to these Official Rules and the decisions of the Sponsor and Administrator, and release the Sweepstakes Entities, and their respective parent companies, affiliates and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation, acceptance and use or misuse of prize. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or redemption or use/misuse of the prize. 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 Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, satellite or equipment failure, riot or civil disturbance, or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control, Sponsor shall have the right to terminate the Sweepstakes.

By participating, entrants agree that any and all disputes arising out of or relating in any way to this Sweepstakes shall be litigated only in courts sitting in Batesville, Arkansas, U.S.A. Arbitration: Entrants waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding

arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the state of Arkansas.

Disclaimers: Entrants are subject to all notices posted online including but not limited to privacy policy. In the event of a dispute as to any Entry submitted, Entries submitted will be deemed made by the authorized account holder of the email address at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning email addresses for the domain associated with the submitted email address. Proof of being the authorized account holder may be required. The Sponsor is not responsible for: (i) human or technical error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for 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; (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes; or (iii) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes. By participating in the Sweepstakes, entrants (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 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: permanently disqualify from any person it believes has intentionally violated these Official Rules; and terminate the Sweepstakes if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), or to select winners from among all eligible Entries received prior to termination. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL & 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.**

Any entry information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by entrants at the time of the entry, with these Official Rules and with the Sponsor's privacy policy located at [spartanmowers.com](http://spartanmowers.com).