

The Toro Dingo TX 1000 TURBO 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.**

1. **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.

2. **Prizes.** One person shall win one (1) Dingo TX 1000 TURBO (the “Grand Prize”), which has an approximate retail value of \$32,400. 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.

3. **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 any of its subsidiaries, along with any Sponsor dealers, their directors, officers, and employees (and their immediate families and household members,) and any Sponsor rental stores or rental representatives, their directors, officers, and employees (and their immediate families and household members) are not eligible.

4. **How to Enter.** Enter from 12:00 p.m. Central Time on October 14, 2024, until 11:59 p.m. Central Time on December 31, 2024 (the “**Entry Period**”) by visiting one of the following:

- Equip Expo in Louisville, KY 10/16/24 – 10/18/24
- Enter to win online at <https://www.toro.com/en/turbole> 10/07/24 – 12/31/24

(each, a “**Promotion Site**”), completing and submitting the entry form (limit one online entry per person). Incorrect, illegible, corrupt, and incomplete entries are void. Entrants must also complete a short on-line questionnaire in order to enter a chance to win the Grand Prize.

5. **How a Winner will be Selected.** On or about January 15, 2025, Sponsor will select one potential prize winner (“**Grand Prize Winner**”) in a random drawing from all eligible entries.

If Sponsor is unable to contact the potential Prize Winner within seven (7) days of the initial attempt or if the potential Prize Winner fails to comply with these Official Rules, his/her place as a Prize Winner may be forfeited at Sponsor’s discretion and an alternate 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 Prize Winner who entered, the winning entry will be deemed to have been made by the name on the submitted entry form as of the time of entry.

6. **Odds of Winning.** The odds of winning a 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 Prize Winner will be contacted by phone, e-mail, or in writing between January 16, 2025 and January 23, 2025 (subject to change). Sponsor may require the Prize Winner(s) 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 Prize Winner does not respond to the notification within seven (7) days, is found to be ineligible, fails to execute the Affidavit or other documentation required by Sponsor, and/or the Prize is undeliverable, Sponsor may consider such Prize Winner to have forfeited the Prize Package, and another Prize Winner may be selected. The Prize Package will be awarded within approximately thirty (30) days of the winner’s complete response to notification.

Sponsor will deliver the Grand Prize to a Sponsor dealership. Sponsor will use its commercially best efforts to deliver the Grand Prize to the dealership located within a close proximity to the Grand Prize Winner. The Grand Prize Winner will be responsible for picking up and transporting the Grand Prize. All other taxes, fees, and expenses associated with a prize are the sole responsibility of the Grand Prize Winner.

9. **Winners List.** Persons may obtain the name of the Prize Winner(s) by following the Sponsor on social media channels (Facebook, Instagram and X) or mailing a self-addressed stamped envelope to the Sponsor. Sponsor will not respond to requests received after March 31, 2025.

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 located here: _____ or by writing to the Sponsor.