Official Rules

"Toro 2021 Landscape Contractor New Product Launch" Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE THE CHANCES OF WINNING.

Sponsor: The Toro Company ("Toro"). Toro may be contacted at: RLC@toro.com

Overview:

Toro is launching new products via a virtual event. For those who register to attend the event will get an opportunity to win a new Z Master 4000 mower.

Prize:

Toro will randomly select one winner. The winner will receive a Toro Z Master 4000 HDX with MyRide (model 74055). MSRP of \$12,370

Eligibility and General Terms:

The "Toro 2021 Landscape Contractor New Product Launch" contest (the "Contest") is open to residents of the U.S. who are 18 years of age or older. Contest is void where prohibited by law. Employees of Toro, Toro distributors, Toro dealers, and their families are not eligible to participate in the contest. All applicable federal, state, and local laws and regulations apply.

Contest Entry Period:

The Contest begins October 6, 2020 at 8:00 am CDT and ends at 11:59 pm CDT on October 14, 2020 (the "Entry Deadline"). All entries must be submitted by the Entry Deadline. Entries will be randomly selected by Toro marketing personnel. The winners will be contacted at the event on October 15th.

How to Enter:

You must register to attend the virtual PRO event. Toro will not be held responsible for incomplete, incorrect, or late Entries. By participating, entrants agree to be bound by these official rules.

Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that...

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;

- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains materials embodying the names, likeliness, or other indicia identifying any
 person, including, without limitation, celebrities and/or other public figures, living or dead,
 without permission;
- Contains look-alikes of celebrities or other public or private characters, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate;
- Violates any law.

Entries must be original and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these official rules, including, without limitation, name or likeness permissions from any person who appears in or is identifiable in the entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render the entry null and void. By submitting an entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the entry consent to the submission and use of the entry in the sweepstakes and to its use as otherwise set forth herein. Sponsor reserves the right, in its sole discretion, to verify any element of any entry or related materials and to disqualify any entrant whose participation may subject the Promotion, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule.

By submitting an Entry, each entrant:

- Irrevocably grants Toro the royalty-free license throughout the world to use, re-use, copy, publish, republish in whole or in part, edit, add to, modify, and rearrange the contents of the Entry in all media, including without limitation, to edit, rearrange, and/or copy the Entry for use in the promotion of Toro's products and services without further permission, consideration or payment to the entrant, except where prohibited;
- 2. warrants and represents that the entrant is the sole creator and copyright owner of the Entry and that use by Toro of the Entry as described in these rules will not violate any law or infringe upon any right or interest of any third party;
- 3. agrees to all the terms and conditions of these rules, to be bound by these rules and the decisions of Toro and the Contest judges; and
- 4. releases Toro and its affiliates, subsidiaries, divisions, advertising and promotional agencies and their respective officers, directors and employees from any and all liability

- with respect to or arising out of participation in the Contest, or the acceptance, use, misuse or possession of any prize or the loss or misdirection of any prize.
- 5. All individuals described in the Entry must be at least 18 years of age. Only the person(s) identified as WINNER will be eligible for any prize offered in this contest. Entries will not be acknowledged or returned. Toro reserves the right to reject any or all Entries that, in Toro's sole discretion, describe the use of a product in an unsafe manner or are otherwise inappropriate.

How a Winner will be Selected

On October 15, 2020, Sponsor will select one winner in a random drawing from all eligible entries.

If Sponsor is unable to contact the potential winner within fourteen days of the initial attempt or if the potential winner fails to comply with these Official Rules, his/her place as winner may be forfeited at Sponsor's discretion and an alternate 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 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.

Odds of Winning:

The odds of winning the prize(s) depend on the number of eligible entries received during the Entry Period.

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 physical and/or e-mail address 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.

1. Winner Notification and Prize Delivery. Sponsor anticipates that the potential winners will be contacted by phone, e-mail, or in writing between June October 15, 2020 and October 31, 2020 (subject to change). Sponsor may require the 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 winner(s) 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 prize(s) is returned as undeliverable, Sponsor may consider such winner(s) to have forfeited the prize(s) and another winner(s) may be selected. The prize(s) will be awarded in January 2021 (when production is available) of the winner's complete response to notification.

Sponsor will ship prize(s) to winner(s) home or address listed. All other taxes, fees, and expenses associated with a prize are the sole responsibility of the winner.

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. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Toro and not to Facebook. The information you provide will only be used for Toro contest and promotional purposes.

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.

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.

Requests for Rules:

These official rules are available on the Promotion Site or by writing to the Sponsor.