

**BOSS SNOWPLOW SHOVEL GIVEAWAY**  
**Official Rules**

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**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 BOSS Snowplow division of The Toro Company (“**Sponsor**”), 2010 BOSS Way Iron Mountain, MI 49801. Sponsor may be contacted at [bossowners@bossplow.com](mailto:bossowners@bossplow.com).
- 2. Prize.** Three (3) persons shall win a BOSS Snow Plow Snow Pusher Shovel (the “**Grand Prize**”), which has an approximate retail value of \$42.67. Sponsor makes no warranties with regard to the Grand Prize. The Grand Prize is not transferable and the winner has no right of substitution (in cash or otherwise). Sponsor reserves the right to substitute a prize of equal or greater value in the event of unavailability.
- 3. Eligibility.** The BOSS Snowplow Shovel Giveaway (the “Promotion”) is open to only those who sign up at the online promotion page. Entry is open to legal residents of the United States who are at least twenty-one (21) years of age at the time of submission of their Promotion entry form/submission. Directors, officers, and employees (and their immediate families and household members) of the Sponsor or its subsidiaries or affiliates are not eligible to enter.
- 4. How to Enter.** Enter from 8:00 a.m. Central Time on February 13, 2017 until 5:00 p.m. Central Time on February 17, 2017 (the “**Entry Period**”) online, by visiting [http://info.bossplow.com/boss-shovel-giveaway?hs\\_preview=mDnkbpVv-4815590015](http://info.bossplow.com/boss-shovel-giveaway?hs_preview=mDnkbpVv-4815590015) (the “**Promotion Site**”) and completing and submitting the online entry form (limit one online entry per person per day). Incorrect, illegible, corrupt, and incomplete entries are void.
- 5. How a Winner will be Selected.** On or about February 20, 2016 Sponsor or its designee will select three prize winners (“**Prize Winner**”) in a random drawing from among all eligible entries received during the Entry Period.

If Sponsor is unable to contact any potential Prize Winner within fourteen days of the initial attempt or if a 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.

In the event of a dispute as to the identity of a potential Prize Winner who entered the Promotion via e-mail, the winning entry will be declared to have been made by the

Authorized Account Holder of the e-mail address as of the time of entry. “**Authorized Account Holder**” is defined as the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization (e.g., business, educational, institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Such Authorized Account Holder will be required to comply with these Official Rules.

If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

**6. Odds of Winning.** The odds of winning the Grand Prize depend on the number of eligible entries received during the Entry Period.

**7. Conditions of Participation.** Each person who enters into 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, whose decisions will be final.

If, for any reason, the fairness or integrity of the Promotion becomes compromised, or the Sponsor’s administration or fulfillment of the Promotion becomes impracticable, Sponsor reserves the right to terminate or modify the Promotion. Sponsor further reserves the right to disqualify any individual who does not comply with the Official Rules, makes a misrepresentation on his or her entry form, makes a misrepresentation or material omission in any other information provided to Sponsor in connection with the Promotion, or 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, entry form, photograph, likeness, biography, voice, performance, and/or video (to the extent each such item is available) for advertising and promotional purposes, including in any and 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.

**8. Winner Notification and Prize Delivery.** Sponsor anticipates that the potential Prize Winner will be contacted either by phone, e-mail, or in writing between February 20, 2017 and February 25, 2017 (subject to change). Sponsor may require the Prize Winner to execute an affidavit or affirmation of eligibility, publicity release (except

where prohibited), liability waiver and/or IRS Form W-9 prior to the delivery of any prize (collectively, “**Affidavit**”). If the Prize Winner 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 is returned as undeliverable, Sponsor may consider such Prize Winner to have forfeited the Prize, and another Prize Winner may be selected. The Prize will be awarded within approximately thirty (30) days of the winner’s complete response to notification.

Sponsor will deliver prize(s) to winner(s) at place listed on entry form. All other costs, taxes, fees, and expenses associated with a prize, or the acceptance and use of any element of a prize not specifically addressed above, are the sole responsibility of the winner.

**9. Winners List.** Beginning on or about February 28, 2017 persons may obtain the name of the Prize Winners by going to the Promotion Site or mailing a self-addressed stamped envelope to: BOSS Snowplow Shovel Giveaway – Winners List, 2010 BOSS Way Iron Mountain, MI 49801. Sponsor will not respond to requests received after March 30, 2017.

**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; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to Entrant’s or any other person’s computer relating to or 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, human or other errors in these Official Rules, entry forms, or otherwise; and 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.** By entering into the Promotion, each Entrant agrees, on behalf of Entrant and Entrant’s heirs, next of kin, executors, administrators, successors and assigns, that Entrant releases and agrees to defend, indemnify and hold harmless the Released Parties from any claim, damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate 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, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.**

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.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Entrant or the Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of Minnesota. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Hennepin County, Minnesota, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of Minnesota.

**13. Requests for Rules.** These official rules are also available on the Promotion Site or by writing to BOSS Snowplow Shovel Giveaway- Rules Request, 2010 BOSS Way Iron Mountain, MI 49801.