



Anniversary 4-H Giveback Challenge

CONTEST RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

Western Implement has nominated local 4-H groups they have supported over the years to be voted on subject to these rules.

1. Eligibility: This Campaign is open only to those voters who sign up at 4h.westernimplement.com and in store at either the Grand Junction Western Implement or the Montrose Western Implement. The Campaign is only open to legal residents of the United States. Employees of Western Implement, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law.

2. Agreement to Rules: By participating in the Campaign, You agree to be fully and unconditionally bound by and to accept these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Western Implement as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Votes will be accepted online and in stores starting November 14, 2019 at 10:00 AM MST and ending on December 18, 2019 at 11:00 PM MST.

4. How to Vote: The Campaign must be entered by submitting a vote using the online form provided at 4h.westernimplement.com or by voting at one of two Western Implement locations in Grand Junction or Montrose. Votes placed in the store will be done with a Western Implement wooden nickel. Each wooden nickel vote cast will count as 2 votes. Your vote must fulfill all Campaign requirements, as specified, to be eligible to be counted. You may vote once per day per voting platform. You must provide the information requested. You may use only one email address to vote during the Campaign. For votes submitted online, votes will be deemed by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Any automated or computer generated entries, fake or duplicate identities, spam, or improper techniques (as determined by Western Implement) will be disqualified. Western Implement reserves the right to disqualify any participant who acts in a disruptive, harassing, vulgar, or unsportsmanlike manner, as determined by Western Implement in its sole discretion.

6. Prizes: The Winner(s) of the Campaign (the "Winners") will receive \$6,000. The specifics of the proceeds to be donated to nominees shall be solely determined by Western Implement. Western Implement will not be responsible for failure to supply the prize(s) by reason of any force majeure events, such as acts of God, war, terrorist attacks, unusually severe weather, labor strikes, or other causes beyond the control of Western Implement.

All results are unofficial until winner(s) is/are verified by Western Implement. Prizes may not be exchanged, substituted, transferred or redeemed for other prizes by winner. Prizes may not be transferred or assigned to others. Other terms and conditions may apply.

Conditions for Acceptance of the Prizes. The winner must claim the prize in-person at the offices of Western Implement in Grand Junction, 2919 North Ave, Grand Junction, CO 81504 or Montrose, 4520 N Townsend Ave, Montrose, CO 81401, at an agreed upon time during the business hours of M-F from 8:00 a.m. MST – 5:00 p.m. MST. Prizes will not be mailed under any circumstances. The prizes must be claimed by January 15, 2020 at 5:00 p.m. CDT or they will be forfeited. Winners will be required to provide a valid identification, proof of charitable status and to execute an affidavit of eligibility and publicity and liability release prior to receiving their prizes. All unclaimed or rejected prizes will be forfeited. Failure by a winner to respond to Western Implement's messages, calls, emails or other notification will lead to forfeiture of the prize. Failure to completely fill out and sign all waivers, releases, or forms requested by Western Implement will result in forfeiture of the prize. Upon forfeiture of a prize(s), Western Implement has the right, at its discretion, to award that prize to another winner using the method described above. Any and all prize-related expenses, including without limitation any and all transportation costs, gratuities, and other items of an incidental nature, shall be the sole responsibility of Winner. Payment of all federal, state and local taxes, if any are due, is the sole responsibility of the winner(s). Winner(s) is/are required to fill out any tax forms requested by Western Implement in order to receive their prize(s).

7. Odds: The odds of winning depend on the number of eligible votes received.

8. Winners Selection and Notification: Winners will be selected by voting under the supervision of Western Implement. The Prize will be awarded based on number of online and in store votes with the winner being the most overall votes. Winners will be notified on December 20, 2019. If the Winner cannot be contacted, is ineligible, fails to claim the prize by December 27, 2019 or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner(s) selected. Receipt by Winner(s) of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT WESTERN IMPLEMENT'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Representations and Warranties. By entering, voting or nominating in this Campaign you take on all liability associated with placing it into the public domain. You shall indemnify, defend, and hold harmless Western Implement, and any person or entity acting on its behalf, from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Western Implement or any person or entity acting on its behalf may incur, suffer, or be required to pay arising out of such lack of permission, infringement or suspected infringement of any third party's right.

Rights Granted: By entering, voting or nominating in this Campaign you understand and agree that Western Implement, anyone acting on behalf of Western Implement, and Western Implement's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, the Content submitted by you, including, but not limited to, your name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

10. Terms & Conditions: Western Implement reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Western Implement's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Western Implement may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Western Implement. Western

Implement reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Western Implement has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering or voting. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Western Implement reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Participants and nominees agree to release and hold harmless Western Implement and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) participation in the Campaign; (ii) the acceptance, possession, use, or misuse of any prize or any portion thereof; (iii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iv) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (v) unauthorized human intervention in any part of the entry process or the Campaign; (vi) electronic or human error in the administration of the Campaign or the processing of entries.

12. Disputes: As a condition of participating in this Campaign, participants and nominees agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Colorado having venue and jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

13. Sponsor: The Sponsor of the Campaign is Western Implement, 2919 North Avenue, Grand Junction, CO 81504; 970-242-7960.

14. Facebook: For contest or sweepstakes conducted on Facebook, Western Implement reserves the right to remove any entrant from consideration for failure to abide by the guidelines, policies, or procedures of Facebook, and to delete or remove any of entrant's related "Likes," comments, posts, tweets, photos, user generated content, or other electronic messages, communications, or submissions at its/their discretion. Western Implement also reserves the right to block, ignore, and/or completely prevent any entrant, account, user, or profile from accessing the Sweepstakes and/or Western Implement's profile, account, website, blog or handle. This Campaign is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering this Campaign, entrants agree to release and hold Facebook harmless from any or all claims, liability, damages, judgments, fines, costs, expenses related to or associated with their participation in this Campaign. Entrants understand that by logging-in to Facebook, that they agree to comply with Facebook's Terms of Service, and that their personal information is subject to the Privacy Policies and information collection practices of Facebook. Entrants agree that Western Implement is not responsible for the collection, disclosure, transfer, or dissemination of their personal information, whether directly or indirectly, by Facebook, third party advertisers, marketers, or any other transferees. For entries submitted through Facebook, Western Implement may be limited to using the information in a manner set forth by Facebook and in no other way.

15. By participating in the contest, You, have affirmatively reviewed, accepted, and agreed to all of the Official Rules & Regulations.

16. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Western Implement website – www.westernimplement.com/privacy-policy/

Contact Information. For questions or more information about this Campaign, please contact Western Implement at the above address. For a copy of these rules, addendum, and/or list of winners please send a self-addressed stamped envelope to Western Implement within sixty (60) days of the end of this Campaign.