

## The Toro Company “Snowmaritans” 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 contest (the “**Promotion**”) is sponsored by The Toro Company (“**Sponsor**”), 8111 Lyndale Avenue South, Bloomington, MN 55420. Sponsor may be contacted at [rlc@toro.com](mailto:rlc@toro.com).
- 2. Prizes.** Two (2) person(s) will win a 12" 60V MAX\* (2.5 ah) Electric Battery Power Shovel (39909 / MSRP \$349.00) in the December drawing (“**December Prizes**”), two (2) person(s) will win a 21" 60V MAX\* (7.5 ah) Electric Battery Power Clear Snow Blower (39901 / MSRP \$849.00) in the January drawing (“**January Prizes**”), and two (2) person(s) will win a 26" 60V MAX\* (2 x 7.5 ah) Electric Battery Power Max e26 HA Two-Stage Snow Blower (39926 / MSRP \$1,899.00) in the February drawing (“**February Prizes**”). In addition, the first five hundred (500) Entrants who successfully complete the entry process during the Entry Period described below will receive a “Toro Snowmaritans” patch on a first-come-first-serve basis (approximate retail value \$5).  
  
Sponsor makes no warranties regarding the Prizes described above. Prizes are 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, its subsidiaries, or its advertising and promotional agencies, are not eligible.
- 4. How to Enter.** Enter from 8:00 a.m. Central Time on December 12, 2022, until 5:00 p.m. Central Time on February 28, 2023 (the “**Entry Period**”). You may enter the Promotion by visiting [www.snowmaritans.com](http://www.snowmaritans.com) (the “**Promotion Site**”) and completing the requirements of the online entry form, including submitting a written statement of 100-words or less to nominate a “Snowmaritan”—a person who helps clear their neighbors’ sidewalks or driveways after a snow storm. Only the individual nominated by the entrant in the written statement (the “**Nominee**”) is eligible to win. Any other individual, including the individual who wrote the statement and submitted the entry (the “**Entrant**”), will not receive a prize. Limit one online entry per person during the Entry Period. Incorrect, illegible, corrupt, and incomplete entries are void.

**5. How Winners will be Selected.** Prize winners will be selected as described below.

Prize(s)	Entry Begins	Entry Ends	Winner Selected
December Prizes	December 12, 2022	December 31, 2022	Approximately January 6, 2023
January Prizes	January 1, 2023	January 31, 2023	Approximately February 3, 2023
February Prizes	February 1, 2023	February 28, 2023	Approximately March 3, 2023

On or about January 6, 2023, February 3, 2023, and March 3, 2023, Sponsor will select two (2) potential prize winners (“**Prize Winners**”) from the eligible entries received during the individual periods listed above. Entrants’ written statements will be judged by a panel of judges chosen by Sponsor in its sole discretion. Each Entrant’s written statement will be judged based on how well the Entrant’s Nominee embodies the spirit of being a “Snowmaritan,” as described above in these Official Rules. If no qualifying entries are submitted, no winners will be announced.

Only the Nominee is eligible to win. Any other individual referenced in the written statement, including the Entrant, is not the Nominee and is not eligible to receive a Prize.

In addition to and separate from the Prize awards, the first five hundred (500) Entrants who successfully complete the entry process during the Entry Period described below will receive a “Toro Snowmaritans” patch on a first-come-first-serve basis.

**6. Written Statement Requirements.** Written statements must be the original work of the Entrant and may not contain any content that:

- Appears to duplicate any other submitted entry;
- Depicts product usage contrary to its operating instructions posted warnings, or otherwise depicts any activity that may appear unsafe or illegal;
- Is defamatory, disparaging, derogatory, profane, obscene, or sexually suggestive;
- Depicts or promotes alcohol, drugs, tobacco, or firearms;
- Promotes any political agenda or message;

- Infringes upon copyrights, trademarks, rights of privacy, publicity or other intellectual property of any person or entity;
- Contains any personal or private information; or
- Violates any law.

The Entrant must obtain any consent necessary to permit the use and exhibition of the written statement by Sponsor in the manner set forth in these official rules, including, without limitation, permission from any person who is identifiable in the written statement. Failure to provide proof of these permissions upon request may render the entry null and void.

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

**8. Conditions of Participation.** Entrant and Nominee agree 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 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 and Nominee:

- Consent to use by Sponsor and its subsidiaries, affiliates, and advertising and promotional agencies, of Entrant's and Nominee's name, location (hometown and state only), picture, 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.
- Grant Sponsor an irrevocable, 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 now or hereafter known, including for use in the promotion of Sponsor's products and services, without further permission, consideration or payment to the Entrant or Nominee, except where prohibited by law.

Unless an Entrant or Nominee otherwise opts out, Sponsor and its designees may use Entrant's or Nominee's physical and/or e-mail address to contact the Entrant or Nominee 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 and will not be returned.

**9. Requirements for Winners.** Sponsor may require each Prize Winner 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 a potential Prize Winner does not respond to the notification within five (5) 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 in accordance with these Official Rules.

Sponsor reserves the right to disqualify any Entrant or Nominee whose participation may subject the Sponsor to controversy, negative publicity, scorn, or ridicule.

**10. Winner Notification and Prize Delivery.** Sponsor anticipates that the potential Prize Winners will be contacted by phone, e-mail, or in writing, depending on which Prize winners are selected for, on or about January 6, 2023, February 3, 2023, and March 3, 2023 (subject to change). Prizes will be delivered approximately thirty (30) days of the winner’s complete response to notification.

Sponsor will deliver prize(s) to Winner(s) at their home address, unless otherwise specified. All other taxes, fees, and expenses associated with a prize are the sole responsibility of the Winner.

Sponsor will send the Toro Snowmaritan patches referenced above via U.S. Mail to the first five hundred (500) eligible Entrants who successfully complete the Promotion entry process at the address provided in the Promotion entry form. Patches will be sent within approximately two weeks after an eligible Entry is submitted.

**11. Winners List.** Persons may obtain Prize Winner’s name by going to the Promotion Site or mailing a self-addressed stamped envelope to the Sponsor. Sponsor will not respond to requests received after March 31, 2023.

**12. Disclaimer.** Sponsor and its affiliates, subsidiaries, parent corporations, contractors, dealers, distributors, and all of their respective officers, directors, representatives, employees, agents, successors and assigns, its advertising and promotion agencies, 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.

Sponsor is the sole, official sponsor of the Promotion and is solely liable for any third-party claims regarding the Promotion and for providing Promotion materials to retailers. There is no obligation for retailers to participate in or execute the Promotion. Sponsor and retailers cannot guarantee any particular retailer will participate in the Promotion.

**12. Release, Indemnification, and Limitation of Liability.** Each Entrant and Nominee 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 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 OR RECEIVING OR USING A PRIZE, EACH ENTRANT, NOMINEE, OR PRIZE WINNER WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT.**

Each Entrant and Nominee 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.

**14. 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. All Entrants and Nominees waive the right to assert claims against Sponsor in a class action.

**15. Requests for Rules.** These official rules are available on the Promotion Site or by writing to the Sponsor.