

**2018 John Deere Drive Green Giveaway (“Sweepstakes”)  
2018 OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS SWEEPSTAKES IS BEING OFFERED IN THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA (“D.C”), AND CANADA. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND NOT LOCATED IN THE UNITED STATES, D.C., OR CANADA AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, PROVINCIAL AND LOCAL LAWS AND REGULATIONS.**

- 1. ELIGIBILITY:** The Sweepstakes is open to legal residents of the fifty (50) United States, D.C., and Canada, who have reached the age of majority in his or her state or province of residence at the time of entry. The following individuals are not eligible to enter or win a Prize: employees, contractors, directors, and officers of Deere & Company and John Deere Canada ULC, (“Sponsor”), its parent, subsidiary and affiliated companies, authorized John Deere dealers, and the web design, advertising, fulfillment, legal, administrative, and Sweepstakes agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, “Sweepstakes Parties”) who in the sole discretion of Sponsor are determined to be closely related to Sponsor’s operations, such that participation would result in the appearance of impropriety, and the immediate family of each are not eligible to enter or win. Immediate family is defined as: spouse, parent, child, sibling, grandparent, and spouse or "step" of each, and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes).
  
- 2. SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00 a.m. Central Standard Time (CT) on March 1, 2018 and ends at 11:59:59 CT on September 30, 2018 (the “Sweepstakes Period”).

- 3. TO ENTER:** During the Sweepstakes Period, while attending any 2018 John Deere Drive Green event, sponsored by an authorized, participating John Deere dealer, fill out an official entry form, then deposit your completed official entry form in the designated entry box to receive one (1) entry into the Sweepstakes.

**Limit one (1) entry per person/household.** Only fully completed and legible entries are eligible (including email addresses). By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions. Entries become the property of Sponsor and will not be returned.

- 4. DRAWING AND ODDS OF WINNING:** One (1) potential Grand Prize Winner ("Winner") will be selected in a random drawing from all eligible entries received at all Drive Green events throughout the Sweepstakes Period. Odds of winning depend on the number of eligible entries received. Drawing will be conducted from all eligible entries received on or about December 14, 2018 by the Sponsor, whose decisions shall be final and binding on all matters relating to the Sweepstakes. Should a selected Winner be a Canadian citizen, the selected Winner must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a **mathematical skill-testing question** provided in the Winner notification. If the selected Winner fails to correctly answer the question he/she will be disqualified and another entrant will be selected by the Sponsor based on the process outlined above. The selected Winner who correctly answers the skill-testing question will be approved by the Sponsor and the verification process of the Winner in question will continue.

#### **5. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):**

**ONE (1) GRAND PRIZE:** a John Deere 1025R Tractor, equipped with a John Deere 120R Loader and a Frontier BB2048 Box Blade (the "Prize"). Approximate Retail Value ("ARV"): US \$19,061.00/CAN \$27,112.00.

- 6. PRIZE RESTRICTIONS:** Prize is non-transferable and no cash redemption or Prize substitution permitted, except at the sole discretion of the Sponsor. If the Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a Prize component with one of equal or greater value. All costs

and expenses associated with Prize acceptance and use not specifically provided herein are the responsibility of the Winner. Sponsor and Sweepstakes Parties do not make, nor in any manner are responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize including but not limited to its quality, fitness for purpose or mechanical condition except for the standard manufacturer warranties that come with the Prize. Details of Prize delivery will be provided at time of Winner notification. The ARV for the Prize is as of the date these rules were finalized and may fluctuate. Any difference between the stated ARV and actual value at the time the Prize is awarded will not be awarded.

**7. WINNER NOTIFICATION AND PRIZE CLAIM:** Receiving a Prize is contingent upon compliance with these Official Rules. The potential Winner is subject to verification, including verification of age and for Canadian residents, the correct answer to the mathematical skill-testing question that will be provided in the notification. The potential Winner will be notified by a traceable form of mail/email on or about December 18, 2018. The potential Winner will be required to verify his/her eligibility by completing, signing, notarizing, and returning an Affidavit of Eligibility, Liability Release, an IRS W-9 form, and, where lawful, a Publicity Release (granting the use of the Winner's name, city/state/province, likeness, or photograph by Sponsor for advertising/publicity purposes, without further compensation), within seven (7) business days of traceable mail/email receipt. If a Canadian resident is selected as the potential Winner, he/she must sign and return a Declaration of Compliance within seven (7) business days in order to claim his/her Prize.

Prize may be forfeited and an alternate Winner may be contacted if: (1) a Prize notification is returned as undeliverable; (2) if any Prize correspondence is not returned within the required time period; (3) or, if a potential Winner is found to be ineligible or noncompliant with these Official Rules. Sponsor is not responsible for any change of mail/email address of entrants.

The verified Winner is solely responsible for any taxes on the Prize, and will be issued an IRS Form 1099 reporting the value of the Prize. As a condition of winning, the potential Winner will be required to complete a W-9 Tax Form in the United States and will be required to furnish his/her

social security number or tax identification number for the sole purpose of preparation of any tax forms as required by law.

**8. GENERAL CONDITIONS:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Subject to the approval of the RACJ in Quebec, Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding Prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, subject to the approval of the RACJ in Quebec, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select Winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**9. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Sweepstakes Parties (collectively, "Releases") resulting from user's participation in or attempt to participate in the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the Prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials. Entrants agree (and agree to confirm in writing) that the Sponsor and Sweepstakes Parties shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes, or from entrants' acceptance, receipt, possession and/or use or misuse of any Prize, including without limitation any travel related thereto.

**10. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Kansas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid,

unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 11. USE OF PERSONAL INFORMATION/PRIVACY:** All personal information obtained in registering for the Sweepstakes shall be subject to the John Deere privacy policy. (The U.S. Privacy Policy is available at <https://www.deere.com/en/privacy-and-data/> and the Canadian Privacy Policy is available at [http://www.deere.com/privacy\\_and\\_data/privacy\\_and\\_data\\_us\\_canadia\\_nprivacystatement.page](http://www.deere.com/privacy_and_data/privacy_and_data_us_canadia_nprivacystatement.page))
- 12.** Such personal information will be used for the purposes of conducting the Sweepstakes, to provide future promotional information of interest and as may otherwise be specified in these rules.
- 13. PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting the Prize, Winner grants permission for Sponsor and those acting under its authority to use his/her name and address (city/state/province), photograph, voice and/or likeness for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as the Winner, your information may also be included in a publicly-available Winner's list.
- 14. GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes in the United States, shall be governed by, and construed in accordance with, the laws of the State of Kansas, (and by the laws of the Province of Ontario for entrants who are legal residents, and located in, Canada [subject to the exception for residents of Quebec described below]) without giving effect to any choice of law or conflict of law rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules. By entering, you consent to the jurisdiction and venue of the federal, state and local courts located in Johnson County, Kansas (and the appropriate court located in Ontario for entrants who are legal residents of, and located in, Canada [subject to the exception for residents of Quebec described below]) for the resolution of all disputes, and agree that any and all disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

**RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the Régie des alcools, des courses et des jeux (“RACJ”) for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

**15. WINNER’S LIST:** For the name of the Winner, either:

- Send a self-addressed, stamped envelope, for receipt to:  
2018 John Deere Drive Green Giveaway Winner’s List Request, John Deere Ag & Turf Division Region 4 Marketing, John Deere Olathe Office, 10789 S. Ridgeview Road Olathe, KS 66061-6448. Requests must be received by January 19, 2019.
- Or submit a Winners List Email Request at:  
<http://www.johndeere.com/turfanswercenter>.

**16. SPONSOR:** The Sponsors of this Sweepstakes are Deere & Company, through its Ag & Turf Division in the United States and John Deere Canada ULC, in Canada. The Sponsors’ addresses are:

John Deere Ag & Turf Division  
Region 4 Marketing  
John Deere Olathe Office  
10789 S. Ridgeview Road  
Olathe, KS 66061-6448

John Deere Canada ULC  
295 Hunter Road  
P.O. Box 1000  
Grimsby, Ontario  
L3M 4H5