

## **Bad Boy Mowers “2024 Mother’s Day” Sweepstakes Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Bad Boy Mowers “2024 Mother’s Day” Sweepstakes (the “Sweepstakes”) is open only to legal residents of the 48 continental states of the United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Bad Boy Mowers and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules, Sponsor’s, and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Bad Boy Mowers, 102 Industrial Drive, Batesville, AR 72501

**3. Timing:** The Sweepstakes begins on April 11th, 2024 at 12:00a.m. Central Time (“CT”) and ends on May 1st, 2024 at 11:59 p.m. CT (the “Promotion Period”). Administrator’s computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** **(1)** During the Promotion Period, visit <https://badboycountry.com/mothers-day-giveaway> and complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes. **Limit:** You may enter one (1) time during the Promotion Period. **(2) Mail:** To enter via this method of entry, hand print your complete name, address, city, state, zip code, telephone number and email address on a 3” x 5” card/paper, and mail in a first-class stamped envelope to: “2024 Mother’s Day” Sweepstakes, 102 Industrial Dr., Batesville, AR 72501, to be postmarked by April 30<sup>th</sup>, 2024 and received by May 1st, 2024, or will be forfeited. **Limit:** You may enter one (1) time during the Promotion Period. Limit one (1) entry per outer envelope. Multiple entrants are not permitted to share the same provided home address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different home addresses, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**5. Prize Drawing:** Winner will be randomly drawn from among all eligible entries. All decisions of the Sponsor, and its sweepstakes administrators are final. In order for the selected winner to receive the sweepstakes prize, the entry details (i.e. name, email address, mailing address) must be confirmed by the Sponsor. Failure of the winner to confirm such information will result in another winner being drawn from among all eligible entries. Prize will be fulfilled within a year after the conclusion of the Sweepstakes.

**6. Prizes:** **ONE (1) GRAND PRIZE:** Backyard, front yard or garden makeover. Winner will have final say in the makeover on their property with a local landscaper and dealership with a limited budget. Approximate Retail Value \$5,000.

**For All Prizes:** Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes

and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**9. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**10. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Arkansas or the appropriate Arkansas State Court located in Independence County, Arkansas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arkansas without giving effect to any choice of law or conflict of law rules (whether of the State of Arkansas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arkansas.