

**BAD BOYS MOWERS – BAD BOYS OF SUMMER SAVINGS SALE-EBRATION SWEEPSTAKES**  
**Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**BY ENTERING THE SWEEPSTAKES EACH ENTRANT AGREES TO THESE OFFICIAL RULES.**

1. **Eligibility:** The Bad Boys Mowers – Bad Boys of Summer Savings SALE-ebration Sweepstakes (the "Sweepstakes") is open only to legal residents of the 48 contiguous United States and District of Columbia, excluding FL, NY & RI, who are 18 years or older (or 19 if resident of AL or NE). Void in FL, NY & RI, and where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Bad Boys Mowers, 102 Industrial Drive, Batesville, AR 72501 (the "Sponsor", "Released Parties"), and any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor'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. **Sweepstakes Period:** The Sweepstakes starts at 12:00:00 AM Eastern Time ("ET") on July 1, 2023 and ends at 11:59:59 PM ET on August 31, 2023 ("Sweepstakes Period").
3. **Regions for each Regional Entry Pool.** The Sweepstakes will be broken out into five (5) separate regions in the US (each, a "Region") that will correspond with the state in which an eligible entrant resides in. Each Region will have a separate entry and prize pool (each, a "Regional Pool"). The breakdown of states in each Region are as follows:
  - a. Region 1 (West): WA, OR, CA, ID, NV, MT, WY, UT, CO, AZ & NM
  - b. Region 2 (Midwest): ND, SD, MN, WI, NE, KS, MO, IA, IL, MI, IN, & OH
  - c. Region 3 (South Central): OK, TX, AR & LA
  - d. Region 4 (Southeast): MS, AL, GA, SC, NC, TN, KY, VA, WV, MD & DE
  - e. Region 5 (Northeast): ME, VT, PA, NJ, CT, MA & NH

**4. HOW TO ENTER.**

- a. **ENTRY WITH PURCHASE:** To enter via this method of entry, purchase any Bad Boy lawnmower or tractor ("QUALIFYING PURCHASE") during the Sweepstakes Period (a "Qualifying Purchase") and upon completing your Qualified Purchase, you will automatically receive one (1) entry into your Regional Pool's random drawing.

For purposes of this Sweepstakes, "receipt" of an entry occurs when Sponsor server records the entry information resulting from the entrant purchasing any Qualifying Purchase. Automated entries (including but not limited to entries submitted using any robot, script, macro, or other automated service) are not permitted and will be disqualified.

OR

- b. **FREE METHOD OF ENTRY:** You may enter the Sweepstakes and receive one (1) entry by hand-printing your full name, address, city, state and zip code, day and evening

telephone numbers (including area codes), and e-mail address on a 3"x5" postcard and mailing it in a #10 sealed envelope with proper postage affixed to: Bad Boys of Summer Savings SALE-cebration Sweepstakes Mail-in Entry, P.O. Box 102 Industrial Drive, Batesville, AR 72501. Sponsor will use e-mail addresses provided via the Mail-in entry method for prize notification purposes only; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's provision of this information. Mail-in entries must be postmarked by August 31, 2023 and received by September 15, 2023 to be eligible. Mail-in entries become the property of the Sponsor and will not be returned. Sponsor is not responsible for late, lost, damaged, incomplete, postage due, misdirected or illegible entries.

**LIMIT:** Two (2) entry in the Sweepstakes Period per person, per mailing address, or email address for a total of one (1) entry during the entire Sweepstakes Period, regardless of the method of entry. Once submitted, an entry cannot be deleted, canceled, or modified. All entries become the property of the Sponsor and will not be acknowledged. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant that submits more than the permitted entries, or who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, or proper play of this Sweepstakes.

Multiple entries in excess of the limit received during the Sweepstakes Period from any person, mobile phone number, household address or email address after the first entry received from that person, household address or email address will be void. Once submitted, an entry cannot be deleted, canceled, or modified. All entries become the property of the Sponsor and will not be acknowledged. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant that submits more than the one permitted entry, or who the Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, or proper play of this Sweepstakes.

4. **Winner Selections and Notifications:** One (1) potential Grand Prize winner and one (1) potential First Prize winner will be selected from each Regional Pool via a series of random drawings, to be held by SPONSOR on or about September 20<sup>th</sup>, 2023, from among all eligible entries received in each Regional Pool (for a total of five (5) Grand Prize and five (5) First Prize winners). The potential winners will be notified by Sponsor via email to the email address associated with the potential winner's entry, on or about the day of the random drawing. The potential winners must respond within **48 hours** from Sponsor sending the email to the potential winner, or prize will be forfeited and awarded to an alternate winner, time permitting. Odds of winning depend on the total number of entries received in the applicable Regional Pool during the Sweepstakes Period.
5. **Prizes and Approximate Retail Values ("ARVs") – Five (5) Grand Prizes** (one per Region) – A Family Cruise for 4 People, awarded in the form of a \$4,000.00 check to Grand Prize winner. ARV: \$4,000.00/per Grand Prize. Total ARV of all Grand Prizes: \$20,000.00. All elements of the trip are the sole responsibility of winner. Each winner will receive a check from Sponsor to use as winner's sole discretion. **Five (5) First Prizes** (one per Region) - A Bad Boy Handheld E-Series Package, excluding push mower. ARV: \$2,000.00 each. Total ARV of all First Place Prizes: \$10,000.00. ARV of ALL Prizes in Sweepstakes: \$30,000.00. First Place Prize is subject to the manufacturer's warranties and guarantees.

Prizes are non-transferrable, and not substitutable and not redeemable for cash. Sponsor may substitute the prize, or portion thereof, for one of equal or greater value at Sponsor's sole discretion for any reason. Winners will be required to sign an Affidavit of Eligibility, Liability & Publicity Release (where legal) and W9 tax form (collectively, "Prize Release") prior to issuance of a prize. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

6. **Claiming the Prize:** In order to collect the Grand Prize, the potential Grand Prize winner will be required to verify their mailing address to Sponsor and provide the Prize Release to Sponsor **within 48 hours** of being notified they are a winner. Upon receipt of the Prize Release and mailing address verification, Sponsor will mail the Prize to the winner via USPS or other, Sponsor preferred shipping carrier. Allow 4-8 weeks for shipping of Grand Prize or First Place Prize. In the event the potential winner fails to verify their address or to return any Prize Release documents within the timeframe provided in these official rules, or by Sponsor, they will forfeit their right to the Prize, and an alternate may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for lost, late, delayed, damaged, stolen or mutilated mailing of any prize. All unclaimed or returned prizes remain the property of Sponsor. Sponsor are not responsible for emails that are lost, misdirected, unopened, or for any technical glitches associated with the sending of the verification in email.
7. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant (or their parent/legal guardian if participant is a minor in the state of their residence) agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Sweepstakes, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.
8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made pandemic or epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Sweepstakes 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. Only the type and quantity of prize described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these 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 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. 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 as set forth above 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 participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; or (5) 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.
10. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy: <https://badboymowers.com/policies/privacy-policy> as applicable. By entering this Sweepstakes, each entrant (or their parent/legal guardian if entrant is a minor in the state of their residence) agrees that the Sponsor has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Sweepstakes.
11. **Disputes/Governing Law:** Entrant (or their parent/legal guardian if entrant is a minor in the state of their residence) agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of Winner or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Arkansas under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Arkansas state or federal court judge with experience in entertainment matters who shall follow Arkansas law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Arkansas, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Arkansas. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Arkansas; (iii) 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 (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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.
12. **Official Rules:** You may receive a copy of these Official Rules by hand-printing your full name, address, city, state and zip code, day and evening telephone numbers (including area

codes), and e-mail address on a 3"x5" postcard and mailing it in a #10 sealed envelope with proper postage affixed to: Bad Boys of Summer Savings SALE-ebraction Sweepstakes, Rules Request, 102 Industrial Drive, Batesville, AR 72501 during the Sweepstakes Period. For a list of winners, send a self-addressed stamped envelope to: Bad Boys of Summer Savings SALE-ebraction Winners List, 102 Industrial Drive, Batesville, AR 72501.

13. **Sponsor:** Bad Boys Mowers, 102 Industrial Drive, Batesville, AR 72501.

#### **ABBREVIATED RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.** The Bad Boys of Summer SALE-ebraction Sweepstakes is open to legal residents of 48 contiguous U.S. & D.C., excluding FL, NY & RI, who are 18 and older (or 19 for residents of AL & NE). Starts at 12:00:00 AM ET on July 1, 2023 and ends at 11:59:59 PM ET on August 31, 2023. For how to enter, prizes, and odds, official rules are available by hand-printing your full name, address, city, state and zip code, day and evening telephone numbers (including area codes), and e-mail address on a 3"x5" postcard and mailing it in a #10 sealed envelope with proper postage affixed to: Bad Boys of Summer Savings SALE-ebraction Sweepstakes, Rules Request, 102 Industrial Drive, Batesville, AR 72501 during the Sweepstakes Period. To enter without purchase, hand-printing your full name, address, city, state and zip code, day and evening telephone numbers (including area codes), and e-mail address on a 3"x5" postcard and mailing it in a #10 sealed envelope with proper postage affixed to: Bad Boys of Summer Savings SALE-ebraction Sweepstakes Mail-in Entry, Mail-in Entry, P.O. Box 102 Industrial Drive, Batesville, AR 72501, to be postmarked by August 31, 2023 and received by September 15, 2023. Void in FL, NY & RI and where prohibited. Sponsor: Bad Boys Mowers, 102 Industrial Drive, Batesville, AR 72501.