

THE 2018 AGCO OPERATOR OF THE YEAR CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

The intent of the Contest is to invite owners and employees of U.S. retailers that provide agricultural chemical application services (each, a "Nominator") to nominate an employee, who is an applicator of agricultural chemicals, they believe is their best operator and should be considered for Operator of the Year (each, a "Candidate") by completing an online nomination form. The Contest will include two (2) rounds of judging to determine one (1) Grand Prize winner, all as further described within.

All applicable federal, state and local laws and regulations apply. By participating in the AGCO Operator of the Year Contest (the "Contest"), you unconditionally accept and agree to comply with, and abide by these Official Rules ("Official Rules") and the decisions of AGCO Corporation (the "Sponsor") and US Sweepstakes & Fulfillment Co. (the "Administrator"), which shall be final and binding in all respects.

ELIGIBILITY:

Nominator: Each Nominator must be an owner or current employee of a retailer that provides agricultural chemical application services, reside within the 50 United States, including the District of Columbia, and must be at least 18 years of age and have reached the age of majority in the state (19+ in AL and NE, 21+ in MS) in which they reside, as of August 20, 2018.

Candidates: Candidates must be legal residents of the 50 United States, including the District of Columbia, who are at least 18 years of age and have reached the age of majority in the state (19+ in AL and NE, 21+ in MS) in which they reside, as of August 20, 2018.

The Contest is void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law.

The Sponsor shall have the right to verify the accuracy of all information submitted and also reserves the right to disqualify any Nominator or Candidate who fails to comply with the Official Rules. Employees, officers, and directors of Sponsor or Administrator, and their respective parent companies, affiliates and subsidiaries, or their respective agencies, representatives, licensees, successors, and assigns (collectively, "Contest Entities"), and members of their immediate families (spouses, parents, children, and siblings and their spouses) and those living in the same household of such persons, are not eligible to be a Nominator or a Candidate.

TIMING: The Contest consists of four (4) periods: (a) Nomination Period, (b) First-Round Judging & Finalist Determination Period, (c) Finalist Confirmation Period, and (d) Judging & Grand Prize Winner Determination Period, as defined in the chart below. The Sponsor's computer is the official timekeeping device for this Promotion.

Periods	Start Time	End Time
Nomination Period	Monday, August 20, 2018 at 12:00:01 AM Eastern Time ("ET")	Monday, October 22, 2018 at 11:59:59 PM ET
First-Round Judging & Finalist Determination Period	Tuesday, October 23, 2018	Monday, November 5, 2018
Finalist Confirmation Period	Tuesday, November 6, 2018	Friday, November 16, 2018
Second-Round Judging & Grand Prize Winner Determination Period	Tuesday, November 27, 2018	Thursday, November 29, 2018

THE CONTEST NOMINATION PERIOD & HOW TO SUBMIT A NOMINATION: The Nomination Period begins at 12:00:01 AM ET on Monday, August 20, 2018 and ends at 11:59:59 PM ET on Monday, October 22, 2018 (the "Nomination Period").

To nominate a Candidate, Nominator must complete an official online nomination form ("Nomination Form"), available at www.applylikeapro.com/oty (the "Website"), with all information requested and submit (each, a "Nomination"). By nominating a Candidate, Nominator represents that Nominator has obtained the express consent of the Candidate to the disclosure of the latter's personal information, including, but not limited to, the Candidate's full name, email address, and phone number, to the Sponsor for the purposes of administration of this Contest. Sponsor assumes no responsibility for late, lost, misdirected, damaged, illegible or incomplete Nominations. To be eligible, all Nominations must be on the official Nomination Form, completed in entirety and submitted via the Website during the Nomination Period. All Nominations become the property of the Sponsor and will not be returned.

There is no limit to the number of Nominations a Nominator may submit, however, a Nominator may only submit one (1) nomination for any one Candidate. A Nominator may not submit a Nomination for himself/herself.

Nominators are subject to all notices posted online, including but not limited to the Sponsor's Privacy Policy, which can be found at <http://www.agcocorp.com/privacy.html>.

By submitting a Nomination, the Nominator understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her name, Nomination Form, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification.

FIRST-ROUND JUDGING & FINALIST DETERMINATION: The First-Round Judging & Finalist Determination Period will begin on Tuesday, October 23, 2018 and be completed on Monday, November 5, 2018. All Nomination Forms for eligible Candidates, received during the Nomination Period, will be judged by a panel of expert judges (the "Judges") appointed by the Sponsor, at Sponsor's sole discretion, based upon the following weighted judging criteria to determine four (4) Contest Finalists (each, a "Finalist").

- A. Years of Service (25%)
- B. Acreage Covered (25%)
- C. Community Involvement (50%)

The four (4) Candidates that receive the highest total scores based on the judging criteria will each be deemed a potential finalist. In the event of a tie, the tied Candidates will be evaluated based solely on the criteria of Community Involvement. If an additional tie breaker is needed, the tied Candidates will be re-judged by a new panel of Judges, and such process shall be repeated until such tie is broken. All decisions made by Sponsor or Judges will be final.

FINALIST PRIZES/APPROXIMATE RETAIL VALUE (“ARV”): There are four (4) Finalist Prizes available to be won. Four (4) Finalists will each receive a trip for two (2) people, winner and one (1) guest, to Boca Raton, Florida to attend the 2018 ARA Conference & Expo on November 27, 2018 to November 29, 2018. Finalist prize package includes:

- o Round-trip, coach-class airfare for winner and one (1) guest to Boca Raton, Florida from a major airport nearest the Finalist’s residence as determined by Sponsor;
- o Two (2) nights hotel accommodations at a hotel of Sponsor’s choice based on single-room/double-occupancy; and
- o Two (2) registration passes to the 2018 ARA Conference & Expo in Boca Raton, Florida.

The total ARV of each Finalist Prize is \$5,000. The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Finalist Prize will not be awarded. Finalist Prize must be used from November 27, 2019 to November 29, 2018 or forfeited in its entirety.

All travel related expenses, including but not limited to, ground transportation, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses such as telephone/Internet charges, and gift shop purchases are the sole responsibility of Finalist. Finalist and travel companion must travel on same itinerary. Finalist and travel companion must have valid photo ID and any other required documentation prior to departure. Prize must be used on dates specified or prize will be forfeited. Dates are subject to change. Travel is subject to availability. Sponsor will, in its sole discretion, determine which airport is closest to the Finalist’s home. In the event the Finalist’s residence is close enough to Boca Raton, Florida such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Finalist prize will not include air transportation from such Finalist’s residence and no other substitution or compensation will be provided in lieu thereof. The Finalist and his/her travel companion are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Finalist prize). If Finalist elects to travel or partake in the Finalist prize with no travel companion, no additional compensation will be awarded. All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Finalist and his/her travel companion to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the Finalist and/or travel companion other than to supply the

remaining elements of the prize package minus the unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. If for any reason whatsoever, Finalist and/or travel companion are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Finalist. Finalist and travel companion are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport) prior to travel. Finalist's travel companion must be legal U.S. resident, 18 years or older and the age of majority in his/her state of residence and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above.

In the event the Finalist and/or his/her travel companion engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, whole or in part, and send the Finalist and his/her travel companion home with no further obligation. In the event a Finalist engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Finalist to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Finalist as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF FINALIST'S ACCEPTANCE OR USE OF THE PRIZE.

FINALIST CONFIRMATION PERIOD & FINALIST ACCEPTANCE: Potential Finalists and his/her Nominator will be notified by the Administrator on or about Tuesday, November 6, 2018 by email and/or telephone. Each potential Finalist will be required to sign and return, within three (3) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (the "Releases") to be declared a verified finalist (a "Finalist"), receive the Finalist Prize and continue on to Second-Round Judging Period. The Releases will require the Finalist to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. The Releases will also require the Finalist to verify the information provided in the Nomination Form and to agree to accept the Finalist Prize, attend the 2018 ARA Conference & Expo and participate in the Second-Round Judging. Travel Companion of Finalist will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and the Candidate with the next highest judging score will be deemed a potential finalist. Fewer than four (4) Finalists may continue on to the Second-Round Judging without liability to the Sponsor or its designees of any kind.

SECOND-ROUND JUDGING, GRAND PRIZE WINNER DETERMINATION & ANNOUNCEMENT: The Second-Round Judging & Grand Prize Winner Determination Period will occur during the 2018 ARA Conference & Expo. Each eligible Finalist will be interviewed by representatives of the Sponsor. Each interview will be judged based on the following judging criteria to determine one (1) Grand Prize winner (the "Grand Prize Winner").

- A. Years of Service (25%)
- B. Acreage Covered (25%)
- C. Community Involvement (50%)

The Finalist that receives the highest total scores based on the judging criteria will be deemed the Grand Prize Winner. In the event of a tie, the tied Finalists will be evaluated based solely on the criteria of Community Involvement. If an additional tie breaker is needed, the tied Finalists will be evaluated based on the criteria of Years of Service and Acreage Covered, in sequence, to the extent needed, to determine the Grand Prize Winner. All decisions made by Sponsor or Judges will be final.

The Grand Prize Winner will be announced during the 2018 ARA Conference & Expo. If the Grand Prize Winner announcement does not take place during the 2018 ARA Conference & Expo, it will take place shortly thereafter.

The Grand Prize Winner will be required to sign and return a Grand Prize Acceptance Form within five (5) days of receipt from the Administrator. The Grand Prize will be awarded within approximately 45 days after verification.

GRAND PRIZE & NOMINATOR PRIZE/ARV: There is one (1) Grand Prize available to be won. One (1) Grand Prize Winner will receive winner's choice of one (1) of the following two (2) prize options:

- Grand Prize Option #1: One (1) Harley-Davidson motorcycle valued up to \$27,000*.
- Grand Prize Option #2: \$27,000 cash, to be issued in the form of a check.

The maximum ARV of the Grand Prize is \$27,000.

*The difference in value of prize as stated herein and value at time of prize notification/award, if any, will not be awarded. The Grand Prize Winner will be responsible for pick-up of the Grand Prize at the authorized Harley-Davidson dealership located near the Grand Prize Winner's residence as determined by the Sponsor in its sole discretion. The prize will be awarded within approximately 45 days after the winner is verified. Grand Prize will be available with standard equipment, as designated by Sponsor, any upgrades and options are at the sole expense of the winner. Color, package, factory options, and other prize specifics to be determined by Sponsor in its sole discretion and are subject to availability. Sponsor reserves the right, in its sole discretion, to require the winner to select the vehicle from available dealer stock. Winner shall bear all risk of loss or damage to the vehicle after it has been delivered to the specified delivery site. Winner will be responsible for any and all costs associated with collection and use of the Grand Prize, including but not limited to, optional equipment, freight and dealer prep, title, license, insurance, registration fees, applicable taxes and any travel and transportation costs associated with collecting the Grand Prize. All other costs not specifically stated herein are the responsibility of the winner. Winner must have a valid motorcycle permit or license as required by his/her state of residence and proof of insurance to take delivery of Grand Prize. Winner assumes all responsibility for legal and safe operation of the vehicle.

Nominator Prize: There is one (1) Nominator Prize available to be won. The Nominator who nominated the Grand Prize Winner will receive one (1) Yeti Tundra 45 Cooler. **The ARV of the Nominator Prize is: \$325.** If more than one (1) Nominator nominated the Grand Prize Winner, the Nominator who submitted their Nomination first, will be determined the Nominator Prize winner.

The total maximum ARV of all prizes to be awarded: \$47,325.

PRIZE CONDITIONS: If any notification or prize is returned as undeliverable, or if potential nominator, finalist or winner is found to be ineligible or not in compliance with these Official Rules he/she will be disqualified.

Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Prize recipients are responsible for all federal, state, local and income taxes associated with winning prize. Finalists and Grand Prize Winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of a prize constitutes permission to use Nominators/Finalists/Grand Prize Winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Promotion and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

GENERAL CONDITIONS: By submitting a Nomination, participating in the Contest as a Nominator or Candidate, or accepting a prize, each Candidate and each Nominator (a) agrees to be bound by these Official Rules and any other documents Sponsor requires Candidates and Nominators to sign; (b) agrees to release and forever discharge Sponsor, Administrator and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each (the "Released Parties"), from and against any and all liability and claims with respect to or in any way arising from such the Nomination Form, the Contest, participation in the Contest or any part thereof, the acceptance, possession, use or misuse of any prize, and any liability for economic injury, personal injury, property damage, loss or any other harm; (c) agrees to defend, indemnify and hold the Released Parties harmless from and against any claim, action, liability, loss, injury, or damage relating to or arising, in whole or in part, directly or indirectly, from such Candidate's Nomination Form, acts or omissions in connection with participation in the Contest or any part thereof, the acceptance, possession, use or misuse of any prize, violation of these Official Rules, the administration of the Contest, the exploitation by Sponsor of any of the rights granted herein, (including, without limitation, claims based on publicity rights, defamation or invasion of privacy, or infringement of any other third party right); (d) consents to the use of his or her name, address (city and state), biographical information, Nomination Form, image, photograph, likeness and voice for purposes of advertising, promotion, publicity, trade and for any other lawful purpose, in any manner and in any and all venues or media now known or hereafter devised throughout the world in perpetuity without additional compensation or permission, unless prohibited by law; (e) agrees that the laws of the state of Georgia shall govern the Contest, and that any dispute with respect to the Contest shall be resolved as set forth in these official rules; (f) waives all rights to claim or collect punitive, incidental, consequential, or any other damages; (g) agrees that all causes of action arising out of or connected with this Contest shall be resolved individually without resort to any form of class action; and (h) agrees that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, excluding

attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply.

By submitting a Nomination Form or accepting a prize, each Nominator and each Candidate also agrees that any and all disputes that he/she may have with, or claims he/she may have against Sponsor relating to, arising out of or connected in any way with the Contest or the prizes will be resolved in the federal or state courts located in Georgia and consents to jurisdiction and venue in the federal or state courts located in Georgia.

No confidential relationship is established by any Nominator or Candidate and the Sponsor as a result of participating in the Contest. None of the information submitted by Nominator or Candidate will be treated as trade secrets, confidential information or as protected data.

The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible Nominator Forms; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive submission information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Nominator's, Candidate's or any other person's computer related to or resulting from participating in the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to permanently disqualify from any promotion it sponsors any person it believes has intentionally violated these Official Rules. If, for any reason, the Contest is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes whether or not beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor is not responsible if the Contest cannot be implemented or prizes cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. Sponsor also reserves the right in its sole discretion to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the process or the operation of the Contest. Sponsor reserves the right to disqualify any Nominator or Candidate at any time that may be found ineligible.

Sponsor, in its sole discretion, may disqualify any Candidate from this Contest, and refuse to award any prize, if Candidate or Nominator engages in any conduct Sponsor in its sole discretion deems to be improper, unfair or otherwise adverse to the operation of this Contest or detrimental to other entrants of this Contest. Sponsor reserves the right to remove or disqualify any entrant who engages in non-sportsmanlike or disruptive behavior, or with intent to annoy, abuse, threaten or harass any Sponsor Entity. Such improper conduct, includes, without limitation, falsifying personal information required during nomination or to accept a prize, or violating any term or condition stated herein. Candidates and Nominators agree that Sponsor may void any prize that a Candidate may have won or require the return of any prize that Candidate may have won as a result of such improper conduct. Candidate further acknowledge that any forfeiture of a prize or return of a prize shall in no way prevent Sponsor from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY**

SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

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, that determination shall not affect the remainder of these official rules, which shall be construed in accordance with their terms as if they did not contain the invalid or illegal provision. All decisions of the Sponsor, Judges and Administrator related to the Contest are final and binding.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) 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 NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' 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 YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Duluth, Georgia and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Duluth, Georgia. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be

brought in a court of competent jurisdiction in Duluth, Georgia. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.applylikeapro.com/oty or send a self-addressed, stamped envelope by November 29, 2018, to: **The 2018 AGCO Operator of the Year Contest Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after 11/29/18), send a stamped, self-addressed envelope (no later than 12/29/18), to: **The AGCO Operator of the Year Contest Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

SPONSOR: AGCO Corporation, 4205 River Green Parkway, Duluth, GA 30096.

Harley-Davidson is a registered trademark of Harley-Davidson Motor Company. Harley-Davidson Motor Company is not endorsing, sponsoring or otherwise affiliated with this Contest.