

**Knox Ag Aviation
80-Acre Giveaway
Official Rules and Regulations**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. NO PURCHASE OR PAYMENT WILL INCREASE OR OTHERWISE AFFECT YOUR CHANCES OF WINNING.

The sponsor is Knox Ag Aviation, 1309 Road 9, York, NE 68467. Contact Person: Derek Dibbern, 402-362-2587, derek@knoxaviation.com

1. Description of Promotion.

The Knox Ag Aviation 8-Acre Giveaway (the "Giveaway" or "Promotion") is sponsored by Knox Ag Aviation (the "Sponsor"), whereby eligible entrants may enter into a drawing at the Sponsor's online form ("The Form") for a chance to win a prize after The Form's closure.

2. Eligibility.

The Giveaway is open to anyone who at the time of entry (i) is a legal resident within 50 miles of York County (NE); (iii) has reached and attained the age of majority in the county in which they reside; (iv) is legally eligible to receive a gift of this value; and (v) submits a valid entry as defined in these Rules. All federal, state and local laws apply. **This Giveaway is void wherever prohibited or restricted by law. This Giveaway is completely voluntary, and no one is required to participate.**

Entry into this Giveaway constitutes your acceptance of these Official Rules and Regulations ("Rules") and the decisions of the Sponsor which in all cases will be final and binding.

3. Giveaway Entry Period.

The Giveaway entry period begins on July 10, 2022 at 9:00:01 a.m. CST and ends on July 15, 2022 at 5:00:00 p.m. CST (the "Entry Period"). The clock of the Sponsor's Form shall be the official time-keeping device and all Sponsor's decisions regarding time are final.

4. How to Enter.

To enter, an entrant must complete the online form on Sponsor's website that includes the entrant's first and last name, farm operation name, address, city, state, phone number, email address, and total farming acres. **Limit one (1) entry per farm operation.**

5. Winner Selection.

After the Entry Period has closed, the winner will be selected in a random drawing from all eligible entries received and must correctly answer a simple question of the Sponsor's choosing. The drawing will be conducted by Sponsor, whose decisions are final and binding in all matters relating to this Giveaway, on July 15, 2022. All reasonable efforts will be made to contact the winner. If the winner does not respond to the winning notification within 5 business days, Sponsor reserves the right to randomly select a new winner.

The chances of winning a prize are a function of the number of entries made during the entire Entry Period. No factor other than pure chance shall dictate whom among the entrants shall be awarded.

6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY. POTENTIAL WINNER(S) MAY BE REQUIRED TO PROVIDE THE SPONSOR WITH DOCUMENTATION NECESSARY TO OBJECTIVELY DEMONSTRATE THAT THEY WERE AN ELIGIBLE ENTRANT AT THE TIME OF ENTRY.

7. Verification of Potential Winner.

Potential winner(s) must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The winner may be required to sign and return to Sponsor an affidavit of eligibility and liability/publicity release (except where prohibited) within ten (10) days of the date the initial winner notification was sent. If a potential winner of any prize cannot be contacted or fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), said potential winner forfeits the prize. In the event that a potential winner of a prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by using the same procedure as was used in determining the initial winner from among all remaining eligible entries.

8. Prize.

A minimum of one (1) winner will receive up to 80 acres of free fungicide and aerial application that has an approximate market value of \$2,400. Prize cannot be redeemed for cash, may not be resold, and is not transferable. All delivery expenses are the responsibility of the Sponsor. Delivery timing is at the discretion of the Sponsor but must be delivered no later than August 20, 2022. All liability for income tax, ad valorem tax or customs/duty assessments, if there be any, is or are the responsibility of the prize recipient. No substitutions allowed except at the discretion of the Sponsor, who may substitute prizes of equal or greater value.

9. Entry Conditions and Release.

By entering, each entrant 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 Giveaway; (b) **USE THE PRIZE IN ACCORDANCE WITH ALL LAWS AND REGULATIONS AND ANY TERMS OF USE ACCOMPANYING THE PRIZE, AND WILL OBTAIN ANY REQUIRED PERMITS OR LICENSES;** (c) release and hold harmless the Sponsor and its respective parents, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway, and all of their respective past and present officers, directors, employees, agents and representatives from and against any and all claims, expenses, and liability, including but not limited to those relating to damages of any kind to persons, property or the environment, and howsoever arising, including

but not limited to as a result of negligence, 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 an entrant's entry, creation of an entry or submission of an entry, participation in the Giveaway, acceptance or use or misuse of the prize and/or the broadcast, exploitation or use of entry; and (d) indemnify, defend and hold harmless the Sponsor 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 Giveaway and/or entrant's acceptance, use or misuse of the prizes.

10. Publicity.

Except where prohibited, participation in the Giveaway constitutes each winner's consent to the Sponsor's use of winner's name, likeness, photograph, recorded voice, biographical material, opinions and/or hometown and state for any promotional, marketing or advertising purposes in any media, worldwide, including social media in order to advertise, promote or publicize the Sponsor and their products and services, the Giveaway and any advertisers and co-sponsors associated with the Giveaway and their products and services without further payment, other compensation, approval or consideration.

11. General Conditions.

Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, for any reason or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, including but not limited to, cancellation or postponement of the Event, 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 entry process or the operation of the Giveaway or to be acting in violation of these Rules or in any uncivil or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway 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 Rules shall not constitute a waiver of that provision.

12. Limitations of Liability.

The Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants or by any of the equipment or programming associated with or utilized in the Giveaway; (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 Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; 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 Giveaway or receipt or use or misuse of any prize. Sponsor disclaims any and all warranties, express or implied, regarding the prize(s), including, but not limited to, the implied warranties of merchantability and fitness for a particular use. 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 Giveaway, provided that it is both possible and feasible to award another entry. In the event of a discontinuance during the Entry Period, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date and time of discontinuance for the prize offered herein. No more than the stated number of prizes will be awarded.

13. Disputes.

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any prizes awarded, other than those concerning the administration of the Giveaway or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Nebraska State Court located in State of Nebraska; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, if there be any, but in no event inclusive of 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. **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 Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without giving effect to any choice of law or conflict of law rules (whether of the State of Nebraska or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nebraska.

14. Entrant's Personal Information.

Information collected from entrants is subject to the Sponsor's Privacy Policy found on knoxaviation.com/privacypolicy.

15. Promotion Results.

To request confirmation of the name and city/state of residence for the winner, please send a self-addressed, stamped business size envelope, by October 1, 2022, to: Knox Ag Aviation, 1309 Road 9, York, NE 68467.