

# “Giving Away the Farm” Sweepstakes 2019

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.  
A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

**When to Enter:** The Giving Away the Farm Sweepstakes (“Sweepstakes”) begins at 12:00:01 a.m. CT on July 15, 2019 and ends at 11:59:59 p.m. CT on October 17, 2019 (“Sweepstakes Entry Period”).

**Who can Enter:** The Sweepstakes is open only to individuals who (i) are legal residents of one of the 48 contiguous United States and Washington, D.C., (ii) age 21 or older and (iii) own land in one of the 48 contiguous United States except Arizona, California, Nevada and Washington (“Morton Buildings Service Area”). The Sweepstakes is not open to employees and directors and their respective immediate families (parent, child, sibling and spouse of each) and members of the same household of Morton Buildings, Inc. (“Sponsor”) and its affiliates and any of its advertising or promotion agencies.

**How to Enter:** During the Sweepstakes Entry Period, enter: 1) by completing the paper official entry form available at Sponsor’s booth at select trade shows and depositing the completed entry form in the official entry box at the booth; OR 2) by completing the electronic official entry form on the computer tablet available at Sponsor’s booth at select trade shows; OR 3) online at [www.mortonbuildings.com](http://www.mortonbuildings.com). **Entry Limit:** one (1) entry per person regardless of entry method. Sponsor is not responsible for lost, late, illegible, incomplete, mutilated, or misdirected entries. All entries become the property of Sponsor and will not be acknowledged or returned. Personal information submitted in connection with this Sweepstakes is subject to Sponsor’s Privacy Policy available at <https://www.mortonbuildings.com/privacy-policy>, and each entrant agrees that by entering the Sweepstakes, such information may be used by Sponsor, John Deere (“Machine Manufacturer”) or John Deere dealers for purposes of marketing and solicitation.

**How the Winner is Selected:** Sponsor will select the Grand Prize winner from among all eligible entries received from all methods of entry combined in a random drawing conducted on or about November 1, 2019. Winner will be notified by telephone, email and/or mail. Sponsor is not responsible for any change in entrant’s mailing address, email address and/or telephone number. **Odds of winning depend on the number of eligible entries received.**

**Winner Notification and Verification:** Selected winner will be required to sign and return an affidavit of eligibility and liability release within 14 days of notification, or Grand Prize will be forfeited and may, in Sponsor’s discretion, be awarded to an alternate winner. If the selected winner is not eligible or has not complied with these Official Rules, or if Grand Prize notification or any other written communication is undeliverable for any reason, then he or she will be disqualified and Sponsor reserves the right to award the Grand Prize to an alternate entrant. By accepting the Grand Prize, winner consents to the use of his/her name, biographical information, quotations and likeness for advertising and promotional purposes in any and all media now known or hereinafter invented without additional compensation to the maximum extent permitted by applicable law.

**Grand Prize:** One (1) Grand Prize: (i) A \$75,000 Morton Buildings’ building construction credit (subject to Sponsor’s approval) to be applied to a Morton Buildings’ building of winner’s choice (“Building”) and (ii) a John Deere Gator Model Year 2018 XUV835M (the “Machine” and collectively with the Building, the “Grand Prize”). (*Grand Prize Restrictions: If a potential winner does not own land within the Morton Buildings Service Area, Grand Prize is forfeited and Sponsor will select an alternate winner from among the remaining eligible entries. The Building will be erected by Sponsor’s crews using Sponsor’s materials and all other construction details are determined by Sponsor in its sole discretion. Winner must qualify for finance building permits depending on his or her county-city-neighborhood, building codes and permitting requirements. Winner will be responsible for the zoning of the Building use. Winner must adhere to Sponsor’s credit policy by supplying Sponsor with a banker’s letter of credit for the building cost over the \$75,000 credit or be able to pay the difference between the cost of the building selected and the \$75,000 credit immediately at signing if Building project cost exceeds \$75,000. If the cost of the Building selected by the winner is less than \$75,000, winner will not receive the unused*

*portion of the credit. Winner must have Building project permits and zoning approval by April 1, 2020. Winner must be able to commence the construction of the Building by May 1, 2020 for completion by September 30, 2020. Building construction times and dates are determined at Sponsor's sole discretion. Winner will receive a limited warranty on the Building consistent with Sponsor's standard warranty terms, conditions and limitations. Winner will receive a limited warranty on the Machine consistent with the manufacturer's standard warranty terms, conditions and limitations. Winner is responsible for all Building site preparation work based on Sponsor's standards for site preparation (available from Sponsor upon request). ALL COSTS, FEES OR EXPENSES (SUCH AS TAXES, LICENSES, REGISTRATION, DELIVERY, PERMIT COSTS, COSTS OF PREPARING LAND AND RAZING OF ANY EXISTING STRUCTURE) ASSOCIATED WITH ACCEPTANCE AND USE OF THE GRAND PRIZE THAT ARE NOT SPECIFIED IN THESE OFFICIAL RULES ARE THE RESPONSIBILITY SOLELY OF THE WINNER. Grand Prize winner will be required to accept delivery of the Machine within 90 days of notification that the Machine is available for delivery. SPONSOR AND MACHINE MANUFACTURER DO NOT MAKE NOR IN ANY MANNER ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATED TO THE MACHINE INCLUDING BUT NOT LIMITED TO QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. Additional restrictions may apply.)* Approximate Retail Value of the Grand Prize: \$98,000. Grand Prize is non-transferable and no cash equivalent or substitution of prize is offered, except Sponsor reserves the right to substitute one or all of the Grand Prize components with one of equal or greater value. Sponsor will issue to Grand Prize winner an IRS 1099 form at the end of the calendar year in which the Grand Prize is awarded.

**Entrant Agreement and Release:** As a condition of entering, each entrant agrees (and agrees to confirm in writing): (a) that he or she has the legal capacity to agree to the terms of these Official Rules and has complied with them; (b) to release and hold Sponsor, Machine Manufacturer and their respective affiliates, contractors and subcontractors, builders, suppliers and advertising or promotion agencies and each of these entities' respective officers, directors, managers, shareholders, employees, agents, representatives, successors and assigns, (collectively, "**Released Parties**") harmless from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession and/or use or misuse of the Grand Prize including any damage to winner's property due to construction of the Building or use of the Machine; (c) that under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, special, punitive, incidental, consequential damages, other than for actual out-of-pocket expenses; (d) that all 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 or representative action or proceeding; (e) that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs; (f) that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois; and (g) to consent to the jurisdiction and venue of the federal, state and local courts located in Tazewell County, Illinois.

**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) unauthorized human intervention in any part of the entry process or the Sweepstakes, including hacking or computer viruses or malware; (3) human, mechanical, electronic, computer, network, typographical, printing or other errors relating to or in connection with the Sweepstakes, including processing of entries, winner selection or the announcement of the Grand Prize or in any promotion-related materials; (4) late, lost, undeliverable, damaged, delayed, garbled or stolen entries; (5) any injury or damage to persons or property caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any part of the Grand Prize; (6) misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, misdirected or delayed computer transmission or any combination thereof; or (7) any liability for damage to any computer system resulting

from participation in, accessing or downloading information in connection with this Sweepstakes. If for any reason an entrant's Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, 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 the Grand Prize.

**General** - This Sweepstakes is void outside the 48 United States and Washington, D.C. and where prohibited, restricted or taxed. All federal, state and local laws and regulations apply to this Sweepstakes. Sponsor reserves the right, at its sole discretion, to modify, terminate or suspend this Sweepstakes if for any reason this Sweepstakes cannot be conducted as designed or intended. If Sponsor modifies, terminates or suspends this Sweepstakes, Sponsor will post a notice at [www.mortonbuildings.com](http://www.mortonbuildings.com) and, if time and circumstances allow, determine procedures for awarding the Grand Prize. Sponsor reserves the right, at its sole discretion, to disqualify any participant from this Sweepstakes or any other promotion conducted by Sponsor or any of its affiliates if his or her fraud or misconduct disrupts the intended execution of this Sweepstakes. Sponsor also reserves the right to correct errors or inconsistencies in promotional materials or in the announcement of the Grand Prize. If Sweepstakes-related promotional materials and these Official Rules are inconsistent, then the Official Rules shall govern with respect to this Sweepstakes. **CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

**Winner's Name** – To request the name of the Grand Prize winner, send a self-addressed, stamped envelope by December 31, 2019 to: Morton Buildings Giving Away the Farm 2019 Winner's List, P.O. Box 399, 252 West Adams St., Morton, IL 61550. (For protection of winners' privacy, only winner's first name, first initial of last name and state of residence will be provided.)

**Sponsor:** Morton Buildings, Inc., 252 West Adams Street, Morton, IL 61550.

**Administrator:** Promotion Fulfillment Center, 311 21<sup>st</sup> Street, Camanche, Iowa 52757.

---