

## 12<sup>th</sup> Mahindra Military Salute Giveaway

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM INCLUDING WITHOUT LIMITATION TWITTER, FACEBOOK, OR INSTAGRAM (“SOCIAL MEDIA PLATFORM(S)”).**

The 12<sup>th</sup> Mahindra Military Salute Giveaway (the “Sweepstakes”) is intended for legal residents of the United States of America (“USA”) and shall only be construed and evaluated according to applicable USA law and applicable state law. Do not enter this Sweepstakes if you are not a USA resident or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by Mahindra Ag North America, 9020 Jackrabbit Rd, Houston, TX 77095 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402, Rochester, NY 14614 (the “Administrator”).

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the USA who are at least eighteen (18) years of age or the age of majority, whichever is older, in their respective states of permanent residence at the time of entry (“Entrant” or “Entrants”). *In addition, the nominated person (as described below) must be an active-duty military or a retired military veteran at time of entry. Nominators are not eligible for the Prize unless they are nominating themselves and they comply with the eligibility requirements herein. The Prize will be awarded to the randomly selected nominee (after verification of eligibility). The Sweepstakes is not open to the general public.* The Sponsor, Carlberg Branding & Advertising, ViralSweep, LLC, and the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively, the “Promotion Entities”), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.**

**AGREEMENT TO OFFICIAL RULES:** Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning the Prize (as defined below) is contingent upon fulfilling all the requirements set forth herein.

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01am EST on June 12, 2025, and ends at 11:59:59pm EDT on July 26, 2025 (“Sweepstakes Period”). The Sponsor’s database computer is

the official time-keeping device for the Sweepstakes. During the Sweepstakes Period, Entrants can enter the Sweepstakes by completing the Sweepstakes registration form available at <http://mahindrasweeps.com> (the "Website"). At the Website, Entrants will be asked to nominate an active-duty military or retired military veteran for the Prize. Entrants are permitted to nominate themselves assuming they comply with the immediately preceding sentence. The Sweepstakes registration form will require the nominee's full name, complete mailing address, email address, phone number, branch of service, dates served, and relation to nominee. Each completed registration form will generate one (1) entry into the Sweepstakes. Limit one (1) entry per person via the Website registration form.

Entrants may also perform one or more of the actions described below during the Sweepstakes Period, for up to twenty-eight (28) "bonus" entries. Bonus Entry Method 1 - 4 can only be utilized by an Entrant after they have entered the Sweepstakes via the Website registration form as described above.

**-Bonus Entry Method 1:** Follow Mahindra Tractors on Instagram through the provided link and receive one (1) entry. Limit one (1) entry via Method 1 per Entrant.

**-Bonus Entry Method 2:** Like Mahindra Tractors on Facebook through the provided link and receive one (1) entry. Limit one (1) entry via Method 2 per Entrant.

**-Bonus Entry Method 3:** Follow Mahindra Tractors on Twitter through the provided link and receive one (1) entry. Limit one (1) entry via Method 3 per Entrant.

**-Bonus Entry Method 4:** Entrants also have the opportunity to earn bonus entries via the post-entry refer-a-friend feature. Entrants will be given a unique URL address to share with their friends. For every friend that enters the Sweepstakes through the unique URL, the original referrer will receive five (5) entries. Limit twenty-five (25) entries via Method 4 per Entrant.

Any creation of accounts on and/or use of a Social Media Platform are subject to the terms and conditions of that Social Media Platform.

*Maximum number of entries allowed:* Twenty-nine (29) per Entrant.

To be valid, each entry must provide all requested information. Proof of entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited, and no mechanically reproduced entries are allowed; all such entries are void. The Promotion Entities are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. Information collected from Entrants is subject to Sponsor's Privacy Statement which can be found at <https://www.mahindrausa.com/read-our-privacy-statement-->

[xprivacy](#). By entering this Sweepstakes, you agree to the use of your personal information as described in the above Privacy Statement.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS 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.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Promotion Entities and Social Media Platforms (collectively, the "Released Parties"), from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, 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 of the Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical

malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE USA ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

**DRAWING AND NOTIFICATION:** The potential Winner will be selected in a random drawing conducted by the Sponsor (or Administrator). The Prize drawing will be conducted on or about July 28, 2025. Odds of winning the Prize will depend on the total number of eligible entries throughout the Sweepstakes Period. The potential Prize Winner will be contacted by the Sponsor (or Administrator) via email.

**PRIZE:** There will be one (1) Prize available. The Prize Winner ("Winner"), upon the Administrator's verification of eligibility, will receive a Mahindra limited edition ROXOR

Independence Edition side-by-side ("Prize"). The Prize has an approximate retail value ("ARV") of \$23,677. The value of the Prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of the Prize is lower than the stated ARV when the Prize is procured and fulfilled, then the difference will not be awarded. All other expenses associated with Prize acceptance or usage not specifically mentioned herein are the responsibility of the Winner. The Prize will be delivered to Winner "AS IS." Any upgrades or other options are at the sole expense of the Winner. The Winner acknowledges that Sponsor has not made nor is in any manner responsible for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize offered in the Sweepstakes, including but not limited to its quality, mechanical condition or fitness for a particular purpose. No substitution or transfer of the Prize will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute the Prize with another prize of equal or greater value.

**ADDITIONAL PRIZE CONDITIONS:** By accepting the Prize, the Winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. The potential Winner must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim the Prize. **Note: The Affidavit sent to a potential Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winner must note that the value of the accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. The Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached or does not comply with notification instructions within three (3) business days from the first notification attempt, if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

By accepting the Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

**DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and

Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a court within the State of Texas; (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 will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by the Entrants, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNERS LIST REQUEST:** To request confirmation of the first name, last initial, city, and state of residence of the Winner, please send a self-addressed, stamped business-size envelope, by September 10, 2025, to: ASC/CBA Mahindra Military Salute Sweepstakes Winners List Request, 300 State St. Suite 402, Rochester, NY 14614.