



KOMATSU EQUIPMENT
DAYS OF '47
COWBOY
GAMES & RODEO
PRESENTED BY ZIONS BANK

June 27, 2017

**DAYS OF '47 COWBOY GAMES & RODEO "NAME A BULL" SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

1. PROMOTION PERIOD: The Days of '47 Cowboy Games & Rodeo "Name A Bull" Sweepstakes ("Sweepstakes") will start on July 7, 2017 and end at 11:59:59 p.m. Mountain Daylight Savings Time ("MDT") on July 9, 2017 ("Sweepstakes Period"). Sponsor's clock is the official timekeeper for the Sweepstakes.

2. SPONSOR: The Days of '47 Cowboy Games & Rodeo Committee, P.O. Box 112287, Salt Lake City, UT 84147-2287 (hereinafter, "Sponsor"). This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. By entering the Sweepstakes, each entrant waives, discharges and releases Facebook from any and all liability associated with this Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes must be directed to Sponsor and not to Facebook.

3. ELIGIBILITY: The Sweepstakes is open only to legal residents of Utah who are at least eighteen (18) years of age or older at the time of entry. Entrants must have Internet access, a valid Facebook account, and a valid email address in order to participate. Membership to Facebook is FREE. Employees, officers and members of the Sponsor and its Event Staff, R&R Partners, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, suppliers, other entities involved in the development, implementation or fulfillment of the Sweepstakes (hereinafter, the "Released Parties") and the immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step brother, step-sister, half-brother, half-sister and those married to or living in the same household of the foregoing) are not eligible.

4. HOW TO ENTER: During the Sweepstakes Period, (i) have an active and non-protected Facebook account or sign up for a free Facebook account at www.facebook.com; (ii) visit <https://www.facebook.com/daysof47rodeo>; and (iii) post a comment to Sponsor's timeline about what you would name the next great rodeo bull (hereinafter, "Entry"). Any comment posted to Sponsor's timeline by a protected Facebook account will not be recognized as an Entry. If you post updates to or receive updates from Facebook via SMS from your wireless phone, your wireless-service provider may charge for each text message sent and received. Please consult your wireless-service provider regarding its pricing plans. **ALL ENTRIES MUST BE RECEIVED BY 11:59:59 P.M. MDT ON JULY 9, 2017. Limit one (1) Entry per person/per Facebook account.** Duplicate Entries or multiple Entries made by an entrant in excess of the stated limitation will be disqualified. Entering or attempting to enter the Sweepstakes multiple times through the use of multiple Facebook accounts or email addresses, or fraudulent Facebook accounts, or the use of robotic, automatic, or macro devices is not valid for Entry. **Any Entry that is submitted with the use of a robotic, automated or macro device will be void.** All Entries become the property of the Sponsor upon submission and will not be acknowledged or returned and the Sponsor has the right to dispose of the entries at Sponsor's discretion. By submitting an Entry, entrant agrees to abide by the terms of these Official Rules and all Facebook Statement of Rights and Terms and Conditions.

Entries may not contain, as determined in Sponsor's sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane, lewd or pornographic; obscene or offensive;
- Promotes irresponsible or excessive consumption of alcohol; promotes illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message;
- Defames, misrepresents or contains disparaging remarks about other people or companies;

- Communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and/or
- Violates any law or infringes upon the rights of any other person or company.

By entering, you acknowledge that your Entry may be posted at Sponsor's website or social media platforms, including but not limited to Facebook, in Sponsor's sole discretion. Sponsor has no obligation to use or post any Entry you submit.

The use of an Entry by Sponsor does not have any effect on the winner selection process and does not mean that you are a prize winner. Entries posted are the views/opinions of the individual entrant and do not reflect the views of Sponsor in any manner. Any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZE STATED HEREIN IF SELECTED AS THE PRIZE WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR.

By entering the Sweepstakes, each entrant grants Sponsor a worldwide, irrevocable, exclusive, assignable, transferable, unqualified, unrestricted, royalty-free license and right to edit, modify, publish, use, reuse, distribute, display, copy and otherwise exploit the Entry or any part thereof (with or without the entrant's name and city/state), and any materials based thereon or derived from, in any manner and in any media (whether now known or later developed), for any lawful purposes whatsoever (noncommercial or commercial), including, without limitation, for use in the commercial packaging and point-of-sale materials, or for promotion, marketing or advertising of Sponsor, its brands and/or products in any medium (whether now or hereafter known) throughout the world in perpetuity without further permission, notification, consideration, or payment to the entrant, except where prohibited by law. In addition, each entrant forever waives in favor of Sponsor all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that may preclude the use of the Entry (or any part thereof) as granted herein, or require entrant's permission to use the Entry (or any part thereof) for the purposes stated herein. If, in the sole discretion of the Sponsor, an Entry violates any law or infringes upon the rights of any third party, is inaccurate, incomplete or irregular in any way, or otherwise does not comply with these Official Rules or is deemed inappropriate, the Sponsor may disqualify the Entry. By submitting an Entry, each Entrant warrants and represents that his/her Entry is original and was created solely by him/her, that the Entry does not incorporate any material owned by any third party, and that use of the Entry as described herein will not violate any law or infringe upon the rights of any third party. If, in the sole discretion of Sponsor, the Entry violates any law or infringes upon the rights of any third party, is inaccurate, incomplete or irregular in any way, or otherwise does not comply with these Official Rules or is deemed inappropriate, the Sponsor may disqualify the Entry. To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified the Related Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless the Related Entities from and against any and all claims, actions suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from: (i) any Entry provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Sweepstakes; (iii) acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in the Sweepstakes; (iv) any non-compliance by Entrant with these Official Rules; (v) claims brought by persons or entities other than the parties to these Official Rules arising from or related to Entrant's involvement with the Sweepstakes; (vi) any malfunction or other problem with the Sweepstakes site in relation to the Entry and participation in the Sweepstakes by Entrant; or (vii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the Entry and participation in the Sweepstakes by Entrant.

5. SELECTION OF WINNER/RANDOM DRAWING/ODDS OF WINNING: One (1) potential prize winner will be selected in a Random Drawing from among all eligible Entries received during the Sweepstakes Period. The Random Drawing will be conducted on or about July 12, 2017. Odds of winning depend upon the total number of eligible Entries received during the Sweepstakes Period. The Random Drawing will be conducted by an independent judging organization designated by Sponsor whose decisions are final and binding in all respects to this Sweepstakes. The prize may not be awarded in the

event an insufficient number of eligible Entries are received. Entries are subject to verification of eligibility and compliance with the terms of these Official Rules.

Within twenty-four (24) hours of the random drawing, the potential prize winner will be notified via direct message on Facebook or via a comment by Sponsor to the Entry. Potential prize winner must respond as instructed within twenty-four (24) hours of notification by providing a valid email address or prize will be forfeited. Potential prize winner will be notified by the email address provided and will be required to complete and return a Prize Verification Form and a Publicity Release Form (collectively, "Release") within twenty-four (24) hours from attempted date of notification (as indicated by the date of the Release). Non-compliance with any of these Official Rules may result in disqualification, and if an entrant is disqualified or the potential prize winner notification is returned as undeliverable, the signed Release is not received by Sponsor in a timely manner, the prize winner is ineligible, or the prize winner declines his/her prize, the prize winner will be disqualified and the prize may be awarded to the an alternate prize winner. Sponsor is not responsible for fraudulent calls or emails made to entrants not by Sponsor, or for any change of entrant's email, telephone or mailing address.

6. ONE (1) PRIZE: One (1) winner will receive two (2) Silver Buckle tickets to be designated by Sponsor valid for admission only on Thursday, June 20, 2017 at the Utah State Fairpark in Salt Lake City, UT ("Prize Event"). The approximate retail value ("ARV") of the prize is \$40. In the event the prize is not available, Sponsor reserves the right to award a prize of equal or greater value at its sole discretion. Prize cannot be transferred, bartered or sold. By redeeming tickets, prize winner and his/her guests agree to comply with all venue rules and regulations. All tickets are subject to terms and conditions of use as stated on such tickets. Sponsor will not replace lost or stolen tickets. Any and all applicable local, state, and federal taxes relating to the acceptance and use of the prize are solely the responsibility of the individual prize winner. The prize cannot be used in conjunction with any other promotion or offer. In the event any of the Prize Event is cancelled, for whatever reason, Sponsor will not provide any cash substitution or prize substitution in lieu of the cancelled Prize Event. **Prize winner will be solely responsible for any and all air transportation, ground transportation, lodging, gasoline, mileage, tolls, parking, meals and gratuities required for traveling to the Prize Event.** By accepting the prize, prize winner and his/her guests agree to act in a manner that is safe and respectful of Sponsor and Event Staff during the Prize Event. If the prize winner and/or a guest of the prize winner should appear to be inebriated, impaired or acting inappropriately, if the prize winner and/or a guest of the prize winner speaks profanity or shows any lewd or sexually suggestive gesture or full or partial nudity, or if the prize winner or a guest of the prize winner become(s) involved in any situation or occurrence which could reflect unfavorably upon any other individual, that creates the potential for death, disability, injury and/or property damage, the Sponsor, and Event Staff shall have the right, in their sole discretion, to remove both the prize winner and his/her guests from the premises and the remainder of the Prize Event without any further compensation. Sponsor and the Released Parties will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the Prize Event. Only one (1) prize will be awarded as stated in these Official Rules.

7. GENERAL: The value of the prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of the prize is more than the actual fair market value of the prize, the difference will not be awarded in cash or otherwise. The Sponsor reserves the right, in its sole discretion, at any time and at any stage of the Sweepstakes, to reject or disqualify any Entry that is deemed ineligible or for any reason that the Sponsor feels is necessary and/or appropriate, including without limitation, if that entrant has not complied with the Official Rules or has interfered, in Sponsor's sole opinion, with the proper conduct of the Sweepstakes. All decisions of the Sponsor are final and binding in all aspects of the Sweepstakes. By participating, entrants agrees on his/her behalf, to release, indemnify, defend, and hold harmless Sponsor and the Released Parties from any and all actions, causes of actions, suits, or liability whatsoever for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, costs or expense whatsoever (including without limitation, property damage, personal injury and/or death) which may occur in connection with (i) participation in the Sweepstakes, (ii) entrant's conduct in submitting his/her Entry, (iii) violation of these Official Rules, (iv) possession, acceptance, use or misuse of a prize or (v) Sponsor's and the Released Parties' use of any rights granted herein, and for any claims based on publicity rights, defamation or invasion of privacy or alleged breach of entrant's representations and warranties herein. The Sponsor and the Released Parties shall not be liable for: (1) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, (2) telephone system, telephone

or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (3) data corruption, theft, destruction, unauthorized access to or alteration of an Entry or other materials; (4) any injuries, losses or damages of any kind caused by the participation in the Sweepstakes; (5) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes; or (6) any unauthorized use of entries by third parties. The Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. The Sponsor may disqualify any entrant if, in its sole discretion, it determines s/he is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other entrants or the Sponsor, the judges or their respective representatives. If Sponsor at any time receives a complaint (including but not limited to a cease and desist letter, general letter of complaint etc.) alleging intellectual property infringement of the Entry, Sponsor reserves the right to disqualify the Entry. The Sponsor shall not be responsible if the Sweepstakes or prize fulfillment cannot be implemented or does not take place for any reason including delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism, including without limitation, or for any reason outside of the Sponsor's control. By participating, entrants acknowledge that Sponsor does not waive any rights to use similar or related ideas without any restriction whatsoever, or further obligation to entrant. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE 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.** In the event of a dispute as to the identity or eligibility of any Entry based on a Facebook account, the Entry will be declared made by the Authorized Account Holder of the Facebook Account submitted at time of Entry.

8. BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Utah law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE

LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) 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), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S 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 EVERY ENTRANT.

9. GOVERNING LAW & JURISDICTION: The Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Utah, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in "Binding Arbitration" Section of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Utah, in the city of Salt Lake City

10. NAME OF WINNER: Available at <http://daysof47cowboygames.com/contestwinners> on or about July 31, 2017.