

CAT REWARDS PROGRAM
TERMS AND CONDITIONS
Effective Date: 03/31/2021

AGREEMENT TO THESE TERMS: Your continued access to and/or use of the Program on the Website (defined below) means you have read, understand and agree to be bound by and comply with these Terms, which include a **BINDING ARBITRATION PROVISION**, and any additional terms provided on the Program Website (defined below). If you do not agree to the Terms, please do not participate in the Program or use the Site.

These Terms may be modified, cancelled or amended from time-to-time in Sponsor's sole and absolute discretion and notices, disclosures and updates may be made by posting revised Terms to the Site, and your continued participation in the Program is deemed your express consent to be bound by any such Terms, notices, disclosures or updates.

The Program is void where restricted or prohibited by law.

A. OVERVIEW OF CAT REWARDS PROGRAM

The Cat Rewards program ("**Program**") is a trade rewards program through which eligible, registered companies ("**Participants**" (as further defined below), "**you**" or "**your**") can earn and accumulate Cat Reward Points. The Program is offered and available to an eligible company or entity (through its permitted Company Representatives defined below) due to and in furtherance of its business relationship actively purchasing Caterpillar products and services, and/or reselling such products and services as applicable. Participation in the Program is not intended for inactive companies or individuals, and participation is not intended to be used to further personal, family or household interests or matters. The Program offers two (2) types of points: "**Product Points**" earned by purchasing Caterpillar products and/or services; and "**Activities Points**" earned by participating and completing various offered Activities (defined below) on www.Rewards.Cat.com (the "**Website**" or "**Site**") (unless otherwise indicated, collectively herein referred to as "**Points**"). All Points are subject to the terms and conditions set forth in these Program Terms and Conditions ("**Terms**") available on the Website, which may be accessed directly or via the Program specific app. Participants may redeem their Points for merchandise, pre-paid credit certificates, Cat branded merchandise, and travel/events ("**Rewards**").

Each time you access and/or use the Program, you agree to be bound by and comply with these Terms and any Additional Terms (defined below). If you do not agree to all of these Terms, you are prohibited from participating in the Program. The business realities associated with operating the Program are such that, without the limitations that are set forth in these Terms -- such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes -- we would not make the Program available to you.

In some instances, these Terms and separate guidelines, rules, or terms of service, setting forth additional or different terms and/or conditions will apply to your use of the Program (in each such instance, and collectively, "**Additional Terms**"). For example, in addition to these Terms, any contest, sweepstakes or other promotion we may offer as part of the Program or to select Program Participants, is and will also be

subject to separate official rules (“**Official Rules**”), which will be posted in the Program during the applicable promotion period and which will govern Participants’ participation, and our execution, of each such promotion. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control the terms relating to the specific activity and these Terms shall control the underlying general terms, unless the Additional Terms expressly state otherwise.

Any information Participants provide to us in connection with this Program or any contest, sweepstakes or other promotion or offer operated in connection with this Program is subject to Sponsor’s Global Data Privacy Statement and Data Governance Statement. Further, the information Participants provide may be shared between the Sponsor, its Dealers (as defined below) (and their authorized representatives) to assist with the delivery or administering of this Program (available at <http://www.caterpillar.com/en/legal-notices.html>).

B. SPONSOR AND ADMINISTRATOR

The “Sponsor” is Caterpillar Inc., a Delaware corporation with offices located at 100 N.E. Adams St., Peoria, IL 61629. The “Administrator” is Schoeneckers, Inc., doing business as BI Worldwide, 7630 Bush Lake Road, Minneapolis, Minnesota 55439. As used in these Terms, the terms “**we**,” “**us**,” and “**our**” shall be deemed to collectively refer to both Sponsor and Administrator. As stated above, the terms “**Participant**,” “**you**,” and “**your**” mean eligible, registered participants of the Program as defined herein.

C. PROGRAM PERIOD, PARTICIPANT ROLES AND ELIGIBILITY

The Program began on August 24, 2016 and will continue until terminated as provided herein (the “**Program Period**”). To the extent permitted by applicable law, Sponsor reserves the right to shorten, extend, suspend, modify, terminate, or cancel the Program or any element thereof, at its discretion, at any time without notice to you. If the Program is terminated, all unredeemed Points will be forfeited without any obligation or liability, and no Award claims will be honored. The clock on the Administrator’s (defined below) server shall be the official time keeping device for this Program. All time referenced in connection with the Program is Central Time. Participants are solely responsible for determining the corresponding time zone in their respective jurisdictions; Program Entities (defined below) disclaim all liability or responsibility relating thereto. In order to enroll in and use the Program, Participants must have a Device that is capable of accessing the Internet. **Messaging & data rates apply to internet access via mobile devices.** Other charges may apply; check your mobile plan for rates/details. Consent is not a condition of purchase.

To enroll in the Program, visit the Website and follow the online enrollment instructions. There is no cost to enroll. U.S. and Canadian domiciled companies are eligible to enroll in the Program (“**Participant**” or “**Company**”). From each eligible Company an owner/principle, or authorized manager/designee will be deemed the sole contact for the Company (herein a “**Company Representative**” a/k/a “Administrator” only on the Site/FAQs). **Limit one (1) Company Representative per Company.** Such Company Representative shall be required to have an active and valid CWS ID. Upon proper enrollment, each Participant will be assigned a Program account (referred to herein as the “**Account**”). The Participant shall be deemed the sole owner of the Account and any and all Points contained therein. Any Reward that is redeemed from the Account shall be the property of Participant. The Account will contain the Company Representative’s position/role, Company, and contact information, as well as various Program specific information.

The Company Representative will have responsibility for, among other things, redeeming Purchase and Activity Points on behalf of their Company.

These Company Representative functions can be completed by following the instructions on the Website or by contacting the Sponsor through the “Contact Us” feature on the Website.

In connection with the Account, Participant, through its Company Representative, agrees to: (i) provide true, accurate, current, and complete information in connection with the Account and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete at all times; (ii) be solely responsible for all activities that occur under your Account – whether or not you authorized the activity; (iii) be solely responsible for maintaining the confidentiality of the Account password and for restricting access to computers, mobile phones or other wireless devices, or other Internet enabled devices associated with such Account (each, a “**Device**”) so that others may not access the Program or the Account ; (iv) immediately notify us of any unauthorized use of the Account, password, or CWS ID, or any other breach of security by contacting us using the “Contact Us” feature on the Website; and (v) not sell, transfer, or assign the Account. We will not be liable for any loss or damage (of any kind and under any legal theory) to Company or any third party arising from inability or failure for any reason to comply with any of the foregoing obligations. If any information provided, or if we have reasonable grounds to suspect that any information provided, is false, inaccurate, outdated, incomplete, or violates these Terms, or any applicable law, then we may suspend or terminate participation in the Program. We also reserve the more general and broad right to terminate any Account or suspend or otherwise deny access to the Account or benefits – all in our sole discretion, for any reason, and without advance notice or liability.

ELIGIBILITY: The Program is open to active, eligible Participants. An eligible Participant is a Company that is represented by a Company Representative who is: (i) physically located and resides in the fifty (50) United States, the District of Columbia, or Canada; (ii) 18 years old or older at the time of Participant enrollment in the Program; and (iii) an owner/principle or authorized manager/designee of the Company.

Any Company that has a Managed Account, Caterpillar Dealers, Resellers (as defined below) and BI WORLDWIDE and its and their respective subsidiaries and affiliated companies are NOT eligible to participate in the Program. Employees, officers, directors of Sponsor, BI WORLDWIDE, their parent companies, and each of their respective subsidiaries and affiliated companies, advertising/promotion agencies, entities or individuals engaged in the development, administration, production, or distribution of materials for, or implementation of the Program (collectively referred to herein as the “**Program Entities**”), and the immediate family members (*i.e.*, spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to participate in the Program.

IMPORTANT NOTICE: Participants have the responsibility to review and understand applicable government policies and/or their employer’s policies (“**policies**”) and all applicable laws, rules, and regulations (“**laws**”) regarding eligibility to participate in trade promotions, including this Program. If an individual or Company is participating in violation of any policies or laws, that individual or Company will be disqualified from this Promotion, or from receiving a Reward, in Sponsor’s sole discretion. Sponsor and Administrator disclaim any and all liability and responsibility related to this matter.

By accessing the Website, enrolling and/or participating in the Program, such action constitutes Participant’s full and unconditional agreement to these Terms. Sponsor reserves the right to revise or change these Terms at any time in its sole discretion. If the Terms are updated, any changes will apply to all Participants enrolled in the Program on the date the revised Terms are posted on the Website. THE

TERMS AND CONDITIONS UNDER WHICH WE OFFER THE PROGRAM MAY BE MODIFIED AND WE MAY CEASE OFFERING THE PROGRAM UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE PROGRAM YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE PROGRAM WEBSITE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR CONTINUED PARTICIPATION THE PROGRAM AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE REVISED TERMS. Therefore, you should review the posted Terms each time you use the Program (at least prior to each transaction, submission, or activity). The revised Terms will be effective as to new use and transactions as of the time that we post them or such later date as may be specified. However, the Terms that applied when you previously used the Program will continue to apply to such prior use (*i.e.*, changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the Program page, and the e-mail you associated with your Account for notices, all of which you agree are reasonable manners of providing you notice. You can reject any new, revised or Additional Terms by discontinuing participation in the Program and related services. A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Terms. The most current version of these Terms will be available on the Website.

A Participant may not: (a) activate or use more than one (1) Account, name, or email address; (b) use the name of another person without authorization of that person; (c) use a false or misleading name, address, or e-mail address to activate or use an Account; or (d) use, present or supply false or misleading information to the Program, or to any entity involved in the Program.

Each Company/Participant is limited to one (1) Account. Any duplicate Accounts are subject to cancellation, and any Points accumulated in both Accounts of such Participant will be forfeited. An Account cannot be used or accessed by multiple persons. Participants must keep all registration information current at all times. Participants may update their registration information by logging into the user information section of the Website.

In the event of a dispute over the identity of a Participant or entrant in a Program promotion, the entry or other submission will be deemed submitted by the Authorized account holder. **"Authorized account holder"** is defined as the natural person who is assigned to an e-mail address by an internet service provider, on-line service provider or organization (*e.g.*, business, educational institution, etc.) that is responsible for assigning the e-mail address or the domain associated with the e-mail address submitted.

D. PURCHASE POINTS AND ACTIVITY POINTS

During the Program Period, after eligible Participants have enrolled in this Program, the purchase of select Caterpillar products and/or services during the Program Period, as applicable, from Caterpillar, Caterpillar authorized Dealers (**"Dealer"**), and Caterpillar authorized U.S. and Canadian re-sellers (specifically referred to as **"Reseller"** where applicable) (**"Eligible Products"**) will earn promotional purchase points (**"Purchase Points"**). Those eligible Participants who enrolled in this Program will be eligible to receive Purchase Points for Eligible Product purchases made for that entire month for which enrolled and thereafter during the Program Period (for example, registration date = August 13, 2021, beginning Purchase point earning date = August 1, 2021). The Purchase Points earned will vary by each Eligible Product and Service. Eligible Products and Services and corresponding Points value will be listed on the Website and are subject to change. Purchase Points will be deposited into the Participant's Account the

month following the month eligible purchases were made (for example, purchases made August 1 – August 31, 2021 will be deposited around September 15, 2021). Points will be redeemed on a first-in first-out (“**FIFO**”) basis, determined by time of deposit into the Account. Points will also expire on a FIFO basis (see applicable section below). In the event changes, updates or improvements to the existing Program platform and/or related network and technologies (“**Program Platform**”) or a transition to a different, revised or updated Program Platform necessitates conversion of the Program or any element thereof (in Sponsor’s sole discretion), existing eligible Points will be converted to the new Program Platform and the date stamp at the time/date of such conversion will be the applicable deposit date for FIFO redemption, expiration, etc. Throughout the Program Period, Sponsor may have highlighted Eligible Products or Services on the Website and for the time period, as stated, will assign it/them a higher Point value.

During the Program Period, Sponsor may, but without obligation, from time to time, offer activities (“**Activities**”) which may award promotional activity points (“**Activity Points**”) or prizes for the Participant who participates in that Activity and fully completes the Activity’s requirements. Activities will vary and are subject to change in Sponsor’s sole and absolute discretion, may vary by Participant and may not be offered or accessible to all Participants. Activities are anticipated to include, but are not limited to promotions, challenges, polls, quizzes, and/or reporting of purchases/services provided, and any other similar or dissimilar activities added by Sponsor. A Participant must be registered and have an active Account in good-standing to participate in any Activities, earn and collect Points. Account “in good-standing” means, among other things, that the Account is active, has not been subject to any inquiry for fraud or other suspect activity, all Points therein are earned by valid means, and the Account is maintained by an eligible Participant, pursuant to these Terms. Each Activity may have a begin/end date, and specific rules or instructions which govern it; specific details, added limitations and restrictions for an Activity will be posted on the Website and are incorporated herein. Any actions and transactions (even if they are considered Activities) taken prior to enrollment month are not eligible to earn Points, except to the extent expressly indicated, if any. We may impose limits on accessibility, or to certain features, Activities, promotions, or services, in whole or in part, at any time and for any or no reason, with or without prior notice and without liability.

Activity Points can only be earned on eligible Activities offered in connection with the Program that are open and active at the time the eligible Participant accesses the Website. Sponsor reserves the right to limit, terminate, cancel, extend, shorten, or modify any element of the Program, including but not limited to any Activities, or any elements thereof at any time, in its sole discretion. A Participant may only complete each Activity one (1) time, unless otherwise noted on the Website. Options to earn additional Points via non-Website related activities may be provided at the sole discretion of the Sponsor.

Points awarded in conjunction with an Activity will only be considered earned when a Participant completes that Activity in accordance with the instructions provided and is presented with a closing/confirmation page. Points earned for completing Activities will vary by Activity; the number of Points earned for completing a specific Activity will be posted on the Website. We reserve the right, in our sole discretion, at any time during the duration of this Program, all as set forth in these Terms, to: (i) change the number of Points awarded, or to award no Points, for any particular Activity, (ii) offer additional or new Activities for a limited time or permanently, (iii) delete any or all means to earn Points, (iv) limit the number of times or frequency a Participant may earn Points for engaging in an Activity, and (v) offer Points earning opportunities to select groups of Participants. Also, we may offer Points for engaging in an Activity under one set of rules for one promotion and may opt not to offer Points for engaging in that same activity under different and/or subsequent promotion(s). Once deposited into the Account, Activity Points can be used as soon as they are reflected in the Account balance and/or may be accrued over time for later use. It is anticipated that Activity Points will be deposited into the Account on

or within one (1) week after an Activity has been completed unless otherwise noted by Sponsor. Purchase Points will be deposited into the Account once per month (anticipated to be on or about the 10th business day of the following month) after completing the applicable transaction, unless otherwise noted by Sponsor. Points are always subject to verification and eligibility determined by us, in our sole and absolute discretion.

Participants acknowledge that Sponsor is under no obligation to provide any or a particular number of transactional or promotional opportunities to earn Points. Account balance, as displayed on the Website, is composed of Points that are available for use. Points used for the purchase of Rewards will be immediately deducted from the Participant's Points balance upon confirmation of the transaction on a FIFO basis. Points may be used one (1) time only. Sponsor will use reasonable efforts to ensure Points are allocated and accrued correctly; however, Participants should review their Accounts to ensure that their Points are properly credited. If a Participant believes that their Account balance is incorrect, within six (6) weeks of the applicable Activity or purchase of Eligible Products in which Participant did not receive Points, the Participant should go to the "Contact Us" page on the Website. The submission should include the Company name, the Company Representative's name, email address and specific information concerning the Points in question. Sponsor will investigate the matter and respond back to the Participant. Points subsequently determined, in the sole discretion of Sponsor, to be invalid, will be removed from a Participant's accumulation total. All decisions made by Sponsor are final and binding.

Purchase Points and Activity Points are promotional only, pursuant to this Program. Points have no cash value and may not be used as legal tender. Any Points you earn by completing an Activity or purchase of an Eligible Product or Service are considered a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable right solely for use towards redemption for Rewards. Accordingly, Participant has no property, proprietary, intellectual property, ownership, or monetary interest in his/her Points, which remain Sponsor property at all times. Points have no "real world" value and are not redeemable for cash, transferable or assignable (unless otherwise stated herein) for any reason or otherwise by operation of law. Points have no purpose or use except in exchange for Rewards (if any) offered via the Program. Points may be revoked at any time by Sponsor as set forth herein. Participants may not combine, accumulate, or transfer Points with other Participants' Accounts (unless otherwise stated herein). Points are not considered to be property of a Participant and as such, a Participant cannot purchase, sell, barter, trade, transfer, or assign their Points to any other person (unless otherwise stated herein), and Points are not transferable as part of a domestic relations matter or otherwise by operation of law. Any attempt to combine or transfer Points may result in disqualification from the Program and forfeiture of all Points in any Account. Points will not be valid unless earned in strict compliance with the requirements as established and intended by us, and Participant shall not attempt to earn Points by any artifice, or other means (including, without limitation, by using any script, bot, or other automated means) that only simulates compliance with the applicable requirements. Sponsor reserves the right, in its sole discretion, to take any other action it deems appropriate in the event it believes a Participant may have violated these provisions.

E. POINTS EXPIRATION AND FORFEITURE FOR ACCOUNT CANCELLATION OR INACTIVITY

Sponsor may disqualify from participation in the Program any Company if affiliation with a company or entity may bring Sponsor into public disrepute, scandal or otherwise reflect unfavorably on Sponsor, its brands, products, or services. Sponsor may terminate any Account, in its sole discretion if the Participant is non-compliant with or in violation of any of these Terms, including, without limitation, eligibility, failure to follow Program policies and procedures, the misuse, sale or barter of merchandise/Rewards or Points and any misrepresentation of fact relating thereto, or other improper conduct as determined by Sponsor.

In Sponsor's sole discretion, Participant may be disqualified from future participation in the Program or similar Sponsor loyalty programs.

Sponsor reserves the right to institute expiration dates for Points, as determined in our sole discretion. Upon termination of an Account by Sponsor, the Points within the Account will be immediately forfeited. If a Company elects to remove or change their Company Representative or the Company Representative leaves employment, or are terminated, a new Company Representative must be assigned by Company. Sponsor may reject any Company Representative and a Company shall appoint an alternate Company Representative. Points in the Account will remain, but Participant will not be able to accrue any additional Points until a new Company Representative is assigned to the Account.

Points expire on a FIFO basis twelve (12) months from the date of deposit into the Account. Sponsor may provide a Notice of Point Expiration at least 30, but not more than 60 days prior to Points expiring.

If a Participant is disqualified or if Points/Rewards are forfeited for any reason, as stated in these Terms, the Points/Rewards will be void, will not be reinstated, and Participant will not be compensated therefor in any manner.

Participants may terminate their enrollment at any time by logging into the Website and requesting that their Account be terminated through the "Contact Us" feature on the Website.

Participants will have sixty (60) days after the Program end date (or otherwise the specific number of days noted in the Program ending announcement) during which to redeem any remaining Points in their Account. After such sixty (60) day period, all Points will expire and the Program will no longer be available, and no further liability will be owed by us to any Participant. Any Points remaining in any Account over sixty (60) days after the Program Period end date will be forfeited without compensation.

F. REWARDS AND REDEMPTION

1. **Rewards Generally.** Rewards are awarded to Company and not to an individual. Once earned, Points will be deposited into the Account and can be used to acquire Rewards such as merchandise, offers and other items of value from the Rewards section of the Program Website, while supplies last. Rewards, and the redemption thereof, and any other related information are subject to prior confirmation of eligibility, compliance with these Terms, and verification of a potential Participant and eligible Company Representative; Rewards will not be awarded until Participant recipient is confirmed and the verification process is complete, in Sponsor's absolute discretion. The items listed as Rewards on the Website will change as available items are redeemed and additional items are added by Sponsor. Merchandise/items/prizes pictured as Rewards on the Website are for illustrative purposes only and may not necessarily reflect the actual Reward, or exact colors, styles, or models of a Reward. Sponsor makes no representations, warranties, or guarantees that any particular Reward will be (or will continue to be) available or offered in the Program. Reward availability is limited and is on a first-come, first-served basis. Sponsor reserves the absolute right to modify, change, delete or add Rewards, or any element thereof at any time. Sponsor reserves the right to modify the Points value(s) for any Reward, at any time and for any reason, during the Program Period. Use, warranty, refunds, exchanges and other issues regarding the merchandise or item redeemed as a Reward are governed by the third-party vendor's terms and conditions applicable to the Reward and are not the responsibility of Sponsor or any other party involved with this Program.

2. Redemption of Points. To spend/redeem Points, navigate through the items listed on the Rewards section of the Program Website. Participant can choose any item still available for which there are accumulated sufficient Points for redemption. Select the item to redeem and follow the instructions to complete the redemption process. As part of the redemption process, Participant will receive a confirmation email that the order has been received. Emails will be sent to the email address entered at checkout. The total number of Points a Participant can use to redeem an item at any given time is the total number of Points available in the Account at the time of redemption. Once a Participant has ordered an item from the Rewards section of the Program Website, the order is final, and the appropriate number of Points will be deducted immediately from the Account.

3. Provide Accurate Information. Each Participant is responsible for ensuring all information associated with the Account is accurate and up to date. We are not responsible for non-receipt of an item shipped to the mailing address associated with an Account. Changes to Accounts, or the information in them, should only be made by the Participant to whom such Account belongs.

4. Points Redemptions are Final. All Points redemptions for items are final. Points will not be refunded or placed back in an Account. We will not refund any quantity of redeemable Points for any reason after an order has been placed. Merchandise may not be returned except if item is damaged or defective, in which case item will be replaced with the same or like item.

5. Points Conversion. From time to time, we may make items available in the Rewards section of the Program Website that will allow a Participant to convert accrued Points into Rewards based on a pre-determined conversion ratio set by us. You understand and agree that we may set the Points conversion ratio for any such Rewards in our sole and absolute discretion, and we may change such conversion ratio at any time throughout the Program Period. The conversion ratio for Points into Rewards may vary among retailers or Rewards providers.

6. Rewards Sweepstakes. From time to time, as part of the Program activities, we may elect to conduct sweepstakes, some of which may be open for entry only to select Participants, and others which may be open to other sectors of participants (each a “**Sweepstakes**”). All Sweepstakes are subject to all rules, terms, and conditions of the Sweepstakes, and described in the Official Rules that accompanies the Sweepstakes, and which are incorporated herein. Methods of entry, deadline dates, prizing and specific details of each of the various Sweepstakes will be detailed in the applicable Official Rules; unless otherwise stated, all other general provisions of these Terms will apply and govern Participants who enter a Sweepstakes offered through this Program (by way of example only, such provisions as participation requirements, disqualification, limitations of liability, publicity and other releases, etc.). **Eligibility for this Program does not necessarily confer eligibility for any Sweepstakes, and requirements may differ as stated in the Official Rules of the respective Sweepstakes.**

7. Other Terms Applicable to Rewards. Certain Rewards, such as higher value merchandise participation in offers, promotions or events, and/or items with additional terms imposed by the issuer, supplier, vendor, manufacturer, provider of merchandise, items or prizes, or Sponsor will have added restrictions and limitations, which may vary from these Terms (such as higher age requirements, imposition of expiry dates, redemption limits, etc.). Participant will be bound by any such additional terms. If, through no fault of their own, a Participant does not qualify for a Reward (because they do not satisfy the additional restrictions and/or limitations particular to such Reward) the Points will be returned to the Account. *Certain Rewards will require the potential Participant to first properly execute, have notarized and timely return an Affidavit of Eligibility, Liability and Publicity*

Release (or other release documents required by Sponsor and/or the Reward vendor) as part of the redemption process, or else that individual will not qualify as eligible to redeem that particular Reward.

Any required documentation, as determined by Sponsor, must be properly completed by an authorized representative of Company (who may be the same or different individual than the Company Representative assigned to this Program) and returned within fourteen (14) days of notification, unless otherwise specified. Non-compliance or failure to timely complete and return required documentation will result in ineligibility to redeem/forfeiture of said Reward (s) and any Points used in association with such item(s). If any Reward item, prize, e-mail or any other notification is returned as undeliverable, item and any Points used in association with such item, or a prize, may be forfeited (at the Sponsor's sole and absolute discretion), and Sponsor shall have no further obligation to award said item. Each Participant agrees to be bound to these Terms, to comply with Sponsor's redemption and verification process and requirements, and any individual Rewards description, requirements and limitations indicated on the Website and/or terms established by the Sponsor or Administrator, all of which are hereby incorporated herein. Unless otherwise stated in connection with a particular Reward, a Reward must be utilized only by the Participant, may be used one time only, and cannot be transferred or assigned. We reserve the right to verify your eligibility qualifications prior to fulfilling a reward.

G. DELIVERY/TAXES/WARRANTY

Any Rewards, whether redeemed using Points or earned through Website Activities, will be delivered via mail, email, or such other method of delivery as solely determined by Sponsor. All Rewards will be delivered to the U.S. or Canadian mailing address/email address entered at checkout. Rewards will be shipped via U.S. mail (or other carrier at the discretion of Sponsor) within four to eight (8) weeks from date of order/notification unless the Program states a different schedule or the particular reward you ordered is limited in quantity, backordered, or out of stock. Merchandise can only be shipped within the U.S. and Canada. Some merchandise cannot be shipped to a P.O. Box, in which case the Participant will be asked to provide a street address. Sponsor reserves the right to substitute unavailable Rewards with merchandise of equal or greater value. Rewards in the form of online codes will be sent via e-mail to the e-mail address provided at checkout within four (4) weeks from the date of the order/notification. Rewards that are undeliverable for whatever reason (including because your Program information is incorrect) will not be re-sent and are forfeited, and the Points will not be refunded.

SPONSOR DOES NOT ENDORSE OR ASSUME LIABILITY OR RESPONSIBILITY FOR: (A) ANY OF THE SUPPLIERS, VENDORS, MANUFACTURERS, OR PROVIDERS OF MERCHANDISE, REWARDS, ITEMS OR PRIZES (COLLECTIVELY, "ITEM SUPPLIERS"); (B) ANY OF SAID ITEM SUPPLIERS' PRODUCTS, SERVICES, ITEMS OR GIFT CARDS; AND (C) FOR ANY OF SAID ITEM SUPPLIERS' PRACTICES, POLICIES OR TERMS AND CONDITIONS.

THE PROGRAM ITEMS/REWARDS ARE PROVIDED TO PARTICIPANTS "AS IS" AND SPONSOR DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

Participants are solely liable and responsible for their own tax and legal obligations. If applicable, Sponsor may withhold taxes. Participant acknowledges that Sponsor may be required to provide or supply certain information to applicable government agencies or departments regarding any payments or items

awarded in connection with the Program. Participant agrees to provide Sponsor with all required information to assist Sponsor in complying with its reporting or withholding obligations.

H. GENERAL CONDITIONS

Sponsor has the sole discretion to interpret and apply the Terms for the Program. All issues, concerns, questions or disputes regarding the Program, or any element thereof, including, but not limited to, participation and/or a Participant's compliance with these Terms will be resolved by Sponsor in its sole discretion, which decisions will be final and binding in all respects. Sponsor is not responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.

Neither Sponsor nor other Program Entities or agencies are responsible for lost, late, misdirected (including into spam or junk folders), incomplete, unintelligible, illegible, stolen, returned, or undelivered Points, Rewards, notifications, communications, mail or e-mail, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, app, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of information, nor for the failure to capture any such information. Persons who attempt or suspected of attempting to tamper with or abuse any aspect of the Program or Website, as solely determined by the Sponsor, will be disqualified. ANY ATTEMPT BY ANY PERSON TO DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor is not responsible for injury or damage to Participants' or to any person's computer or mobile device related to or resulting from participating in this Program or downloading materials from or use of the Website. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, Program materials and/or any other information relating to this Program, these Terms shall govern.

Program Entities shall not be liable to Participants or any person or entity for cancellation, delay, or any other failure to execute the Program or any element thereof or supply Points, Rewards, items or prizes, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation/delay of any event/experiences, epidemic or pandemic, or any similar or dissimilar event beyond their reasonable control.

These Terms, together with the Privacy Policy, and any other additional terms and limitations posted on the Website, constitute the entire agreement between Participant and Sponsor pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written.

If any provision of these Terms is found to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms only to the extent of its invalidity, and the remaining Terms will

otherwise remain in full force and effect. To the extent permitted by applicable law, Participants waive any applicable statutory and common law that may permit a contract to be construed against its drafter.

When Participants communicate with us electronically, such as via e-mail and text message, Participants consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. Participants agree that all agreements, notices, disclosures, and other communications that we provide to Participants electronically satisfy any legal requirement that such communications be in writing.

We reserve the right, without any limitation, to: (i) investigate any suspected breaches of the Website's security or its information technology or other systems or networks; (ii) investigate any suspected breaches of these Terms and any Additional Terms; (iii) investigate any information obtained by us in connection with reviewing law enforcement databases or complying with criminal laws; (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; (v) prosecute violators of these Terms and any Additional Terms; and (vi) discontinue the Program, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate Participant's access to it, in whole or in part, including any Accounts or registrations, at any time, without notice, for any reason and without any obligation to Participants or any third party. Any suspension or termination will not affect a Participant's obligations to us under these Terms or any Additional Terms. Upon suspension or termination of Participant's access to the Program, or upon notice from us, all rights granted to Participants under these Terms will cease immediately, and Participants agree that they will immediately discontinue use of the Program. The provisions of these Terms and any Additional Terms, which by their nature should survive suspension or termination will survive, including the rights and licenses Participants grant to us in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

We may assign our or your rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by Participants, and Participants may not delegate Participant's duties under them, without the prior written consent of an officer of Sponsor.

Except as expressly set forth in these Terms or any Additional Terms, (i) no failure or delay by Participants or us in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by an officer of the Sponsor.

Participants are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service providers, mobile service, and other services needed for Participant's access to and use of the Program and Participants will be responsible for all charges related to them.

I. LIMITATION OF LIABILITY

BY PARTICIPATING IN THE PROGRAM, PARTICIPANTS AND THEIR AUTHORIZED COMPANY REPRESENTATIVES AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO RELEASE, DEFEND, DISCHARGE AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, OTHER PROGRAM ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST

ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF INTELLECTUAL PROPERTY, PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF: (A) THE PROGRAM AND WEBSITE, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, PARTICIPANT'S USE OF OR INABILITY TO USE THE PROGRAM/WEBSITE OR ANY PART THEREOF, OR THE PERFORMANCE OF THE PROGRAM/WEBSITE; (B) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY RELEASED PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING PARTICIPANT'S ACCESS TO OR USE OF THE PROGRAM; (C) ANY ERRORS OR OMISSIONS IN THE PROGRAM'S OR WEBSITE'S TECHNICAL OPERATION; (D) ANY DAMAGE TO ANY USER'S DEVICE, HARDWARE, SOFTWARE, MODEM, OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE, OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING LOSSES OR DAMAGES IN THE FORM OF LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR EQUIPMENT FAILURE OR MALFUNCTION; (E) THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION, OR MISUSE OF AN ITEM, POINT, REWARD OR PRIZE (INCLUDING BUT NOT LIMITED TO PARTICIPATION IN PRIZE/REWARD RELATED ACTIVITIES) OR ANY ELEMENT THEREOF, AND (F) PARTICIPATION IN THE PROGRAM AND/OR PROGRAM RELATED ACTIVITY. The foregoing limitations of liability will apply to the fullest extent permitted by law even if any of the foregoing events or circumstances were foreseeable and even if Released Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether Participants bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Program). Participants covenant not to sue any Released Party or cause them to be sued regarding any matter released herein; and further covenant not to disaffirm, limit or rescind these releases to the fullest extent permitted by law. A waiver by one or more of the Released Parties of any term in these Terms does not constitute a waiver of any other provision.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROGRAM, PARTICIPATION IN PROGRAM AND/OR RELATED ACTIVITIES OR INABILITY TO SO PARTICIPATE, THE USE OR MISUSE OF AN ITEM OR PRIZE OR ANY ELEMENT THEREOF, OR ACCESS TO, AND USE OF ANY PARTICIPATING WEBSITE(S)/APP OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE(S). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OF THE SORT THAT ARE DESCRIBED ABOVE, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE, INCLUDING THE PROGRAM, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RELEASED PARTIES' TOTAL LIABILITY TO PARTICIPANTS, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH PARTICIPANT'S ACCESS TO AND USE OF THE PROGRAM AND PARTICIPANT'S RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE LESSER OF (i) THE AMOUNT PAID TO SPONSOR, DEALER OR RESELLER BY PARTICIPANT IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S), OR (ii) FIVE HUNDRED DOLLARS (\$500.00); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY A MANUFACTURER OF A PHYSICAL PRODUCT.

BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT INDEMNIFIES AND HOLDS THE RELEASED PARTIES HARMLESS FROM, AND WAIVES ANY AND ALL RIGHTS TO BRING, ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

J. PARTICIPANT'S RIGHT OF PUBLICITY LICENSE

By participating in the Program, Participants hereby irrevocably grant, where lawful, the non-exclusive, royalty-free, irrevocable right to the use and exploit (but without obligation) by Sponsor (and their affiliated companies and their respective authorized representatives) of their name, business name/title, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by Participants regarding the Program or Sponsor (provided they are true) for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including, but not limited to, the Internet, Sponsor and social media platforms, mobile devices, and World Wide Web, without additional compensation, and without the right of review, notification or approval.

K. FRAUD

Engaging in artifice, fraud, or abuse to participate in the Program, or relating to the registration process, providing of personal information, or redemption of items is a violation of these Terms. Participants are solely responsible for any fraudulent use that may occur to their Account for any reason including but not limited to theft of, unauthorized use/access to, or sharing of a Participant's password. Participants agree to immediately notify Sponsor of any unauthorized use of their Account or any other breach of security known to them. This trade Program is provided to Participants due to their status as Representatives of an eligible Company or other entity because of its business with Caterpillar, its products, and services; the Program is not provided to Participants or any Company Representative in their individual capacity.

L. INDEMNITY

In exchange for the right to participate in the Program, Participants agree to indemnify, defend (at our option) and hold us harmless from and against any and all threatened or actual damages, losses, liabilities, claims, costs, investigations, judgments, fines, penalties, settlements, interest, expenses or demands, including, but not limited to, personal injury, death, or damage to or loss of property, that directly or indirectly arise from or are related to: (i) Participant's access to and use of the Program and his/her

activities in connection with the Program; (ii) Participant's breach or anticipatory breach of these Terms or any Additional Terms in whole or in part; (iii) Participant's violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with Participant's use of the Program or Participant's activities in connection with the Website and the Program; (iv) information or material transmitted by Participant or through a Participant's Device, even if not submitted by Participant, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (v) any misrepresentation made by Participants; and (vi) our use of the information that Participant's submit to us (all of the foregoing, "**Claims and Losses**"). Participants will cooperate as fully required by us in the defense of any Claims and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We reserve the right to assume the exclusive defense and control of any Claims and Losses. Participants will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of Sponsor. We are not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause.

M. WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF

IF A PARTICIPANT CLAIMS THAT IT HAS INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH PARTICIPATION IN THE PROGRAM, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE ANY PARTICIPANT TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH ANY CLAIM, PARTICIPANTS AGREE THAT IT WILL NOT SEEK, AND IT WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITES, APPLICATION, CONTENT, USER CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY SPONSOR OR ANY OF THE OTHER PROGRAM ENTITIES (INCLUDING PARTICIPANT'S LICENSED USER CONTENT).

N. AGREEMENT TO ARBITRATION/DISPUTES

As a condition of participating in this Program, Participants agree that any and all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, Participant's rights and obligations, or the rights and obligations of the of the Program Entities in connection with the Program, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this Program, or any element thereof, shall be resolved individually, without claim or resort to any form of class action, exclusively before a neutral one person binding arbitration panel located in Peoria, IL; provided, however, the Program Entities shall be entitled to seek injunctive or equitable relief in the state and federal courts in Peoria, Illinois, and any other court with jurisdiction over the parties. The arbitration shall be binding and conducted through the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. The arbitrator shall facilitate discovery but only one (1) deposition shall be permitted per party unless otherwise agreed. Within thirty (30) days of selecting the arbitrator, the filing party shall provide copies of all evidence in its possession that supports its demand. Within thirty (30) days of receipt of such information, the receiving party shall produce all evidence that supports its defense. The arbitration must be completed through the rendering of award within six (6) months of selection of the arbitrator. The hearing shall be no longer than three (3)

consecutive business days equally divided between the parties. The arbitrator may award monetary damages only and may not include any exemplary or punitive damages. If an in-person hearing is required, then it will take place in Peoria, Illinois; provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. **Federal and Illinois state law will govern this Program, regardless of conflict of laws.** 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 Peoria, Illinois. The administrative and arbitrator's fees shall be shared evenly between the parties. Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

O. COMMUNICATIONS, NOTICES AND CUSTOMER SERVICE

By signing-up for the Program, Participants agree that: (i) we may give you notices of important matters by prominently posting notice on the home page of the Program or in another reasonable manner we determine in our sole discretion; and (ii) we may contact you and send you communications by postal mail and e-mail at the addresses provided in the Account. These communications may include notifications and/or marketing communications about the Program and Participants consent to receive these communications from us even if previously indicated that it no longer wanted to receive communications from us. Participation in the Program serves as express agreement to receive these marketing and similar communications from us. Participants may prospectively modify certain types of email communications received from us relating to the Program by following the instructions contained within such emails. Such changes will only impact our email communications to the extent described in the modification process. Participants agree to keep all information associated with their Account current, complete, accurate and truthful and to promptly update the Account accordingly.

Any questions regarding using the Program, may be submitted using the "Contact Us" form available on the Website. You acknowledge that the provision of customer support is at our sole discretion and that we have no obligation to provide you with customer support of any kind.