100 YEARS OF CATERPILLAR - COMPETITION & MONTHLY PRIZE DRAWS TERMS & CONDITIONS ("the Terms")

Please read these Terms carefully. You will be legally bound by these Terms in connection with your entry into the Competition & Monthly Prize Draws (together referred to as the "**Promotion**").

Terms of Entry:

- 1. The Promoter is Finning (UK) Ltd. (Company Number: 00367090) of Watling Street, Cannock Staffordshire, WS11 8LL.
- 2. By taking part in this Promotion, the entrant agrees to be bound by these Terms. If the entrant does not agree with any part of these Terms, they should not participate in the Promotion.
- 3. This Promotion is open to entries from businesses only. Entrants must be acting on behalf of a registered business, company, organisation, partnership, or sole trader operating with the UK and Ireland. Entries submitted by individuals not representing a business entity will not be eligible to enter. Proof of business status will be required upon request by the Promoter.
- 4. This Promotion is not open to employees of Finning (UK) Ltd. or Finning (Ireland) Limited and their associated, affiliated or subsidiary companies and members of their immediate families (being spouses, parents, children and siblings) or agents.
- 5. Before participating in the Promotion, entrants must ensure that they:
 - I. have the permission of their employer to enter;
 - II. comply with their employer's anti-bribery policies and procedures;
 - III. ensure that the business that they are entering on behalf of, is aware that they are responsible for any tax liabilities which may arise as a result of accepting any prize.
- 6. The Promoter reserves the right to verify whether entrants are entitled to participate in the Promotion in accordance with these Terms. The Promoter may require such information as it considers reasonably necessary for this purpose and may withhold any prize until it is satisfied with the verification provided.
- 7. The Promoter reserves the right to disqualify entries and forfeit prizes from entrants on behalf of any business, company or organisation, if it receives notification that employees, officers or staff of that business, company or organisation are not permitted to participate in the Promotion.
- 8. The Promotion consists of a Competition (with a prize giveaway) and Monthly Prize Draws.

 Entrants must firstly enter the Competition to be entered automatically into the Monthly Prize Draws.

The Competition:

9. The Competition will open on 1st August 2025 ("Opening Date") and entries can be submitted from this time. More than one entry per business is permitted, entries are free and there is no purchase necessary. All entries must be submitted before midnight on 31st December 2025 ("Closing Date").

- 10. To enter the Competition, entrants will need to fully complete the entry form (accessible via www.finning.com/winbig and answer the following qualifying question in up to 300 words; "How would winning a Cat® machine or generator help you to build something that lasts?" ("the Qualifying Question") along with completing a few simple questions about you and your business.
- 11. Answers provided to the Qualifying Question will be judged by a panel of judges based on the following set of criteria;
 - I. Purpose and impact Will this prize make a real, tangible difference?
 - II. Long-term thinking Is the idea or project sustainable beyond the short term?
 - III. Connection to Finning and Cat Why is this prize right for them, and why now?
 - IV. Standout story Does the entry feel considered, meaningful and memorable?
- 12. Based on the criteria set out above, the panel of judges will select the best answer and the winning entrant will win their choice (as indicated on their entry form) of one of two prizes as set out in clause 13 below. The decision of the panel will be made and announced during January 2026. The decision of the panel is final, and no correspondence will be entered into regarding their decision.
- 13. The winning entrant of the Competition ("Competition Prize Winner") will win their choice of either a Cat 301.6 Excavator or a Cat DE110E2 generator ("the Competition Prize").
- 14. The Competition Prize will be provided to the Competition Prize Winner strictly based on the Promoter's Standard Conditions of Sale and Supply (available to view at www.finning.com).
- 15. The Competition Prize is strictly subject to availability and indicated delivery dates are estimate only. The Promoter does not accept any liability for delay in delivery. The Promoter will cover the reasonable costs associated with delivery of the Prize to a location in the UK or Ireland, as nominated by the Prize Winner. There will be no cash substitute if the Prize Winner opts to collect the Prize from the Promoter's premises.
- 16. The Promoter reserves the right to delay despatch of the Competition Prize or withdraw it entirely if it does not receive satisfactory evidence as to the intended use or ultimate destination of the Competition Prize (please see clause 18 of the Promoter's Standard Conditions of Sale and Supply).
- 17. In the event of unforeseen circumstances, the Promoter reserves the right (but shall be under no obligation to) to substitute the Competition Prize with a prize of equivalent value.

Monthly Prize Draws:

- 18. Entrants who successfully submit a fully completed entry form for the Competition will also be automatically entered into a series of Monthly Prize Draws to win one of the following prizes;
 - I. August Prize Draw 10x £100 vouchers to spend on www.parts.cat.com.
 - II. September Prize Draw 25x Cat merchandise packs
 - III. October Prize Draw 10x £100 vouchers to spend on www.parts.cat.com.
 - IV. November Prize Draw trip for 2 people to Caterpillar's facility in Malaga

19. The winners of the Monthly Prize Draws will be chosen at random on or around the 30th of each month (the exact date of the draws will be at the Promoters discretion) from all complete entries that are submitted one month before the Closing Date.

November Prize Draw – Trip to Malaga:

- 20. The November Prize Draw for a trip for 2 people to Malaga includes;
 - I. Off-peak return flights from a designated airport in the UK or Ireland to Malaga
 - II. 2 nights' accommodation at a designated hotel in Malaga
 - III. one item of checked-in luggage per person (up to the airline providers allowance)
 - IV. return transport from Malaga airport to the hotel
 - V. a tour of the Caterpillar facility (including transport to and from the hotel) subject to availability and dates selected.
 - VI. £250 spending money (or equivalent in Euros)
- 21. Finning will liaise with the Caterpillar facility and the November Prize Draw winner to facilitate the booking of the trip on the following basis;
 - I. the booking must be made and confirmed by 1st March 2026
 - II. the return travel date must be no later than 30th November 2026
 - III. the travel dates must fall within off-peak travel season periods
 - IV. the booking will be subject to the availability of tour dates at the Caterpillar facility
- 22. The following is not included;
 - I. transport to and from the airport in the UK or Ireland
 - II. any optional flight/board/accommodation supplements
 - III. travel insurance
 - IV. any arrangements or costs associated with required fit for travel tests or any other health or medical screening
 - V. any food and drink, personal expenditure or incidental costs
 - VI. any costs associated with booking detail errors or amendments
- 23. For the avoidance of doubt, clause 22 i) to vi) is not an exhaustive list of exclusions. Anything that is not stated as expressly included under these Terms, shall be excluded.
- 24. The trip may only be taken by the November Prize Draw winner along with the accompanying passenger notified to the Promoter at the time of booking. Flights must be taken at the same time from the same airport.
- 25. The winner and their chosen, accompanying passenger must have a valid passport and must meet all relevant visa and/or other entry requirements including any health or medical screening requirements at the time of travel. They must also have their own travel insurance and proof of valid travel insurance will be requested by the Promoter prior to travel.
- 26. By accepting the prize, the winner agrees to the terms and conditions of the designated airline and hotel, to be confirmed at the time of booking. When the booking has been made, it cannot be amended by the winner.

27. The trip is subject to availability and flight schedules are not guaranteed. In the event of unforeseen circumstances, Finning reserves the right (but shall be under no obligation to) to substitute it with a prize of equivalent value.

General:

- 28. All prizes are non-transferable, non-refundable and there is no cash alternative. No part or parts of any of the prizes may be substituted for other benefits, items or additions.
- 29. The Promoter will make contact with the Competition Winner and the Monthly Prize Draw Winners via the contact details provided in their entry form. The Winners must make contact with the Promoter within 14 days of notification to claim their prize, confirm their acceptance of these Terms and provide such information as the Promoter may request in order to verify their eligibility under and compliance with these Terms.
- 30. Failure to claim a prize by the time or in the manner specified will make any claim to a prize invalid. Where appropriate, the Promoter may choose to allocate the prize to another eligible entrant, chosen or drawn in accordance with these terms and conditions.
- 31. The Promoter reserves the right to alter, amend or terminate the Promotion and these Terms without prior notice in the event that unforeseen circumstances make this unavoidable.
- 32. The Promoter reserves the right to disqualify any entrant and/or to allocate the prize to another eligible entrant in the event they have reasonable belief that the relevant entrant has contravened any of these Terms.
- 33. The Promoter accepts no responsibility for any entries received after the Closing Date or for any lost or delayed entries or entries that are not received for any reason. The Promoter accepts no responsibility for entries that are incomplete, damaged or unreadable/unviewable whether due to the non-receipt of any submission or incomplete information or any other reason.
- 34. English law applies and the English Courts shall have jurisdiction over disputes in connection with the Competition or these Terms. However, residents of Scotland, Northern Ireland and the Republic of Ireland shall additionally be able to bring an action in their home courts.
- 35. To the fullest extent permitted by law, the Promoter does not make any express or implied warranties, representations or endorsements whatsoever with regard to any information provided in connection with the Promotion.
- 36. The name and county of the prize winners will (unless the winner has objected on lawful grounds) be made available on receipt of a self-addressed pre-paid envelope received by the Promoter at Finning UK, Watling Street, Cannock, Staffordshire WS11 8LL during the sixty (60) days following the Closing Date. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting Head of Legal at the above-named address. The Promoter may nevertheless disclose the information to the Advertising Standards Authority, the Advertising Standards Authority of Ireland or other competent regulatory authority if required to do so.
- 37. Entrants may be asked to take part in such reasonable Promotion-related publicity as the Promoter may require and accept that the Promoter may publicise their entry, entrant names (first name and initial) and statements in connection with/resulting from the Promotion in any and all

- media. No entrants or winners shall be obliged to take part in any photo publicity and consent shall be obtained by the Promoter prior to undertaking any photo publicity.
- 38. We will use entrants personal data submitted in connection with the Promotion in accordance with our Promotion privacy notice available to view on www.finning.com/winbig.