

2025 Ziegler CAT Local Operator Challenge Official Rules for CATERPILLAR GLOBAL OPERATOR CHALLENGE CONTEST

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **ELIGIBILITY:** 2025 Ziegler CAT Local Operator Challenge (“Local Challenge”) participants (each, a “Contestant”) must:
 - (a) Submit an entry application with Ziegler Inc. (“Ziegler”);
 - (b) Be 21 years of age or older;
 - (c) Be authorized by a business that operates mobile construction equipment within the service territory of Ziegler (“the Business”) and physically reside within such service territory, and provided that such Business is not a competitor of any of the Sponsors;
 - (d) Contestants must be legally able to travel in the United States and have all necessary documentation as may be required for presentation to any governmental authority including, but not limited to customs, immigration and airport personnel;
 - (e) Not be a government official, employee of such government or immediate family member or household members of a government official or employee of a government; and
 - (g) Not be identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”).

The Local Challenge, and any website pages and advertisements relating thereto, is intended for viewing only within the jurisdictions of Minnesota and Iowa. Iowa residents can only participate in the 2025 Ziegler CAT Local Operator Challenge event taking place in Sioux City, IA on May 30, 2025, at Ziegler CAT, 5300 Harbor Dr, Sioux City, Iowa (“Iowa Local Challenge”), and Minnesota residents can only participate in one of the two 2025 Ziegler CAT Local Operator Challenge events taking place at Ziegler CAT, 18640 200th St, Big Lake, Minnesota on June 13, 2025 and Ziegler CAT, 2145 W Howard Dr, Mankato, Minnesota on July 11, 2025 (“Minnesota Local Challenge”), to win. Any dates of circumstances beyond the reasonable control of the Sponsors. The Local Challenge is void outside of the United States, or where prohibited or restricted by law.

All previous Caterpillar Operator Challenge Contest Global Winners, employees of Sponsors and employees of Cat dealers, as well as all associated or affiliated companies, representatives, distributors, licensees, or agents, and their immediate family members (spouse, parent, child, sibling, and their respective spouses) and those living in the same household of any (whether related or not), are ineligible to participate in the Local Challenge.

Any Local Challenge entries received from an ineligible participant will be disqualified. By participating in this Local Challenge, participants accept and agree to be bound by these rules and the decisions of the Local Sponsor, which shall be final on all matters. Local Sponsor reserves the right to modify the rules of the Local Challenge in any way at any time, subject to state or federal law.

Local Sponsor has the right at any time to require proof of identity and/or eligibility to participate in the Local Challenge, including, without limitation, proof of authorization by the Business during the Local Challenge. Failure to provide such proof may result in disqualification. All personal and other information requested by, and supplied to, Local Sponsor for the purpose of the Local Challenge must be truthful, complete, accurate and in no way misleading. Local Sponsor reserves the right, in its sole discretion, to disqualify any contestant should such contestant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information. Local Sponsor may immediately disqualify a contestant if the participation in the Local Challenge should cause the Local Sponsor to be in contravention of any applicable laws.

All applicable country specific, federal, state, and local laws and regulations apply. Entry in the Local Challenge constitutes your full and unconditional acceptance of these Official Rules. Entrants who violate these Official Rules or

engage in any conduct that is detrimental or unfair to Local Sponsor, this or any other contestant in each case as determined by Local Sponsor's sole discretion are subject to disqualification from entry into the Local Challenge.

The Local Challenge is an opportunity for eligible individuals to compete for nomination by Ziegler Inc. to participate in the 2025 Caterpillar Regional Challenge located in Clayton, North Carolina, on September 22, 2025 ("Regional Challenge"). Winners will be selected from each Regional Challenge to participate in the Global Operator Challenge ("Global Challenge"), which is planned to be held in Las Vegas at the Construction Expo 2025. The Regional Challenge and the Global Challenge will be conducted by Regional Sponsors and Global Sponsor, as defined below, pursuant to Caterpillar's terms and conditions, available at <https://www.cat.com/operatorchallenge>.

2. HOW TO ENTER.

(a) Submit an entry application online by July 11, 2025.

(b) Entries will be accepted starting March 26, 2025 at 12:00:01 PM Central Time (CT) and must be submitted by July 11, 2025 at 6:59:59 PM CT.

(c) Any entries received after July 11, 2025 at 6:59:59 PM CT will be void.

- 3. SPONSORS.** The 2025 Ziegler CAT Local Operator Challenge is sponsored by Ziegler Inc., having an office at 901 West 94th Street, Bloomington, Minnesota 55420 ("Local Sponsor"). If you have any questions regarding the Local Challenge, please contact Ziegler Inc., Attn: Marketing, 2025 Ziegler Local Operator Challenge, 901 W. 94th Street, Bloomington, Minnesota 55420, or 800-352-2812.

The Regional and Global Operator Challenge Sponsors are: Caterpillar Inc., having an office at 100 North East Adams Street, Peoria, Illinois, USA 61629 is the global sponsor of the Global Challenge ("Global Sponsor"), and the sponsor of each Regional Challenge is as follows (each a "Regional Sponsor"): Caterpillar, Inc. for the Regional Challenges located in Clayton N.C., 1167 NC Highway 42, E. Clayton, NC 27527, Caterpillar Centro de Formacion, S.L., Camino de Caterpillar 2, Santa Rosalia-Maqueda, Malaga E 29591 (Spain) for the Regional Challenge, located in Malaga, Spain, Caterpillar Brasil Ltda KM 157, Rod. Luis de Queiroz, s/n - Unileste, Piracicaba - SP, 13420-900, Brazil for the Regional Challenge, located in Piracicaba Brazil, TBD CHINA for the Regional Challenge located in TBD China and Caterpillar Japan LLC, 7-1, Minatomirai 3-chome, Nishi-ku, Yokohama-shi, Kanagawa-ken 220-0012 Japan for the Regional Challenge located in Chichibu, Japan.

Local Sponsor, Global Sponsor, and the Regional Sponsors are collectively referred to as "Sponsors."

- 4. LOCAL OPERATOR CHALLENGE.** Local Sponsor will conduct three Local Challenge events, the Minnesota Local Challenge and two Iowa Local Challenges, to assess the Contestants' skills in operating certain CAT® equipment. The criteria for assessing performance and the specific operator tasks to be performed in the Local Challenge are as set forth below. Local Sponsor reserves the right to modify, amend or cancel all or a portion of the specific criteria or operator tasks. The Local Challenge will consist of three (3) events: (i) Excavator Challenge (Pick & Play), (ii) Skid Steer Course (Raise The Bar) and (iii) Dozer Course (Precision Tractor). The Excavator Challenge is comprised of a static excavator picking up objects and swinging them 180 degrees and placing them in a designated area. The Skid Steer Course is comprised of an obstacle course where the skid has a grapple bucket holding a board or bar that will need to be passed through designated gates at various heights. Dozer Course is comprised of an obstacle course where contestants need to adjust the blade to navigate through narrow areas while pushing an object. The specific skills or challenges to be performed at the Local Challenge may be modified or amended at any time prior to the start of the relevant event in the Local Sponsor's sole discretion.

Contestants will be judged by Local Sponsor's equipment demonstration operators familiar with the equipment who will select first, second and third place winners based on the total of the scores from each of the three (3) events at each Local Challenge as follows:

- a. Complete the Local Sponsor defined challenges and machine operational requirements in the shortest amount of time.
- b. Additional time will be added to overall challenge time due to obstacle contact, unsafe machine practices, and deviation from defined challenge goals and targets.
- c. Winners will be those with lowest overall times per defined challenges rules and will be identified at the end of each Local Sponsor challenge program.
- d. Any ties will be decided by the winning time with the least amount of penalties.

First, second, and third place winners will be identified at each Local Challenge event. Out of the nine total winners of the Minnesota Local Challenge and Iowa Local Challenge events, the Contestant with the best score will be selected as the Grand Prize Winner (“Grand Prize Winner”). Local Sponsor will attempt to notify the Grand Prize Winner via phone on or about August 18, 2025. If the Grand Prize Winner cannot be contacted within three (3) days after the date of the first attempt to contact, Local Sponsor may select an alternate Grand Prize Winner from the remaining eligible winners. Local Sponsor shall have no liability for the potential Grand Prize Winner’s failure to receive notices due to provision of incorrect or otherwise non-functioning contact information. The Grand Prize Winner will be nominated as the Local Challenge Winner to participate in the Regional Operator Challenge. If the Grand Prize Winner is ineligible, does not agree to the Official Rules, or is otherwise unable to attend the Regional Challenge, the next Contestant with the best score will be selected to participate in the Regional Challenge until the Grand Prize is awarded to a qualified entrant.

Local Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by Contestants, printing errors or by any of the equipment or programming associated with or utilized in the Local Challenge event; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software (beyond Local Sponsor’s reasonable control); (3) unauthorized human intervention in any part of the entry process or the Local Challenge event; or (4) technical or human error which may occur in the administration of the Local Challenge event or the processing of entries. If a Local Challenge Grand Prize Winner is unable to attend the Regional Operator Challenge for any reason, Local Sponsor will select a substitute competitor from the Local Challenge with the next best score for the Regional Operator Challenge. No more than the stated number of prizes will be awarded.

5. **PRIZES.** The prizes for first, second and third place winners will be awarded as follows:

First Place	(1) Ziegler Store e-gift card (online use only)	\$200 value
Second Place	(1) Ziegler Store e-gift card (online use only)	\$100 value
Third Place	(1) Ziegler Store e-gift card (online use only)	\$50 value

There will be one (1) Local Challenge Grand Prize Winner selected. The Grand Prize Winner will be awarded a trip to Raleigh, North Carolina to compete in the Regional Challenge consisting of: round trip Economy class airfare to Raleigh, North Carolina selected by Local Sponsor for a total of four (4) airfares to be comprised of the Grand Prize Winner and guest and the Business owner and guest and two (2) hotel rooms (one for Grand Prize Winner and guest and one for the Business owner and guest) for two (2) nights at a hotel selected by Local Sponsor (“Grand Prize”). The approximate value of the trip is up to \$3000. The Grand Prize does not include transportation to and from home airport or airport parking, transportation to destinations other than airport and event location from the hotel, snack, meals, beverages, room service, rental car, spending money, or any other expenses or costs associated with attendance at the Regional Challenge or Global Challenge Contests, including any delays associated with flight cancellation or other delays. All expenses not specified herein as included are not included as part of the Grand Prize, including without limitation all applicable taxes, any visa and/or travel permit costs, all of which are solely the Grand Prize Winner’s responsibility.

Prizes are non-negotiable, non-refundable, and not redeemable or substitutable for cash. No cash redemption or substitution of any prize is permitted except at the Local Sponsor’s sole discretion. Local Sponsor reserves the right to substitute the Grand Prize for one of equal or greater value (subject to applicable legal or regulatory limitations) if the Grand Prize should become unavailable for any reason. The Grand Prize Winner will be required to sign a Grand Prize Acknowledgment prior to receiving the Grand Prize.

Grand Prize Winner is solely responsible for all applicable federal, state, and local taxes and any expenses associated with the prize. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who received a prize/award if the annual aggregate is at least \$600 or more. The total Approximate Retail Value of the Grand Prize to be awarded is \$3000 (USD). A Grand Prize Winner who is a resident of the United States must complete and submit a W-9 form to receive any prize. The recipient is responsible for any income tax liability and should consult with a tax advisor for the proper tax treatment of this income on the recipient's tax return.

6. LIMITATION OF LIABILITY AND DISPUTE RESOLUTION. By participating in the Local Challenge, each participant and winner agrees to be bound by these Official Rules and agrees: (1) to release and hold harmless Ziegler Inc. and its respective parent companies, subsidiaries, affiliates, officers, directors, owners, employees, members, distributors, retailers, agents, assignees, and advertising agencies, from any and all liability whatsoever for any claims, losses, harms, damages, injuries, costs or expenses of any kind including, without limitation, property damage, personal injury, or death arising out of or in connection with participation in this Local Challenge, or acceptance, possession, use or misuse of any Prize, (2) that any and all claims, judgments and awards shall be limited to actual out-of-pocket expenses incurred, but in no event shall include attorneys' fees and under no circumstances will any participant or winner be permitted to obtain awards for and hereby waives all rights to punitive, incidental, special, consequential damages or any other damages, other than for actual out-of-pocket expenses, and further waives any and all rights to have damages multiplied or otherwise increased, (3) that all issues and questions concerning these rules shall be governed by Minnesota law without giving effect to any principles of conflicts of law of any jurisdiction, and (4) that any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Local Challenge or any prize awarded shall be (a) resolved individually, without resort to any form of class action; and (b) filed only in the state courts situated in Minnesota, and participant hereby consents and submits to the personal jurisdiction of such courts for purposes of litigating any such disputes, claims or causes of action.

7. PUBLICITY. Local Challenge Winners shall make themselves available to appear in promotional videos, upon Sponsors' request, during the calendar years 2025 and 2026. Winners shall further assist Sponsors, upon Sponsor's reasonable request, in other advertising and marketing promotion activities. A Winner's failure or refusal to participate in the publicity obligations as instructed by any Sponsor, in the respective Sponsor's sole discretion, shall constitute a forfeiture of the Prize and Sponsor shall have the right to seek recovery of all moneys and expenses associated with the respective Prize as well as any provable direct damages associated therewith.

As a condition of entry into the Local Challenge, except where prohibited by law, each Contestant including the Winners, shall be required to sign a Media Release and Waiver of Liability to participate. The Media Release and the Waiver of Liability shall be provided to each Contestant no later than the first day of the Local Challenge event. Among other things, the Media Release shall grant to Sponsors and their affiliates, legal representatives, assignees and licensees, all rights, titles, and interests to publicize, broadcast, display and/or otherwise use the Contestant's voice, name, likeness, photograph, city, state, and/or biographical material (collectively, "Licensed Rights") in any media now or hereafter known throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission, or approval of the Contestant.

8. GENERAL CONDITIONS. Local Sponsor reserve the right to cancel, suspend and/or modify the Local Challenge, or any part of it, if any fraud, technical failures, or any other factor beyond Local Sponsor's reasonable control impairs the integrity or proper functioning of the Local Challenge, as determined by Sponsors in their sole discretion. Local Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Local Challenge, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Local Challenge may be a violation of criminal and civil law, and should such an attempt be made, Local Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Local Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

9. PERSONAL INFORMATION. The personal information of the Contestant collected and processed in the context of the Local Challenge is subject to Local Sponsor's Privacy Statement, located at: www.zieglercat.com/privacy and Global Sponsor's privacy statement located at: <https://www.caterpillar.com/en/legal-notices/dataprivacy.html>. By entering the Local Challenge, you agree to the use of your personal information as described in the above privacy statements.

10. **RULES/PRIZE WINNERS' LIST REQUESTS:** To request a list of winner(s) or copy of the Official Rules, send a self-addressed postage-stamped envelope to Ziegler CAT, Attn: Marketing, 2025 Ziegler CAT Local Operator Challenge, 901 W. 94th Street, Bloomington, MN 55420. Requests must be received within thirty days of the Local Challenge event.
11. **PRIZE WINNER AFFIDAVIT AND RELEASE.** Each Winner will be required to execute an Affidavit of Eligibility and Release (the "Affidavit and Release") that confirms the Winner's: (i) eligibility for the Local Challenge and compliance with these Official Rules; (ii) acceptance of the Prize as offered; and (iii) release of the Local Sponsor and its parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Local Challenge, participation in any Local Challenge-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom. The executed Affidavit and Release must be signed at the Local Challenge event or the selected Contestant will be disqualified, and the Prize forfeited.
12. **SEVERABILITY:** Any term or provision of these Official Rules that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Local Sponsor agrees to attempt in good faith to replace any such invalid or unenforceable provision with a valid and enforceable provision designed to achieve, to the extent possible under applicable law, the purpose and intent of such invalid or unenforceable provision
13. **TERMINATION:** Local Sponsor reserves the right, in its sole discretion, to terminate the Local Challenge, in whole or in part, and/or modify, amend, or suspend the Local Challenge, and/or the Official Rules in any way, at any time, for any reason and without prior notice.