

Caterpillar Inc.
NHL HOME OPENER- RENTAL PUCK DROP 2023
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. YOU HAVE NOT YET WON. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR ENTRY IN THE UNITED STATES (EXCLUDING FLORIDA, NEW YORK, RHODE ISLAND, AND THE U.S. TERRITORIES AND FREELY-ASSOCIATED STATES), THE DISTRICT OF COLUMBIA, AND CANADA (EXCLUDING THE PROVINCE OF QUÉBEC) ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE OR NOT LOCATED IN THE ELIGIBLE JURISDICTIONS AT THE TIME OF ENTRY. OPEN TO ELIGIBLE LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING FLORIDA, NEW YORK, RHODE ISLAND, AND THE U.S. TERRITORIES AND FREELY-ASSOCIATED STATES), THE DISTRICT OF COLUMBIA, AND CANADA (EXCLUDING THE PROVINCE OF QUÉBEC), WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER, AND WHO ENTER FROM WITHIN THE UNITED STATES (EXCLUDING RESIDENTS OF FLORIDA, NEW YORK, RHODE ISLAND, AND THE U.S. TERRITORIES AND FREELY-ASSOCIATED STATES), THE DISTRICT OF COLUMBIA OR CANADA (EXCLUDING THE PROVINCE OF QUÉBEC). VOID WHERE PROHIBITED. OTHER RESTRICTIONS APPLY.

SPONSOR: This sweepstakes is sponsored by Caterpillar Inc. ("Sponsor") located at 100 NE Adams Street, c/o The Cat Rental Store MS AB1270, Peoria, IL 61629.

ELIGIBILITY: This sweepstakes is open only to persons who are at least eighteen (18) years old as of the date of entry and are residents of and located in the United States (excluding Florida, New York, Rhode Island, and the U.S. territories and freely-associated states), the District of Columbia, or Canada (excluding the province of Québec) at the time of entry.

Sponsor's employees and their immediate family members or household members are not eligible to win. Immediate family includes spouses, parents, step-parents, siblings and step-siblings, children and step-children. Household members include all people who share the same residence at least three (3) months of the year.

Employees, officers, directors, representatives and agents of the National Hockey League ("NHL"), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities collectively, the "NHL Entities"), their respective affiliates and related companies, advertising and promotional agencies are not eligible to enter or win.

ENTRY PERIOD: This sweepstakes begins on September 7, 2023, and ends on September 30, 2023 (the "Entry Period"). Entries received after the Entry Period will be disqualified.

HOW TO ENTER: There are two (2) ways to enter for eligible entrants: (1) by posting a selfie photo on either Facebook or Instagram in which the entrant is wearing hockey apparel and/or equipment/gear (e.g., hockey pads and helmet) while safely positioned near either a piece of Cat® rental equipment or at a "The Cat Rental Store" location, listing the home opener game you'd like to attend based on the below listed NHL teams, AND tagging the photo/post with @TheCatRentalStore AND including the hashtag #TheCatRentalStoreSweepstakes, or (2) mail a 3" x 5" postcard with the individual's name, address, telephone number, and e-mail address, and the home opener game you'd like to attend based on the below NHL Teams list to the Sponsor at the address listed above. Any social post entry that does not contain #TheCatRentalStoreSweepstakes is disqualified. Video posts will not be accepted and are disqualified. Both online entries and postcard entries will be entered on the day they are received and postcard entries must

be postmarked by September 22, 2023, and received by Sponsor no later than September 30, 2023. Sponsor is not responsible for any mail not received by this date. There is a limit of only one (1) online or postcard entry per eligible entrant during the Entry Period; if multiple online entries and/or postcards are received on the same day for the same entrant, then only one (1) will be entered and the others will be discarded. Entries are not transferable or assignable. Automated entries are prohibited, and any use of automated devices will cause disqualification. Selfie photos shall only show the image/likeness of the entrant and may not contain other people.

NHL Teams: Carolina Hurricanes, Columbus Blue Jackets, New Jersey Devils, New York Islanders, New York Rangers, Philadelphia Flyers, Pittsburgh Penguins, Washington Capitals, Boston Bruins, Buffalo Sabres, Detroit Red Wings, Florida Panthers, Montréal Canadiens, Ottawa Senators, Tampa Bay Lightning, Toronto Maple Leafs, Arizona Coyotes, Chicago Blackhawks, Colorado Avalanche, Dallas Stars, Minnesota Wild, Nashville Predators, St. Louis Blues, Winnipeg Jets, Anaheim Ducks, Calgary Flames, Edmonton Oilers, Los Angeles Kings, San Jose Sharks, Seattle Kraken, Vancouver Canucks, and Vegas Golden Knights.

The awarding of the Prize (as described below) is contingent upon full compliance with these Official Rules. Entrants agree to be bound by the Official Rules. Any violation of these rules may, at the Sponsor's discretion, result in disqualification. The results of this sweepstakes are final and binding in all respects.

If an eligible Canadian resident wins a Prize, that person must also correctly answer, within a five (5)-minute time period, a mathematical skill-testing question (without the benefit of any calculating devices) provided by Sponsor before the Prize will be awarded. If the person is unable to answer the question correctly, then in Sponsor's discretion, the Prize will be awarded to an alternate eligible entrant.

ODDS: One (1) Prize will be awarded per each 2023-2024 NHL[®] regular season home opener game. Odds of winning depend on the number of eligible entries received during the Entry Period.

WINNER SELECTION: On or about October 2, 2023, Sponsor will conduct a random drawing from among all eligible entries received. A total of thirty-two (32) Prizes will be awarded, which shall equal one (1) Winner (as defined below) for each NHL[®] team name listed in the entry form. In the event no entrants select a specific NHL[®] Team, then such Prize specific to the corresponding NHL Team's game shall not be awarded to anyone. The potential Winners will be notified by e-mail and/or by telephone and may be required to provide proof of eligibility and agree to the terms of the Official Rules. If the potential Winner cannot be reached or does not provide proof of eligibility or agree to the terms of the Official Rules, the Sponsor will award the Prize to an alternate eligible entrant. If the Winner fails to redeem the Prize in time as described below, the Sponsor may, in its discretion, award the Prize to an alternate eligible entrant.

If a Winner is eighteen (18) or older, as is required for entry, but not of the age of majority in state of residence, the Prize will be awarded to his/her parent or legal guardian and such Prize will be delivered to such parent/legal guardian and awarded in the name of parent/legal guardian.

PRIZE: Each of the thirty-two (32) winners (each individually defined as a "Winner") will receive two (2) tickets (for Winner and one (1) guest) to attend a 2023-2024 regular season home opener NHL[®] game for the team chosen by the entrant on the entry form ("Prize"). The Prize may not be transferred, split, substituted, assigned, or redeemed for cash. Taxes on the Prize are the sole responsibility of the Winner, for which the Winner may be issued a U.S. 1099 tax form. Approximate retail value ("ARV") of all of the Prizes awarded is Eleven Thousand Two Hundred U.S. dollars (\$11,200) resulting in an ARV of Three Hundred Fifty U.S. dollars (\$350) for each Prize. Any difference between stated ARV and actual value of the Prize will not be awarded. All Prize details not specified in the Official Rules will be determined in Sponsor's sole and

absolute discretion. Certain restrictions and black-out dates may apply. Additional Prize award details to be provided to the Winner at the time of notification.

Prize does not include any travel, meals, or hotel accommodations.

Winners and Winners' guests must abide by all venue policies and game ticket terms and conditions including any rules or regulations related to COVID-19. Sponsor reserves the right to revoke the full or partial Prize from any Winners or Winners' guest(s) who Sponsor or venue personnel deem in their sole discretion may be intoxicated, be a safety or health risk, have violated any venue policy or law, or bring the Sponsor or the NHL Entities into disrepute. The Sponsor and the NHL Entities are not responsible if the NHL® game is postponed or canceled.

If the prize cannot be awarded for any reason, Sponsor reserves the right to substitute the Prize with another Prize of equal or greater value. All applicable taxes, including but not limited to U.S. federal, state and local income taxes, on the Prize are the sole responsibility of the Winner. The Sponsor and the NHL Entities make no warranty, guaranty, or representation of any kind concerning any Prize and disclaim any implied warranty.

Winners may be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within seven (7) days of attempted notification or the Prize may be forfeited. Sponsor is not responsible for any change of e-mail address, mailing address, and/or telephone number of entrants.

USE OF INFORMATION AND POSTS: Except where prohibited by law, entry constitutes permission to use the Winner's entry, name, image, likeness, voice, other identifying information, and any statements regarding this sweepstakes for editorial, public relations, promotional, and advertising purposes on behalf of the Sponsor without compensation. All entrant information, including e-mail addresses, is subject to the Sponsor's privacy policies. Sponsor may tag the Winners on one of Sponsor's social media pages with any of the above-listed personally-identifiable information. By entering, all entrants hereby grant to Sponsor a worldwide, non-exclusive, fully paid up right and license to reproduce the entrant's posts, prepare derivative works based upon entrant's post; and distribute, perform, and display entrant's posts publicly in any medium for any reason. Entrant represents and warrants that their posts are original works, and that such works are not infringing on any third-party's intellectual property rights.

GENERAL CONDITIONS: If the operation, security, or administration of this sweepstakes is impaired in any way for any reason, including, but not limited to, fraud or a technical problem, the Sponsor may, in its sole discretion, either (a) suspend this sweepstakes to address the impairment and then resume the sweepstakes in a manner that best conforms to the spirit of these Official Rules, or (b) award the Prizes at random from among the eligible entries received up to the time of the impairment. The 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 this sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

This promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram, or Meta.

RELEASE: Entrants understand that the Sponsor, the NHL Entities, Facebook, Instagram and/or Meta are not liable for losses or damages of any kind arising from participation in this sweepstakes or acceptance of the Prize. By participating and winning a Prize, the Winner releases the Sponsor, the NHL Entities, Facebook, Instagram, Meta and each of their respective parents, affiliates, subsidiaries, and agencies and their respective directors, officers, employees, representatives, and agents from any and all liability with respect to the Prize won and participation in the sweepstakes.

APPLICABLE LAW AND DISPUTES: This sweepstakes is subject to all applicable U.S. and Canadian federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by the laws of the State of Delaware, without regard to any principles of conflict of laws. All disputes arising out of or connected with this sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court having situs in Delaware. Each entrant irrevocably consents to the jurisdiction of such court in connection with any such dispute. The Sponsor is not liable for any consequential, indirect, exemplary, or punitive damages, or for attorneys' fees.

WINNER'S NAME: The week of the selection of the Winners of the Prizes, the Winners will be notified by either the Sponsor sending a message via the social media platform that the Winner used to enter, or if they submitted a postcard entry then via electronic mail and/or by telephone using the information provided on his or her entry. Notification will be attempted a maximum of three (3) times. If any selected entrant does not respond to the notification within seven (7) business days of the final attempted contact; if the contact information provided is non-operative or non-operational; or if the selected entrant is unwilling or unable to accept the Prize offered, the Prize will be forfeited, and the next alternative entrant will be randomly selected and deemed the Winner.