

# CATERPILLAR GLOBAL OPERATOR CHALLENGE

## OFFICIAL RULES OF CONTEST

The Caterpillar Global Operator Challenge is a skills contest highlighting and testing the skill of heavy equipment operators. Contestants will demonstrate their machine operating skills on machine and technology platforms and be judged in accordance with these official rules to determine overall placement.

**No purchase is necessary to enter the contest, and a purchase will not increase chances of selection for participation or chances of success.**

### 1. OVERVIEW OF CONTEST STRUCTURE AND ELIGIBILITY:

- 1.1 **Local Challenge.** The Caterpillar Global Operator Challenge is open to Contestants (“**Contestants**”) who have been nominated by a participating Cat® Dealer (“**Participating Dealer**”). Each Participating Dealer will conduct a local operator challenge contest (“**Local Challenge**”) according to their own terms, conditions, and rules. Each Local Challenge will be sponsored, organized and run by, and is the sole responsibility of, the relevant Participating Dealer.
- 1.2 **Regional Challenge.** Each Participating Dealer will be eligible to nominate one or more successful contestants, in accordance with the Local Challenge rules, to participate in a regional operator challenge in the region in which the Participating Dealer is located (“**Regional Challenge**”).
- 1.3 **Global Challenge.** Winners will be selected from each Regional Challenge, in accordance with the Regional Challenge rules, to participate in the Caterpillar Global Operator Challenge (“**Global Challenge**”), which will take place on 3 March 2026 in Las Vegas at the Construction Expo.
- 1.4 The Regional Challenges and Global Challenge are referred to in these rules (collectively or separately as the context indicates) as the “**Contest**”.
- 1.5 For a list of Participating Dealers please refer to: [cat.com/operatorchallenge](https://cat.com/operatorchallenge). For all details of Local Challenges including terms and conditions, entry periods and other rules, contact the relevant Participating Dealer.
- 1.6 To be eligible to apply to participate in the Contest, individuals must:
  - (a) Be 21 years of age or older;
  - (b) 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.
  - (c) Not be identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the

Treasury (“**OFAC**”), the EU Consolidated List, or any similar register or subject to any similar or analogous restrictions.

- (d) Be legally entitled and able to travel to the United States, and to the country where the relevant Regional Challenge will be held, and have all necessary documentation and meet all entry and travel criteria as may be required by any governmental or regulatory authority (including but not limited to customs, immigration and airport personnel) for entry into the United States or such country;
  - (e) Not be a previous Caterpillar Contest Global Winner, an employee of any Sponsor, any Cat dealers, any associated or affiliated companies, representatives, distributors, licensees or agents, nor an immediate family member (spouse, parent, child, sibling, and their respective spouses) or person living in the same household (whether related or not) of any such person.
  - (f) Be authorized by a business that operates mobile construction equipment within the service territory of the relevant Participating Dealer, and which is not a competitor of any of the Sponsors (a “**Business**”) to represent that Business in the Contest;
  - (g) Be physically resident within the service territory of the relevant Participating Dealer sponsoring a Local Challenge;
  - (h) Submit an entry application and be accepted for participation in the Local Challenge with the relevant Participating Dealer, then be selected and nominated for participation in the relevant Regional Challenge by the Participating Dealer in accordance with the relevant Local Challenge rules;
  - (i) Have signed the releases and waivers referred to at Rule 7; and
  - (j) Agree to act at all times in compliance with these Official Rules, as well as relevant Local Challenge rules, and all Applicable Law.
- 1.7 The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest, including, without limitation, proof of authorization to represent a Business including acknowledgement by this Business of these Official Rules. Failure to provide such proof and acknowledgement may result in disqualification. All information requested by, and supplied to, the Sponsors must be truthful, complete, accurate and in no way misleading.
- 1.8 Each Sponsor reserves the right, in its sole discretion, to disqualify any Contestant:
- (a) in case of provision of or failure to correct untruthful, incomplete, inaccurate, or misleading personal details and/or information;
  - (b) if their participation in the Contest could cause or risk causing any Sponsor to be in contravention of any Applicable Law;
  - (c) if their participation in the Contest, or the involvement of the Business they represent, could cause or risk causing reputational damage to any Sponsor; or

(d) it finds to be tampering or have tampered with the entry process or the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike or disruptive manner; or

(e) if at any point the Contestant ceases to fulfil the eligibility requirements set out at rule 1.6.

1.9 All Applicable Law shall apply.

1.10 Entry in the Contest constitutes full and unconditional acceptance of these Official Rules by Contestants, and by those Businesses they represent.

1.11 Where a Regional Challenge is to be held in a jurisdiction where skills contests are subject to approval by a governmental or regulatory authority, the Sponsors acknowledge that the relevant Regional Challenge will not be confirmed until it has been so approved. While such approval and/or attendant certification is pending, all advertising and promotional material distributed in relation to the Regional Challenge in question will state that it is subject to such approval.

## 2. SPONSORS

Caterpillar Inc. is sponsor of the Global Challenge (the “**Global Sponsor**”), and also, together with such of its Affiliates as it may from time to time nominate to act as such, sponsor of each Regional Challenge (Global Sponsor together with such nominated Affiliates, the “**Sponsors**”).

For the avoidance of doubt, neither Caterpillar Inc. nor any of its Affiliates is sponsor of any Local Challenge.

## 3. TIMING

3.1 Any date given in these Official Rules is subject to change, including but not limited to any change caused by circumstances beyond the control of the Sponsors.

3.2 For dates and times for submission of applications and events relating to Local Challenges, please contact the relevant Participating Dealer.

3.3 Please refer to: [cat.com/operatorchallenge](http://cat.com/operatorchallenge) for dates and times for submission of applications and events relating to Regional Challenges. General estimates of timing for the events are set out in Rule 4.1.

## 4. REGIONAL AND GLOBAL CHALLENGES

4.1 Regional Challenges are planned to be conducted as follows:

<i>Region</i>	<i>Location</i>	<i>Dates</i>
<b>US and Canada</b>	<b>Clayton, NC</b>	<b>September 2025</b>
<b>South America</b>	<b>Piracicaba, Brazil</b>	<b>October 2025</b>
<b>Europe and Middle East</b>	<b>Malaga, Spain</b>	<b>October 2025</b>

Asia	Chichibu, Japan	November 2025
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- 4.2 A relevant Sponsor or Sponsors will conduct each Regional Challenge and assess the Contestants' skills in operating certain Cat equipment. The criteria for assessing performance in the Contest are set out in Rule 5.
- 4.3 A complete set of the skills or challenges to be performed at the Regional and Global Challenge are listed at: [cat.com/operatorchallenge](http://cat.com/operatorchallenge). These may be modified, supplemented, amended or cancelled at any time prior to the start of the relevant Challenge in the Sponsors' sole discretion.
- 4.4 The Sponsors will select nine (9) winners ("**Regional Winners**") who will be eligible to compete at the Global Challenge as follows:
  - (a) U.S. and Canada: two (2) Regional Winners;
  - (b) South America: one (1) Regional Winner;
  - (c) Europe and the Middle East three (3) Regional Winners
  - (d) Asia-Pacific three (3) Regional Winners.
- 4.4. Regional Winners will have the opportunity to compete in the Global Challenge to be held in Las Vegas on Tuesday March 03, 2026. If a Regional Winner is unable to attend the Global Challenge for any reason, the Sponsors will select a substitute competitor (with the next best score) from the relevant Regional Challenge.

## 5. SELECTION OF REGIONAL AND GLOBAL WINNERS

- 5.1 Sponsors will select the Regional Winners based on the following general criteria:
  - (a) completion of the defined challenges and machine operational requirements in the shortest amount of time;
  - (b) additional time will be added to overall challenge time, resulting from obstacle contact, unsafe machine practices and deviation from defined challenge goals and targets;
  - (c) Regional Winners will be those with lowest overall times in accordance with Rule 5.1 (a) and 5.1 (b) as supplemented, modified or amended, and will be identified at the end of each Regional Challenge.
- 5.2 The Global Sponsor will select first, second and third place contestants (first place being the "**Global Winner**") from among the Global Challenge contestants based on the following general criteria:
  - (a) completion of the defined challenges and machine operational requirements in the shortest amount of time;

- (b) additional time will be added to overall challenge time, resulting from obstacle contact, unsafe machine practices and deviation from defined challenge goals and targets;
- (c) winners will be those with lowest overall times in accordance with Rule 5.2 (a) and 5.2 (b) as supplemented, modified or amended, and will be identified at the end of the Global Challenge.

## 6. PRIZES

- 6.1 Regional Winners will each be awarded a trip to Las Vegas, NV to compete in the Global Challenge to be held on March 03, 2026 (“**Regional Prize**”) consisting of:
  - (a) round trip economy class airfare selected by the Sponsor;
  - (b) hotel accommodation for four (4) nights at a hotel selected by the Sponsors;
  - (c) standard meals (breakfast, lunch and dinner) and local transportation in Las Vegas;
- 6.2 The approximate value of the Regional Prize is up to \$10,000 (per Regional Winner).
- 6.3 The contestants selected for the second and third places in the Global Challenge will receive trophies.
- 6.4 The Global Winner will receive a trophy, placards and other recognition items determined in the Global Sponsors sole discretion plus, **either**:
  - (a) a one time payment of ten thousand US Dollars (\$10,000 USD); **OR**
  - (b) at Global Sponsor’s sole discretion, in circumstances where Global Sponsor determines that such a payment is prohibited by applicable laws or regulations (including, without limitation, where the Global Winner entered the Global Challenge via participation in the South American Regional Challenge and is subject to Brazilian laws prohibiting the award of such a payment) a trip in the value of ten thousand US Dollars (\$10,000 USD) to the Global Winner’s choice of worldwide destinations where a Caterpillar facility is situated;

(the “**Global Prize**”, and together with the Regional Prizes, the “**Prize**” or “**Prizes**”, individually or collectively as the context indicates).
- 6.4 The approximate value of the Global Prize is ten thousand and five hundred US dollars (\$10,500 USD).
- 6.5 Any expenses not specified herein as included are not included as part of a Prize, including without limitation all applicable taxes payable on the award or receipt of a Prize, all of which are solely the relevant Regional or Global Winner’s responsibility.
- 6.6 No substitution of any Prize will be made except at the Sponsors’ sole discretion. Sponsors reserve the right to substitute a Prize for one of equal or greater value (subject

to applicable legal or regulatory limitations) if the Prize should become unavailable for any reason.

6.7 No more than the stated number of Prizes shall be awarded.

## **7. WAIVERS, RELEASES AND INDEMNIFICATION**

**7.1 By participating in the Contest and/or accepting a Prize, Contestants agree to the fullest extent permitted by Applicable Law, to release and hold harmless each Sponsor and its and their respective subsidiaries, affiliates, suppliers, distributors and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of the prize or any portion of the prize. As a condition of entry into the Contest, every Contestant shall be required to sign a Waiver of Liability and Indemnification which shall be provided no later than the first day of the Regional Challenge or Global Challenge, as the case may be, and Contestants shall not be permitted to undertake any aspect of the Contest until it has been signed.**

**7.2 Additionally, and again as a condition of entry into the Contest, every Contestant shall be required to sign a Media Release. The Media Release shall be provided to each Contestant no later than the first day of the Regional Challenge or the Global Challenge, as the case may be and Contestants shall not be permitted to undertake any aspect of the Contest until it has been signed. Among other things, the Media Release shall grant to Sponsors and its, 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.**

**7.3 The foregoing Rules 7.1 and 7.2 and the waivers and releases referred to in them shall apply to the fullest extent permitted by Applicable Law.**

## **8. PUBLICITY**

**8.1 Global and Regional Winners ("Winners") shall make themselves available to appear in promotional videos, upon Sponsors' request, during the calendar years 2025 and 2026 and shall further assist Sponsors, upon reasonable request, in other advertising and marketing promotion activities.**

**8.2 A Winner's failure or refusal to participate in these publicity obligations (as determined by Sponsor at its sole discretion) shall constitute a forfeiture of the Winner's Prizes 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.**

## **9. GENERAL CONDITIONS**

- 9.1 Sponsors reserve the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsors in their sole discretion.
- 9.2 Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law.
- 9.3 Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

## **10. LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

- 10.1 To the fullest extent permitted by Applicable Law, Released Parties are 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 contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software (beyond sponsors' reasonable control); (3) unauthorized human intervention in any part of the entry process or the contest; (4) technical or human error which may occur in the administration of the contest or the processing of entries; or (5) (without prejudice to rule 7.1 and any waiver of liability and indemnification signed pursuant to it) of any injury, death, or damage to property which may be caused, directly or indirectly, in whole or in part, from contestant's participation in the contest or receipt or use or misuse of any prize.**
- 10.2 To the fullest extent permitted by Applicable Law, released parties shall in no event be liable for any indirect, punitive, incidental, or consequential damages, nor any loss of profits, revenue, opportunity or data, whether or not they were aware of the possibility of any such damages.**
- 10.3 Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, and in such event the above rules 10.1 and 10.2 may not apply to you.**

## **11. DISPUTES**

To the fullest extent permitted by Applicable Law, all Contestants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, such Arbitration to be held in the city of Dallas, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will the Contestants be permitted to

obtain awards for, and Contestants hereby waive all rights to claim, any indirect, punitive, incidental, or consequential damages, nor any loss of profits, revenue, opportunity or data, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant and Released Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Delaware without giving effect to any choice of law or conflict of law rules (whether of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Illinois.

## **12. PERSONAL INFORMATION.**

The personal information of the Contestant collected for the purpose of administering the Contest will be processed in accordance with Caterpillar Inc.'s Global Data Privacy Statement, located at: <https://www.caterpillar.com/en/legal-notices/dataprivacy.html>. By entering the Contest, you agree to the use of your personal information.

## **13. RULES/PRIZE WINNERS' LIST REQUESTS.**

A complete copy of these Official Rules and identification of the Prize Winners will be posted at: [cat.com/operatorchallenge](http://cat.com/operatorchallenge).

## **14. PRIZE WINNER AFFIDAVIT AND RELEASE.**

Each Winner may be required to execute an affidavit and release (an “**Affidavit and Release**”) that confirms the Winner’s: (i) eligibility for the Contest and compliance with these Official Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsors and their 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 Contest, participation in any Contest-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; and (iv) grant to the Sponsors the unrestricted right, in the Sponsors’ sole discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Winner’s name, photographs, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Promotion and the promotion and exploitation thereof. The executed Affidavit and Release, if required, must be returned within ten (10) days of the verification as a Winner or the selected Contestant will be disqualified, and the Prize forfeited.

## **15. TRADEMARK/COPYRIGHT.**

All content on the [cat.com/operatorchallenge](http://cat.com/operatorchallenge) and all related sites of Sponsors relating to the Global Operator Challenge Contest (collectively the “**Sites**”), including text, graphics, logos, button icons, images, video clips and audio clips (collectively “**Content**”), the compilation of the Content (meaning its collection, arrangement and assembly) and all software used on or in the Site are the property of either the Sponsor, its respective affiliates, or third parties that have licensed content and software for use on the Site. No rights or licenses are granted hereunder by way of implication, estoppel, or otherwise for any of Sponsors’, their respective affiliates’, or third



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#### **16. 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. Sponsors agree 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.

#### **17. TERMINATION.**

Global Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend, or suspend the Contest, and/or the Official Rules in any way, at any time, for any reason and without prior notice.

**18. DEFINITIONS:** The following words shall have the meanings given to them below for the purpose of these Official Rules:

**"Affiliate"** means, in relation to Global Sponsor, an entity that, directly or indirectly, through one or more intermediaries, controls, is under common control with, or is controlled by Global Sponsor, where **"control"** means the ownership, direct or indirect, of a majority of an entity's equity; or the power to direct the management and policies, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, specifically including, without limitation, any and all subsidiaries and affiliates of which Global Sponsor owns, directly or indirectly, fifty percent (50%) or more of the voting securities, or less than fifty percent (50%) in countries that prohibit majority foreign ownership.

**"Cat Dealer"** means an authorized dealer of Caterpillar products and services.

**"Applicable Laws"** means any and all national, supra-national, state, federal, provincial, regional, territorial and local laws, regulations, rules, executive orders, supervisory requirements, directives (including any legislation implementing such directives), ordinance, circulars, opinions, interpretive letters and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization, as pertain to the Contest or anything related to it.

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