

## Shop Cummins Launch Promotion

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.** The information you provide will be used consistent with the Sponsor's Privacy Policy.

BY ENTERING ANY SWEEPSTAKES OR OTHERWISE PARTICIPATING IN THE PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. ELIGIBILITY:** The Shop Cummins Launch Promotion (the "Shop Cummins Launch Promotion") is open to individuals who, as of the date of entry, are legal residents of and residing in the 50 United States (includes DC) and Canada, who are 18 years of age or older, and who have reached the age of majority in their state or country of residence. Employees of Cummins Inc. ("**Sponsor**"), or any of their respective affiliates, sales representatives, agencies, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in the promotion, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild) and household members of all such employees, are NOT eligible. Customers with existing accounts on [shopcummins.com/shopcummins.ca](http://shopcummins.com/shopcummins.ca) are not eligible. Promotion is subject to all federal, state and local laws and regulations. Void in Puerto Rico, U.S. Virgin Islands, and where prohibited or restricted by law.

**2. HOW TO ENTER:** This Promotion is a Shop Cummins Launch Promotion. To enter the Shop Cummins Launch Promotion, a participant must visit <http://shopcummins.com/shopcummins.ca> and click on the banner, which will take the participant to the following entry form (<http://now.cummins.com/shopcummins>) from **February 5, 2021** through **March 15, 2021** and complete the required entry form, and agree to receive Cummins Inc.' exclusive offers, updates and promotions.

**3. PROMOTION PERIOD:** All entries must be submitted between 12:01 a.m. CT February 5, 2021 and 11:59 p.m. CT on March 15, 2021 ("**Promotion Period**"), and must be received by Sponsor by 11:59 p.m. CT on the last day of the Promotion Period to be eligible. Sponsor's computer will be the official time clock for the Promotion. **Limit one (1) entry per person/e-mail address.** Any attempt by any person to obtain more than the stated number of entries by using multiple/different email accounts, or any other methods will void all of that person's entries and that person will be disqualified. Sponsor is not responsible for lost, late, illegible, corrupted, or misdirected entries.

By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these "**Official Rules**" and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

**4. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):** The "**Prize**" for the Promotion is one (1) **\$250 Shop Cummins Gift card. Three (3) Prizes will be awarded. The total prize approximate retail value is \$750.** Winning a Prize in the Drawing is contingent upon fulfilling all requirements set forth herein. Taxes on Prize are the sole responsibility of the winner. Publicity release, promotional agreement, and/or mutually acceptable liability releases may be required as a condition of Prize award, where not prohibited. Any and all guarantees and warranties for Prizes are subject to the manufacturer's and/or service providers terms and conditions, and winner agrees to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. Prizes are non-transferable except in the sole discretion of the Sponsor. No substitution or cash equivalent is allowed except at the sole discretion of the Sponsor. Sponsor reserves the right, but not the obligation, to substitute prizes of the same approximate retail value. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any Prize, and other expenses incurred by accepting the prize, are the sole responsibility of the winner. Limit one (1) Prize per person. Prize will be fulfilled one to two weeks after the drawing.

**5. SELECTION OF THE WINNER(S):** Each Prize will be awarded in a random drawing on the date identified above, from among all eligible entries received during the Promotional Period. Each drawing will be

conducted in accordance with the Official Rules by Sponsor, whose decisions on all matters related to the Promotion are binding and final. Each potential winner will be notified by e-mail using the information provided on the entry form, and will be required to respond within five (5) days, or the Prize will be forfeited, and an alternate potential winner will be chosen. Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information or for failure of a potential winner to contact Sponsor after being selected as a winner. The Prize will be emailed to the email address listed on the Shop Cummins Promotion entry form. Tax information may be required and, if so, must be provided within reasonable specified time or Prize will be forfeited and alternate winner chosen. If the potential winner resides in Canada, potential winner must correctly answer a mathematical skill testing question without assistance of any kind, whether mechanical or otherwise, (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, or by telephone at a time to be mutually agreed upon, or in the Sponsor's Release, if applicable). Incorrect answer of the mathematical skill testing question shall disqualify potential winner from receiving a Prize. The mathematical question will contain at least three operations. For example,  $(2 \times 4) + (10 \times 3)$ .

**6. WINNERS LIST:** For the name of the winners selected to date, send a self-addressed, stamped envelope between March 20, 2021 and August 20, 2021 to: S. Meconis, Shop Cummins, 5125 Highway 85, Atlanta, GA 30349.

**7. PUBLICITY RELEASE.** Except where prohibited, acceptance of a Prize constitutes winner's consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent. Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "Affidavit") and return the Affidavit within the time period specified at notification before being eligible to receive his or her Prize. If any potential Prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Prize winner, such potential Prize winner may be disqualified, and an alternate may be selected.

**8. RELEASE:** By participating, entrant agrees to release and hold harmless Sponsor, participating dealers and retailers, affiliates, sales representatives, distributors and promotional and other vendor agencies, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any Promotion-related activity, or participation in the Promotion. Sponsor is not responsible for the actions of entrants in connection with the Promotion, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**9.** Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Promotion or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. If for any reason Sponsor is prevented from continuing with this Promotion or any individual Sweepstakes, or the integrity and/or feasibility of the Promotion or any individual Sweepstakes is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the entire Promotion or the affected Sweepstakes without further obligation. If Sponsor in its discretion elects to so abbreviate the Promotion or any Sweepstakes, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date. All entries are the property of Sponsor and are not returnable.

**10.** This promotion is intended for viewing in the United States, Canada and Mexico only and shall be construed and evaluated only according to applicable United States law. Do not enter this promotion if you are not located in the United States, Mexico and Canada. The use of any automated devices in connection with this promotion is prohibited. Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections, whether human, technical or otherwise in nature. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY COMPUTERIZED SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE; SPONSOR RESERVES THE RIGHT TO SEEK DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, in its sole discretion, to cancel or suspend this promotion should virus, bugs or other causes beyond its control corrupt the administration, security or proper play of this promotion. Sponsor is not responsible for any injury or damage to any person's computer or related equipment resulting from or relating to participation in this promotion or downloading any material related to this promotion. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified e-mail account.

**11. DISPUTES/CHOICE OF LAW:** EXCEPT WHERE PROHIBITED, EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN INDIANA, (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES, (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "SPECIAL DAMAGES"), AND (4) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO SUCH DAMAGES MULTIPLIED OR INCREASED. INDIANA LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE PROMOTION AND ALL ASPECTS RELATED THERETO.

**12. SPONSOR:** Cummins Inc., 1460 N National Road MC 41406, Columbus, IN 47201

**13. //End of Official Rules//**