

**OFFICIAL RULES AND REGULATIONS  
TO  
THE SAFETY.CAT.COM IPOD GIVE AWAY PROMOTION**

Please read the Official Rules and Regulations (the “Official Rules”) of the SAFETY.CAT.COM iPod Give Away Promotion (the “Promotion”). You must agree to accept and comply with the Official Rules to participate in the Promotion. By participating, entrants agree to the Official Rules and the decisions of Sponsor (as defined below), which are final and binding in all respects.

**1. Eligibility:**

Unless otherwise exempted herein, the Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia age eighteen (18) years or older. Employees, directors and officers, and their immediate family members (spouses and siblings, parents, and children and their spouses) and household members (whether related or not), of Caterpillar Inc. and its subsidiaries and affiliates, distributors, dealerships and companies involved in the implementation and execution of the Promotion (collectively “Sponsor”), are not eligible. **THE PROMOTION IS VOID WHERE PROHIBITED.**

**2. Promotion Period:**

Promotion begins at 7:30 a.m. CST, May 1, 2010 and ends at 4:00 p.m. CST, August 31, 2010 (the “Promotion Period”).

**3. To Enter:**

To participate in the Promotion, an entrant must complete an online training course through SAFETY.CAT.COM during the Promotion Period.

**4. Contest:**

The two individuals who have taken the greatest number of online training courses through SAFETY.CAT.COM will be the winners of the Promotion, subject to verification of eligibility and compliance with the Official Rules. In the event of a tie, the winner will be chosen by random drawing. The winners will be notified by email within five (5) business days after the contest ends.

**5. Contest Prize:**

The two winners will receive an 80 GB iPod Classic. The approximate retail value of each Prize is \$250.00. **TOTAL VALUE OF ALL PRIZES: \$500.00.** The Prize will be delivered at the cost of Sponsor via mail to the winner’s resident street number mailing address (the Prize will not be delivered to a P.O. Box address). The Prize must be claimed within ninety (90) days from the Prize notification.

**6. General Conditions:**

By participating, entrants agree that Sponsor, its shareholders, agents and representatives, affiliates, subsidiaries, and legal advisors are not responsible or liable for, and shall be released and held harmless from: (i) telephone, electronic, hardware or software program, network,

Internet, or computer malfunctions, failures, or difficulties of any kind; (ii) any condition caused by events beyond the control of Sponsor that may cause the Promotion to be disrupted or corrupted; (iii) any printing or typographical errors in any materials associated with the Promotion; (iv) any and all losses, damages, rights, claims and actions of any kind in connection with or resulting from participation in the promotion, acceptance, possession, or use of the Prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Promotion at any time if a computer virus, bug, or technical or other problem corrupts the administration, security, or proper conduct of the Promotion. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Illinois.

By accepting the Prize, except where legally prohibited, the winner grants (and agrees to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade publicity, promotional and commercial purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval.

The winner may be required to complete an affidavit or declaration of eligibility/liability release and, except where prohibited, a publicity release and such other documents as Sponsor may require. Required documents must be signed and received within ten (10) days of the date printed on the Prize notification. Failure to execute or timely return the Prize notification documentation may result in forfeiture of the Prize and an alternate winner will be randomly selected from the remaining eligible entries received by Sponsor. The winner may not substitute, assign or transfer the Prize or redeem the Prize for cash or credit. All necessary taxes and duties on the Prize, and any other costs associated with maintaining or operating the Prize, are the sole responsibility of the winner. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner.

#### **7. Promotion Winners:**

For names of the winners mail a self-addressed stamped envelope for receipt within ten (10) days after the Promotion date to:

Caterpillar Inc.  
Attn: Customer Safety Services  
c/o Valerie Cantrell  
100 NE Adams Street  
Peoria, Illinois 61629

For any other information specific to the Promotion please write to the address above.

**8. Sponsor:**

Caterpillar Inc.  
100 NE Adams St  
Peoria, IL 61629-6325  
<http://www.cat.com>

See Caterpillar's [Privacy Policy](#) {live link} regarding use of all material entered and/or submitted for the Promotion or otherwise collected by this site.

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