

TERMS AND CONDITIONS

CAT UEM Charity Auction Package

Terms and Conditions for CAT UEM Charity Auction Package ("Auction Package"): **Auction Package** Open to attendees of the CAT UEM Charity Auction on September 29, 2026, who are age 21 or older at time of bidding. Package is available to bidders from North America. All proceeds will be handled by the foundation according to their terms and conditions. Once the winning bid is accepted and donation made, the auction is final and binding.

Auction Package: The highest bidder will receive the following package for the Ritchie Bros. February 2027 Auction:

- **Round-trip economy class airfare for two to Orlando, Florida from continental USA or Canada.**
 - Airfare Includes: Travel Insurance, Luggage Fees for two items per traveler, Airfare Fees, and Taxes.
 - Items NOT Included and subject to Winner's expense: Voluntary seat upgrades, In-Flight Food and Beverage, WIFI, or additional charges incurred for delayed or missed flight(s).
 - Winner will be responsible for ground transportation to/from the hotel and the airport.
- **Three (3) nights accommodation for two in a standard, run of house (ROH), guest room at the Omni Orlando Resort at Champions Gate.**
 - Accommodation Includes: Room Rate, Daily Resort Fee, and Taxes.
 - Items NOT included and subject to Winner's expense: Additional charges issued by the Resort, including, but not limited to: upgrades; additional occupancy fees; gratuities; fees related to damage, room service, WIFI, etc.
 - Travel dates will be for three consecutive nights between Sunday, February 14, 2027, and Thursday, February 18, 2027.
- **\$700 Room/Hotel Credit that can be used within the Omni Orlando Resort at Champions Gate.**
 - Potential activities include dining, spa, golf and more.
- **Exclusive tour of Ritchie Bros. Orlando Auction Facility.**
 - The winner and companion will be required to wear appropriate attire including but not limited to: closed toe shoes, hi-vis vests, slip over steel toe protectors, and safety glasses. Ritchie Bros. will supply the vests, protectors, and safety glasses.
 - Winner and companion will also be required to execute a liability waiver prior to the tour.
- **Entry to Ritchie Bros. VIP Customer Event at the Orlando Auction (February 15, 2027)**
 - Winner and companion to be at least 21 years of Age.
- **Other Terms and Conditions**
 - Winner and travel companion must execute liability/publicity releases prior to issuance of travel documents.
 - Employees of Ritchie Bros. Auctioneers (America) Inc. (including any of its affiliates) or their immediate family members are not eligible for the Auction Package and may not bid on the same.
 - Winner and their travel companion must have valid travel documents (e.g., government issued identification) prior to departure, and failure to do so may result in forfeiture of all or some aspects of the trip. Traveler is solely responsible for satisfying all legally required conditions of travel. Ritchie Bros. is not liable for any expenses incurred as a consequence of flight cancellations or delays or any weather or airline issues that prevent the winner and companion from traveling, in which event any missed portion of the trip is forfeited in its entirety and no substitution will be provided.
 - Please contact Ritchie Bros. Travel Manager to make your travel arrangements on or before December 7, 2026, at travel@rbglobal.com.
 - This trip is non transferrable once travel is reserved. Any credit due to cancelation or the inability to travel remains the property of Ritchie Bros.
 - No CASH value.
 - All costs and expenses associated with Auction Package acceptance and use not specified herein as being provided are the sole responsibility of the winner. No Auction Package substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of

Ritchie Bros. Auctioneers (America) Inc. ("RBA" or "Sponsor"). RBA reserves the right, at its sole discretion, to substitute a Auction Package or portion of Auction Package of greater or equal value of the advertised Auction Package is unavailable.

- Construction and Disputes: Participants waive any right to claim ambiguity in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and Sponsor in connection with the Auction Package, shall be resolved individually, without resort to any form of class action, and exclusively 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. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including associated with entering this Auction Package, but in no event attorneys' fees. Sponsor reserves the right to correct clerical or typographical errors in Auction Package materials or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. THE EXCLUSIVE JURISDICTION FOR ANY DISPUTE SHALL BE IN THE FEDERAL OR STATE COURTS LOCATED IN COOK COUNTY, ILLINOIS.
- A PARTICIPANT IS NOT A WINNER OF ANY AUCTION PACKAGE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED.
- Conditions/Taxes: All tax implications and payments related to this charitable auction will be handled directly between the highest bidder and the foundation under the foundation's terms and conditions. Payment of all applicable federal, state, and local taxes is solely the responsibility of the winner.
- Indemnification and Limitation of Liability: NEITHER SPONSOR NOR ITS SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS IN ANY AUCTION PACKAGE-RELATED MATERIALS OR TRANSACTIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION. SPONSOR IS NOT RESPONSIBLE FOR LOST, STOLEN, MANGLED, MISDELIVERED, POSTAGE DUE, ILLEGIBLE, INCOMPLETE OR LATE ENTRIES, TELEPHONE SERVICE OUTAGES, DELAYS, BUSY SIGNALS, EQUIPMENT MALFUNCTIONS AND ANY OTHER TECHNOLOGICAL DIFFICULTIES THAT MAY PREVENT AN INDIVIDUAL FROM ENTERING OR CLAIMING AN AUCTION PACKAGE. THIS AUCTION PACKAGE OFFER IS BEING MADE EXCLUSIVELY BY THE SPONSOR. SPONSOR IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, OR TELEPHONE FAILURE OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS OR FRAUD, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION WHETHER CAUSED BY SPONSOR, USER, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE AUCTION PACKAGE, OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESS OF SUBMISSIONS WHICH MAY LIMIT A PARTICIPANT'S ABILITY TO PARTICIPATE IN THIS AUCTION PACKAGE. NEITHER SPONSOR NOR ITS SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR ANY DAMAGES OR INJURY INCURRED BY WINNER AND GUESTS AS A RESULT OF WINNING. BY ENTERING, PARTICIPANTS AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY EACH OF SPONSOR, THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ANY AND ALL OTHER COMPANIES ASSOCIATED WITH THIS AUCTION PACKAGE (COLLECTIVELY, THE "RELEASED PARTIES") AGAINST ANY AND ALL LIABILITY, DAMAGES, OR CAUSES OR ACTION (HOWEVER NAMED OR DESCRIBED), RELATED TO OR ARISING OUT OF (I) THE AUCTION PACKAGE, (II) PARTICIPANT'S PARTICIPATION IN THE AUCTION PACKAGE, AND (III) THE RECEIPT OR

USE OR MISUSE OF THE AUCTION PACKAGE (S) AWARDED HEREIN AND TRAVEL REDEEMED THEREWITH. POSSIBLE CLAIMS OR CAUSES OF ACTION INCLUDE, BUT ARE NOT LIMITED TO, INFRINGEMENT OF ANY RIGHT OF PUBLICITY OR INTELLECTUAL PROPERTY; THREATENED OR ACTUAL INJURY, LOSS, OR DAMAGE TO ANY PERSON, INCLUDING DEATH AND DISABILITY AND EXPOSURE, TRANSMISSION, AND/OR SPREAD OF AN INFECTIOUS DISEASE OR VIRUS; DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (INTENTIONAL AND UNINTENTIONAL); AND DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF SUCH PARTICIPANT'S PARTICIPATION IN THE AUCTION PACKAGE OR RECEIPT OR USE OR MISUSE OF ANY AUCTION PACKAGE. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AUCTION PACKAGE.

- If for any reason a Participant's entry is confirmed to have been voided or corrupted by any grossly negligent act of the Sponsor, Participant's sole remedy is another entry in the Auction, subject to availability and provided that the Auction Package has not then expired.

Auction Package Provider: Ritchie Bros. Auctioneers (America) Inc. - Two Westbrook Corporate Center, Suite 500 | Westchester, IL 60154