

PROGRAM TERMS & CONDITIONS

QUALIFYING CRITERIA

At the sole discretion of Ziegler Inc., a qualifying referral will be determined in accordance with the following criteria:

- Referee has not purchased a new Caterpillar Building Construction Products (BCP) machine from Ziegler Inc. since January 1, 2014*.
- A new machine is defined as a reading of 50 hours or less on the hour meter.
- Qualifying machines are any model of Caterpillar Building Construction Products (BCP).
- Used machinery or rental rollouts do not qualify as new machine sales.
- Offer not valid for incomplete, false, illegible, or self-referring submissions. No responsibility will be taken by Ziegler Inc. for referral submissions that are lost, misdirected, improperly recorded, or not received for any other reason.
- Referrer cannot be employed by the purchasing (referee) company or related entity.
- By submitting a referral, you agree to abide by the Ziegler Inc. Refer A Friend Program Terms and Conditions.

TERMS AND CONDITIONS

- Ziegler Inc. invoice for qualifying new machine sale must be dated on or before December 31, 2019. Upon invoice, one (1) VISA \$500 prepaid card will be mailed to referrer (see Payment, below).
- In the case of an identical or substantially similar referral, the referral that was received first will qualify for the \$500 prepaid card. Time of submission will be the time stamp at the time the submission is entered into an Excel spreadsheet.
- Only one (1) VISA \$500 prepaid card will be issued for each referred customer.
- The Refer A Friend Program expires at 5:00 PM CST on December 31, 2019.
- Referee must be within Ziegler defined sales territory in Minnesota and Iowa.
- Referrer must be a legal resident of Canada or the United States and 18 years of age or older.
- Ziegler employees are not eligible to submit referrals with this program.
- Ziegler Inc. has the right to set a limit on the number of qualified referrals submitted by a single referrer.
- At its sole discretion, Ziegler Inc. reserves the right to cancel the Refer A Friend Program or to revise these Terms and Conditions at any time, without prior notice. Any changes will be posted on this web page.
- At the sole discretion of Ziegler Inc., referrals may be disqualified if any Terms and Conditions of the Refer A Friend Program have been breached.
- At its sole discretion, Ziegler Inc. reserves the right to refuse participation in the Refer A Friend Program based on referrer's and/or referee's lack of observing the Terms and Conditions of the program.
- Referrer represents and warrants that they are eligible to participate in the program with no conflict of interest. Specifically (a) that you have disclosed your participation to your employer, if you have an obligation to do so; (b) that you have obtained all necessary approvals from your employer with respect to participating in the Refer A Friend Program and any compensation that may result; or (c) that you are under no obligation to disclose participation to any other party.
- Ziegler Inc.'s maximum liability to you under this program is limited to the above described referral fee which may be payable to you in accordance with the rules of the Refer A Friend Program.

PAYMENT

- All federal, state, provincial, and local laws apply. A qualifying participant is solely responsible for all applicable federal, state, and local taxes.
- To be in compliance with federal requirements, any referrer that qualifies for more than one (1) VISA \$500 prepaid card must provide tax registration information prior to Ziegler Inc. issuing additional gift cards.
- If your referral results in a qualifying new machine sale invoiced on or before December 31, 2019, you will be sent one (1) VISA \$500 prepaid card within thirty (30) days of the date of the Ziegler Inc. referee invoice; subject to all qualifying criteria, terms and conditions, and payment.
- All gift cards will be delivered to the mailing address provided by referrer, mailed out by Ziegler.

**Ziegler Sales Management will have the final say.*