

Emissions Recall 67A Rewards Program Terms and Conditions

The Emissions Recall 67A Rewards Program (“Offer”) is subject to these modified terms and conditions (“Terms and Conditions”) and all applicable federal, state, and local laws. Participation in this Offer constitutes your acceptance of these Terms and Conditions. The following describes how to submit an eligible Offer Claim as further defined below. Sponsor reserves the right to further modify or cancel the Offer at any time.

- 1. ELIGIBILITY:** The Offer is open only to legal residents of the 50 United States and District of Columbia, eighteen (18) years of age or older, and who own or lease a 2013 – 2018 Ram 6.7L Cummins Turbo Diesel truck (“Truck”) at the time of Offer claim. Completion (service) of the Cummins 67A Recall must be completed at a participating authorized dealership (each, a “Dealership”). Employees, officers and directors Cummins Inc. (“Sponsor”), JRT Agency, Media Now, Realtime Media LLC (“Administrator”) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Offer Entities”), their immediate family members (spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses) and those living in the same household as such individuals (whether legally related or not) are not eligible to submit an Offer Claim or receive an Offer Item (as further described below). Void outside of the United States and where prohibited by law. All federal, state, and local laws and regulations apply.
- 2. TIMING:** The Offer, as modified by these Terms and Conditions, consists of two entry periods and Offer Items, as set forth below.

To participate in this Offer you must first complete Recall 67A maintenance on your Truck at a Dealership between either of the following periods: (i) February 17, 2026 and May 31, 2026 (the “Period 1 Service Period”), and (ii) June 1, 2026 and July 31, 2026 (the “Period 2 Service Period”). The Period 1 Service Period and the Period 2 Service Period may be referred to individually as a “Service Period” and collectively as the “Service Periods.”

The Offer Claim submission period with respect to Recall 67A maintenance performed during the Period 1 Service Period begins at 12:00 p.m. ET on February 17, 2026 and ends at 11:59 p.m. ET on June 21, 2026 (the “Period 1 Submission Period”).

The Offer Claim submission period with respect to Recall 67A maintenance performed during the Period 2 Service Period begins at 12:00 p.m. ET on June 1, 2026 and ends at 11:59 p.m. ET on August 21, 2026 (the “Period 2 Submission Period”). The Period 1 Submission Period and the Period 2 Submission Period may be referred to individually as a “Submission Period” and collectively as the “Submission Periods.” The Administrator’s computer is the official clock for the Offer.

- 3. HOW TO PARTICIPATE & OFFER DETAILS:** During a Service Period, visit a Dealership, and have Recall 67A maintenance performed on your Truck. Only Recall 67A maintenance performed by a participating dealership during a Service Period is eligible in this Offer. During the Submission Period, and upon completion of the Recall 67A maintenance, visit <https://www.CumminsRecall.com> (“Website”) and complete and submit an Offer claim form, including your full name, street address (no P.O. Boxes), email address, and your preference of a physical prepaid card to be mailed to you or a digital prepaid card to be emailed to you. Additionally, you may optionally provide feedback on your experience with the Recall process. If you submit feedback, you agree that your feedback may be used by the Sponsor for advertising and marketing purposes, including your first name and last initial, without any form of notice, permission or any amount or kind of compensation. On the following page input the Truck’s VIN and click “submit”. The Offer claim form and Truck’s VIN are collectively defined as an “Offer Claim”. Each gift card described below is referred to as an “Offer Item”.

The first 750 participants in the Period 1 Service Period to have submitted a valid Offer Claim prior to 11:59 p.m. ET on March 31, 2026, will, upon verification of eligibility, receive one (1) \$1,000 prepaid

card as an "Offer Item" for the first Offer Claim. Also, upon verification of eligibility, all Offer Claims submitted after the initial approved Offer Claim will receive a \$500 prepaid card as additional Offer Items. **\$1,000 prepaid cards as Offer Items are not available to Offer Claims submitted after March 31, 2026.**

Upon verification of eligibility, compliance with these Terms and Conditions, and subject to VIN verification, participants in the Period 2 Service Period who successfully submit an Offer Claim will receive a \$500 prepaid card.

Offer Items will be fulfilled only upon verification of the Offer Claim and participant's eligibility. Offer Items are available on a first-come, first-served basis, and will be fulfilled in the order in which valid Offer Claims are verified. All limits and quantity restrictions applied in an Offer Period are reset and applicable to the current active Offer Period (for example, a participant who submitted 20 Offer Claims during the Period 1 Submission Period is permitted to submit additional eligible Offer Claims in the current Period 2 Submission Period, as those submission limits have reset).

If you have additional Trucks with Recall 67A maintenance performed during the Service Periods, you may return to the Website during the applicable Submission Period, submit your email address, and then follow the on-screen instructions to add another Truck VIN to submit one (1) additional Offer Claim. You may submit Offer Claims for up to twenty (20) unique Truck VINs in this Offer, provided each Truck received the Recall 67A maintenance during the applicable Service Period. Do not enter Truck VINs that did not receive Recall 67A maintenance during the applicable Service Period, or that previously received Recall 67A maintenance before the start of the applicable Service Period. You must register and submit an Offer Claim during the applicable Submission Period to be eligible for this Offer. Completing Recall 67A maintenance during the Service Period but NOT submitting an Offer Claim at the Website during the applicable Submission Period will not result in Offer Claim or your receiving an Offer Item.

NOTE: Proof of submission does not constitute proof of delivery. The Offer Entities are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) Offer Claim and one (1) Offer Item per Truck; each participant may submit an Offer Claim with respect to no more than a total of twenty (20) Trucks. Attempts made by the same individual to submit more than the stated number of Offer Claims or receive more than the stated number of Offer Items by using multiple or false contact information, accounts or otherwise may result in disqualification. Offer Claims generated by script, artificial intelligence, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Offer Claims that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Terms and Conditions may be disqualified from the Offer at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their Offer Claim, or abide by these Terms and Conditions or other instructions of Sponsor may be disqualified. Offer Claims submitted by those who do not meet the eligibility requirements (including all requirements with respect to age) are void. In the event of a dispute over the identity of a participant, Offer Claim will be deemed submitted by the registered account holder of the email address associated with the Offer Claim, provided that person is eligible. Any participant may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an Offer Claim cannot be resolved to Sponsor's satisfaction, the affected Offer Claim will be deemed ineligible.

The Offer Items are prepaid cards, which are subject to the terms and conditions set by the issuer. Offer Items expire 12 months after issuance. Offer Items will not be replaced if lost, stolen, or damaged. Treat your Offer Item as you would cash. Participants will receive email notification upon verification of the VIN noted on the Offer Claim. Offer Items will be fulfilled by mail or email (depending on participant's

selected delivery method at time of Offer Claim) using the information provided in the Offer Claim approximately 4 – 6 weeks after verification. Sponsor reserves the right to substitute the fulfillment method of an Offer Item in its sole and absolute discretion. Offer Items are provided “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The Offer Entities are not responsible for and will not replace any lost, mutilated, or stolen Offer Item, or any Offer Item that is undeliverable or does not reach the participant because of an incorrect or changed address.

The Offer Item is not transferrable, no substitutions or cash redemptions except at the Offer Entities’ discretion. Taxes are the responsibility of each participant receiving an Offer Item.

- 4. LIMITATION OF LIABILITY:** The Offer Entities do not assume any responsibility for any disruption in the Offer, including, but not limited to, the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Offer materials and these Terms and Conditions, these Terms and Conditions shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Offer by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Offer by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each, a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Offer and/or Offer Item. If, for any reason, the Offer (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, a Force Majeure event/occurrence, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Offer, then the Offer Entities reserve the right at their sole discretion to cancel, terminate, modify or suspend the Offer in whole or in part.

The Offer Entities assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled Offer Claims, URLs, or emails; (b) any incorrect or inaccurate Offer Claim information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Offer Claims at any point in the operation of this Offer; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Offer; (e) inaccessibility or unavailability of the Internet or the Website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Offer, including, without limitation, errors or difficulties which may occur in connection with the administration of the Offer, the processing of Offer Claims, the announcement of the Offer Items, or in any other Offer-related materials; or (f) any injury or damage to participants or to any other person’s computer which may be related to or resulting from any attempt to participate in the Offer.

- 5. CONDUCT:** The Offer Entities are not responsible for the actions of participants in connection with the Offer, including participants’ attempts to circumvent the Terms and Conditions or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Offer. The Offer Entities reserve the right, at their sole discretion, to disqualify (or terminate the Offer Item of) any individual who is found to be, or suspected of, acting in any manner deemed by the Offer Entities to be in violation of the Terms and Conditions, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the registration process or the operation of the Offer, and void all associated Offer Claims. **CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE**

MADE, THE OFFER ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 6. RELEASES:** All participants, as a condition of participation in this Offer, release, discharge, indemnify and hold harmless the Offer Entities and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Offer (including travel to/from any Offer activity), (ii) the receipt, ownership, use or misuse of an Offer Item provided, including any travel associated with any Offer Item, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property, (iv) participant's Offer Claim material on any related website, or (v) any typographical, human or other error in the printing, offering, operation or announcement of any Offer activity and/or Offer Claim.
- 7. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or the Released Parties in connection with the Offer will be governed by and construed in accordance with the internal laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.
- 8. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Indiana, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Offer shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Indiana. The federal or state law that applies to these Terms and Conditions will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Indiana. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 9. PRIVACY:** As a condition of participating in this Offer, each participant gives consent for Sponsor to obtain and deliver his or her name, image, likeness, address and any other information you voluntarily provide in connection with your participation to third parties for the purpose of administering this Offer and to comply with applicable laws, regulations and rules. Any information provided to Sponsor may be used to communicate with the participant in relation to this Offer and to send marketing about this Offer and future programs. Sponsor may also use the participant's name, image, likeness and submitted content for advertising and promotions in any media for this Offer and future campaigns, without further notice or payment, as described in Sponsor's Privacy Policy. By participating in the Offer, you agree to all of the terms and conditions of the Sponsor's Privacy Policy, available at <https://www.cummins.com/privacy-and-legal>, which provides additional information about your privacy rights and how to exercise them. In the event of any discrepancy between the Sponsor's Privacy Policy and these Terms and Conditions, these Terms and Conditions shall control and govern.

- 10. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms and Conditions is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Offer-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms of the Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 11. SPONSOR:** Cummins Inc., 500 Jackson Street, Columbus, IN 47201. Reference to third parties in connection with Offer Items and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Offer.
- 12. ADMINISTRATOR:** Realtime Media LLC, 2460 General Armistead Ave, STE 209, West Norriton, PA 19403.