

4200 Dahlberg Drive, Minneapolis, MN 55422 • (763) 302-5400 • FAX (763) 302-5800
www.kochcompanies.com

KOCH APPLE IPAD® DRIVER PROMOTION GIVEAWAY TERMS AND CONDITIONS

In addition to STAN KOCH & SONS TRUCKING, INC. (“KOCH”) policies and procedures involving the use of a communication device while engaged in KOCH work activities, these Terms and Conditions (“Agreement”) apply specifically to the use of Apple iPads® and any internet service provided to eligible drivers (“Recipients”) through the KOCH Apple iPad® Driver Promotion Giveaway program (the “KOCH Giveaway”):

1. **Apple iPad® and Internet Service Eligibility.** To be eligible to receive an Apple iPad® together with internet service, as chosen and provided by KOCH in the KOCH Giveaway, the Recipient must be a commercial driver that satisfies the following requirements: (a) successfully complete all orientation and pre-hire obligations; (b) be a newly hired or existing employee driver for KOCH and (c) be fully cleared for dispatch.

If, for any reason, Recipient is not continuously employed by KOCH for at least an uninterrupted period of one (1) year from the date of receipt of the Ipad®, including without limitation, no voluntary or involuntary termination or separation within said time frame, Recipient agrees to forthwith return the Apple iPad® to KOCH in its original condition, less normal wear and tear, and all internet service may be canceled by KOCH, in its sole discretion. If Recipient fails to do so, Recipient agrees that KOCH may deduct the sum of \$ 200.00 from any Recipient’s wages or other amounts due to Recipient by KOCH, which shall represent the Parties’ reasonable estimate of the provider’s early termination fees, and not a penalty.

2. **Taxes and Other Obligations.** Driver agrees to be responsible for any and all local, state or federal taxes generated or required to be paid by Recipient’s possession or ownership of the Apple iPad® and any related internet service.

3. **Responsibility of Apple iPad® after Receipt.** Under no circumstances shall KOCH be responsible or liable to Recipient or any other person or entity for the Apple iPad® and/or internet service once Recipient takes possession thereof including, without limitation, any repair or replacement of the Apple iPad® or any of its components, software or service.

4. **Recipient to Abide by all Laws.** Recipient agrees to strictly abide by any and all local, municipal, state or federal rules, regulations or other laws governing the ownership and/or use of the Apple iPad® and internet service, and to indemnify, defend and hold KOCH strictly harmless therefrom.

5. **Personal Information.** All Apple iPads given to Recipients will be the property of, and solely owned by, the Recipient, subject to Section 1 above. Each Recipient waives any right of privacy or restriction on the use, disclosure or transfer of any information contained in the Program regarding the Recipient, and grants KOCH the right to use, disclose and transfer the Recipient’s information contained in the Program, for any purpose. Acceptance of the Apple iPad® by Recipient constitutes the Recipient’s consent to the use of his or her name, likeness, voice and/or biographical data for advertising and promotional purposes without limitation, without written permission, and without compensation.

6. **Applicable Law.** The KOCH Giveaway is subject to all applicable federal, state, provincial, territorial, municipal or other laws and regulations. Any dispute arising in relation to the KOCH Giveaway will be governed exclusively by the laws of the state of Minnesota, excluding its conflicts of law principles and without regard to any consideration of *forum non-conveniens*, which is hereby waived by the Parties. Each Recipient submits to the exclusive jurisdiction of the courts for Minneapolis, Minnesota, for the resolution of any dispute arising in relation to the KOCH Giveaway.

7. **Disclaimers.** KOCH reserves the right, at its sole discretion: (i) to disqualify any Recipient who does not comply with these Terms and Conditions, or any applicable law or regulation; and (ii) to cancel, terminate, modify, alter or suspend the Giveaway with or without notice, at any time and for any or no reason. KOCH is not responsible for any problems or technical malfunction of any Apple iPad®, including any hardware or software components, functionality or other defect or shortcoming of any Apple iPad® or related services.

Apple Computer is not a sponsor of this KOCH Giveaway; iPad® is a trademark of Apple Computer

I have read the above, and have received a written copy of KOCH’s Terms and Conditions. I fully understand them, and agree to strictly abide by them. I understand that further terms, conditions and/or other information may be found at www.kochcompanies.com. Sign and print your name, enter date, and return this form to your supervisor.

KOCH driver Signature

Alpha Code

Printed Name

Date

Phone