

DRIVE TO SUCCEED
AVAILABILITY INCENTIVE PROGRAM
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the United States. Eligibility is limited to residents of the Eligible States listed below. Subject to all applicable federal, state, local and provincial laws, regulations, and ordinances. Promotion begins on December 15, 2020 at 12:01 a.m. Eastern Time (“ET”) and ends on June 14, 2021 at 11:59 p.m. ET on (the “Promotion Period”). Sponsor’s computer is the official time keeping device for this Promotion.

1. Eligibility: The Drive to Succeed Program (the “Promotion”) is open to CSX Transportation employees who (a) work in conductor craft at the time of entry; (b) during the Promotion Period work in conductor craft at least 51% of the time; (c) must remain an employee in good standing during the Promotion Period including up to the date of the random drawing and (d) are legal residents of one of the Eligible States or of the Province of Ontario or Quebec (“Eligible Employees”). The **Eligible States** are as follows: Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont Virginia, Washington, D.C., and West Virginia. **In order to qualify for the random prize drawings Eligible Employees must have a Good Attendance record as described in Rule 5 below.**

This is a trade promotion and is not open to the general public.

Employees (other than Eligible Employees), officers, and directors of CSX Transportation, Inc. (“Sponsor”) its parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters (collectively, the “Promotion Entities”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) who are not Eligible Employees, and those living in the same household who are not Eligible Employees, are not eligible to enter, win or receive a reward. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize and/or receiving a reward is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners and reward recipients.

2. Sponsor: CSX Transportation, Inc., 500 Water Street, Jacksonville, Florida 32202.

3. How to Enter: All Eligible Employees are automatically entered into the Promotion unless they opt out. **If you do not wish to participate in the Promotion, you may opt out at any time during the Promotion Period** by notifying Shannon Scott, Senior Director Labor Relations via email at Shannon_Scott@csx.com. **LIMIT ONE (1) ENTRY PER ELIGIBLE EMPLOYEE.** Failure to Opt-Out by any Eligible Employee constitutes acceptance and agreement to these Official Rules and the decisions of the Sponsor which are final and binding on all matters relating to this Promotion. Any Eligible Employee who does not opt-out may also be referred to herein as an Entrant or Participant.

4. Prizes: Grand Prize: one (1) Grand Prize will be awarded, consisting of a 2021 Ford F150 4x4 (approximate retail value (“ARV”): Seventy-five thousand dollars U.S. (\$75,000). Second Prize: two (2) Second Prizes will be awarded, each consisting of five thousand U.S. dollars (\$5,000.00). Third Prize: four (4) Third Prizes will be awarded, each consisting of two thousand five hundred U.S. dollars (\$2,500.00). Total ARV of all prizes to be awarded: Ninety-five thousand U.S. dollars (\$95,000). Limit one (1) prize per person.

Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Sponsor will provide a payment for the amount of any applicable taxes due on all prizes, however such amount shall be taxable as well. Other than as expressly provided, herein, Prize cannot be substituted, assigned, transferred, however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

FOR GRAND PRIZE: Winner will be solely responsible for all title, license and registration fees, insurance gasoline, vehicle maintenance and all other fees and expenses associated with the receipt and use of the prize. Grand Prize vehicle may differ from what is depicted in Promotion advertising. Winner may be required to show proof of valid insurance and driver’s license prior to receipt of automobile. Winner must take delivery of vehicle at a location and time of Sponsor’s sole choosing. Sponsor reserves the right to delay vehicle delivery or substitute a similar vehicle of equal or greater value should the vehicle as described be unavailable for any reason.

SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER’S ACCEPTANCE OR USE OF THE PRIZE.

5. Qualification/Selection of Winners: On or about July 1, 2021, Sponsor will conduct a random drawing to select the potential winners of the prizes. In order to qualify for the random drawing, Eligible Employees must have achieved Good Attendance during the Promotion Period and must remain an employee in good standing at the time the prize is awarded. For the avoidance of doubt, those conductors who are stepped up as engineers must have worked at least 51% of their time as a conductor during the Promotion Period and had Good Attendance while working as a conductor. Good Attendance means the Eligible Employee has no point assessments covered under the CSX Transportation Attendance Point System (CAPS) Policy, effective June 1, 2019, and has not otherwise been absent for any reason, with the exception of approved vacation, demand day off (DDO), personal leave, jury duty, work-related illness or injury with valid doctor’s note and bereavement leave days. Rest days are considered as being available. Any other non-compensated mark offs, including union business mark offs, will be considered as unavailable. In accordance with CSXT policy, a conductor or trainman who has not exercised seniority within twelve hours of displacement notification will be considered as unavailable.

The random drawing will be conducted from among all Eligible Employees who have qualified for the drawing by achieving Good Attendance during the Promotion Period, (the “Qualified Eligible Employees.”) The odds of winning are based on the number of Qualified Eligible Employees. The potential winners will be notified by telephone on or about July 1, 2021. Except where legally prohibited, each potential winner must sign and return, within seven (7) days of being notified, an Acknowledgment of Eligibility, Liability

& Publicity Release (the “Acknowledgment”) in order to claim his/her prize. If a potential winner cannot be contacted in person via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Acknowledgement within the required time period (if applicable), or in the event that a potential winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner selected by a random drawing from among all remaining Qualified Eligible Employees. For each type of prize, only three (3) alternate drawings will be held, after which any remaining prizes will remain un-awarded. Limit one (1) prize per person. Potential winner, if a resident of Canada, may be required to correctly answer a timed mathematical skill question.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION OF ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ELIGIBLE EMPLOYEE IS NOT A WINNER OF ANY PRIZE, EVEN IF THE NAME OF THE POTENTIAL WINNER HAS BEEN ANNOUNCED, UNLESS AND UNTIL POTENTIAL WINNER’S ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES HAS BEEN VERIFIED AND THE POTENTIAL WINNER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

6. PARTICIPATION REWARD: All Qualified Eligible Employees (including prize winners) will receive a participation reward of one hundred U.S. dollars (\$100.00) within thirty (30) days following the end of the Promotion Period.

7. GENERAL CONDITIONS: This Promotion is governed by the laws of the United States. Participation constitutes full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Sponsor, and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user’s computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, and/or the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Promotion (or any portion thereof); (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

9. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES:

a. BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT SPONSOR AND ITS PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, ACTUAL OR POTENTIAL PUBLIC HEALTH CRISES (INCLUDING WITHOUT LIMITATION EPIDEMICS AND PANDEMICS AND GOVERNMENT DIRECTIVES RELATED THERETO), NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

b. EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE PROMOTION CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

c. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND- ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. GOVERNING LAW; DISPUTES:

a. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor, or the Promotion Entities in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

b. INTERNAL DISPUTE PANEL: Any and all disputes between Sponsor and any Promotion participant relating to or arising out of the Promotion will be first be brought to an internal dispute panel ("Internal Dispute Panel") comprised of CSX Vice Presidents of Audit, Labor Relations, and Human Resources for resolution for resolution. If the Internal Dispute Panel cannot resolve the dispute, the parties agree to settle the dispute through arbitration according to subsection (c) below.

c. If the Internal Dispute Panel cannot resolve the dispute, 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 Duval County, Florida 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 Promotion 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 Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules 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 Duval County, Florida. 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 entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

11. OFFICIAL RULES AND WINNERS LIST: For a copy of the Official Rules, visit <https://csxgateway.csx.com/dgd/departments/laborrelations/Pages/Drive-to-Succeed.aspx>. For a list of winners available after July 14, 2021, visit: <https://csxgateway.csx.com/dgd/departments/laborrelations/Pages/Drive-to-Succeed.aspx>