## "Ready, Set, Grout – SPECTRALOCK<sup>®</sup> Grout" Sweepstakes OFFICIAL RULES

## NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The "Ready, Set, Grout – SPECTRALOCK<sup>®</sup> Grout" Sweepstakes (the "Sweepstakes") is intended for legal residents of the United States of America ("USA") and Canada and shall only be construed and evaluated according to applicable USA law, Canadian law, and applicable state/province law. Do not enter this Sweepstakes if you are not a resident of the USA or Canada or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry. The Sweepstakes is sponsored by LATICRETE International, Inc., One LATICRETE Park North, Bethany, CT 06524 (the "Sponsor").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the USA or Canada who are at least eighteen (18) years of age or have reached the age of majority in their respective state/province of residence at the time of entry (the "Entrants"). **In addition, Entrants must be a verifiable stone and tile contractor at time of entry.** <u>The Sweepstakes is not open to the general public</u>. The Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively, the "Released Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01am Eastern Time ("ET") on May 1, 2024 and ends at 11:59:59 p.m. ET on December 31, 2024 ("Sweepstakes Period"). The Sponsor's database computer is the official time-keeping device for the Sweepstakes. Entrants can enter the Sweepstakes by purchasing a qualifying SPECTRALOCK<sup>®</sup> product (listed below) from any participating store. <u>One (1) entry for every qualifying SPECTRALOCK<sup>®</sup> product purchased</u>. \*If an entrant makes multiple purchases of any mix of qualifying SPECTRALOCK<sup>®</sup> eligible products in the same month, the entrant will receive double the entries for that month.

**Qualifying SPECTRALOCK® Products**: SPECTRALOCK® 1; SPECTRALOCK® 1 Translucent; SPECTRALOCK® PRO Premium Parts A + B; SPECTRALOCK® PRO Premium Translucent Grout

**Note:** If the entries submitted are associated with a purchase each submission can only contain purchase receipts from a single day. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. No mechanical reproductions or facsimiles of entries allowed. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, illegible, stolen, misdirected, delayed, or destroyed entries. Incomplete information may result in disqualification of entry. Entries become property of the Sponsor and will not be returned.

## Two (2) METHODS OF ENTRY ARE AS FOLLOWS:

**1.) Online Entry:** Entrants can visit <u>www.laticrete.com/SPECTRALOCKreadysetgrout</u> (the "Website") and complete the resulting online registration form as well as upload a photo or scan of their receipt showing a valid purchase. By successfully completing the registration form and providing the accompanying receipt, Entrants will receive the subsequent number of entries based on the cost associated with their receipt.

**2.)** Mail-In without Purchase: – Entrants also have the option to obtain five (5) Sweepstakes entries via mail by legibly hand-printing, on a 3"x 5" card or paper, their full name, company name, complete mailing address, phone number, and email address, and mailing the card in a #10 envelope, with proper postage affixed, to: SPECTRALOCK Sweepstakes, PO Box 035, Macedon, NY 14502-0035. You may submit as many postal entry requests as you wish, but each request must be mailed separately. All entries must be postmarked by December 31, 2024 and received by January 5, 2025. Each valid Mail-In without Purchase entry received will count as one (1) Sweepstakes entry. Enter as often as you like by this method of entry, but only one entry is permitted per envelope.

\*\*NOTE: Mail-in entry card and envelope must be hand printed by the Entrant only. In addition, Entrants are not permitted to use any 3<sup>rd</sup> party organization to assist with the entry process in any way (as determined by the Administrator). Each Envelope must be mailed individually. Bulk shipments of entries will not be accepted.

To be valid, each entry must provide all requested information. Proof of entry information at the Website is not considered proof of delivery or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstake's subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited, and no mechanically reproduced entries are allowed; all such entries are void. The Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this Sweepstakes. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <a href="https://laticrete.com/en/about-laticrete/privacy-statement">https://laticrete.com/en/about-laticrete/privacy-statement</a>. By entering the Sweepstakes and

providing their email address and other contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresss for the domain associated with the submitted email address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of the Prizes (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or

technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE USA ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

**DRAWING AND NOTIFICATION:** All potential Prize Winners will be selected in a random drawing conducted by the Administrator. The Prize drawings will be conducted on or about June 10, July 10, two drawings on August 12, September 10, October 10, November 11, December 10, 2024, and January 10, 2025. Odds of winning a Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Prize Winners will each be contacted by the Administrator via phone and email.

Note: Entries are <u>only eligible</u> for the drawing corresponding to the month of entry. Entries will not roll over and will not be eligible for subsequent monthly drawings, with the exceptions of the July Bonus Prize drawing on August 12, 2024 and the Grand Prize drawing on January 10, 2025. The July Bonus winner will be selected from all entries received in May, June, and July only.

**PRIZES & PRIZE CONDITIONS:** There will be one (1) Grand and nine (9) Monthly Prize Winners available.

- May: Summer Sports Gear Package \$500 Dicks gift card
- **June**: Upon ASC's verification of eligibility, the June winner will receive a Grill Master Package \$750 MasterCard gift card
- July: Poolside Paradise Package \$500 Visa gift card
- July Bonus: Upon ASC's verification of eligibility, the July Bonus winner will receive an Indianapolis Raceday \$1,500 value Racing swag + tickets to Indianapolis Motor Speedway Intercontinental GT Challenge
- **August**: Upon ASC's verification of eligibility, the August winner will receive a Weekend Escape \$1000 AMEX gift card
- September: Cozy Night Package \$500 Amazon gift card
- October: Holiday Shopping Package \$500 MasterCard gift card
- November: Cooking Essential Package \$500 Amazon gift card
- **December**: Upon ASC's verification of eligibility, the December winner will receive an Electronic Package \$1,000 Best Buy gift card

The Grand Prize Winner ("Grand Prize Winner" or "Prize Winner"), upon ASC's verification of eligibility, will receive a Ford F-150 Truck. Approximate Retail Value ("ARV") - \$50,000 USD.

Maximum Total Prize Pool ARV - \$56,750 USD. The value of the Prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of a Prize is lower than the stated ARV when the Prize is procured and fulfilled, then the difference will not be awarded. All other expenses associated with Prize acceptance or usage not defined herein are the responsibility of the Winners. No substitution, assignment or transfer of the Prize is permitted, except by Sponsor, who reserves the right to substitute the Prize with another of comparable or greater value.

**ADDITIONAL PRIZE CONDITIONS:** By accepting a Prize, the Winners agree to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize in question. The potential Winners must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if USA resident) or a Declaration of Compliance (if Canadian resident) in order to claim the Prize. Winners of prizes over \$600 in value may also be requested to complete an IRS W9 form (or W8-

BEN for a Canada resident). Note: The Affidavit sent to a USA potential Winner may require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes. The Winners will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Winners (except for the May, July, September, and November Prize Winners) must note that the value of the accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of their Prize (applicable to US Winner only). The Winners are solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached or does not comply with notification instructions within three (3) business days from the first notification attempt, if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

Should a selected Winner be a Canadian citizen, the selected Entrant must answer correctly without assistance of any kind, whether mechanical, electronic, or otherwise, a mathematical skill-testing question posed by mail or telephone. If the selected Entrant fails to correctly answer the question, he/she will be disqualified, and another Entrant will be randomly selected. The potential Winner who correctly answers the skill-testing question will be notified by telephone and/or mail and/or email at the Sponsors' discretion using the contact information provided at the time of entry. If a potential Winner is determined to be less than the age of majority in his/her province of residence, then the potential Winner will be disqualified, and an alternate Winner will be selected in their place.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prizes.

**DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Connecticut, 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 or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a court within the State of Connecticut; (iii) any and all claims, judgments , and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this

Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNERS LIST REQUEST:** To request confirmation of the first name, last initial, city, and state of residence of each Winner, please send a self-addressed, stamped business-size envelope, by February 25, 2025 to: ASC/SPECTRALOCK<sup>®</sup> Sweepstakes Winners List Request, 300 State St. Suite 402, Rochester, NY 14614.

This Sweepstakes is not in any manner sponsored, endorsed, administered by, or associated with Dicks Sporting Goods, Ford Motor Co., Visa, MasterCard, Amazon, Best Buy, or Indianapolis Motor Speedway.