## SIKA FALL 2021 WEBINAR SERIES Prize Drawing ("Drawing") Official Rules ("Official Rules")

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

## By participating in the Drawing, you agree to these Official Rules.

**1. Sponsor**: Sponsored and administered by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071.

**2.** Date/Location of Promotion: November 16, 2021 at 2PM ET at the <u>Virtual FRP</u> <u>Training School</u> Webinar to be held (the "Webinar").

**3.** How to Enter: All registered participants in the Webinar who answer at least 75% (9 out of 12 questions) of all poll questions during the course of the Webinar (each an "Entrant") will be automatically entered into a random prize drawing. Alternative Method of Entry: To enter without completing the poll questions, on a plain 3" x 5" index card, legibly handprint or type your full name, address, phone number and email address and mail in a postage-paid, business-sized envelope to "November 16<sup>th</sup> Webinar Prize Drawing," attn. <u>Shannon Christie</u>, Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071. AMOE entries must be postmarked by November 17, 2021 and received by November 22, 2021 to be eligible. Sponsor will not confirm receipt of entries, and all entries become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, damaged or postage due AMOE entries.

**4. Eligibility:** Drawing is open to legal residents of the fifty (50) United States including Washington, DC, age eighteen (18) or older. Void in Puerto Rico, Guam, the U.S. Virgin Islands, and other U.S. territories and possessions. Employees and their immediate family members (parents, children, siblings, spouse or persons living in the same household) of Sponsor, its parents, affiliated and subsidiary companies, and advertising and promotion agencies are not eligible to win a prize. One Entry per person; one prize per person. Eligibility is subject to verification. Void where prohibited by law. Subject to all applicable federal, state and local laws.

**5. Prizes:** Five (5) Amazon® Gift Cards each in the amount of \$20 (total prize value \$100). Prizes are non-transferable, and no substitution, exchange or cash redemption of any prize will be permitted, except as provided herein or at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value. Prize winners are responsible for all federal, state and local taxes arising from receipt, acceptance or use of any prize. Prizes in the nature of gift cards may be subject to additional terms and conditions of third-party manufacturers, issuers or businesses where they are redeemed. Sponsor does not guarantee the availability of goods or services offered by such businesses and is not responsible for lost or stolen gift cards. All prizes must be accepted "as is," and no warrantees will be provided by Sponsor.

6. Odds of Winning: Depend on the number of eligible entries received.

**7.** Winner Selection and Notification. Five (5) winners will be selected by random drawing and announced on or about November 23, 2021. Winner need not be present to win and if not present will be notified by email within approximately 7 days of Drawing. Prizes will be delivered by method to be chosen by Sponsor. Except where prohibited by law, potential

prize winners may be required to complete an affidavit of eligibility, a liability release and, where lawful, a publicity release within (10) business days of mailing by the Sponsor. (Tennessee residents will not be required to sign a publicity release as a condition of winning a prize). If winner notification or prize delivery is returned as undeliverable, or a potential winner fails to return any required documents or releases within the specified time, the prize will be forfeited, and Sponsor may select another winner from the remaining eligible entries. Decisions of Sponsor shall be based on its discretion and interpretation of these Official Rules and are final and binding in all respects.

**8. General:** Sponsor reserves the right to cancel or modify any Drawing if fraud, technical failures or any factor beyond Sponsor's reasonable control threatens to impair the administration, fairness, legality, integrity or proper functioning of the Drawing, or to disqualify any person who violates these Rules or attempts to tamper with any aspect of the Drawing.

**9. Release:** Sponsor shall not be responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, Sponsor, or any printing or typographical errors or equipment or programming associated with or utilized in the Drawing; (2) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Drawing; (4) technical or human error which may occur in the administration of the Drawing or the processing of entries; (5) late, lost, misdelivered, or undeliverable notifications; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Drawing or any Drawing-related activity, or the receipt, use or misuse of any prize.

**10. Limitations of Liability:** By entering the Drawing or accepting a prize, to the fullest extent permitted by law, each Entrant agrees to release, discharge, indemnify and hold harmless Sponsor, its parents, affiliates and subsidiary companies, and each of their officers, directors, employees, representatives and agents, from and against any claims, damages, liabilities, losses or causes of action related in any way to the operation of or such Entrant's participation in the Drawing and any other claims, damages or liabilities, including without limitation any injuries, damages or losses to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from Entrant's acceptance, possession, misuse or use of a prize or participation in the Drawing. Under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than for actual out-of-pocket expense not to exceed fifty dollars (\$50.00). If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Drawing, if available.

**11. Disputes:** Except where prohibited by law, by entering the Drawing, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Drawing or a prize shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in New Jersey; (2) under no circumstances will any Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than actual out-of-pocket expense not to exceed fifty dollars (\$50.00); and (3) any and all claims, judgments, and awards shall be limited to such actual out-of-pocket costs incurred not to exceed fifty dollars (\$50.00). Entrant expressly waives any right to claim or recover attorney's fees or court costs. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of

any Entrant and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Jersey.

**12. Trademarks.** Company names and trademarks associated with prizes are used solely to identify the prizes. No endorsement, authorization, sponsorship, or approval of prize manufacturers or trademark owners is intended or implied by such use. All referenced company names and trademarks are registered and unregistered trademarks or copyrights of their respective owners.

**13.** Use of Contact Information; Publicity. By entering the Drawing and providing an email address, each Entrant grants Sponsor express permission to send Entrant emails or other communications related to the Drawing, including, but not limited to communications to verify eligibility, notification of Winners, or other follow-up emails.

Except where prohibited by law, participation in the Drawing constitutes each Winner's consent to the Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, company and/ or hometown and state for advertising and promotional purposes in any media, worldwide, without further payment or consideration, in perpetuity, without notice or review or approval. Residents of Tennessee are not required to provide a publicity release.

**14. Winner's List/Rules Request:** To receive a list of the prize Winners or an additional copy of these Official Rules, send a self-addressed, stamped business-size (#10) envelope, within six months of the Drawing, to <u>Shannon Christie</u>, Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071. Include in your request the name and date of the Webinar.

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