



2020 Procore Safety Qualified Giveaway

OFFICIAL RULES

No purchase is necessary to enter or win. A purchase or payment will not increase your chances of winning.

- 1) **SPONSOR.** Procore Technologies, Inc., 6309 Carpinteria Avenue, Carpinteria, CA 93013 USA (the “**Sponsor**”). The Contest is not sponsored by, endorsed by, administered by, or affiliated with Facebook, Instagram, Twitter, or any other social media platform on which it appears.
- 2) **ELIGIBILITY.** 2020 Procore Safety Qualified Giveaway (the “**Contest**”) is open only to legal residents of the 50 United States (including the District of Columbia) who are 18 years of age or older (or at least 19 in Alabama and Nebraska at the time of entry (each, an “**Entrant**”). Contest is void outside of the 50 United States and the District of Columbia, and where prohibited, taxed, or restricted by law. Employees, officers, and directors (and their immediate families and members of their households, whether or not related) of Sponsor and Sponsor's respective subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers, or distributors of Contest materials (collectively, the “**Contest Parties**”) are not eligible to participate in the Contest. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein and is subject to compliance with all applicable federal, state, and local laws and regulations.
- 3) **PARTICIPATION.** Participation in the Contest constitutes Entrant’s full and unconditional agreement to be bound by the terms set forth herein (the “**Official Rules**”) and by Sponsor’s decisions, which are final and binding in all matters related to this Contest. These Official Rules supplement any terms and conditions set forth in any email received or social media post. Information about how to enter and Prizes form part of the Official Rules. By submitting an Entry (as defined below), each Entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.
- 4) **ENTRY.** To enter the Contest Enter to win by pre-registering for this year's Procore Safety Qualified Courses on the Procore.com/safety-qualified page. (each an “**Entry**”). All Entries become the sole and exclusive property of Sponsor, and receipt of such Entries may not be acknowledged or returned. By participating in the Contest, you represent and warrant that the information that you have submitted or will submit to the Sponsor in connection with the Contest is true, correct, and complete in all material respects and is not misleading. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, or garbled entries, which may be disqualified in Sponsor’s sole discretion



- 5) **TERM.** The Contest begins on April 13, 2020 at 8:00am U.S. Pacific Time and ends on April 19, 2020 at 5:00pm U.S. Pacific Time (the “**Contest Period**”). **All Entries must be received before the end of the Contest Period.** The drawings will take place by May 11, 2020 at 12:00PM U.S. Pacific Time. Sponsor’s designated clock is the official clock of the Promotion.
- 6) **PRIZE.** The winning Entrant will receive Runnur Tablet Belt Clip, an Illumagear Halo, Hilti Cordless drill driver SF 10W-A22 (the “**Prize(s)**”). The total approximate retail value of the Prize(s) is \$1,000. Winners will be chosen in accordance with these Official Rules. One winning Entrant will be chosen to receive each of the following prizes: a Runnur Tablet Belt Clip, an Illumagear Halo, Hilti Cordless drill driver SF 10W-A22 Contest winner(s) will be selected to receive the Prize. The Prize will be awarded following the close of the Contest Period, at a time and in a manner to be determined at Sponsor’s sole discretion. No substitution, cash equivalent, or transfer of the Prize is permitted except at the sole discretion of the Sponsor, who reserves the right to substitute the Prize (or a portion thereof) with one of equal or greater value. The Prize awarded is subject to the restrictions and limitations noted in these Official Rules, and the winner must abide by all such limitations and restrictions. Winners agree to accept the Prize “as is.” The Sponsor may resolve any concerns, questions, or complaints related to the Prize in its sole discretion.
- 7) **SELECTION OF WINNERS.** Winner will be selected by Winner will be selected by random drawing and will be randomly assigned to one of the three Prizes. The odds of winning depend on the number of eligible entries received during the Contest Period. The odds of winning depend on the number of eligible entries received during the Contest Period. All decisions of the Sponsor are final in all matters, including determination of the Contest winners, interpretation of these Official Rules, and awarding of Prizes. **Even if your Entry qualifies you as a potential winner at the close of the Contest, you have not yet won a Prize. Potential winners are subject to verification by the Sponsor, and must meet all eligibility requirements before Entrant will be confirmed as the winner and a Prize will be awarded.** The winner grants the Sponsor the right to publish his or her name, photo, and place of residence (city/town only). Winners must provide additional information for the proper processing of the award of a Prize.
- 8) **NOTIFICATION.** The potential winner will be notified by email or mail, in Sponsor’s sole discretion, at the email address or physical address provided at the time of Entry. A potential winner must claim his or her Prize by responding to the notification within 5 business days. The winner may be required to execute: an affidavit, declaration, or certificate of eligibility; a liability release; and a publicity release (collectively, the “**Affidavit/Release**”); and to provide valid photo identification (e.g., driver’s license, passport). If the potential winner does not respond to the notification; or if notification to the potential winner is returned as undeliverable; or if a potential winner rejects his or her Prize; or if a potential winner does not execute and deliver any required documents to the Sponsor by the specified deadline; or if a potential winner does not comply with these



Official Rules, that potential winner may be disqualified from the Contest, and Sponsor may select an alternate potential winner. Potential winners must provide an accurate delivery address for the Prize; if the address is not accurate and the Prize cannot be delivered, then the Sponsor may select an alternate potential winner.

- 9) **TAXES.** If applicable, an IRS Form 1099 reporting the value of the Prize as earned income will be issued to winners. All federal, state, and local income and other taxes, if any, are the winner's sole responsibility.
- 10) **USE OF LIKENESS.** Except where prohibited by law, entry in the Contest constitutes each Entrant's permission for Sponsor to use his or her Entry and his or her name, picture, character, likeness, and voice, for trade, advertising, promotional, or any other purpose, throughout the world in any media now known or hereafter developed, without notice or compensation.
- 11) **RIGHT TO CANCEL OR SUSPEND CONTEST.** If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bug, worm, trojan horse, denial of service attack, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond the control of the Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor may, in its sole discretion, choose to cancel, terminate, modify, or suspend the Contest. In such case, Sponsor may select the winner from all eligible entries received prior to the occurrence of the interfering event. Sponsor may, in its sole discretion, disqualify any Entrant it finds to be tampering with the entry process or the operation of the Contest. Sponsor may prohibit an Entrant from participating in the Contest or winning a Prize if, in Sponsor's sole discretion, Sponsor determines that said Entrant is attempting to undermine the legitimate operation of the Contest. Any attempt by an Entrant to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
- 12) **TECHNOLOGY TERMS AND CONDITIONS.** The Sponsor is not responsible for incomplete, misdirected, late, lost, damaged, or stolen entries; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical, or other errors in the offering or announcement of any prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.
- 13) **ACCOUNT HOLDER.** The person submitting the Entry must be the Authorized Account Holder of the email account used to submit the Entry, otherwise the Entry may be deemed void. "**Authorized Account Holder**" is defined as the natural person who is



assigned an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner shall, at Sponsor's request, provide Sponsor with proof that such winner is the Authorized Account Holder of the email address associated with the winning Entry. For online entries, in case of dispute as to the identity of any Entrant, entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic, or other means of entry are permitted.

- 14) LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.** By participating in the Contest, each Entrant agrees that the Sponsor and its directors, officers, employees, and representatives (collectively, the "Released Parties") will have no liability for any loss, injury, or damage, including but not limited to personal injury, death, or damage to personal or real property, to Entrant or any other person or entity due in whole or in part, directly or indirectly, to the acceptance, possession, use, or misuse of the Prize or participation in the Contest. In no event will the Contest Parties be responsible or liable for any damages or losses of any kind, including but not limited to direct, indirect, incidental, consequential, or punitive damages arising out of any Entrant's participation in the Contest or receipt or use of any Prize. By entering the Contest, each Entrant agrees to release, hold harmless, and indemnify the Released Parties and their respective parents, divisions, subsidiaries, affiliates, and advertising, promotion, public relations, and other agencies, and the respective officers, directors, employees, representatives, and agents from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including but not limited to property damage, personal injury, and death, which may occur in connection with, preparation for, travel to, or participation in the Contest or any Contest-related activity, or possession, acceptance, use, and/or misuse of any Prize, and for any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery.

Without limitation, this Contest 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, and non-infringement. Some jurisdictions may not



allow the limitation or exclusion of liability for incidental or consequential damages, or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to certain Entrants. Entrants should check their local laws for any restrictions or limitations regarding these limitations or exclusions.

Sponsor is not responsible if the Contest cannot take place or if the Prize cannot be awarded due to delays or interruptions as a result of acts of God, acts of war, natural disasters, weather, acts of terrorism, or any other events beyond Sponsor's control. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way will be disqualified.

15) **PERSONAL INFORMATION.** Personal information collected from Entrants in connection with this Contest is subject to Sponsor's privacy policy, available at <https://www.procore.com/fine-print/privacy-policy.php>. Entrants agree that any personal information may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. Such personal information may also be used by Sponsor in order to verify any Entrant's identity, postal address, and telephone number, and to otherwise verify any Entrant's eligibility to participate in the Contest. Entrants agree that Sponsor may send Entrants various promotional materials, including but not limited to blogs, articles, specials, and informational emails regarding Sponsor's business activities. Entrants may access, review, rectify, or cancel any personal information held by Sponsor, and/or elect to have an individual's name excluded from all lists used by Sponsor, by writing to: 2020 Procore Safety Qualified Giveaway, Procore Technologies, Inc., 6309 Carpinteria Avenue, Carpinteria, CA 93013 USA.

16) **DISPUTE; GOVERNING LAW.** These Official Rules will be governed by the laws of the State of California, without regard to its conflict of laws provisions. By participating in the Contest, each Entrant consents to the exclusive jurisdiction of the state and federal courts serving Santa Barbara County, California; and agrees to waive any objection to such jurisdiction and venue. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Contest are hereby excluded and each Entrant expressly waives any such rights.

17) **WINNERS LIST.** To obtain a list of winners, send your request and a self-addressed, stamped envelope to: 2020 Procore Safety Qualified Giveaway Winners List, Procore Technologies, Inc., 6309 Carpinteria Avenue, Carpinteria, CA 93013 USA. Requests must be received no later than three months following the end of the Contest.



18) **CONTACT.** If you have questions, complaints, or claims with respect to the Contest, you may contact the Sponsor at Procore Technologies, Inc., 6309 Carpinteria Avenue, Carpinteria, CA 93013 USA, or email ryan.famularo@procore.com.