



## 2022 GROUNDBREAKER AWARDS 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 is the “**Sponsor**”. The Promotion 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.** 2022 Groundbreaker Awards (the “**Promotion**”) is open only to legal residents of the 50 United States and US Territories (including the District of Columbia), Australia, New Zealand, ASEAN, the United Kingdom, the Republic of Ireland, UAE, Canada (excluding the Province of Quebec) who are 18 years of age or older (or at least 19 in Alabama, Nebraska, British Columbia, New Brunswick, Newfoundland, Northwest Territories, Nova Scotia, Nunavut, or Yukon) at the time of entry (each, an “**Entrant**”). The Promotion is void outside of these countries, 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 (i) Sponsor and Sponsor’s subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers, or distributors of Promotion materials (collectively, the “**Promotion Parties**”); or (ii) government in any country are not eligible to participate in the Promotion. Winning a Prize (defined below) is contingent upon Entrant 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 Promotion constitutes Entrant’s full and unconditional agreement to be bound by these “**Official Rules**” and by Sponsor’s decisions, which are final and binding in all matters related to the Promotion. These Official Rules supplement any terms set forth in any email, website, or social media post. By submitting an Entry (defined below), the Entrant agrees to these Official Rules and warrants that the Entry complies with all requirements set out in these Official Rules.
- 4) **Entry.** To enter the Promotion, complete the entry form on the Groundbreaker Awards page on procore.com (each an “**Entry**”). All Entries become the sole and exclusive property of Sponsor. Sponsor is not required to return or acknowledge any Entry. By participating in the Promotion, Entrant warrants that Entrant has the authority to grant the rights described herein to Sponsor, and that the information submitted to the Sponsor 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.

### **Entry Guidelines:** All Entries must:

- Be in English.
- Be Entrant’s own original creation executed solely by Entrant, may not have won any previous award or been submitted in any other competition, and must be a previously unpublished and previously unproduced work.
- Be in keeping with the Promotion Parties’ image and may not be obscene, indecent, or otherwise offensive, as determined in Sponsor’s sole discretion.
- Not defame or invade publicity rights or privacy of any person, living or dead.
- Not infringe upon any person’s intellectual property rights or other personal or proprietary rights, or contain copyrights or trademarks owned by others.
- Not promote any activities that may appear unsafe or dangerous, as determined in Sponsor’s sole discretion.
- Not endorse any form of hate or hate group, as determined in Sponsor’s sole discretion.
- Not defame, misrepresent, or contain disparaging remarks about any person or entity, as determined in Sponsor’s sole discretion.

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- Not advertise or promote any third-party brand or product or contain any personal identification, including, but not limited to: license plate numbers, personal names, email addresses, phone numbers, or street addresses.
  - Not contain materials embodying the names or other indicia of or identifying any entity or person, living or dead (other than Entrant), unless Entrant has obtained appropriate permission and releases for the use of such material in the Entry.
  - Not communicate messages inconsistent with the messages, policies, or goodwill with which the Promotion Parties wish to associate, as determined in Sponsor's sole discretion.
  - Not be in violation of any applicable federal, state, or local laws, rules, or regulations.
- 5) **Term.** The Promotion begins on March 1, 2022 at 12:01 a.m. U.S. Pacific Time and ends on July 1, 2022 at 11:59 p.m. U.S. Pacific Time (the "**Promotion Period**"). **All Entries must be received before the end of the Promotion Period.** Finalists will be selected by September 19, 2022 at 5 p.m. U.S. Pacific Time, and the Grand Prize Winners will be announced at Procure's Groundbreak Conference, November 8-10, 2022. Sponsor's designated clock is the official clock of the Promotion.
- 6) **Selection of winners.** Winners will be selected by a panel of judges based on the criteria outlined below. Up to three Finalists will be selected in each of the following categories:
- **Sustainability:** the company or project that most efficiently uses resources and embraces environmentally responsible processes throughout every stage of construction
  - **Innovation:** the company that pushes the boundaries of construction technology
  - **Safety:** the company or project that represents the pinnacle of safety performance in the construction industry
  - **Community:** the company or project that meaningfully and positively impacts the surrounding community
  - **Workforce Development:** the company that displays positive impacts in retaining, actively promoting, or helping prepare the next generation for a career in construction
  - **Groundbreaker of the Year:** the individual who embodies professional performance and whose dedication to progress exemplifies the highest standards of our industry
  - **General Contractor Project:** overall project excellence
  - **Specialty Contractor Project:** overall project excellence
  - **Owner Project:** overall project excellence

One Grand Prize Winner will be selected from each category from among the Finalists in that category. (Finalists and Grand Prize Winner, collectively referred to as "**Winners**".) The odds of winning depend on the number of eligible Entries received during the Promotion Period. Sponsor's decisions are final in all matters, including determination of the Promotion Winners, interpretation of these Official Rules, and awarding of a Prize. **Even if your Entry qualifies you as a potential Winner at the close of the Promotion, you have not yet won a Prize. Potential Winners are subject to verification by Sponsor, and must meet all eligibility requirements before being confirmed as the Winner.** The Winner grants the Sponsor the right to publish their name, photo, and place of residence (city/town only). Winners may be required to provide additional information for the proper processing of the award of a Prize.

- 7) **Prize.** Each Finalist will receive one conference pass to Groundbreak 2022, a Groundbreaker award plaque, a Groundbreaker full-zip hoodie, and will be featured in a finalist story highlighted on Sponsor's webpage and social media accounts; each Grand Prize Winner will receive one conference pass to Groundbreak 2022, a Groundbreaker award trophy, a Groundbreaker full-zip hoodie, and will be featured in a winner story highlighted on Sponsor's webpage and social media accounts; additionally the Grand Prize Winner of the Groundbreaker of the Year category will receive a Groundbreak 2023 VIP package, including a conference pass to Groundbreak 2023, roundtrip coach air transportation (up to US\$1,000), and hotel accommodations (single occupancy) (collectively, the "**Prizes**"). The total approximate retail value of the Prizes is US\$14,200. The Prizes will be awarded following the close of the Promotion Period, at a time and in a manner determined at Sponsor's sole discretion. No substitution, cash equivalent, or transfer of a Prize is permitted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize (or a portion thereof) with one of equal or greater value. Prizes are subject to and Winners must abide by all requirements of these official rules. Winners agree to accept any Prize "as is." Sponsor has sole discretion to resolve any concerns, questions, or complaints related to a Prize. Prizes may be subject to additional terms and conditions imposed by the issuer of the Prize.

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- 8) **Notification.** The potential Winners 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. Potential Winners must claim their prize by responding to the notification within 10 business days. If the potential Winner does not respond; or if notification to the potential Winner is returned as undeliverable; or if a potential Winner rejects their Prize; or if a potential Winner does not comply with these Official Rules, that potential Winner will forfeit their Prize and an alternate Winner may be selected. The potential Winner may be required to execute: an affidavit, declaration, or certificate of eligibility; a liability release; and a publicity release; and to provide proof of identification (e.g., driver's license, passport). If the potential Winner: does not execute and deliver any required documents to the Sponsor by the specified deadline; rejects a Prize; does not comply with these Official Rules, that potential Winner may be disqualified from the Promotion, and Sponsor may select an alternate potential Winner. Potential Winners must provide an accurate delivery address for a Prize; if the address is not accurate and a Prize cannot be delivered, 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. Where required by law, Winners who are not U.S. residents will receive a U.S. tax form 1042 from Sponsor reflecting the total value of the Prize. All federal, state, and local income and other taxes, if any, are the Winner's sole responsibility.
- 10) **Use of Entry.** Except where prohibited by law, entry in the Promotion constitutes Entrant's irrevocable permission for Sponsor to use the Entry, including Entrant's name, picture, character, likeness, and voice as they may appear in the Entry, 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 Promotion.** If the Promotion is not able to run 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 that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, or any other reason, the Sponsor may, in its sole discretion, choose to cancel, terminate, modify, or suspend the Promotion. In such case, Sponsor may select the Winners from all eligible Entries received prior to the occurrence of the interfering event. Sponsor may, in its sole discretion, disqualify any Entrant Sponsor suspects of tampering with the entry process or the operation of the Promotion. Sponsor may prohibit an Entrant from participating in the Promotion or winning a Prize if, in Sponsor's sole discretion, Sponsor determines that Entrant is attempting to undermine the legitimate operation of the Promotion. Any attempt by an Entrant to undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws, and if such an attempt is made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
- 12) **Technology Terms and Conditions.** 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 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**" means 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. A potential Winner shall, at Sponsor's request, provide Sponsor with proof that the potential Winner is the Authorized Account Holder of the email address associated with the winning Entry and, if applicable, Entrant's authority to represent the organization featured in the winning Entry. For online entries, in case of dispute as to the identity of any Entrant, the Entry will be deemed to have been made by the Authorized Account Holder of the email address submitted at

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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.** Sponsor is not responsible if the Promotion cannot take place or if a 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 event beyond Sponsor's control.

*The following paragraph applies to Entrants living in the US, Canada, or New Zealand:*

By participating in the Promotion, Entrant agrees that the Promotion 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 a Prize or participation in the Promotion. The Promotion Parties will not be responsible or liable for any direct, indirect, incidental, consequential, or punitive damages, or other damages or losses of any kind, arising out of Entrant's participation in the Promotion or receipt or use of a Prize. By entering the Promotion, Entrant agrees to release, hold harmless, and indemnify the Promotion 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 property damage, personal injury, and death, and any other loss, harm, damage, injury, cost, or expense whatsoever, which may occur in connection with, preparation for, travel to, or participation in the Promotion or any Promotion-related activity, or possession, acceptance, use, or misuse of a Prize, and for any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Without limitation, this Promotion and all Prizes are provided "as is", without the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, or other warranty of any kind, either express or implied. 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.

*The following paragraph applies to Entrants living in the United Kingdom or Republic of Ireland:*

As far as permitted by applicable law, the Promotion Parties will not in any circumstances be responsible or liable to compensate an Entrant or accept any liability for any loss, damage, personal injury, or death occurring as a result of accepting a prize, except where caused by the Promotion Party's negligence. Entrants' statutory rights are not affected.

*The following paragraph applies to Entrants living in Australia:*

Nothing in these Official Rules limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Official Rules would contravene any statute or cause any part of these Official Rules to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence, Sponsor excludes all conditions, warranties, and terms implied by statute or general law. Except for liability in relation to a Non-Excludable Guarantee, the Promotion Parties will have no liability to any other person whether arising in tort (including, but not limited to, negligence), contract, or otherwise, for any loss, injury, or damage, whether direct, indirect, special, or consequential, arising in any way out of the Promotion.

- 15) **Personal Information.** Personal information collected from Entrants in connection with this Promotion is subject to Sponsor's "Privacy Notice", available at <https://www.procore.com/legal/privacy>. Entrant agrees that any personal information may be processed, shared, and otherwise used for the purposes and within the context of the Promotion and any other purposes outlined in these Official Rules. Sponsor may also use personal information to verify Entrant's identity and contact information, and to otherwise verify Entrant's eligibility to participate in the Promotion. Entrant agrees that Sponsor may send Entrant blogs, articles, specials, informational emails regarding Sponsor's business activities, and various other promotional materials. Entrant may access, review, rectify, or cancel any personal information held by

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Sponsor, and may elect to have Entrant's name excluded from all lists used by Sponsor, by writing to 2022 Groundbreaker Awards, Procore Technologies, Inc., 6309 Carpinteria Avenue, Carpinteria, CA 93013 USA or emailing [awards@procore.com](mailto:awards@procore.com).

- 16) **Dispute; Governing Law.** These Official Rules and all matters arising out of or relating to the Promotion will be governed by the laws of the State of California, without regard for its conflicts of law provisions. Any action arising out of or relating to the Promotion must be brought in the state court located in Santa Barbara County, California, or the federal district court located in Los Angeles, California, and by participating in the Promotion the Entrant submits to the exclusive jurisdiction of such courts. To the extent permitted by law, the right to litigate, seek injunctive relief, or make any other recourse to judicial or any other procedure in case of disputes or claims arising out of or relating to the Promotion are hereby excluded and Entrant expressly waives any such rights.
- 17) **WINNERS LIST.** To obtain a list of Winners, send your request and a self-addressed envelope to: 2022 Groundbreaker Awards Winners List, Procore Technologies, Inc., 6309 Carpinteria Avenue, Carpinteria, CA 93013 USA; or email [awards@procore.com](mailto:awards@procore.com). Requests must be received no later than three months following the end of the Promotion.
- 18) **CONTACT.** If you have questions, complaints, or claims with respect to the Promotion, you may contact the Sponsor at Procore Technologies, Inc., 6309 Carpinteria Avenue, Carpinteria, CA 93013 USA, or email [awards@procore.com](mailto:awards@procore.com).