

Official Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR OTHER PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO PARTICIPATE. Void where prohibited or restricted by law.

ARBITRATION NOTICE: BY ENTERING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.

ELIGIBILITY: Contests are offered in the fifty United States including D.C. (“**U.S.**”) to legal residents of the U.S. who are individuals 18 years of age or older who are active in the construction industry (“**Participants**”). Employees, officers and directors of Leica Geosystems (“**Sponsor**”), its parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Promotion (collectively the “**Promotion Entities**”) and persons in the immediate family of such individuals (spouse, parent, child, sibling, partners and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter or win a prize.

IMPORTANT NOTICES: Participants have the responsibility to review and understand their employer’s policies, laws, rules and/or regulations, tax implications, and any other limitations (collectively “**policies and laws**”) regarding eligibility to participate in promotions and/or receive prizes in connection therewith. Furthermore, if Participant enters without obtaining the appropriate approvals, or if an individual is participating in violation of any such policies and laws, Sponsor may, in its sole discretion, disqualify the participant and forfeit their prize, if applicable.

AGREEMENT BY PARTICIPANT/USE OF INFORMATION: All participation in this Promotion shall be governed by these Official Rules. The information provided will be used as stated herein and as stated in Sponsor’s Privacy Policy (<https://leica-geosystems.com/en-us/global/privacy-policy>) (incorporated herein by reference). By participating in the Promotion, each Participant fully and unconditionally agrees to be bound to and accepts these Official Rules, and Privacy Policy, and any additional terms and conditions specific to the Promotion communicated by Sponsor. By participating, Participants further agree to be bound to the decisions of the Sponsor (and its authorized representatives) which are final and binding in all matters. By submitting an Entry (as defined below), Participants agree to be contacted by Sponsor with Promotion related communications. *This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media channel used to facilitate advertising in support of this Promotion.* The information you provide will be used as stated herein and the aforementioned policies and laws, and for purpose of this Promotion.

VOTING/FINALIST SELECTION/JUDGING:

If it is discovered that a voter Voted more than the permissible number of times or if Sponsor has reason to believe that a Participant and/or voter is engaging in cheating, fraud, or deception, or that the online voting/Votes result from spamming, phishing, robotic, script, are not authentic (i.e. not from a real person), or have otherwise been manipulated, or are contrary to these Official Rules (as determined by Sponsor in its sole discretion), all of the Votes cast by or on behalf of such entrant and/or voter may be voided and, in Sponsor's discretion, the Entry for which such voter has voted may be disqualified from the Promotion at any time without notice. All decisions of Sponsor in regard to the foregoing shall be binding and final. Vote totals displayed on the Website are unofficial until the Votes are reviewed by Sponsor to ensure eligibility and compliance with these Official Rules and a final Vote tally is officially announced by Sponsor.

In the event of a tie at any time, the tie will be broken (among all tied Entries) by Sponsor in accordance with Sponsor's determination, in its absolute discretion, of the (tied) Entry that best meets the applicable Judging Criteria. In the event any Participant is disqualified, forfeits the opportunity to continue in the Promotion, or is otherwise unable or unwilling to participate, an alternate Entry with the next highest number of Votes will be designated as the potential finalist, as applicable. **You may enter as many times as you wish, but each Entry must be materially different (as determined by Sponsor in its sole and absolute discretion).** Scores and Votes will not be made public at any time. The location and/or prominence or lack thereof on the gallery does not indicate Votes or standing. Any Entry that does not include content required herein, does not (in Sponsor's sole discretion) appear to be submitted in good-faith, or that fails to follow all steps and include all other information required herein may be disqualified. If Sponsor's product and/or brand is featured and/or mentioned in the Entry it must be featured truthfully and appropriately, or else Entry will be immediately disqualified. **In addition to all other restrictions and conditions stated or incorporated elsewhere herein, Entries must NOT appear to condone, promote, contain or describe in any manner illegal, dangerous, harmful, offensive, cruel, unsafe, demeaning, disgusting, highly political or sensitive topics, over-consumption, or any other improper or unsuitable activities/content or will be subject to disqualification.**

ENTRY SPECIFICS: Entries must be complete, compliant, submitted via the Website communicated, and timely received by Sponsor. Incomplete, invalid, unsuitable, or otherwise non-compliant Entries/Votes (as determined in Sponsor's absolute discretion) will not be eligible. If, upon review, Sponsor (or its authorized representative) is unable to determine that an Entry, Vote, Participant and/or Voter is eligible, compliant, or reasonably suspects that it/he/she is not eligible or compliant in whole or in part, the Entry or Vote as applicable may be disqualified. Proof that an Entry/Vote was uploaded does not constitute proof or evidence that it was received within the Promotion Period or eligible for the Promotion. Entries/Votes will not be acknowledged or returned. Entries/Votes submitted via any other entry method than stated herein will not be accepted. Participants may not (whether apparent or suspected) enter or Vote through a sweepstakes/contest club or exchange site (or similar method, whether or not paid), with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses, or use

any other device or artifice to enter or participate. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, harassment, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation or voting methods as determined in Sponsor's sole and absolute discretion, will void all such Entries/Votes as applicable, and disqualify any Participant suspected of using/benefiting from such methods.

Without limiting the foregoing, Entries will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or will have a detrimental impact on Sponsor, this Promotion, or any of Sponsor's brand, products or services. Furthermore, if an Entry, for any reason whatsoever, garners or contains comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/Participant and remove any such Entry. In the event of a dispute as to the identity of an online Participant, the authorized account holder of the email address used in connection with the Entry will be deemed to be the Participant, provided eligible.

Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries/Votes (in whole or in part); or for any equipment, computer, telephone, device, network, website, platform, app, electronic, hardware or software malfunctions, failures, connections, or (un)availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any error (human or not), or the incorrect or inaccurate capture of Entry, Vote or other information or any part thereof, nor for the failure to capture or display any such information.

Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to Entry/Voting via mobile device. For those entering or voting with a mobile device: Promotion may not be available via all mobile carriers. **Messaging & data rates apply to internet access via mobile devices.** Other charges may apply; check your mobile plan for rates/details. Consent is not a condition of purchase.

REPRESENTATIONS ABOUT YOUR ENTRY: By submitting an Entry, Participants represent and warrant (and agree to release and indemnify Promotion Entities from same) that: they have the absolute right and all requisite consents to submit such Entry (including the likeness, image, voice and any other information disclosed or conveyed about/by any and all individuals and venues included therein), and submitting such Entry does not appear to violate or infringe the rights of such individuals or any other third party, entity or venue, will not constitute a violation of law or policies, and will not bring Sponsor or the Promotion Entities into public disrepute, scandal or embarrassment; their Entry submitted and all content therein is truthful and accurate, has not been created for or submitted in any other contest or similar promotion or copied in whole or in part from any other work, and is the sole and exclusive property of the Participant (or Participant has the full consent to submit it herein for all uses contemplated); the Entry does not contain, depict, condone, encourage or promote activities or content prohibited by these Rules; the Entry does not depict, refer to or contain in any respect information about an individual under the age of 16;

and any individuals mentioned, featured in, or who have worked on the Entry, in whole or in part, in any manner have given Participant their consent to submission of Entry into this Promotion and the use contemplated.

If requested by Sponsor, Participant shall provide evidence of the above in writing. Nothing herein shall be deemed an obligation of confidentiality. Any trademarks, logos, brand names, venues, sponsorships or any other intellectual property appearing in any way in connection with this Promotion, prizing, or any Entry are the property of their respective owners, which are not sponsors or affiliated with this Promotion in any way. Participants understand and agree to assume the risk that their Entry and any element thereof may, in whole or in part, be identical or similar to any other Entry, that one Entry may regardless receive varying scores from the other Entry, and Participants shall release and hold Promotion Entities harmless from same.

LICENSE: At the time an Entry is submitted, whether or not selected as a winner, Participants grant to Sponsor a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Entry, in whole and in part, and all the information, and intellectual and property rights therein including the right to display, reproduce and make derivative works, in (un)altered or modified/composite format, through-out the world, and further agree not to contest Sponsor's license and if requested to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor' license in the intellectual property. Entrants understand and agree by granting this license their Entry may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor in any media and medium whatsoever now known or hereinafter developed (including without limitation print, broadcast, radio, internet, and posted throughout Sponsor's and (unrelated) third parties' digital, on-line, and off-line social media, marketing and advertising properties, and/or any other media/medium through-out the world) without further compensation or review. Entrants will not now nor in the future be paid for their Entry or for granting Sponsor any of these rights.

WINNER NOTIFICATION: If potential winner is found to be ineligible or declines to accept the Prize, or Sponsor is unable to contact the potential winner on or within two (2) separate attempts, or in the event that the prize confirmation, notification, Release Documents or Prize is returned, ignored, incomplete, altered, not timely responded to, misdirected or undeliverable, the Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate potential winner. If the Sponsor wishes to select an alternative potential winner, Sponsor will do so based on the next highest score of an eligible Finalist's Entry. Thereafter, if unsuccessful, prize will be forfeited and will not be awarded. Promotion Entities are not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of the Participant's privacy or spam filter settings that may divert any notification or other Promotion related e-mail to a spam or junk folder.

PRIZE(S) IS/ARE AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Any and all applicable local, state, and federal taxes and all expenses not specifically stated herein are solely the responsibility of the winner; winner is advised to seek independent counsel regarding prize tax implications, if any. Only the prize as described is available to be awarded; in no event will Promotion Entities be responsible for awarding more or different prizes than stated herein. Prize cannot be assigned, transferred, or substituted in whole or in part, except by Sponsor who may, at its sole discretion, substitute a prize or any part thereof with a prize of equal or greater value. Prizes are not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise unless otherwise stated. Any gift card, voucher or certificate issued as part of a prize is for promotional purposes only, will not be replaced by Sponsor if lost, stolen, damaged or destroyed, and is subject to the terms and conditions of issuer.

INDEMNIFICATION & RELEASE: BY PARTICIPATING, PARTICIPANTS AND WINNER AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, OTHER PROMOTION ENTITIES, AND THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, AND ANY SOCIAL MEDIA CHANNEL USED TO FACILITATE THIS PROMOTION ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTION AND/OR PRIZE RELATED ACTIVITIES, ACCESS TO THE WEBSITE, AND/OR ANY OTHER PARTICIPATION IN THIS PROMOTION. By entering and/or accepting a prize, Participants and winners covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision adjudged to be invalid shall be struck from these Rules and the remainder shall continue in full force and effect.

LIMITATIONS OF LIABILITY: Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, incompatibility, communications failure, theft, loss or destruction of Entries, nor for the failure to capture Entry or other

information. Promotion Entities are not responsible for injury or damage to Participants' or to any other person's computer and/or mobile device related to or resulting from downloading materials from or use of any Website. If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, force majeure, technical or other failures or errors, or any other causes similar or dissimilar which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or element thereof and select the winner(s) from non-suspect, eligible Entries received prior to the action or as otherwise may be deemed equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising and/or promotional materials relating to this Promotion or any element thereof, these Official Rules shall govern.

Promotion Entities shall not be liable to Participants, winners or any other person or entity for failure to execute the Promotion, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any event, or any similar or dissimilar event beyond their reasonable control.

PUBLICITY RIGHTS: By participating in the Promotion and/or accepting a Prize, Participants and winner(s) grant (and agree to confirm that grant in writing) permission for Sponsor and/or Sponsor's authorized representatives the right to use his/her name, information, likeness, image, voice, and statements (provided they are true) for promotion, trade, commercial, and publicity purposes, at any time or times, in all media now known or hereafter discovered including television and the internet including Sponsor's (and unrelated) social media platforms and those of third parties whether or not connected with the Promotion, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

DISPUTES/ARBITRATION: THIS PROMOTION AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANT, SPONSOR, ADMINISTRATOR, OR ANY OTHER PROMOTION ENTITY IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF Georgia WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, to the fullest extent permitted by law, Participants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action or a jury trial, exclusively before a neutral **one person binding arbitration** located in or near Atlanta, Georgia having jurisdiction. Under no circumstances will Participant be

permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, consequential, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased.

SPONSOR: Leica Geosystems