

# TRIMBLE 2022 PROJECT MEP WEBINAR REGISTRATION PROMOTION OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**THIS SWEEPSTAKES IS OPEN WORLDWIDE TO INDIVIDUALS OVER THE AGE OF 18. VOID WHERE PROHIBITED. ENTRY IN THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE OFFICIAL RULES.**

## **1. Sweepstakes Period:**

This Trimble 2022 Project MEP Webinar Registration Promotion Sweepstakes (the "Sweepstakes") begins at 12:00 p.m. Mountain Daylight Time ("MDT") on July 14, 2022 and ends at 11:59:59 p.m. MDT on August 10, 2022 (the "Sweepstakes Period").

## **2. Sponsor:**

The sponsor of the Sweepstakes is Trimble Inc., 935 Stewart Drive, Sunnyvale, CA 94085 (the "Sponsor" or "Trimble").

## **3. Eligibility:**

The Sweepstakes is open to anyone 18 years of age or older at the time of Sweepstakes entry ("Entrant" or "You"). Employees and agents of Sponsor, its affiliates, subsidiaries, and any entity involved in the development, production, implementation or fulfillment of the Sweepstakes, and the immediate family members (defined as parents, children, siblings and spouse) and persons living in the same household as such individuals are not eligible to participate. You must have access to the Internet and a valid email address in order to enter the Sweepstakes.

## **4. Binding Agreement:**

In order to enter the Sweepstakes, You must agree to these Official Rules. Therefore, please read these Official Rules prior to entry to ensure You understand and agree. You agree that submission of an entry in the Sweepstakes constitutes agreement to these Official Rules. You are not eligible to receive the prizes described in these Official Rules unless You agree to these Official Rules. These Official Rules form a binding legal agreement between You and Trimble with respect to the Sweepstakes.

## **5. How To Enter:**

During the Sweepstakes Period, follow the link in Your Webinar email invitation to register for the Webinar. This must include your first and last name, and email address. Upon registration, you will

receive information to attend the Webinar on August 10th, you must attend the Webinar on August 10th in order for Your entry to be valid. You may not submit more than one (1) entry in the Sweepstakes. You must complete all required information to be eligible to enter to win the Prize (as defined below). Entries with incomplete information or who do not attend the Webinar in its entirety will be disqualified and ineligible to win. All entries must be submitted during the Sweepstakes Period in order to be eligible for the Prize.

Sponsor is not responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses, or the domain associated with the submitted e-mail address. Potential winners may be required to show proof of being the authorized account holder.

Any attempt by an Entrant to submit more than the stated number of entries, such as using multiple/different e-mail addresses, identities, registrations, logins, and/or any other methods, including, but not limited to, automated entry, will void that Entrant's entries and that Entrant may be disqualified from the Sweepstakes. Multiple Entrants are not permitted to share the same email address. Sponsor will not verify receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned.

## **6. Conduct:**

By entering the Sweepstakes, You agree to comply with and be bound by these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant it finds to be: (1) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (2) violating the Official Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any Trimble property or service; or (4) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any false information provided within the context of the Sweepstakes by any Entrant concerning identity, postal address, or ownership of rights in the entry, and/or non-compliance with Official Rules may result in the immediate elimination of the Entrant from the Sweepstakes. Sponsor further reserves the right to disqualify any Entry that it believes, in its sole discretion, infringes upon or violates the rights of any third party or otherwise does not comply with the Official Rules.

**CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **7. Drawing and Prizes:**

On or about August 11, 2022, Trimble will select one (1) potential winner of a \$100 Visa gift card (the "Prize") at random from among all eligible entries received during the Sweepstakes Period. Trimble's selection and decisions are made in its sole discretion and are final and binding in all respects. An Entrant's odds of winning will depend upon the total number of eligible entries received during the Sweepstakes Period.

The Prize winner will be contacted by email and/ or telephone, at Sponsor's discretion, during the week of August 11, 2022.

The Prize will be awarded "as is" (see descriptions above); no alternatives will be given (cash or otherwise).

ALL TAXES, FEES, AND ANY APPLICABLE WITHHOLDING AND REPORTING REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER. Any unclaimed Prize will not be awarded. No substitution, assignment or transfer of the Prize is permitted, except by Sponsor, who reserves the right to substitute the Prize or components thereof with another of comparable or greater value.

## **8. General Conditions:**

This Sweepstakes is governed by the laws of the State of California, United States. All federal, state and local laws and regulations apply. By submitting an entry into this Sweepstakes, You agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Return of any Prize/Prize notification may result in disqualification and selection of an alternate winner. Potential Prize winners may be required to sign, notarize and return an Affidavit or Declaration of Eligibility, a Liability/Publicity Release, Parental/Guardian Consent Form, and/or a W9 and provide any additional information that may be required by the Sponsor within thirty (30) days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. Acceptance of the Prize constitutes permission for, and winner's consent to, Sponsor and its agencies use of winner's name and/or likeness and entry for advertising and promotional purposes without additional compensation, unless prohibited by law.

Sponsor is not responsible for any typographical or other error in the printing of these Official Rules, administration of the Sweepstakes, or in the announcement of the Prize. In the event a winner/potential winner's employer has a policy which prohibits the awarding of the Prize to an employee, the Prize will be forfeited, and an alternate winner may be selected.

## **9. No Recourse to Judicial or Other Procedures:**

To the extent permitted by law, the rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Sweepstakes are hereby excluded, and each Entrant expressly waives any and all such rights. Each Entrant agrees that these Official Rules are governed by the laws of the State of California, United States.

## **10. Privacy:**

By entering the Sweepstakes, each Entrant agrees to Sponsor's use of personal information as described in Trimble's Privacy Policy, which can be found at <http://www.trimble.com/Corporate/Privacy.aspx>. Each Entrant further agrees that personal data, including name and address, may be processed, stored and otherwise used for the purposes and within the context of the Sweepstakes and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to check Entrants' identities, postal addresses, and telephone numbers, or to otherwise verify eligibility to participate in the Sweepstakes. If the required data is not provided, such Entrant will be ineligible to participate in the Sweepstakes. By entering the Sweepstakes, each Entrant agrees to the transmission, processing, and storage of this personal data in the United States and/or New Zealand.

#### **11. LIMITATIONS OF LIABILITY:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH ENTRANT INDEMNIFIES AND AGREES TO KEEP INDEMNIFIED THE SPONSOR AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES RESULTING FROM ANY ACT, DEFAULT OR OMISSION OF SUCH ENTRANT AND/OR A BREACH OF ANY WARRANTY SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH ENTRANT INDEMNIFIES AND AGREES TO KEEP INDEMNIFIED THE SPONSOR AT ALL TIMES FROM AND AGAINST ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES FOR OR IN RESPECT OF WHICH THE SPONSOR WILL OR MAY BECOME LIABLE BY REASON OF OR RELATED OR INCIDENTAL TO ANY ACT, DEFAULT OR OMISSION BY AN ENTRANT UNDER THESE OFFICIAL RULES INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NON-OBSERVANCE, ACT OR OMISSION WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE OFFICIAL RULES BY AN ENTRANT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ENTRANTS AGREE TO HOLD SPONSOR, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE SWEEPSTAKES AND/OR USE OR ACCEPTANCE OF ANY PRIZE WON.

#### **12. Internet:**

Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes.

#### **13. Not An Offer Or Contract of Employment:**

Under no circumstances shall the submission of an Entry into the Sweepstakes, the awarding of a Prize, or anything in these Official Rules be construed as an offer or contract of employment with Sponsor. You acknowledge that You have submitted Your Entry voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now

exists between You and Sponsor, and that no such relationship is established by Your submission of an Entry under these Official Rules.

**14. Severability:**

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**15. Sponsor Contact:**

[mep@buildings.trimble.com](mailto:mep@buildings.trimble.com)

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