# **PlanGrid Construction Rookie 2018 Sweepstakes Official Rules**

# **NO PURCHASE OR PAYMENT OR ANY MONEY IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

# **VOID WHERE PROHIBITED BY LAW. SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS.**

1. Eligibility and How to Enter. The PlanGrid Construction Rookie Sweepstakes (the “Promotion”) is open only to legal residents of the continental United States who are 18 years of age or older and who are the age of majority in his or her jurisdiction of residence. In addition, in order to participate in the Promotion, each participant (“You”) must either (A) post a publicly-viewable photo of Yourself from Your first year in construction on Twitter, Instagram or Facebook, tag the photo “#constructionrookie”, and include a caption in response to the following statement: “Share a story or moment from your first year working in construction”, or (B) fill out all fields of the online form here: <https://plangridmktg.typeform.com/to/vFrU1W>.

PlanGrid, Inc. (“Sponsor”) is not responsible for incorrect or inaccurate entry of entry information, human or electronic error, unauthorized human intervention, technical malfunction, lost/delayed data, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination of thereof, personal injury, damage to property due to participation in the Promotion, or for late, lost, incomplete, stolen, misdirected, illegible entries or any other problem or error that may occur, including in connection with any prize associated with this Promotion (each, a “Prize”).

2. Agreement to Rules. By participating in the Promotion, You agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements set forth in these Rules. In addition, You agree to accept the decisions of Sponsor as final and binding as related to the content of this Promotion. Your entry must fulfill all Promotion requirements, as specified in these Official Rules, to be eligible to win a Prize. Entries that are incomplete or do not adhere to the Official Rules or specifications may be disqualified at the sole discretion of Sponsor. You may enter multiple times, but only one entry per person will be counted towards Your Promotion entry, and only one t-shirt per person will be awarded. This Promotion is void where prohibited or restricted by law, including, but not limited to, jurisdictions with laws that would require registration, disclosure, translation, filing, trust account, or posting of a bond, or any other requirements that are not satisfied by these terms and conditions.

3. Promotion Period. Promotion entries will be accepted starting on September 10, 2018 at 8:00 AM Pacific Time and ending October 7, 2018 at 12:00 AM Pacific Time (the “Promotion Period”). All online entries must be received by October 7, 2018 at 12:00 AM Pacific Time.

4. Prizes.

Each of the first 100 qualified entries will receive the following runner up Prize (the “Runner Up Prize”):

* One (1) Construction Rookie PlanGrid t-shirt (with an approximate retail value equal of USD $20) in a standard size large.

One grand prize winner will be eligible to receive the following grand Prize (the “Grand Prize”):

* One (1) PlanGrid-branded Patagonia zip up fleece (with an approximate retail value of USD $139); and
* One (1) $250 gift certificate to Duluth Trading Co. (with an approximate retail value of USD $250)

Actual/appraised Prize values may differ at time of the Prize award. The specifics of the Prize shall be solely determined by Sponsor and Sponsor reserves the right to substitute a Prize of equal or comparable value in the event a described Prize or any portion thereof is unavailable for any reason whatsoever. No cash or other Prize substitution shall be permitted except at Sponsor’s discretion. Prizes are nontransferable. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the applicable winner (each, a “Winner”). No substitutions, partial acceptance, transfer or assignment of any Prize or cash redemptions are permitted.

5. Winner Selection/Random Drawing/Odds. Each of the first 100 qualified entries for the Promotion will receive one (1) Runner Up Prize. One (1) Grand Prize Winner will be selected to receive the Grand Prize in a random drawing from all eligible entrants on or about October 8, 2018 by Sponsor, whose decisions on all matters pertaining to the Promotion are final. Odds of winning depend on the total number of eligible entrants. If, in the Sponsor’s opinion (in its sole discretion), there is any suspicion or evidence of tampering or corruption of the Promotion (whether by way of virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor’s reasonable control), or if the security, integrity, administration, fairness, or proper play of the Promotion is compromised in any way, Sponsor reserves the right to void any suspect entries and/or modify, suspend, cancel and/or terminate the Promotion and award the Prize using all non-suspect eligible entries received as of such termination date.

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

In the event of a dispute as to who submitted an entry, Sponsor shall determine the identity of the entrants in its sole discretion. In the event (i) any Winner notification is returned as undeliverable, (ii) any Winner declines his or her Prize, (iii) any Winner fails to claim the Prize within 15 days from the time the award notification was sent by Sponsor, or (iv) any Winner is determined to be ineligible for any reason, Sponsor will disqualify the original Winner and an alternate Winner(s) may be selected by random drawing from all eligible entries at the Sponsor’s sole discretion. Sponsor will use reasonable efforts to pick an alternate Winner, but in the event an alternate Winner cannot be determined, the Prize will not be awarded. In the case of an unclaimed Prize, no subsequent Winner will be selected unless otherwise determined by Sponsor in Sponsor’s sole discretion. Sponsor will not replace any lost or stolen Prize items.

6. Winner Notification and Acceptance. Winners will be notified by direct message on social media or by email five (5) days following selection. Sponsor shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. Winner shall have 15 days from the time award notification was sent to claim the Prize.

In order to claim the Prize, the Winner must: (A) meet all eligibility requirements; (B) produce proof of identity, address and birth date; and (C) execute and return (as applicable) certain Winner documents, including but not limited to an affidavit of eligibility, tax acknowledgment form, liability release and, except where prohibited by law, use of name and likeness releases. Such documents must be completed in full and returned within seven (7) days of issuance either via facsimile, via PDF/scanned e-mail or via US registered mail. Acceptance of the Prize by the Winner constitutes permission for Sponsor to use such Winner’s name and likeness for purposes of advertising and trade without further compensation, unless prohibited by law. Receipt by Winner of the Prize is conditioned upon Winner’s compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AS DETERMINED BY SPONSOR AT SPONSOR’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE PRIZE, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Disclaimer, Release, and Limitation of Liability. SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ANY LIABILITY, ILLNESS, INJURY, DEATH, LOSS, LITIGATION, CLAIM, OR DAMAGE THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, FROM YOUR PARTICIPATION IN THE PROMOTION AND/OR YOUR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE OR ANY PORTION THEREOF. SPONSOR, THE RELEASED PARTIES, AND THE PRIZE PROVIDERS, IF ANY, ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (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 ENTRY PROCESS OR THE PROMOTION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. If for any reason Your entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Your sole remedy is another entry in the Promotion where reasonably feasible in Sponsor’s sole discretion, and further provided that, if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the Prize offered herein. No more than the stated number of Prizes will be awarded. In event that production, technical, programming or any other reasons cause more than stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, unawarded, eligible Prize claims.

8. Choice of Law/Disputes. This Promotion and these Official Rules are governed by, and will be construed in accordance with, THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES, and, as a condition of participating in the Promotion, You agree that the forum and venue for any dispute arising out of or relating to these Official Rules shall be in the County of San Francisco, California. Any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any benefits received, or the administration of the Promotion not resolved through internal adjudication shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California pursuant to the rules of the American Arbitration Association then effective. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion, and in no event shall You be entitled to receive attorneys’ fees or other legal costs. Under no circumstances will You be permitted to obtain awards for, and You hereby waive all right to claim, punitive, incidental and consequential damages and any other damages, other than for actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

9. Privacy Policy. By entering into the Promotion, You agree that Sponsor may use any personal information that You provide in connection with the Promotion, in accordance with Sponsor’s Privacy Policy and other terms, which may be found at: <https://www.plangrid.com/PlanGrid-Privacy-Policy.pdf>.

##### 

10. License.By entering the Promotion, You grant an irrevocable, perpetual, worldwide non-exclusive license to Sponsor to reproduce, distribute, display and create derivative works of Your entries (along with a name credit) in connection with the Promotion and its promotion, in any media now or hereafter known, for no additional compensation, including, but not limited to: social media channels, Sponsor websites, Sponsor blogs, and Sponsor printed materials (the “License”). You consent to Sponsor doing or omitting any act that would otherwise infringe Your “moral rights” in Your entries. Display or publication of Your entry by Sponsor does not indicate You will be selected as a Winner. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use as authorized by the License. Additionally, by entering, You grant to Sponsor the unrestricted right to use (or elect not to use, in Sponsor’s sole discretion) all statements made by You in connection with the Promotion, and pictures or likenesses of You, except where prohibited by law. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

11. Winners List or Official Rules Requests. For a copy of the Winners List or of these Official Rules, send a self-addressed stamped envelope to: PlanGrid, Inc., ATTN: Marketing—Construction Rookie Sweepstakes, 2111 Mission St 4th Floor, San Francisco, CA 94110 between the end of the Promotion Period and the date that is the six month anniversary of the end of the Promotion Period.

12. No Affiliation with Third Parties. This Promotion is sponsored and administered exclusively by Sponsor and is no way sponsored, endorsed, administered by or associated with any Prize providers or any other third parties.