

**LATICRETE International, Inc.**  
**“SPECTRALOCK 15th Year Anniversary” Giveaway**

**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.**

The “SPECTRALOCK 15th Year Anniversary” Giveaway (the “Sweepstakes”) is intended for legal United States and Canadian residents only and shall only be construed and evaluated according to U.S. and Canadian law. Do not enter this Sweepstakes if you are not located in the U.S. or Canada at the time of entry.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by LATICRETE International, Inc., One LATICRETE Park North, Bethany, CT 06524 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402 Rochester, NY 14614 (the “Administrator”).

**ELIGIBILITY:** The Sweepstakes is open to legal U.S. residents of the fifty (50) United States (including the District of Columbia) or Canada (excluding residents of the Quebec province) who are at least eighteen (18) years of age or the age of majority, whichever is older, in their respective states or provinces of permanent residence as of July 1, 2018 (the “Entrants”). **In addition, Entrants must be a verifiable tile and stone contractor at time of entry. Sweepstakes is not open to the general public.** Employees, officers and representatives of the Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include those Entrants who are deemed Winners (as defined below)).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as described below) is contingent upon fulfilling all requirements set forth herein.

**FOUR WAYS TO SUBMIT ENTRIES:** The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on July 1, 2018 and ends at 11:59:59 p.m. ET on December 31, 2018 (“Sweepstakes Period”).

Eligible Entrants can enter the Sweepstakes by purchasing select SPECTRALOCK® products (SPECTRALOCK® PRO Premium Grout, SPECTRALOCK® PRO Grout, SPECTRALOCK® DAZZLE™, SPECTRALOCK® 2000 IG and SPECTRALOCK® Translucent) from authorized LATICRETE distributors. One (1) entry for every \$50 spent rounded (\$25+) up and (-\$25) down of total invoice minus taxes and fees. The total amount spent, BEFORE TAXES, will be considered the value of purchase, and thus, will determine the number of entries received.

**Note:** If the entries submitted are associated with a purchase (methods 1-3 below), each submission can only contain purchase receipts from a single day. All entries, regardless of method of entry, must be accompanied by an official entry form, available online at: [www.spectralock.com](http://www.spectralock.com). Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. No mechanical reproductions or facsimiles of entries allowed. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, illegible, stolen, misdirected, delayed, or destroyed entries. Incomplete information may result in disqualification of entry. Entries become property of Sponsors and will not be returned.

**1). Mail-In with Purchase:** Entrants should **mail their official entry form** that contains entrant's full name, company name, company address, day and evening phone numbers, and email address along with receipt(s) of selected goods purchased to:

**ASC/"SPECTRALOCK 15th Year Anniversary" Giveaway  
300 State Street Suite 402  
Rochester, NY 14614**

All purchase receipts must be the original receipts and identify the entrant's full name, the distributor, and the location of purchase. All Mail-In with Purchase entries must be postmarked by December 31, 2018, and received by January 5, 2019.

**2). Fax-In with Purchase:** Entrants should fax their official entry form that contains entrant's full name, company name, company address, day and evening phone numbers, and email address **along with a scanned copy of the original receipt(s) of selected goods purchased to: 585-341-3864**

All purchase receipts must identify the entrant's full name, the distributor, and the location of purchase. All Fax-In with Purchase entries must be faxed by 11:59:59 p.m. ET on December 31, 2018.

**3). Email with Purchase:** Entrants should email their official entry form that contains entrant's full name, company name, company address, day and evening phone numbers, and email address **along with a scanned copy of the original receipt(s) of selected goods purchased to: [admin@american-sweeps.com](mailto:admin@american-sweeps.com).**

All purchase receipts must identify the entrant's full name, the distributor, and the location of purchase. All Email with Purchase entries must be received by 11:59:59 p.m. ET on December 31, 2018.

**4). Mail-In without Purchase:** – Eligible Entrants also have the option to obtain seven (7) Sweepstakes entries via mail by legibly hand-printing, on a 3"x 5" card or paper, their full name, complete mailing address, phone number, and e-mail address, and mailing the card in a #10 envelope, with proper postage affixed, to: "SPECTRALOCK 15th Year Anniversary" Giveaway, PO Box 462, Macedon, NY 14502-0462. You may submit as many postal entry requests as you wish, but each request must be mailed separately. All entries must be postmarked by December 31, 2018, and received by January 5, 2019. Each valid Mail-In without Purchase entry received will count as one (1) Sweepstakes entry. Enter as often as you like by this method of entry, but only one entry is permitted per envelope.

**\*\*NOTE: Mail-in entry card and envelope must be hand printed by the Entrant only. In addition, Entrants are not permitted to use any 3<sup>rd</sup> party organization to assist with the entry process in any way (as determined by the ADMINISTRATOR). Each Envelope must be mailed individually. Bulk shipments of entries will not be accepted.**

To be valid, each entry must provide all requested information. Proof of entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this Sweepstakes, or in any other manner consistent with Sponsor's Privacy Policy, available at <https://laticrete.com/en/about-laticrete/privacy-statement>.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the applicable Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual

deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

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

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION:** All potential Prize Winners will be selected in a random drawing conducted by the Administrator. The Prize drawings will be conducted on or

about **August 10, September 10, October 10, November 10, December 10, and January 10, 2019**. Odds of winning a Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Prize Winners will be contacted by the Administrator via phone and email. The potential Runner-up Winners will be contacted by the Sponsor via phone, email, and/or USPS mail.

**Note: Entries are only eligible for the drawing corresponding to the month of entry. Entries will not roll over and be will not be eligible for subsequent monthly drawings except for the Grand Prize drawing on January 10, 2019.**

**PRIZES & PRIZE CONDITIONS: There will be one (1) Grand and six (6) Monthly Prize Winners awarded.**

- July Prize: Yeti Prize package large cooler ("ARV") - \$349
- August Prize: Apple prize pack (watch/iPad Mini) (ARV") - \$599
- September Prize: DeWalt Wet Saw (ARV") - \$599
- October Prize: LATICRETE product ("ARV") - \$599
- November Prize: Media Package (TV, Alexa, etc.) ("ARV") - \$1,200
- December Prize: Enclosed Tool Trailer with LATICRETE Product ("ARV") \$2,250
- January Grand Prize: 2018 Chevy Silverado 1500 4WD Double Cab, Standard Box LTZ Z71 View All Specifications ("ARV") \$33,895 or a \$24,000 Cash Option.

Total Prize Pool \$39,491. No substitution, assignment or transfer of the Prize is permitted, except by Sponsor, who reserves the right to substitute the Prize with another of comparable or greater value.

By accepting a Prize, the Winners agree to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize in question. The potential November, December, and Grand Prize Winners will be notified by phone, or email, and must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her Prize. **Note: The Affidavit sent to the potential (U.S) Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** Each Winner will each be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The November, December, and Grand Prize Winners must note that the value of the accepted prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize (applicable to U.S. Winners only). The Winners are solely responsible for all matters relating to their Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Prize Winner, if a potential Prize Winner cannot be reached within three (3) business days from the first notification attempt, or if a potential Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Prize Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at

Sponsor's sole discretion, an alternate Prize Winner may be selected for the Prize at issue.

**Winner Notification (for Canadian Residents ONLY):** Should a selected Prize Winner be a Canadian citizen, the selected Entrant must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by mail or telephone. If a selected Entrant fails to correctly answer the question he/she will be disqualified and another Entrant will be randomly selected. The potential Prize Winner who correctly answers the skill-testing question will be notified by telephone using the contact information provided at the time of entry. If the potential winner is determined to be less than the age of majority in his/her province of residence, then the potential winner will be disqualified and an alternate winner will be selected in their place. Potential Prize Winners must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, a Declaration of Compliance (if Canadian resident) in order to claim his/her prize.

By accepting a Prize, where permitted by law, the Prize Winners will grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties, the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Prize Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to their Prize(s).

**DISPUTES:** By entering the Sweepstakes, Entrants agree that 1) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any Prizes awarded, shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorney fees; and 3) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All

issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of Connecticut, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNERS LIST REQUEST:** To request confirmation of the name, city, and state of residence of each Prize Winner, please send a self-addressed, stamped business-size envelope, by February 20, 2019 to: ASC/ SPECTRALOCK 15th Year Anniversary, Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.

***The Sweepstakes is in no way sponsored or endorsed by General Motors Company.***