Volvo Construction Equipment's Volvo E18 Electric Straight Boom Showdown Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER, PLAY OR WIN THIS SKILL CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE THE LIKELIHOOD OF AN ENTRANT WINNING THE CONTEST.

- **1. Agreement to Official Rules**. Participation in Volvo Construction Equipment's Volvo Electric Straight Boom Showdown (the "<u>Contest</u>") constitutes Employer's and Representative's (each defined herein) full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor (as defined below), which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Contest is sponsored by Volvo Construction Equipment North America, LLC, 312 Volvo Way, Shippensburg, PA 17257 ("<u>Sponsor</u>").
- 2. Eligibility. The Contest is open only to ticketed and validly licensed employees of demolition contractors attending the National Demolition Association's Annual Convention & Expo: Demolition New Orleans held on March 5, 2025 through March 8, 2025 in New Orleans, Louisiana (the "Convention") who are: (i) legal residents of the United States, the District of Columbia or Canada (excluding Quebec); (ii) at least eighteen (18) years of age (or the applicable age of majority if greater in their state or province of residence) as of the date of entry; (iii) holders of a valid driver's license; and (iv) employed or contracted by a general contractor or demolition company who is a member of the National Demolition Association (an "Employer") during the Contest. Employees or representatives of original equipment manufacturers are not eligible to enter. Employers may authorize individual employees to participate in the Contest on Employer's behalf (each employee, a "Representative"). An "Entrant" is an Employer that has at least one Representative participating in the Contest. All directors, officers and employees of Sponsor or any other original equipment manufacturer, and their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, dealers, licensees, agents, advertising and Contest agencies, and each of their immediate family members (spouses, parents, children, and siblings and their respective spouses), and those living in the same household as each, are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, provincial, and local laws and regulations. Void where prohibited.
- **3. Entry Period**. The Contest entry period begins on March 7, 2025 at 10:30 a.m. Central Standard Time ("<u>CST</u>") and ends on March 8, 2025 at 12:00 p.m. CST. Representatives must submit a completed Entry (as defined in Section 4) by no later than March 8, 2025 at 11:45 a.m. CST, unless Sponsor extends the entry period in its sole discretion. Submission of an Entry does not guarantee participation in the Contest. The Contest will end on March 8, 2025 at 12:00 p.m. CST, regardless of whether all Representatives have participated in the Contest. Sponsor's computer shall be the official time-keeping device for the Contest.
- **4. How to Enter.** To enter the Contest, Representative must submit, with Employer's consent, a registration form submitted in person at Sponsor's booth at the Convention (each an "Entry") during the entry period identified in Section 3. Sponsor is not responsible for an Entrant's failure to submit an Entry for any reason whatsoever including technical or human error. By submitting an Entry, Representative acknowledges that they are acting on behalf of their Employer in a professional capacity and agrees to abide by and be bound by the terms of these Official Rules.

5. Prize. The prize to be awarded is one (1) limited-time rental of a Volvo jEC18 straight boom electric compact excavator with bucket/thumb attachments and jEC18 Excavator charging unit (an "jEC18 Excavator") with an approximate retail value of USD \$75,000.00 and one (1) customized Volvo jacket (the "Jacket") with an approximate retail value of USD \$300.00 (collectively, the "Prize"). The jEC18 Excavator will be rented to Employer for one (1) period of six (6) consecutive months, such rental period to commence no later than September 1, 2025 and is conditioned upon Employer's acceptance of, and signature to, the Prize Claim Documents (as defined in Section 6) and an equipment rental contract with Sponsor's authorized dealer whose territory includes Employer's principal place of business (the "Equipment Rental Contract").

Winner (as defined in Section 6 herein) is solely responsible for: (i) arranging transportation of the jEC18 Excavator from Sponsor's authorized dealer whose territory includes Employer's principal place of business as directed by Sponsor; (ii) all permitting costs related to transportation and use of the jEC18 Excavator as required by applicable law and regulations and as directed by Sponsor; (iii) obtaining insurance for the jEC18 Excavator as directed by Sponsor; and (iv) any connection fees. Sponsor will deliver the Jacket to Winner by standard ground shipping or such other method as agreed to by Sponsor. The cost of delivery of the Jacket shall be paid by Sponsor. Sponsor shall not be responsible for any lost, late, delayed or damaged Prize.

The Prize is non-transferable, and no cash redemption or prize substitution is allowed, except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion if the Prize cannot be awarded for whatever reason. Sponsor reserves the right to select an alternate Winner if the original (or a subsequent Winner) is deemed ineligible or does not agree to or comply with the Equipment Rental Contract. WINNER IS FULLY RESPONSIBLE FOR ANY AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES. If required by law, Sponsor reserves the right to withhold and remit the amount of any taxes due to the appropriate taxing authorities.

6. Selection of a Potential Winner. Representatives will compete in a timed skills challenge game with a jEC18 electric excavator, or similar product during the Convention from March 7, 2025 through March 8, 2025. Representatives must be present to compete to be eligible to win. Representatives will be timed performing an assigned task with a Volvo jEC18 electric compact excavator (the "Judging Criteria"). Representatives will be judged by Sponsor's representatives present at the Contest ("Judges"). Representatives who, in Judges' sole discretion, Contest-related do not complete the assigned task or drop or damage any Contest-related equipment are disqualified. The Entrant associated with the Representative with the shortest time to complete the assigned task will be selected as the "Winner." In the event of a tie, the Judges will select the "Winner" from a random drawing of Entrants whose Representatives have the tied shortest time to complete the assigned task. Each Representative may only compete once. Sponsor's decisions are final and binding in all respects.

In order to be declared the Winner, both Representative and Employer may be required to complete, sign and return an affidavit of eligibility and liability release; and unless prohibited by law, a publicity release (collectively, the "Prize Claim Documents"). In the event that the Winner fails to complete, sign and return the Prize Claim Documents (if required) and/or the Equipment Rental Contract within fourteen (14) calendar days of first attempted notification of selection, the Prize may be forfeited and then awarded to the Entrant associated with the Representative with the next shortest time to complete the assigned task among all eligible entries according to the Judging Criteria. In the event of a tie, the Judges will select the "Winner" from a random drawing of Entrants whose Representatives have the tied shortest time to complete the assigned task. No more than one (1) Prize will be awarded for any reason. Any potential "Winner" must agree to be bound by these Official Rules and the accompanying Equipment Rental Contract.

- **7. Conditions/Use Rights**. By accepting the Prize, Winner and Representative consent to the use of their name, voice, and likeness, including all accompanying personally identifiable information Winner submits or Sponsor obtains in the course of the Winner accepting the Prize, via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation (other than the specific prizes described herein) to the Winner, his/her/its successors or assigns, or any other entity, except where prohibited by law. Representative and Employer further agree to cooperate with Sponsor to film audiovisual content to be used by Sponsor for marketing and other purposes of the EC18 Excavator in use by Representative or another Employer representative at an active jobsite where Employer is providing professional services (a "Jobsite Video"). Employer will assist Sponsor with obtaining all required permissions and consents related to the Jobsite Video.
- **8. Privacy**. By participating in the Contest, including entering the Contest or redeeming any prize award, Representative and Employer authorize Sponsor to collect, use, process, transfer and store all data provided by Representative and Employer, including without limitation, personal data, to the United States, or any location(s) throughout the world that Sponsor deems necessary, whether within Representative's and Employer's country of residence or elsewhere, and with such party(ies) as Sponsor deems appropriate, for purposes of administration of the Contest. All information submitted to Sponsor as part of this Contest, either by Representative or Employer, will be treated in accordance with Sponsor's privacy notice, available at https://www.volvoce.com/united-states/en-us/privacy/ and the Volvo Group's privacy notice, available at https://www.volvogroup.com/en/tools/privacy.html. Personal information will be used only to: (a) provide information about the Contest; or (b) contact and publicize potential winners. Representatives have the right to withdraw and correct their personal data, but Representatives are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the aforementioned privacy notices.
- 9. Release and Limitations on Liability. By participating in all or a portion of the Contest, Representative and Employer agree, to the extent permitted by law, to release and hold harmless all directors, officers and employees of Sponsor and its parent company, subsidiaries, affiliates, sales representatives, distributors, dealers, licensees, agents, advertising, and Contest agencies (the "Released Parties") from and against any claims, costs, injuries, losses and damages of any kind (including, without limitation, reasonable attorneys' and investigation fees, expert and consultant fees, and other litigation costs) (collectively, "Losses") arising out of or in connection with the Contest, whether under a theory of contract, tort (including negligence), warranty or other theory, including: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Entrant's participation in the Contest or acceptance, receipt, use, or misuse of any prize (including personal injuries, death, or damage to or destruction or property), or travel to any Contestrelated events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, rights of publicity or privacy, or defamation or portrayal in a false light, whether intentional or unintentional. In the event that a Representative or Employer breaches any of their representations, warranties, or undertakings contained herein, Released Parties shall be entitled to and may seek indemnification from Representative or Employer for recovery of all legal fees, damages, costs, claims, and other expenses that may be incurred by Released Parties as a result of the aforementioned breach.
- **10. Miscellaneous**. The decisions of Sponsor are final with respect to all aspects of this Contest. The Contest and these Official Rules will be governed, construed and interpreted under the laws of the Commonwealth of Pennsylvania without regard to choice of law principles. Each Representative and Employer specifically agrees that (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any

form of class action, and exclusively by the United States District Court for the Middle District of Pennsylvania in Harrisburg, Pennsylvania, or the Court of Common Pleas of Franklin County located in Chambersburg, Pennsylvania; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will an Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to claim, indirect, 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. For purposes of these Official Rules, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Official Rules as a whole. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of Sponsor that may cause the Contest to be disrupted or corrupted, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the outstanding prizes from among the non-suspect, eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, the operation of the Contest, to be acting in violation of these Official Rules or any applicable laws relating to the Contest, or in an unsportsmanlike or disruptive manner, and to resolve all disputes in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- **11. Winner List; Official Rules**. For notification of the winner or a copy of these Official Rules, send a self-addressed, stamped envelope to: Volvo Construction Equipment North America, LLC, c/o Volvo Construction Equipment's **Volvo EC18 Electric Straight Boom Showdown**, 312 Volvo Way, Shippensburg, PA 17257. Requests for the winner list will only be accepted after the completion of the Contest and must be received by September 5, 2025.
- **12. Sponsor**. The Sponsor of this Contest is Volvo Construction Equipment North America, LLC. Entrants shall not use the trademarks of Sponsor or falsely associate themselves with Sponsor during or after the Entry Period or the Contest.