

## **Contest Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST VOID WHERE PROHIBITED BY APPLICABLE LAW.

**1. Sponsor**

The Sponsor of the Contest is Tensar International Corporation ("Tensar" or "the Company") located at 2500 Northwinds Pkwy, Suite 500, Alpharetta, Georgia 30009.

**2. Eligibility**

The Tensar Lunch and Learn Contest (the "Contest") is open to persons who (i) are legal residents of a state in the United States of America, the District of Columbia, Canada, Mexico, or any country in Central or South America or the islands of the Caribbean Sea, and (ii) are at least twenty-one (21) years of age at the time of entry, and (iii) have personally attended a Tensar Lunch and Learn sponsored by Tensar within the Contest Period (as defined below). Employees of Tensar, its distribution network, and other companies associated with the promotion of the Contest, and their respective affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to participate. The Contest is subject to applicable country, federal and/or state laws and regulations. Prior to receiving a prize, contest winners shall confirm in writing that there are no gift or other internal rules from their employer that would restrict or prohibit their acceptance of a prize from Tensar in this Contest, and the Company shall inform the employer in writing of the award of such prize and its value.

**3. Agreement to Contest Rules**

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Contest Rules and the decisions of the Sponsor, which are final and binding on all persons concerned. Winning a prize is contingent upon being compliant with these Contest Rules and fulfilling all other requirements set forth herein.

**4. Contest Period**

The Contest begins on November 1, 2019 and ends on February 28, 2020 (the "Contest Period").

**5. How to Enter**

A Lunch and Learn presentation should be requested either by (i) visiting our website at <https://info.tensarcorp.com/lunch-and-learn-contest> and following the directions provided to fill out the request form, or (ii) arranging to host a Lunch and Learn directly through a Tensar Regional Sales Manager. Upon completion of the Lunch and Learn Presentation, each individual's recorded attendance (i.e. handwritten or digital sign-in sheet) to such presentation will be used as his/her Entry into the contest. An "Entry" is defined as actual attendance of a Lunch and Learn Presentation, either in person or online, which occurs during the Contest Period. Attendance to Lunch and Learn presentations outside of the Contest Period are not eligible.

Limit one (1) Entry per person, per email address, and per household for the duration of the Contest Period. Entries received from any person, e-mail address, or household in excess of the stated limitation of one entry will be void. All Entries become the property of Sponsor and will not be acknowledged or returned.

**6. Prize Drawing**

On or before March 16, 2020 the Sponsor will select an initial winner in a random drawing from among all eligible Entries received. The odds of being selected depend on the number of Entries received.

**7. Winner Notification**

The Sponsor will attempt to notify the initial winner via the telephone number or email address provided by such individual within one business day of the selection. If the initial winner cannot be contacted within five (5) business days after the date of the first attempt to contact him/her, the Sponsor may then select an alternate winner in place of the initial winner at random from the remaining other non-winning eligible Entries. Prior to receiving the prize, the Contest winner will be required to provide written confirmation to Tensar that he/she can accept the Contest Prize in accordance with his/her company's applicable policy on such matters (if any). If the winner fails to submit such written confirmation within five (5) days of acceptance of the prize, or if a winner's prize is returned as undeliverable, such winner forfeits his/her prize. Winners must continue to comply with all terms and conditions of these Contest Rules, and winning is contingent upon fulfilling all requirements. In the event that an initial winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible Entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 2-10 weeks after the conclusion of the Contest.

**8. Prize**

The winner shall select one prize from the choices below:

\$500 YETI Cooler prize pack

OR

\$500 donation made by Tensar in the winner's name to Engineers Without Borders (if any winner is employed by a government department or entity of any kind then this prize selection is mandatory and any other prize shall not be applicable to such winner)

**9. General Conditions**

In the event that the operation, security or administration of the Contest is impaired in any way for any reason, including, but not limited to hacking, tampering, virus, bug, worm, unauthorized intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the 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 Contest Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the

eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest Rules or in an unsportsmanlike or disruptive manner.

#### **10. Release and Limitations of Liability**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) sickness, injury, death, losses or damages of any kind to persons or property which may be caused or contributed to, directly or indirectly, in whole or in part, from the entrant's participation in the Contest or acceptance, receipt, use or misuse of the prize (including any travel or activity related thereto). 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 Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever as set forth above.

#### **11. Dispute Resolution**

Each entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Contest or any prize awarded shall be resolved exclusively by the State or Federal Court located in Atlanta, Fulton County, Georgia. The entrant and Sponsor agree to submit exclusively (i.e. to the exclusion of any other court or forum) to the personal jurisdiction of the aforementioned courts. All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Georgia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Georgia.