

Hammerhead Laser Screed® Giveaway

Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility:

Hammerhead Laser Screed® Giveaway Sweepstakes (the "Sweepstakes") is open only to legal business entities, including but not limited to corporations, partnerships, sole proprietorships, and limited liability companies, (herein "Eligible Business") that are located and operate in of the 50 United States and the District of Columbia. An authorized representative (herein "Authorized Representative") acting on behalf of an Eligible Business who is at least 18 years old must complete the entry form to enter the Sweepstakes (herein "Authorized Representative"). Employees of Somero Enterprises, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

Agreement to Official Rules; Entrants Will Be Disqualified for Violations:

Participation constitutes each entrant's full and unconditional agreement to these official rules ("Official Rules"). The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all the requirements set forth herein. In the event there is a discrepancy or inconsistency between any statements contained in any Sweepstakes-related materials and the Official Rules as posted on the "Promotion Site" (defined below in the How to Enter section), the Official Rules as posted on the Promotion Site shall prevail, govern and control. Entrants agree that they may not use or attempt to use any method to obtain more than the stated number of permissible entries using robotic, automatic, programmed, or any other means, including but not limited to using multiple/different email addresses, identities, registrations and logins or any other methods. Violation of these requirements or any other aspect of these Official Rules will void all Sweepstakes entries of the person(s) responsible for such action and result in their disqualification from the Sweepstakes.

Sponsor/Administrator:

Sponsor: Somero Enterprises, Inc., 14530 Global Parkway, Fort Myers, FL 33913. Administrator: Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

Timing:

The Sweepstakes begins on October 31, 2025 at 9:00 a.m. Eastern Time ("ET") and ends on January 20, 2026 at 8:00 p.m. ET (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for the Sweepstakes.

How to Enter:

There are 2 ways to enter:

Enter Online:

During the Promotion Period, Authorized Representatives may visit hammerheadscreed.com/hammerhead-sweepstakes ("Promotion Site") and follow the links and instructions to accurately complete and submit the registration form, including the Eligible Business name and address, and their first and last name (initials are not sufficient), email address, and phone number. The Eligible Business will receive 1 entry into the Sweepstakes.

Enter at the World of Concrete Event, at the Las Vegas Convention Center:

On January 20, 2026, Authorized Representatives who visit the Sponsor's booth during the exhibit hours (9:30 am – 5 pm local time in Las Vegas) may enter on a tablet available at the booth or scan the available QR code to enter as described above. The Eligible Business will receive 1 entry into the Sweepstakes.

Entry Limits:

Each Eligible Business may enter 1 time during the Promotion Period. In the event of a dispute as to the identity of the Eligible Business or the Authorized Representative, Sponsor and Administrator will rely on the information submitted to register for this Sweepstakes. If any additional information provided by the Authorized Representative is inconsistent with the information provided at registration for this Sweepstakes, the Sponsor and/or Administrator may disqualify the Eligible Business and such disqualification may result in the forfeiture of any prizes

won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

Prize Drawing and Winner Requirements:

Administrator is an independent organization whose decisions as to the selection of the potential winner are final and binding. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around January 21, 2026. Administrator will also notify the Authorized Representative of the potential winner by email. To claim the prize the Authorized Representative will be required to sign and return to Administrator the Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") and an IRS Form W-9 within 5 days of the date notice or attempted notice is sent. If the potential winner of the prize cannot be contacted, fails to sign and return the Declaration and the IRS Form W-9, or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only 3 alternate drawings will be held, after which the prize will remain un-awarded.

Prize:

Quantity, Description and Approximate Retail Value ("ARV"):

1 Grand Prize: The winner will receive a Somero Hammerhead Laser Screed® Machine with an 8 ft head. The prize will be shipped to winner's business address. The ARV is \$52,000.

Odds of Winning:

The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

Additional Prize Terms:

Prizes are non-transferable, and no substitution will be made except as provided in the Sponsor's sole discretion should the prize become unavailable. In this case, a prize of equal or greater value will be offered. Winners are responsible for all taxes and fees associated with prize receipt and/or use and will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of

the prize at the time the prize is awarded. Where applicable, prize style, size and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prize will be fulfilled approximately 8-10 weeks after winner confirmation.

Release:

By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising and promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

Publicity:

Except where prohibited, participation in the Sweepstakes constitutes each winner's consent and grant to Sponsor and its agents to use the following information about the winner (to the extent provided by winner as part of the entry or winner confirmation process): winner's name, city, state, likeness, photograph, Sweepstakes entry, social handle and photo, voice, opinions and/or prize information for promotional advertising or other purposes, in any media without further notice, review, approval, payment or other consideration. Sponsor is not obligated to use any of the above-mentioned information or content but may do so and may edit these materials at its sole discretion, without further obligation or compensation. Sponsor will not use any of the above mentioned information in a manner that is inconsistent with its Privacy Policy or applicable law.

General Conditions:**Sponsor's Right to Modify or Cancel:**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, including but not limited to fulfillment of the prize(s), where any of the following "Issues" occur:

- Fraud;
- Technical failures;
- Human error;

- Any other factor that impairs the integrity or proper functioning of the Sweepstakes; or
- Any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, widespread illnesses, declarations of war, acts of God, acts of terrorism) that interferes with any aspect of the Sweepstakes, as determined by Sponsor in its sole discretion.
- Where one or more of the above Issues occurs, Sponsor will make reasonable efforts to award all remaining Sweepstakes prizes by conducting a random drawing from among all eligible entries received up to the date of the Issue; and/or modify the prizes offered.

Sponsor's Right to Disqualify Entrants:

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 Sweepstakes, including but not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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.

Sponsor's Right to Limit Prizes Awarded to the Number Stated in these Official Rules:

In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent than the number of prizes offered in these Official Rules, Administrator and Sponsor reserves the right to award only the stated number of prizes through a random drawing from among those entrants who were notified, confirmed to be eligible and where applicable, took the required action(s) to claim the prize.

Limitations of the Scope of Responsibility:

The Released Parties are not responsible for:

- Any incorrect or inaccurate information either provided by entrants or caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes;
- Technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections to the internet, social media platforms, in phone lines or network hardware or software;
- Unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process;
- Technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries;

- Late, lost, undeliverable, damaged or stolen mail; delayed or misdirected entries or failure to receive entries due to limitation of third-party social network platforms;
- Entries that are erroneously deleted, lost or destroyed or corrupted. In this case, entrants sole remedy is to take the required actions to receive another entry(s) in the Sweepstakes, if it is possible; or
- Any injury 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 to the receipt, use, inability to use or misuse of any prize.

Disputes:

Except where prohibited, entrant agrees that:

- Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan;
- Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees;
- Under no circumstances will entrant be permitted to obtain awards for, and 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; and
- All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Michigan.

Severability:

If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then:

- The validity, legality and enforceability of such provision as applied to any other particular facts or circumstances and the other provisions of these Official Rules shall not in any way be affected or impaired thereby; and
- Such provision shall be enforced to the maximum extent possible.

In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

Entrant's Personal Information:

Information collected from entrants is subject to [Sponsor's Privacy Policy](#).

Winner List:

See this [winner list](#) for the Sweepstakes winners. The winner list will be posted after winner confirmation is complete.

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