BEHR PROCESS CORPORATION
BEHR MINDFUL MOMENTS SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE ODDS OF WINNING. VOID WHERE PROHIBITED.

1. **PROMOTION TIMING.** The **BEHR Mindful Moments Sweepstakes** (the "**Promotion**") begins at 12:01 P.M. Pacific Time ("**PT**") on, December 11, 2017 and ends 11:59 P.M. PT on December 29, 2017 (the "**Promotion Period**").

2. **ELIGIBILITY.** The Promotion is open only to individuals who at the time of entry (a) are legal residents of and domiciled in the fifty (50) United States or the District of Columbia, and (b) are at least 18 years of age. The following individuals are not eligible to participate: (i) employees of Behr Process Corporation ("**Sponsor**") or Masco Corporation, any of their subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies; (ii) family members (spouse, parents, siblings, children and in-laws) of any individual referred to in clause (i); and (iii) persons living in the same household (whether or not related) with any person referred to in clause (i) or (ii) above. This Promotion is subject to all federal, state, and local laws and regulations and is void (a) outside the 50 United States and the District of Columbia, and (b) where prohibited by law.

3. **HOW TO ENTER.** During the Promotion Period, there are four (4) ways to enter:

   - **Direct Upload:** Visit the Sweepstakes landing page at: http://spr.ly/6007D11vP and follow all on-screen instructions to upload a photo and include the hashtag #BEHRMomentsSweepstakes in the caption to submit the Promotion entry (an **"Entry"**). Eligible entrants will receive one (1) entry into the Sweepstakes. OR

   - **Instagram:** Log-in to your Instagram account and share a photo of your favorite moment. Include the hashtag #BEHRMomentsSweepstakes in the photo caption to receive (1) entry; OR

   - **Twitter:** Log-in to your Twitter account and share a photo of your favorite moment. Include the hashtag #BEHRMomentsSweepstakes in the photo caption to receive (1) entry; OR
   - In the alternative, if you do not wish to enter the Promotion by submitting an entry as described above, you may enter the Promotion by providing your contact information here: http://bit.ly/2sVlikL

   There is no cost to enter. All Entries must be received by 11:59PM PST on December 29, 2017 to be eligible. Entries generated by script, macro, or other automated or mechanical means or means which subvert the entry process will be void. All entries become the property of Sponsor and will not be acknowledged or returned**. Limit one (1) Entry per person, regardless of the entry method, during the Promotion Period.** Entries will not be acknowledged or returned. Proof of sending or submitting an Entry will not be deemed proof of receipt by Sponsor.

4. **AGREEMENT TO OFFICIAL RULES.** Your participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

5. **SELECTION OF POTENTIAL PRIZE WINNERS.** On or around January 5, 2018, one (1) potential prize winner ("Prize Winner") will be selected in a random drawing from among all eligible Entries received. Odds of winning depend on the total number of eligible Entries for which the entrant is eligible. Entries drawn will not be eligible for any subsequent drawing. Entries not drawn will be carried over for any subsequent drawing. A purchase will not increase the chances of winning.

6. **NOTIFICATION AND REQUIREMENTS OF POTENTIAL WINNERS.** Each potential Prize Winner will be initially contacted via email or the social channel in which they entered, will be required to provide a mailing address, and may also be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and/or an IRS W-9 Form within seven (7) calendar days of notification by Sponsor. Prizes won by persons who are eligible entrants but considered minors in their state of residence may be awarded to a parent or legal guardian, who must execute and return all required documentation outlined herein and otherwise comply with all requirements imposed on a winner. The prize may be forfeited and may be awarded to another entrant who is randomly selected if (i) any prize notification or any prize is returned as undeliverable, (ii) Sponsor is unable to contact a potential winner within five (5) days of the first attempt to contact him or her, (iii) a potential winner fails to provide his or her contact information within seven (7) calendar days after notification by Sponsor or fails to return an Affidavit of Eligibility, Liability Release and Publicity Release and/or an IRS W-9 Form within the time specified above, (iv) a potential winner is determined by Sponsor, in its sole discretion, to be ineligible, (v) a potential winner declines the prize, or (vi) a potential winner is otherwise not in compliance with these Official Rules. Sponsor is not responsible for any delay in awarding any prize.

   Winner's entry and acceptance of the prize constitutes permission (except where prohibited) for Sponsor and its designees to use, at Sponsor's sole discretion, the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), for advertising, promotions and other purposes in all forms of media, worldwide in perpetuity, without additional notice, permission or further compensation.

7. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV").** One (1) Potential Winner will receive: one (1) $500 The Home Depot® eGift Card. The aggregate ARV for all prizes is $500.

   Each prize is nontransferable and non-refundable and must be accepted as awarded. All applicable taxes (including federal, state, and local income taxes for U.S. winners), duties, and the like, if any, are the sole responsibility of the prize winner. No cash substitution, assignment, redemption for cash, or transfer of prize by winner is permitted; however, Sponsor reserves the right, in its sole and absolute discretion, to substitute any prize described herein, or any portion thereof, with an alternative of equal or greater value. Winner shall not be entitled to the difference between the stated ARV and the actual price of the prize selected.

8. **GENERAL CONDITIONS.** In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter, will be deemed to be the entrant, but only if such person meets all other eligibility criteria. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an internet access service provider, on-line 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.

   Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of this Promotion; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person; or who Sponsor suspects has engaged in any of the foregoing. Sponsor reserves the right to cancel, terminate or modify this Promotion if it cannot be completed as planned for any reason, including without limitation for infection by computer virus, bugs, tampering, unauthorized intervention, technical failures, corruption of any sort or any other matter beyond Sponsor's control. In such event, Sponsor will award the prizes from among all eligible entries received prior to cancellation.

9. **RELEASE & LIMITATION OF LIABILITY.** As a condition of entering this Promotion, each entrant agrees, and as a condition of being awarded a prize, each winner agrees, to the maximum extent permitted by law, to release, indemnify and hold harmless Sponsor and Masco Corporation, their respective subsidiaries or affiliate companies, their advertising, marketing or promotional agencies and each such company's respective officers, employees, directors, representatives and agents and all others associated with the development and execution of this Promotion (individually and collectively, the "**Released Parties**"), from and against any and all liabilities, claims, actions, lawsuits, judgments, costs and expenses, damages of any kind whatsoever, injuries, or losses to persons or property arising from or relating to, in whole or in part, this Promotion, submitting an entry or otherwise participating in any aspect of this Promotion, the receipt, ownership, possession, use or misuse of any prize awarded, or any actual or alleged breach by entrant of these Official Rules.

10. **LIMITATION OF LIABILITY.** Entrants acknowledge that the Released Parties have not made and are not in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. The Released Parties are not responsible for: (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of this Promotion; (b) failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware, software or technical malfunctions, failures or difficulties; (c) errors of any kind relating to or in connection with this Promotion, whether human, mechanical, clerical, electronic, or technical in nature, including, but not limited to, errors which may occur in connection with the administration of this Promotion, the processing of entries, the announcement or notification of any winner or prize or the cancellation of this Promotion; (d) damage to a user's system occasioned by participation in this Promotion or downloading any information necessary to participate in this Promotion; (e) incomplete, illegible, misdirected, damaged or lost entries; or (f) failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused

by the sender, by any of the equipment or programming associated with or utilized in this Promotion. If the Behr Facebook Page or Behr Website goes down for any reason or if Sponsor is unable to accept entries, Released Parties are not responsible, but Sponsor will make a good faith effort to remedy the problem as quickly as possible or Sponsor may terminate this Promotion. By entering this Promotion, you waive (to the maximum extent permitted by law) the right to claim any punitive, consequential, incidental, special, exemplary, or indirect damages of any kind and any and all rights to have damages multiplied or otherwise increased.

11. **DISPUTE RESOLUTION.** If there is any conflict between any promotional material and these Official Rules, the provisions of these Official rules shall prevail. The resolution of any dispute shall be within Sponsor's sole discretion. As a condition of entering this Promotion, except as prohibited by law, you agree that: (a) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

12. **PRIVACY POLICY.** To see how Sponsor may use personal information obtained in connection with this Promotion, see Sponsor's Privacy Policy at http://www.behr.com/consumer/privacy-policy

13. **WINNERS' LIST.** For the names of the winners, available after January 15, 2018, send a separate, self-addressed, stamped envelope to Winners' Names, BEHR Mindful Moments Sweepstakes, 3400 W. Segerstrom Ave, Santa Ana CA 92704.

14. **SPONSOR.** The Sponsor of this Promotion is Behr Process Corporation, 3400 W. Segerstrom Avenue, Santa Ana, CA 92704.

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