

BEHR PAINT COMPANY

BEHR COLOR IN MOTION SWEEPSTAKES OFFICIAL RULES

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

1. **PROMOTION TIMING.** The BEHR Color in Motion Sweepstakes (the “**Promotion**”) begins at 12:00:01 P.M. Pacific Time (“**PT**”) on August 31, 2021 and ends 11:59:59 P.M. PT on September 28, 2021 (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, or Canada and (b) are at least 18 years of age. The following individuals are not eligible to participate: (i) employees of **Behr Paint Company** (“**Sponsor**”) or Masco Corporation, any of their subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies; (ii) family members (spouse, partners, parents, siblings, children and in-laws including step and foster relations) 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 Canada and (b) where prohibited by law.
3. **HOW TO ENTER.** There are two (2) ways to enter this Promotion during the Promotion Period:
 - A. You may enter by visiting the Behr Color in Motion Sweepstakes landing page at: <http://spr.ly/6008yUQ82> (CA ENG: <http://spr.ly/6009yQex1>)
 - B. Follow all onscreen instructions to complete and submit the Promotion entry form (an “**Entry**”) by uploading a response on the entry page on Wyng. Entrants must include a valid email address. All required information must be included for the entry to be eligible. Entrants will be required to confirm they have reviewed and agreed to the Official Rules as a condition of entering the Promotion;
 - C. 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://spr.ly/6008yUQB4> by 11:59:59 PM PT on September 28, 2021.

All entries become the property of Sponsor and will not be acknowledged or returned. **Limit one (1) Entry per person during the Promotion Period, regardless of the means of entry.** Proof of sending or submitting an Entry will not be deemed proof of receipt by Sponsor or proof of eligibility for the Promotion.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS PROMOTION. CONSENT IS NOT A CONDITION OF PURCHASE. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS PROMOTION.

4. **AGREEMENT TO OFFICIAL RULES.** Your participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules, the Sponsor's Privacy Policy, and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. By submitting an Entry, entrants agree to be contacted by Sponsor with notices and reminders pertaining to the Promotion.
5. **ENTRY SPECIFICS:** Entries must be complete, compliant, submitted via the Website communicated, and received by Sponsor within the Promotion Period. Without limitation, any Entry deemed or suspected by Sponsor, in its absolute discretion to condone, promote, contain or depict in any manner content/activities that are or may be: dangerous, indecent, obscene, offensive, cruel, hateful, tortious, defamatory, demeaning, disgusting, harmful or unlawful; in any way improper or unsuitable; or appears to infringe upon the intellectual property or other rights of any other person, brand, or entity, or illegally defames Sponsor or any other Promotion partner (if any) will be disqualified.

Incomplete, invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor's sole and absolute discretion) will not be eligible. If, upon review, Sponsor (or its authorized representative) is unable to determine that an Entry is compliant, or reasonably suspects that it is not compliant in whole or in part, the Entry as a whole may be disqualified. Proof that you uploaded an Entry does not constitute proof or evidence that it was received within the Promotion Period or eligible for the Promotion. Entries become the property of Sponsor and will not be returned. Entries submitted via any other entry method than stated herein will not be accepted. Entries may only be submitted by a single registered email account user; group or commercial submissions are not permissible. Multiple entrants are not permitted to share the same device, account, IP or email address. Entrants may not (whether apparent or suspected) enter through a sweepstakes/contest club or exchange site (or similar method, whether or not paid), with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation methods as determined in Sponsor's sole and absolute discretion, will void all such Entries, and disqualify any entrant suspected of using/benefitting from such methods.

Without limiting the foregoing, Entry/entrant will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or awarding the prize to any person will have a detrimental impact on Sponsor, this Promotion, or any of Sponsor's brands, products or services. Furthermore, if an Entry, for any reason whatsoever, is unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/entrant.

Promotion Entities assume no responsibility for lost, late, incomplete, ineligible, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Promotion related communications (in whole or in part including into entrant's spam/junk folders); or for any equipment, computer, telephone, device, network, platform, app, electronic, hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any human error, or the incorrect or inaccurate capture of Entry, or other information, nor for the failure to capture or display any such information.

Entrants must not engage in phishing or spamming. Apparent or suspected phishing or spamming, sending of junk communications or the use of any unauthorized method or automated system to participate is prohibited, and, if discovered at any time will void the applicable Entry and entrant suspected of using/benefitting from such methods in Sponsor's sole and absolute discretion.

6. **SELECTION OF POTENTIAL PRIZE WINNERS AND ODDS OF WINNING.** On or around 1:00 P.M. PT at the offices of Wyng on October 5, 2021, one potential (1) Grand Prize winner and five potential (5) First Prize winners will be selected in a random drawing from among all eligible entries received. Odds of winning depend on the total number of eligible Entries received during the Promotion Period.. Canadian potential winners must correctly respond unaided and within the time specified to a four-part mathematical skills testing question, or will forfeit the opportunity to receive a prize.
7. **NOTIFICATION AND REQUIREMENTS OF POTENTIAL WINNERS.** Each potential Prize Winner will be initially contacted via email, 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 or W8-BEN Form (U.S. winners) or a Declaration of Eligibility, Liability and Publicity Release (for Canadian winners who have correctly responded to the skill testing question) ("**Release Documents**") within **seven (7)** calendar days of notification by Sponsor. Prizes won by persons who are eligible entrants but considered minors in their state or province/territory 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 Release Documents 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. There will not be a second-chance drawing.

Each 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 (provided true), biographical information, voice and address (city and state/territory/province), for advertising, promotions and other purposes in all forms of media (including but not limited to the internet, and Sponsor's and unrelated third-party social media sites), worldwide in perpetuity, without additional notice, permission or further compensation.

8. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV").** Subject to confirmation of eligibility and compliance, the following prizes are available to be awarded:

Grand Prize (1): one (1) USD \$50,000/CDN \$63,137 cash prize (awarded in the form of a check).\

First Prizes (5): one (1) USD \$1,000/CDN \$1,262 The Home Depot® Gift Card. The gift card may be subject to terms and conditions imposed by the merchant issuing the gift card, including an expiration date, and will not be replaced by Sponsor if lost, misplaced, stolen, damaged, or destroyed.

Total ARV for all prizes is **USD \$55,000/CDN \$68,750**, based on current exchange rate calculations at time of drafting.

Limit one (1) prize per person. Only the number and description of prizes stated in these Official Rules are available to be awarded in the Promotion. In no event is Sponsor responsible for awarding different prizes, more prizes, or prizes in greater denominations than the number of prizes or amounts stated herein. 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.

9. **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, force majeure, or any other matter beyond Sponsor's control. In such event, Sponsor may award the prizes from among all eligible non-suspect Entries received prior to cancellation if doing so is reasonable and fair (as determined by Sponsor).

10. **RELEASE & INDEMNIFICATION.** 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 alleged or actual 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.
11. **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; € 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 **Promotion 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

12. **DISPUTE RESOLUTION.** If there is any conflict between any promotional material and these Official Rules, these Official rules shall prevail. The resolution of any dispute shall be within Sponsor's sole discretion. As a condition of entering this Promotion, to the fullest extent permitted 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
13. **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/privacypolicy> and <https://www.behr.ca/consumer/privacy-policy>
14. **WINNERS' LIST.** For the names of the winners, available approximately two weeks after the end of the promotion, <http://spr.ly/6008yUQ82> (CA ENG: <http://spr.ly/6009yQex1>)
15. **QUEBEC RESIDENTS:** Any litigation respecting the conduct or organization of a publicity Contest in Québec may be submitted to the Régie for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the Régie only for the

purpose of helping the parties reach a settlement. Fees under Quebec law have been paid.

16. **SPONSOR.** The Sponsor of this Promotion is **Behr Paint Company, 1801 East St. Andrew Pl., Santa Ana, CA 92705.**

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