Official Rules for Dunn-Edwards "Deck the Walls" Sweepstakes

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. **General:** Participation in the "Deck the Walls" Sweepstakes constitutes the entrant's full and unconditional agreement to these Official Rules.
- 2. **Sponsor:** The "Sponsor" of the Sweepstakes is:

Dunn-Edwards Corporation 6119 E. Washington Blvd Commerce, CA 90040

3. Administrator: The "Administrator" of the Sweepstakes is:

Marketing and Innovation Department Dunn-Edwards Corporation 6119 E. Washington Blvd Commerce, CA 90040

Email: marketing@dunnedwards.com

- 4. **Eligibility:** The "Deck the Walls" Sweepstakes ("Sweepstakes") is open only to individuals who are painting contractors, or employees of painting contractors, with Dunn-Edwards purchasing accounts. Entrants must be at least twenty one (21) years of age or older at the time of entry. All employees, sales representatives, licensees, or agents of Sponsor or any of its affiliates (collectively, "Sponsor Persons"); the immediate family members (spouse, parent, child, sibling, and their respective spouses) of any Sponsor Person; and all persons living in the same households as any Sponsor Person (whether legally related or not), are not eligible to enter. All applicable federal, state, and local laws and regulations apply. Void where prohibited by law.
- 5. **Entry Period and Limit:** The entry period begins on Monday, November 20, 2023, at 8am PST, and ends on Monday, December 4, 2023 at 11:59pm PST ("Entry Period"). All entries must be received by Sponsor during the Entry Period. Entrants are eligible to win prizes weekdays Tuesday, December 5, 2023 to Wednesday, December 20, 2023 ("Prize Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.

Each entrant may enter one (1) time only during the "Entry Period" and win (1) time only during the Prize Period. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different identities, registrations, or any other methods will void that entrant's entries, and that entrant may be disgualified.

6. How to Enter: There are three ways to enter the "Deck the Walls" Sweepstakes:

- A. All eligible entrants who opt-in for promotional text messages during the Entry Period are eligible to be entered into the Sweepstakes. Entrant must complete the form available on https://slkt.io/YSqS to enter.
- B. Visit dunnedwards.com, access the campaign image for the "Deck the Walls" Sweepstakes on the homepage and fill out the available entry form linked on the graphic.
- C. Visit any Dunn-Edwards store during the Entry Period and scan the QR code on the "Deck the Walls" signage, and fill out the available entry form linked through the scannable QR code.

The required information to complete the entry form is to provide your name, postal code, mobile number, and email, and check the box to opt-in to receiving promotional text messages.

By completing the entry form, you agree to receive promotional text messages, and agree to these <u>Sweepstakes Official Rules</u> and the <u>Promotional Mobile Messaging Terms of Use</u> & <u>Privacy Policy</u>. Reply STOP to cancel, HELP for help. Msg & data rates may apply. Msg frequency varies.

7. **Selection and Redemption:** On each weekday during the Prize Period, Sponsor will randomly select one (1) winner from four (4) Dunn-Edwards regions to receive the Sweepstakes Prize of the day.

Dunn-Edwards regions are defined as:

- Region 1: Los Angeles
- Region 2: Orange County, Inland Empire
- Region 3: Central and Northern CA, Nevada
- Region 4: Arizona, New Mexico, El Paso, TX

Upon verification of eligibility, all winners will be notified and must accept their Sweepstakes Prizes and provide their address by December 22, 2023. The Sponsor will mail the prizes to each winner's selected home store as outlined in Section 8. The odds of being a winner are dependent upon the number of eligible entries received during the Prize Period.

- 8. **Prizes**: One (1) winner from four (4) Dunn-Edwards regions will each receive the following prizes (the "Sweepstakes Prizes"):
 - 1. Day 1: Yeti cooler Silo 6G WATER COOLER
 - 2. Day 2: Pro bucket kit
 - 3. Day 3: \$200 D-E gift card
 - 4. Day 4: Ladder Aluminum Step Ladders (SKU: WER-368)
 - 5. Day 5: \$500 D-E gift card
 - 6. Day 6: Breakfast/lunch for your crew on us (\$100 value)
 - 7. Day 7: Anker Bluetooth Speaker
 - 8. Day 8: Apparel
 - 9. Day 9: Branded Leatherman Signal Multi-Tool
 - 10. Day 10: Blackstone 28" Griddle W/Hood & Front Shelf Bundle

- 11. Day 11: Portable Bluetooth Speaker
- 12. Day 12: Graco Ultra Max II 490 PC Pro Lo-Boy (SKU: G17E-853)*

A Sweepstakes Prize winner's failure to accept their Sweepstakes Prize and provide their address by December 22, 2023 will result in that winner being disqualified and, provided there are other eligible entries, Sponsor will randomly select an alternate winner and extend the compliance deadline, as determined by Sponsor in its sole discretion.

The Sponsor will mail the prizes to each winner's selected home store. A Sponsor representative will reach out to the winner to provide prizes in-person.

Any ancillary Sweepstakes Prize details not specified in these Official Rules will be determined by Sponsor in its sole discretion. Sweepstakes Prizes may not be transferred and must be accepted as awarded. Sponsor will not replace any lost or stolen Sweepstakes Prizes or components thereof. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute one or more Sweepstakes Prize components with another prize or prizes of equal or greater value, any or all of which will be considered to be part of the applicable Sweepstakes Prize. The Sweepstake Prizes are subject to and winners must abide by these Official Rules. The total Approximate Retail Value ("ARV") of all 48 Sweepstakes Prizes is \$17,113. All Sweepstakes Prizes will be awarded, provided a sufficient number of eligible entries are received during the entry process.

- 9. **Taxes and Other Expenses:** Any and all Sweepstakes Prize-related expenses, including without limitation any and all federal, state and/or local taxes, shall be the sole responsibility of each Sweepstakes Prize winner. Each winner of a Sweepstakes Prize over \$600, noted with an * in Section 8 above, shall be issued an IRS Form 1099 by Dunn-Edwards reflecting the value of the prize received, which value will also be reported to the IRS.
- 10.**General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the Sweepstakes Prizes according to these Official Rules from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor shall not be deemed proof of receipt of that communication by Sponsor.
- 11. **Release and Limitations of Liability:** Neither Sponsor nor any of its affiliates, nor any Sponsor Persons (all of the foregoing, "Sponsor Entities"), is responsible for any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omissions, interruptions, deletions, or defects of any telephone networks, computer online systems, computer equipment, server providers, or software, including any injury or damage to an entrant's or any other person's computer relating to or resulting from participation in the Sweepstakes; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entries that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the internet or at any website; printing, typographical, human, or other errors; or any entries that are late, lost, incomplete,

or any combination thereof. Entries are considered only upon receipt. Submission of an entry is not considered proof of delivery or receipt. By entering, each entrant agrees to release Sponsor Entities (and each of them) from any and all claims and damages arising in connection with such entrant's participation and/or entry in the

Sweepstakes and/or his/her receipt or use of any component of any Sweepstakes Prizes, including any injury or harm resulting from any travel or activity related thereto. Any and all warranties and guarantees with respect to any component of any Sweepstakes Prize element are subject to the respective manufacturer's terms. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DAMAGE DUNN-EDWARDS' WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAWS. If by reason of a printing or other error, more Sweepstakes Prizes are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of Sweepstakes Prizes will be awarded.

- 12. **Entrant Indemnification Obligations:** By entering or participating in the Sweepstakes, each entrant agrees to defend, indemnify, release, and hold harmless the Sponsor Entities (and each of them) from and against any and all losses, demands, damages, rights, claims, actions, and liabilities of any kind arising out of or related to (1) the entrant's participation in the Sweepstakes, or (2) the entrant's participation in any Sweepstakes Prize-related activities (including, without limitation, any property loss, damage, personal injury, or death caused to any person(s)). Each entrant assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in the Sweepstakes or use or redemption of any Sweepstakes Prize.
- 13. Disputes: Except to the extent prohibited by law, each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes or any Sweepstake Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by appropriate state or federal courts located within Los Angeles County, California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; (3) under no circumstances will the entrant be permitted to obtain awards for, and the entrant hereby waives all rights to claim, indirect, punitive, incidental, consequential, or any other damages of any kind, save only actual outof-pocket expenses; and (4) the entrant hereby waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.
- 14. **Authorized Account Holder**: In the event of a dispute over the identity of an entrant, online entries will be deemed made by the authorized account holder of the e-mail address

submitted at the time of entry and/or used for the entry actions. The "authorized account holder" is deemed the natural person who is assigned to an email address by an Internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. A potential winner may be asked to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with a winning entry.

- 15. **Terms of Use; Personal Information; Publicity:** The Sweepstakes, the Sweepstakes entrants and the Sweepstakes entrants' personal information collected through the Sweepstakes are subject to Sponsor's Terms of Use found at https://www.dunnedwards.com/terms-of-use/ (including without limitation, Sponsor's Privacy Policy, which can be found at https://www.dunnedwards.com/about/privacy-policy). As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant, and each potential Sweepstakes Prize winner by accepting a Sweepstakes Prize, grants to Sponsor a perpetual, worldwide, royalty-free license and right to publicize, broadcast, display, and/or otherwise use the Sweepstakes entrant's name, city and state of residence, biographical and other likeness materials (collectively, "Licensed Rights") in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission, or approval. By entering the Sweepstakes, each entrant agrees to the Sponsor's Terms of Use (including without limitation, Sponsor's Privacy Policy) and the use of his or her personal information and Licensed Rights as described herein and therein.
- 16. **Winner List:** For a winner list, visit landing page https://www.dunnedwards.com/prosweepstakes/. The winner list will be posted after all winner confirmations are complete.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM.