Official Rules for Dunn-Edwards "Share Your Story" 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 "Share Your Story" 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: <u>marketing@dunnedwards.com</u>

4. **Eligibility:** The "Share Your Story" 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, July 9, 2024, at 6am PDT, and ends on Monday, September 30, 2024 at 11:59pm PDT ("Entry Period"). All entries must be received by Sponsor during the Entry 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". 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 disqualified.

6. **How to Enter:** Enter the "Share Your Story" Sweepstakes during the Entry Period by completing the questionnaire available on

https://www.cognitoforms.com/dunnedwardscorporation/shareyourstoryhowdoyouapplyahig herstandard.

The required information to complete the entry questionnaire is to provide your name, account number, company name, role at company, phone number, email, Dunn-Edwards sales representative, and postal code. You must also answer (3) three testimonial questions and, in addition to the Licensed Rights granted by you in paragraph 15 hereinbelow, confirm your willingness to sign a linked Name and Likeness Release form allowing Dunn-Edwards to use your name, likeness, story, etc. if you are chosen to be part of our 100th Anniversary content.

By completing the entry form, you agree to these Official Rules.

7. Selection and Redemption: On approximately October 1, 2024, Sponsor will randomly select one (1) winner to receive the Sweepstakes Prize. Upon verification of eligibility, the winner will be notified and must accept their Sweepstakes Prizes by October 15, 2024. The winner will receive the Sweepstakes Prize by mail or through a Dunn-Edwards sales representative.

8. Prizes: One (1) winner will receive the following prize (the "Sweepstakes Prize"):

- 5 "Apply A Higher Standard" t-shirts in size L
- 5 "Apply A Higher Standard" t-shirts in size XL
- 2 "Apply A Higher Standard" t-shirts in size 2XL
- \$500 Dunn-Edwards Merchandise Card

The Sponsor reserves the right to refuse Prizes to individuals the Sponsor believes are attempting to submit multiple entries under similar contact names.

Any ancillary Sweepstakes Prize details not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Sweepstakes Prize may not be transferred and must be accepted as awarded. Sponsor will not replace any lost or stolen Sweepstakes Prize 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 Prize is subject to and winners must abide by these Official Rules. The total Approximate Retail Value ("ARV") of the Sweepstakes Prize is \$589.88 The Sweepstakes Prize will be awarded as long as at least one eligible entry is 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 thereon, shall be the sole responsibility of the Sweepstakes Prize winner.

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 Prize 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 Administrator, nor any of its respective 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 GIVEAWAY 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, Sponsor purports to award the Sweepstakes Prize to more than one eligible entrant, such eligible entrants will be included in a random drawing to award the Sweepstakes Prize. No more than one Sweepstakes Prize 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 winner by accepting the Sweepstakes Prize, grants to Sponsor a perpetual, worldwide, royalty-free license and right to publicize, broadcast, display, and/or otherwise use such entrant's and/or winner'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 such entrant and/or winner 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.