

Dunn-Edwards “Roller Club” Painting Contractor Sweepstakes Official Rules

YOU MUST BE PRESENT AT THE COTATI PRO SHOW TO ENTER THE SWEEPSTAKES. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. GENERAL:** Participation in the “**Roller Club**” painting contractor sweepstakes (the “Sweepstakes”) constitutes the entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.
- 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 Department/“Roller Club”
Dunn-Edwards Corporation
6119 E. Washington Blvd.
Commerce, CA 90040 // email: marketing@dunnedwards.com
www.dunnedwards.com
- 4. SWEEPSTAKES PRIZE:** The Sweepstakes prize is a free one-year subscription to order Dunn-Edwards-branded roller covers for use in the prize winner’s contracted paint jobs or any other lawful use. The prize includes free shipping and handling to the winner’s designated address within a 100-mile radius of Sponsor’s Cotati, CA store location, and the prize winner will not be responsible for any prize-related sales tax. The prize winner must have a Sponsor purchasing account and will receive a credit to his/her Sponsor purchasing sub-account to order up to \$1,000 of roller covers in quarterly increments of up to \$250 (during each of July-Sept. 2023, Oct.-Dec. 2023, Jan.-March 2024, and April-June 2024). The approximate retail value ("ARV") of the Sweepstakes prize is \$1,000. The winner must place all orders using his/her Sponsor purchasing sub-account and through his/her Sponsor sales representative. The sub-account number will be provided by Sponsor. If the prize winner does not have a Sponsor purchasing account, they must open one. This prize carries no warranty other than that offered by the manufacturer, and is non-transferable. No substitutions or cash redemptions are allowed. Sponsor reserves the right to substitute a prize, or a component thereof, for cash of equal or greater value, if the designated prize should become unavailable for any reason.
- 5. ELIGIBILITY; ENTRY; DRAWING; TIMING; ODDS:** The Sweepstakes is open only to individuals (i) who are painting contractors with Sponsor purchasing accounts, (ii) who receive Sponsor’s invitation to participate in the Sweepstakes via the mail or upon the individual’s request at Sponsor’s Cotati, CA Pro Show, and (iii) who enter the Sweepstakes by depositing a ticket received from Sponsor into the designated box at the Cotati Pro Show before the drawing. **YOU MUST BE PRESENT AT THE COTATI PRO SHOW AND VERIFY YOUR STATUS AS A PAINTING CONTRACTOR WITH A SPONSOR PURCHASING ACCOUNT TO RECEIVE A TICKET AND**

ENTER THE SWEEPSTAKES. The Sweepstakes winner will be selected and announced via a random drawing at approximately 1 pm on Tuesday, June 27, 2023 from among all eligible tickets contained within the designated box at the Cotati Pro Show. The winner will be notified in-person if present at the drawing or within 24 hours via email, text or phone call. The drawing will be conducted by a Sponsor representative, whose decisions will be final and binding on all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received prior to the drawing time; 633 postcards were mailed to potentially eligible entrants. 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 ineligible to enter or win the Sweepstakes. All applicable federal, state, and local laws and regulations apply. Void where prohibited by law.

6. PUBLICITY: As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant, and each potential prize winner by accepting a 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, and biographical material 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.

7. TAXES; EXPENSES: Except for any sales tax as described above, all taxes on prizes, if any, and other expenses related to accepting and/or using a prize, are the sole responsibility of the prize winner. The prize winner will be issued an IRS Form 1099 for any calendar year in which the amount of the applicable ARV received by the prize winner equals or exceeds \$600.

8. ENTRY LIMIT: Each eligible individual may deposit one (1) ticket only. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Any attempt by an entrant to deposit more entries for which the entrant is eligible will void all the entrant's entries, and that entrant will be disqualified.

9. LIABILITY. Neither Sponsor nor any of its affiliates, nor any Sponsor Persons (all of the foregoing, "Sponsor Entities") are responsible for any incorrect or inaccurate entry information; human or other errors; 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; any entries that are late, lost or incomplete; or any combination thereof. Entries are considered only if timely deposited in accordance with these Official Rules. 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 element of any prize awarded in the Sweepstakes, including any injury or harm resulting from any travel or activity related thereto. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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.

10. SPONSOR'S RESERVATION OF RIGHTS: Entry materials that have been tampered with or altered are void. If the Sweepstakes is not capable of being run as planned for any reason, including without limitation, due to force majeure or infection by computer virus, bugs, tampering, unauthorized

intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process or otherwise acts in violation of these Official Rules, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prize in a drawing from among all eligible, non-suspect entries received prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy will be another entry into the Sweepstakes or a future sweepstakes.

11. 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 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 prize.

12. 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 prize awarded will be resolved individually, without resort to any form of class action, and exclusively by appropriate state or federal courts located within the State of California; (2) any and all claims, judgments, and awards will 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 out-of-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, will 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.

13. PERSONAL INFORMATION: Personal information collected in connection with the Sweepstakes is subject to Sponsor's Privacy Policy, which can be found at <https://www.dunnedwards.com/about/privacy-policy>. By entering the Sweepstakes, each entrant agrees to the use of his or her personal information as described herein and in Sponsor's Privacy Policy.

14. WINNER: For information about the winner, visit www.dunnedwards.com/cotatirollerclub. This information will be posted after the winner has been confirmed.