

Official Rules for Dunn-Edwards “Apply a Higher Standard T-Shirt” Giveaway

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

1. **General:** Participation in the "Apply a Higher Standard T-Shirt" Giveaway constitutes the entrant’s full and unconditional agreement to these Official Rules.

2. **Sponsor:** The "Sponsor" of the Giveaway is:

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

3. **Administrator:** The "Administrator" of the Giveaway is:

Marketing and Innovation Department
Dunn-Edwards Corporation
6119 E. Washington Blvd
Commerce, CA 90040
Email: marketing@dunnedwards.com

4. **Eligibility:** The "Apply a Higher Standard T-Shirt" Giveaway (“Giveaway”) 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 29, 2024, at 6am PDT, and ends on Monday, September 9, 2024 at 11:59pm PDT or while t-shirt supplies last (“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 Giveaway.

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:** There are three ways to enter the "Apply a Higher Standard T-Shirt" Giveaway during the Entry Period:

- A. (i) Complete the form available on https://share.hsforms.com/store.OWnsTPymTWY_RDfl4w3w4ol, and (ii) then redeem the coupon for a free t-shirt in any Dunn-Edwards store .
- B. (i) Visit dunnedwards.com, access the campaign image for the "Apply a Higher Standard T-Shirt" Giveaway on the homepage, and fill out the available entry form linked on the graphic, and (ii) then redeem the coupon for a free t-shirt in any Dunn-Edwards store.
- C. (i) Visit any Dunn-Edwards store during the Entry Period, scan the QR code on the "Apply a Higher Standard T-Shirt" signage, and fill out the available entry form linked through the scannable QR code, and (iii) then redeem the coupon for the free t-shirt at the store.

The required information to complete the entry form is to provide your name, account number, Dunn-Edwards sales representative, postal code, mobile number and/or email, and check the box to opt-in to receive promotional text and/or email messages.

By completing the entry form, you agree to (i) receive promotional messages, (ii) these [Giveaway Official Rules](#), and (iii) the [Promotional Mobile Messaging, Terms of Use & Privacy Policy](#). Reply STOP to cancel, HELP for help. Msg & data rates may apply. Msg frequency varies.

7. Redemption: After signing up for the free t-shirt during the Entry Period, a customer may redeem and receive their free "Apply a Higher Standard T-Shirt" at any Dunn-Edwards store or while supplies last during regular business hours. Sponsor has a supply of 9,970 "Apply a Higher Standard T-Shirts" set aside for this Giveaway, with a variable number of such t-shirts and sizes allocated to each Dunn-Edwards store. Sponsor has the right not to give away t-shirts from a Dunn-Edwards store once the supply for that store has run-out.

8. Prizes: Each coupon is valid for one (1) free "Apply a Higher Standard T-Shirt" (the "Giveaway Prize")

The Sponsor reserves the right to refuse the Giveaway Prize to individuals the Sponsor believes are attempting to submit multiple entries under similar contact names. Any ancillary Giveaway Prize details not specified in these Official Rules will be determined by Sponsor in its sole discretion. Giveaway Prizes may not be transferred and must be accepted as awarded. Sponsor will not replace any lost or stolen Giveaway Prizes or components thereof. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute one or more Giveaway 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 Giveaway Prize. The Giveaway Prize is subject to and winners must abide by these Official Rules. The total Approximate Retail Value of each Giveaway Prize is \$7.49. All Giveaway 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 Giveaway Prize-related expenses, including without limitation any and all federal, state and/or local taxes thereon, shall be the sole responsibility of each Giveaway Prize winner.

10. General Conditions: In the event that the operation, security, or administration of the Giveaway is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway; or (b) award the Giveaway 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 Giveaway, 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 Giveaway; 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 Giveaway and/or his/her receipt or use of any component of any Giveaway 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 Giveaway 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.

12. Entrant Indemnification Obligations: By entering or participating in the Giveaway, 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 Giveaway, or (2) the entrant's participation in any Giveaway 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 Giveaway or use or redemption of any Giveaway 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 Giveaway or any Giveaway 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 Giveaway, 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 Giveaway, 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 Giveaway, the Giveaway entrants and the Giveaway entrants' personal information collected through the Giveaway 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 Giveaway, except where prohibited by law, each entrant, and each recipient of a Giveaway 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 recipient'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 Giveaway, each such entrant and/or recipient 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.

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