

Official Rules for Dunn-Edwards “Flip Your Spec to Dunn-Edwards & Win Big!” 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 "Flip Your Spec to Dunn-Edwards & Win Big!" Sweepstakes constitutes the entrant's full and unconditional agreement to these Official Rules.

2. **Sponsor:** The "Sponsor" of the Sweepstakes is (and may be referred to herein as either Sponsor or Dunn-Edwards):

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

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

Sales Department
Dunn-Edwards Corporation
6119 E. Washington Blvd
Commerce, CA 90040
Email: dominika.bandyk@dunnedwards.com

4. **Eligibility and Limit:** The "Flip Your Spec to Dunn-Edwards & Win Big!" Sweepstakes is open only to individuals who are painting contractors, employees of painting contractors, general contractors or employees of general contractors located in the Northern California counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte County, El Dorado, Fresno County, Glenn County, Humboldt, Inyo, Kings, Lake County, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono County, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara County, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and, Yuba County. Entrants must be at least twenty one (21) years of age or older at the time of entry. Those not eligible to enter include 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). All applicable federal, state, and local laws and regulations apply. Void where prohibited by law.

5. **Entry Period:** Entries and the entry period will begin on 12:00am PST on Tuesday, October 1, 2024 and continue through 11:59pm PST on December 31, 2024 ("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.

Odds of winning depend on the number of eligible entries received during the Entry Period.

6. How to Enter: There are two ways to enter the "Flip Your Spec to Dunn-Edwards & Win Big!" Sweepstakes: All eligible entrants must set and keep an in-person or phone appointment with their Dunn-Edwards Outside Sales Representative ("OSR") and:

- A. Provide a copy of the original specification written by the architect and designating a paint distributor that is not Dunn-Edwards, specifically the 09900 Section Parts 1-3, to their OSR. A successful "flip" is defined as the process of replacing the non-Dunn-Edwards paint distributor originally listed in the project specification documents with Dunn-Edwards. Upon receipt of the original specification, Dunn-Edwards shall prepare and create a submittal or substitution to facilitate the flipping of the specification to Dunn-Edwards.
- B. Alternatively, eligible entrants may initiate their entry by discussing the process of flipping a specification with their OSR and requesting to be part of the sweepstakes.

Upon successful completion of the above-referenced alternative A or B, the OSR will enter the eligible entrant into the Sweepstakes. Eligible entrants may enter the Sweepstakes through alternative A or B multiple times during each month of the Entry Period, with no limit on the number of entries per entrant.

7. Selection and Redemption: Sponsor will randomly select two (2) winners from among the eligible participating entrants to receive one of the Sweepstakes Prizes and be notified by email and call from their OSR no later than January 31, 2025. Upon verification of eligibility, each winner will be notified and must accept their Sweepstakes Prize within 3 business days. Each winner is expected to collect their prize at an agreed upon Dunn-Edwards store. In the event of extenuating circumstances that prevent a winner from picking up the prize at the designated store, the winner may coordinate an alternative pickup arrangement with their OSR. If the winner fails to respond within the specified time, a new winner will be drawn from the eligible entrants, with this process continuing until March 1, 2025. After March 1, any unclaimed prizes will be returned to the vendor. Each winner is required to pick up their Sweepstakes Prize within 7 days of accepting such prize; failure to do so will result in the forfeiture of such prize. Such prize will then be offered to an alternate winner under the same conditions.

8. Prizes: Two (2) winners will each receive one (1) of the following prizes (the "Sweepstakes Prize"), which will be drawn in the order listed:

Grand Prize: \$1,000 Amazon gift card. (ARV: \$1,000)

Runner-Up: \$500 Dunn-Edwards gift card. (ARV: \$500)

The Sponsor reserves the right to refuse Sweepstakes Prizes to participants 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. A winning entrant 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 Prizes. The Sweepstakes Prizes are subject to and winners must abide by these Official Rules. Each of the two (2) Sweepstakes Prizes will be awarded as long as at least one eligible entry therefor 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 winners. Each winner of a Sweepstakes Prize with an ARV over \$600 shall be issued an IRS Form 1099 by the Sponsor showing such Sweepstakes Prize's ARV, which ARV shall also be reported by the Sponsor 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 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 appears to award one of the Sweepstakes Prizes to more than one eligible entrant, such eligible entrants will be included in a random drawing to award that Sweepstakes Prize. No more than one Sweepstakes Prize will be awarded to each winner.

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 Sweepstakes 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 the entrant's actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event shall the entrant be awarded any 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, 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 actions related to the entry. 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/pro-sweepstakes/>. The winner list will be posted after all winner confirmations are complete.

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