

Official Rules for Dunn-Edwards “Las Vegas T-Shirt and Titan 410” 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 "Las Vegas T-Shirt and Titan 410" 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 "Las Vegas T-Shirt and Titan 410" 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 Wednesday, November 13, 2024, at 6am PST, and ends on Thursday, December 12, 2024 at 11:59pm PST or while t-shirt supplies last ("Entry Period"). All entries must be received by Sponsor during the Entry Period. Entrants are also eligible to win a prize during this 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 two ways to enter the "Las Vegas T-Shirt and Titan 410" Giveaway during the Entry Period:

- A. (i) Complete the form available on <https://share.hsforms.com/1Q03PD2Z4TLuAjj4pyFaxSA3w4ol>, and (ii) then redeem the coupon for a free t-shirt at the Las Vegas Valley View - 038 Dunn-Edwards store (the "T-Shirt Prize").
- B. (i) Scan the QR code on the "Las Vegas T-Shirt and Titan 410" sign or flyer as seen in-store or as provided by a Dunn-Edwards representative and (ii) fill out the available entry form linked through the scannable QR code, and (iii) then redeem the coupon for the T-Shirt Prize at the Las Vegas Valley View - 038 Dunn-Edwards store.

The required information to complete the entry form is to provide your name, postal code, mobile phone number, company phone number, email, and contact type, 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.

In addition to the T-Shirt Prize, each entrant will automatically be entered for a chance to win a Titan 410 T532-052 paint sprayer (the "Grand Prize").

7. Selection and Redemption: As indicated above, after signing up for the free T-Shirt Prize during the Entry Period, an eligible entrant may redeem and receive their T-Shirt Prize at the Las Vegas Valley View - 038 Dunn-Edwards store only while supplies last during regular business hours. Available T-Shirt Prize SKUs and sizes are DE-T-LV-MED, DE-T-LV-LG, DE-T-LV-XL, DE-T-LV-XXL. Sponsor has the right not to give away T-Shirt Prizes once the supply has run-out. In addition, no later than Friday, December 13, 2024, Sponsor will randomly select one (1) winner from among the eligible participating entrants to receive the Grand Prize. Upon verification of eligibility, the Grand Prize winner will be notified by email and call from their Dunn-Edwards sales representative no later than Friday, December 13, 2024. The winner must accept the Grand Prize within 3 business days after being notified and must collect their prize at the Las Vegas Valley View - 038 Dunn-Edwards store within 5 business days after being notified. If the initial winner fails to accept or collect the Grand Prize within either of the specified deadlines referenced above, the initial winner will forfeit the prize and a new winner will be promptly drawn from the eligible entrants and subject to the same deadlines and other terms and conditions of these Official Rules, with this process continuing until Friday, December 27, 2024. After such date, if the Grand Prize is still unclaimed it will be returned to Sponsor.

8. Prizes: Each eligible entrant will be offered and may accept one (1) free T-Shirt Prize while supplies last. The total Approximate Retail Value ("ARV") of each T-Shirt Prize is \$3.99.

In addition to the T-Shirt Prize, each eligible entrant will automatically be entered for a chance to win the Grand Prize. The total ARV of the Grand Prize is \$999.00.

The Sponsor reserves the right to refuse to provide either prize to individuals the Sponsor believes are attempting to submit multiple entries under similar contact names. Any ancillary prize details not specified in these Official Rules will be determined by Sponsor in its sole discretion. Prizes may not be transferred and must be accepted as awarded. Sponsor will not replace any lost or stolen prizes or components thereof. A winning entrant may not request cash or a substitute prize; however, Sponsor reserves the right to substitute either prize with another prize or prizes of equal or greater value, any or all of which will be considered to be part of the applicable prize. The T-Shirt Prize and Grand Prize are subject to and winners must abide by these Official Rules. All 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 T-Shirt Prize or Grand Prize-related expenses, including without limitation any and all federal, state and/or local taxes thereon, shall be the sole responsibility of each T-Shirt Prize or Grand Prize winner. The winner of the Grand Prize shall be issued an IRS Form 1099 by the Sponsor showing the Grand Prize's total ARV, which ARV will also be reported by the Sponsor to the IRS.

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 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 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 T-Shirt Prize or Grand 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-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 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 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 T-Shirt Prize or Grand 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.

14. WINNER: For information about the Grand Prize winner, visit <https://www.dunnedwards.com/pro-sweepstakes>. This information will be posted after the Grand Prize winner has been confirmed.

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