

# RATE & WIN SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE ODDS OF WINNING.  
VOID WHERE PROHIBITED.**

**1. PROMOTION TIMING:** This BEHR Rate & Win Sweepstakes (the "**SWEEPSTAKES.**") begins at 12:01 A.M. Pacific Time ("**PT**") on January 29, 2024 and ends December 31, 2024 at 11:59 P.M. PT ("**PROMOTION PERIOD**").

**2. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older and are physically domiciled in the United States or the District of Columbia as of date of entry. Employees of the following companies or their respective parent, subsidiaries or affiliate companies or promotion agencies are not eligible: Behr Paint Company ("**SPONSOR**"), The Home Depot, Masco Corporation, any of their subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies, or any retailer of any products of Behr Paint Company. Immediate family members (spouses, parents, children, and siblings and their spouses) of such employees and/or persons living in the same household of such employees (whether or not related) are also not eligible. Void outside the fifty (50) United States and the District of Columbia and where prohibited or restricted by law. All applicable federal, state and local laws apply. By entering, participants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. By entering the Sweepstakes, you agree to make a disclosure with your entry as provided on the Rating and Review submission form to be eligible to participate in the Sweepstakes.

**3. HOW TO ENTER:** You may enter the Sweepstakes as set forth below.

1. Submit a Rating and Review (a "**REVIEW**") at <https://www.behr.com/consumer/products/ratings-and-reviews> (the "Behr Website")
2. Select "Write a Review" to be redirected to the Ratings and Reviews submission page.
3. Complete all of the required information, including a valid email address, and follow the instructions for submitting a Review. By entering the Sweepstakes, you agree to make a disclosure with your entry as provided on the Rating and Review submission form to be eligible to participate in the Sweepstakes.

You must follow the online instructions and comply with the "Review Guidelines" and the "Ratings and Reviews Terms of Use," which are available at <http://www.behr.com/consumer/ratings-and-review-terms-of-use> and are incorporated herein by reference. Your Review will not be eligible as an entry in Rate & Win if you do not comply with the appropriate Guidelines and Terms of Use. Only Reviews that are posted on the Behr Website will result in an online entry. Photos may be included but are not required and must comply with the Guidelines and Terms of Use. You may submit one (1) Review per product for as many products as you like for posting; however, **THE MAXIMUM NUMBER OF ENTRIES YOU WILL RECEIVE IS ONE (1) ENTRY PER PERSON/EMAIL ADDRESS IN THIS SWEEPSTAKES, PER ENTRY PERIOD. LIMIT ONE (1) ENTRY PER PERSON/EMAIL ADDRESS (WHETHER SUBMITTED ONLINE OR THROUGH THE ALTERNATE METHOD OF ENTRY PROVIDED IN PARAGRAPH 4 BELOW).** Proof of sending or submission will not be deemed proof of receipt by Sponsor. You cannot change your Review after it has been submitted. Reviews become the sole property of Sponsor and will not be returned.

**4. ALTERNATE METHOD OF ENTRY:** In the alternative, if you do not wish to enter the Promotion by submitting an entry as described above, you may enter the Promotion by providing your contact information here: <https://spr.ly/6002RcD54>

**5. DISQUALIFYING EVENTS:** You must submit a valid email address when you submit any entry. Any attempt by a potential entrant to obtain more than the maximum number of entries (whether online, by alternative method of entry or any combination) by using multiple emails, identities, registrations, logins, sending more than the permitted number of entries, or any other methods will void that participant's entry and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Any entry that fails to comply with the requirements referred to in Paragraph 3 above or that is otherwise deemed inappropriate or unsuitable for posting on the Behr Website, in the Sponsor's sole discretion, will not be posted (or may be taken down after posting) and will disqualify the potential entrant from receiving an eligible entry for that submission. Without limiting the generality of the foregoing, any Review, Photo or Story submitted for posting on the Behr Website that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, or mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, defames, misrepresents or contains disparaging remarks about other people or companies, contains any personal identification, such as license plate numbers personal names, email addresses or street addresses or is otherwise objectionable, will disqualify the Review, as the case may be, from posting and will not count as an entry.

**6. RANDOM DRAWING & NOTIFICATION:** Around two weeks after the end of the Entry Period, the potential winner of the Sweepstakes will be selected in a random drawing from all eligible entries received during the Entry Period to determine the one (1) winner for the Entry Period. The odds of winning depend on the total number of eligible Entries received during the Entry Period. The potential winner will be notified by email. The potential winner will be required to provide a mailing address and may also be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and/or an IRS W-9 Form within seven (7) calendar days of notification by Sponsor. A potential winner will not be declared an official winner and the prize may be forfeited and will be awarded to another entrant who is randomly selected if (i) any prize notification or any prize is returned as undeliverable, (ii) any prize is returned as undeliverable, (iii) a proper mailing address is not specified, (iv) a potential winner fails to provide his or her contact information within seven (7) calendar days after notification by Sponsor or fails to return an Affidavit of Eligibility, Liability Release and Publicity Release and/or an IRS W-9 Form within the time specified above, (v) a potential winner is determined by Sponsor, in its sole discretion, to be ineligible, (vi) a potential winner declines the prize, or (vii) a potential winner is otherwise not in compliance with these Official Rules. Sponsor shall not be responsible for any delays in awarding any prize for any reason, and in no event will Sponsor conduct more than three (3) attempts to contact a potential winner before forfeiting a prize.

**7. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV").** There will be one (1) Sweepstakes Prize during the Entry Period consisting of one (1) \$1,000 The Home Depot® eGift Card.\* The winner is responsible for all federal, state, and local taxes. The prize is not transferable or assignable and may not be substituted or redeemed for cash either in whole or in part. No cash or other substitution may be made except by Sponsor, who reserves the right, in Sponsor's sole discretion, to substitute the prize with another prize of equal or greater value. Gift cards may be subject to additional terms and conditions imposed by the issuer. Sponsor will not be responsible for any lost, mutilated, or stolen gift card. The total ARV of the prize of the Sweepstakes is \$1,000.

**8. GENERAL CONDITIONS:** The following terms of this Paragraph 8 and the terms of Paragraphs 9 through 12 below apply to the Sweepstakes.

- a. By entering the Sweepstakes, all participants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and legally binding in all matters relating to this Sweepstakes.

- b. All participants, as a condition of entry, agree that they have not purchased any kind of Internet service or made any expenditure whatsoever (other than on their submission of the product reviewed or story) in order to participate in and/or enter the Sweepstakes. Normal Internet access and usage charges imposed by your online service may apply.
- c. In the event of a dispute regarding the identity of an entrant and/or the Sweepstakes Winner based upon an email address, an entry will be deemed submitted by the authorized account holder of the email address provided, but only if that person meets all other eligible criteria, as determined in the sole discretion of the Sponsor. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.
- d. By entering, the winner grants Sponsor and its designees the right to use winner's name, likeness, voice, statements, opinions and biographical information for advertising, promotion and other purposes in any and all media now known or hereafter devised, worldwide without limitation and without additional compensation, permission or notification, except where prohibited by law.
- e. Persons who tamper with or abuse any aspect of this Sweepstakes or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right, as its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if it is not capable of running as planned, including, but not limited to, tampering, unauthorized intervention, fraud, technical or phone line failures or any other problems beyond the control of the Sponsor, and to award the prize based on a drawing among all eligible entries received prior to cancellation.
- f. By entering, participant represents that their Review is original, truthful and will not constitute defamation or an invasion of privacy or otherwise infringe upon the rights of any third party, and that the participant owns or has the rights to convey any and all right and title in such review. In addition, by entering, participant grants to Sponsor a non-exclusive, irrevocable, royalty-free transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and /or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to the entrant at any time in the future for any purpose, without further permission, notice or compensation (except where prohibited by law).

- g. Online entries on the Behr Website are governed by Sponsor's Privacy Policy, which may be accessed by clicking on the links at the bottom of the home page of Sponsor's website at <https://www.behr.com/consumer/privacy-policy>.

**9. DISCLAIMERS & RELEASES:** By entering the Sweepstakes, entrants, to the maximum extent permitted by law, hereby release and hold harmless Sponsor, Masco Corporation, and each of their advertising and promotion agencies, and each of their respective officers, directors, employees, and agents (collectively, "**RELEASED PARTIES**"), from and against any liability, claims, lawsuits, judgments, losses, damages of any kind, injuries, death, property damage, costs and expenses, arising from, resulting from or in connection with the Sweepstakes, the participation in the Sweepstakes, or the receipt, possession, use or misuse of any prize. Released Parties are not responsible for lost, late, incomplete, inaccurate, delayed, misdirected or undelivered mail or online entries or other errors or difficulties of any kind whether human, mechanical, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the winner, or in any Sweepstakes-related materials. Released Parties are not responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for any technical failure that may occur with posting of any Review, Story, or Photo. Proof of sending or submission is not proof of receipt. If the Behr Website goes down or for any other reason Sponsor is unable to accept online entries in connection with this Sweepstakes, Released Parties are not responsible, but will make a good faith effort to remedy the problem as quickly as possible.

**10. DISPUTES:** Except where prohibited, each participant agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) the participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participants and Sponsor in connection with this Sweepstakes, shall be governed by and construed in accordance with the laws of New York without giving effect to any choice of law or conflict

of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of New York.

**11. WINNERS' LIST:** For the names of the winners, please visit <https://www.behr.com/consumer/2024-rate-and-win-sweepstakes-official-rules/>.

**12. SPONSOR:** Behr Paint Company, 1801 E. St. Andrew Place, Santa Ana, CA 92705.

\* THE HOME DEPOT is a trademark of Homer TLC, Inc. The Home Depot is not a sponsor of this Sweepstakes.

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