

**BEHR 2024 COLOR OF THE YEAR SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. SWEEPSTAKES MAY ONLY BE ENTERED IN OR FROM THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC) AND ENTRIES ORIGINATING FROM ANY OTHER JURISDICTION ARE NOT ELIGIBLE FOR ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. INTERNET ACCESS AND INSTAGRAM ACCOUNT ARE REQUIRED TO ENTER.

ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, JURY TRIAL OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.

- PROMOTION PERIOD.** The **BEHR 2024 Color of the Year Sweepstakes** (the “**Promotion**”) begins on or about **12:00 AM Pacific Standard Time (“PST”) on 08/16/2023** and ends at **11:59 PM PST on 09/09/2023** (the “**Promotion Period**”). The clock on the Sponsor’s server shall be the official time keeping device for this Promotion. Entrants are solely responsible for determining the corresponding time zone in their respective jurisdictions. **The promotion shall consist of five separate and unique entry and drawings periods, as described below (each an “Entry Period”).**

Entry Period	Entry starts at 12:00 a.m. PST	Entry ends at 11:59 p.m. PST	Anticipated drawing date:
Entry Period #1	8/16/23	8/20/23	8/25/23
Entry Period #2	8/21/23	8/25/23	8/30/23
Entry Period #3	8/26/23	8/30/23	9/4/23
Entry Period #4	8/31/23	9/4/23	9/9/23
Entry Period #5	9/5/23	9/9/23	9/14/23

NOTE: Once an entry is made it WILL NOT be carried forward to any other remaining drawings (if any remain). To participate in each Entry Period, you must enter one time during each Entry Period.

- ELIGIBILITY.** The Promotion is open only to individuals who at the time of entry (a) are legal residents of and domiciled in the fifty (50) United States or the District of Columbia (“**U.S.**”), or Canada (excluding Quebec) (“**Canada**”) and (b) are at least 18 years of age or the age of majority in the state you reside. The following individuals are not eligible to participate: (i) employees of **Behr Paint Company** (“**Sponsor**”), Masco Corporation (“**MASCO**”), any of their subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies (collectively referred to as the “**Promotion Entities**”); (ii) family members (spouse, parents, domestic partner, siblings, children and in-laws, including step and foster relations) of any individual referred to in clause (i); and (iii) persons living in the

same household (whether or not related) with any person referred to in clause (i) or (ii) above. Void outside the U.S. or Canada, and where prohibited or restricted by law.

3. **HOW TO ENTER.** To enter this Promotion during the Promotion Period:

- Visit the Behr Instagram account at: <https://www.instagram.com/behrpaint/>.
- Find the BEHR Color of the Year Sweepstakes in-feed post during an Entry Period (as described in Section 1, above). A new in-feed post will be posted at the start of each entry Period (on August 16th, August 21st, August 26th, August 31st, and September 5th)
- Follow all instructions in the post caption to complete and submit the Promotion entry (an “**Entry**”) by following **@behrpaint**, comment which room you’d paint Cracked Pepper and “**#BEHRSweepstakes** (collectively an “**Entry**”)
- Mention a friend in a comment and earn one additional Entry. **LIMIT: One extra Entry per post.**
- All required information must be included for the entry to be eligible.

You must have an Instagram account to enter. If you do not have an Instagram account, you may make one for free.

INSTAGRAM: Sweepstakes Entities are not responsible for any changes or unavailability of the Instagram service that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor’s ability to use Instagram for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices or communicate with Sponsor via Instagram, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. It is a potential winner’s responsibility to set his/her Social Media Account as applicable, to accept contacts by Sponsor and to timely check such account for any Sponsor direct messages.

All entries become the property of Sponsor and will not be acknowledged or returned. **Limit one(1) Entry per person during each Entry Period (excluding bonus extra Entry), regardless of method of entry.** Proof of sending or submitting an Entry will not be deemed proof of receipt by Sponsor, or eligibility for the Promotion.

4. **ENTRY SPECIFICS:** Entrants may not enter through a sweepstakes club (or similar method whether or not paid), with multiple identities, devices, accounts, registrations, e-mail addresses, IP addresses, and/or phone numbers, nor shall entrants use any other device or artifice to enter or participate. Entries may only be submitted by a single registered user; group or commercial submissions are not permissible. Any suspected use of artifice, cheating, fraud, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, script, programmed or like methods as determined in Sponsor’s sole and absolute discretion, will void all such entries by such methods, and disqualify any entrant suspected of using/benefitting from such methods. Without limiting the foregoing, Sponsor has the right to verify entrants’ eligibility and compliance with these Official Rules and, on the basis of its investigation, to disqualify any entry/entrant at any time during or after the Promotion Period and require immediate Prize return in-full if applicable. Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, illegible, delayed, destroyed, damaged, not received, undelivered, postage due, or misdirected entries (in whole or in part). Entries must be complete, compliant, submitted via the method of entry communicated herein, and received by Sponsor within the time stated. Entries submitted via any other entry method will not be accepted.

Use of Mobile Device (as applicable) to Enter. Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to entry via mobile device. Promotion may not be available via all mobile carriers. **Normal messaging and data rates may apply** to internet access via mobile devices. Other charges may apply; check your mobile plan for rates/details. Consent is not a condition of any purchase.

Use of Social Media Platform (as applicable) to Enter: You may use only one handle and the same account to enter, unless otherwise expressly permitted by these Rules. Your account must be set to “public” and may not be “private”. Entries may be subject to public viewing, streaming (i.e. “digital transmission”), downloading (i.e. “digital distribution”), and public comments, including but not limited to being forwarded, re-grammed, re-tweeted, and otherwise posted, for commercial and non-commercial purposes, throughout Sponsor’s, MASCO’s and (unrelated) third parties’ digital and off-line social media, marketing and advertising properties. A delay may occur between uploading an Entry and availability into the public gallery, if any. While you may mention, tag, forward or share with family, friends and contacts, do not engage in phishing or spamming. Apparent or suspected phishing or spamming, or the use of any duplicate accounts, false identities, unauthorized methods or automated systems to participate, or to acquire (unauthentic) Entries, referrals, Likes or Follows, etc. is prohibited, as is posting content to irrelevant or inappropriate sites to obtain Entry, and, if discovered at any time may void the applicable Entry and Entrant suspected of using/benefitting from such methods in Sponsor’s sole and absolute discretion. Entrants’ use of the respective social media platform used to facilitate Entry must comply with and be in accordance with its respective Terms of Use, Terms of Service and Policies. The Promotion is in no way sponsored, endorsed, administered by or associated with any social media platform used to facilitate, execute or advertise the Promotion. Instagram and any other social media platforms on which the Promotion is promoted, advertised, or executed and each of their respective parent companies, subsidiaries, affiliates, officers, directors or employees (collectively, “**Social Media Released Parties**”) shall be released and have no liability for this Promotion, unless the liability is directly caused by such Social Media Platform. Entrants are providing their own information to Sponsor and not to such social media platform. Instagram is not a Sponsor of this Promotion.

5. **AGREEMENT TO OFFICIAL RULES.** All Entries and participation in this Promotion shall be governed by these Official Rules (“Rules”) and the Sponsor’s, [Terms of Use](#) and [Privacy Policy](#) (incorporated herein by reference). By participating in the Promotion, each entrant fully and unconditionally agrees to be bound to and accepts these Official Rules, Terms of Use and Privacy Policy, and any additional terms and conditions specific to the Promotion communicated by Sponsor. By participating, Entrants further agree to be bound to the decisions of the Sponsor (and its authorized representatives) which are final and legally binding in all matters. By submitting an Entry, entrants agree to be contacted by Sponsor with notices and reminders pertaining to the Promotion and in accordance with its Privacy Policy.

6. **WINNER SELECTION.** Random Drawings will be conducted by the Administrator, based on the schedule included in Section 1, above, to select one (1) Winner (“**Prize Winner**”) in each Entry Period, from all eligible entries received during each relevant Entry Period. Odds of winning depend on the total number of eligible Entries received during the relevant Drawing Period.

7. **NOTIFICATION AND REQUIREMENTS OF POTENTIAL WINNER(S).** Each potential Prize Winner will be initially contacted via direct message and may be required to provide an email and/or mailing address, and may also be required, within the time specified by Sponsor, to sign and return **an Affidavit (or a Declaration if Canadian)** of Eligibility, Liability and Publicity Release (except where prohibited by law), an IRS W-9 (U.S. only) Form within seven (7) calendar days of notification by Sponsor or Administrator, and/or any additional documentation required for Prize fulfillment or by Prize suppliers (“**Prize Documentation**”). The Prize will be forfeited if: (i) any Prize notification or any Prize is ignored, declined, unclaimed, returned, unresponsive, untimely, undeliverable, misdirected (including into spam or junk folders), or unredeemed, (ii) Sponsor is unable to contact a potential winner within two (2) separate attempts, (iii) a potential winner fails to provide necessary information or fails to return any Prize Documentation within the time specified, (iv) a potential Prize Winner is determined by Sponsor at any time, in its sole discretion, to be ineligible, or otherwise not in compliance with these Official Rules or any Prize Documentation. In the event none (or insufficient) eligible Entries are received for a particular Prize level, that Prize will NOT be awarded. The Promotion Entities are not responsible for any delay in awarding any Prize.

IMPORTANT NOTE: To be eligible to receive a Prize, if the selected potential winner is Canadian they must first correctly answer within the time allotted, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question provided by Sponsor.

8. **PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”).** Assuming sufficient eligible Entries are received, the following Prizes are available to be awarded, subject to eligibility, compliance and verification of each potential winner:

One (1) Prize Winner for each Entry Period will receive \$10,000 USD (approx. \$13,164.50 CAN) (collectively the “Prize”). No more than 5 (five) Prizes will be awarded in the Promotion. Each Prize will be awarded in the form of a check payable to the winner.

Total ARV of all Prizes: **\$50,000 USD (approx. \$65,822.50 CAN)**

Limit one (1) Prize per person, during the entire Promotion. Each Prize is nontransferable and non-refundable and must be accepted as a whole, as awarded. All applicable reporting requirements and payment of any and all taxes (including federal, state, and local income taxes for U.S. winners), duties, and the like, if any, are the sole responsibility of a Prize Winner. No assignment, or transfer of Prize in whole or in part by Winner is permitted. Winner shall not be entitled to the difference between the stated ARV and the actual price of the Prize selected. If applicable, gift cards/certificates are subject to terms and conditions established by the issuer and communicated at time of Prize award, are provided for promotional purposes only and, unless otherwise stated or required by law, are not redeemable for cash. Prize will not be replaced by Promotion Entities if lost, stolen, damaged or destroyed. Only the number of Prizes stated in these Official Rules is/are available to be awarded in the Promotion. In no event is Sponsor responsible for awarding different Prizes, more Prizes, or Prizes in greater denomination than the number of Prizes or amounts stated herein. All details and other restrictions of Prizes not specified in these Official Rules will be determined by Sponsor in its absolute discretion. Sponsor shall have the right, where necessary, not to award a Prize, to undertake all action and/or require further information as is reasonable to protect itself, or

any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in awarding the Prize to any potential Prize Winner.

WITHOUT LIMITING ANY MANUFACTURER WARRANTIES, THE PROMOTION ENTITIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, AS TO THE AVAILABILITY, QUALITY OR CONDITION OF A PRIZE AND EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **GENERAL CONDITIONS.** These Official Rules shall control and serve to clarify any confusion, discrepancy, error or mistake communicated (at any time before, during, or after the Promotion or any part thereof) in any and all media or by any person or entity. In the event of a dispute as to the identity of an online or social media entrant, the authorized account holder of the email address or social media account used to enter, will be deemed to be the entrant, but only if such person meets all other eligibility criteria. "Authorized account holder" of an email address or social media account is defined as the natural person who is assigned to an email address or social media account by an internet access service provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses or accounts for the domain associated with the submitted email address or social media account.

Sponsor reserves the absolute right to disqualify and/or immediately remove any Entry/entrant in whole or in part for any reason within its sole and absolute discretion. Without limiting the foregoing, Entries will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or will have a detrimental impact on Sponsor, this Promotion, or any of Sponsor's brands, products or services. Furthermore, if an Entry, for any reason whatsoever, garners comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/entrant and remove any such Entry. Without limiting the foregoing, an entrant may be disqualified from the Promotion if, in Sponsor's (or its authorized representative's) absolute discretion, it reasonably believes the entrant has, is suspected of, appears to, or has attempted to undermine or tamper with the entry process or any other legitimate operation of the Promotion or any element thereof, or is suspected at any time of engaging in artifice, cheating, deception, fraud, using artificial intelligence, using multiple identities/accounts/addresses, engaging in illegal, harmful, dangerous, or obnoxious behavior, or other unfair practices, or has or attempts to annoy, abuse, threaten, harass, or intimidate or cause harm to any other person or any of the Promotion Entities.

10. **RELEASE & INDEMNIFICATION.** As a condition of entering this Promotion, each entrant agrees, and as a condition of being awarded a Prize, each Prize Winner agrees, to the maximum extent permitted by law, to release, indemnify and hold harmless Sponsor, Masco Corporation, all other Promotion Entities, their respective subsidiaries or affiliate companies, their advertising, marketing or promotional agencies and each such company's respective officers, employees, directors, representatives, contractors and agents and all others associated with the development and execution of this Promotion (individually and collectively, the "**Released Parties**"), from and against any and all threatened or actual claims, causes of actions, lawsuits, demands, judgments, costs and expenses (including reasonable attorneys' fees), losses, settlements (whether or not litigation is commenced), liabilities and damages of any kind whatsoever, including but not limited to injuries, death or losses to persons or property arising at any time from or relating to, in whole or in part, this Promotion, submitting an entry or otherwise participating

in (or inability to participate in) any aspect of this Promotion, the receipt, ownership, possession, use or misuse of any Prize, participation in (or inability to participate in) any Prize-related activities, or any actual or alleged breach by entrant of these Official Rules. Entrants covenant not to sue any of the Released Parties or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind these releases to the fullest extent permitted by law. A waiver by one or more of the Released Parties of any term in these Official Rules does not constitute a waiver of any other provision. Any invalid, illegal or unenforceable provision shall be deemed severed from these Official Rules only to the extent of its invalidity, illegality or unenforceability, and these Official Rules shall be construed and enforced as if they did not contain the stricken provision.

11. **LIMITATIONS OF LIABILITY.** The Promotion Entities are not responsible for any computer, device, telephone, satellite, cable, wi-fi, platform, network, electronic or Internet hardware or software malfunctions, communication or other failures, connections, or availability; or garbled, corrupt, or jumbled transmissions, service provider/Internet/website use, net accessibility, incompatibility, availability or traffic congestion; or any technical, mechanical, printing, typographical or other error, unauthorized human access or intervention, or the incorrect or inaccurate capture of Entry, or registration information, nor the failure to capture, collect or loss of, any such information. The Promotion Entities are not responsible for any incorrect or inaccurate information or unauthorized or illegal access to information, whether caused by any users, tampering, hacking, or by any of the equipment or programming associated with or used in the Promotion. Promotion Entities are not responsible for any damage to Entrants or to any person's computer, device or account related to or resulting from participation in the Promotion.

If, for any reason, the Promotion, or any element thereof is not capable of running as planned, or there are causes which Sponsor or Administrator consider, in their discretion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any part thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion, or any element thereof and may select the winner(s) (for the applicable Prize levels) from eligible, uncompromised Entries received prior to the action but only if deemed fair by Sponsor. If because of interference, technical, typographical, mechanical or other errors or for any other reason, there are more claims for a Prize than Prizes offered as stated in these Official Rules, a random drawing may be held among all eligible claimants in such category to award such Prize but only if deemed fair by Sponsor.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, PARTICIPATION IN PROMOTION AND/OR PRIZE RELATED ACTIVITIES, THE USE OR MISUSE OF A PRIZE, ACCESS TO AND USE OF ANY PARTICIPATING SITES/WEBSITES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES/WEBSITES ASSOCIATED WITH THIS PROMOTION.

12. **PUBLICITY RELEASE.** By entering and/or accepting a Prize, entrants and Prize Winners hereby irrevocably consent, where lawful, to the taking, recording, and use (but without

obligation) by Sponsor, MASCO (and their affiliated companies and their respective authorized representatives) of their Entry, and name, image, photographs, videotape, likeness, hometown/state, biographical information, voice, as well as any statements made by Prize Winner regarding the Promotion or Sponsor (provided they are true), for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, and including but not limited to Sponsor's, MASCO's and unrelated third party social media sites, without additional compensation, and without the right of review, notification or approval.

13. **FORCE MAJEURE.** Promotion Entities shall not be liable to entrants, Prize Winners or any other person or entity for failure to execute the Promotion or supply a Prize, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity [whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid], equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, epidemic or pandemic, any delay or cancellation, or any similar or dissimilar event beyond their reasonable control.
14. **DISPUTES/ARBITRATION.** If any dispute, claim or controversy arising out of or related to the Promotion or these Official Rules cannot be resolved informally between Sponsor and entrant, then such matter shall be submitted for binding arbitration. Binding arbitration shall take place in the State of Michigan, Wayne County, and shall be administered by a neutral one-person arbitrator pursuant to the rules of the American Arbitration Association. The arbitration shall apply Michigan law, without regard to conflict of law rules. The language of the arbitration proceeding shall be English. The provisions of this Section may be enforced in a court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses (including reasonable attorney fees), to be paid by the party against whom enforcement is ordered. The arbitration award shall be final, binding on the parties, not subject to appeal, and enforceable by any court having jurisdiction over the necessary party or its assets. Neither party shall initiate any action in a court of law except for enforcement of a settlement or arbitration award, provided that either party may apply to any court of competent jurisdiction for injunctive or other equitable relief as may be necessary to protect such party's intellectual property rights and confidential information.
15. **PRIVACY POLICY.** To see how Sponsor may use personal information obtained in connection with this Promotion, see Sponsor's Privacy Policy at <http://www.behr.com/privacypolicy>. ***By accepting these Official Rules, entrant is giving the Sponsor and MASCO consent to collect, access, store and use entrant's personally identifiable information submitted with entry in accordance with these Official Rules, and for the purpose of administering the Promotion, in accordance with its respective privacy policies.***
16. **WINNERS' LIST.** For the names of the winners send a self-addressed stamped envelope to: Behr 2024 Color of the Year Winners, PO Box 368, E. Falmouth, MA 02556-368. Requests must be received by 9/30/23.
17. **SPONSOR.** The Sponsor of this Promotion is Behr Paint Company.

By entering this Promotion, each participant acknowledges that this Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Participants agree to release Instagram from all liability related to this Promotion. Participants understand that they are providing their own information to Behr Paint Company and not to Instagram.

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