

BEHR PROCESS LLC

BEHR & KILZ PRO UGC SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY. TRADE PROMOTION NOT OPEN TO THE GENERAL PUBLIC. PURCHASE WILL NOT INCREASE ODDS OF WINNING. VOID WHERE PROHIBITED.

1. **PROMOTION TIMING.** The BEHR & KILZ PRO UGC SWEEPSTAKES (the “**Promotion**”) begins on or about 9:00 A.M. Pacific Time (“PT”) on August 14, 2026, and ends at 11:59 P.M. PT on September 13, 2026 (the “**Promotion Period**”).
2. **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, and (b) are at least 18 years of age. The following individuals are not eligible to participate: (i) employees of Behr Paint Company (“**Sponsor**”) or Masco Corporation, any of their subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies; (ii) family members (spouse, parents, siblings, children and in-laws) 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. This Promotion is subject to all federal, state, and local laws and regulations and is void (a) outside the 50 United States and the District of Columbia, and (b) where prohibited by law.
3. **HOW TO ENTER.**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, OR SUBMISSION OF USER-GENERATED CONTENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

There are two (2) ways to enter the Promotion during the Promotion Period:

Method A – Instagram Entry

You must have a valid Instagram account to participate. If you do not have an Instagram account, you may create one free of charge.

During the Promotion Period, visit the BEHR Pro Instagram account at <https://www.instagram.com/behrrpro> and/or the KILZ Instagram account at <https://www.instagram.com/kilzbrand>. Locate the BEHR x KILZ Pro UGC Sweepstakes post and follow the instructions provided in the post caption.

To receive one (1) entry:

- Follow @behrpro and @kilzbrand on Instagram;
- Create and publish an original post on your own public Instagram account featuring BEHR® paint and/or KILZ® primer ("Post"); and
- Include the hashtag #MyBehrEntry in the Post.

Method B – Alternate Method of Entry ("AMOE")

- To enter without submitting user-generated content, making a purchase, or providing any other consideration, visit <https://kilz.wyng.com/6a60ddc6c735c7bfccf9a98a> [kilz.wyng.com] and complete the online entry form with your full legal name, valid email address, telephone number, and mailing address. and complete the online entry form with your full legal name, valid email address, telephone number, and mailing address.

All required information must be completed for the Entry to be eligible.

If another person is shown in the Post, regardless of format (including but not limited to Reels, collaboration posts, or any other Instagram format), such individuals must be 18 years of age or older or the age of majority in the jurisdiction in which they reside, whichever is older. **By submitting an Entry that depicts any third party, Entrant represents and warrants that Entrant has obtained the prior written consent of each such individual to appear in the Post and to the use of such individual's name, image, and likeness in connection with this Promotion. Sponsor reserves the right to require Entrant to provide proof of such consent. Entrant shall be solely responsible for any claims brought by any third party depicted in an Entry.**

Entry Notes: No Post may be obscene, pornographic, violent, cruel, mean-spirited, offensive in any manner, have swear words, or in any other way not suitable to be published. If an Entry falls into this category, it may become void in the sole discretion of the Sponsor and/or Administrator.

FTC Disclosure: Because this Promotion offers the opportunity to win a prize, each Entry posted to Instagram must include the hashtag **#sweepstakes** (in addition to #MyBehrEntry) to disclose the Entrant's participation in this Promotion. Failure to include the required disclosure hashtag may result in disqualification of the Entry at Sponsor's sole discretion.

NO ENTRY WILL BE JUDGED. WINNERS WILL BE DETERMINED BY A RANDOM DRAWING AS SET FORTH IN THESE RULES. THE CONTENT OF EACH ENTRY WILL NOT INCREASE OR DECREASE AN ENTRANT'S CHANCES OF WINNING A PRIZE.

All entries become the property of Sponsor and will not be acknowledged or returned. **Limit one (1) Entry per person during the Promotion Period.** Proof of sending or submitting an Entry will not be deemed proof of receipt by Sponsor.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A **PRIZE** IN THIS PROMOTION.

4. **AGREEMENT TO OFFICIAL RULES.** Your participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
5. **ENTRY SPECIFICS:** Entries must be complete, compliant, submitted via the entry page and entry rules communicated, and received by Sponsor within the Promotion Period. Without limitation, any Entry deemed or suspected by Sponsor, in its absolute discretion to condone, promote, contain or depict in any manner content/activities that are or may be: dangerous, indecent, obscene, offensive, cruel, hateful, tortious, defamatory, demeaning, disgusting, harmful or unlawful; in any way improper or unsuitable; or appears to infringe upon the intellectual property or other rights of any other person, brand, or entity, or illegally defames Sponsor or any other Promotion partner (if any) will be disqualified.

Incomplete, invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor's sole and absolute discretion) will not be eligible. If, upon review, Sponsor (or its authorized representative) is unable to determine that an Entry is compliant, or reasonably suspects that it is not compliant in whole or in part, the Entry as a whole may be disqualified. Proof that you uploaded an Entry does not constitute proof or evidence that it was received within the Promotion Period or eligible for the Promotion. Entries become the property of Sponsor and will not be returned. Entries submitted via any other entry method than stated herein will not be accepted. Entries may only be submitted by a single registered account user; group or commercial submissions are not permissible. Multiple entrants are not permitted to share the same device, account, IP or email address. Entrants may not (whether apparent or suspected) enter through a sweepstakes/contest club or exchange site (or similar method, whether or not paid), with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation methods as determined in Sponsor's sole and absolute

discretion, will void all such Entries, and disqualify any entrant suspected of using/benefitting from such methods.

Without limiting the foregoing, Entry/entrant will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or awarding the prize to any person 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, is unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/entrant.

Promotion Entities assume no responsibility for lost, late, incomplete, ineligible, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Promotion related communications (in whole or in part including into entrant's spam/junk folders); or for any equipment, computer, telephone, device, network, platform, app, electronic, hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any human error, or the incorrect or inaccurate capture of Entry, or other information, nor for the failure to capture or display any such information.

Entrants must not engage in phishing or spamming. Apparent or suspected phishing or spamming, sending of junk communications or the use of any unauthorized method or automated system to participate is prohibited, and, if discovered at any time will void the applicable Entry and entrant suspected of using/benefitting from such methods in Sponsor's sole and absolute discretion.

6. **SELECTION OF POTENTIAL PRIZE WINNERS.** The Promotion consists of four (4) weekly drawing periods during the Promotion Period (each, a "Drawing Period"). At the end of each Drawing Period, one (1) potential winner will be selected in a random drawing from all eligible Entries received during that Drawing Period, for a total of four (4) potential winners over the course of the Promotion. The approximate dates of each drawing are as follows:

- a. Drawing 1: on or about August 21, 2026 (Entries received August 14–20, 2026)
- b. Drawing 2: on or about August 28, 2026 (Entries received August 21–27, 2026)
- c. Drawing 3: on or about September 4, 2026 (Entries received August 28–September 3, 2026)
- d. Drawing 4: on or about September 11, 2026 (Entries received September 4–10, 2026)

All drawings will be conducted by Sponsor or its designated administrator. The odds of winning each weekly drawing depend on the total number of eligible Entries received during the applicable Drawing Period. Entrants who do not win

in a given Drawing Period will not be carried forward into subsequent Drawing Periods. Potential winners will be notified via email at the email address provided at the time of entry, or, for Instagram entries, via Instagram direct message.

- 7. NOTIFICATION AND REQUIREMENTS OF POTENTIAL WINNERS AND GRAND PRIZE WINNERS.** Each potential winner will be initially notified via email or Instagram direct message (as applicable). The potential winner will be required to respond within seven (7) calendar days of the date of notification and provide a valid mailing address. The potential winner 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.

Sponsor will make no more than three (3) attempts to contact a potential winner within five (5) calendar days of the initial notification. A potential winner will not be declared an official winner, and the prize will be forfeited and awarded to an alternate entrant selected by random drawing from remaining eligible Entries for the applicable Drawing Period, if:

- (i) any prize notification is returned as undeliverable or Sponsor is unable to reach the potential winner after three (3) attempts within five (5) calendar days;
- (ii) the potential winner fails to provide his or her contact information or valid mailing address within seven (7) calendar days after notification by Sponsor;
- (iii) the potential winner fails to return an executed Affidavit of Eligibility, Liability and Publicity Release and/or an IRS W-9 Form within seven (7) calendar days after notification by Sponsor;
- (iv) the potential winner is determined by Sponsor, in its sole discretion, to be ineligible;
- (v) the potential winner declines the prize; or
- (vi) the potential winner is otherwise not in compliance with these Official Rules.

Prizes won by persons who are eligible entrants but considered minors in their state of residence may be awarded to a parent or legal guardian, who must execute and return all required documentation outlined herein and otherwise comply with all requirements imposed on a winner.

Winner's entry and acceptance of the prize constitutes permission (except where prohibited) for Sponsor and its designees to use, at Sponsor's sole discretion, the

winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state), for advertising, promotions, and other purposes in all forms of media, worldwide in perpetuity, without additional notice, permission, or further compensation.

Sponsor shall not be responsible for any delays in awarding any prize for any reason.

8. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV").** Four (4) winners will receive one (1) THD digital gift card (valued at \$500, One Winner Per Week, 4 winners total. Total prize ARV \$2,000.00.

Each prize is nontransferable and non-refundable and must be accepted as awarded. All applicable taxes (including federal, state, and local income taxes for U.S. winners), duties, and the like, if any, are the sole responsibility of the prize winner. No cash substitution, assignment, redemption for cash, or transfer of prize by winner is permitted; however, Sponsor reserves the right, in its sole and absolute discretion, to substitute any prize described herein, or any portion thereof, with an alternative of equal or greater value. The winner shall not be entitled to the difference between the stated ARV and the actual price of the prize selected.

8. **GENERAL CONDITIONS.** In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address 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 is defined as the natural person who is assigned to an email address 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 for the domain associated with the submitted email address.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of this Promotion; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person; or who Sponsor suspects has engaged in any of the foregoing. Sponsor reserves the right to cancel, terminate or modify this Promotion if it cannot be completed as planned for any reason, including without limitation for infection by computer virus, bugs, tampering, unauthorized intervention, technical failures, corruption of any sort or any other matter beyond Sponsor's control. In such event, Sponsor will award the prizes from among all eligible entries received prior to cancellation.

9. **RELEASE & LIMITATION OF LIABILITY.** As a condition of entering this Promotion, each entrant agrees, and as a condition of being awarded a prize, each winner agrees, to the maximum extent permitted by law, to release, indemnify and hold harmless Sponsor and Masco Corporation, their respective subsidiaries or affiliate companies, their advertising, marketing or promotional

agencies and each such company's respective officers, employees, directors, representatives 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 liabilities, claims, actions, lawsuits, judgments, costs and expenses, damages of any kind whatsoever, injuries, or losses to persons or property arising from or relating to, in whole or in part, this Promotion, submitting an entry or otherwise participating in any aspect of this Promotion, the receipt, ownership, possession, use or misuse of any prize awarded, or any actual or alleged breach by entrant of these Official Rules.

10. **LIMITATION OF LIABILITY.** Entrants acknowledge that the Released Parties have not made and are not in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. The Released Parties are not responsible for: (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of this Promotion; (b) failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware, software or technical malfunctions, failures or difficulties; (c) errors of any kind relating to or in connection with this Promotion, whether human, mechanical, clerical, electronic, or technical in nature, including, but not limited to, errors which may occur in connection with the administration of this Promotion, the processing of entries, the announcement or notification of any winner or prize or the cancellation of this Promotion; (d) damage to a user's system occasioned by participation in this Promotion or downloading any information necessary to participate in this Promotion; (e) incomplete, illegible, misdirected, damaged or lost entries; or (f) failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Promotion. If the Promotion Page or Website goes down for any reason or if Sponsor is unable to accept entries, Released Parties are not responsible, but Sponsor will make a good faith effort to remedy the problem as quickly as possible, or Sponsor may terminate this Promotion. By entering this Promotion, you waive (to the maximum extent permitted by law) the right to claim any punitive, consequential, incidental, special, exemplary, or indirect damages of any kind and any and all rights to have damages multiplied or otherwise increased.
11. **DISPUTE RESOLUTION.** If there is any conflict between any promotional material and these Official Rules, the provisions of these Official rules shall prevail. The resolution of any dispute shall be within Sponsor's sole discretion. As a condition of entering this Promotion, except as prohibited by law, you agree that: (a) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments, and awards

shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

12. **PRIVACY POLICY.** To see how Sponsor may use personal information obtained in connection with this Promotion, see Sponsor's Privacy Policy at <https://www.behr.com/legal/privacy-policy>
13. **WINNERS' LIST.** For the names of the winner, available approximately two weeks after the end of the promotion, please mail a letter to:
Behr Paint Company
Attn: PRO & KILZ Brand
1801 E St. Andrew Pl.
Santa Ana, CA 92705
15. **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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