

# The Spray Your Way Design Contest

## Official Rules

**THE FOLLOWING CONTEST IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA ONLY (EXCLUDING, WITHOUT LIMITATION, QUEBEC, PUERTO RICO AND OTHER U.S. TERRITORIES AND POSSESSIONS) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH.**

**BY ENTERING THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE AN ENTRY'S CHANCE OF WINNING. VOID WHERE PROHIBITED.**

- 1. SPONSOR.** The sponsor of the Spray Your Way Design Contest (the "Contest") is The Sherwin-Williams Company, dba Sherwin-Williams Automotive Finishes, 4440 Warrensville Center Road, Warrensville Heights, Ohio 44128 ("Sponsor"). The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You understand that you are providing your information to Sponsor and not to Facebook or Instagram. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor, and not to Facebook or Instagram.
- 2. ELIGIBILITY.** The Contest is open only to legal residents of the fifty (50) United States, the District of Columbia and Canada (excluding, without limitation, Quebec, Puerto Rico, other U.S. territories and possessions, and where prohibited by law), who are 18 years of age or older or, for Canadian residents, who are above the age of majority in the province or territory in which they reside, at the time of entry ("Entrant(s)" or "you" or "your"). Any individual employed by Sponsor or its parent, subsidiary, affiliate or otherwise related entity, or any persons or entities associated with the Contest, including, but not limited to, SATA GmbH & Co. KG, and Dan-Am Company (collectively, the "Promotion Entities"), and members of immediate families and/or persons living in the same household as any Promotion Entities, are ineligible to enter the Contest. Subject to all applicable federal, state, provincial and local laws and regulations.
- 3. DESCRIPTION.** The Contest provides you with an opportunity to create and submit a design to be placed on a SATA x5500 special edition spray gun (each, a "Submission"). By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Official Rules, the Entry Form, the Terms of Use of the Website, and the decisions of Sponsor, which shall be final and binding in all respects. To the extent the Terms of Use of the Website and these Official Rules conflict, the terms and conditions of these Official Rules shall prevail.

4. **CONTEST PERIOD.** The Contest begins at 9:00:00 AM Eastern Time (“ET”) on August 3, 2020 and ends at 9:00:00 PM ET on October 16, 2020 (the “Contest Period”). The Contest Period will have an Entry Period, a Judging Period and a Voting Period. Sponsor’s designated computer is the official time keeping device for all aspects of the Contest.
  - a. The Submissions will be accepted beginning at 9:00:00 AM ET on August 3, 2020 and ending at 11:59:59 PM ET on September 30, 2020 (the “Entry Period”). No submissions will be accepted after September 30, 2020.
  - b. The Submissions will be judged between October 1, 2020 and October 2, 2020 (the “Judging Period”).
  - c. The public voting will take place from 9:00:00 AM ET on October 5, 2020 and end at 9:00:00 PM ET on October 16, 2020 (the “Voting Period”).
  
5. **SUBMISSIONS.** The following requirements shall apply to all Submissions:
  - a. The Submission must be made using the design template provided.
  - b. Each Submission may contain only one design, but each Entrant may submit multiple Submissions.
  - c. The Submission must be entirely the Entrant’s own work. The Entrant cannot take any elements from any other artist’s creation, work or pieces.
  - d. Entrant agrees that once his or her Submission is submitted, it becomes the property of Sponsor.
  - e. Submissions may be made by an individual only. No team or group submission will be allowed.
  - f. Any Submission that is considered by Sponsor in its sole discretion to contain any content that: (1) contains prominent use of trademarks, logos, or trade dress owned by others without permission; (2) contains prominent use of copyrighted materials owned by others (including photographs, paintings, and other works of art or images published on or in websites, television, movies or other media) without permission; (3) contains name, likeness, or other attributes identifying any person without permission; (4) is obscene, offensive, pornographic, sexually explicit or suggestive, libelous or otherwise objectionable or inappropriate; (5) promotes or may appear to promote use of drugs, alcohol, weapons, violence, unsafe or dangerous activities; (6) violates any law; (7) communicates message or images inconsistent with the images and/or good will with which Sponsor wishes to associate itself; and/or (8) otherwise does not comply with these Official Rules or the Terms of Use of the Website; will be disqualified and will not be eligible as a Submission.
  
6. **HOW TO ENTER.** To enter, eligible participant must, during the Entry Period: (i) visit <https://pages.s-w.com/sprayyourwaydesigncontest.html> (the “Website”) and submit a completed entry form, which must include the Entrant’s first name, last name, phone number (including area code), email address, city, state and country of residence (the “Entry Form”), to receive an email from [sprayyourway@sherwin.com](mailto:sprayyourway@sherwin.com) with a link to the submission website; and (ii) submit a design on the design template provided on the submission website. All requested information on the Entry Form must be completed to enter and to be eligible to win.

Submission of an Entry Form does not indicate that the Submission has complied with these Official Rules or that you entered a Submission; both an Entry Form and a design must be submitted in order to be deemed entered into the Contest. Once a Submission has been submitted, it cannot be deleted, canceled, or modified. Submissions will not be acknowledged or returned. Incomplete Submissions, including but not limited to those Submissions that do not meet the requirements herein, will not be eligible for judging. Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor.

Submissions will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at time of Submission on the Entry Form. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (such as a business or educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. In the event of a dispute over the ownership of an email address, prize will be awarded to the Authorized Account Holder of the designated email address.

Sponsor will only accept Submissions that were made during the Entry Period. Proof that you uploaded a design or made a Submission does not constitute proof of delivery to or receipt by Sponsor or proof of delivery or receipt during the Entry Period. The Submissions must be received no later than 11:59:59 PM ET on September 30, 2020.

Entrants are subject to all notices posted online including, but not limited to, Sponsor's Privacy Policy. Sponsor reserves the right, in its sole and absolute discretion, to reject, disqualify and/or remove any Submission that violates these Official Rules without any notification or warning. Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with the privacy policy found on the Website, with the consent given by an Entrant at the time of entering an Entry Form. All Submissions or other materials and personal information submitted as part of the Contest may be shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as nonconfidential and nonproprietary.

7. **JUDGING.** At the end of the Entry Period, all Submissions will be judged by the Sherwin-Williams Associated Products Marketing Team who will determine the top three (3) Submissions (each, a "Finalist"), and such determination shall be final and binding. All judging will be based twenty-five percent (25%) on composition, twenty-five percent (25%) on creativity twenty-five percent (25%) on color, and twenty-five percent (25%) for uniqueness.
8. **PUBLIC VOTING.** Each eligible Finalist's Submission will be voted on by the general public. Visit the Facebook page at Sherwin-Williams Automotive Finishes and/or the Instagram page at @swrefinish to view the Finalists and cast a vote for an entry by choosing the image they like best. One (1) First Prize Winner, one (1) Second Prize Winner and one (1) Third Prize Winner will be determined based on the number of votes received at the end of the

Voting Period, with the First Prize Winner with the most number of votes across both platforms.

A user may only vote once to each Submission during the Voting Period. An Entrant may vote for his or her own entered Submission. No endorsement or approval of the Contest by Facebook or Instagram are expressed or implied.

In the event of a tie, the Sponsor will review the tied Submissions based on a) relevance to the Contest theme (50%) and b) originality and overall design (50%) to determine the winner. Each Entrant who spams or creates extra Facebook or Instagram accounts for the purpose of casting votes may have their votes disqualified and their Submissions may be voided. Decisions of Sponsor are final relating to all aspects of the online voting process and results. Sponsor may disqualify any Entrant if any Entrant or related parties violate any of the terms and conditions contained herein.

#### 9. PRIZE AND PRIZE VALUES.

- a. **First Prize:** One (1) First Prize Winner will receive one (1) SATA x5500 spray gun customized with their Submission printed as the design on the spray gun, valued at \$939, a (1) Adam 2™ Air Micrometer, valued at \$409, a (1) Sherwin-Williams Pro Signature Paint Suit valued at \$52, and House of Kolor® Products, valued at \$3600. In addition, First Prize Winner will be named the designer of the 2021 Sherwin-Williams Special Edition SATA x5500 spray gun.
- b. **Second Prize:** One (1) Second Prize Winner will receive one (1) SATA x5500 spray gun customized with their Submission printed as the design on the spray gun, valued at \$939 and House of Kolor® products, valued at \$750.
- c. **Third Prize:** One (1) Third Prize Winner will receive one (1) SATA x5500 spray gun customized with their Submission printed as the design on the spray gun, valued at \$939 and House of Kolor® products, valued at \$750.
- d. Total approximate retail value of all prizes is \$8378 USD.

#### 10. NOTIFICATION. Potential winners will be notified by mail or email.

**US Residents:** All US residents will be required to sign and return an Affidavit of Eligibility/Liability and Publicity Release (“Affidavit”), a W-9 form which will require a Tax Payer Identification number such as an SSN or an ITIN, and any other documents Sponsor may require within a specified time. If a potential winner does not have an SSN or an ITIN at the time of being notified, potential winner will be deemed ineligible and will result in prize forfeiture and an alternate winner may be notified.

**Canadian Residents:** All Canadian residents will be required to sign and return a Declaration and Release Form (the “Declaration”), and any other documents Sponsor may require within a specified time. Each potential winner from Canada will be required to correctly answer a mathematical skill testing question administered by phone, without assistance of any kind (whether mechanical or otherwise) within a 2-minute time limit in order to be eligible to win the prize. If a potential winner cannot be contacted and the skill testing question administered, the prize will be forfeited and an alternate potential winner will be selected. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or

noncompliance with the terms of administration of the skill-testing question will result in disqualification of the potential winner and an alternate potential winner may be selected.

Failure to timely return a signed Affidavit or Declaration or other required documents or the return of any prize notification or prize as undeliverable will result in prize forfeiture. Federal, state, local and provincial income taxes may apply and are the sole responsibility of the winners. All expenses not specifically stated as being included are excluded, including, but not limited to taxes, including any income tax, are the responsibility of the winners. Any winner who is a resident of the United States will be issued an Internal Revenue Service Form 1099 for the value of their prize for the tax year in which prize was won if the prize is valued at \$600 USD or higher. No assignment or transfer of any prize is permitted.

11. **LICENSE.** By entering your Submission in the Contest, you hereby grant Sponsor and each of its subsidiaries, affiliates, designees and its successors a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicenseable (through multiple tiers) and transferable license (with a right to create derivative works) to use, publish, edit, modify, adapt, reproduce, display, copy, distribute and publicly perform your name, likeness, biographical and personal information, statements, Submission and/or prize information and any photographs, audio or video of Entrant, in any and all media, in whatever form (whether now known or hereafter devised), for any legal purposes whatsoever now known or that hereinafter become known including but not limited to the use of the Submission in and for advertising, promotional, editorial and publicity activities or materials of Sponsor in the Contest. Each Entrant irrevocably waives any and all so-called moral rights (including rights of integrity and attribution) they may have in the Submission(s) submitted by him or her. Entrant acknowledges that he/she will not receive further payment from Sponsor for the grant of these rights and that Sponsor will not notify or attribute entrant when it exercises these rights.
12. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION.** Submission must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Submission contains any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submitting the Submission, any and all releases and consents necessary to permit the use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. By submitting a Submission, Entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Submission consents to the submission and use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website. Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion.
13. **DATES AND DEADLINES; ANTICIPATED NUMBER OF CHALLENGE ENTRANTS.** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set

forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest.

14. **FURTHER DOCUMENTATION.** If Sponsor shall desire to secure additional assignments, releases, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of the agreements hereunder, then each Entrant agrees to sign the same upon Sponsor's request therefore (without any need for any additional consideration).
15. **PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between or among Sponsor and any Entrant in or Finalist of the Contest, each Entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such Entrant's Submission, name, likeness, biographical information, and information provided on the Entry Form, in any and all media (whether now known or hereafter devised) for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Contest or other promotions without further notification, permission or compensation, and hereby release the Promotion Entities from any liability with respect thereto, unless prohibited by law.
16. **NATURE OF RELATIONSHIP; WAIVER OF EQUITABLE RELIEF.** Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to provide the Entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Submission. Each Entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Entrant's copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of any Promotion Entities' actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way.
17. **GENERAL LIABILITY RELEASE; FORCE MAJEURE.** Entrants agree that the Promotion Entities shall not be responsible or liable for any losses, damages or injuries of any kind resulting from the Contest or any Contest-related activity. Sponsor assumes no responsibility for any damage to an Entrant's computer system, which is occasioned by accessing the Website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen Submissions or notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled,

scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

18. **DISPUTES.** Each Entrant agrees to release, defend, indemnify and hold harmless Sponsor, agent for Sponsor, those working on its behalf and each of their respective officers, directors, representatives, employees, agents, successors and assigns from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's participation in this Contest, Sponsor's use of the Submission or the awarding, acceptance, use or misuse of any prize. Any and all disputes, claims and causes of action arising out of or in connection with this Contest shall be resolved individually without resort to any form of class action. This Contest shall be governed by and construed in accordance with the laws of the State of Ohio regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Cleveland, Ohio, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Ohio. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

19. **PRIVACY.** By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. Personal information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://privacy.sherwin-williams.com/privacy-policy>.
20. **OFFICIAL RULES.** To obtain a copy of the rules, visit <https://pages.s-w.com/sprayyourwaydesigncontest.html>.
21. **WINNERS LIST.** The winners will be posted at <https://pages.s-w.com/sprayyourwaydesigncontest.html> by October 19th, 2020.

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