

**BEHR PAINT COMPANY**  
**RATE & WIN 2025 CONTEST**  
**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.** INTERNET ACCESS AND SOCIAL MEDIA 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.**

1. **PROMOTION PERIOD.** The **Rate & Win Contest** (the “**Promotion**”) begins on or about **12:01 A.M. Eastern Standard Time (“EST”) on March 10, 2025** and ends at **11:59 A P.M. EST on December 31<sup>st</sup>, 2025** (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.
2. **ELIGIBILITY.** The Promotion is open only to individuals who at the time of entry (a) are legal residents of and domiciled in Canada (excluding Quebec) (“**Canada**”) and (b) are at least 18 years of age. The following individuals are not eligible to participate: (i) employees of Behr Paint Company (“**Sponsor**”), Masco Corporation (“**MASCO**”), The Home Depot Canada, 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 Canada, and where prohibited or restricted by law.
3. **HOW TO ENTER.** To enter this Promotion during the Promotion Period:
  - **WEBSITE:** To enter through the BEHR Website, visit <https://www.behr.ca/consumer/products/ratings-and-reviews> (the “**BEHR Website**”). Click on the [**RATE PRODUCT**] thumbnail, and you will be directed to be the Ratings and Reviews submission page. Follow all onscreen instructions to complete and submit the Promotion registration entry form (an “**Entry**”). You will be asked to enter a valid email address and to submit a review. Entrants must include a valid email. Failure to provide all information will void Entry. Entrants will be required to confirm they have reviewed and agreed to the Official Rules as a condition of entering the Promotion.

All entries become the property of Sponsor and will not be acknowledged or returned. **Limit one Entry per person during the Promotion Period, 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 contest 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.

5. **AGREEMENT TO OFFICIAL RULES.** All Entries and participation in this Promotion shall be governed by these Official Rules ("Rules"), the **BEHR Paint Company** [Terms of Use](#) and [Privacy Policy](#). 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 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.** On or about ten (10) working days following the end of the Promotion Period, Sponsor (or its authorized representative) will select the below-stated number of potential winner(s) (each is a potential "**Prize Winner**") in a random drawing from among all eligible Entries received during the Promotion Period. Odds of winning depend on the total number of eligible Entries received.
7. **NOTIFICATION AND REQUIREMENTS OF POTENTIAL WINNER(S).** Each potential Prize Winner will be initially contacted via direct message, email or telephone (in Sponsor's sole discretion), may be required to provide an email and/or mailing address, and may also be required, within the time specified by Sponsor, to sign, have **witnessed** and return a **Declaration** of Eligibility, Liability and Publicity Release (except where prohibited by law), any additional documentation required for prize fulfillment or by prize suppliers ("Prize Documentation"). Prizes won by persons who are eligible entrants but considered minors in their state of residence may be awarded to and in the name of their parent or adult legal guardian, who must execute and return all required Prize Documentation outlined herein and otherwise comply with all requirements imposed on a winner. 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:

**Prize: \$1,000 CAD The Home Depot Canada® eGift Card.\***

**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, provincial, and local income taxes for Canadian winners), duties, and the like, if any, are the sole responsibility of a Prize Winner. No cash substitution, assignment, redemption for cash, or transfer of prize in whole or in part 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 Prize of equal or greater value. 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. Tickets or gift cards/certificates awarded as a 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. Prize, and any element thereof, including any products and/or tickets received as a prize, may not be sold, resold, auctioned, bartered, or placed into any other unauthorized channels of distribution. Any prize pictured or mentioned in advertising or Promotion materials (including the website) is for illustrative purposes only and may not be the actual prize awarded. All makes, models, features, and equipment of prizes are selected by Sponsor in its sole discretion. 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 California, Orange 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 **Behr.ca**. ***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, please visit <https://www.behr.ca/consumer/2025-rate-and-win-contest-official-rules/>.
17. **SPONSOR:** Behr Paint Company, 1801 E. St. Andrew Place, Santa Ana, CA 92705.

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

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