

MASTERCHEM INDUSTRIES LLC

**KILZ® PRIME SUSPECTS SWEEPSTAKES
OFFICIAL RULES**

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

1. **PROMOTION TIMING.** The KILZ® PRIME SUSPECTS SWEEPSTAKES (the “**Promotion**”) begins on or about 12:00 P.M. Pacific Time (“PT”) on May 9, 2025, and ends at 11:59 A.M. PT on May 22, 2025 (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.** There is one (1) way to enter this Promotion during the Promotion Period:
 - a. You may enter by visiting the KILZ Instagram account at: <https://www.instagram.com/kilzbrand/>. Find the KILZ PRIME SUSPECTS Sweepstakes in-feed post from May 9, 2024, then follow all instructions in the post caption to complete and submit the Promotion entry (an “Entry”) by:
 - i. (1.) Like the post
 - ii. (2.) Follow @kilzbrand
 - iii. (3.) Drop your best primer pick in the comments!
 - b. All required information must be included for the entry to be eligible.

All entries become the property of Sponsor and will not be acknowledged or returned. **Limit one (1) Entry per person, during the Promotion Period.** Entries will not be acknowledged or returned. 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 post 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 Instagram account user; group or commercial submissions are not permissible. Multiple entrants are not permitted to share the same device, account, IP or Instagram account. 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.** Around one week after the end of the Entry Period, the potential winner of the Sweepstakes will be selected in a random drawing from all eligible entries received during the Entry Period to determine the one (1) winner for that Entry Period. The odds of winning depend on the total number of eligible Entries received during the Entry Period. The potential winner will be notified by the method in which they entered, via Instagram Direct Message. The potential winner will be required to provide a mailing address and may also be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and/or an IRS W-9 Form within seven (7) calendar days of notification by Sponsor. A potential winner will not be declared an official winner and the prize may be forfeited and will be awarded to another entrant who is randomly selected if (i) any prize notification or any prize is returned as undeliverable, (ii) any prize is returned as undeliverable, (iii) a proper mailing address is not specified, (iv) a potential winner fails to provide his or her contact information within seven (7) calendar days after notification by Sponsor or fails to return an Affidavit of Eligibility, Liability Release and Publicity Release and/or an IRS W-9 Form within the time specified above, (v) a potential winner is determined by Sponsor, in its sole discretion, to be ineligible, (vi) a potential winner declines the prize, or (vii) a potential winner is otherwise not in compliance with these Official Rules. Sponsor shall not be responsible for any delays in awarding any prize for any reason, and in no event will Sponsor conduct more than three (3) attempts to contact a potential winner before forfeiting a prize.
7. **NOTIFICATION AND REQUIREMENTS OF POTENTIAL WINNERS AND GRAND PRIZE WINNERS.** Each potential Prize Winner will be initially contacted via Instagram Direct Message, will be required to provide a mailing address, and may also be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and/or an IRS W-9 Form within seven (7) calendar days of notification by Sponsor. 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. The prize may be forfeited and may be awarded to another entrant who is randomly selected if (i) any prize notification or any prize is returned as undeliverable, (ii) Sponsor is unable to contact a potential winner within five (5) days of the first attempt to contact him or her, (iii) a potential winner fails to provide his or her contact information within seven (7) calendar days after notification by Sponsor or fails to return an Affidavit of Eligibility, Liability Release and Publicity Release and/or an IRS W-9 Form within the time specified above, (iv) a potential winner is determined by Sponsor, in its sole discretion, to be ineligible, (v) a potential winner declines the prize, or (vi) a potential winner is otherwise not in compliance with these Official Rules. Sponsor is not responsible for any delay in awarding any prize.

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.

8. **PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”).** One (1) Prize Winner will receive one (1) VISA e-gift card (valued at \$500.00), Total prize ARV \$500.00

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.

9. **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.

10. **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.

11. **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 Instagram 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.

12. **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.
13. **PRIVACY POLICY.** To see how Sponsor may use personal information obtained in connection with this Promotion, see Sponsor's Privacy Policy at <https://www.kilz.com/privacy-policy>.
14. **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: KILZ Brand Team
1801 E St. Andrew Pl.
Santa Ana, CA 92705
15. **SPONSOR.** The Sponsor of this Promotion is **Masterchem Industries LLC**.

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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