

BEHR® 2024 STUDENT DESIGN COMPETITION OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR OPPORTUNITY TO WIN. INTERNET ACCESS AND MATTOBOARD ACCOUNT ARE REQUIRED TO ENTER. Void where prohibited or restricted by law.

ARBITRATION NOTICE: UNLESS OTHERWISE PROHIBITED BY LAW, 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.

These Official Rules may be found at: www.behr.com/designcompetition. In the event of any inconsistencies between these Rules and any marketing, advertising and other communications pertaining to this Promotion, these Rules shall govern.

1. PROMOTION PERIOD: Promotion begins on or about 9:00 A.M. Pacific Time (“PT”) on or about September 19, 2024, and ends at 11:59 P.M. PT on November 10, 2024, (the “Promotion Period”). All time referenced herein is Pacific Time. Entrants are solely responsible for determining the correct time zone in their respective jurisdictions; Promotion Entities disclaim all liability or responsibility relating thereto. Sponsor’s server/computer is the official timekeeping device for the Promotion.

2. ELIGIBILITY: The BEHR® 2024 Student Design Competition (referred to as the “Promotion”) is a trade promotion offered in the fifty (50) United States including D.C. and U.S. Territories (“U.S.”) only to full-time or part-time emerging professional Design students (defined below) who are legal U.S. residents physically residing in the U.S., 18 or older at time of entry, and who are attendees (at time of entry) in good-standing at a U.S. eligible Institution as defined herein below. For purposes of this Promotion, eligible individuals must be enrolled at time of entry during the 2024/25 school year as a full-time or part-time emerging Design professional student (whose primary focus/major is Design) (eligible “entrant”) at a U.S. college, university or vocation/trade, or graduate educational institution (eligible “Institution”). For purposes of clarity, Design students taking on-line Design classes at an eligible Institution, those who enter during the Promotion Period but graduate in good standing prior to the conclusion of the Promotion are eligible to enter and win a prize, provided otherwise eligible. Individual Entries only; Entries (suspected) of being created by a team or collaboration of individuals will be disqualified. Sponsor’s decisions, for example those relating to eligibility of a particular educational Institution, student or Entry are in its sole and absolute discretion and are final and binding.

IMPORTANT NOTICES: Entrants have the responsibility to review and understand applicable policies, laws, rules and/or regulations including education, employer,

employment policies, tax implications and any other limitations regarding eligibility to participate in trade promotions and/or receive prizes in connection therewith. Furthermore, if entrant enters without obtaining the appropriate approvals, or if an individual is participating in violation of any such policies and/or laws, Sponsor may, in its sole discretion, disqualify the entrance and forfeit their prize, if applicable.

Employees, officers and directors of Behr Paint Company and its subsidiaries and affiliates, and Masco Corporation (referred to collectively as “Sponsor”), MattoBoard, (“Promotion Partner”), any of their respective parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Promotion (collectively the “Promotion Entities”) and persons in the immediate family of such individuals (spouse, parent, domestic partner, child, sibling and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter.

3. HOW TO ENTER: During the Promotion Period, eligible entrants (i) visit the Promotion website landing page at www.behr.com/designcompetition (“Website”), (ii) follow all onscreen instructions to complete the Promotion entry form (including your contact information, school name, date of birth and profession), (iii) submit a design plan for a **commercial** space (Hospitality, Workplace, Healthcare, Multi-Family, Professional offices, etc.) incorporating colors ONLY from the [BEHR 2025 Commercial Color Forecast](#) color palette which MUST include [BEHR’s 2025 Color of the Year: Rumors MQ1-15](#). To be eligible, each Entry must consist of the following:

1. Design Project Title (10 words max);
2. Design Project Concept Statement that describes your overall design concept and how color is an essential component of your design. (400 words max);
3. Presentation Board using a rendering style of your choosing (software, visualizations, sketches etc.): shows your original design (interior OR exterior) that includes one floor plan (be sure to label key areas on the floor plan) AND one elevation or prospective. Your Design plan should showcase the BEHR Colors you plan to use in your design and be clearly labeled with color name and number; and
4. 3D Materials Board using the MattoBoard virtual sampling digital platform that showcases all of the BEHR Colors you plan to use in your design plan. (“Entry”)

MattoBoard digital platform does not require a paid subscription. Entrants will be required to confirm they have reviewed and agreed to the Official Rules as a condition of entering the Promotion.

Limit one (1) Entry per person. Entry must feature a commercial space, Entries featuring a residential or other non-commercial space will be disqualified. If multiple

Entries are received from the same entrant, only the first eligible Entry received may be considered and all other Entries will be void. Your Entry must appear to have been submitted in good faith or may be disqualified. Entry must showcase your *own* design Plan and skills or may not be considered as part of the Entry, or may be disqualified (see Submission Guidelines and Terms below for further details). Entrants must complete all steps and submit all required information during the Promotion Period, or failure to do so may result in immediate disqualification. Entry cannot be changed, altered, modified or revoked after submission. All Entries are subject to review by Sponsor and become the sole property of Sponsor. Entries will not be returned.

Any spoken, textual or other content of any part of the Entry must be in English and must comply with these Rules. Sponsor or its affiliates is the sole and exclusive owner of all right, title and interest in and to any and all intellectual property including its logos, brand names, characters and slogans relating to its products and services, along with all goodwill associated therewith.

ENTRY SPECIFICS: In addition to all other restrictions and conditions stated or incorporated elsewhere, Entries may **NOT** name, reference, contain or depict any minor child(ren) (under the age of 18), or any other person or venue without the consent of the person or venue owner. If requested by Sponsor, entrant shall provide evidence of their Entry's compliance with these Rules in writing. Nothing herein shall be deemed an obligation of confidentiality. Entrants understand and agree to assume the risk that their Entry and any element thereof may, in whole or in part, be identical or similar to any other Entry, that one Entry may regardless receive varying scores from the other Entry, and entrants shall release and hold Promotion Entities harmless from same.

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) plagiarize, 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 computer systems or algorithms generating artificial intelligence and/or deepfakes, bots, robotics, or use any other device or artifice to participate or 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.

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, Entry/entrant 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 Sponsors' or Promotion Partners' brands, products or services. Furthermore, if an Entry, for any reason whatsoever, includes content or 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. In the event of a dispute as to the identity of an entrant, the authorized account holder of the respective email account used in connection with the Entry will be deemed to be the entrant. Any potential winner may be required to show proof of being the authorized account holder.

Promotion Entities assume no responsibility for lost, late, incomplete, ineligible, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries (in whole or in part); 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.

For those entrants entering with a mobile device: Normal internet access and device usage charges imposed by a mobile plan and/or on-line service may apply to entry via mobile device. Other charges may apply; check your mobile plan for rates/details. Promotion may not be available via all mobile carriers. Consent is not a condition of any purchase.

4. AGREEMENT TO OFFICIAL RULES: All Entries and participation in this Promotion shall be governed by these Official Rules ("Rules"), the respective Privacy Policies (links below) and applicable Website Terms of Use (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 Policies, 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 respective Privacy Policy.

This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform used to advertise, promote or facilitate entry into this Promotion (collectively "Social Media Platforms"). Any Social Media Platforms on which

the Promotion is promoted, advertised, or executed as applicable 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.

5. LICENSE: At the time entrant submits an Entry, and whether or not selected as a winner, entrant grants to Sponsor, Promotion Partner, and their respective parent, subsidiaries and affiliates (and their authorized representatives) an exclusive, fully paid and royalty-free, transferable, sub- licensable, worldwide license to use the Entry, in whole or in part, in any and all promotions, advertising, and/or marketing for this and any prior or subsequent Student Design or similar Promotions conducted by/with Sponsor (but without obligation to do so) including intellectual and other property rights therein including the right to make derivative works, through-out the world, and further agree to execute all documents and perform all acts deemed necessary by Sponsor and/or any Promotion Partner to protect its license in and to the Entry and all intellectual property therein. Entrants understand and agree by granting this license their Entry may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor and/or any Promotion Partner in any media and medium whatsoever now known or hereinafter developed including without limitation print, video, broadcast, radio, internet, and posted throughout Sponsor’s, Promotion Partners’, and (unrelated) third parties’ digital, on-line, and off-line social media, marketing and advertising properties, printed materials, outdoor boards, signage and/or any other media/medium through-out the world without further compensation or review. Entrants will not now nor in the future be paid for their Entry or for granting any of these rights.

6. JUDGING CRITERIA/WINNER SELECTION: All eligible Entries will be judged by a panel of neutral judges selected by Sponsor to select one (1) potential Grand Prize winner, one (1) potential First Prize winner and one (1) potential Second Prize winner based on the Judging following criteria:

Originality, Creativity and Style of Overall Design Plan (40%) Creative Expression in Use of Behr Paint Colors (40%)

Creativity in the Use of MattoBoard in Entry (20%)

In case of a tie, the Entry, among those tied, with the highest total points possible in the Originality of Design criteria will break the tie. In the event a tie still remains, the Entry, among those tied, with the highest total points possible in the Use of Behr paint colors criteria will break the tie. The display of any Entry by Sponsor shall not be deemed to constitute Sponsor’s representation or agreement that the Entry is, in whole or in part, compliant with these Official Rules, or eligible for judging or prize award.

7. PRECONDITIONS TO PRIZE AWARD: Potential prize winners will be required to provide proof of age with a form of government-issued identification, such as a U.S. driver's license, U.S. passport or other U.S. Government issued identity card, and may also be required to provide documentary proof that they are currently enrolled as a full-time or part-time student at an Eligible Institution as defined herein during the 2024 calendar year, or else prize will be forfeited and awarded to an alternate potential winner based on next highest score. To be eligible, winners must physically reside in the U.S. (as defined herein). Prize notification does not confer winner status; prize award is subject to verification of eligibility and compliance with the above requirements, and all other terms in these Rules. 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 winner. Without limiting the foregoing, potential Prize winners may be subject to a background check as determined by the Sponsor in its sole discretion; if potential Prize winners have been convicted of a felony or any other crime that would reflect negatively on the Sponsor or Promotion Partners as determined by Sponsor in its discretion, the potential winner may be disqualified, and an alternate potential winner for the respective Prize may be notified based on next highest score. Failure to comply with any of these requirements may, in Sponsor's sole discretion result in disqualification.

8. NOTIFICATION OF POTENTIAL WINNER: It is anticipated, but not guaranteed, that the Prize winners will be announced approximately six – eight weeks following the end of the Promotion Period. Potential winners will be notified via email or telephone (in Sponsor's discretion) and, in addition to required documentary proofs noted above, will be required to provide a mailing address, and will also be required to sign, have notarized and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and any other additional documents required ("Release Documents") and W-9 Form (or other forms required by the Sponsor and/or IRS regarding tax reporting obligations) within the time specified by Sponsor in the prize notification. If a potential Prize winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, Sponsor is unable to contact the potential winner on or within two separate attempts, or in the event that the Prize confirmation, notification or Prize is returned, misdirected or undeliverable, the respective Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate potential Prize winner. If the Sponsor wishes to select an alternate potential Prize winner, Sponsor will do so based on the next highest score of an eligible entrant's Entry for the applicable Prize. Sponsor is not responsible for any delay in awarding any prize.

Promotion Entities are not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of the entrant's privacy or spam filter settings that may divert any winner/prize notification or other Promotion related communications to a spam or junk

folder. Prize award(s) is/are subject to verification of eligibility and compliance with these Official Rules.

9. 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:

Grand Prize (1): \$3,000 USD (awarded in the form of a check to the winner); \$1,000 USD (awarded in the form of a check to the winner’s eligible Institution; and a one-year MattoBoard Pro Subscription (ARV: \$99).

First Prize (1): \$1,500 USD (awarded in the form of a check to the winner); and a one-year MattoBoard Pro Subscription (ARV: \$99).

Second Prize (1): \$500 USD (awarded in the form of a check to the winner); and a one-year MattoBoard Pro Subscription (ARV: \$99).

Prize Winners and/or their Entry *may, but without obligation,* be featured on Behr and MattoBoard social, website, blog and email.

Total ARV of all Prizes: **\$6,297 USD.**

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 an eligible Institution is not able to be verified, refuses to accept or otherwise declines the prize, that portion of the Grand Prize will not be awarded. If applicable, gift cards/certificates and subscriptions 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.

WITHOUT LIMITING ANY MANUFACTURER WARRANTIES, PROMOTION ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THIS PROMOTION, ANY PRIZE, THE ABILITY TO IN ANY WAY PROMOTE OR MARKET ANY ENTRANT, WINNER OR ENTRY, THE QUALITY OR

CONDITION OF THE WEBSITE; PROMOTION ENTITIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING THERETO.

10. GENERAL RELEASE CONDITIONS: BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE SPONSOR, OTHER PROMOTION PARTNERS AND ENTITIES, AND THEIR PARENTS, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS AND SOCIAL MEDIA PLATFORMS (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, SUBMITTING AN ENTRY OR OTHERWISE PARTICIPATING IN (OR INABILITY TO PARTICIPATE IN) ANY ASPECT OF THIS PROMOTION, THE RECEIPT, ACCEPTANCE, OWNERSHIP, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION (OR INABILITY TO PARTICIPATE) IN ANY PROMOTION AND/OR PRIZE RELATED ACTIVITY, ACCESS TO THE WEBSITE, AND/OR OTHER PARTICIPATION IN THIS PROMOTION. By entering and/or accepting a prize, entrants and winners covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision adjudged to be invalid shall be struck from these Rules and the remainder shall continue in full force and effect.

11. LIMITATIONS OF LIABILITY: Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and/or social media platform and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, incompatibility, communications failure, theft, loss or destruction of Entries, nor for the failure to capture, store, or access Entry or other information. Promotion Entities are not responsible for injury or damage to participants' or to any other person's computer and/or mobile device related to or resulting from downloading materials from or use of any Website, social media platform, device or app. If the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, tampering,

unauthorized intervention, fraud, technical or other artifice, failures or errors, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion, or any element thereof and may select the winners for the respective prizes from non-suspect, eligible Entries received prior to the action or as otherwise deemed equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising and/or promotional materials relating to this Promotion, these Official Rules shall govern.

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 (OR INABILITY TO PARTICIPATE) IN THE PROMOTION AND/OR PRIZE RELATED ACTIVITIES OR ANY PART THEREOF, 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, and without limiting any other provision herein, entrants and winners hereby irrevocably consent, where lawful, to the taking, recording, and use (but without obligation) and the right to make derivative works, by Sponsor (and its affiliated companies and their respective authorized representatives) of their Entry and any part thereof, and name, image, photographs, videotape, likeness, hometown/state, biographical information, voice, as well as any statements made by winners regarding the Promotion, Sponsor and/or Promotion Partner and/or their products/brands (provided they are true and not otherwise illegal), 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, MattoBoard 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, 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, event or experience delay or cancellation, talent/prize

unavailability, epidemic or pandemic, 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 to the fullest extent permitted by applicable law be submitted for binding arbitration. Binding arbitration shall take place in the State of California, Santa Ana, and shall be administered by a neutral one-person arbitrator pursuant to the rules of the American Arbitration Association. The arbitration shall apply California state 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 Sponsors' Privacy Policy at <https://www.behr.com/pro/privacy-policy>.

By accepting these Official Rules, entrant is giving the Sponsor consent to collect, access, store and use entrants' personally identifiable information submitted with Entry in accordance with these Official Rules, for the purpose of administering the Promotion, and in accordance with the Sponsor's privacy policy.

16. WINNERS' LIST: For the name of the winner, available at the end of the promotion and after the judging period, please visit www.behr.com/designcompetition.

17. SPONSOR: The Sponsor of this Promotion is Behr Process LLC, 1801 E. St Andrew Pl, Santa Ana, California 92705.

Sponsor reserves the right, without notice or prior approval, to cancel or terminate the Contest in its entirety or modify or supersede these Official Rules in its sole reasonable discretion (as determined by Sponsor) and in such event will post termination notice or revised Rules, as applicable, on the Website, any such revised Rules will continue to govern all aspects of the Contest.

**BEHR® 2024 STUDENT DESIGN COMPETITION
SUBMISSION GUIDELINES AND SUBMISSION TERMS**

I. Submission Guidelines: Each Entry (Design Plan: Submission Cover Page, Concept Statement, Presentation Board, 3D Materials Board MattoBoard links and all content and elements thereof) must comply with the following or may be subject to disqualification:

A. Cannot defame, misrepresent or contain false, fictitious, untrue or illegal remarks or images about Sponsor or its products or other people, products or companies.

B. Cannot communicate any message inconsistent with the positive image and goodwill with which Sponsor wishes to associate. Without limitation, this means that an Entry must NOT appear to condone, promote, contain or depict in any manner illegal, tortious, dangerous, harmful, offensive, indecent, cruel, unsafe, demeaning, defamatory, disgusting, violent, hateful, or other objectionable, improper or unsuitable activities or content (as solely determined by Sponsor).

C. Entries must be especially created for this Promotion, and must be the original work created and owned by the person submitting the Entry and cannot appear to infringe upon the intellectual property (including copyrighted material or third-party trademarks), privacy, publicity, works for hire, or other rights of any other person, employer/firm, brand, or entity. Entries must not, in whole or in part, use, copy, incorporate or otherwise plagiarize from any third-party source, this includes without limitation any material created in whole or in part by the use of computer systems or algorithms generating artificial intelligence and/or deepfakes, robotics, etc., and any Entries (appearing to) contain prohibited content will be disqualified.

D. Cannot contain or depict any person without their express consent, and cannot contain materials embodying the names, likeness or other indicia identifying any other person, living or dead without their/their estates' express consent. Entries cannot be made on behalf of any other person.

E. Cannot promote drugs, alcohol, tobacco/vaping, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular highly sensitive or political agenda or message.

F. Cannot advertise or promote any brand or product of any kind (except for products of Sponsor) or contain any confidential or personally identifiable information (i.e., names, phone numbers, etc.).

G. Cannot violate any law or any terms of the Official Rules.

II. Submission Terms: By submitting an Entry, you:

A. Represent and warrant that the Entry (i) is original to entrant and does not infringe the intellectual or any other property rights of any third party, and has not been created by or contain content prohibited by these Rules, (ii) has not been previously or contemporaneously published in any media/medium, (iii) has not been submitted or used for any other commercial or public purpose, (iv) has not won an award; and (v) is especially created for this Promotion.

B. Give the Sponsor the full right and license to use your Entry as stated in the Official Rules.

C. Agree to have submitted your Entry without receiving any fee or other form of monetary compensation. And agree not to assert any rights of attribution and/or moral rights in and to your Entry.

D. Agree that submission of your Entry is without restriction and will not place Sponsor under any obligation to you or any third party.

E. Acknowledge and agree that Sponsor may receive many Entries in this Promotion and that such other Entries may be similar or identical in theme, idea, format or other respects, and you waive any and all claims you may have had, may have, and/or may have in the future that the Entry judged and scored and/or otherwise used by the Sponsor, its affiliates, or their respective officers, directors, employees and agents may be similar to or the same as those in your Entry.

F. Agree that Sponsor shall have the exclusive right to edit, adapt and publish your Entry, or any part thereof, and that Sponsor may use it in any media, in whole or in part, in composite, modified or other format in association with this Promotion without attribution or compensation to you.

G. Agree that any publication of your Entry is at Sponsor's sole discretion.

H. Agree that Sponsor is not responsible for any unauthorized third-party use of your Entry.