

**Full Rules for
John Boyle Decorating Centers / Connecticut January 21, 2021-March 31, 2021
Promotion Enter to win a Yeti® Hopper Flip 12 Soft Cooler
--Details Below--**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. You have not yet won.

ELIGIBILITY: The Benjamin Moore “John Boyle YETI” Promotion (“Promotion”) is a trade promotion open only to legal residents of the fifty (50) United States, and the District of Columbia (“U.S.”), 18 years of age or older (19 in AL and NE), who are active employees in good-standing (full or part time) of an authorized U.S. builder, remodeler, contractor or other similar business which purchases Benjamin Moore products and who is an eligible enrolled member in the Contractor Rewards Program (“CRP”) at time of entry and at time of prize award (eligible “entrant”). Employees, officers, directors of Benjamin Moore & Co. (“Sponsor”), BI WORLDWIDE (“Administrator”), their respective parent, subsidiaries and affiliated companies, agents, advertising/promotion agencies, individuals engaged in the development, production, or distribution of materials for, or implementation of the Promotion (collectively referred to herein as the “Promotion Entities”), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to participate or win a prize. Void where prohibited or restricted by law.

IMPORTANT NOTICE: Entrants have the responsibility to review and understand their employer’s policies and all applicable laws, rules and regulations (“policies and laws”) regarding eligibility to participate or receive prizes in trade promotions, including this Promotion. If an individual is participating in violation of any policies and laws, that individual and its employer may be disqualified from this Promotion, or from receiving a prize. Sponsor and Administrator disclaim any and all liability and responsibility for disputes related to this matter.

By participating in the Promotion, each entrant fully and unconditionally agrees to and accepts these Official Rules, the information provided by Sponsor in connection with the Promotion, and the decisions of the Sponsor and Administrator (and their authorized representatives) which are final and binding with respect to all matters pertaining to this Promotion and all elements thereof arising at any time.

PROMOTION PERIOD: The Promotion begins on or about 12:00 AM Central Time (“CT”) on or about January 1, 2021 and ends at 11:59 PM PT on March 31, 2021 (“Promotion Period”). Enrollment in Contractor Rewards (as defined herein) during the Promotion Period may be submitted for entry on or before 11:59 pm CT on March 31, 2021. This Promotion consists of one (1) grand prize winner. The clock on the Administrator’s server shall be the official time keeping device for this Promotion. All time referenced in connection with the Promotion is Central Time. Entrants are solely responsible for determining the corresponding time zone in their respective jurisdictions; Promotion Entities disclaim all liability or responsibility relating thereto.

HOW TO ENTER: Entrants who visit www.contractorrewards.com (the “Website”) during the Promotion Period, enroll in Contractor Rewards (as defined herein) will, subject to verification/eligibility, receive one (1) entry in the Promotion. Enrollment must be completed during the Promotion Period or no later than 11:59 pm CT on **March 31, 2021** or will not be eligible to earn an entry into this Promotion. **Limit one (1) entry per person. To enter without enrollment,** eligible Benjamin Moore contractors may call 877-286-7064. **Limit one (1) entry per person regardless of the method of entry.**

Sponsor reserves the absolute right to require validation and/or investigate and/or inspect any and all information and person in connection with this Promotion including, without limitation, participant information, and all other information or persons prior to awarding an entry and/or prize. Any information that is not, or that is suspected of not being legitimately submitted, not capable of reasonable and timely verification, or not legitimately earned, or that is not in accordance with these Official Rules is void.

RANDOM DRAWINGS/ODDS: A random drawing will be held by Administrator on or within about approximately five (5) business days after the end of the Sweepstakes Entry Period to select one (1) potential Sweepstakes Grand Prize winner among all eligible entries received during the respective drawing's Entry Period. Potential winner will be notified by mail, phone and/or email (as solely determined by Administrator) on or about five (5) business days after the drawing. Odds of winning a prize depends on the number of eligible entries received during the Promotion Period. Prize will be awarded to the eligible entrant who is the registered user on CRP associated with the entry.

Sponsor reserves the right not to award a prize if in its reasonable determination doing so would bring the Promotion Entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor, its goods/services, this Promotion or any of the Promotion Entities as determined by Sponsor in its sole discretion.

PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):

Prize(s) (1): YETI® Hopper Flip 12 Soft Cooler (MSRP \$300)

Limit one (1) prize per person during the Promotion Period. Only the prize as described is available to be awarded; in no event will Promotion Entities be responsible for awarding more prizes than stated herein.

Prize cannot be assigned, transferred, or substituted, except by Sponsor who may, at its sole discretion, substitute a prize with a prize of equal or greater value. Prize must be accepted in their entirety or not at all. Prize is not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise. Any and all applicable local, state, and federal taxes and all expenses not specifically stated herein are solely the responsibility of the winner; winner is advised to seek independent counsel regarding prize tax implications. In no event will the Promotion Entities be responsible for awarding more than the stated number of prizes herein. *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.*

PRIZE IS AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATIONS OF LIABILITY: BY PARTICIPATING, ENTRANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE SPONSOR, ADMINISTRATOR, ALL OTHER PROMOTION ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE 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 ENTRIES (AND ALL INFORMATION CONTAINED OR ASSOCIATED THEREWITH) IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION, OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF, PARTICIPATION IN THE PROMOTION OR ANY ELEMENT THEREOF AND/OR PARTICIPATION IN ANY AND ALL PRIZE RELATED ACTIVITIES, AND ACCESS/USE OF ALL WEBSITES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES. Further, to the maximum extent permitted by law, and without limiting the foregoing, entrants and winner agree to release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly brought by any persons or entities (who may be other than a party to these Official Rules) arising from or related to a product sale, participation and/or involvement in any other respect with the Promotion or any failure with respect thereto. To the fullest extent permitted by law, entrants covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant 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.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY 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 OR ANY ELEMENT THEREOF BY ANY PERSON AT ANY TIME, OR ACCESS TO, AND USE OF ANY PARTICIPATING WEBSITE(S) OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE(S). Without limiting the foregoing, everything on the Website is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

By entering and/or accepting a prize, entrants and winner hereby irrevocably consent, where lawful, to the use (but without obligation) by Sponsor (and their affiliated companies and their respective authorized representatives) of their name, company name, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by an entrant/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, without additional compensation, and without the right of review, notification or approval.

In the event of noncompliance, if an entrant is or becomes noncompliant or ineligible during or after the Promotion Period, or a potential winner fails to respond within the time specified, or cannot be reached within two separate attempts using the contact information (in Sponsor's discretion) provided on the entry, that prize will be forfeited in its entirety and an alternate potential winner may be selected provided sufficient time exists to verify an alternate. Prize or prize notifications that are unclaimed, returned, undeliverable, ignored, or otherwise, will be forfeited and will not be awarded. Unclaimed or un-awarded prizes will NOT be re-awarded.

GENERAL CONDITIONS: Neither Sponsor nor any other Promotion Entity is responsible for lost, late, misdirected, incomplete, unintelligible, illegible, stolen, returned, or undelivered entries or e-mail, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or

computer hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information, nor for the failure to capture any such information. Further, the Promotion Entities are not responsible for any typographical, human or other error in the printing of Promotion and/or collateral advertising materials, administration of the Promotion, or in the announcement of the prize recipients or in any other materials or information associated with the Promotion. Participant hereby agrees Promotion Entities shall have no liability for any such materials, printing, production, typographical, mechanical, or other errors. Persons who tamper with or abuse any aspect of the Promotion or Website, as solely determined by the Sponsor, will be disqualified. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor is not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion or downloading materials from or use of the Website. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes similar or dissimilar which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, or any element thereof and select winner (for the respective drawing/prize level as applicable) from eligible entries received prior to the action taken, or as otherwise deemed fair and appropriate by Sponsor. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction to, or unauthorized use of the Website. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, brochures, cover letters, announcements, prior rules, Promotion materials and/or any other communications or information relating to this Promotion or any element thereof, these current Official Rules shall govern.

Promotion Entities shall not be liable to entrants, winner or any other person or entity for failure to execute the Promotion, or any element thereof 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, trip or event cancellation or delay, or any similar or dissimilar event beyond their reasonable control.

DISPUTES/ARBITRATION: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Entrants are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by the Federal, state and local authorities. As a condition of participating in this Promotion, entrants agree that any and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this Promotion or any element thereof shall be resolved individually,

without resort to and waive their rights to claim any form of class action, exclusively before a neutral one person **arbitration** panel located in Bergen County, NJ. Bergen County, NJ.

PRIVACY POLICY: For information about how personal information is used in connection with this Promotion, please see its privacy policy, located at <https://www.contractorrewards.com/contractorrewards/logon.do>.

WINNER LIST: For a list of the winner, mail your request in a U.S. sufficiently self-addressed, stamped envelope to be received by April 15, 2021 to: Benjamin Moore John Boyle YETI Promotion, Winner List Request, P.O. Box 1610, Minneapolis, MN 55440. Limit one (1) request per person.

SPONSOR: Benjamin Moore & Co., 101 Paragon Drive, Montvale, NJ 07645.