

**MASTERCHEM INDUSTRIES LLC  
ULTIMATE PRO VAN CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.** INTERNET ACCESS REQUIRED TO ENTER. EVIDENCE OF A CURRENT, VALID U.S. DRIVER'S LICENSE AND AUTOMOBILE INSURANCE WILL BE REQUIRED PRIOR TO PRIZE AWARD. Void outside the 48 contiguous United States, and 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.kilz.com/provan](http://www.kilz.com/provan). 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 July 12, 2021 and ends at 11:59 P.M. ET on October 12, 2021 (the "Promotion Period"). All time referenced herein is Eastern 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 Masterchem Industries LLC Ultimate Pro Van Contest (referred to as the "Promotion") is offered in the 48 contiguous United States including D.C., excluding Alaska and Hawaii ("U.S.") to legal U.S. residents, 18 or older at time of entry. Employees, officers and directors of Masterchem Industries LLC ("Sponsor"), Masco Corporation, Motor Trend Group, Graco Inc., WernerCo, 3M COMPANY, ("Promotion Partner(s)"), 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.kilz.com/provan](http://www.kilz.com/provan) ("Website"), (ii) follow all onscreen instructions to complete the Promotion entry form (including your Contractor ID if applicable), (iii) provide a compelling response (in 250 words or less) to the following: ***"Tell us how you would use the Pro Van if you were selected as the winner,"*** and (iv) share an image of your latest paint project (optional but if submitted will be considered in the judging process), then press

“submit” (“Entry”). Entrants must include a valid name and email address and provide all required information in order for their Entry to be eligible. 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.** If multiple Entries are received from the same entrant, only the first Entry 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. If submitted, photo must show your own paint job recently completed (in the last year) or photo may not be considered as part of the Entry. Entrants must complete all steps and submit all required information during the Promotion Period. Failure to strictly comply with these specific requirements will result in immediate disqualification and such Entry will not be considered. 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 textual 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:** Entries must be complete, compliant, submitted via the Website, and received by Sponsor within the Promotion Period. All Entries are subject to the terms and requirements stated in the attached Submission Guidelines and Terms. **In addition to all other restrictions and conditions stated or incorporated elsewhere herein, Entries may NOT name, reference, contain or depict any minor child(ren) (under the age of 18) or any other person without their consent.** 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. Once submitted, your Entry cannot be changed, altered or modified.

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) 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.

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 Sponsor's or Promotion Partners' 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. 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.

Entries may be forwarded or shared with family, friends and direct known contacts; 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, or if applicable to acquire (unauthentic) Entries, Likes or Follows etc. is prohibited, as is posting content to irrelevant or inappropriate sites to obtain entry, 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.

**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 purchase.

**4. AGREEMENT TO OFFICIAL RULES:** All Entries and participation in this Promotion shall be governed by these Official Rules ("Rules"), the Sponsor's [Terms of Use](#) and [Privacy Policy](#) (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 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.

*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, entrants grant to Sponsor, Promotion Partners, 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 (but without obligation to do so) the Entry, in whole and in part, and all the content, 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 intellectual property.** 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 based on the following criteria in the table below:

EVALUATION CRITERIA	CRITERIA	CRITERIA DESCRIPTION	TOTAL POSSIBLE POINTS
<b>Response to Question (in 250 words or less):</b>  <b>QUESTION: Tell us how you would use the Pro Van if you were selected as the winner.</b>	<b>CRITERIA 1</b>  Ownership of Pro Van	For example, mentions how van will be used, etc., either for themselves or for a separate person with whom they have a close personal tie	30
	<b>CRITERIA 2</b>  Functional Use of Pro Van	For example, mentions entrant's or a close personal contact's existing or future business, business name, and/or mention that entrant or contact currently are or have been a professional painter previously, how they used van, etc.	30
	<b>CRITERIA 3</b>  Impact of the Pro Van	For example, provides a full description of exactly why the van would be valuable to the entrant or the entrant's close personal contact, i.e. for personal or professional advancement, economics, etc.	30
Submission of Paint Project Photo	Submission of Paint Project Photo		10
<b>TOTAL POSSIBLE POINTS</b>			<b>100</b>

In case of a tie, the Entry, among those tied, with the highest rating in the Criteria 1 category will break the tie. In the event a tie still remains, the Entry, among those tied, with the highest rating in the Criteria 3 category 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 winner will be required to provide proof of a valid current U.S. driver's license and automobile liability insurance, or else prize will be forfeited and awarded to an alternate potential winner. Winner may be required to execute additional releases or other documents at the request of Sponsor or any other third party. To be eligible, winner must physically reside in the contiguous U.S. (as defined herein) and as applicable must take possession of the vehicle on or within 7 days of notification (which

may take up to 120 days) at the location specified by Sponsor. Winner is solely responsible, as applicable, for all tax, title, registration and insurance, and delivery of vehicle from delivery location to winner's U.S. residence. Upon prize delivery to winner, winner assumes all costs, responsibility, damages, liability and expenses relating directly or indirectly to the vehicle thereafter. Any difference in MSRP/Kelley BBV and actual value will not be awarded in cash or otherwise. 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 winner may be subject to a background check as determined by the Sponsor in its sole discretion; if potential Prize winner has been convicted of a felony or any other crime that would reflect negatively on the Sponsor or Promotion Partners, the potential winner may be disqualified, and an alternate potential winner may be notified based on next highest score. **Vehicle prize must be accepted "AS IS". WITHOUT LIMITING ANY MANUFACTURER WARRANTIES (IF ANY), SPONSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE QUALITY OR CONDITION OF THE PRIZE OR ANY ELEMENT THEREOF AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** 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 Grand Prize winner will be announced approx. four - six weeks following the end of the Promotion Period. Potential winner will be notified via email or telephone (in Sponsor's discretion), 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) ("Release Documents") and an IRS 1099, 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 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. 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. **PRIZE/MANUFACTURER'S SUGGESTED RETAIL PRICE ("MSRP")/APPROXIMATE RETAIL VALUE ("ARV"):**  
**Grand Prize (1):** a 2020 Ford® Transit 350 Cargo Van (MSRP: \$40,035) with a Motor Trend® professional painters' customization package (ARV: \$69,965). Package consists of: vinyl flooring, mechanical ladder system, custom galley and sink with water system, rack system, infotainment system (including speakers), cameras, exterior

lighting, refrigerator, sound system; 3M® Painters Tape, Woodfillers, Maskings, Masking Tape, Standard Sheets, Cloth Tape, Cut Sheets, Sanding Sponges, Spackling, Maskings; Werner® Ladders, Weather Guard® bins, mats, and hook holders; Graco® Ultra Max II 495 PC Pro Electric Airless Stand sprayer, TC Pro Cordless Handheld Airless Sprayer, and popular accessories; KILZ® Primers (3 1-Gallon, 6 5-Gallon, and 12 Aerosols), brushes (9), and rollers (14) with roller covers (8); Behr Pro® Interior and Exterior Paint (4 1-Gallon and 3 5-Gallon). Total ARV of Grand Prize: **\$110,000**.

**Limit one (1) prize per person/household.** Winner is solely responsible for all costs and expenses not expressly set forth as being included herein. Prize will be awarded provided sufficient eligible entries are received. Prize is personal to the winner, is nontransferable and non-refundable and must be accepted as a whole, as awarded. Sponsor will pay applicable U.S. Federal and state taxes on the actual value of the vehicle prize (including customization package) being awarded (up to a maximum amount of \$30,000). However, winner will not be discharged from their required applicable tax payment obligations if over the maximum amount covered by Sponsor, nor from their tax reporting requirements and the like, which are the sole responsibility of such winner in addition to any and all expenses after prize award. 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 MSRP/ARV and the actual price of the prize selected. If applicable, gift cards/certificates are subject to terms and conditions established by the issuer (including expiry dates), are provided for promotional purposes only and, unless otherwise stated or required by law, are not redeemable for cash. Gift cards/certificates awarded as a prize will not be replaced by Promotion Entities if lost, stolen, misplaced, damaged or destroyed. Only the number and description 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 gift cards 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 any 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. *The use of any non-Sponsor trademarks, service marks, logos or other marks in connection with this Promotion or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks, and such owners are not sponsors nor otherwise affiliated with this Promotion.*

**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 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 WINNER 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 winner 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 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 winner(s) 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, 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 winner 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 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, winner 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 Missouri, Jefferson County, and shall be administered by a neutral one-person arbitrator pursuant to the rules of the American Arbitration Association. The arbitration shall apply Missouri 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 Sponsor's Privacy Policy at <https://www.kilz.com/privacy-policy>. ***By accepting these Official Rules, entrant is giving the Sponsor consent to collect, access, store and use entrant's 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, please visit URL [www.kilz.com/provan](http://www.kilz.com/provan)

**SPONSOR:** Masterchem Industries LLC, 1801 E. St Andrew Pl, Santa Ana, California.

Sponsor reserves the right, without notice or prior approval, to modify or supersede these Official Rules in its sole reasonable discretion for important reasons and in such event will post revised Rules on the Website, which will continue to govern all aspects of the Contest.

**MASTERCHEM INDUSTRIES LLC**  
**ULTIMATE PRO VAN CONTEST**  
**SUBMISSION GUIDELINES AND SUBMISSION TERMS**

**I. Submission Guidelines: Each Entry (Response and Photo) must comply with the following, or may be subject to disqualification:**

A. Cannot defame, misrepresent or contain disparaging 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 the original work 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, or other rights of any other person, brand, or entity.

D. Cannot contain trademarks (including logos), trade dress (such as distinctive packaging or building exteriors/interiors), or any other similar intellectual property rights owned by others, except for those owned by Sponsor (and such Sponsor-owned images may be used solely in connection with an Entry), without express consent of the intellectual property owner.

E. 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. Any Entry in which any other person owns or has any rights or interests (including, but not limited to, rights as joint author) must be submitted with such joint owner's express consent.

F. Cannot promote drugs, alcohol, tobacco, 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.

G. 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.).

H. 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 and does not infringe the intellectual property rights of any third party, (ii) has not been published in any medium, (iii) has not been submitted or used for any other commercial or public purpose, (iv) has not won an award; and (v) has not been previously submitted in 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 moral rights in and to Entry.

D. Grant Sponsor and its designees an unlimited, irrevocable, worldwide, perpetual license to publish, copy, display, broadcast, distribute, transmit, adapt, modify and/or otherwise use, at Sponsor's sole discretion, your Entry for any purpose, including, but not limited to, promotion of Sponsor or its products, without any fee or other form of compensation.

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

F. 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 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.

G. 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 association with this Promotion without attribution or compensation to you.

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

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