

## BENJAMIN MOORE CONSUMER ADVISORY PANEL SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. DESCRIPTION: THIS SWEEPSTAKES (“SWEEPSTAKES”) IS NOT OPEN TO THE GENERAL PUBLIC. YOU MUST BE A CURRENT BENJAMIN MOORE CONSUMER ADVISORY PANEL BOARD MEMBER AND COMPLETE AT LEAST ONE ONLINE SURVEY DURING THE SWEEPSTAKES PERIOD. NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

The Benjamin Moore Consumer Advisory Panel Sweepstakes (“Sweepstakes”) starts at 12:00:01 A.M. Pacific time on January 1, 2012 and ends at 11:59:59 P.M. Pacific time on March 31, 2012 (“Sweepstakes Period”).

### **Sponsor and Administrator**

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

2. HOW TO ENTER There are two ways to enter 1) Benjamin Moore Consumer Advisory Board members will be sent an invitation via email to participate in a survey. Panel members who complete the survey will receive one entry into the Sweepstakes. 2) A free alternate means of entry (“AMOE”): Legibly hand print on a postcard your complete name, street address (no P.O. Boxes, please), city, state, zip code, country, daytime telephone number, age, and email address, and mail it to: Benjamin Moore Consumer Advisory Panel Sweepstakes, 101 Paragon Drive, Montvale, NJ 07645. You must first be a Benjamin Moore Consumer Advisory Panel Member before you submit a mail in form of entry. Limit of one AMOE per person. AMOEs received outside of the Sweepstakes Period will not be eligible for the Sweepstakes drawing. Sponsor and Administrator not responsible for auto generated, lost, late, mutilated, or postage-due AMOEs.

Panel Members must be residents of the United States who are at least 18 years old at the time of entry, and who complete the Survey, will be automatically entered into the Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. All Sweepstakes entries and materials submitted become the property of the Sponsor and shall not be acknowledged or returned. Sweepstakes entrants must provide all information requested to be eligible to win. Incomplete, unreadable, or unintelligible entries shall be disqualified. Entries generated by a script, macro or other automated means shall be disqualified.

3. ELIGIBILITY: This Sweepstakes is not open to the general public. Sweepstakes is open only to Benjamin Moore Consumer Advisory Members who are invited to take an Online Survey, are residents of the United States, who are

at least 18 years old at the time of entry, and who complete the Online Survey. There may be multiple survey invitations sent during the sweepstakes period.

Each survey completed will earn an entry into the sweepstakes. Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six months prior to the Start Date, held employment with or performed services for Sponsor, Administrator (collectively, "Sweepstakes Entities") or any organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes, are not eligible to enter or win. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three consecutive months in a consecutive twelve-month period. "Immediate Family Members" means parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, and spouses. Void where prohibited.

#### 4. WINNER SELECTION AND NOTIFICATION: WINNER SELECTION AND NOTIFICATION: Prize

winners shall be selected in a random drawing to be conducted on or about April 8, 2012 by the Administrator from all eligible entries received during the Sweepstakes Period. Prize winners shall be notified by email. Except where prohibited or as restricted by law, prize winners may be required to execute an affidavit of eligibility and a release of liability/publicity prior to delivery of prize. Potential prize winners must reply with all the information requested in the prize winning notification within five (5) days of notification date. If potential prize winner fails to reply within the requested time period, their entry will be disqualified and an alternate potential prize winner will be selected. The decisions of the Administrator are final and legally binding in all Sweepstakes related matters. If a resident of Canada is randomly selected as a prize winning entry, a skill based question will be asked by the Administrator prior to confirming the winning entry.

#### 5. PRIZES: ONLY THE PRIZES LISTED BELOW WILL BE AWARDED IN THIS SWEEPSTAKES.

Five (5) Grand Prizes: \$100 (USD) Gift Card.

Terms and conditions of the Gift Card apply. Approximate retail value \$100 (USD)

Prize winner shall be solely responsible for all federal, state and local taxes, and the reporting consequences thereof. No prize will be replaced once issued to the prize winner.

6. ODDS OF WINNING: Odds of winning depend on the number of eligible entries received during Sweepstakes Period.

7. CONDITIONS OF PARTICIPATION/INDEMNIFICATION: By participating, Sweepstakes entrants agree to be bound by these Official Rules and the

decisions of the Sponsor and the Administrator, which shall be final and legally binding in all respects. By participating in this Sweepstakes and/or by accepting any prize that they may win, entrants agree that the Sweepstakes Entities; their respective parents, subsidiaries and affiliated companies, units and divisions, and advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies' and individuals' respective successors, representatives and assigns (collectively, the "Indemnified Parties") shall not be liable for any and all actions, claims, including any third party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to this Sweepstakes, including entry and participation in this Sweepstakes, and acceptance, possession, use or misuse of any prize. Each entrant, including each prize winner, by participating in the Sweepstakes, agrees to fully indemnify and hold harmless each Indemnified Party from any and all such claims by third parties without limitation. Entrants authorize the Indemnified Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner list, if applicable, without further compensation, unless prohibited or as restricted by law. The "promotional material" provision does not apply to entrants from the State of Tennessee. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Indemnified Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Survey or this Sweepstakes, and reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Sweepstakes. Sponsor may prohibit you from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Sweepstakes participants or Sponsor representatives. This Sweepstakes shall be governed by the internal laws of the state of California. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent

jurisdiction within the City and County of San Francisco in the state of California and you hereby submit to jurisdiction by the state of California. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHALL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES AND COURT COSTS) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8. PRIVACY POLICY: By entering the Sweepstakes, you grant Sponsor permission to share your name, address, email address and any other personally identifiable information with the Administrator and/or persons and companies providing services with regards to prizes, including but not limited to fulfillment and delivery. Except for the foregoing disclosures, the programming or promotional disclosures as described in section 7, and disclosures made in the prize winners list, Sponsor will not share your personal information with any other parties without your consent or as required by law or lawful order.

9. PRIZE WINNER LIST: For the list of prize winners or a copy of the Official Rules, mail a self-addressed, stamped envelope to be received no later than March 31, 2012 to: Benjamin Moore Professional Painters Advisory Board Panel Sweepstakes 1 “Winners List” or (“Rules”), 101 Paragon Drive, Montvale, NJ 07645