



CONTEST RULES
March 4, 2022



DIY BEFORE AND AFTER CHALLENGE

**Official Contest Rules For
Paint Shop DIY BEFORE AND AFTER CHALLENGE (the "Contest")**

March 4th – March 31st, 2022 (the "Contest Period")

THE PRIZE

\$500 Paint Shop gift card.

WHO CAN ENTER

The Contest is open to Canadian residents except in Quebec who are of legal age in their province/territory of residence at the time of entry.

HOW TO ENTER

No purchase or payment of any kind is necessary to enter or win. The provision of a valid Facebook and/or Instagram account is required to participate in the Contest.

To enter, post a before and after photo of a home project you have done on Facebook OR Instagram listing the Paint Shop products you used. In your post tag us with @paintshopcanada AND using the hashtag #paintshopproject.

Unlimited entries per person. All entries become the property of Paint Shop and will not be acknowledged or returned.

THE DRAW

At the end of the contest period all valid entries will be included in a random draw. One winner will be drawn and announced on Paint Shops' Facebook and Instagram pages, and will be contacted via Facebook Messenger or Instagram Direct on or before April 1, 2022.

THE WINNER

The winner must be able to pick-up the prize at their nearest Paint Shop location. By entering the Contest, the winner agrees to take sole responsibility for the pick-up of the prize and ANY costs or damages they may incur as a result. The Winner agrees to forfeit the prize if they do not pick up the prize thirty (30) days after initial contact has been made to them by Paint Shop.

LAWS AND REGULATIONS

All federal, provincial, and local laws and regulations apply. All expenses not specified herein, and all taxes and delivery charges on prizes, if applicable, are the sole responsibility of the prize winner.

The Contest is subject to all applicable federal, provincial, and local laws and is void where prohibited by law. If any provision of these Contest Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect. Decisions of Paint Shop in respect of any aspect of the Contest are final and binding on all entrants.

Participation in the Contest constitutes acceptance and agreement to these Contest Rules. Any attempt by an entrant to deliberately undermine the legitimate operation of this Contest is a violation of criminal and/or civil laws. Should such an attempt be made, Paint Shop reserves the right to disqualify entrant and seek damages and other remedies to the fullest extent permitted by law.

If for any reason the Contest is not capable of being conducted as intended by Paint Shop, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, Paint Shop may, at its sole discretion, disqualify any entrant responsible for such misconduct and cancel, terminate, modify, or suspend the Contest.

LIMITATION OF LIABILITY

All entrants further agree that Paint Shop, Facebook, Instagram or Paint Shop affiliates, subsidiaries, and employees shall have no liability and will be held harmless by the entrant for any and all liability, loss or damage incurred with respect to this Contest and/or the awarding, receipt, possession and/or use or misuse of any prize and acknowledge that the Releasees have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied in fact or in law, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

The Paint Shop its owners, affiliates, subsidiaries, employees and agents, will not, under any circumstances, be responsible for, or liable to any entrant or any other person for:
Any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered entries, regardless of the cause;

Any failure for any reason whatsoever of the selected entrant to receive prize notification via Facebook Messenger or Instagram Direct;

Any changes in Facebook Messenger or Instagram Direct accounts after entry ballots are submitted;

Any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause;

Or any damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest or submission to the Contest or participation in the Contest or the Contest prize, or the use of the paintshop.ca website (including the downloading of any materials from that web site) and regardless of the cause or any negligence by Paint Shop or anyone for whom Paint Shop is responsible, and notwithstanding that Paint Shop may have been advised of the possibility of such loss or damage being incurred.

CONSENT TO PERSONAL INFORMATION USE AND DISCLOSURE

By entering the Contest, participants consent to Paint Shop collection, use and disclosure of the personal information provided in the entry for the administration of the Contest, as well as to offer additional products, services, advertising and solicitations in accordance with Paint Shop's privacy policy ("Privacy Policy"). Paint Shop is committed to protecting the privacy of the personal information the entrants have provided herein.

RIGHTS GRANTED BY YOU

By entering this content (e.g., photo, video, text, etc.), You understand and agree that Paint Shop, anyone acting on behalf of Paint Shop, and Paint Shop licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, pictures submitted, statements about the Contest, and biographical information for news, publicity, information, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Paint Shop. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Paint Shop from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Paint Shop may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.