PPG Industries

PPG PAINTSTM Golden Ticket Giveaway

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

- 1. **Timing:** The PPG "*PPG Paints* Golden Ticket Giveaway" ("Promotion") begins on January 9, 2017, at 7:00 a.m. Eastern Time ("ET"), and ends on February 3, 2017, at 7:00 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Promotion.
- 2. **Participating Locations:** The following *PPG Paints* locations (each, a "Participating Location") are included in the Promotion:

Store#	Address	City	State	Postal Code	Location
9778	4707 William Flynn Hwy, 1A & 1B	Allison Park	PA	15101	Allison Park
9785	416 Washington Rd	Carnegie	PA	15106	Carnegie
9794	20804 Route 19	Cranberry Township	PA	16066	Cranberry
9421	528 Fairmont Avenue	Fairmont	WV	26554	Fairmont
9781	1153 Old Freeport Rd	Pittsburgh	PA	15238	Fox Chapel
9793	104 E. Otterman Street	Greensburg	PA	15601	Greensburg
9786	10739 Route 30	N. Huntingdon	PA	15642	Irwin
9788	4830 McKnight Road	Pittsburgh	PA	15237	McKnight
9790	3307 Washington Road	McMurray	PA	15317	McMurray
9792	125 Seco Road #2	Monroeville	PA	15146	Monroeville
9789	316 Castle Shannon Blvd	Pittsburgh	PA	15234	Mt Lebo
9777	1130 Perry Highway	Pittsburgh	ра	15237	Perry Hwy
9787	3315 Saw Mill Run Blvd	Pittsburgh	PA	15227	Saw Mill
9796	6401 Penn Avenue	Pittsburgh	PA	15206	Shadyside
9783	3131 Penn Ave	Pittsburgh	PA	15201	Strip
9779	143-145 South Main St	Washington	PA	15301	Washington
9784	436 National Rd	Wheeling	WV	26003	Wheeling
8304	8530 South Avenue	Youngstown	ОН	44514	Youngstown

3. **Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States (including the District of Columbia; excluding Florida, New York, and Rhode Island) who are at least eighteen (18) years old at the time of entry. Employees of PPG Industries, Inc., PPG Architectural Finishes, Inc., and any of their affiliate companies, as well as the immediate family (spouse, parents, in-laws, siblings, and children) and household members of each such employee are not eligible. Void where prohibited by law. The Promotion is subject to all applicable federal, state, and local laws and regulations. Participation in the Promotion constitutes participant's full and unconditional agreement to these Official Rules and by the Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

- 4. How to Enter: No purchase necessary. During the Promotion Period, visit a Participating Location and complete an entry form. Once you have completed all of the requested information on the form, deposit the form where indicated. You must complete ALL entry form blanks in order to receive a valid entry. <u>Limit</u>: One (1) entry per person during the Promotion Period for completion of the entry form. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or any other methods will void all of that participant's entries and that participant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification of participant and voiding of all of participant's entries. In the event of a dispute as to any email address, the authorized account holder of the email address used to register for such email address will be deemed to be the participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.
- 5. **How to Win:** On our around February 10, 2017, Sponsor will randomly select one (1) potential Grand Prize winner and three (3) potential First Prize winners from among all eligible entries received during the Promotion Period. In addition, Sponsor will randomly select one (1) potential Second Prize winner from each Participating Location, for a total of eighteen (18) potential Second Prize winners. Each drawing will take place at the Sponsor's address as set forth herein. The winners need not be present. The potential winners will be notified by email or telephone on or about the date of the applicable drawing. Except where prohibited, each potential winner may be required to sign and return to the Sponsor, within ten (10) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release, in order to claim his/her prize. If a winner has not reached the age of majority in his/her state of residence, then the prize will be awarded in the name of his/her parent or legal guardian. If the potential winner cannot be contacted within ten (10) days of the first attempt to contact him/her or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period or prize is returned as undeliverable, potential winner forfeits prize, and an alternate participant will be selected in his/her place at random from among all remaining eligible entries received during the Promotion Period (and, if for a Second Prize drawing, from the same Participating Location). Prize will be fulfilled two (2) weeks after winner confirmation.
- 6. **Prizes:** ONE (1) GRAND PRIZE: One (1) Grand Prize winner will receive a Grand Prize package to consist of: (a) Two (2) tickets to the Pittsburgh Penguins® Golden Ticket game on April 2, 2017; (b) one (1) Wendell August Forge commemorative box and solid bronze limited edition golden ticket; and (c) use of Sponsor's suite at the PPG Paints Arena for the Pittsburgh Penguins® game on April 2, 2017, for twenty-four (24) people inclusive, including suite admission, food and non-alcoholic beverages in the suite. Approximate Retail Value ("ARV"): \$12,500. THREE (3) FIRST PRIZES: Three (3) First Prize winners will each receive one (1) autographed Pittsburgh Penguins® item, such as a player jersey, to be determined by Sponsor in its sole discretion. ARV of First Prizes: \$200 each. EIGHTEEN (18) SECOND PRIZES: Eighteen (18) Second Prize winners will each receive one (1) set of Pittsburgh Penguins cornhole boards. ARV: \$100 each. Total ARV of all prizes: \$14,900. Winners must comply

with all terms and conditions of these Official Rules in order to claim a prize. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. WINNER IS RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES AND FEES ASSOCIATED WITH PRIZE RECEIPT AND/OR USE. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period (and, in the case of the Second Prize drawings, from the same Participating Location).

- 7. **Publicity:** By entering the Promotion and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant's name, likeness, biographical information, submission and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). All submissions, including submission file and content, if applicable, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Promotion, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.
- 8. General Conditions: Sponsor is not responsible for problems with the submissions, including, but not limited to, lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel the Promotion, and select the winner(s) from the eligible entries received prior to the modification, suspension, or cancellation. Sponsor agrees to take such action in a fair and appropriate manner. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any other participant's submission or undermine the legitimate operation of the Promotion is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9. Release and Limitation of Liability: BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT

OF PARTICIPATION IN THE PROMOTION OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants or by any of the equipment or programming associated with or utilized in the Promotion; (2) unauthorized human intervention in any part of the entry process or the Promotion; (3) technical or human error which may occur in the administration of the Promotion or the processing of Promotion submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Promotion including but not limited to quality, condition or fitness for a particular purpose. If for any reason a participant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant's sole remedy is another submission and thereby another entry into the Promotion. No more than the stated number of prizes will be awarded.

- 10. **Disputes:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the Commonwealth of Pennsylvania, U.S.A.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-ofpocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania, U.S.A.
- 11. **Sponsor:** PPG Industries, Inc., One PPG Place, Pittsburgh, PA 15272.
- 12. **Entrant's Personal Information:** Information collected from participants is subject to the Sponsor's Privacy Policy, available at http://www.ppg.com/en/Pages/legal_notices.aspx.

13. **Winners' List:** For the winners' names, send a self-addressed, stamped envelope, along with a request to "PPG PaintsTM Golden Ticket Giveaway", Attn: Lauren West – Marketing, PPG Architectural Finishes, Inc., 400 Bertha Lamme Dr., Cranberry Township, PA 16066. Requests must be received by April 1, 2017.