

# **AXALTA CUSTOM FINISHES: 2025 CALENDAR CONTEST OFFICIAL RULES**

## **TO ENTER**

This is an online-only promotion. Submitters may enter online by visiting <https://axaltacalendars.com/contest>, and completing the Contest Entry Form in its entirety. You must upload two (2) digital photos of the finished vehicle (“Photos”). Incomplete entries will not be accepted and are void. The Sponsor shall not be responsible for entries received after the Promotion Entry Period for any reason, including due to performance or nonperformance by third party telecommunication providers. Submitters may enter more than one vehicle but must enter each as a separate contest entry. Entries submitted in violation of the Official Rules will not be considered, including inappropriate or offensive entries, as determined in Sponsor’s sole discretion. All entry forms and photos entered become the property of Sponsor and will not be returned.

## **PHOTOGRAPH REQUIREMENTS**

Digital Photos submitted must not exceed 3.5 MB in size and must be submitted in jpeg (.jpg) or .png format. If Entrant did not personally take Photos, he/she must obtain an assignment of all copyrights and other rights in the Photos from the photographer before submittal.

## **NO ENTRY FEE REQUIRED TO PARTICIPATE**

This is a custom finish skill contest. It is sponsored by Axalta Coating Systems, LLC (the “Sponsor” or “Axalta”). Eligible interested parties (the “Entrant” or “Submitter”) may provide a photo of a motorized passenger vehicle, including automobiles (imports or domestic), motorcycles, aircraft, or watercraft, that was finished with Axalta Coating Systems brands, e.g. Cromax®, Spies Hecker® or Standox® products. Entrants must own or have finished the vehicle prior to March 1, 2024. An Entrant may submit multiple entries, but only one entry per vehicle may be submitted.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. YOUR ODDS OF WINNING DEPEND ON THE ASSESSMENT OF THE ENTRY PHOTOS YOU SUBMIT COMPARED TO THE ASSESSMENT OF THE ENTRY PHOTOS THAT OTHER ELIGIBLE ENTRANTS SUBMIT ACCORDING TO THE JUDGING CRITERIA SET FORTH BELOW. OPEN TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES OR CANADA (BUT EXCLUDING RESIDENTS OF THE PROVINCE OF QUEBEC). CONTEST BEGINS 12:01 AM EASTERN TIME (“ET”) ON MARCH 1, 2024 AND ENDS 11:59 PM ET ON May 10, 2024. VOID WHERE PROHIBITED.

## **TIMING**

The Axalta Custom Finishes 2025 Calendar Contest (the “Contest” or the “Promotion”) begins at 12:01 AM Eastern Time (“ET”) on March 1, 2024 and ends at 11:59 PM ET on May 10, 2024 (the “Promotion Entry Period”). The Sponsor’s clock will be the official Promotion clock, and the timeliness of entries will be determined by Sponsor in its sole discretion.

## **ELIGIBILITY**

Submitter must be at least 18 years of age at time of entry and a permanent legal resident of the 50 United States or Canada (but excluding residents of the Province of Quebec). The following

are not eligible to participate: a) officers, directors, and employees of Sponsor, its affiliates, distributors, sales representatives, advertising and promotion agencies, and any other party that is directly involved with the development or implementation of this Promotion; and b) the immediate family members (spouse, parents, children, siblings, and their respective spouses) of employees of any of the foregoing and household members with whom they may reside (whether related or not). Void outside the 50 United States, void in Puerto Rico, the District of Columbia, and the Province of Quebec, void in other U.S. territories, possessions, and military installations, and void wherever prohibited or restricted by law.

### **JUDGING CRITERIA**

Properly submitted entries and photos meeting all eligibility requirements will be judged by Sponsor or its independent agent, whose decisions are final. Judging will be based on the following criteria applied to the custom finish: best use of color, finish quality, technical difficulty, design originality, and artistic merit, all in the judge's sole opinion. In the event of a tie, the entrant with the highest score on best use of color will be deemed to be the winner.

### **WINNER NOTIFICATION AND PRIZE AWARDING**

Potential Winners will be determined around Friday, May 29th. Potential Winners will be notified by email and/or phone, and will be required to reply to Sponsor, within ten (10) days of notification, in the manner set forth in the email and/or phone notification. If a Potential Winner does not comply, is found to be ineligible or out of compliance with the Official Rules, declines to accept, or if winner notification is returned as undeliverable, the prize will be forfeited and offered to the Entrant who received the next highest score, based on the judging criteria. This process will be repeated until all winners have been confirmed. Additionally, if a potential winner's vehicle is not available to be photographed by the Sponsor's photographer, he/she will forfeit their spot in the calendar.

### **PRIZES**

There will be twelve (12) winners based on the Judges scores. All winners will receive a complimentary professional photo shoot of the winning custom finished vehicle submitted, 25 copies of the 2025 calendar, and promotion of the vehicle, builder and/or owner at the discretion of Sponsor (Approx. Retail Value U.S. \$ 2,500.00 each).

### **GENERAL TERMS & CONDITIONS**

- a. By submitting an entry, Entrant warrants and represents that: (i) he/she is the sole and exclusive owner of the vehicle being submitted, or who has or can provide the written permission and release by the vehicle owner, body shops, and painter for the use of the Photos; (ii) that he/she created and applied the custom finish to the vehicle; (iii) the vehicle has not been entered into any previous Competitions offered by a direct competitor of the Sponsor, (iv) Submitter has the full and exclusive right, power and authority to submit the Photo entry, and to grant Sponsor the rights to the submission, without compensation; and (v) no rights in the submission have been previously granted to any other person, firm, corporation, or entity.
- b. Sponsor reserves the right to disqualify any submission at any time in the event Sponsor determines, in its sole discretion, that the entry and/or Photo: (i) is lewd, (ii) communicates messages or images inconsistent with the positive images and/or goodwill to which Axalta wishes to associate (examples include, but are not limited to, displays of in unsafe situations,

entries that promote bigotry or discrimination), (iii) disparages any person, Axalta, or Axalta's products, (iv) infringes upon the copyrights, trademarks, privacy, property, publicity or other intellectual property rights of any person or entity not affiliated with this Contest who has not granted consent, (v) displays or promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), and/or (vi) that an Entrant has not otherwise complied with these Official Rules.

- c. If the submission or Photo contains any material or elements that are not owned by the Submitter and/or that are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Photo, any and all releases and consents necessary to permit the use and exhibition of the submission by Sponsor. This includes, but is not limited to, images protected by copyright, trademark, patent, trade secret, right of publicity, etc.
- d. By submitting an entry and in consideration of the opportunity to win one of the prizes described herein which Submitter acknowledges is good and valuable consideration, Submitter agrees to assign and hereby does assign to Sponsor all rights, title, and interest in the entries and Photos and the copyrights, as well as a non-exclusive license in perpetuity in the entries and Photos, which include the right to make copies of the entries and Photos, the right to make derivative works based on the entries and Photos by editing, adapting or altering in any way the original submissions, the right to distribute and sell copies of the entries and Photos or any derivative thereof, and the right to publicly perform and publicly display the entries and Photos or any derivative thereof in the United States and throughout the world including use on the Internet or in any other manner or media of Sponsor's choice, existing now or in the future, without attribution or further compensation. Additionally, the Submitter hereby irrevocably and forever waives and agrees not to assert any moral rights which the Submitter may have in any Photos and entries (including, without limitation, any right of paternity or integrity, any right to claim authorship of such Photos or entries, any right to object to any distortion, mutilation or modification of such Photos or entries or any similar right, whether existing under any United States, Canadian or any foreign law). Use of an entry or Photo by Sponsor does not suggest in any way that the Submitter is a winner. By submitting an entry, Entrant also releases and discharges Sponsor from any liability by virtue of any alteration that may occur in the use and/or editing of an entry or Photo.
- e. In the event of a dispute regarding the identity of the person submitting an entry or Photo, the entry and Photo will be deemed to be submitted by the person in whose name the email account is registered.
- f. By claiming a prize, Submitter agrees that Sponsor and its officers, employees, shareholders, affiliates, agents, and advertising and promotional agencies have no liability whatsoever for any injuries, losses, or damages of any kind related to participation in this Contest, or from acceptance or use/misuse of any prize offered.
- g. Acceptance of a prize shall constitute Submitter's agreement that Sponsor or its agent(s) may use and/or display the winner's name, address (city, state/province/territory only), likeness, biographical information, photo entry (and content) and/or prize information, without limitation, for promotional purposes, without further consideration, except where prohibited by law.
- h. All taxes on prizes (if applicable) are the sole responsibility of the Submitter.

- i. Prizes are not transferable or assignable, except to a surviving spouse, or at the sole discretion of Sponsor.
- j. Winners must agree to have available, or transport their vehicle, to an agreed-upon location in the winner's hometown, in order to have it professionally photographed as part of the prize package being offered. Any winner who cannot meet this obligation will forfeit his/her prize, in entirety, and an alternate will be selected.
- k. Disputes: Except for residents of Canada and where prohibited by law, all disputes concerning this promotion will be governed by and construed in accordance with the laws, rules and regulations of the State of Pennsylvania without regard to its choice of laws or conflict of laws provisions, and all disputes will be resolved in the applicable federal or state courts serving Philadelphia, Pennsylvania.
- l. For Canadian residents: All disputes concerning this promotion will be governed by and construed in accordance with the laws, rules and regulations of the Province of Ontario without regard to its choice of laws or conflict of laws provisions, and each party attorns to the exclusive jurisdiction of the Superior Court of justice (Ontario).
- m. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE WEBSITE ASSOCIATED WITH THIS PROMOTION, OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**
- n. Sponsor shall not be responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries or Photos (or any components thereof). Sponsor shall not be responsible for any incorrect or inaccurate information, whether caused by Sponsor, an Entrant, or any other person or by any computer, technical, or human error or malfunction that may occur in the processing or judging of entries, the administration of the Contest, or the notification of Potential Winners. Sponsor shall not be responsible for any tampering or for any equipment or programming associated with or utilized in the Contest, and Sponsor shall have no responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Contest, or for any damage to an Entrant's or another's computer related to or resulting from participating in the Contest. **IN NO EVENT WILL SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, PROMOTION, OR ADMINISTRATION OF, THE CONTEST, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A PRIZE. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR**

EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**PRIVACY POLICY**

By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. Personal information collected from online entrants is subject to the Sponsor's Privacy Policy, which can be found at [www.axalta.com](http://www.axalta.com).

**OFFICIAL RULES**

To download a copy of the rules please goto <https://axaltacalendars.com/contest-rules>.

**WINNER'S LIST**

To request a winner's list please mail a written request to Ashgrove Marketing at:  
P.O. Box 930805  
Wixom, MI 48393

**SPONSOR**

Axalta Coating Systems, LLC, 50 Applied Bank Blvd. Suite 300, Glen Mills, PA 19342.