

PURDY 100-YEAR PORTLAND COMPETITION

TERMS AND CONDITIONS

A. GENERAL

1. Participation in this competition ("**Competition**") constitutes your acceptance of these terms and conditions ("**Terms**"). By entering into this Competition, all entrants will be deemed to have read, accepted and agreed to be bound by these Terms.
2. The Competition is promoted by Purdy, part of Sherwin-Williams UK Limited ("**Promoter**") with its registered office at Avenue 1, Station Lane, Witney, OX28 4XR. (Please do not send entries to this address).
3. No purchase or payment of any kind is necessary to enter or win this Competition. A purchase or payment will not improve your chance of winning. The Competition is void where prohibited by law.

B. ELIGIBILITY

1. To enter this Competition, you must be:
 - at least 18 years or older,
 - a legal resident of the United Kingdom and/or Ireland,
 - currently working (either via employment, self-employment or apprenticeship) as a painter or decorator in the UK or Ireland, and
 - not an employee, intern, contractor or volunteer of the Promoter or any entity owned directly or indirectly by The Sherwin-Williams Company or an immediate family or household member of any such person.
2. By entering the Competition, you confirm that you are eligible to enter and claim a prize. The Promoter reserves the right to request official identification to verify your eligibility. Upon the promoter's request, you must present such identification or other documentation supporting your eligibility for Promoter's review.

C. HOW TO ENTER

1. This Competition will open on 3 March 2025 at 9:00 (BST) and end on 31 July 2025 at 23:59 (BST) ("Prize Draw Period").
2. To enter the Competition you must, within the Prize Draw Period, complete the competition entry form on <https://purdy.co.uk/purdy-factory-competition/>, which includes submission of your personal details, agreement to these Terms and an answer to the question "Why would you love to visit Purdy's factory?"
3. One entry is allowed per person. If any group of people elects to collaborate on a submission, they are required to designate one person as the agent of the group to enter the Competition, agree to these Terms and accept the Prize (as defined in section C.10 below) on behalf of the group.
4. Late, invalid, incomplete and/or fraudulent entries will not be accepted. The Promoter is not responsible for entries which are lost or delayed in transit, regardless of cause. Entries will only be accepted if they comply with all entry instructions.

5. Entries received in connection with this Competition may be reviewed by the Promoter or a third-party moderator after they have been placed online to confirm they comply with these Terms. If any such entries are or could reasonably be construed as being unlawful or contrary to these Terms, we may report them.
6. If you submit an entry that includes material the rights in which are owned by a third party, including intellectual property rights such as copyright and trade marks, you will be responsible for any legal action that party may take against you.
7. By participating in this Competition, you agree to release, discharge and hold the Promoter harmless from any and all injuries, liability, losses and damages of any kind resulting from your participation in this Competition (save that nothing shall limit the Promoter's liability for fraud, or for death or personal injury caused by the Promoter's negligence).
8. By submitting your entry, you grant the Promoter a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable licence to use, reproduce, distribute, and make derivative works of your entry in any media and through any media channel.
9. Each entry must:
 - be suitable for display and publication online and should not be obscene or indecent (including but not limited to nudity, pornography or profanity), it must not contain defamatory statements or words or symbols that are offensive either generally or to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group. It must not include threats to any person, place, business or group, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or network standards;
 - not contain or refer to any products other than those of the Promoter and it must not contain or reference any third party trade marks or logos (other than those of the Promoter unless such inclusion is merely incidental and is not unduly prominent and as long as it is included with due cause and in such a way that it does not take unfair advantage of any third party trade marks; and
 - be the entrant's own work and must not contain any copyright protected works (other than as owned by the entrant).
10. The prizes available to win as part of the Competition are as follows:
 - a. One trip abroad (for 2 people) to Portland, Oregon, USA and the chance to visit a Purdy factory and make your own brush, including:
 - flights and transfers for two from a UK or Ireland airport;
 - 7 nights' bed and breakfast for two at the 5* Ritz Carlton Hotel in Portland; and
 - transfers to and from the Purdy factory.

The trip will take place from 26th October 2025 to 2nd November 2025 (the "**Main Prize**").

- b. One of five Purdy backpacks filled with a range of Purdy branded products of an RRP value of £50 as at 27th February 2025 (the "**Monthly Prize**").

The chances of winning the Prize depends on the total number of entries received.

D. SELECTION OF WINNER AND PRIZES

1. During the Prize Draw Period, at the end of each month falling within the period, a panel of judges appointed by the Promoter will select from all valid entries received within that same month, one winner for the Monthly Prize (the “**Monthly Prize Winner(s)**”). Following the end of the Prize Draw Period, a panel of judges appointed by the Promoter will select from all valid entries received during the Prize Draw Period (excluding the Monthly Prize Winner entries) one winner of the Main Prize (“the **Main Prize Winner**”) (the Monthly Prize Winners and the Main Prize Winners together referred to as the “**Winners**”). The Winners shall be notified using the mobile telephone number and/or email address provided on the entry form. If the Winners do not claim the Prize or are not available within 72 hours of the notification, the Promoter reserves the right to select another winner, in accordance with these Terms.
2. The Winners may be requested by Promoter to provide written evidence that they meet the Competition eligibility criteria in section B.1 of these terms. If the Winners do not provide satisfactory evidence of this within 72 hours of the notification, the Promoter reserves the right to select another winner, in accordance with these Terms. The decisions of the Promoter are final and binding. No correspondence will be entered into.
3. Any and all taxes on the Prize are the sole responsibility of the Winners, as applicable.
4. The Prize is non-transferrable, non-exchangeable and cannot be redeemed for cash. If you win a Prize:
 - (a) you may be required to complete and sign the Promoter’s form of Liability and Publicity Release consistent with these Terms (where not prohibited by law);
 - (b) The Promoter will determine the method of delivery of the Prize in its discretion;
 - (c) The Promoter shall not be liable to any Winner for any delay in prize fulfilment due to circumstances beyond the reasonable control of the Promoter.
 - (d) The Promoter reserves the right to provide a substitute Prize of a reasonably equivalent value;
 - (e) you agree to comply with any applicable venue and/or ticket terms; and
 - (f) you acknowledge and agree that you are responsible for your behaviour whilst taking the Prize. The Promoter reserves the right in their absolute discretion to exclude a Winner from participation in any aspect of the Prize if a Winner or any of their guests fail to comply with the directions of the Promoter or any companies associated with the Prize.

E. PERSONAL DATA

1. You acknowledge and agree that any personal information you provide to the Promoter through your participation in the Competition will be processed by the Promoter as a data controller and may be transferred and utilised by in accordance with relevant data protection laws (including, without limitation the UK Data Protection Act 2018 and the EU General Data Protection Regulation, as applicable), and the Promoter’s Privacy Policy (which is available at <http://privacy.sherwin-williams.com/privacy-highlights>) for the purposes of conducting and administering the Competition and as otherwise permitted by applicable law. You may address questions regarding the Promoter’s Privacy Policy,

update your marketing preferences (if any) and submit requests for inspection, correction and/or deletion of your personal data by contacting the Promoter.

F. PUBLICITY

1. Your participation in the Competition does not grant you any right or licence to use or display any name, logo or other trademark of the Promoter, including any of Purdy's brands or trademarks.
2. Where permitted by applicable law, by participating in this Competition, you grant the Promoter the right to print, publish, broadcast, and use any materials submitted by you in connection with the Competition (including without limitation your name, picture, voice, statements and other biographical information) for advertising and promotional purposes throughout the world in any and all media without compensation.
3. The Promoter is required to demonstrate that a valid prize has been awarded and must make available details of the Winner. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

G. LIMITATION OF LIABILITY; RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTIES

1. By participating in this Competition, you agree: (i) to be bound by these Terms and the decisions of the Promoter and (ii) in so far as is permitted by applicable laws, to forever and irrevocably release, indemnify, and hold harmless Promoter and its owners, subsidiaries, affiliates, any advertising and promotion agencies (and the directors, officers, employees, agents, successors, and assigns of each) from and against any and all liability for personal injuries, loss, or damage, including, without limitation, direct and indirect damages, and death or property damage resulting from, arising from, or in connection with (a) the participation (or the inability to participate) in the Competition and/or any element or activity thereof or (b) any Prize, including any liability/damage resulting from, arising from, or in connection with the acceptance, possession, use, misuse or non-use of any Prize; any defects in any Prize; any inability to use any Prize; or lost, late, stolen, misdirected, or damaged Prize.
2. Without limiting Section G(1) and where permitted by applicable law, the Promoter and its owners, subsidiaries, affiliates, any advertising and promotion agencies (and the directors, officers, employees, agents, successors, and assigns of each) excludes all liability whatsoever for any costs, expenses, losses, damages, liabilities, injury or disappointment including any loss of profit, business, contracts, revenues or anticipated savings and whether special, direct, indirect or consequential suffered by you howsoever arising in connection with the Competition and/or any Prize and in so far as is permitted by applicable laws, under no circumstance shall the Promoter, its owners, subsidiaries, affiliates, any advertising and promotion agencies (and the directors, officers, employees, agents, successors, and assigns of each) have any liability that exceeds the value of any Prize awarded.
3. The Promoter and its owners, subsidiaries, affiliates, any advertising and promotion agencies (and the directors, officers, employees, agents, successors, and assigns of each) shall not be held responsible for failure or delay to perform all or any part of these Terms including whether any event or match takes place, due to any act or omission beyond the reasonable control of the Promoter, including but not limited to epidemics,

pandemics, flood, fire, earthquake, drought or other natural disaster, war terrorism, civil unrest, riots or threats of war, terrorism, civil unrest or riots, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), an event of national significance (including any day of national mourning) or any other events, which could not be predicted, controlled, avoided or overcome by the relative party ("**Force Majeure Event**"). The Promoter may, at its sole discretion, provide a replacement prize where available.

H. GOVERNING LAW

1. These Terms, and any dispute or claim arising out of or in connection with them (whether such disputes or claims are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) will be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
2. Only you may enforce the terms of these Terms and any rights of third parties under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms are excluded.

I. MISCELLANEOUS

1. The Promoter reserves the right to suspend, modify, or terminate the Competition, or these Terms at any time by posting updated Terms on their website or via the applicable Social Media Provider channel (as applicable).
2. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event that any provision of these Terms is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid, unenforceable, or illegal provisions were not contained herein.
3. The Promoter's failure or delay to enforce any term of these Terms will not constitute a waiver of that provision.

Good luck!