## **Daich Coatings**

## 2025 "Show Us Our Countertops" Contest

## **RULES AND REGULATIONS**

VOID WHERE PROHIBITED BY LAW.

- 1. CONTEST & ENTRY PERIOD. The Contest is sponsored by Daich Coatings Corp (304 Gage Ave. North, Hamilton, ON, Canada) (the "Sponsor"). The Contest consists of selection of four (4) winners. The Contest and entry period begin at 12:00 a.m. Eastern Time ("ET") on September 15, 2025, and runs through 11:59 p.m. ET on October 31, 2025 (the "Sweepstakes Period"). Sponsor's time keeping mechanism is the official time keeping mechanism for this Contest.
- 2. ELIGIBILITY. Open only to residents of the 48 contiguous United States (including the District of Columbia) who are age 18 or older. Void where prohibited or restricted by law. Employees of Sponsor and their respective parents, affiliates, subsidiaries, and the advertising and promotion agencies involved in the administration of this Contest, and their immediate family members or household members are not eligible to participate in or win the Contest. Sponsor reserves the right to disqualify any person who fails to meet the eligibility requirements or any person it determines, in its sole discretion, to be sufficiently connected with the Contest such that such person's participation could create the appearance of impropriety. Entries generated by script, macro or other automated means are void, and Sponsor expressly reserves the right to disqualify any entries that it believes in good faith are generated by an

- automated program or via scripts. Entries that are determined, in the sole discretion of the Sponsor to constitute advertisements, commercial messages, or "spam" will be disqualified and deleted. All applicable federal, state, and local laws apply. No purchase is necessary to participate in the Contest. No fee to enter the Contest. Kitchen and bathroom countertop projects must have been completed between 2020 and 2025 by the person submitting the entry with one of the following Daich Coatings kits: SpreadStone™ Mineral Select Countertop Kit, LuxROCK® ULTRA Solid Surface Granite Kit and/or Marble Dream® Resurfacing Kit.
- 3. ENTRY. You may enter the Contest as many times as you like, as long as each project is unique and meets the requirements of entry. Entries received after the end of the Contest period will be deemed void. All entries become the property of the Sponsor. BY PARTICIPATING IN THE CONTEST, YOU AGREE THAT ANY PERSONAL INFORMATION COLLECTED FROM OR ABOUT YOU IN CONNECTION WITH THE CONTEST MAY BE USED BY SPONSOR IN PROMOTIONAL EFFORTS. BY ENTERING THE CONTEST, YOU FURTHER CONSENT TO RECEIVE MARKETING COMMUNICATIONS FROM DAICH COATINGS. BY PARTICIPATING IN THE SWEEPSTAKES, ALL ENTRANTS AGREE TO ABIDE BY THESE OFFICIAL RULES.
- 4. WINNER SELECTION. Following the end of the Contest period, employees or representatives of Sponsor will review and determine Two (2) potential Grand Prize winners and Two (2) potential Runner Up winners from all eligible entries to receive the prizes. Only one (1) prize will be awarded to a single winner. If a winner is determined to be ineligible, forfeits or does not claim the prize, the Sponsor reserves the right to award the prize to a new winner based on a subsequent determination from the pool of eligible entries. Other restrictions may apply. Decisions of the Sponsor are final and binding with respect to all matters related to the Contest. In no event shall the Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. By entering or accepting a prize in the Contest, the Winner agrees to be bound by these Official Rules and to comply with all

federal, state and local laws and regulations. As a condition to claiming the prize and being verified as the winner, a potential winner will be required to execute and return to Sponsor within five business days an Affidavit of Eligibility, a Liability and Publicity Release. The potential winner will also be sent a relevant tax form W-9 (Request for Taxpayer Identification) and 1099-misc form from the Prize Provider to be eligible for the prize, or an alternate winner may be selected. Winner may be required to furnish proof of identity, address and birthdate in order to be verified as the winner to receive the prize. The potential winner will be notified by email or by phone; Sponsor reserves the right to determine the method of notification. The potential winner must respond to Sponsor's attempt to contact such person within forty-eight (48) hours after the date of notification. Failure to respond to the prize notification attempt within the specified forty-eight (48) hours will be considered such potential winner's forfeiture of the opportunity to claim the prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries. Sponsor reserves the right to ship the prize directly to the physical address provided during entry. Prize will be shipped in coordination with the winner following completion of winner verification.

- 5. PRIZES. Four (4) winners will receive products from Sponsor as follows in this Contest. Two (2) Grand Prize Winners will each receive \$500 US cash from Daich Coatings. Two (2) Runner-Up winners will receive \$250 US Daich Coatings credit on a singular order of Daich Coatings products that must be used before December 31, 2025. Order must be placed directly with Daich Coatings by contacting Paul Bordin at 866-463-2424 and providing the code provided at time of winner notification. Failure to use the prize credit by December 31, 2025 results in loss of prize. Sponsor will cover any shipping and handling costs of prize. No transfer, substitution or cash redemption will be awarded in lieu of the runner-up prize.
- 6. An entrant or winner may be disqualified from the Contest, and his or her entry may be deleted, if he or she fails to comply with

- each provision of these Official Rules, as determined in the sole discretion of the Sponsor. All costs and expenses incurred in claiming or using the prize, which are not described in these Official Rules as part of the prize package, including all income and all other federal, state and local taxes (if any) are the sole responsibility of the winner.
- 7. LIMITS ON LIABILITY. Sponsor shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate contact information provided by the winner; (2) entries, notifications and responses to notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part, or for computer or technical or other error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in part or wholly in the Contest; or (4) any technical malfunctions of the telephone network, computer online system, computer equipment, software, program malfunctions or other failures. delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participating in this Contest. Sponsor does not make any, and hereby disclaims any and all, representations, or warranties of any kind regarding any prize. By entering, an entrant agrees to indemnify, release and hold harmless Sponsor, and each of their respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, licensees and representatives (collectively, the "Released Parties") from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from their acceptance, possession and/or use of any prize (or any part thereof) or their participation in the Contest, or from any misuse or malfunction of any prize awarded (or any part thereof), regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter. Released Parties are not responsible or liable to

any entrant or to any Winner or any person claiming through such Winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any other cause beyond the Released Parties' sole control. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing, electronic or human errors or by any of the equipment or programming associated with or utilized in the Contest; (2) viruses or technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information, any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the internet or at any website, or on account of any combination of the foregoing; (3) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (4) unauthorized human intervention in any part of the entry process or the Contest; (5) technical or human error which may occur in the administration of the Contest or the processing of entries; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize; or (7) late, lost, misdirected, illegible, incomplete or mutilated entries or for theft, destruction or unauthorized access to, or alteration of entries. These indemnification and release provisions shall survive expiration of the Contest. Persons found

tampering with, abusing, or otherwise disrupting any aspect of this Contest, or otherwise attempting to defraud Sponsor, as solely determined by Sponsor, will be disqualified and their entries will be deleted. If disqualified, Sponsor reserves the right to terminate the entrant's eligibility to further participate in this Contest and future promotions and Contests of Sponsor or any of its subsidiaries or affiliates. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and civil laws. Should such an attempt be made, sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

- 8. PUBLICITY. Unless prohibited by applicable law, your entry constitutes your permission to Sponsor and its designees to use your name, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes without any further compensation or notice to such entrant. Furthermore, all Contest winners agree to participate in in-depth interviews for the purpose of spotlight promotional stories created by the Sponsor that will be distributed to the media and posted on the Sponsor's website.
- 9. NOTIFICATION. Winners will be notified by email and/or phone on or about November 10, 2025.
- 10. ADDITIONAL TERMS. This Contest is strictly for promotional and entertainment purposes and may not be used in connection with any form of gambling. In the event this Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to terminate the Contest, or to disqualify entrants residing in the affected geographic areas. In such event, the Sponsor shall have no liability to any entrants who are disqualified due to such an action. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in their sole discretion, to cancel or suspend this Contest should viruses, bugs or other causes beyond their control corrupt the administration, security or proper play of the Contest. In the event any portion of this Contest is compromised by any non-authorized human intervention, actions of entrants, or other causes beyond the

- control of Sponsor which, in the sole opinion of Sponsor, corrupt or impair the integrity, administration, security, or operation of this Contest. Sponsor reserves the right, at its sole discretion, to suspend, modify, abbreviate or terminate the Sweepstakes without further obligation. If Sponsor elects to abbreviate the Contest, the winner will be determined from all eligible entries received prior to the action or compromise giving rise to the suspension or termination of this Contest. In the event of cancellation, abbreviation or suspension, Sponsor shall promptly post a notice on the Contest entry page to such an effect.
- 11. APPLICABLE LAW; DISPUTES. This Contest shall be governed by Canadian law. By participating in this Contest, entrants agree that any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resorting to any form of class action, and exclusively by a federal or state court located in Canada, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Canada, but in no event attorneys' fees. ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM INDIRECT, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. The failure to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision. If any part of these Official Rules is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of these Official Rules will remain fully in force.
- 12. WINNER LIST. To receive a complete list of winners or a copy of the Official Rules, send a self-addressed, stamped envelope to Show Us Our Countertops Contest, Daich Coatings, 304 Gage Ave. North, Hamilton, ON Canada L8L 787. Specify "Winner's List" or "Rules" on your request.