

**PPG Industries’**  
**“Paint the Town With PPG” Promotion**  
**Official Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS NOT SPONSORED BY, ENDORSED BY, ADMINISTERED BY OR OTHERWISE ASSOCIATED OR AFFILIATED WITH INSTAGRAM.

1. **Timing:** The PPG “Paint the Town With PPG” Promotion (“Promotion”) begins on July 21, 2021, at 6:00 a.m. Eastern Time (“ET”) and ends on July 28, 2021, at 11:59 p.m. (the “Promotion Period”). Sponsor's computer is the official time keeping device for this Promotion.
2. **Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of PPG Industries, Inc., and any of its 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.
3. **How to Enter:** No purchase necessary. During the Promotion Period, log in to or create your Instagram account. Creating an Instagram account is free but is subject to Instagram's Terms of Use (<https://help.instagram.com/581066165581870#>). Follow both @PPG Industries and @pittsburghmagazine on Instagram. On the @pittsburghmagazine account or in @pittsburghmagazine’s sponsored posts on Instagram, look for the “Paint the Town with PPG” Promotion post. In the comments section for the Promotion post “tag” three (3) friends. In order for your entry to be valid, your Instagram profile must be public in order to be viewable by the Sponsor and its agents. If you do not have the Instagram App, you may download it through the application store on your mobile device. Message and data rates may apply. Please consult your wireless service provider regarding its pricing plans. Once you complete these steps, you will automatically receive one (1) entry into the Promotion. **Limit:** One (1) entry per person during the Promotion Period. 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 Instagram account or email address, the authorized account holder of the email address used to register at Instagram.com or 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.
4. **Winner Selection and Notification:** On or around July 29, 2021, Sponsor will randomly select one (1) potential Grand Prize winner from among all eligible entries received during the

Promotion Period. Drawing will take place at Sponsor’s headquarters as set forth below. Winner need not be present. Potential winner will be notified by Instagram direct message within five (5) days of the drawing. Except where prohibited, 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 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 relevant Phase. Prize will be fulfilled within one (1) month after winner confirmation.

5. **Prizes:** ONE (1) GRAND PRIZE: One (1) Grand Prize winner will receive a prize package consisting of the following:

Prize Item	Approximate Retail Value (“ARV”)
Two (2) tickets for admission to the Pittsburgh Zoo and PPG Aquarium	\$35.90
Two (2) tickets for admission to the Carnegie Science Center	\$39.90
One (1) parking voucher for the Carnegie Science Center	\$7
One (1) private tour for two (2) people for PPG Paints Arena*	\$100
One (1) hockey puck autographed by the Pittsburgh Penguins (player to be selected by Sponsor in its sole discretion)	\$100
One (1), one (1) hour color consultation with PPG (includes online and/or in home discussion, as decided between the winner and Sponsor)*	\$50
One (1) gift card to PPG PAINTS®	\$150

*\*To be scheduled with Sponsor at a mutually agreeable time. Must be completed within one (1) year following the end of the Promotion Period.*

Total ARV of Grand Prize package: \$482.80. FOR ALL PRIZES: 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 depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Winner must comply with all terms and conditions of these Official Rules in order to claim a prize. Prizes consist only of those items specifically listed as part of the prize – any item,

feature, cost or expense not specifically listed as part of the prize is the sole responsibility of the winner.

6. **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.
7. **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, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by the Sponsor in its sole discretion. In such event, Sponsor will 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.
8. **Release and Limitation of Liability:** BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, INSTAGRAM, INC., 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.

9. **Disputes:** Participant 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-of-pocket 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.
10. **Sponsor:** PPG Industries, Inc., One PPG Place, Pittsburgh, PA 15272.
11. **Administrator:** Pittsburgh Magazine, Washington's Landing, 600 Waterfront Drive, Suite 100, Pittsburgh, PA 15222-4795.
12. **Participant'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](http://www.ppg.com/en/Pages/legal_notices.aspx).

13. **Winner's List:** For the winner's name, send a self-addressed, stamped envelope, along with a request for "Paint the Town with PPG Promotion Winner", to Michelle Deemer, One PPG Place, 36<sup>th</sup> Floor, Pittsburgh, PA 15272. Requests must be received by September 1, 2021.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Information is being provided to Sponsor, not Instagram.