2021 Sherwin-Williams Aerospace Coatings Calendar Entry Form

GENERAL INFORMATION

First & Last Name of Person Completing Form: _____
Affiliation to Aircraft: _____
[OEM, plane owner, paint shop owner, professional refinisher, painter, aircraft designer, other - specify]
Email: _____
Phone Number: _____

COMPANY INFORMATION

Name of Company that Painted Aircraft: _____
City: _____ State: _____
If Plane was Professionally Designed, Please Provide Design Company Name or Facility: _____
_____

AIRCRAFT INFORMATION

Make: _____
Model: _____

PRODUCTS USED ON AIRCRAFT
(PLEASE LIST PRODUCT SYSTEM, COLOR NAMES AND NUMBERS):

Main Topcoat:_____
Stripe Color #1 (s):_____
Stripe Color #2 (s):_____
Stripe Color #3 (s):_____
Clearcoat (if used): _____

Official Rules for the 2021 Calendar Contest

1. **Eligibility**: The Contest is open only to legal residents of the fifty (50) United States (including DC) who are at least eighteen (18) years old. Employees of The Sherwin-Williams Company, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees are not eligible to enter.

2. **How to Enter:**
   a. **Professional Photography:** Take pictures of an aircraft (business jet, regional jet, commercial airline, single/twin engine, kit plane, sport plane, helicopter, etc.) that was refinished exclusively using Sherwin-Williams Aerospace Coatings topcoat products (your "Entry"). **Your Entry must include at least two (2) high-resolution (300 DPI or higher) pictures from different angles**. Pictures must be of the aircraft only (no people or other objects in the photo).
   b. **Entry Requirements:** Your Entry must: (i) include a complete list of all products used along with all information requested regarding the aircraft and facility who painted the aircraft; (ii) not violate any third party rights, including, but not limited to copyrights, or

trademark rights; and (ii) not prominently feature any third party trademarks or logos or any third party content you do not own or have permission to use.

c. **Submit Your Entry:** Send your completed Entry, along with aircraft images to: Katie.R.Miller@Sherwin.com by 11:59 PM EST on September 14, 2020. By entering, you indicate your full agreement to these Official Rules and the sponsor's decisions regarding the Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

3. **Sponsor's Rights to Entries:** By entering, you: (a) irrevocably grant Sponsor, its affiliates, agents, licensees, and assigns the unconditional and perpetual right to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, exhibit, and otherwise use your Entry (including, but not limited to, pictures, name of painter and shop, likeness or any statements attributed to the work) in any media throughout the world, without additional review, compensation, or approval from you or any other party; (b) forever waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Sponsor's use of your Entry; and (c) agree not to file, make, support, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of your Entry infringes any of your rights as creator of your Entry, including, without limitation, copyrights, trademark rights, and moral rights.

4. **Judging:** Sponsor will select twelve (12) potential winners based on the following Judging Criteria: finish quality, technical difficulty, design originality and artistic merit. The odds of winning depend on the relative performance of each entrant.

5. **Potential Winner Requirements**: In order to win a prize, a potential winner may be required to complete and return the following documents: (a) a declaration of eligibility and release; and (b) a license confirming the rights described in Section 3. If a potential winner fails to sign and return any required documents within five (5) days of notification, he/she will forfeit the prize and Sponsor may select an alternate potential winner according to the Judging Criteria. **Sponsor reserves the right to verify each winner and the use of the Sherwin-Williams Aerospace Coatings products.**

6. **Prizes:** Each winner will have his/her Entry featured in the 2021 calendar. In addition, each winner will receive 20 complimentary copies of the calendar and be recognized by Sherwin-Williams Aerospace Coatings in a series of press releases about the calendar and dedicated posts on social media channels and websites. Winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.

7. **General Conditions:** Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who makes any misrepresentations during the entry process or otherwise violates these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt. The Contest is subject to all applicable laws and regulations and is void where prohibited.

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8. **Release and Limitation of Liability:** By entering, you agree to release and hold Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") harmless from and against any and all liability, claims, actions, loss, harm, damage, injury, cost or expense, including attorney's fees (collectively, "Claims") arising out of your participation in the Contest. You further agree to indemnify, release, and hold the Released Parties harmless from any Claims that their use of your Entry (as contemplated herein) violates or infringes upon the rights of any third party.

9. **Disputes:** Except where prohibited, you agree that any disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to any choice of law or conflict of law rules (whether of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ohio.

10. **Winners:** The winners will be notified by e-mail in early November 2020.

Sponsor: The Contest is sponsored by The Sherwin-Williams Company, 4400 Warrensville Center Road, Warrensville Heights, Ohio 44128.

NAME [FIRST & LAST, PLEASE PRINT]: _____

SIGNATURE: _____

DEADLINE: ALL MATERIALS MUST BE SUBMITTED BY 11:59 PM EST MONDAY, SEPTEMBER 14, 2020.