

DecoArt Better World Challenge SWEEPSTAKES  
2024 OFFICIAL RULES

**VOID WHERE PROHIBITED. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1) **ELIGIBILITY:** The DecoArt Better World Challenge Sweepstakes (“Sweepstakes”) is open only to legal residents of the United States and the District of Columbia, excluding Florida and New York, who are (a) 18 years of age or older at the time of entry; and (b) registered users of [www.instagram.com](https://www.instagram.com), [www.twitter.com](https://www.twitter.com), [www.facebook.com](https://www.facebook.com), [www.tiktok.com](https://www.tiktok.com), [www.pinterest.com](https://www.pinterest.com), and/or [www.youtube.com](https://www.youtube.com) with an active, public (if applicable) account from the time of entry until the end of the Sweepstakes Period (defined below). Employees of Sponsor, participating vendors (if any), their respective parent companies, affiliates, and subsidiaries, and their respective participating advertising, Sweepstakes, and public relations agencies as well as members of their families and/or those living in the same household as such individuals are not eligible to enter. The Sweepstakes is (a) governed by these official rules (the “Official Rules”), (b) void where prohibited or restricted by law, and (c) subject to all applicable federal, state, and local laws and regulations. By entering, you agree that you have read and consent to be bound by these Official Rules, and Sponsor’s privacy policy, available at <https://shop.decoart.com/privacy-policy>. Eligibility is conditioned on the acceptance of these Official Rules and Sponsor’s privacy policy at time of entry.
- 2) **OVERVIEW:** The Sweepstakes begins on Earth Day, April 22, 2024 at 12:00 PM Eastern Time (“ET”) and ends on World Environment Day, June 5, 2024 at 12:00 PM ET (“Sweepstakes Period”), and is designed to give eligible entrants the opportunity to win prizes by either (1) submitting a link to an online video showing an old or found object that the entrant upcycled into a new piece using paint (“Art Entry”), or (2) inviting a friend to participate (“Invitation Entry”). Each Art Entry and Invitation Entry shall also be called an “Entry.”

Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, all of which are void. Each potential winner may be required to show proof of being the authorized individual account holder of the account associated with the winning Entry. Sponsor’s computer is the official Sweepstakes clock. **Message and data rates may apply for Entries submitted via mobile devices.**

3) **ART ENTRIES:**

- a) **How to Enter:** To submit an Art Entry, you must:
  - i) click here <https://shop.decoart.com/BetterWorldChallenge>;
  - ii) Fill out the simple entry form - name and email (the “Entry Form”). Once the Entry Form is submitted, you will receive a link to the “Video Submission Page;”
  - iii) Upcycle, improve, and/or provide additional value to an old or found object using paint as a meaningful element in the transformation of the object;
  - iv) Post a video on your social media account of choice ([www.instagram.com](https://www.instagram.com), [www.twitter.com](https://www.twitter.com), [www.facebook.com](https://www.facebook.com), [www.tiktok.com](https://www.tiktok.com), [www.pinterest.com](https://www.pinterest.com), or [www.youtube.com](https://www.youtube.com)) during the Sweepstakes Period showing the steps it took for you to upcycle, improve, and transform an old or found object into a new piece from start to finish, including a clear before and after, (the “Posted Video”) and include the hashtags #DecoEARTHBetterWorldChallenge in the Posted Video’s caption; AND
  - v) Upload a link to your Posted Video on the Video Submission Page during the Sweepstakes Period.

- b) **Winner Selection:** On or about June 5, 2024, one (1) potential Grand Prize winner will be selected in a random drawing from among all eligible Art Entries received during the Sweepstakes Period (the “Grand Prize Winner”). The drawing will be conducted by Sponsor’s representative or designee, whose decisions shall be final and binding in all respects. Potential Grand Prize winner(s) will be contacted via email, and will be asked to provide the necessary information (such as first and last name, email address, mailing address, and/or phone number) to Sponsor.
- c) **Grand Prize:** The Grand Prize Winner will receive \$5,000 (the “Grand Prize”).

#### 4) INVITATION ENTRIES:

- a) **How to Enter:** To submit an Invitation Entry, you must first enter the Sweepstakes by clicking here <https://shop.decoart.com/BetterWorldChallenge> and filling out the Entry Form. Once the Entry Form is submitted, you will be given a unique invitation link (“Invitation Code”) which you can share with others so they can enter the Sweepstakes (each shared post is an “Invitation”). The more you share the Invitation Code, the better your chance to win an Invitation Prize (defined below). Each Invitation amounts to an “Invitation Entry.” If the recipient of the Invitation is selected as the Grand Prize Winner, then the person who sent the Invitation will also win a prize.

Alternatively, if the friend who receives an Invitation, in turn, shares the Invitation Code with yet another friend (who may in turn, share it with another friend, and so on), then every person (4 maximum) who shared the Invitation Code in the chain of Invitations that ultimately led to the Grand Prize Winner will receive an Invitation Prize.

- b) **Winner Selection:** To be eligible for an Invitation Prize, your Invitation Entry must ultimately be linked to the winning Art Entry (ex. you shared the Invitation Code with the Grand Prize Winner, or you shared the Invitation Code with the person who shared the Invitation Code with the Grand Prize Winner, and so forth). Up to four (4) Invitation Entries will be selected as winners (each, an “Invitation Prize Winner”).

Example: If user A shares the Invitation Code with user B, who then shares the Invitation Code with user C, who then shares the Invitation Code with user D, and user D wins the Grand Prize, then users A, B, and C will all be Invitation Prize Winners.

- c) **Invitation Prize:** Up to four (4) Invitation Prize Winners will be determined, to the extent applicable, in the order of who first shared the Invitation Code with the Grand Prize Winner. The prizes for each Invitation Prize Winner (each, an “Invitation Prize”) shall be awarded as follows, as applicable:
  - i) The first Invitation Prize Winner is the first person who shared the Invitation Code with the Grand Prize Winner to the Sweepstakes, and will win \$2,500;
  - ii) The second Invitation Prize Winner is the first person who shared the Invitation Code with the first person who shared the Invitation Code with the Grand Prize Winner, and will win \$1,400;
  - iii) The third Invitation Prize Winner is the first person who shared the Invitation Code with the first person who shared the Invitation Code with the first person who shared the Invitation Code with the Grand Prize Winner, and will win \$700;
  - iv) The fourth Invitation Prize Winner is the first person who shared the Invitation Code with the first person who shared the Invitation Code with the first person who shared the Invitation Code with the first person who shared the Invitation Code with the Grand Prize Winner, and will win \$400.

If the Grand Prize Winner was not invited to the Sweepstakes by any Invitation Entries, then there will be no Invitation Prize Winners and the remaining Invitation Prize money will be donated to a non-profit of Sponsor’s choice.

Collectively, the Grand Prize Winner and all Invitation Prize Winners are the “Winners,” and the Grand Prize and all Invitation Prizes are the “Prizes.” Total approximate value for all Prizes: \$10,000. Any Prize details not specified above will be determined by Sponsor in its sole discretion.

All Winners are subject to verification of eligibility and compliance with these Official Rules. Decisions of Sponsor and Judges are final and binding. Potential winner(s) will be selected on June 7, 2024 and contacted by the email provided in the Entry Form, and will be asked to provide the necessary information (such as first and last name, email address, mailing address, and/or phone number) to Sponsor according to these Official Rules.

- 5) **ADDITIONAL ENTRY REQUIREMENTS:** Everyone who participates in the Sweepstakes, either by submitting an Art Entry or an Invitation Entry, must ensure that any materials they submit in connection with their Entry and the Sweepstakes must comply with the following requirements:
- a) Entries that feature, mention, refer or otherwise allude to the name, logo or trademark of any entity, third party individual, product or brand other than DecoEARTH may not be submitted, and may be disqualified at any time in Sponsor’s sole and unfettered discretion.
  - b) Any Entry that fails to meet the Sponsor’s specifications may be disqualified at any time in Sponsor’s sole and unfettered discretion.
  - c) The Entry must be your own original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
  - d) Entries must not contain any images or personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your Entry, you acknowledge and agree that such information will be disclosed publicly, and you are solely responsible for any consequences thereof.
  - e) You may not be, nor may you work with parties in conjunction with your Entries who are: 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor’s ability to display your Entry in any media form; or 2) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the Entry worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

Sponsor reserves the right in its sole and unfettered discretion to disqualify any Entry that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. The decisions of the Sponsor on this and all matters pertaining to the Sweepstakes shall be final and binding.

- 6) **RIGHTS GRANTED BY YOU:** As a condition of entry, entrant agrees that Sponsor shall have the right to use, copy, modify and make available the Entry in connection with the operation, conduct, administration, and advertising and promotion of the Sweepstakes and of Sponsor via communication to the public, including, but not limited to the right to make screenshots, animations, and video clips available to the public for promotional and publicity purposes. Furthermore, by participating in the Sweepstakes and/or accepting a Prize, each entrant grants (and agrees to confirm that grant in writing) to Sponsor and/or Sponsor’s designee the perpetual right to use his/her name, biographical information, photos and/or likeness, voice, and statements for promotional, trade, commercial, advertising and publicity purposes, or to refrain from doing so, at any time or times, in all media now known or hereafter discovered without notice, review or approval and without additional compensation, except where otherwise prohibited by law. You agree that you will have no

right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of your Entry, name, address, likeness, voice, or opinions.

- 7) **CONDITIONS OF PARTICIPATION:** Prizes are not transferable. Taxes on any Prize are the sole responsibility of the applicable Winner. No Prize substitutions or cash redemptions allowed, except by Sponsor, who may substitute a Prize of equal or greater value if the advertised Prize becomes unavailable. Sponsor shall not be held responsible for any delays in awarding a Prize or any component thereof for any reason. Entry into this Sweepstakes constitutes the entrant's agreement to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Potential Prize winners may be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release and a Confidentiality Agreement within seven (7) days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. In the event that any prize notification message is returned as undeliverable or if no response to the prize notification message is received within the time period stated or if the potential Grand Prize Winner is found ineligible or does not comply with these Official Rules, the Grand Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to the alternate randomly drawn Grand Prize Winner. If Sponsor is unable to confirm a Grand Prize Winner after three (3) good faith attempts, the Grand Prize, and all Invitation Prizes, may not be awarded. If the confirmed Winner forfeits the Prize for any reason after confirmation, no alternate winner will be selected. In no event will more than one (1) Grand Prize and four (4) Invitation Prizes be awarded. As a condition of entry, entrants agree that (1) the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter, TikTok, Pinterest, or YouTube; and (2) any questions, comments or complaints regarding the Sweepstakes will be directed to Sponsor, not to Facebook, Instagram, Twitter, TikTok, Pinterest, or YouTube. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
- 8) **RELEASE:** By participating in the Sweepstakes, the Winner(s) agrees to release Sponsor, Facebook, Instagram, Twitter, TikTok, Pinterest, YouTube, and each of their respective parent companies, subsidiaries, affiliates, related companies and advertising, Sweepstakes and public relations agencies, and each of their respective officers, directors, employees and agents ("Released Parties") from any and all liability, loss or damage of any kind arising out of or in connection with their participation in this Sweepstakes or with respect to awarding, receipt, possession, use and/or misuse of any Prize. The Released Parties not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the prize. An entrant may be prohibited from participating in this Sweepstakes if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Sweepstakes by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Released Parties, or associated agencies or entities.
- 9) **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Kentucky. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Kentucky, without giving effect to any choice of law or conflict of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Kentucky.
- 10) **WARRANTY AND INDEMNITY:** Each entrant represents and warrants that their Entry is original, that they are the sole and exclusive owner and right holder of the submitted Entry, and that they have the right to submit the Entry in the Sweepstakes. Each entrant further represents and warrants that their Entry does not (1) infringe any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) include any personally identifiable information of any person other than entrant; or (3) otherwise violate any

applicable law. To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified the Released Parties at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Released Parties may become liable by reason of or related or incidental to any act, default or omission by an entrant under these Official Rules including without limitation resulting from or in relation to any breach, non-observance, act or omission, whether negligent or otherwise, of these Official Rules by an entrant.

- 11) **ELIMINATION:** Any false information provided within the context of the Sweepstakes by any entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate elimination of the entrant from the Sweepstakes. Sponsor further reserves the right to disqualify any Entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.
- 12) **WAIVER:** Entrants hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased.
- 13) **LIMIT OF LIABILITY:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions or failure to receive entry or Entry information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process or the operation of the Sweepstakes or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.
- 14) **CAUTION:** Any attempt by an entrant to deliberately damage any associated website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the law.
- 15) **SOCIAL MEDIA PROMOTIONS:** Pursuant to Meta Platforms, Inc. (Instagram/Facebook), Twitter, TikTok, Pinterest, and/or YouTube promotion guidelines, this Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Meta Platforms, Inc., Twitter, TikTok, Pinterest, or YouTube. By entering, you release and hold Meta Platforms, Inc., Twitter, TikTok, Pinterest, and/or YouTube harmless from liability.
- 16) **NO THIRD-PARTY SPONSOR:** This Sweepstakes is in no way sponsored, endorsed, or administered by, or in association with any person or other entity, including any third party, other than Sponsor. NAMES, LOGOS AND OTHER MATERIALS ARE USED FOR PURPOSES OF SWEEPSTAKES AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.
- 17) **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

18) **WINNERS' LIST:** For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by September 13, 2024 to DecoArt, PO Box 297, Stanford, KY 40484, Attention "DecoArt Better World Challenge Sweepstakes" Winner's List Request.

19) **SPONSOR:** DecoArt, LLC, PO Box 297, Standford, KY 40484 ("Sponsor").