



The PaintCare Innovative Recycling Grant Competition (“Competition”) is governed by these Competition Official Rules (“Official Rules”). To enter the Competition, carefully review the Participant Entry Form, which includes the Participant Questionnaire, and these Official Rules, as well as PaintCare Inc.’s [Privacy Policy](http://www.paintcare.org/privacy-policy) (located at www.paintcare.org) (“Privacy Policy”) (collectively, the “Competition Documents”). By entering the Competition and submitting a Proposal (defined in the Entry Form), you agree to be bound the Competition Documents and affirm that you have complied with all requirements set forth therein. If you do not agree with any provision of the Competition Documents, you may not submit a Proposal nor participate in the Competition.

Sponsor

The Competition is sponsored by PaintCare Inc. (“Sponsor,” “we,” “us” or “our”). Sponsor’s computer is the official time keeping device for the Competition. The Competition is in no way sponsored, endorsed, or administered by Facebook, Instagram, YouTube, Vimeo, or Twitter.

Eligibility

The Competition is open to participants (collectively, “Participants,” and individually, a “Participant” or “you”), who meet the following requirements for eligibility:

- ◆ If an individual, Participant is a U.S. citizen or U.S. resident alien and a legal resident of one of the 50 United States, the District of Columbia or other United States territory, or a federally-recognized Indian reservation and is at least 18 years of age or the age of majority in his/her place of permanent residence (19 in Alabama and Nebraska, 21 in Mississippi), at the time he/she submits his/her Proposal.
- ◆ If an entity, Participant is organized or incorporated in one of the 50 United States or the District of Columbia.
- ◆ Participant is not a governmental or quasi-governmental body, standard-setting organization (including, but not limited to ANSI), nor is Participant employed by such a body.
- ◆ Participant is not an employee, officer, director of Sponsor, nor any of its parents, affiliates, subsidiaries, representatives, consultants, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies (collectively, the “Sponsor Entities”), nor a member of their immediate families (spouses, parents, siblings and children, regardless of where they live), nor a person living in the same household as a Sponsor Entity.

Subject to all applicable federal, state and local laws, regulations and ordinances. Void where prohibited by law. Sponsor reserves the right to verify grantee’s eligibility.

Please note: It is the Participant’s sole responsibility to review and understand his or her employer’s policies regarding eligibility to participate in competitions. If participation in this Competition is in violation of employer policies, the entrant may be disqualified from

entering or receiving grants. Sponsor disclaims any and all liability or responsibility for disputes arising between an employee and his or her employer related to this matter, and grants will only be awarded in compliance with the employer's policies. **Government employees are not eligible to enter.**

How to Enter

To enter the Competition, each Participant must complete and sign an Entry Form (which may be found at <http://paintcare.org/innovation-grant/> (the "Site"). Entry Forms and Proposals must be submitted via U.S. mail, overnight mail service, courier, and/or email to the following:

PaintCare Inc.
Attn: Latex Recycling Grant Competition
901 New York Ave., NW
Suite 300W
Washington, DC 20001
competition@paint.org

Entry Forms and Proposals may be submitted beginning on December 17, 2018 and must be received by PaintCare no later than March 22, 2019 ("Entry Period"). No Proposals will be accepted before or after the Entry Period. As Proposals are received, Sponsor will disseminate the Proposals to the Judges (described below), who will individually review and score the Proposals according to the published PaintCare Grant Criteria Table (appended to these Official Rules as Exhibit A) (hereinafter "Grant Criteria"). The Judges will conclude their duties and inform Sponsor of their decisions on or about April 23, 2019. Sponsor will thereafter notify the grantee and first alternate on or about April 30, 2019.

The Competition period begins at the beginning of the Entry Period and concludes when the grantee is notified ("Competition Period"). Automated or bulk Entry Forms or Entry Forms submitted by third parties will be disqualified. No copies, facsimiles, or mechanical reproductions of the Entry Form will be accepted. You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted or untimely Entry Forms and/or Proposals are void and will be disqualified.

By submitting a Proposal, each Participant warrants and represents that his/her Proposal (and Sponsor's and its designees' use thereof) does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state or local laws, or ordinances. Participants further warrant and represent that they have secured the requisite consent from any third party referenced in their Proposals. Failure to comply with any of these Official Rules, or return of any required releases and related documentation, may result in forfeiture of the Grant (defined below).

Selection of Grantee and Alternates

Sponsor will select five (5) individuals to judge each Proposal in the Competition (each a "Judge" and collectively, "Judging Panel") from a list of potential judges. Two (2) Judges will be employed by Sponsor's affiliate, the American Coatings Association, and three (3) Judges will be employed by state government and/or by other organizations in the environmental, recycling, consulting, and/or product stewardship industries. Judges will have specialized knowledge of current methods of latex paint production, waste collection, recycling, and/or disposal. Selection, qualification, and if necessary, disqualification of Judges is within Sponsor's sole control and discretion. Sponsor reserves the right to select a substitute Judge if any Judge becomes

unavailable, is unable to perform his or her duties, or for any reason, at Sponsor's sole discretion.

The Judging Panel will score each Proposal against the Grant Criteria. Scoring will be performed by each Judge individually; scoring will not involve any deliberations among the Judges.

On or about April 23, 2019, each Judge will advise Sponsor of his or her scoring decision(s), and Sponsor will tally the scores for each Participant. The potential grantee will be the Participant who submitted the Proposal that received the highest combined score from the Judges ("Grantee"), and the Participant who submitted the next highest scoring Proposal is the first alternate ("First Alternate"). Sponsor will notify the potential grantee via the email address provided on his/her Entry Form on or about April 30, 2019. Sponsor undertakes no obligation to notify any Participant who is not a potential grantee or alternate of judging results or status. Non-winning Proposals will not be returned.

In the event of a tie, the Participants will be ranked based on who scored highest in "State Benefit" category, as detailed in the Grant Criteria. If the tying Participants receive the same overall score and the same score in the "State Benefit" category, ranking will be based on which Participant scores highest in the next most important category in the Grant Criteria, with the categories ranked as follows from most important to least important: "Value of Technology and Production," Value of Product," and "Background/Expertise." If a tie is not resolved through this tie-breaking procedure, Sponsor may ask the Judges to re-score the Proposals from tying Participants, split the Grant among the tying Participants, and/or increase the size of the Grant in an amount determined in Sponsor's sole discretion to be split among tying Participants. Sponsor shall have sole discretion to select the method of tie-breaking.

Except where legally prohibited, the potential Grantee must sign and return, within five (5) business days of being notified, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit"), an authorization allowing Sponsor to procure a background report on potential Grantee, as well as a Grant Disbursement Agreement (explained in more detail below) and any other releases or other legal documentation the Sponsor requires in order to claim the Grant (explained in more detail below). If the potential Grantee does not respond within five (5) business days of notification, or if the potential Grantee fails to complete any paperwork that Sponsor may require, including the Affidavit and/or Grant Disbursement Agreement, then potential Grantee will forfeit the Grant, and Sponsor will then proceed to notify the First Alternate as potential Grantee. If the First Alternate does not respond within five (5) business days of notification, or if the First Alternate fails to complete any paperwork that Sponsor may require, including the Affidavit and the Grant Disbursement Agreement, within the time frame requested by Sponsor, then First Alternate will forfeit the Grant, and Sponsor may continue choosing Alternates in accordance with these procedures. Throughout the Competition Documents, references to "Grantee" shall be construed to include the First Alternate (or other Alternate) if one is selected to receive the Grant according to the terms of these Official Rules.

GRANTEE IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION. A PARTICIPANT IS NOT A GRANTEE OF ANY GRANT UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Receiving a Grant is contingent upon fulfilling all requirements set forth herein,

including procurement of a background report deemed satisfactory by Sponsor in its sole and absolute discretion.

Grant Award and Apportionment

The Grantee (or First Alternate, according to the procedure outlined above) will receive a grant of up to \$100,000, using funds only from the respective state PaintCare program for which the grant is being awarded, to execute his/her Proposal (“Grant”). Grant will be paid over a maximum period of three (3) years on a reimbursement-only basis for Eligible Expenses; a list of Eligible Expenses is (described below). Limit one (1) grant per person/entity in any **three-year period**. You may not have won more than one grant from Sponsor within the past year, nor may you win a grant again from Sponsor for two years. If a Participant’s Proposal receives the highest score in multiple States where Sponsor is offering a grant in a given calendar year, the Participant that submitted that Proposal will be selected as the Grantee in only one of those States. In such an instance, the Participant that submitted such Proposal will be declared the Grantee in the State in which the Proposal received the highest score in the “State Benefit” category. If the Proposal receives the same score in the “State Benefit” category in more than one State in which the Proposal receives the highest overall score, selection will be based on the highest score the Proposal received in the next most important category, with the categories ranked as follows from most important to least important: “Value of Technology and Production,” “Value of Product,” and “Background/Expertise.” If a tie is not resolved through this tie-breaking procedure, the Grant will be awarded for the least populous state in which the Proposal received the highest score.

Grantee must continue to comply with all terms and conditions of these Official Rules, and receiving the Grant is contingent upon fulfilling all requirements in these Official Rules and the requirements in the Grant Disbursement Agreement, as set forth below.

As set forth in further detail in the Grant Disbursement Agreement, the Grant will be paid on a reimbursement basis, for costs directly related to the new product(s) or production of the new product(s). The following categories of expenses are eligible for reimbursement (“Eligible Expense(s)”):

- ◆ Personnel costs
- ◆ Purchase of equipment or materials
- ◆ Direct operating expenses
- ◆ Market research

Other costs will not be eligible for reimbursement, such as:

- ◆ Indirect costs (e.g., office expenses and rent)
- ◆ Costs incurred prior to the grant award
- ◆ Costs of attorneys or other advisers
- ◆ Travel and food/beverage costs
- ◆ Direct operating and personnel expenses unrelated to the production of the new product(s)
- ◆ Other costs not deemed by PaintCare to be reasonable or related to the production of the new product(s)

The determination that an expense is an Eligible Expense is within Sponsor's sole discretion. In evaluating whether an expense is an Eligible Expense, Sponsor may be assisted by one or more Judges or any other individual or entity with demonstrated and recognized expertise in the field of latex paint production, recycling and/or disposal, or with other relevant expertise as determined by Sponsor in its sole discretion.

Grant Restrictions; Inspection and Audit Rights

- ◆ Grant may be used only to fund execution of Grantee's Proposal in accordance with a budget and work plan that is approved by PaintCare.
- ◆ Grant cannot be substituted, assigned, or transferred. Sponsor will not replace any lost or stolen Grant funds. Grant cannot be used in conjunction with any other competition or offer.
- ◆ Grantee shall maintain a detailed financial accounting of the expenditure of expenses intended to be reimbursed as Eligible Expenses ("Ledger") and shall produce the Ledger to Sponsor or Sponsor's designee within 72 hours of Sponsor's request.
- ◆ Sponsor reserves the right to inspect any premises where Proposal-related development, implementation, production, testing, or other work is being performed within 72 hours of Sponsor's request for such inspection.
- ◆ Determination that expenses are Eligible Expenses is within Sponsor's sole discretion. Any Grant funds not used to reimburse an Eligible Expense as prescribed in these Official Rules are subject to forfeiture, and Sponsor shall be released from any obligation to distribute further Grant funds. Upon Sponsor's request, Grantee shall immediately return to Sponsor any funds not used as prescribed hereunder.
- ◆ No substitution of the Grant is offered, no transfer or assignment of the Grant to a third party is permitted, and the Grant may not be redeemed for cash value or used for any purpose not described in the Proposal unless approved by Sponsor.
- ◆ Grantee is strictly responsible for all federal, state, and local taxes that may be imposed on the value of the Grant. Grantee is also strictly responsible for any fees or expenses related to acceptance and use of the Grant not specifically stated herein.
- ◆ If Grantee or any of its principals or officers is indicted for a crime or commits any other act which brings Sponsor into public disrepute, contempt, or scandal, and the continued association of Sponsor with Grantee may harm or adversely affect Sponsor's business reputation or goodwill as determined by Sponsor in its reasonable discretion, Sponsor shall be released from any obligation to distribute further Grant funds.
- ◆ Grantee understands and agrees that additional Grant details and important terms and conditions may be communicated to Grantee after verification of Grantee's eligibility, and that receipt of any Grant or portion thereof is dependent on Grantee's demonstrated compliance with these terms and conditions, satisfactory completion of a background report, and any additional requests or requirements imposed by Sponsor.

Procedure for Submitting Questions During the Entry Period

Any Participant may submit a question regarding these Official Rules, the Grant Criteria, or otherwise arising from the Competition, by emailing Sponsor at competition@paint.org. The subject line of the email should include "QUESTION." Sponsor will prepare a written response to any questions received and will post the questions and answers publicly on the Site. Sponsor will not publish the name of the Participant that submitted the question but will publish the question in its entirety. Participants should avoid including any personally identifying, commercially sensitive, or confidential information in their questions. All questions must be received by January 18, 2019. Sponsor will provide answers to all questions by February 8, 2019, but Participants are encouraged to submit questions early to provide Sponsor ample time to answer and ensure all Participants can benefit from the answers.

General Terms

Participant understands and agrees that making any false statement or providing false or incomplete information on the Entry Form or within the Proposal shall result in Participant's disqualification from the Competition. Participant further understands and agrees that failure to submit the Entry Form and Proposal by the end of the Entry Period or to abide by these Official Rules or the Privacy Policy will result in disqualification. Disqualified Participants and/or Grantee will be ineligible to receive any portion of the Grant.

This Competition is governed by the laws of the United States. Void where prohibited by law and outside the United States. **WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS COMPETITION OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND 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. Sponsor reserves the right at its sole discretion to disqualify any Participant or other individual it finds to be attempting to tamper with or undermine the entry process, the website, and/or the legitimate operation of the Competition; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Sponsor Entities are not responsible for (1) any incorrect or inaccurate information, whether caused by Participants, printing errors, or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of Entry Forms and/or Proposals; (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 Competition or receipt or use or misuse of any Grant; or (6) Entry Forms or Proposals that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason. If, for any reason, the Competition is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Competition, Sponsor may, in its sole discretion, void any suspect Proposals and

(a) modify the Competition or suspend the Competition to address the impairment and then resume the Competition in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the Grant from among the eligible, non-suspect Proposals received up to the time of the impairment in accordance with the grantee selection criteria described above.

Confidentiality

As a condition of entry into the Competition, Participant agrees that Sponsor shall have the right to use, copy, modify, and make available the Participant's Proposal in connection with the operation, conduction, and administration of the Competition via communication with the Judges and Sponsor's staff. Sponsor will use commercially reasonable efforts to maintain the confidentiality of any Confidential Information submitted in the Proposals, including by applying not less than the level of protection that Sponsor applies to its own Confidential Information, and by requiring execution of nondisclosure agreements by Sponsor's staff and Judges with access to the Proposals. Sponsor will contractually obligate Judges to exercise no less than a reasonable degree of care to prevent unauthorized disclosure of Confidential Information. Sponsor's obligations under this paragraph shall survive the end of the Competition Period and continue for twenty (20) years, or until Participant or another third-party files a patent application at the U.S. Patent and Trademark Office that publicly reveals the Confidential Information, whichever is sooner. In no event shall Sponsor's obligations under this paragraph extend beyond April 30, 2039, unless Sponsor agrees to such extension in writing. For purposes of this section, "Confidential Information" means (1) any unpublished invention, technology or software described in a Proposal; (2) any non-public financial data pertaining to a Participant; or (3) any other information contained in a Proposal that is expressly designated "Confidential Information" by Participant. "Confidential Information" does not include any information that (a) was in the public domain at the time of submission of the Proposal or enters the public domain during the Competition Period; (b) was provided to Sponsor by a third party with no obligation of confidentiality; (c) was independently developed by Sponsor or a third party; or (d) becomes publicly available or known through no fault of Sponsor.

Liability Release

By participating in the Competition, Participant hereby releases, holds harmless and forever discharges Sponsor, Judges, FACEBOOK, INSTAGRAM, YOUTUBE, VIMEO, TWITTER, and their respective: (i) parents, affiliates, subsidiaries, related companies, representatives, consultants, contractors, legal counsel; (ii) advertising, public relations, promotional, fulfillment, and marketing agencies; and (iii) website providers/web masters, officers, directors, employees, representatives, and agents (the "Released Parties"), from and against any and all liability, claims, or actions, of any kind whatsoever, for injuries, losses, or damages of any kind to persons, including personal injury or death, or property, resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse, use, or ownership of any Grant awarded to Participant in connection with the Competition, or while traveling for, preparing for, and/or participating in any Competition-related or Grant-related activity. Participant further releases, holds harmless and forever discharges the released parties from liability for injuries, losses, or damages, resulting from any claims based on publicity rights, defamation, invasion of privacy, or merchandise delivery.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF GRANT CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS COMPETITION, PARTICIPANT

AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES, OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, TO PERSONS (INCLUDING DEATH) OR TO PROPERTY, ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS COMPETITION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

PARTICIPANT ACKNOWLEDGES THAT THIS RELEASE EXTENDS, APPLIES TO, COVERS, AND INCLUDES ALL UNKNOWN, UNFORESEEN, UNANTICIPATED, AND UNSUSPECTED INJURIES, DAMAGES, LOSS, LIABILITY, AND THE CONSEQUENCES THEREOF, AS WELL AS THOSE NOW KNOWN TO EXIST. THE PROVISIONS OF ANY FEDERAL, STATE, LOCAL, OR TERRITORIAL LAW OR STATUTE, PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES, OR DAMAGES THAT ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON(S) EXECUTING SUCH RELEASES, ARE EXPRESSLY WAIVED.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS COMPETITION, INCLUDING THE GRANT, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Indemnification, Representations and Warranties

By participating in the Competition and/or submitting an Entry Form and Proposal, Participant represents and warrants:

- ◆ Participant is eligible to enter the Competition based on the eligibility requirements described in these Official Rules;
- ◆ Participant is the sole and exclusive owner and rights holder of the submitted Proposal or has procured all necessary rights and permissions, and will provide evidence of same upon request;
- ◆ Participant has full power and authority to submit the Proposal in the Competition and to agree to the terms and conditions set forth in the Competition Documents, and hereby does agree to such terms and conditions;
- ◆ Participant's Proposal is original and does not infringe any proprietary, intellectual property, industrial property, personal rights, or other rights of any third party, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation;
- ◆ Participant's Proposal does not include any personally identifiable information of any person other than Participant, unless Participant has received permission to include such information in the Proposal from the identified party; and
- ◆ Participant's Proposal does not otherwise violate any applicable law.

To the maximum extent permitted by law, Participant hereby agrees to indemnify 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 relating to or in connection with Participant's participation in the Competition, its Proposal, or the Participant's use of the Grant, including without limitation resulting from or in relation to any breach, non-observance, performance or omission, whether negligent or otherwise, of the terms and conditions set forth in the Competition Documents.

Intellectual Property

Participant shall retain any intellectual property rights to the Proposal and/or any technology, processes, or methods described in the Proposal, except that these terms and conditions do not supersede any other assignment or grant of rights according to any other separate agreements between Participant and other parties. Participant is solely responsible for preserving and perfecting its intellectual property rights in any information submitted in connection with this Competition. Sponsor shall have no, and Participant is solely responsible for, any liability arising from or connected to Participant's disclosure of or failure to protect information in the Proposal that is subject to intellectual property protection.

Publicity Release

By participating in the Competition, submitting a Proposal, and/or accepting the Grant, each Participant grants (and agrees to confirm that grant in writing) to Sponsor and/or Sponsor's designee the perpetual right to use the Participant's name, biographical information, photos, likeness, and/or statements for promotion, trade, commercial, advertising, and publicity purposes, 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. Participant hereby releases, discharges, and agrees to hold harmless Sponsor, its representatives and assigns, employees, directors, affiliates, parents, subsidiaries, consultants, contractors, legal counsel, advertising and promotion agencies, public relations, fulfillment, and marketing agencies, web site providers/web masters, and any person, persons, corporation, or corporations acting under Sponsor's or its affiliates' permission or authority, from and against any and all liability resulting from their use of Participant's likeness.

Nature of Relationship; Waiver of Equitable Relief

Each Participant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each Participant also acknowledges that many ideas may be competitive with, similar, or identical to the Proposal and/or each other in theme, idea, format or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of Sponsor's selection of any such similar or identical material. Each Participant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the patent, copyright, or other intellectual property right in and to the Proposal. Finally, each Participant acknowledges that, with respect to any claim by Participant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Proposal or other material submitted in connection with the Competition, the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of the Proposal or any material based on or allegedly based on the Proposal, and the Participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

Severability

If any terms of the Official Rules or other documents associated with the Competition are held to be invalid or unenforceable, all remaining provisions thereof will remain in full force and effect.

Applicable Law, Jurisdiction and Dispute Resolution

The Competition is, and shall be at all times, governed by laws of Washington, D.C., and is subject to all applicable federal, state, and local laws and regulations. The laws of Washington, D.C., without giving effect to its principles of conflicts of law, govern the interpretation and effect of the Competition Documents.

Any legal proceedings regarding the Competition initially will be brought before a court of jurisdiction prescribed by law in Washington, D.C. Each Participant, by submitting a Proposal in the Competition, hereby agrees and irrevocably stipulates to the exercise of personal jurisdiction by such court and that such Participant is subject to personal and subject matter jurisdictions in the court prescribed by law in Washington, D.C., thereby expressly waiving whatever rights may correspond to such Participant by reason of its present or future domicile.

Disputes arising out of or connected with the Competition will be resolved individually and without resort to class action. Participant hereby waives any right to a trial by jury in any litigation based on or arising from the Competition. Without limiting any other provisions of the Competition Documents, any judgment or award in favor of any Participant entered in a court of competent jurisdiction shall be limited to actual out-of-pocket damages (excluding attorneys' fees) determined to have been caused solely and directly by Sponsor's intentional act or omission and shall not in any event whatsoever include damages based on negligence.

Grantees

Grantees' names will be published on Sponsor's [website](http://paintcare.org/innovation-grant/) (located at: <http://paintcare.org/innovation-grant/>) on or after June 30, 2019.

EXHIBIT A - PAINTCARE GRANT CRITERIA TABLE

Criteria	Score Range
Background/Expertise: <ul style="list-style-type: none"> • Company background, capacity [0-5 points] • Relevant experience, expertise, training of key employee(s) [0-5 points] • Quality of proposal and work plan [0-5 points] • Internal evaluation [0-5 points] 	1-20 points (20 being a highly qualified participant with an extensive background, positive internal evaluation, and a well written proposal) <p align="right">Score: _____</p>
Value of Product: <ul style="list-style-type: none"> • External evaluation [0-5 points] • Variety and number of potential marketing channels [0-5 points] • Marketability and competitiveness of product [0-5 points] • Extent of challenges to develop and test market a prototype [0-5 points] 	1-20 points (20 meaning a positive external evaluation, multiple potential marketing channels, proposed end-product is marketable and competitively priced, minimally burdensome to develop and test prototype) <p align="right">Score: _____</p>
Value of Technology and Production: <ul style="list-style-type: none"> • Value the leftover latex paint adds to the end-product [0-5 points] • Comprehensiveness of production to manage all types and conditions of latex paint [0-5 points] • Portability of production [0-5 points] • Scalability of production [0-5 points] • Strength of approach to commercialize the technology [0-5 points] 	1-25 (25 meaning latex paint adds significant value to the final product, technology has broad applicability to many types of latex paint waste, production is portable and scalable, participant has solid approach to commercialization) <p align="right">Score: _____</p>
State Benefit: <ul style="list-style-type: none"> • In-State jobs created by production [0-7 points] • Production will occur within the State [0-7 points] • Cost of production is lower than paint-to-paint recycling [0-7 points] • Production eliminates the need to dispose of post-consumer paint [0-7 points] • Extent of additional benefits to the State [0-7 points] 	1-35 points (35 meaning many jobs will be created in the state, many aspects of production will occur in the state, the cost of technology is at or below the market cost of paint-to-paint recycling, paint will not be sent to landfill, significant other benefits exist) <p align="right">Score: _____</p>
<p>Total Score: _____</p>	