



THE MINWAX® TRASH TO TREASURE CONTEST
OFFICIAL RULES

PLEASE READ CAREFULLY - IN THESE OFFICIAL RULES YOU WILL WAIVE AND GIVE UP CERTAIN LEGAL RIGHTS. THESE OFFICIAL RULES CONTAIN A DISPUTE RESOLUTION PROVISION IN APPENDIX 1 THAT REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT AGREE TO THESE OFFICIAL RULES, DO NOT PARTICIPATE IN THIS CONTEST.

- 1. DESCRIPTION OF CONTEST:** Trash to Treasure is an exciting Contest where three selected TikTok Creators, in collaboration with Minwax®, will transform everyday items into amazing treasures using Minwax stains. They will also host a Contest on their pages, encouraging their followers to transform an item using Minwax stains to create their own “Trash to Treasure” project for a chance to enter to win a \$5,000 cash Prize.
- 2. ELIGIBILITY:** The Minwax Trash to Treasure Contest (“Contest”) is open only to legal residents of the fifty (50) United States, excluding Arizona, who are at least twenty-one (21) years of age at the time of entry (each an “Entrant”). Employees of Sponsor, Administrator and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Contest Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. The Contest is subject to all federal, state and local laws and regulations and is void where prohibited by law.
- 3. SPONSOR:** The Sherwin-Williams Company (“Sponsor”), 101 W. Prospect Ave., Cleveland, OH 44115.
- 4. AGREEMENT TO OFFICIAL RULES & PRIVACY POLICY:** Participation in the Contest constitutes Entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions and interpretations of the Sponsor, which are final and binding in all matters related to the Contest. Winning a Prize is contingent upon fulfilling all requirements set forth in these Official Rules in a timely manner. Any information you submit as part of the Contest will be treated in accordance with [Sponsor’s Privacy Policy](#). In the event of a conflict, these Official Rules shall govern.
- 5. ENTRY PERIOD:** The Contest begins on Monday, September 23, 2024, at 12 PM Eastern Time (“ET”) and ends on Sunday, October 13, 2024, at 11:59 PM ET (“Entry Period”). Entries submitted prior to or after the Entry Period will be disqualified. The Sponsor’s computer is the Contest official clock.

6. **HOW TO ENTER:** To enter, during the Entry Period, an eligible Entrant must:
Follow Minwax and the below Creators on TikTok:
- Emily Rayna at @emilyrayna
 - Leyla Chong at @livingwithley
 - Chelsea Scott at @interiordesigndropout
- Keep an eye on their posts for specific challenge details and the following themes, including:
- **Maximalist Makeover:** Embrace bold colors, patterns and textures to create a vibrant and eclectic masterpiece.
 - **High-End DIY:** Why go designer when you can DIY? Transform existing items into stunning, luxury-looking treasures using the art of upcycling.
 - **Minimalist Marvel:** Simplicity and functionality to design a sleek, modern and clutter-free piece.
- Create and record a TikTok video showcasing the transformation process and the final result using Minwax stains by adhering to one of the designated themes and not mentioning any other brand names. *Don't forget to include the three-step Minwax process (if applicable) in your video! You can also use TikTok's Stitch feature to blend a clip from the Creator's video into yours, starting your project journey with their inspiration.*
- Post your video on TikTok and tag the Creator hosting the challenge and Minwax in your video/caption using the hashtag #MinwaxTrashToTreasure. Ensure your profile is public so your Entry can be viewed and judged.

Entrant will receive one (1) entry (an "Entry") for the video submitted to the Contest. There is a limit of one (1) entry per person. Entries in excess of the stated limitation or entries generated by script, macro or other means will be void. Entries must be in keeping with Sponsor's image and cannot be inappropriate or obscene, or violate the privacy, publicity or intellectual property rights of any third party. Entries that are incomplete or do not adhere to the rules or specifications of the Contest may be disqualified at the sole discretion of the Sponsor.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS CONTEST ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS CONTEST. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN THE PRIZE IN THIS CONTEST.

7. **JUDGING CRITERIA:** On or about October 27, 2024, all eligible Entries received will be reviewed by a panel of judges comprised of the TikTok Creators and the Minwax Brand team (the "Judges"). Three (3) potential Winners will be selected based on the Judging Criteria outlined below:
- A. **Creativity (30%):** Originality and creative use of Minwax stains, demonstrating a unique transformation.
 - B. **Use of Minwax (30%):** How prominently and effectively Minwax products were utilized, adhering to the correct process.
 - C. **Quality (30%):** Craftsmanship and visual appeal.
 - D. **Adherence to the Theme (10%):** Alignment with the chosen theme and appropriate use of the designated hashtag.

The top three (3) Entries based on the Judging Criteria will be declared the potential Winners of the Contest. Each Winner ("Winner") is considered a potential Winner pending verification of his/her eligibility and compliance with these Official Rules.

In the event of a tie, the Judges will judge the tied videos based on the following criteria: a) relevance to the Contest theme (50%) and b) originality and overall design (50%) to determine the Winner.

- 8. NOTICE TO POTENTIAL WINNERS:** After the selection, the potential Winners will be announced on the TikTok pages of the participating Creators and on the official Minwax social media channels and landing page. The Minwax TikTok channel will directly reach out to the Winners via DM with details on how to claim their Prize. If the potential Winners cannot be contacted within five (5) days after the first attempt to make contact, such potential Winners will be deemed to be ineligible and disqualified. In such event, Sponsor may select alternate potential Winners based on the Judging Criteria. Only two (2) alternate potential Winners per Creator may be contacted.
- 9. PRIZE, APPROXIMATE RETAIL VALUE (“ARV”) AND ODDS OF WINNING:**
- A. Prize:** There will be a total of three (3) Winners. Each Winner will receive a cash Prize of Five Thousand Dollars (\$5,000).
 - B. Approximate Retail Value:** The ARV of each Prize is Five Thousand Dollars (\$5,000) USD. The total ARV for all Prizes is Fifteen Thousand Dollars (\$15,000).
 - C. Odds of Winning:** The odds of winning a Prize depend on the number of eligible Entries received during the Entry Period.

The Prize is awarded “as is” with no warranty or guarantee, either express or implied. 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. The Winners are responsible for taxes and all other costs and expenses not listed above.

- 10. HOW TO CLAIM THE PRIZE:** The potential Winners are subject to verification of eligibility and compliance with these Official Rules. After the selection, each potential Winner will be required to sign and return an Affidavit of Eligibility/Liability and Publicity Release (“Release”), except where prohibited by law, and any other requested documents within five (5) calendar days from the date of notification or the Prize may be forfeited in its entirety and awarded to an alternate Winner, at the Sponsor’s sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a potential Winner’s right to claim his/her Prize and may result in the Prize being awarded to an alternate Winner.

If a potential Winner is disqualified, found to be ineligible, not in compliance with these Official Rules or declines to accept the Prize, the respective Prize may be forfeited. If the Prize is forfeited, the Prize may be awarded to an alternate Winner, based on the Judging Criteria from among all remaining eligible entries received, as determined by Sponsor in its sole discretion. A limit of two (2) alternate Winners per Creator may be selected. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded. Upon verification of eligibility, the Winner will be contacted to finalize arrangements to receive the Prize. Winner shall be solely responsible for payment of any and all applicable federal, state and local taxes for his/her Prize won. All other costs and expenses not expressly set forth herein shall be the sole responsibility of the Winner. The Prize will only be awarded to a verified Winner.

Sponsor will attempt to notify each potential Winner as set forth above, but Sponsor is not responsible for any undelivered messages or emails, including, without limitation, messages or emails that are not received because of a potential Winner’s privacy or spam filter settings, which may divert any Contest messages or email, including any potential Winner notification, to a spam or junk folder. The Prize is non-transferable and no substitution or exchange will be allowed, except by Sponsor who reserves the right to substitute the Prize with a Prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor’s sole and absolute discretion. Sponsor shall not be held

responsible for any delays in awarding the Prize for any reason. By accepting a Prize, Winner agrees to release and hold the Released Parties harmless from all losses, damages, rights, claims and actions of any kind resulting from acceptance, possession or use of any Prize, including, without limitation, personal injuries, death and property damage.

11. LIMITATION OF LIABILITY: By participating in this Contest, Entrants agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each of their respective officers, directors, employees, representatives, designees, agents and assigns (the "Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable message, email, text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting the Prize; or (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Contest Entities are not responsible for any unanswered or undeliverable Winner notifications.

By entering the Contest, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest and/or the Prize; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all disputes, claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the Entrant's Entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, death, negligence or willful misconduct in connection with the Prize, or any component thereof; (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including, but not limited to (a) substituting the Prize; and/or (b) the selection of a Winner in a manner it deems fair and reasonable, including the selection of a Winner from among eligible Entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE, IS 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.

- 12. DISPUTES:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or in connection with, the Contest or the Prize awarded, shall be resolved individually, without resort to any form of class action, as further explained in [Appendix 1](#).

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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

- 13. PUBLICITY RIGHTS:** By participating in this Contest, you agree to grant to the Sponsor and Sponsor’s designee the perpetual right and permission to use your name, (first name and last initial), address (city and state), biographical information, likeness, voice, picture or opinions, submissions and other information and content provided in connection with the Contest for promotion, trade, commercial, advertising and publicity purposes in all media worldwide, including, but not limited to, on television, social media and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

- 14. GENERAL:** Any attempted form of participation in this Contest other than as described in these Official Rules is void. Sponsor and Administrator reserve the right to disqualify, in their sole and absolute discretion, any Entrant found or suspected to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. If it’s discovered that a person has registered or attempted to register more than once using multiple identities, IP addresses, use of proxy servers or like methods, all of that person’s Entries will be declared null and void and that person will not be awarded the Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a Winner, the winning entry will be declared made by the authorized account holder of the Entry. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted become the property of Sponsor and will not be returned.

In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including, but not limited to, point of sale, print advertising and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

- 15. WINNERS LIST:** To find out who won, interested individuals should send a self-addressed stamped envelope to: Daniella D., The Sherwin-Williams Company, 101 W Prospect Ave., 540 Midland, Cleveland, Ohio 44115. Winner requests must be received no later than November 10, 2024.
- 16.** The Contest is in no way sponsored, endorsed, administered by or associated with TikTok or any other social networks that are used to share the Contest. You understand that you are providing your information to the Sponsor of the Contest and not to TikTok or any other social networks.

APPENDIX 1 - DISPUTE RESOLUTION

PLEASE READ THIS DISPUTE RESOLUTION PROVISION CAREFULLY. IT REQUIRES YOU AND SHERWIN-WILLIAMS TO ARBITRATE DISPUTES ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM EACH OTHER.

- a. **Arbitration Agreement and Jury Waiver.** You and Sherwin-Williams mutually agree to resolve all Disputes (as defined below) in arbitration, as set forth in more detail below. Both you and Sherwin-Williams are each giving up the right to have disputes resolved in court before a judge and/or jury (except as stated otherwise in this section), to the fullest extent of the law. The word "Disputes" means any past, existing, currently pending and/or future disputes, claims, suits, actions, causes of action, losses, liabilities and/or demands of any kind in any way relating to, in connection with or arising out of the Contest or your participation therein, other than claims in which either party seeks injunctive or other declaratory relief to prevent the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents, and individual actions brought in small claims court for disputes fully within the scope of such court's jurisdiction.
- b. **EXPRESS WAIVER OF RIGHT TO JURY TRIAL, CLASS ACTIONS AND CLASS CLAIMS.** AS TO ANY DISPUTE, BOTH SHERWIN-WILLIAMS AND YOU KNOWINGLY AND VOLUNTARILY WAIVE TO THE MAXIMUM EXTENT PERMITTED BY LAW THE RIGHT TO JURY OR BENCH TRIAL; THE RIGHT TO BRING, MAINTAIN OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR OTHERWISE; AND ANY NORMAL RIGHTS OF APPEAL FOLLOWING THE RENDERING OF THE ARBITRATOR'S AWARD, EXCEPT AS APPLICABLE LAW PROVIDES FOR JUDICIAL REVIEW OF ARBITRATION PROCEEDINGS. THE ARBITRATOR DOES NOT HAVE THE AUTHORITY TO CONSIDER, CERTIFY OR HEAR ARBITRATION AS A CLASS ACTION, COLLECTIVE ACTION OR ANY OTHER TYPE OF REPRESENTATIVE ACTION. ANY DISPUTE RELATING TO THE SCOPE, APPLICABILITY, VALIDITY OR ENFORCEABILITY OF THIS CLASS WAIVER PROVISION SHALL BE RESOLVED BY A COURT AND NOT THE ARBITRATOR OR ARBITRATION SERVICE PROVIDER.
- c. **Pre-Arbitration Notice and Informal Dispute Resolution.** In the event that a Dispute arises between us, Sherwin-Williams is committed to working with you to reach a reasonable resolution. Both you and Sherwin-Williams agree that each party will notify the other in writing of any Dispute before initiating arbitration, so that we can try to resolve the Dispute informally and individually, negotiating in good faith. The notice of Dispute must be specific and individual to you and include your name, street address, telephone number and email, as well as a brief description of the Dispute, the amount of money (if any) at issue and the specific relief sought. The notice must be signed and include the handwritten signature of, as applicable, either you or a Sherwin-Williams employee, depending on which party is providing notice. Notice sent by you to Sherwin-Williams must be sent to the following email and street addresses:

The Sherwin-Williams Company
101 W Prospect Ave
Cleveland, OH 44115
Attn: Legal Department
Email: dispute@sherwin.com

Notice sent by Sherwin-Williams to you will be sent to the email and/or street address that you provided to Sherwin-Williams in your notice of dispute.

You and Sherwin-Williams then agree to negotiate in good faith about the Dispute through an informal telephonic dispute resolution conference. The conference will be individual to you; multiple people or entities initiating claims cannot participate in the same conference.

If either party has counsel, that party's lawyer may participate, but the party also must appear and participate. If and only if we fail to reach an amicable settlement of the Dispute within 60 days after receipt of the written notice of Dispute, then either party may commence an arbitration proceeding with a written demand for arbitration. Compliance with this informal dispute resolution provision is a prerequisite and condition precedent for initiating arbitration. Should disagreement arise, any determination of whether you or Sherwin-Williams complied with this provision will be decided by a court and not an arbitrator. Any limitations period and filing fee or other deadlines will be tolled from the date the Dispute is noticed to the other side until expiration of this 60-day period.

- d. **Arbitration Rules and Procedures.** Arbitration will be administered by the American Arbitration Association (the "AAA") or, if the AAA is unavailable or unwilling to administer the arbitration for any reason, with another arbitration provider mutually agreed to by the parties. The AAA's Consumer Arbitration Rules, in effect at the time the arbitration is commenced shall govern unless they are inconsistent with these Official Rules, in which case these Official Rules control. (A current version of these rules is available here: <https://www.adr.org/Rules> or by calling 1-800-778-7879. These rules may be amended from time to time.) Any demand for arbitration filed with the AAA must be individual to you, contain information specific to your Dispute, and be signed and include the handwritten signature of, as applicable, either you or a Sherwin-Williams employee, depending on which party demands arbitration, and the signature of the initiating party's attorney, if either you or Sherwin-Williams is represented by counsel. Any attorney signing a demand certifies, to the best of the person's knowledge, information and belief, formed after a reasonable inquiry, that: (i) the demand is not being presented for an improper purpose; (ii) the claims and legal contentions are warranted by existing law or a non-frivolous argument for changing the law; and (iii) the factual contentions have or will likely have evidentiary support. Any dispute regarding whether a demand complies with this provision, or whether the AAA Consumer Arbitration Rules and fees apply, will be decided by a court and not the AAA or an arbitrator, and no filing or other arbitration fees or costs will be incurred by the other party until these conditions are satisfied and any disputes resolved. Any arbitration hearing will be conducted in Cleveland, Ohio, by a single arbitrator or as otherwise provided by the Consumer Arbitration Rules. The award of the arbitrator will be final and binding on the parties, and judgment upon such award may be entered in any court of competent jurisdiction. The arbitrator will have the authority to award the same relief that would be available in court under the applicable law for the Dispute, but any relief awarded in arbitration, including any injunctive or declaratory relief, must be consistent with the limitation of liability provisions set out in these Official Rules and must be in favor of and applicable to only the individual party seeking relief, with no preclusive effect in Disputes with other parties. The arbitrator may not award relief for or against any person or entity not a party to the proceeding. More information about the arbitration process is available at www.adr.org.
- e. **Federal Arbitration Act.** These Official Rules affect interstate commerce, and the interpretation and enforceability of this Dispute Resolution provision will be substantively, procedurally and exclusively governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to the maximum extent permitted by applicable law, except as modified by these Official Rules.
- f. **Confidentiality.** Any arbitration will be confidential, and documents exchanged may not be used or shared outside of the arbitration process without the prior written consent of the parties or as required by law. Also, except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.
- g. **Arbitration Fees and Costs.** The filing party must pay the filing and other fees and costs of arbitration as provided by the AAA Rules.

The parties will share the arbitrator's compensation equally, unless you submit specific and individualized evidence that arbitration fees or costs are unduly burdensome for you as compared to the costs of litigation, the arbitrator determines that arbitration fees or costs would be unduly burdensome to you, and the AAA refuses to grant you a waiver of those fees or costs. Any arbitration fees or costs paid by a party are subject to fee- or cost-shifting to the other party, if the arbitrator determines that the matter is frivolous or brought for an improper purpose. Each party will pay its own deposition, witness, expert, and attorneys' fees and other expenses to the same extent as if the matter were being heard in court. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs to be awarded to the prevailing party, the arbitrator may award reasonable attorneys' fees and costs in accordance with the applicable statute or written agreement. The arbitrator will resolve any dispute as to the reasonableness of fees or costs awarded under this paragraph.

- h. **Multiple Individual Claims.** Arbitration is intended to be an efficient and fair process for resolution of Disputes for both parties. It is, accordingly, a breach of this arbitration agreement and Official Rules to bring or file an arbitration demand as part of a collection of multiple individual claims for the purpose of requiring the other party to incur excessive filing fees through the AAA or other arbitration provider. Should 50 or more similar arbitration demands presented by or with the assistance or coordination of the same law firms or organizations be submitted to AAA or another arbitration provider against Sherwin-Williams within a 30-day period (or otherwise in close proximity), then the parties will discuss, negotiate and work in good faith with the AAA or other provider to develop effective, reasonable and cost-efficient procedures that minimize filing and other fees to the parties in the arbitration but maintain individualized arbitrations of the Disputes. The question of whether the parties have complied with this provision is reserved for the court and not the arbitrator or AAA.
- i. **Litigation of Small Claims and Intellectual Property Disputes.** Each party retains the right (i) to elect to have any claims heard in small claims court on an individual (non-class, non-representative) basis for Disputes within the scope of such court's jurisdiction, up to thirty (30) days after the party is given notice of the filing of an arbitration demand, and (ii) to seek injunctive or other relief in any court of competent jurisdiction regarding any intellectual property dispute between the parties in which either party seeks injunctive or other equitable relief to prevent the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. You hereby irrevocably consent to jurisdiction and venue of the State, Federal and other courts of the State of Ohio with respect to any such injunctive or other relief. The parties acknowledge that their respective rights in their intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.