

**Sherwin-Williams Automotive Finishes Corp.
Planet Color® Barrett-Jackson®
Collector Color Series**

Color Your Classic™ Contest Official Rules

1. **ELIGIBILITY:** The Color Your Classic™ Contest (the “Contest”) is open only to individuals who are legal residents of the United States (excluding Vermont) and are eighteen (18) years or older at the time of entry. Employees of The Sherwin-Williams Company, Sherwin-Williams Automotive Finishes Corp. (“Sponsor”), Barrett-Jackson Auction Co. LLC and its affiliates (“Barrett-Jackson”) and their related companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to all Federal, state and local laws and regulations and is void in Vermont and where prohibited by law.
2. **SPONSOR:** The Contest is sponsored by Sherwin-Williams Automotive Finishes Corp. (SWAFC), 4440 Warrensville Center Road, Warrensville Hts., OH 44128.
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules in a timely manner.
4. **ENTRY PERIOD:** The Contest begins on November 4, 2009 at 12:00:01 am Eastern Time (“ET”) and ends on April 1, 2010 at 11:59:59 pm ET (the “Entry Period”). Entries received outside of the Entry Period will be disqualified.
5. **ENTRY:** This Contest involves the exterior painting of any land motor vehicle (Car, Truck, Van, SUV, Motorcycle, Bus) using the Planet Color® Barrett-Jackson® Collector Color Series paint products. To enter, you must submit the following: (a) a photo of the vehicle after the painting restoration; and (b) a written description of your painting project including the Planet Color® Barrett-Jackson® Collector Color Series paint products used. The photo should not be edited, altered, or touched up in any way. The Contest can be entered electronically at www.planetcolor.com or by sending a photo or jpg file to Sherwin-Williams Automotive Finishes Corp. (SWAFC), Color Your Classic™ Contest, 4440 Warrensville Center Road, Warrensville Hts., OH 44128. It will also require you to provide your name, street address, e-mail address, and daytime phone number. By entering, you warrant that you own and possess the painted vehicle at the time of entry. Limit one (1) entry per person, household, street address or e-mail address. Any additional entries will be void. Entries that are incomplete or that contain errors, trademarks/logos, copyrighted images or inappropriate/derogatory/defamatory images, language, nudity or profanity will be automatically disqualified. Sponsor is not responsible for lost, late, misdirected, altered, or destroyed entries. All entries become the property of Sponsor and will not be acknowledged or returned. Sponsor will have full rights to use the photos in marketing and promotional materials. Proof of sending will not be deemed proof of receipt by Sponsor. Entries will be posted at www.planetcolor.com. Sponsor reserves the right to edit or summarize any written entry and pick vehicle picture (if multiple pictures submitted) prior to posting on the website.
6. **JUDGING; ODDS:** Judging of entries will be completed by representatives of Sponsor and Barrett-Jackson by April 22, 2010 to reach a field of 25 entries. Judging of entries will be based on the following Judging Criteria: (a) quality of the painted vehicle (25%); (b) creativity of the design (25%); and (c) the overall top coat finish appearance of the vehicle upon completion (50%). Sponsor reserves the right to examine and have access to the vehicle during the judging process and to require demonstration of proof of purchase of Planet Color® Barrett-Jackson® Collector Color Series paint products. The 25 entries will then be posted online at www.planetcolor.com for online voting. Online voting will be open from April 23, 2010 at 12:00:01 am Eastern Time (“ET”) and ends on May 28, 2010 at 11:59:59 pm ET. Visitors to the website will have the opportunity to vote on the vehicle that they believe has the best overall finished appearance. Online voting shall be limited to one vote per e-mail address during the entire voting period. The vehicle receiving the most online votes at the end of the voting period shall be declared the Grand Prize winner. In the event of a tie, winner will be selected based upon the Judging Criteria. Odds of winning depend on the relative performance, number of all entries received and votes received. If the potential winner cannot be contacted within ten (10) days after the first attempt to make contact, such potential winner will be deemed

to be ineligible and disqualified. In such event, Sponsor may select an alternate potential winner based on the number of votes received and the Judging Criteria. The winner will be announced on or before June 30, 2010 on www.planetcolor.com website.

7. **REQUIREMENTS OF THE POTENTIAL WINNER:** Except where prohibited, the potential winner once contacted will be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release"), within five (5) days of being notified. If potential winner fails to sign and return the Affidavit/Release within the required time period, such potential winner will be deemed to be ineligible and disqualified. In such event, Sponsor may select an alternate potential winner based on the number of votes received and the Judging Criteria. If the potential winner is a minor, his/her parent or legal guardian will be required to sign the Affidavit/Release on the potential winner's behalf.
8. **One (1) Grand Prize:** The Grand Prize winner shall be the owner of the vehicle featured in the winning entry. The Grand Prize winner will receive a prize package consisting of the following: (a) round-trip coach air transportation for winner and winner's guest from the major airport nearest winner's home in the continental United States to Scottsdale, Arizona, on a carrier selected by Sponsor in its sole discretion, including airport transfers.; (b) hotel accommodations (double occupancy) for 2 consecutive nights at Scottsdale Princess hotel; (c) rental car for 3 days and 2 nights selected by Sponsor; and (d) two VIP tickets to Barrett-Jackson's January 2011 Auction in Scottsdale, AZ. All expenses not specified herein, including but not limited to, meals, taxes, insurance and gratuities are the sole responsibility of the Grand Prize winner. Blackout dates and other travel restrictions may apply. To receive the car rental portion of the prize, Grand prize winner must possess a valid U.S. driver's license and major credit card, and meet any other eligibility/rental requirements (which may include a minimum age requirement) established by the car rental company. Winner's guest must be at least 18 years of age and winner and guest must travel together on the same itinerary. Winner's guest will be required to sign a publicity/liability release prior to the booking of the trip. Approximate retail value of the Grand prize package: US \$3,000. Actual value depends on certain factors including but not limited to air transportation and actual cost of accommodations at time of reservation. If actual value turns out to be less than the stated approximate retail value, the difference will not be awarded in cash. Travel arrangements must be made through Sponsor's travel office and trip must be taken in January 2011. Sponsor reserves the right to substitute any portion of the prize package with another prize of equal or greater value. Any applicable Federal, state or local taxes are solely the responsibility of the Grand Prize winner. Prize is not transferable.
9. **PUBLICITY/LICENSE:** Except where prohibited, participation in the Contest constitutes each entrant's consent to (1) Sponsor's use of entrant's name, likeness, voice, opinions, biographical information and state of residence; and (2) a non-exclusive license to reproduce entrant's entry and photographs, or any portions thereof, for promotional purposes in any media without further payment or consideration.
10. **GENERAL CONDITIONS:** Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest, or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules, or (b) award the prize based on the number of votes received and the Judging Criteria at the time of the impairment. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of winner based on the e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
11. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contest, entrants agree to release and hold harmless Sponsor, Barrett-Jackson and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c)

printing errors; (d) errors in the administration of the Contest or the processing of entries; (e) any incorrect or inaccurate entry information; (f) inability to access the Sponsor's website; (g) transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any website; or (h) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt and/or enjoyment of any prize. Entrant further agrees that in any cause of action, Sponsor's liability will be limited to the cost of entering and participating in the Contest, and in no event shall Sponsor be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. **DISPUTES:** Except where prohibited, entrant agrees that: (a) any and all 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 the State of Ohio; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees and or related legal or other expenses; and (c) entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. 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. **CONTEST RESULTS:** For Grand Prize winner's name, available after July 31, 2010, send a separate, self-addressed, stamped envelope to Sherwin-Williams Automotive Finishes Corp., Color Your Classic™ Contest, 4440 Warensville Center Road, Warrensville Hts., OH 44128. All requests must be received by June 30, 2010. Grand Prize winner's name will also be posted on www.planetcolor.com.