# Official Rules LOWE'S BLACK FRIDAY 2019 PROMOTION ("PROMOTION") OFFICIAL RULES ("RULES")

## NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. GAME CARD QUANTITIES LIMITED, WHILE SUPPLIES LAST. FIRST COME, FIRST SERVED. SEE SECTIONS 2 THROUGH 4 FOR GAME CARD DETAILS.

1. ELIGIBILITY: The Promotion is open only to legal U.S. residents of the fifty (50) United States and the District of Columbia who are (i) eighteen (18) years of age or older at the time of participation and (ii) obtain a Game Card in accordance with these Rules (and as described in Section 2). Employees, officers and directors of Lowe's Home Centers, LLC ("Sponsor"), its parent, subsidiary, and affiliated companies, advertising, promotion or production agencies, web masters/suppliers, and the NFL Entities (defined below at the end of these Rules), and each of the foregoing entities' respective IRS dependents and immediate family members (spouse and children, regardless of where they reside), and individuals residing in their same household (whether or not related) are not eligible to participate. By participating, participants agree to these Rules and the decisions of the Sponsor which are final and binding in all respects. Void where prohibited.

2. **PROMOTION OVERVIEW:** This is a two-part Promotion. The first part consists of an instore promotion ("**In-Store Promotion**") and the second part consists of a national promotion ("**National Promotion**"). For each physical "**Lowe's Store**" (defined as any Lowe's physical store located in the United States, but excluding any Lowe's Outlet), there will be three hundred (300) Promotion game cards (each a "**Game Card**") available for distribution to the first three hundred (300) eligible Lowe's in-store shoppers on November 29, 2019. You must be a recipient of a Game Card to participate in this Promotion. Participation in one part of the Promotion does not constitute your participation in the other part of the Promotion. See Section 4 for details on how to participate in both Promotion components.

### 3. **PROMOTION PERIODS:**

In-Store Promotion: Each individual In-Store Promotion begins at 6:00:00 a.m. local time and ends at 10:00:00 p.m. local time on November 29, 2019.

<u>National Promotion</u>: The National Promotion begins at 4:00:00 a.m. Pacific Standard Time ("**PST**") on November 29, 2019 and ends at 11:59:59 p.m. PST on December 6, 2019. The computer of Sponsor's web master is the official time-keeping device of the National Promotion.

4. HOW TO PARTICIPATE: Be one of the first three hundred (300) eligible individuals to visit your Lowe's Store on November 29, 2019 to receive a Game Card. First come, first served. Game Cards available while supplies last. Limit one (1) Game Card per person. Once you have obtained a Game Card, follow these instructions:

In-Store Promotion: The In-Store Promotion consists of two (2) parts, a Coupon Giveaway and an Instant-Win Game.

- <u>Coupon Giveaway</u>: Each Game Card contains a coupon good for \$10.00 off a \$50.00 instore purchase made on November 29, 2019 ("Coupon"). The Coupon must be used in store at a Lowe's Store location on November 29, 2019, during store hours. The Coupon is not valid online. Exclusions and restrictions apply. See Section 7 for Coupon terms.
- <u>Instant-Win Game:</u> Scratch off the area indicated on the lower right side of your Game Card to reveal if you are the winner of a \$500.00 Lowe's Gift Card. If your Game Card reveals a winning message, you are the winner of the \$500.00 Lowe's Gift Card. You will need go to the Customer Service Desk (in the same Lowe's Store where you received your Game Card) on November 29, 2019 to confirm the winning Game Card and claim your Lowe's Gift Card. If you fail to go to Customer Service Desk at the Lowe's Store where you received your Game Card on November 29, 2019 during store hours, your prize will be forfeited. One (1) \$500.00 Lowe's Gift Card available per Lowe's Store. Odds of winning are 1 in 300 per Lowe's Store. See Section 7 for additional Lowe's Gift Card details.

<u>National Promotion:</u> Scratch off the area indicated on the left side of the Game Card to reveal your unique code ("Promotion Code"). *Save this portion of your Game Card!* Visit Lowes.com/SB54; look for the Lowe's Black Friday 2019 Sweepstakes mention and follow the instructions to register and enter your Promotion Code. You will be required to provide your name, zip code, email address, respond to the CAPTCHA (letting us know you're not a robot), and place a checkmark in the box signifying that you (i) agree to the Rules to receive one (1) entry into the random drawing and (ii) confirm you are 18 years of age or older, and click the SUBMIT button to receive an entry into the National Promotion Random Drawing. All entries for the National Promotion must be received and recorded by 11:59:59 p.m. PST on December 6, 2019. Limit one (1) entry per person/email address/Game Card for the National Promotion.

All information submitted by a participant pursuant to this National Promotion is subject to the Privacy Statement accessible at: lowes.com/privacy and will be used to administer the Promotion. If participant, in its discretion, opts in to receive marketing messages from the NFL, such information will be subject to the privacy policy of the NFL. All entries are subject to verification by Sponsor, in Sponsor's sole discretion. Any communication between participant and Sponsor or its agencies regarding this Promotion (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. In addition, if you are selected as the winner, your information may also be included in a publicly-available winner's list.

Entries must be manually entered by the individual participant; automated and/or repetitive electronic entries (including but not limited to entries made using any script, macro, bot or promotional service) will be disqualified and transmissions from these or related IP addresses or email addresses may be blocked. Additionally, use of multiple email addresses and/or the manipulation of such information or any attempt to obtain more than one (1) entry

per Game Card and/or person is prohibited and such persons will be disqualified and ineligible to win the National Promotion Grand Prize.

**5. NATIONAL PROMOTION RANDOM DRAWING:** The National Promotion Grand Prize winner will be selected in a random drawing to be held on or about December 9, 2019 from among all eligible entries received for the random drawing by an independent judging firm, whose decisions shall be final. Odds of winning the National Promotion Grand Prize depend upon the number of eligible entries received for the random drawing. If all Game Cards are distributed and those eligible Game Card recipients enter the random drawing (i.e. all Promotion Codes from all Game Cards are entered at the Website for valid entry), the odds of winning the National Promotion Grand Prize are 1 in 518,100.

6. NATIONAL PROMOTION GRAND PRIZE: One (1) National Promotion Grand Prize will be awarded consisting of two (2) tickets to Super Bowl LIV in Miami, Florida scheduled to take place on February 2, 2020 ("Super Bowl"); round-trip coach air transportation for winner and one (1) guest from a major airport nearest winner's home to Miami or Ft Lauderdale; double-occupancy hotel accommodations for three (3) nights; transportation to/from airport and hotel in Miami or its surrounding area; \$1,000.00 in the form of pre-paid debit cards (subject to terms and conditions as set by issuer and may be given in smaller denominations to total in aggregate \$1,000.00); and one (1) \$5,000.00 check, payable to winner, intended to help offset any potential tax liability related to acceptance of the Grand Prize (Consult your tax advisor). Travel dates: January 31, 2020 – February 3, 2020. Approximate Retail Value ("ARV"): \$11,800.00.

**National Promotion Grand Prize Conditions:** Travel and accommodations are subject to availability and change, including but not limited to selection of airline and hotel, at Sponsor's sole discretion. Super Bowl subject to change and/or cancellation. If winner resides within 250 miles of Miami, Florida, another method of transportation may be substituted for air transportation by Sponsor, in its sole discretion. Ground transportation (other than as stated above), meals, gratuities, luggage fees, incidental hotel charges, any and all taxes (income, sales, or otherwise), and all other expenses not specified in these Rules are solely the winner's responsibility.

Winner and guest must travel on same itinerary. The guest must not be a minor under the laws of his/her state of residence unless the winner is the parent or legal guardian of the guest. Any minor guest must be accompanied on trip at all times (including, but not limited to, in-flight, hotel stay and all prize-related events) by the winner. Guest (or, if a minor, his/her parent or legal guardian who must be the winner) will be required to sign and return a travel release within the time specified by Sponsor before any travel occurs. Once the guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion.

Winner understands that there are inherent risks involved in travel, in attending the Super Bowl, and activities related thereto, and that these risks may be present before, during and after the trip. Sponsor is not responsible for cancelled, delayed, suspended or rescheduled events (including the airline flights and Super Bowl) or for any other acts or occurrences beyond its

control. Neither Sponsor, nor its parent or affiliates, are liable for any missed events or opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. In the event a winner misses a scheduled airline flight, or any other transportation related to any prize activity (through no fault of Sponsor or due to Force Majeure), neither Sponsor, nor its parent or affiliates, will have any liability for any costs associated with changing or rebooking transportation.

Winner and guest must have all necessary identification and/or travel documents (e.g. a valid driver's license or passport) required for travel. Airline tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets or Super Bowl tickets will not be replaced or exchanged. Sponsor reserves the right to assign seating at the Super Bowl. Super Bowl tickets are not for re-sale and cannot be sold after awarded. Actual retail value depends on city/day/time of departure and actual location of seats at the Super Bowl.

Winner and guest must abide by all venue policies. Sponsor and/or venue operator reserves the right to revoke full or partial prize from winner and/or any guest who it and/or venue personnel deem may, in their sole discretion, to have violated any venue policy or law, and/or may bring Sponsor and/or venue operator into disrepute.

Winner and guest may be required to submit to a confidential background check to help ensure that they will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor (or its parent and affiliates) in Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify the winner and his/her guest based on the results of their background check. If requested by Sponsor, the winner and/or guest must agree to sign waiver forms authorizing the release of personal and background information or prize may be forfeited.

#### 7. IN-STORE PROMOTION DETAILS:

<u>Coupon – General Terms</u>: The one-time use Coupon is valid for use in store (excluding any Lowe's Outlet) only on November 29, 2019, during store hours. To redeem a Coupon, you must purchase the minimum amount stated on the Coupon to receive the instant savings. Present the Coupon portion (upper right side) of your Game Card to the cashier at the time of checkout to redeem your Coupon. Be sure to save the left side of the Game Card if you wish to enter the National Promotion Random Drawing.

Coupon is valid for up to \$10 off when you spend \$50 or more at your Lowe's Store on November 29, 2019. Discount applied proportionately to all eligible items. Coupon cannot be used in conjunction with any (i) other promotion, discount, markdown, coupon, rebate or offer including any Lowe's volume or special discount programs (such as but not limited to, Contractor Pack, Buy in Bulk, Quote Support Program ("QSP"), Military Discount, Employee Discount, Lowe's price match guarantee, all cabinet offers & credit discount offers); or (ii) associate discretion price adjustments. Coupon has no implied warranties, is not redeemable for cash, is nontransferable and cannot be replaced if lost or stolen. Void if altered, defaced, copied, transferred, or sold (thru any online auction or otherwise). Redeemable in-store only. Not valid on: online; previous sales; multiple transactions; purchase of services, installation, or extended protection plans; gift cards; or NXR, THOR, AGA, MARVEL, Bosch Benchmark, Heartland, ICON, Fisher & Paykel, Monogram, SMEG, Liebherr, Weber or Kichler products. Customer must pay applicable sales tax. Coupon can't be used to make payments on any charge or credit account. Cash Value: 1/100 cent. Valid in the U.S. only and expires on 11/29/19. Lowe's reserves the right to withdraw the Coupon at any time for any suspected abuse.

**\$500.00 Lowe's Gift Card – General Terms:** If your Game Card states that you are a winner of the \$500.00 Lowe's Gift Card, you will need go to the Customer Service Desk (in the same Lowe's Store where you received your Game Card) on November 29, 2019 to confirm the winning Game Card and claim your Lowe's Gift Card. If you fail to go to Customer Service Desk at the Lowe's Store where you received your Game Card on November 29, 2019 during store hours, your prize will be forfeited. Lowe's will keep the portion of your Game Card which indicates you are a winner of the Lowe's Gift Card. The Lowe's Gift Card will have no expiration date and is subject to Lowe's Gift Card terms and conditions set forth below.

Lowe's Gift Card can only be used at Lowe's Stores or Lowes.com. Lowe's Gift Cards are not redeemable on Lowesforpros.com. Lowe's Gift Card is valid in US only and is not a credit/debit card and has no implied warranties. Lowe's Gift Card is not redeemable for cash unless required by law and cannot be used to make payments on any charge account or used to purchase any other retailer or third-party gift card. Lowe's reserves the right to deactivate or reject any Gift Card issued or procured through fraudulent activity. Lost or stolen Lowe's Gift Cards awarded in this Promotion will not be replaced. It will be void if altered or defaced. To check your Lowe's Gift Card balance: visit Lowes.com/GiftCards; call 1-800-560-7172 or see Customer Service Desk at any Lowe's Store.

8. GENERAL CONDITIONS: As a condition of participating, participants (and their parent(s)/legal guardian(s) if participants are minors) agree (and agree to confirm in writing, if requested): (a) to release and hold harmless Sponsor, its parent, subsidiary and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties"), and the NFL Entities, and that such Released Parties and the NFL Entities shall have no liability whatsoever for and against any liability for any injuries, losses or damages of any kind to person(s) including, without limitation, death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Coupon or prize or participation in this Promotion or any Promotion-related activities, including travel thereto; and (b) that, except where legally prohibited, such Coupons recipients and prize winners (and their parent(s)/legal guardian(s) if recipients or winners are minors) grant (and agree to confirm that grant in writing) permission to Sponsor, its parent and affiliates and those acting under their authority the right to the use of

his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, and on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law.

Prize winners are solely responsible for paying all applicable federal, state, and local taxes, if any, and all other unspecified expenses associated with the acceptance and/or use of prize. Sponsor suggests the potential Grand Prize winner consult their tax advisor before accepting the Grand Prize. All prizes will be awarded provided they are claimed properly in accordance with these Rules. Prizes are not transferable or redeemable for cash and prize substitutions will not be allowed, except at sole discretion of the Sponsor who reserves the right to substitute prizes of equal or greater value if the advertised prizes become unavailable. Unclaimed prizes will not be awarded.

### 9. NATIONAL PROMOTION – GRAND PRIZE WINNER NOTIFICATION AND VERIFICATION:

If the prize is won by an eligible participant who is a minor in his or her state of residence, the prize will be awarded to a minor's parent or legal guardian who will be deemed the winner and must sign and return all required documents, if any. The potential winner will be notified by email following the random drawing date. Potential winner will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, if requested by Sponsor in Sponsor's sole discretion, a background authorization form, and, where lawful, a Publicity Release within five (5) days of prize notification. If requested by Sponsor in Sponsor's sole discretion, Guest will be required to complete, and return a background authorization form within five (5) days of winner's prize notification. Neither Sponsor, nor its parent or affiliates are responsible for suspended or discontinued wireless or online service which may result in the potential winner not receiving a prize notification; nor is Sponsor, its parent or its affiliates responsible for any change in participant's email address. If the required documents are not returned within the required number of days, a potential winner cannot be verified, or a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner (time permitting). Winner will receive an IRS Form 1099 for the ARV of their prize.

**10. DISCLAIMER:** Game Cards and Promotion Codes are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Game Cards contain or are the result of a printing, seeding, typographical, mechanical or other error(s), or do not contain proper security devices. Sole liability for an irregular official Game Card is limited to replacement with a free randomly selected official Game Card, while supplies last. Game Cards and/or Promotion Codes may not be transferred, sold, bartered, auctioned (including through Internet auction sites), given away, traded or obtained through any source other than through the method described in these Official Rules. All submitted Game Cards and Promotion Codes become the property of Sponsor and will not be returned. No more than the stated number of prizes will be awarded. In event that production, seeding, printing or any other reason(s) cause more than the stated number of prizes, as set forth in these Official Rules, to be available and/or claimed,

Sponsor reserves the right to award only the stated number of prizes (previously not awarded) by random drawing from among all legitimate eligible prize claimants.

11. LIABILITY LIMITATIONS: Released Parties are not responsible for lost, late, misdirected, incomplete, or non-delivered Game Cards, Promotion Codes or entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider, Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of an entry or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Promotion or otherwise attempt to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. Released Parties are not responsible for injury or damage to participant's or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the promotional Website. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right, at its sole discretion, to suspend, modify or terminate the Promotion, and select the potential prize winner(s) in a random drawing from all non-suspect, eligible entries/claims received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, human error, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction of any equipment used for this Promotion. In case of a dispute, the authorized account subscriber of the email address used to participate in the Promotion at the actual time of participation will be deemed to be the participant and must comply with these Rules. The authorized account subscriber is deemed to be the natural person who is assigned the email address by the organization responsible for assigning email addresses. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF RELEASED PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT

#### PERMITTED BY LAW.

12. BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply North Carolina law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT PARTICIPATE IN THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE RULES.

BY PARTICIPATING IN SPONSOR'S PROMOTION, EACH PARTICIPANT, COUPON RECIPIENT AND PRIZE WINNER AGREES (AND AGREES TO CONFIRM IN WRITING IF REQUESTED) THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY COUPON AWARDED INCLUDING ANY TRAVEL OR COUPON ACTIVITY RELATED THERETO, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT, COUPON RECIPIENT OR PRIZE WINNER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT, COUPON RECIPIENT AND PRIZE WINNERS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT.

**13. GOVERNING LAW AND JURISDICTION:** By participating, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Rules and/or for entering any judgment on an arbitration award, shall take place in the State of North Carolina, in Charlotte, North Carolina. By participating, participants consent to the jurisdiction and venue of the federal, state and local courts located in Charlotte, North Carolina.

**14. NATIONAL PROMOTION - WINNER'S LIST REQUEST:** For the name of the National Promotion Grand Prize winner, send a self-addressed, stamped envelope to: Lowe's Black Friday 2019 Promotion Winner's List, 10 South 5th Street-7th Floor, Minneapolis, MN 55402 for receipt by December 31, 2019.

**15. SPONSOR:** Lowe's Home Centers, LLC, 1000 Lowes Blvd, Mooresville, NC 28117.

**16. ADMINISTRATOR:** Young America, LLC, 10 South 5<sup>th</sup> Street, 7<sup>th</sup> Floor, Minneapolis, MN 55402.

THE NFL ENTITIES: The National Football League, their member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions, LLC, NFL International, LLC, NFL Players Association, NFL Players Incorporated, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, members, representatives, and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this Promotion or any coupon or prize awarded.

The NFL Entities have not offered or sponsored this Promotion in any way.