

Into the Blue: Lowe's Product Pitch Event Terms & Conditions

1. OVERVIEW

Making dreams a little more within reach for everyone is at the heart of Lowe's. Whether you're an entrepreneur that's ready to onboard as a Lowe's supplier - or just starting out - Lowe's is an advocate for the business community. That's why we're hosting "Into the Blue: Lowe's Product Pitch Event", a first-ever buying event comprised of meetings, breakouts and a supplier fair to help businesses scale into retail, where the most standout suppliers may have the opportunity to sell their product at Lowe's (collectively "**Into the Blue**" or "**Event**"). Businesses will have the opportunity to submit an online application for Into the Blue July 26, 2022 through August 14, 2022.

From the applications received, Lowe's will invite selected participants to attend an in-person event to help break through traditional processes for an opportunity to pitch their products directly to Lowe's November 2, 2022 and/or November 3, 2022 ("**In-Person Event(s)**").

In Lowe's discretion, Lowe's will evaluate applications based on product fit with Lowe's, product being ready for market (i.e., not a product idea), and diversity of product across all applications. It is Lowe's hope to find new suppliers and products through Into the Blue.

At the In-Person Events, Lowe's, in its sole and absolute discretion, may identify selected participants with whom to further explore a potential buying relationship with Lowe's. Contingent on meeting all of Lowe's supplier requirements, selected participants may potentially become a Lowe's supplier and have their products sold in Lowe's stores and/or on Lowes.com.

By participating in Into the Blue, participants agree to the terms and conditions contained herein ("**Terms and Conditions**").

2. WHO CAN PARTICIPATE IN THE EVENT. To be eligible to participate in the Event, participating companies ("**Participant(s)**") must meet the following requirements:

- (i) Be a **new** product supplier to Lowe's - i.e., Participant can't be a current or former Lowe's supplier;
- (ii) As requested by Lowe's, be available **in person** for, and participate in all vetting meetings, conference calls with Lowe's team members, and provide additional information as requested by Lowe's;
- (iii) Sign Lowe's buying agreements if products are selected to be sold in Lowe stores and/or on Lowes.com, other applicable forms, such as confidentiality, release, and ownership agreements, as well as any other forms requested by Lowe's in connection with the Event;
- (iv) Agree to comply with Lowe's Vendor Code of Conduct and all other applicable Lowe's policies and supplier requirements;
- (v) Designate up to two persons who are authorized to represent, speak for (or on behalf of), and/or otherwise bind the Participant for the Event and who also expressly

- consents to these Terms and Conditions ("**Participating Company Representative(s)**"); and
- (vi) Agree to comply with these Terms and Conditions.

3. WHO CAN'T PARTICIPATE IN THE EVENT. The following businesses and/or people are ineligible to participate in the Event or be a Participating Company Representative, including but not limited to:

- (i) Existing or former product suppliers of Lowe's;
- (ii) Service providers of Lowe's;
- (iii) Any business and/or individual who is unwilling to comply with the Terms and Conditions of the Event, including signing all paperwork as requested by Lowe's;
- (iv) Businesses in which Lowe's or its Affiliated Companies' employees/associates or their Immediate Family Members own any interest in. This does not include non-majority equity ownership of shares in a publicly traded company. For purposes of this Event, (a) "**Immediate Family Members**" includes associate's/employee's spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-laws, or anyone (other than domestic employees) who shares the associate's/employee's home; and (b) "**Lowe's or its Affiliated Companies**" include, but are not limited to, Lowe's Companies, Inc., Lowe's Home Centers, LLC, LG Sourcing, Inc., Lowe's Companies Canada, ULC, Rona, Inc., LF, LLC, and Maintenance Supply Headquarters, LP d/b/a Lowe's Pro Supply; and
- (v) Associates/Employees of Lowe's or its Affiliated Companies.

4. WHAT WE ARE LOOKING FOR. Lowe's is looking for product suppliers, not service providers. Both home improvement and non-traditional home improvement product(s) will be considered. Products must be ready for market. Participants and their product(s) will be considered and evaluated based on their alignment to Lowe's product merchandising strategies and market opportunity to fulfill Lowe's customers' needs in Lowe's sole and absolute discretion.

5. HOW TO BE CONSIDERED.

a. Initial Consideration. Participants must visit Lowe's website and click the "apply now" button to complete and submit an online application through RangeMe (Lowe's third-party provider) July 26, 2022 through August 14, 2022 ("**Application(s)**").

In conjunction with the Application, Participants may submit an optional five-minute "pitch" video ("**Video(s)**"). All videos must include the following:

- (i) Video must include Participant's company name and location, Participating Company Representative's name and job title, and a short sales pitch about why its product should be purchased, distributed or otherwise sold by Lowe's, as well as what being selected as a Lowe's product supplier would mean to Participant and its Participating Company Representative;

- (ii) Video must not include unlawful, infringing, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent material of any kind, or any blatant expression of bigotry, racism, hatred or harassment or material that is disparaging to any person or entity;
- (iii) Video must not include or otherwise highlight (x) the image or likeness of anyone who is not its Participating Company Representative, (y) any third-party products, services or brands or any other intellectual property of any third party (e.g. music, footage, etc.) and/or (z) any third party companies; and
- (iv) Video must be submitted as part of the application through RangeMe via URL link and if requested by Lowe's, in a subsequent format designated by Lowe's (such as .mp4, .mov or .wmv).

Once the Application is completed, Lowe's will evaluate Applications and may invite Participants (and its Participating Company Representative) to participate in an In-Person Event on November 2, 2022 and/or November 3, 2022 (all of which Participant and Participating Company Representative agree may be recorded) to learn more about Participant's capabilities and products and to provide additional information, forms, or agreements as requested by Lowe's (collectively, "**Vetting Meetings and Forms**") in order to be further considered.

If at any time Participant or its Participating Company Representative fail to participate in and/or provide Vetting Meetings and Forms on dates specified by Lowe's, Participant will no longer be considered to participate in the Event. PARTICIPANT AND PARTICIPATING COMPANY REPRESENTATIVE AGREE AND UNDERSTAND PARTICIPATING IN THIS EVENT AND/OR SUBMITTING AN APPLICATION DOES NOT GUARANTEE ANY BUSINESS WITH LOWE'S AND ACKNOWLEDGES THAT LOWE'S HAS SOLE AND ABSOLUTE DISCRETION IN AWARDING ANY BUSINESS. VETTING MEETINGS AND FORMS ARE FOR CONSIDERATION PURPOSES ONLY AND WILL NOT OBLIGATE LOWE'S TO AWARD BUSINESS TO ANY PARTICIPANT OR PARTICIPATING COMPANY.

6. RIGHTS GRANTED.

By participating in the Event, Participant and Participating Company Representative grant Lowe's Companies, Inc., its subsidiaries, affiliates and authorized agents the absolute, irrevocable, sublicensable, unrestricted and worldwide, perpetual, royalty-free, fully paid-up right and license to use, reproduce, display, adapt, modify, exploit, broadcast, transmit, communicate, publicly display, distribute the submitted Video(s) (if any) and to create compilations and derivative works therefrom, including the right to display or otherwise include Participant's products, as well as, any and all likeness of its Participating Company Representative, including but not limited to Participating Company Representative's image and/or voice and/or attributes of Participating Company Representative's personality for the purposes of administering the Event or similar events in the future and for advertising, marketing, and/or otherwise promoting Lowe's and/or

Participant's products in Lowe's sole and absolute discretion in any channel or medium, now known or hereinafter devised, in perpetuity anywhere in the world.

In addition, Participant and its Participating Company Representative grant Lowe's Companies, Inc., its subsidiaries, affiliates and authorized agents the absolute, irrevocable, sublicensable, unrestricted and worldwide, exclusive, perpetual, royalty-free and fully paid-up right and license to take, record, use, reproduce, display, adapt, modify, exploit, broadcast, transmit, communicate, publicly display, distribute images, videos and recordings of Participant's and its Participating Company Representative's participation in the Event, including, but not limited to, in person meetings, virtual meetings or conference calls to create content, photographs, videos, or compilations, including derivatives thereof (collectively "**Event Content**"), including the right to use Participant's products, as well as, any and all likeness of its Participating Company Representative, including but not limited to Participating Company Representative's image and/or voice and/or attributes of Participating Company Representative's personality for the purposes of administering the Event or similar events in the future and for advertising, marketing, and/or otherwise promoting Lowe's and/or Invited Participant's products in Lowe's sole and absolute discretion in any channel or medium, now known or hereinafter devised, in perpetuity anywhere in the world.

Unless prohibited by law, Participant and its Participating Company Representative waive any "moral rights" or rights of publicity they may have in connection with their participation in the Event to the benefit of the Lowe's Companies, Inc., its subsidiaries and affiliates. Participant and a Participating its Company Representative agree that all materials derived from Lowe's use of the Event Content, including any pictures, images, photographs, tapes, videotapes, recordings and/or reproductions thereof, including, but not limited to, any plates, and/or negatives connected therewith, are and shall remain the sole and exclusive property of Lowe's in perpetuity and throughout the world.

Participant and its Participating Company Representative acknowledge and agree that Lowe's may use any Video submitted as part of the Application, if any, and will create videos(s) or other creative materials which may capture Participant's and its Participating Company Representative's story, including but not limited to other print, video or online marketing materials to promote and/or otherwise market the Event and/or Lowe's.

Participant and Participating Company Representative acknowledge and agree that Lowe's reserves the right to conduct, and Participant and Participating Company Representative consent to, a background check on the Participant and its Participating Company Representative.

7. ACKNOWLEDGMENT. Participant and its Participating Company Representative warrant, acknowledge and agree that (i) Participant and its Participating Company Representative have read and met and agree to be bound by the eligibility requirements; (ii) Participant and its Participating Company Representative have completed the Application honestly and accurately; (iii) **SUBMITTING AN APPLICATION, PROVIDING INFORMATION AND/OR SIGNING ANY PAPERWORK REQUESTED BY LOWE'S, AND/OR ATTENDING THE IN-PERSON EVENT DOES NOT GUARANTEE PARTICIPANT OR ITS PARTICIPATING COMPANY REPRESENTATIVE ANY BUSINESS**

WITH LOWE'S; (iv) if any of the information in Application is found to be false or incomplete, this will be grounds for dismissal from the Event; (v) even if Participant meets the eligibility requirements, Lowe's has no obligation to further contact or interview Participant and its Participating Company Representative, and/or select Participant and its Participating Company Representative to attend In-Person Event. **LOWE'S HAS SOLE AND ABSOLUTE DISCRETION IN CHOOSING THE PARTICIPANTS FOR THE IN PERSON EVENT;** (vi) even if Participant is selected to attend In-Person Event, **LOWE'S IS UNDER NO OBLIGATION TO AWARD ANY BUSINESS UNDER THIS EVENT;** (vii) Participant and its Participating Company Representative shall keep strictly confidential all information about the Event that Participant and its Participating Company Representative may acquire during the Event; (viii) Lowe's is under no obligation to reveal the degree of consideration it may have given the Application, Vetting Meetings and Forms, including but not limited stating any reason for rejection, or to return any material to any Participant and/or Participating Company Representative; (ix) Lowe's has no obligation to return any materials submitted by Participant as part of the Application, whether or not Participant is selected for In-Person Event; (x) no promise, express or implied, has been made to induce Participant to submit Application or the product; (xi) Lowe's may receive numerous submissions of products by other participating companies and therefore may possess or come into possession of information, ideas or products similar or identical to information, ideas of products contained in Participant's Application, Participant will not pursue any claim or entitlement to compensation, credit, or other consideration against any of the Released Parties (defined below) and hereby release the Released Parties from any and all claims relating to Participant's Application to full extent of the releases set forth in Section 10 below, including, any claim Participant might otherwise have if Participant's application does not reach Lowe's for any reasons; (xii) all products submitted by Participant and all materials submitted with a product shall be original with the Participant and no other person or entity has an interest therein or claim thereto or Participant shall have sufficient rights in and to all such products and materials so that Participant's application shall not violate the intellectual property rights or other rights of any third party, nor shall the consent of any other person or entity be required for Participant to present such products and material for sale in or in connection with the Event; and (xiii) products in the Application does not infringe on the patent, copyright or other intellectual property of any person or entity.

8. NO RIGHT TO USE LOWE'S MARKS. Participant and Participating Company Representative acknowledge and agree that neither can use the Lowe's marks, including but not limited to the Lowe's and Event names and logos, the names and/or likeness of any Lowe's employee without Lowe's prior written approval of Lowe's.

9. RESERVATION TO CHANGE THE TERMS AND CONDITIONS. PARTICIPANT AND PARTICIPATING COMPANY REPRESENTATIVE ACKNOWLEDGE AND AGREE THAT LOWE'S RESERVES THE RIGHT TO ALTER, ADD, CHANGE, MODIFY (INCLUDING, BUT NOT LIMITED TO, POSTPONE OR CHANGE THE IN-PERSON EVENT TO A VIRTUAL EVENT), CANCEL, SUSPEND THE EVENT, THE TERMS AND CONDITIONS, OR ANY PORTION OR ELEMENT THEREOF IN LOWE'S SOLE AND ABSOLUTE DISCRETION WITH OR WITHOUT NOTICE TO PARTICIPANT AND/OR PARTICIPATING COMPANY REPRESENTATIVE AT ANY TIME INCLUDING BUT NOT LIMITED DURING THE EVENT.

10. RELEASE OF LIABILITY/FORCE MAJEURE: By submitting an Application, Participant and its Participating Company Representative agree to accept and be bound by these Terms and Conditions and agree that any dispute with regard to the conduct of this Event and the Terms and Condition interpretation shall be resolved by Lowe's Companies, Inc., whose decisions shall be binding and final. By entering, Participant and its Participating Company Representative agree to release and hold harmless Lowe's Companies, Inc. and each of its affiliates, subsidiaries, and successors in interest, and the officers, directors, associates, agents and representatives of any of the above organizations ("**Released Parties**") from liability of any kind or nature related to the Event, including but not limited to, for any injury, loss or damage to person, including death or property damage or infringement of any right (intellectual property, publicity, privacy, patent infringement or otherwise), any blurring, distortion, editing, alteration, optical illusion, or use in whole, part or composite form, whether intentional or otherwise, that may occur or be produced in connection with Lowe's use of the rights granted hereunder, including, without limitation, any claims for libel, slander, invasion of privacy, right of publicity, defamation, passing off, misappropriation of personality, trademark infringement, copyright infringement, or moral rights, due in-whole or in-part, directly or indirectly to participation in the Event or any Event-related activity.

In the event the Lowe's is prevented from continuing with this Event for any reason, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within the Lowe's control (each a "**Force Majeure**" event), Lowe's shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Event without notice or further obligation. If the Lowe's, in its sole and absolute discretion, elects to modify, change, or cancel the Event as a result of a Force Majeure event, the Lowe's reserves the right, but shall have no obligation, to review or otherwise evaluate any Application from among all valid and eligible Participants received up to the time of such Force Majeure event. Lowe's is under no obligation to return any materials submitted, and that Lowe's does not assume any responsibility for loss or damage.

11. Governing Law. Participant and its Participating Company Representative acknowledge and agree that these Terms and Conditions will be governed by and interpreted in accordance with the laws of the State of North Carolina, without giving effect to any choice-of-law rules or conflicts of law principals that may require the application of the laws of another jurisdiction, except for patents, trademarks and copyrights, which shall be governed by and under the applicable patent, trademark and copyright laws of the United States.

12. Representation. Participant and its Participating Company Representative represent, warrant and covenant that Participant and its Participating Company Representative are not represented by any agent, agency, union or other person or entity that has any approval rights or other rights or claims with respect to the permissions and rights granted here. If any agent, agency, person, or entity makes any claim against Lowe's, and/or its legal representatives, officers, employees, agents, assigns, and/or anyone acting with its authority and/or permission, for improper use of

the Videos, content, images, pictures, name, or likeness covered by these Terms and Conditions, including claims for compensation of any kind, Participant and its Participating Company Representative shall indemnify, defend, with counsel acceptable to Lowe's, in Lowe's sole and absolute discretion, save and hold harmless, and reimburse Lowe's for any and all damages or fees the union, agent and/or agency would be awarded via court judgment, arbitration, mediation, settlement or otherwise, as well as reasonable attorneys' fees of Lowe's.

These Terms and Conditions shall be binding upon Participant its successor and assigns, and Participating Company Representative's, heirs, personal representatives, executors and administrators and legal representatives.