

Lowe's Creator: Into the Blue Terms & Conditions

1. OVERVIEW

Helping make dreams a little more within reach for everyone is at the heart of Lowe's. That's why we are introducing Lowe's Creator: Into the Blue ("Program"), a program to help creators bring their products and innovations to life. Selected creators may have the opportunity to sell their products at Lowe's, receiving production, manufacturing, and retail readiness support along the way. Creators will be able to submit an online application for The Lowe's Creator: Into the Blue from **June 23, 2026, through September 1, 2026**.

At Lowe's sole and absolute discretion, Lowe's will evaluate applications based on their alignment to Lowe's, product merchandising strategies, and marketing opportunities to meet Lowe's customers' needs at Lowe's sole discretion. Selected applicants will be announced at a later date and may be invited to an in-person event ("Event").

By participating in Lowe's Creator: Into the Blue, Participants agree to the terms and conditions contained herein

2. WHO CAN PARTICIPATE. To be eligible to participate, participating creators ("**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) If requested by Lowe's, be available in person for, and participate in all vetting meetings, and 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 Program and/or Event.
- (iv) Agree to comply with Lowe's Vendor Code of Conduct and all other applicable Lowe's policies and supplier requirements.
- (v) If invited, 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. The following businesses and/or people are ineligible to participate 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, 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 program,
(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., LF, LLC, and Lowe's Pro Supply; and

- (v) Associates/Employees of Lowe's or its Affiliated Companies.

WHAT WE ARE LOOKING FOR. Lowe's is seeking **creators, innovators, and entrepreneurs** with innovative product ideas for the U.S. market across our home improvement categories, including home decor, building products, outdoor living, lawn and garden, seasonal, storage and organization, tools, and more. Whether your concept is market-ready, currently in development, or simply an idea with strong potential, we encourage all to apply.

Lowe's is looking for product ideas, not service ideas. Both home improvement and non-traditional home improvement product(s) will be considered. Creator products will be considered and evaluated based on their alignment to Lowe's product merchandising strategies, and marketing opportunities to meet Lowe's customers' needs at Lowe's sole discretion

4. HOW TO BE CONSIDERED.

a. Initial Consideration. Participants must visit Lowe's website [INSET LINK] <http://www.lowes.com/suppliers> and click the "apply now" button to complete and submit an online application through ECRM from **June 23, 2026, through September 1, 2026, ("Application(s)")**.

Within 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 name and/or company name and location, Participating Company Representative's name and job title, and a short sales pitch about why its product or idea should be developed, 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 (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.

5. 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, worldwide, perpetual, royalty-free, fully paid-up right and license to use, reproduce, display, adapt, modify, exploit, broadcast, transmit, communicate, publicly display, distribute, and create derivative works from the submitted Video(s) (if any), Application materials, and related content submitted in connection with the Program. Such rights include the right to use Participant's products, trademarks, trade names, logos, brand assets, social media handles, and the name, image, likeness, voice, biographical information, and other indicia of identity of Participating Company Representative for purposes of administering the Event or similar programs and for advertising, marketing, publicity, promotional, educational, and other business purposes related to Lowe's, the Program, and/or Participant's products, in any media or channel now known or later developed, throughout the world and in perpetuity. 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. Except for the rights expressly granted herein, Participant retains ownership of its pre-existing intellectual property, including trademarks, patents, copyrights, and products.

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 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.

6. 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 Terms and Conditions.
- (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 disqualification 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, and **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) Participant acknowledges that breach may cause irreparable harm for which monetary damages are inadequate and Lowe's may seek injunctive relief

(ix) 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 to, stating any reason for rejection;

(x) 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;

(xi) no promise, express or implied, has been made to induce the Participant to submit the Application or the product;

(xii) 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;

(xiii) 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;

(xiv) Participant acknowledges that no confidential, fiduciary, agency, partnership, joint venture, or other special relationship is created by submission of any Application, Video, product, or other materials unless separately agreed in writing by Lowe's.; and

(xv) products in the Application do not infringe on the patent, copyright, or other intellectual property of any person or entity.

7. 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.

8. 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.

9. **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 Lowe's, in its sole and absolute discretion, elects to modify, change, or cancel the Event as a result of a Force Majeure event, 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 Lowe's does not assume any responsibility for loss or damage.

10. 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.

11. 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.

12. Participant Conduct; Reputational Harm. Lowe's reserves the right, in its sole discretion, to refuse, remove, disqualify, suspend, or terminate any Participant or Participating Company Representative from the Event, discontinue any discussions or relationship with Participant, and/or remove any related content or materials, at any time if Lowe's determines that Participant or its Participating Company Representative has engaged in, been accused of, or is associated with conduct that:

(i) violates any applicable law, rule, or regulation;

(ii) violates these Terms and Conditions or any Lowe's policy or requirement;

(iii) is fraudulent, deceptive, misleading, discriminatory, harassing, threatening, abusive, hateful, obscene, defamatory, or otherwise inappropriate;

(iv) may damage, disparage, or adversely affect the reputation, goodwill, brand, or business interests of Lowe's or any of its affiliates; or

(v) is otherwise inconsistent with Lowe's values, brand standards, or business practices.

Participant acknowledges and agrees that Lowe's may make such determinations in its sole discretion and that Lowe's shall have no liability or obligation arising out of or related to any such refusal, removal, disqualification, suspension, termination, discontinuation, or removal of content or materials. Lowe's reserves all rights and remedies available at law or in equity.

13. No Confidential Relationship. Participant acknowledges and agrees that, unless otherwise expressly agreed in writing by Lowe's, any information, materials, ideas, concepts, products, submissions, or other content submitted or disclosed in connection with the Event are

submitted on a non-confidential and non-proprietary basis, and no confidential, fiduciary, agency, partnership, joint venture, or other special relationship is created between Participant and Lowe's by virtue of participation in the Event.

14. **Insurance.** Participant shall maintain commercially reasonable insurance coverage applicable to its participation in the Event and its products.
15. **Privacy and Information Sharing.** Participant acknowledges and agrees that information submitted in connection with the Program may be collected through third-party platforms and service providers on Lowe's behalf. Participant further acknowledges that submission information, including personal information and business information provided as part of the Application, will be shared with Lowe's and its affiliates, employees, agents, contractors, and service providers for purposes of administering the Program, evaluating submissions, conducting due diligence, and pursuing potential business opportunities. Information received by Lowe's will be handled in accordance with the Lowe's Privacy Statement. Additionally, Participant acknowledges that Lowe's may share submission materials internally among its merchandising, sourcing, legal, compliance, marketing, and other business teams, as well as with external advisors assisting Lowe's in evaluating submissions.
16. **Compensation and Commercial Terms.** Participant acknowledges and agrees that submission of an Application, participation in the Program or Event, participation in any meetings or discussions with Lowe's, or Lowe's review, evaluation, consideration, development, or testing of any product, idea, concept, or submission does not entitle Participant to any compensation, royalty, commission, licensing fee, reimbursement, or other payment.

Any compensation, royalty, commission, licensing arrangement, product development relationship, supplier relationship, or other commercial arrangement between Lowe's and Participant shall be governed solely by a separate written agreement executed by Lowe's and Participant. Lowe's shall have no obligation to compensate Participant unless and until such written agreement is fully executed.

17. **Compliance with Laws.** Participant represents and warrants that neither Participant nor any of its owners, officers, directors, or affiliates is subject to sanctions or restrictions administered by the United States or other applicable governmental authority, and Participant shall comply with all applicable import, export, anti-bribery, anti-corruption, labor, and trade laws.
18. **Independent Development.** Participant acknowledges that Lowe's may currently or in the future develop, acquire, market, or sell products, concepts, or ideas that are similar or identical to Participant's submissions, and nothing in these Terms restricts Lowe's ability to do so provided Lowe's does not violate applicable law.
19. **Entire Agreement.** These Terms and Conditions constitute the entire agreement between the parties regarding the Event and supersede all prior or contemporaneous discussions or understandings relating thereto.