

Making It...With Lowe's Terms & Conditions

1. **OVERVIEW.** Every day, small businesses across America struggle to get their products in front of a company or business leader who can help propel them forward. Entrepreneurs from underrepresented communities face even tougher obstacles. In an effort to help, Making It...With Lowe's invites diverse small business entrepreneurs to break through traditional processes for an opportunity to pitch their products directly to Lowe's 7/13/21 – 12/31/21 ("**Event**"). If chosen, select participants may have their products sold in Lowe stores and/or on Lowes.com. It is Lowe's hope that up to 375 diverse small companies will be added to the Lowe's vendor community through this Event ("**New Vendors**"). In addition, Lowe's will then invite up to 75 of the New Vendors be considered for additional opportunities with Lowe's, including meeting further with Lowe's merchandising representatives and up to 15 of such New Vendors will be asked to prepare a five-minute pitch video explaining the benefits and potential opportunities that their product offers. In addition, up to 15 New Vendors will be invited to attend a group mentoring session with Lowe's mentor of choice. Lowe's then will select up to 6 New Vendors to be given the opportunity to (i) receive additional support from Lowe's executive senior leadership team. and(ii) to meet in-person or virtually with the Lowe's executive senior team. In addition, Lowe's in its discretion reserves the right to develop and/or use an online voting platform that highlights up to 15 New Vendors (selected in Lowe's sole discretion) which allows consumers to vote for their favorite product ("**Consumer Engagement**"). The New Vendor who receives the most votes would be named "Fan Favorite" and may receive additional support from Lowe's as determined in Lowe's discretion. The Consumer Engagement would be subject to additional terms, conditions, and rules in Lowe's discretion. By participating in the Event, 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 qualified diverse business defined having at least 51% owned, operated and controlled by one or more of the following diversity classifications: Minority, Women, Veteran, Disability or LGBTQ;
 - (ii) Be classified as a small business, in accordance with Small Business Administration ("**SBA**") standards as defined at the following site https://www.sba.gov/sites/default/files/2019-08/SBA%20Table%20of%20Size%20Standards_Effective%20Aug%2019%2C%202019_Rev.pdf;
 - (iii) Be a **new** product vendor to Lowe's -i.e. Participating company can't be a current or former Lowe's vendor;
 - (iv) Be available for, and participate in all potential vetting meetings/conference calls with Lowe's Merchandising team members, including providing additional information as requested by Lowe's;
 - (v) 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 this Event;
 - (vi) Agree to comply with Lowe's Vendor Code of Conduct and all other applicable Lowe's policies and vendor requirements;
 - (vii) Designate one person who is 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**"); and
 - (viii) 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 vendors of Lowe's;
- (ii) 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;
- (iii) 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
- (iv) Associates/Employees of Lowe's or its Affiliated Companies.

4. WHAT WE ARE LOOKING FOR. Lowe's is looking for product vendors, not service vendors. Both home improvement and non-traditional home improvement product(s) will be considered. 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 discretion. Additional selection weighting will be placed on the following product categories/features:

- (i) Accessible Home;
- (ii) Tool Innovation;
- (iii) Smart Home and Innovation;
- (iv) Home Office;
- (v) Home, Closet, and Garage Organization;
- (vi) Impulse/ Front-end Items;
- (vii) Drinkware, Tableware;
- (viii) Kitchen and Bath Accessories;
- (ix) Wall Heaters;
- (x) Storage Sheds;
- (xi) Wheelbarrows and Carts, Long Handle Tools, and Garden Tools;
- (xii) Hose Storage;
- (xiii) Small Space Solutions – Patio and Home Decor; and
- (xiv) Planters and Outdoor Fashions.

5. HOW TO BE CONSIDERED.

- a. **Initial Consideration.** Participants must complete and submit an online application through Range Me 7/13/21 – 7/30/21 at www.rangeme.com/makingitwithLowes ("**Application(s)**"). Once the Application is completed, Lowe's will evaluate Applications and may invite Participants (and its Participating Company Representative) to participate in virtual meetings and/or telephone conference calls (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 be awarded business for this Event. PARTICIPANT AND PARTICIPATING COMPANY REPRESENTATIVE AGREE AND UNDERSTAND PARTICIPATING IN THIS EVENT 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 CONVENIENCE PURPOSES ONLY AND WILL NOT OBLIGATE LOWE'S TO AWARD BUSINESS TO PARTICIPANT.**

- b. **Additional Opportunities.** Up to 15 Participants will be invited by Lowe's ("**Invited Participant(s)**") to submit a five-minute "pitch" video ("**Video(s)**") to be considered to receive additional opportunities and/or support from Lowe's (collectively and individually, "**Additional Opportunities**"). Such Invited Participants shall be selected in Lowe's sole and absolute discretion. All videos must include the following:
- (i) Video must include Invited 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 vendor means 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; and
 - (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.**

All Videos must be submitted in the format (such as .mp4, .mov or .wmv) and by the date requested by Lowe's to ensure Invited Participant is considered for these Additional Opportunities.

If selected as one of the 15 Invited Participants, Invited Participant and its Participating Company Representative acknowledge and agree that Lowe's will create videos(s) or other creative materials which capture Invited Participant's and its Participating Company Representative's story, including, but not limited to Consumer Engagement (if any), Additional Opportunities, Advanced Opportunity (as defined below), and Video to promote and/or otherwise market the Event and Lowe's commitment to diverse small businesses. Invited 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 Invited Participant and its Participating Company Representative prior to participating in Consumer Engagement (if any), Additional Opportunities, and the Advanced Opportunity.

By submitting a Video, Invited 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) and to create compilations and derivative works therefrom, including the right to display or otherwise include Invited 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.

In addition, Invited 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 virtual meetings or conference calls to create content, photographs, videos, or compilations, including derivatives thereof (collectively "**Event Content**"), including the right to use Invited 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, Invited Participant and its Participating Company Representative waive any "moral rights" or rights of publicity they may have in connection with the submitted Videos and 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.

Lowe's, in its sole and absolute discretion, will ultimately select up to 6 Invited Participants to meet in-person or virtually with the Lowe's senior executives and participate in a group mentoring session with Lowe's mentor coach of choice (collectively "**Advanced Opportunity**"). In order to receive the Advanced Opportunity, Invited Participant and its Participating Company Representative may be asked to participate in further in-person or virtual meetings and/or telephone conference calls (all of which Invited Participant and its Participating Company Representative agree may be recorded) and sign or otherwise complete additional forms and agreements, (collectively, "**Advanced Meetings and Forms**") in order to be further considered for the Advanced Opportunity. **If at any time Invited Participant or its Participating Company Representative fail to provide or participate in Advanced Meetings and Forms by the date Lowe's requests, Invited Participant will no longer be considered for the Advanced Opportunity. PARTICIPANT AND PARTICIPATING COMPANY REPRESENTATIVE AGREE AND UNDERSTAND THAT PARTICIPATING IN THIS EVENT OR**

SUBMITTING AN APPLICATION DOES NOT GUARANTEE PARTICIPANT OR ITS PARTICIPATING COMPANY REPRESENTATIVE WILL HAVE THE ABILITY OR RIGHT TO PARTICIPATE IN THE CONSUMER ENGAGEMENT (IF ANY), ADDITIONAL OPPORTUNITIES AND/OR THE ADVANCED OPPORTUNITY. PARTICIPANT AND ITS PARTICIPATING COMPANY REPRESENTATIVE FURTHER AGREE AND ACKNOWLEDGE THAT LOWE'S HAS SOLE AND ABSOLUTE DISCRETION IN CHOOSING THE PARTICIPANTS FOR THE CONSUMER ENGAGEMENT (IF ANY), ADDITIONAL OPPORTUNITIES AND ADVANCED OPPORTUNITY. FURTHERMORE, PARTICIPANT AND PARTICIPATING COMPANY REPRESENTATIVE AGREE THAT LOWE'S IS UNDER NO OBLIGATION TO (i) PROVIDE FOR OR OTHERWISE EXECUTE THE CONSUMER ENGAGEMENT; (ii) AWARD ANY ADDITIONAL OPPORTUNITIES AND/OR ADVANCED OPPORTUNITY OR (iii) AWARD ANY BUSINESS UNDER THIS EVENT.

Lowe's is under no obligation to reveal the degree of consideration it may have given the Application, Vetting Meetings and Forms, or Advanced Meetings and Forms, including but not limited to stating any reason for rejection, or to return any material to any Participant and/or Participating Company Representative.

- 6. 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, or the name or likeness of Lowe's mentor coach of choice without Lowe's prior written approval of Lowe's.
- 7. 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), 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.** In the event Lowe's mentor coach of choice or any Lowe's executive is not available for any reason, Lowe's may choose to replace him/her in Lowe's sole and absolute discretion.
- 8. 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 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 discretion, to abbreviate, modify, suspend, cancel or terminate the Event without notice or further obligation. If the Lowe's, in its sole 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.

- 9. 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.
- 10. 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 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.