

Lowes's Hometowns Grant Program Terms and Conditions

- 1. OVERVIEW:** Lowes's wants to enhance the communities in which we all live by providing funding for up to 100 charitable projects that improve community resources/spaces. While Lowes's may select some of the projects based on our own charitable initiatives, Lowes's invites customers from across the United States to nominate their hometowns for a charitable project through the Lowes's Hometowns Grant Program ("**Program**"). From the nominations received through the Program website, lowes.com/hometowns ("**Website**"), Lowes's selection committee ("**Selection Committee**") will ultimately select eligible community improvement projects ("**Community Improvement Project(s)**") to fund ("**Grant(s)**") by working with local nonprofits and/or government entities ("**Grant Recipients**") as further set forth below.
- 2. PROGRAM PERIOD:** The Program nomination phase starts on January 23, 2023 at 12:00 AM (midnight) Eastern Time ("**ET**") and ends on February 20, 2023 at 11:59:59 PM ET ("**Program Nomination Period**"). The official time keeping device for this Program is the Website.
- 3. WHO CAN NOMINATE:** This Program is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty-one (21) years of age or older at the time of nomination. Each eligible entrant is a "**Nominator**".

The following individuals are not eligible to nominate a Community Improvement Project:

- (i) Any individual member of the Selection Committee reviewing nominations and helping narrow down or select Grant Recipients ("**Program Reviewer(s)**");
- (ii) Any employee, officers, directors, and agents of any for profit company or for-profit entity (excluding Lowes's Companies, Inc. and its affiliates) involved in the implementation and execution of Program ("**Program Implementor(s)**"); and
- (iii) Immediate Family Members of any Program Reviewer and/or Program Implementor ("**Immediate Family Member(s)**" defined as (1) spouse; and (2) parent, child, sibling, and each of their respective spouses and "steps" of each, regardless of where they reside); and
- (iv) Any individual who lives in the same household as a Program Reviewer and/or Program Implementor.

For avoidance of doubt, associates of Lowes's Companies, Inc. and its affiliates (collectively, "**Lowes's**"), other than those included in 3(i) above, are eligible to nominate their hometowns to be a part of the Program.

Nominator's participation constitutes his/her full and unconditional agreement to these Terms and Conditions. Lowes's, or at Lowes's election its third-party entities' helping implement and execute the Program ("**Third-Party Vendors**") decisions and interpretations, are final and binding in all matters related to the Program. Awarding any Grant is contingent upon fulfilling all requirements set forth herein and any other condition provided by Lowes's and Selection Committee's sole and absolute discretion. Nominators and/or potential Grant Recipients may be required to provide proof of identification and eligibility as requested by Lowes's or any of its Third-Party Vendors.

**NO PURCHASE OR PAYMENT NECESSARY TO APPLY OR RECEIVE A GRANT.
PURCHASE HISTORY WILL NOT IMPACT GRANT DECISIONS.**

- 4. ELIGIBLE PROJECTS:** Community Improvement Projects must meet the following requirements ("**Eligible Community Improvement Projects**"):

- (i) Must be capable of being sponsored by nonprofit entity recognized under Section 501(c)(3) of the Internal Revenue Code (“**Nonprofit**”) or a government entity;
- (ii) Must benefit the community as a whole as opposed to small group or individual;
- (iii) Must involve making physical improvements or enhancements;
- (iv) Must fall into at least one of the following categories:
 - Community Resources/Space (e.g. park, senior citizen center, youth center, etc.);
 - Safe Affordable Housing (e.g. critical repairs for shelters, block of homes, accessible home needs, etc.);
 - Cultural Preservation (e.g. theatre or memorial renovation, etc.);
 - Area Revitalization (e.g. a new playground at a community park, community garden, renovations to downtown areas, etc.); and/or
 - Skilled Trades Education initiatives (e.g. mobile training programs, high school vocational, etc.);
- (v) Must not benefit or sponsor:
 - A single individual (e.g. an individual that needs his/her home improved or repaired, etc.);
- (vi) Must not sponsor:
 - Community sports teams, activities, or events;
- (vii) Must be able to be completed on or before November 15, 2023;
- (viii) Physical location of the nominated Community Improvement Project must be located in the United States and be within a reasonable distance (as determined by Lowe’s in Lowe’s sole discretion) of a Lowe’s store; and
- (ix) Must not be a Community Improvement Project that Nominator or Nominator’s Immediate Family Members receive financial benefit from.

5. HOW TO NOMINATE A HOMETOWN PROJECT: During the Program Nomination Period, a Nominator must visit [lowes.com/hometowns](https://www.lowes.com/hometowns) and enter the information requested on the nomination form (collectively, “**Submission**”), which may include without limitation:

- (i) Nominator’s first and complete last name (no initials), phone number, and email address;
- (ii) Name of the nonprofit that will lead the Community Improvement Project;
- (iii) Contact information for the nonprofit (contact first name, last name, phone number, email address and mailing address);
- (iv) Community Improvement Project location; and
- (v) Description of the Community Improvement Project work that needs to be done;
- (vi) Why the Community Improvement Project is important to the Nominator;
- (vii) Current status of the Community Improvement Project;
- (viii) Whether or not the Community Improvement Project can be started or continued and completed between July – November 15, 2023;
- (ix) How the Grant funds will be used; and
- (x) Estimated cost to complete the Community Improvement Project

NOTE: By submitting a Submission, each Nominator agrees that his/her Submission conforms to the Submission Requirements set forth in Section 5 below and all other terms and conditions in

these Terms and Conditions and that Lowe's, or its Third Party Vendors, may, in their sole and absolute discretion, disqualify him/her from the Program if Lowe's (in its sole discretion) decides that his/her Submission fails to conform to the Submission Requirements or any other provision of these Terms and Conditions.

6. SUBMISSION GUIDELINES AND REQUIREMENTS: Each Submission must comply with the following Terms and Conditions:

- (i) Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- (ii) Must not disparage Lowe's or any other person or party affiliated with the operation and administration of this Program;
- (iii) Must not include any personally identifiable information other than as necessary to complete the nomination form;
- (iv) Must be the original work of the Nominator and must not contain music, quotes, parodies, or other materials not created by Nominator;
- (v) Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous;
- (vi) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- (vii) Must not contain, facilitate, reference, or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - (a) gambling, including without limitation, any content related to online casinos, sports books, bingo, or poker;
 - (b) the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products; and
 - (c) the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- (viii) Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- (ix) Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- (x) Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photograph or video was created.

NOTE: If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Terms and Conditions, Lowe's and/or its Third-Party Vendors reserve the right, but are not obligated, to disqualify the Submission.

Further, no Community Improvement Project will be eligible to receive funding from a Grant unless Lowe's determines, in its sole and absolute discretion, that such Community Improvement Project is capable of and is sponsored by or otherwise adopted for implementation and execution by a Nonprofit or government entity.

Each person who fills out a nomination form for this Program represents and warrants as follows:

- (i) the Submission is the Nominator's own original;
- (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Nominator, and as of the date of submission, is not the subject of any actual or threatened litigation or claim;
- (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party;
- (iv) Nominator has obtained permission from any person whose name is used in the Submission; and
- (v) the Submission does not and will not violate any applicable laws and is not and will not be defamatory or libelous.

Nominator hereby agrees to indemnify and hold Lowe's Companies, Inc, its affiliates and subsidiaries, any individual, company, organization or an entity involved in the execution and/or implementation of the Program, as well as any of the foregoing entities' employees, officers, directors, representatives, and agents (collectively, "**Program Entities**") harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any non-compliance with the Terms and Conditions, including breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Submission, Nominator hereby grants permission for the Submission to be publicly posted, at Lowe's sole discretion. By submitting a Submission, Nominator grants Lowe's an unlimited, worldwide, royalty-free, irrevocable, perpetual, transferable license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the Nominator, for promotional or marketing purposes. The Program Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions – all of which will be void. Lowe's reserves the right to disqualify any Nominator and/or Submission in its sole and absolute discretion.

7. JUDGING AND SELECTION OF GRANT RECIPIENTS. There are two (2) rounds of judging:

- (i) **First Round.** Throughout the Program Nomination Period, the eligible Submissions will be judged by a panel of qualified judges comprised of employees of Lowe's and its Third-Party Vendor ("**Judges**") according to the following judging criteria: (i) Degree of Community Impact; (ii) Demonstrated Need; (iii) Feasibility and; (iv) Inspiration (collectively, "**Judging Criteria**"). The Judges will select the top two hundred (200) nominated Eligible Community Improvement Projects ("**Finalists**").
- (ii) **Second Round:** Lowe's and/or its designee will obtain additional information about the Finalists, and the Judges will evaluate the Finalists based on the judging criteria, additional

information obtained, and the following criteria and select up to one hundred (100) Submissions to be potential Grant Recipients:

- (a) Balanced number of Community Improvement Projects in urban/rural communities;
- (b) Disperse geographic reach across the United States;
- (c) Economic impact on the community served;
- (d) Willingness of a Nonprofit or government entity to facilitate and oversee the Community Improvement Project; and
- (e) Ability to Complete Community Improvement Project on or before November 15, 2023.

The potential Grant Recipients are each considered a potential Grant Recipient pending verification of eligibility and compliance with these Terms and Conditions, and agreement to grant conditions as further described below. Decisions of the Judges are final, and binding and Nominator hereby waives any and all rights to view the evaluations, scoring, rating methodology, or anything related thereto. Judge's decisions are final and non-appealable. Judges shall avoid approval of any projects from which they may personally benefit. Any Judge who may benefit from a particular nominated project shall recuse himself or herself from voting on that nominated project. Should a majority of Judges potentially benefit from a specifically nominated project, such nominated project shall be disqualified.

8. GRANTS AND CONDITIONS:

- (i) **Grants:** Amount of each Grant awarded will be determined by Lowe's in its sole and absolute discretion and may take into consideration the Community Improvement Project budget, other Community Improvement Projects that have received grants, available funds and/or other Judging Criteria. Each Grant will be awarded by Lowe's or its designee to a Nonprofit or government entity who can and is willing to accept responsibility for completion of the Community Improvement Project. Grants may be in the form of cash or Lowe's gift cards in Lowe's sole discretion.
- (ii) **Grant Conditions: Each Grant Recipient will be required to sign a separate agreement with Lowe's and/or its designee which governs the terms and conditions of the Grant.** The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant for any reason. It is Lowe's's intent to fund up to one hundred (100) Community Improvement Projects as part of its Hometown campaign. In the event of an insufficient number of eligible Submissions and/or qualified Community Improvement Projects, Lowe's may in its sole discretion, select projects from outside the Program. The actual number and amount of Grants funded by the Program will depend upon the number of eligible Submissions, qualified Community Improvement Projects and the number of projects selected by Lowe's to fund outside the Program.

Potential Grant Recipients are subject to verification of eligibility and compliance with these Terms and Conditions. **Lowe's and/or its Third-Party Vendors may request additional information from Nominator, Community Improvement Project representatives, Nonprofit and/or government entity or require that Grant recipients enter into a separate agreement with Lowe's or its designee which contains separate terms and conditions.**

Each Grant Recipient may be subject to additional due diligence before the Grant is awarded. Lowe's reserves the right to disqualify the Submission, including Community Improvement Project and/or potential Grant recipient related thereto based on the results of such background

check and/or due diligence if Lowe's determines in its sole discretion that the awarding of the Grant or the Community Improvement Project itself might reflect negatively on Lowe's. Potential Grants and Community Improvement Projects are subject to verification of eligibility and compliance with these Terms and Conditions. Failure to provide all required information within the stated time period may result in no longer being considered for a Grant or otherwise a forfeiture of the Grant.

Each Grant Recipient will be required to sign a separate agreement with Lowe's or its designee, including a Liability/Publicity Release and/or a performance contract confirming the recipient's eligibility and that it will use Grant funds toward completion of the Community Improvement Project and fulfillment of Grant conditions, which may require that the recipient provide Lowe's or its designee with status reports and social media posts regarding progress and permit Lowe's or its designee to photograph or videotape progress on the Community Improvement Project and post same in promoting the Community Improvement Project, the Program and/or Lowe's business. Upon verification of eligibility, the contact for the Grant recipient will be contacted regarding Grant issuance. The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant or completing a Community Improvement Project for any reason. Grants are not transferable. Grant recipients are responsible for all aspects of the Community Improvement Project other than the Grant funds provided by Lowe's pursuant to this Program.

- 9. LIMITATION OF LIABILITY; CONDITIONS; FORCE MAJEURE; :** By participating in this Program, Nominators and Grant recipients on behalf themselves and/or any organization that they represent, agree that the Program Entities and each of their respective affiliates, subsidiaries, representatives, consultants, **contractors**, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("**Released Parties**") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property (including any injury related to implementation of the Community Improvement Project or use of the Grant), to Nominator's or to any person's computer related to or resulting from participating in the Program and/or accepting or using the Grant; and (viii) Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Released Parties are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of a Nominator's privacy or spam filter settings that may divert any winner notification or other Program related e-mail to a spam or junk folder.

By entering the Program, each Nominator and Grant recipient agrees: (i) to be bound by these Terms and Conditions, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable

attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the Nominator's Submission, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Lowe's, 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, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), or in the event of insufficient submissions or insufficient qualified projects, Lowe's reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify, suspend or extend the Program and/or proceed with the Program, including at its discretion, the selection of Grant recipients in a manner it deems fair and reasonable, including the selection of Grant recipients from among eligible Submissions received prior to such cancellation, termination, modification or suspension without any further obligation provided such Submissions include an Eligible Community Improvement Project and such Grant recipient follows all other terms and conditions of the Program and/or separate agreement between Lowe's and/or designee.

10. DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE MECKLENBURG COUNTY, NORTH CAROLINA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CHARLOTTE, NORTH CAROLINA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOMINATORS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY NOMINATOR AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. PRIVACY STATEMENT: Lowe's privacy statement is available at <https://www.lowes.com//privacy-and-security-statement.html>.

- 12. PUBLICITY RIGHTS:** By participating in this Program, each Nominator and Grant Recipient agrees to allow Lowe's and its designees the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Program or related to the Community Improvement Project for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 13. RELEASE:** By participating in the Program, each Nominator and Grant Recipient release and agree to indemnify and hold harmless Program Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Program, creation of an Submission, acceptance or usage of the Grant, or arising out of participation in any Program, use of the Grant or Community Improvement Project-related activity, whether hosted by Lowe's or a third party.
- 14. MISCELLANEOUS:** This Program is subject to all applicable federal, state, and local laws. Awarding a Grant is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Program other than as described herein is void and may result in disqualification or revocation of the Grant in Lowe's sole discretion. Lowe's reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program or use of any Grant. Any use of robotic, automatic, macro, programmed, third- party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE LOWE'S RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions or any Program documents will not affect the validity or enforceability of any other provision. Lowe's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and the Program details contained in any Program promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Program as set forth in these Terms and Conditions shall prevail. In the event of any conflict between the Terms and Conditions and the Website terms and conditions, the terms and conditions of the Terms and Conditions will prevail.

