

DIY-U Kids' Workshops Badging Program

Terms and Conditions

VOID WHERE PROHIBITED BY LAW AND OUTSIDE THE UNITED STATES. WHILE SUPPLIES LAST. NO PURCHASE OR PAYMENT NECESSARY. OPEN ONLY TO LOWES.COM PERSONAL ACCOUNT HOLDERS WHO ARE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA.

SECTION 8 BELOW CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. THEY AFFECT YOUR RIGHTS. PLEASE READ THEM.

1. Overview: Beginning August 12, 2023 (the "**Program Start Date**") and ending December 31, 2024 (the "**Program End Date**"), Lowe's Home Centers, LLC, 1000 Lowe's Blvd., Mooresville, NC, 28117 ("**Lowe's**") will offer a DIY-U Kids Workshop Badging Program ("**Program**"), which consists of free monthly DIY-U Kids Workshops (each a "**Workshop**") held at participating Lowe's stores (each a "**Participating Store**") for Lowes.com personal account holders who register (each a "**Registrant**") with children ages four and up ("**Kids**"). Registrants can register up to four (4) Kids per Workshop to receive an apron badge upon completion. Kids that complete six (6) or twelve (12) Workshops will be eligible for recognition as a Jr. Builder or Sr. Builder (respectively) ("**Builder Recognition**"). Registrants with Kids that reach Sr. Builder status will also be eligible to receive a promotional code which Registrant can redeem online for a free kid's tool bag or product of similar value. Offer subject to change, while supplies last.

2. Eligibility: The Program is open to Registrants with Lowes.com personal accounts who reside in the fifty (50) United States and District of Columbia. There is no cost to create a Lowes.com account or to participate in the Program. Void where prohibited or restricted by law, and outside of the United States. Participation in the Program constitutes Registrant's full and unconditional agreement to these Terms and Conditions. All Kids participating in Workshops must have permission of their parent or legal guardian. To create a Lowes.com account please visit <https://www.lowes.com/u/register> (subject to terms at <https://www.lowes.com/l/terms-and-conditions-of-use.html>).

3. How to Participate: Participating Stores will make available registration online to participate in monthly Workshops on a first-come first-serve basis. An annual calendar of Workshops is available on [Lowes.com/DIYU](https://www.lowes.com/DIYU). There will be at least fifty (50) spots available for each Workshop at each Participating Store. **ONLY Workshops completed between the Program Start Date and the Program End Date at a Participating Lowe's Store are eligible to earn towards Builder Recognition.** Workshops completed outside of a Participating Store (e.g., as part of a community event, local outreach, or corporate donation) or prior to the Program Start Date are not eligible for Builder Recognition. To register for a Workshop, Registrants first must log on to their Lowes.com account and select the relevant Workshop at a Participating Store. Registrants must fill in the online Workshop registration form and select the number of Kids participating in the Workshop in advance of the Workshop date and time set by a Participating Store. **Workshop registration is limited to four (4) Kids per Registrant, regardless of method of enrollment and regardless of Participating Store.** Only a limited number of spots per Workshop are made

available each month and pre-registration is required in order to participate in the Program. Participating Stores may permit walk-in participation for Workshops at their discretion; however, Workshop pre-registration is required in order to earn badges through the Program. Registrants will be notified via email after successfully registering for a Workshop ("**Confirmation Email**"), which will include the date, time/slot, location, and any required information for the Workshop experience. It is recommended that Registrants and Kids arrive 5-minutes before the start of the Workshop to complete check-in. Each Participating Store will designate a DIY-U Captain ("**Captain**") to run the Program and Workshop. Captains will take attendance and then lead Registrants and Kids through the Workshop project. Each Registrant will receive one (1) kids' apron and one (1) set of safety goggles annually per Kid, while supplies last. After successfully completing the Workshop, Registrants will receive one apron badge per registered Kid, which should be affixed to each Kid's apron to track progress within the Program. Badges collected in the following ways do not count towards Builder Recognition: (i) badges awarded prior to the Program Start Date; and (ii) badges created/distributed that are not part of the official DIY-U Kids' Workshop Program.

Attempts to register more than the stated limit per person or email address, or registrations that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, deceptive or otherwise not in compliance with the Terms may be disqualified from the Program in Lowe's or Captain's sole and absolute discretion. Lowe's and Captain(s) reserve the right to disqualify any person who tampers with the registration process or otherwise fails to conduct themselves in a sportsmanlike manner, as determined solely by Lowe's or Captain. Registrations generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Registration materials become the property of Lowe's and will not be returned.

4. **Builder Recognition:** Registrants with Kids who register, attend and complete six (6) or twelve (12) Workshops before the Program End Date are eligible for their Kids to be recognized by a Participating Store as a Jr. or Sr. Builder, respectively, as detailed below. Registrants are responsible for tracking Kids' progress by affixing badges awarded at the end of each completed Workshop to each Kid's apron to be later validated by the Captain.

a. **Jr. Builder:** After successfully registering, attending, and completing six (6) eligible Workshops, as validated by the Participating Store's Captain, Registrants may request that their Kids be recognized as a Jr. Builder. The Jr. Builder recognition includes Jr. Builder apron badge and certificate of Builder Recognition.

Approx. ARV \$8

b. **Sr. Builder:** After successfully registering, attending, and completing twelve (12) eligible Workshops, as validated by the Participating Store's Captain, Registrants may request that their Kids be recognized as a Sr. Builder. The Sr. Builder recognition includes a Sr. Builder apron badge, certificate of Builder Recognition, and a promotional offer code to be redeemed by the Registrant online for one (1) free Kobalt® Kids' Tool Bag, while supplies last, or a product of similar value in Lowe's sole and absolute discretion; ARV \$16. Cost of delivery, shipping, and handling included. Promotional code offer valid from

July 1, 2024 to December 31, 2024. Registrants are limited to one (1) promotional code per Kid recognized and validated as a Sr. Builder by a Participating Store's Captain. **Promotional code offer is not redeemable for cash or cash equivalents (including Gift Cards and eGift Cards) and is not valid on purchases/orders placed outside of the redemption site.**

Total ARV \$32.

6. **Validation of Eligibility:** All Registrants and their Kids are subject to verification of eligibility and compliance with these Terms. Each Registrant will be required to present a DIY-U Kids' Apron with the correct number of eligible badges; may need to confirm their name, address, and Lowe's.com account; and/or may be required to sign and return a Declaration of Eligibility and Liability/Publicity Release (except where prohibited), and/or any other requested documents to offer, or the respective offer may be forfeited in its entirety in Lowe's sole and absolute discretion. Upon confirmation of eligibility and compliance with these Terms, the Captain will award builder badges and provide information to claim any additional offer(s) where applicable. If a Registrant fails to claim the offer by the conclusion of the Program, the offer may be forfeited.

7. **Release and Limitation of Liability:** As a condition of participating in the Program, Registrants agree (and agree to confirm in writing, if requested) to release and hold harmless Lowe's, its affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising and marketing agencies, Programs and public relations agencies, production and fulfillment companies, website providers, and any other entities or individuals involved in the creation, execution or administration of the Program, along with any of their respective officers, directors, shareholders, employees, representatives, designees, contractors, and agents ("**Released Parties**"), and such Registrants further agree that such Released Parties shall have no liability whatsoever for and against any liability for (a) lost, late, incomplete, stolen, illegible, damaged, mutilated, misplaced, tampered with, deleted, destroyed, misdirected enrollments or failures to maintain order in the Workshop; (b) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (c) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (d) any technical, mechanical, printing or typographical or other error; (e) the incorrect or inaccurate capture of enrollment information or the failure to capture, or loss of, any such information; (f) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to a Program; and/or (g) any injuries, losses or damages of any kind to person(s) including, without limitation, death, or injury to persons or property, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Program or any Program-related activities.

By enrolling the Program, each Registrant agrees: (i) to be bound by these Terms; (ii) to waive any rights to claim ambiguity with respect to these Terms; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with a Program; and (iii) 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 any Program-related activity or element thereof, and the participant's enrollment, participation or inability to participate in a 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 a promotional offer (or any component thereof); (d) any change in the Program (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; (g) lost, late, stolen, misdirected, damaged or destroyed promotional offers or gifts (or any element thereof); or (h) the negligence or willful misconduct by such Registrant or any other party.

8. Disputes: ANY MATTERS OR DISPUTES RELATING TO THIS PROGRAM SHALL BE 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. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT 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 PROGRAM ENTRY PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. Publicity Rights: By participating in the Program, each Registrant agrees to allow Lowe's, Participating Stores and their designees to film, photograph and otherwise record the Workshops ("**Footage**") and the perpetual right to use such Footage as well as the participant's name, address (city and state), biographical information, likeness, picture, voice and other information (as seen in the Footage or otherwise) for Program, 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.

10. **Miscellaneous:** If, for any reason, the Program overall, or any Workshop at any Participating Store, is not capable of running as planned, Lowe's or the Participating Store Captain reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Program, any Workshop, and/or any promotional offer associated with the Program as they see fit. In such case, Lowe's or the Captain, in their sole discretion, may determine an alternate manner to proceed with the Program and/or any Workshop among eligible registrations received prior to such cancellation, termination, modification or suspension.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROGRAM, INCLUDING THE OFFER(S), IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Any attempted form of participation in a Program other than as described herein is void. Lowe's reserves the right to disqualify any Registrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of a Program; to be acting in violation of these Terms; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Program. Any attempted form of participation in a Program other than as in these Terms is void.

If any provision of these terms 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 valid and enforceable. The invalidity or unenforceability of any provision of these Terms or the prize documents will not affect the validity or enforceability of any other provision. No Registrant shall have the right to modify or amend these Terms. Lowe's failure to enforce any term of these Terms shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All enrollments and/or materials submitted become the property of Lowe's and will not be returned. In the event of any conflict between these Terms and any details contained in any Program materials relating to the Program, these Terms shall prevail.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF A 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.

11. **Privacy:** Lowe's privacy statement is available at <https://www.lowes.com/l/about/privacy-and-security-statement>.

For assistance visit <https://www.lowes.com/l/help/contact-usm>, or contact 1-800-445-6937.
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