

LOWE'S COMPANIES, INC. ("LOWE'S") DIGITAL CHALLENGE EVENT
PARTICIPANT AGREEMENT (the "Agreement")
[____], 2016 ("Effective Date")

This Agreement is entered into by the below-signed Participant in connection with the Lowe's Digital Challenge Event, described in the Official Rules for the same which are attached hereto as Attachment 1 and incorporated herein by reference. By signature to this Agreement, Participant agrees to both the terms herein and those set forth in the Official Rules, and represents to Lowe's that Participant complies with the eligibility requirements set forth in the Official Rules. Participant further represents that Participant has read and fully understands the terms of this Agreement and the Official Rules.

1) Participant's Representations Regarding the Entries. Participant understands and agrees that its Entry in the Lowe's Digital Challenge is voluntarily made, and no relationship of trust or confidence exists between Participant and Lowe's, nor is such relationship created or implied between Participant and Lowe's in connection with the Entry. Participant understands that Lowe's may be working on or may already know of the substance of such Entry or any of its components from other sources. Lowe's is under no obligation to return any Entries or materials submitted. Lowe's does not assume any responsibility for loss or damage to Entries.

2) Participant's Release of Lowe's from Liability. In consideration of Lowe's receiving its Entry and the opportunity to participate in the Event subject to the Official Rules, Participant hereby releases Lowe's and its subsidiaries and affiliates and its and their respective officers, directors, employees and representatives from any liability arising out of or pertaining to the submission of the Entries to Lowe's.

3) Participant's Representations Regarding Intellectual Property. Participant hereby represents, warrants, covenants and agrees as follows:

a) Participant owns all right, title, and interest in and to the Entry, the content thereof and the intellectual property rights therein free and clear without any encumbrance whatsoever and, if applicable, with respect to open source code, has the legal right to use the same under a governing license that does not limit Lowe's right to commercially use, modify, improve upon, create derivative works of, sell or distribute such open source code, and Participant will comply with all applicable governing open source license requirements and upon Lowe's request, will disclose the nature of the open source code in an Entry to Lowe's;

b) Participant has the full power and authority to assign and license all intellectual property rights in its Entry, and any and all portions of its Entry, to Lowe's;

c) Neither an assignment nor a license of Participant's Entry or any intellectual property rights therein to Lowe's will in any way constitute an infringement, misappropriation, or other violation of any intellectual property right or any other rights of any third party (including but not limited to any entity that Participant represents or has in the past represented, any past, present or potential employer, client, or customer of Participant, or any party to whom Participant owes a fiduciary duty or obligation of confidentiality);

d) Neither an assignment nor a license of Participant's Entry to Lowe's will in any way breach or violate any confidential or fiduciary relationship Participant has with any third party (including but not limited to any entity that Participant represents or has in the past represented, any past, present or potential

employer, client, or customer of Participant, or any party to whom Participant owes a fiduciary duty or obligation of confidentiality); and

e) Participant has not executed and will not execute any agreement in conflict herewith.

4) Participant's Assignment of Rights in Intellectual Property and Entries to Lowe's. Participant hereby represents, warrants, covenants and agrees as follows:

a) Assignment of Rights. I hereby irrevocably assign, grant and transfer ownership to Lowe's, its successors and assigns, without royalty or any further consideration, my entire right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in all inventions, discoveries, improvements, innovations, ideas, designs, drawings, works of authorship, formulas, methods, techniques, concepts, configurations, compositions of matter, computer programs, computer code, writings, or any combination thereof, whether or not subject to patent, copyright, trademark or trade secret protection ("Work Products"), produced or created by me, alone or in conjunction with others, for Lowe's as a result of, or related to, performance of work during or related to the Challenge or Event. For the avoidance of doubt, the foregoing assignment includes the entirety of my Entry and all portions thereof. I hereby acknowledge that all Work Products (including my Entry) are owned by Lowe's. This assignment is effective as of the creation of any protectable Work Products and the Entry, respectively. I will cooperate with all lawful efforts of Lowe's to register and enforce this assignment. I shall execute and aid in the preparation of any papers that Lowe's may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights at no charge to Lowe's, but at its expense. Lowe's shall reimburse me for reasonable out-of-pocket expenses incurred.

Note to Participant: The intellectual property rights to an Entry that is not identified by Lowe's as a winning Entry and does not win a cash prize will, at and after the conclusion of the Event, be subject to the terms of Section 4(e) below in place of the foregoing assignment of rights.

b) Moral Rights. I agree to waive all moral rights relating to the Work Products and Entry, including, without limitation, any and all rights of identification of authorship, and any and all rights of approval, restriction or limitation on use or subsequent modifications, distortion, mutilation or destruction.

c) Further Assurances. I agree to provide all assistance and to take such action requested by Lowe's, as is deemed necessary or advisable by Lowe's, in its sole discretion, to establish, maintain, preserve and/or enforce Lowe's rights in the Work Products and Entries, including, without limitation, executing and filing all applications, assignments, renewals and/or other documents. I hereby irrevocably and individually appoint Lowe's (with full right of substitution), as my special attorney-in-fact to execute and deliver, in my name(s), all assignments, applications, certificates, documents and other confirmatory instruments required under this Section 4(c), which I fail or refuse to execute and deliver for the benefit of Lowe's. I acknowledge and agree that the foregoing special power of attorney is coupled with an interest and therefore, (i) will survive any termination of this Agreement and (ii) is irrevocable.

d) If, despite the foregoing terms of this Section 4, I am deemed under any applicable law to retain any rights in the Work Products or Entry, I hereby waive any and all such rights to a winning Entry. To the extent that such waiver is deemed unenforceable under applicable law, I hereby grant to Lowe's an exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable license, with the right to sublicense, to use, reproduce, modify, create derivative works based on, store on its servers, display, perform, promote, market, distribute, make, have made, offer for sale, sell, import, permit the online use of or otherwise use

or distribute any and all embodiments, in whole or in part, of such Work Products and winning Entry without my consent.

e) Non-Winning Entries. At and after the conclusion of the Event, if Participant's Entry is not identified by Lowe's as a winning Entry and Participant is not awarded a cash prize, ownership of any intellectual property originally developed by Participant and that covers Participant's Entry and does not cover any of the winning Entries, shall revert to Participant and the foregoing terms of this Section 4(a) – (d) shall not apply. However, Participants are prohibited by Section 5 below from selling, disclosing or otherwise transferring to any third party any Lowe's Information (as defined below), including any Lowe's API and Lowe's proprietary information, whether as part of Participant's application created during the Event or otherwise.

5) Participant's Agreement to Maintain Confidentiality of Lowe's Information. Participant will maintain all Lowe's Information disclosed to or otherwise received by Participant during or in relation to the Challenge in strict confidence, and will not except as may be expressly directed in writing by Lowe's, use, copy, or disclose or permit any unauthorized person access to, any such Lowe's Information, whether learned by or disclosed to Participant before, on or after the Effective Date of this Agreement and irrespective of the form of communication. "Lowe's Information" means any data or information of Lowe's in any media (including, without limitation, communicated verbally or electronically) that is of value and not generally known to competitors of Lowe's and shall include, but not be limited to, for purposes of the Event and Challenge, the APIs that Lowe's provides to Participants for use in creating their Entries, as well as any non-public information that Lowe's provides to Participants regarding Lowe's, its subsidiaries or affiliates, and/or their respective technologies, projects or programs. Participant shall have no ownership rights in any Lowe's Information. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, Participant shall have no ownership rights in or license to or other rights to the Lowe's APIs outside of a license to use them only during the Challenge for purposes of creating an Entry to submit.

6) Photo Release. In consideration of the opportunity to participate in the Event, I hereby grant and assign to Lowe's Companies, Inc., and its subsidiaries and affiliated entities and representatives, the following rights: the absolute, irrevocable and unrestricted world-wide right and permission to take, photograph, tape, videotape, produce, record, transmit, distribute, broadcast, copyright, publish, project, exhibit, display, print, and otherwise use and/or create derivative works from, any and all likenesses of my image and/or voice and/or attributes of my personality and/or my property (including my Entry), in Lowe's sole discretion; and use, re-use, edit, copy, reproduce, transmit, distribute, broadcast, copyright, publish, project, exhibit, display, print and/or create derivative works from any and all photographic portraits or pictures of me or my Entry or ones in which I or my Entry may be included, in whole or in part, as well as any and all recordings of my voice and/or moving pictures of me and/or videotaped images of me and/or animations of me and/or attributes of my personality, with or without my voice or in which I may be included, in whole or in part, photographed, taped, videotaped, produced and/or recorded, without restriction as to changes or alterations, in conjunction with my name, my voice, my biographical information, or reproductions thereof in color or otherwise, made through any medium at Lowe's studio, the studio of those acting with Lowe's authority and/or permission or elsewhere, and in any or all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, store signage, internet, electronic commerce or any other purpose whatsoever. I also consent to the use of any printed, taped, videotaped, recorded, copyrighted and/or published matter in conjunction therewith. I agree that all such portraits, pictures, photographs, tapes, videotapes, recordings and/or reproductions thereof, including, but not limited to, any plates, negatives and/or tapes connected therewith, are and shall remain the sole and

exclusive property of Lowe's in perpetuity and throughout the world. In regard to the rights I granted and assigned to Lowe's above, I hereby waive any right that I may have to inspect or approve the first product or products and the advertising copy, or any other matter that may be in used in connection therewith, or the use to which any of the above may be applied.

7) Applicable Law and Venue. This Agreement 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 principles that may require the application of the laws of another jurisdiction. The parties agree that the exclusive jurisdiction and venue for any action relating to or arising from this Agreement shall be the state courts of Iredell County, and the federal courts for the Western District of North Carolina, Statesville Division, and the parties hereby consent to such jurisdiction and venue.

AGREED:

PARTICIPANT

Signature: _____

Printed Name: _____

Attachment 1

[Official Rules](#)