

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES, AND THE DISTRICT OF COLUMBIA ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. TO PARTICIPATE IN THE 2025 FORMICA® BUILD-A-THON COMPETITION, YOU MUST BE 18 YEARS OF AGE OR OLDER.

THIS OFFER MAY NOT BE REPRODUCED, REPRINTED OR PUBLISHED ELSEWHERE IN ANY FORMAT WITHOUT THE WRITTEN PERMISSION OF THE SPONSOR.

FORMICA® BUILD-A-THON COMPETITION OFFICIAL RULES

ONCE YOU SUBMIT YOUR DESIGN, IT BECOMES THE PROPERTY OF FORMICA CORPORATION ("FORMICA")

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE AN ENTRY'S CHANCE OF WINNING. VOID WHERE PROHIBITED. BY ENTERING THE PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. DESCRIPTION:** The Formica® Build-a-Thon Competition (the "Competition" or "Promotion") begins at 9:00:00 AM Central Daylight Time ("CDT") on February 28, 2025 and ends at 11:59:59 PM Central Standard Time ("CST") on May 16, 2025 (the "Competition Period"). The Contest provides you with an opportunity to create and submit a custom fabricated toy bin, to be donated to a charity of your choosing after the competition period. Participants must use Formica® Laminate colors/patterns to craft a toy bin during the Entry Period (each, a "Submission"). By participating in the Competition, you unconditionally accept and agree to comply with and abide by these Official Rules, the Terms of Use of the Website, and the decisions of Formica ("Sponsor"), which shall be final and binding in all respects. To the extent the Terms of Use of the Website and of these Official Rules conflict, the terms and conditions of these Official Rules shall prevail.
- 2. SUBMISSIONS:** Submission Requirements: (1) The Submission must include a video of the creation and completion of a physical toy bin (excluding a lid), not to exceed 30" width x 20" depth x 24" height, with the understanding that all physical toy bins must be donated to a charity of choosing following the event. (2) The Submission must use only Formica® Laminate colors/patterns. (3) The Submission may consist of between one and five sheets of Formica® Laminate. (4) The submission form provided by Formica must be emailed to na.buildcontest@formica.com in PDF file format and be no larger than 10 MB in file size. (5) Submission must be made by an individual ONLY. (6) You cannot take any elements from any other artist's creation, work or pieces. (7) You agree that once you submit your Submission, it becomes the property of Sponsor.
- 3. ELIGIBILITY:** The Promotion is open only to legal permanent residents of the fifty (50) United States, and the District of Columbia, who are 18 years of age or older during the Entry Period of the Competition. The Promotion is not open to participants who reside or are citizens in a country where participating in the promotion as provided in these rules is prohibited by local law. Employees, agents and representatives of Sponsor and its respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers and directors, or any persons

or entities directly associated with the Competition and members of their immediate families and/or persons living in the same household as such persons (collectively, the "Promotion Entities"), are ineligible to enter the Competition. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

4. HOW TO ENTER: To enter, visit the website www.formica.com/en-us/build-a-thon-competition Competition and instructions provided, beginning at 9:00:00 AM Central Daylight Time ("CDT") on February 28, 2025, and ending at 11:59:59 PM Central Standard Time ("CST") on May 16, 2025 (the "Entry Period"). The first twenty-five (25) program participants to register will receive a one-time code allowing them to collect two (2) 4' x 8' Formica Laminate sheets through Formica.com/shopping, free of charge. Any additional supplies needed must be purchased by oneself. If you collect the two (2) sheets free of charge but do not make a submission, you will be prohibited from participating in all 2026 Formica Corporation Sponsored events. For those program registrants twenty-six (26) and after, all supplies will need to be purchased by oneself. Participants must completely fill out the submission form provided on the homepage from Formica's website and email the finished version to na.buildcontest@formica.com. Once an entry has been submitted it cannot be deleted, canceled, or modified, with the exception of incomplete entries wherein Formica Corporation reserves the right to request additional materials or modifications from participants. Incomplete Entries, including but not limited to those Entries that do not meet the requirements herein, will not be eligible for judging. Entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at time of Submission (each, an "Entrant"). "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (such as a business or educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. In the event of a dispute over the ownership of an email address, prize will be awarded to the Authorized Account Holder of the designated email address. Entrants are advised to retain copies of their Submissions for their records because the Submissions will not be acknowledged or returned. The Submissions must be received no later than 11:59:59 PM CST on May 16, 2025. Proof that you emailed an entry does not constitute proof that it was received or received during the Entry Period. Sponsor will only accept Entries during the Competition Entry Period. Entrants are subject to all notices posted online including, but not limited to, Sponsor's Privacy Policy. Submission of an Entry to the Competition does not indicate that the Entry has complied with the Official Rules. Sponsor reserves the right, in its sole and absolute discretion, to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning.

5. JUDGING: At the end of the Entry Period, there will be one round of judging, as set forth below. Round 1: The Finalist Submissions shall be judged by a jury selected by Formica. One (1) Grand Prize Winner, one (1) Second Place Prize Winner and one (1) Third Place Prize Winner will be selected. Formica reserves the right to act as final decision maker in the judging process (1st, 2nd and 3rd place winners). All judging will be based fifty percent (50%) on best use of the Formica® colors/patterns and products, thirty percent (30%) on overall design aesthetics, twenty percent (10%) on the intersection of design and function, and ten percent (10%) for the project encapsulating the philanthropic spirit. Winners will be privately notified during the week of June 2, 2025. Following the private announcement, winners will be publicly announced the week of June 9, 2025. Any Submission that is considered by Sponsor in its sole discretion to be obscene, pornographic, libelous or otherwise objectionable or inappropriate, or which otherwise does not comply with these Official Rules or the Terms of Use of the Website, will be disqualified and will not be eligible as a Submission. All requested information must be completed to enter and to be eligible to win. All Submissions or other materials and personal information submitted as part of the Competition may be shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies. Except as otherwise stated in these Official Rules, personal information collected in connection with this Competition will be used in accordance with the privacy policy found on the Website and with the consent given by an Entrant at the time of entering a Submission. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as nonconfidential and nonproprietary. Proof of submitting any Submission is not considered proof of delivery to or receipt of such Submission. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor.

6. PRIZE AND PRIZE VALUES:

Grand Prize: One (1) Grand Prize worth approximately \$1,000 will be awarded consisting of: (A) A donation of toys, less than or equivalent to \$1,000, to the First-place winner's charity of choice.

Second Place Prize: One (1) Second Place Prize worth approximately \$500 will be awarded consisting of: (A) A donation of toys, less than or equivalent to \$500, to the Second-place winner's charity of choice.

Third Place Prize: One (1) Third Place Prize worth approximately \$250 will be awarded consisting of: (A) A donation of toys, less than or equivalent to \$250, to the Third-place winner's charity of choice.

Alternate Prizes: Formica reserves the right in its reasonable discretion to award an alternate prize if the above prizes become unavailable or impractical. Formica may, in its sole discretion pursue additional opportunities to promote the winning designs.

All winners will be featured on a selection of the Formica Group's internal and external communication channels. Potential winners will be notified by mail or email and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") and any other documents Sponsor may require within a specified time. Failure to timely return a signed Affidavit or other required documents or the return of any prize notification or prize as undeliverable will result in prize forfeiture. Potential winners cannot contact the media or in any way promote their winning until after the embargo date of June 13, 2025, or prize may be forfeited. Federal and state income taxes may apply and are the sole responsibility of the winners. All expenses not specifically stated as being included are excluded, including but not limited to taxes, including any income tax, and are the responsibility of the winners. All Prize Winners will be issued an Internal Revenue Service Form 1099 for the value of their prize for the tax year in which prize was won. No assignment or transfer of any prize is permitted.

7. LICENSE: By entering your Submission in the Competition, you hereby grant Sponsor and its successors a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, distribute, perform, publicly perform and display your Submission, in any and all media, in whatever form, for any legal purposes whatsoever now known or that hereinafter become known. Each Entrant irrevocably waives any and all so-called moral rights they may have in the Submission(s) submitted by him or her.

8. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Submission must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Submission contains any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submitting the Submission, any and all releases and consents necessary to permit the use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website, including, without limitation, name and likeness permissions for any person that appears in or is identifiable in the Submission. If any identifiable person appearing in the Submission is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. By submitting a Submission, Entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Submission consents to the submission and use and exhibition of the Submission in the manner set forth in these Official Rules and the Terms and Conditions of Use of the Website. Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion.

9. DATES & DEADLINES / ANTICIPATED NUMBER OF CONTEST ENTRANTS: Because of the unique nature and scope of the Competition, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Competition. Sponsor cannot accurately predict the number of Entrants who will participate in the Competition.

10. FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments, releases, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of the agreements hereunder, then each Entrant agrees to sign the same upon

Sponsor's request therefore (without any need for any additional consideration).

11. PUBLICITY RELEASE: By participating in the Competition, in addition to any other grants which may be granted in any other agreement entered into between or among Sponsor and any Entrant in or Winner of the Competition, each Entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such Entrant's Submission, name, likeness, biographical information, and any individual(s) participating in the Submission, in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Competition or other promotions, and hereby release the Promotion Entities from any liability with respect thereto, unless prohibited by law.

12. NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF: Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to provide the Entrant's Submission to Sponsor for purposes of the Competition does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Submission. Each Entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Entrant's copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of any Promotion Entities' actual or alleged exploitation or use of any Submission or other material submitted in connection with the Competition, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way.

13. GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants agree that the Promotion Entities shall not be responsible or liable for any losses, damages, illness, including without limitation, COVID-19, or injuries of any kind resulting from the Competition, the prizes or any Competition-related activity. Sponsor assumes no responsibility for any damage to an Entrant's computer system which is occasioned by accessing the Website or participating in the Competition, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen Submissions or notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Competition or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Competition, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event Sponsor is prevented from continuing with the Competition as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Competition. If the Competition is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

14. DISPUTES: Each Entrant agrees to release, defend, indemnify and hold harmless Sponsor, Agent for Sponsor, those working on its behalf and each of their respective officers, directors, representatives, employees, agents, successors and assigns from any damage, injury, death, loss or other liability, either at law or equity,

whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's participation in this Competition, Sponsor's use of the Entry or the awarding, acceptance, use or misuse of any prize. Any and all disputes, claims and causes of action arising out of or in connection with this Competition shall be resolved individually without resort to any form of class action. This Competition shall be governed by and construed in accordance with the laws of the State of Ohio regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Cincinnati, Ohio, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Ohio.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS COMPETITION. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

15. WINNERS LIST/OFFICIAL RULES: To obtain a copy of a winners list, send an email to na.buildcontest@formica.com. All such requests must be received no later than July 15, 2025. These Official Rules and Winners will be posted on the Website.

16. SPONSOR: Formica Corporation, 10155 Reading Rd, Cincinnati, OH 45241