

Project Solutions Program For Public, Technical or Vocation High Schools

Scope: Saint-Gobain Corporation, as part of its goal of "Sustaining Futures Raising Communities 2022" initiative is seeking to provide solutions to public, technical, vocational and charter high schools in the form of Products (as defined below) in their pursuit of projects that will help create or transform educational spaces to enrich students learning opportunities and impact healthier, vibrant, sustainable environments ("Program"). Utilizing the breadth of exterior and interior solutions offerings that include roofing, external cladding, insulation, wallboard and ceilings; Saint-Gobain would like to select several projects where we can supplement or augment the approved spending for the projects through donation of some of our products listed in the Application Form ("SG Products") or at Applicant School's written request within the Application Forms any other products to support the Programs ("Program Material"; together with SG Products, the "Materials"), except that the decision to provide such Other Products shall be at Saint-Gobain's sole discretion. Saint-Gobain is pursuing projects where a contribution of our Materials can help create or transform learning spaces that will contribute to healthier, vibrant, sustainable spaces while enhancing performance and experiences. If your school ("Applicant School") wishes to participate in this Program, please read the information below carefully and only submit your Application form if you agree with the terms and conditions. Note that your submission of the Application Form will be deemed to be your agreement to the terms and conditions set forth below and a representation that your answers to the Application Form are accurate.

<u>Applications:</u> If your school (Applicant School) is interested in participating in the MaterialsProgram Donation please submit a fully completed and executed Application Form attached to this document no later than July 31, 2022.

Applications that are late, lost, or not fully completed and/or signed shall not be considered. Saint-Gobain reserves the right to modify or terminate this contest or disqualify any entry in the event of technical impairment by a computer virus or otherwise. In the event of early termination, Saint-Gobain will choose the next eligible winner in accordance with its internal guidelines. Saint-Gobain is not responsible for Internet crashes or slowdowns caused by network congestion, viruses, sabotage, satellite failures, phone line failures, electrical outages, natural disasters, or acts of man or God.

<u>Application School Selection Process – First Round:</u> Once Saint-Gobain receives your application, Saint-Gobain will narrow down the applications based on the Applicant School's answers and Saint-Gobain's internal Guidelines. Please note, that submission of an Application does not guarantee selection – Applications only facilitate the selection. Saint-Gobain will use its internal guidelines in selecting candidates and Saint-Gobain's selection of candidates will be final.

Applicant School selection depends on the answers provided in the Application Forms, the Projects and/or Programs, and the compatibility of the Donated Materials to such Projects. However, answers do not guarantee selection- they only facilitate the selection. One of the preconditions to qualify for donations of Materials is that the Applicant School, should have a project that is underway, confirmed, and scheduled to be completed no later than August 25, 2023, or if applying for Materials the Applicant School must provide a list of requested Materials that directly support the Program, in as much detail as possible, including but not limited to type, brand, vendors and website. Applicant School will be required to submit a detailed Project plan to Saint-Gobain demonstrating the donated Materials will be used no later than August 25, 2023 before the Applicant School can be considered for Material donations.

<u>Applicant School Selection Process – Second Round:</u> Once Saint-Gobain narrows down the Applicant Schools from the First Round, Saint-Gobain will put the selected Application to vote among Saint-

Gobain employees and the public. Saint-Gobain will announce the voting rules at the appropriate times. Three or less Applicant Schools will be selected based on the votes received.

<u>Materials Donated:</u> We will pick up to three (3) winners, the winner will get up to \$50,000, the first runner up will get up to \$20,000 and the second runners up will get up to \$10,000 but the ultimate amount of Material Donated will be at Saint-Gobain's sole discretion based on the number of applications, votes and internal guidelines. Although Saint-Gobain will try to deliver the Donated Materials to winning Applicant Schools in a timely manner, current conditions including raw material shortage, labor shortage and transportation issues may cause delays beyond Saint-Gobain's contract and by submitting the application you agree that Saint-Gobain shall not be responsible for such delays and waive any claims against Saint-Gobain. Materials acceptance must be confirmed by the winning recipient within 3 business days of initial notification. If the winning Applicant School does not claim their prize by this deadline, no alternate winner will be chosen. Project Materialsolutions or Program donations cannot be exchanged for cash or material value.

Materials donated are on an "as-is" basis. If the winning Applicant School wants to return the Material, Saint-Gobain may in its sole discretion accept the return or ask the winning Applicant School to destroy the Materials but in any event, Saint-Gobain will not replace the Material. Saint-Gobain shall not be liable for any defective Materials and shall not be responsible for any claims for damages, including but not limited to any direct, indirect, incidental, punitive, special or consequential damages.

Applicable Terms and Conditions

- 1. It will submit a project plan explaining the Project and Materials needed and the due date for project completion.
- 2. No transfers or substitutions may be made, and we are not liable for any risk and/or injury resulting from or inherent to the acceptance and use of any awarded Materials.
- 3. It will permit Saint-Gobain an opportunity to visit the Applicant School and record progress on a regular basis, as requested by Saint-Gobain.
- 4. Saint-Gobain will be permitted to conduct PR activities and the Applicant School will collaborate with Saint-Gobain on such PR activities, which will include and not be limited to (i) promotion of the program, at events and on Saint-Gobain and School's website during the launching phase; (ii) promotion of voting on School's website, newsletters and social media platforms, if any during the voting phase; and (iii) once selected, allowing Saint-Gobain to (a) take videos of progress and interview with staff and approved students and allow publication of such interviews on the website, social media and school websites; (b) participate in joint press releases; promote Saint-Gobain to students for potential internships, career ops, tours of plants; host winner celebrations and collaborate with Saint-Gobain in the participation and organization of such celebration. All promotions made by Applicant School on a website, newsletters, social media platforms, or other mediums, as required above, will require the prior written approval of Saint-Gobain.
- 5. By submitting an Application, the Applicant School authorizes and consents to the publication of any videos, photographs, interviews, or articles with respect to Program and Applicant School by the Company, or any affiliate thereof, for marketing, promotional and other purposes and (ii) releases the Company and all affiliates thereof from any claim relating to the use and publication of the Photographs and/or related content. The foregoing authorization and release are granted without monetary or other compensation paid by the Company to the project submitter. In addition, the Applicant School will assist Saint-Gobain to obtain permission from its employees and students/legal guardians for participating in pictures, videos and interviews and publications thereof, including assisting in getting the appropriate forms provided by Saint-Gobain completed.

- 6. Liability for any applicable taxes associated with prizes will be the sole responsibility of the winning Applicant School. Any required tax reporting forms will be furnished to the Internal Revenue Service. The winning Applicant School is responsible for all federal, state and local taxes and will be required to complete an IRS form W-9.
- 7. Saint-Gobain is not responsible for any labor charges, expenses or costs associated with Projects or Materials nor is Saint-Gobain responsible for any technical or other advice related to the Projects/Materials and those are the sole responsibility of the winning Applicant School. In addition, it is the Winning Applicant's sole responsibility to determine which Materials are appropriate for their use.