

SIKA Sustainable Packaging Challenge North America 2025 (the “Challenge”) Terms and Conditions (the “Terms”)

This Challenge is sponsored by Sika Corporation, with an address of 201 Polito Ave, Lyndhurst, NJ 07071, USA ("Sika" or "Sponsor"). By submitting a proposal, each Participant (as defined below) agrees to be bound by the following Terms.

1. **OVERVIEW:** Sika is seeking proposals from packaging suppliers, in the categories of corrugated boxes, valve bags, plastic cartridges, plastic pails, and tin plate pails, which are focused on the concept of sustainability, innovation, affordability and feasibility for Sika and which satisfy at least one of the following general conditions: (1) circular economy; (2) recycled content and recyclability; (3) new materials; or (4) new technologies. Additional criteria are set forth below. Eligible Participants (as defined below) may submit a maximum of three (3) proposals. Further information about Sika and Sika’s sustainability initiatives can be found [here](#).
2. **CHALLENGE PERIOD:** Register and submit a Challenge proposal (the “Proposal”) by April 15th, 2025 at 11:59 PM ET (the “Proposal Period”). Sika will select three (3) to five (5) Proposals as finalists (each a “Finalist”). Each Finalist will be invited to present the selected Proposal at a Live Exhibition to take place during the week of August 4th, 2025 (exact date TBD) (the “Live Exhibition”). The Live Exhibition will be held at a location to be determined within the U.S. mainland. The location and details of the Live Exhibition will be announced during the week of July 14th. All Finalists and attendees are responsible for all travel and ancillary expenses associated with participation in the Live Exhibition, including but not limited to all personal transport, meals, and accommodation. Any Finalist who is unable to attend the Live Exhibition will be disqualified and an alternate eligible Finalist may, at Sika’s discretion, and time permitting, be selected in accordance with these Terms.
3. **ELIGIBILITY:** Open to packaging suppliers (“Participants”) who are residents of the United States or Canada, who at the time of entry and for the duration of the Challenge are (i) at least the legal age of majority in his, her or their jurisdiction of residence or (ii) a private business entity in good standing in its jurisdiction of formation.

Sika shall determine, in its sole discretion, whether an entry meets the eligibility criteria. Sika’s decisions regarding eligibility and all other aspects of the Challenge are final and binding. Sika and affiliated companies, and each of their respective, officers, directors, employees, agents and persons engaged in the development, promotion or administration of this Challenge and their immediate family members (i.e., parent, child, sibling, and spouse) and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate in the Challenge. This Challenge is subject to all applicable federal, state, provincial/territorial, and local laws and regulations, and is void in all geographic locations where prohibited by law. No purchase or payment necessary to participate.

4. **HOW TO ENTER:**

Phase 1: On or before April 15, 2025 register to enter the Challenge at sikasustainablechallenge.com by providing a contact name, email (business email if the Participant represents a business or legal entity), company, city, state/province/territory, country, telephone number, website address and number of employees. The person who submits a registration form and accepts these Terms on behalf of a legal entity represents that he, she or they are legally authorized to do so on behalf of such entity and that these Terms shall be binding upon such entity.

On or before April 15th, 2025, submit up to three (3) proposals (each a “Proposal”), for product packaging in one or more of the following packaging categories: Blank (packing material), corrugated boxes, valve bags, plastic cartridges, plastic pails or tin plate pails, cartons, and pallets. Proposals must be sent to costello.william@us.sika.com.

Participants are welcome to schedule a visit to a Sika plant during the Proposal Period to learn more about Sika and its packaging needs. The location of the Sika plant will be based on the specific packaging technology associated with the Participant’s Proposal. Visits are at the expense of each Participant and can be coordinated through Daniel Munt (munt.daniel@us.sika.com). Visits will be subject to Sika’s plant visitor rules, which may include signing of a non-disclosure agreement.

Proposal Criteria: Participants can submit Proposals in one or more of the above-listed packaging categories, with a maximum of three (3) proposals per Participant. Proposals should be in PowerPoint format and should include 5-10 slides. Proposals must:

- i. demonstrate a reduction in CO2 emissions by including post-consumer recycled materials (i.e.: bio-based materials, compostable materials, reusable materials and/or a product lifecycle that contributes to a circular economy, which is defined as packaging that involves the sharing, leasing, reusing, repairing, refurbishing and recycling of existing materials and products in a manner that extends the lifecycle of materials and products); and
- ii. comply with the requirements of California’s Rigid Plastic Packaging Container (RPPC) Regulation (only needed for rigid plastic packaging suppliers) and/or any such similar laws or regulations.

All Proposals will be evaluated by a panel of five (5) to ten (10) Sika employees based on the following factors:

- i. **Sustainability** (Is the packaging conceiving a CO2 reduction?)
- ii. **Feasibility** (Is the packaging conceptually and technically achievable?)
- iii. **Affordability** (Is the packaging idea cost effective/efficient?)
- iv. **Operational efficiency** (Is the packaging efficient from an operational point of view?)
- v. **Logistical efficiency** (Is the packaging efficient from a logistical point of view?)
- vi. **Marketability** (Is the packaging aesthetically appealing and in line with Sika’s brand identity?)

In the event of a tie, the members of the Judging Committee will decide the Finalist(s) by a vote based on the overall quality of Proposals in view of the above factors.

Finalist Selection: All Finalists will be selected during the week of June 2nd and will be notified via email (as provided by the Participant at the time of registration) and invited to present Proposals at the Live Exhibition. All selected Finalists must confirm acceptance of this invitation by June 30th, 2025. All travel expenses and ancillary expenses for attending the Live Exhibition are the Finalists' responsibility. Sika will provide the event room and standard audiovisual tools, the details of which will be provided to Finalists in advance of the Live Exhibition.

Phase 2: Finalists will attend a one-day Live Exhibition the week of July 14th, 2025 (exact date and location TBD) to present Proposals (each a "Presentation") to the Judging Committee and all Finalists in attendance. Each Finalist will have a maximum of 30 to 45 minutes to present the Proposal. The Presentation must include a prototype of the proposed packaging for review and evaluation by the Judging Committee, which will consist of five (5) to ten (10) Sika employees. At least one physical prototype must be left with the Judging Committee for review after the Presentation. During the Presentation, the judges may ask questions. Sika reserves the right to hold the Live Exhibition virtually, at Sika's discretion. Sponsor reserves the right to reschedule the date and/or time of the Live Exhibition upon reasonable advance notice.

After the completion of the Presentations, the Judging Committee will take the Proposals and prototypes under consideration, during which time they will be evaluated based on the following factors:

- i. **Sustainability** (Is the packaging conceiving a CO2 reduction?)
- ii. **Feasibility** (Is the packaging conceptually and technically achievable?)
- iii. **Affordability** (Is the packaging idea cost effective/efficient?)
- iv. **Operational efficiency** (Is the packaging efficient from an operational point of view?)
- v. **Logistical efficiency** (Is the packaging efficient from a logistical point of view?)
- vi. **Marketability** (Is the packaging aesthetically appealing and in line with Sika's brand identity?)

The score from Phase 1 does not get factored-in to Phase 2. In the event of a tie, the members of the Judging Committee will decide the Winner by a vote based on the overall quality of Proposals in view of the above factors.

Sponsor shall not be responsible for non-conforming, lost, late, incomplete, inaccurate, undelivered, misdirected, or illegible emails or Proposals (or any component thereof), or for inaccurate registration information, whether caused by Sponsor, Participant or by any computer, technical, or human error or malfunction that may occur in the processing or administration of this Challenge, or related communications. Late entries or any portion thereof received after the applicable deadline will not be considered.

No Proposal or Presentation or material provided during the same including slide decks or prototypes (“Presentation Materials”) shall contain any private and/or sensitive information about the Participant or any other person, any confidential or proprietary information of the Participant or a third party, or any material that violates or infringes another’s rights, including but not limited to material that violates privacy, publicity, or intellectual property rights or that constitutes copyright infringement.

5. **WINNER NOTIFICATION:** There will be one winner selected among the presenting Finalists (the “Winner”), to be announced at the conclusion of the Live Exhibition.
6. **THE PRIZE:** The Winner will receive a cash prize of \$500 (five-hundred) USD. The name of the Winner and a high-level description of the subject of its Proposal will be shared throughout the Sika organization globally through internal media, and externally through media such as the Sika Challenge webpage and social media platforms.

The Winner will also have the opportunity to discuss a potential supply agreement with Sika. However, a supply agreement is not guaranteed and any potential agreement between Sika and the Winner shall be subject to Sika’s business needs and discretion, as well as due diligence and negotiation.

7. **PRIZE ACCEPTANCE, TAX LIABILITY AND AFFIDAVIT OF ELIGIBILITY:** By accepting the Prize, the Winner acknowledges compliance with these Terms. All federal, state/providence/territory, local or other tax liabilities arising from this Challenge are the sole responsibility of the Winner.

Winner may be required, as requested by Sponsor, to complete and sign (i) an affidavit of eligibility/certification that such Winner has complied with the Terms of the Challenge, and (ii) a liability and publicity release (except where prohibited by law). Failure to sign and timely return any of these documents within five (5) business days of request, or such other time as specified by Sponsor, or to comply with the Terms may result in the Winner’s disqualification, forfeiture of the Prize, and, at Sponsor’s sole discretion, selection of an alternate Winner. If the Prize is not claimed by the Winner, or an alternate Winner, it will remain the property of Sponsor. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify potential winner.

8. **OWNERSHIP AND USE OF PROPOSAL AND PRESENTATION MATERIALS:** All intellectual property developed by Participant in connection with this Challenge remains under the ownership of the Participant and its licensors. Copies of Proposals and Presentation Materials shall become the property of Sika. By submitting a Proposal to Sika, each Participant grants Sika a non-exclusive, irrevocable, royalty-free, global right and license to reproduce, distribute, publish, translate, display, modify, create derivative works of and otherwise use the Proposal and Presentation Materials and the information contained therein for all purposes reasonably related to the Challenge, including considering the Proposals in view of Sika’s business needs and promoting the progress and results of the Challenge.

Participant acknowledges that Sika may be sourcing or developing packaging solutions that are similar to those of Participant. To the extent Sika independently develops or obtains, and ultimately uses, a packaging concept that is similar to a packaging concept contained in a Proposal, Participant understands and acknowledges that any coincidence is unintentional and releases Sika from any claims of infringement.

9. **USE OF PARTICIPANTS' INFORMATION/PUBLICITY:** Participants who enter the Challenge are providing information to Sponsor, and all personal information submitted through www.usa.sika.com and/or sikasustainablechallenge.com is subject to Sika's online privacy policy. By participating in the Challenge and providing information including an email address, each Participant or individual associated therewith whose information is submitted grants Sponsor express permission to use, store, and transmit such information for purposes related to the Challenge, including to send emails relating to the Challenge.

By submitting a Proposal, each Participant or individual associated therewith agrees that Sponsor may use his, her or their name, corporate name, city, state/province/territory, job function, statements, image and/or likeness, in any and all media for advertising, trade, publicity or promotional purposes relating to the Challenge and Sika's sustainability efforts, except where prohibited by law. Without limiting the foregoing, by submitting a Proposal, Participants acknowledge and agree that their information may appear on the Sika website or other social media outlets utilized by Sika and/or in a press release issued by Sika.

Participants, including those selected as Finalists or the Winner, may not issue their own press release without prior approval by Sika and doing so may result in disqualification and/or forfeiture of any Prize. Participants, or individuals associated therewith, may be required to execute additional consents or publicity releases as a condition of being declared a Finalist and/or Winner, except where prohibited by law.

10. **REPRESENTATIONS AND WARRANTIES:** By entering the Challenge, Participant represents and warrants that the Proposal and any Presentation Materials comply with these Terms and that: (i) Participant owns or holds the necessary licenses, rights, consents, and permissions to use, reproduce, publish and distribute content included in the Proposal and Presentation Materials; (ii) the Proposal and Presentation Materials do not violate the laws of the United States or Canada, nor rights of publicity, intellectual property, proprietary rights, contractual rights, or any other right of any third party; and (iii) the Proposal and Presentation Materials are truthful and accurate and Participant has complied with all relevant laws, rules and regulations in the preparation and submission of all Proposals and Presentation Materials and participation in the Challenge.
11. **LIMITATIONS OF LIABILITY:** By entering the Challenge, all Participants agree to release, discharge, and hold harmless Sponsor and its affiliates, subsidiaries, advertising agencies, directors, officers, employees, representatives and agents (the "Released Parties") from any disputes, claims, actions, causes of action, losses or damages of any kind arising out of or relating to the Challenge, the Live Exhibition, Presentation, or from the acceptance, use or possession of any prize awarded. By entering the Challenge, the Participant expressly and knowingly agrees that: (a) the Released Parties will not be liable to you for any lost

profits or other consequential, special, indirect, punitive or incidental damages, or attorneys' fees, arising out of or in connection with the Challenge, even if they have been advised of the possibility of such damages; and (b) the Released Parties' aggregate liability to any Participant or entrant arising out of the Challenge will not exceed \$100.00 (one hundred) USD. Applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, the Released Parties' liability will be limited to the fullest extent permitted by law.

The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Challenge entries or entry forms; alteration of entries or entry forms; or any printing or typographical errors in any materials associated with the Challenge. The Released Parties are not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Participants' or any other persons' computer(s) or other device(s) related to or resulting from participation, uploading or downloading of any materials related to this Challenge.

12. **INDEMNITY:** Participant shall indemnify, defend and hold harmless, Sponsor and all of the other Released Parties from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents or copyrights), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any intellectual property right or misappropriation or wrongful use of information or documents, and arising out of or related to the Proposal or Presentation Materials or their use, publication, disclosure, or communication by Sika.
13. **DISQUALIFICATION:** Sponsor reserves the right, in its sole discretion, to disqualify any Participant who submits an entry that is not in accordance with or who violates these Terms, or tampers or interferes in any manner with the operation and fair and proper conduct of the Challenge. Failure by Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. **RIGHT TO CANCEL OR SUSPEND CHALLENGE:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend the Challenge should any computer virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, legality, integrity or proper conduct of the Challenge.
15. **GENERAL TERMS AND CONDITIONS:** The Challenge is subject to all federal, state/provincial/territorial and local laws. The Challenge is void where prohibited by law. To the fullest extent permitted by law, the Challenge shall be subject to and governed by the laws of the State of New Jersey, excluding its conflict of laws rules. To the fullest extent permitted by law, any and all disputes arising out of or relating to the Challenge shall be resolved exclusively by a state or federal court in or whose jurisdiction includes Bergen County, New

Jersey, and you agree to submit to the jurisdiction of any such court for the purpose of resolving any such dispute. To the fullest extent permitted by law, each Participant also knowingly and expressly agrees that any such disputes, claims, actions, or causes of action shall be resolved individually, without resort to any form of class action and each Participant expressly waives any such rights.

16. **TRADEMARKS:** All referenced company names and trademarks are registered and/or unregistered trademarks or copyrights of their respective owners.
17. **WINNER LIST AND TERMS & CONDITIONS:** A copy of these Terms and a list of Finalists and the Winner may be obtained by sending an email request to William Costello at costello.william@us.sika.com. Requests for winner list must be received by December 31st, 2025.

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