

DEALERFIRST LOYALTY PROGRAM

TERMS AND CONDITIONS

Effective Date: 12/12/24

AGREEMENT TO THESE TERMS: Your continued access and/or use of the DealerFirst Loyalty Program means you have read, understand and agree to be bound by and comply with these Terms, which include a dispute resolution provision, and any Additional Terms provided on the Program Website (defined below). These Terms and any element thereof may be supplemented, modified, suspended or amended from time-to-time in Sponsor's sole and absolute discretion, with or without notice, by posting revised Terms to the Site, and your continued participation in the Program is deemed your express consent to be bound to any revised Terms. **If you do not agree to the Terms, please do not participate in the Program or use the Site.** Void where restricted or prohibited.

A. Overview of the DealerFirst Loyalty Program

The DealerFirst Loyalty program ("**Program**") is sponsored by Goodman Manufacturing Company L.P., 19001 Kermier Rd, Waller, TX 77484 ("**Sponsor**") and administered by Shoeneckers, Inc., doing business as BI WORLDWIDE, 7630 Bush Lake Road, Minneapolis, MN 55439 ("**Administrator**"). As used in these Terms, the terms "**we**," "**us**," and "**our**" shall be deemed to collectively refer to both Sponsor and Administrator. The DealerFirst Loyalty Program is a rewards program through which eligible, registered participants ("**Participants**" "**you**," or "**your**") can earn and accumulate promotional Points ("**Points**") into your Program Account by purchasing qualifying products ("**Purchase Points**") and/or by completing various offered Activities ("**Activity Points**") (defined below) on the Program website **www.DealerFirstRewards.com** (the "**Website**"), subject to the terms and conditions set forth in these Program Terms and Conditions ("**Terms**").

The Program is offered and available to an eligible company or entity (through its permitted Representatives and invitee(s), defined below) due to, and in furtherance of, actively purchasing qualifying products and services. Participation in the Program is not intended for inactive companies or individuals, and participation is not intended to be used to further personal, family or household interests or matters. Participants may redeem their Points for merchandise, travel/experiences, limited time and/or quantity offers, or engaging in other spending activities, or by participating in activities on the Website ("**Rewards**").

In some instances, both these Terms, separate guidelines, rules, terms of service, privacy policy, and/or Rewards terms and conditions, and information included on the Website, will set forth additional or different restrictions, terms and conditions ("**Additional Terms**") which will apply to the Program and the specific matter to which the Additional Terms pertain (collectively, "**Terms**" unless otherwise stated). All such Additional Terms are incorporated herein. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control the specific matter to which the Additional Terms pertain (by way of example, the terms and limitations regarding redemption of Rewards, or rules for a specific promotion), but these Terms shall govern all other elements unless the Additional Terms expressly state otherwise.

Any information Participants provide to Sponsor in connection with this Program or any element thereof in connection with this Program is subject to Sponsor's Privacy Policy (available at <https://www.goodmanmfg.com/privacy-policy>). By enrolling in the program, Dealer entities and their respective Participants in the Program acknowledge and agree that Sponsor shall have the right to share and allow access to all categories of information collected or necessary for the Program with the Program Administrator. Such information includes but is not limited to POS and other sales data, performance and analytics data, and any other information deemed necessary by Sponsor in furtherance of the Program, its administration and operation.

B. Program Period, Program Modification and Termination

The Program begins on or about 12:00 a.m. Central Time ("CT") on September 28, 2020, and will continue until terminated as provided herein (the "**Program Period**"). To the extent permitted by applicable law, Sponsor reserves the right to supplement, suspend, or modify the Program or any element thereof, at its discretion, at any time with or without notice (even though such changes may affect the value of Points, or the ability to obtain or redeem Rewards). The clock on the Administrator's server shall be the official time keeping device for this Program. All time referenced in connection with the Program is Central Time. Participants are solely responsible for determining the corresponding time zone in their respective jurisdictions; Program Entities (defined below) disclaim all liability or responsibility relating thereto.

Accessing the Website or participating in the Program constitutes Participant's full and unconditional agreement to these Terms. AS OUR PROGRAM EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE PROGRAM MAY BE MODIFIED AND WE MAY CEASE OFFERING THE PROGRAM UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE PROGRAM YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE PROGRAM WEBSITE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE PROGRAM AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE REVISED TERMS. Therefore, you should review the posted Terms each time you use the Program (at least prior to each transaction or submission). The revised Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice(s) to you. However, the Terms that applied when you previously used the Program will continue to apply to such prior use (*i.e.*, changes and additions are prospective only) unless mutually agreed otherwise. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, and the e-mail you associated with your Account for notices, all of which you agree are reasonable manners of providing you notice. You can reject any new, revised or Additional Terms by discontinuing use of the Program and related services. A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Terms. The most current version of these Terms will be available on the Website.

The Sponsor may terminate the Program with three (3) months' advance notice to all active Participants and at the conclusion of the notice period, the Program will be terminated ("**Termination**"). At the

Sponsor's sole discretion, it may choose to substitute a loyalty or similar program or choose not to offer a loyalty program. Participants may not accumulate Points or claim Rewards after Termination of the Program. If the Program is terminated, all unredeemed Points may be forfeited (in the Sponsor sole discretion) without any obligation or liability on the part of Sponsor, and no claims for redemption of Rewards or any other promotional claim will be honored after the conclusion of the notice period. Sponsor may terminate the Program or any element thereof in any jurisdiction with less than three (3) months notice if required by applicable law.

C. Eligibility, Enrollment, and Acceptance of Terms

There is no cost to enroll in the Program. However, enrollment in the Program is by invitation only, and is at the sole discretion of the Sponsor. Owners/principals of an HVAC company (herein a **"Company Representative"** and **"Company"** respectively) who purchase products under a Goodman account from a participating Authorized Channel (defined below) and are invited to enroll may be eligible for the Program. Limit one (1) Company Representative per Goodman account. Upon proper enrollment, Company Representative can invite their employees (herein an **"Invitee"**) to participate in the Program. Invitees who have been solicited for enrollment will receive an email invitation, and will be required to click on the link within the email invitation and follow the online instructions to complete their enrollment. Upon proper enrollment, each Participant (Company Representatives and Invitees as applicable) will be assigned a Program account (referred to herein as the **"Participant Account"** or **"Account"**). Your Participant Account will contain your position/role, company, and contact information, as well as various Program specific information.

The Program is open to active, eligible Participants. An eligible Participant is a natural person who is: (i) physically located and resides in the fifty (50) United States, the District of Columbia, or Canada; (ii) 18 years old or older at the time of enrollment; (iii) is a Company Representative or Invitee of a U.S. or Canadian HVAC business; and (iv) has been granted access to the Program by Sponsor. All others who are not invited to the Program as described above, and the employees, officers, directors of Sponsor, Administrator, their parent companies, and each of their respective subsidiaries and affiliated companies, advertising/promotion agencies, entities or individuals engaged in the development, administration, production, or distribution of materials for, or implementation of the Program (collectively referred to herein as the **"Program Entities"**), and the immediate family members (*i.e.*, spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to participate in the Program.

Participants have the responsibility to review and understand applicable government policies and/or their employer's policies and all applicable laws, rules and regulations (**"laws"**) regarding eligibility to participate in trade promotions, including this Program. If an individual is participating in violation of their employer's policies or laws, that individual will be disqualified from this Promotion, or from receiving a Reward, in Sponsor's sole discretion. Sponsor and Administrator disclaim any and all liability and responsibility related to such disqualification.

In connection with your Participant Account, you agree that: (i) You will provide true, accurate, current, and complete information about yourself in the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (ii) You are solely

responsible for all activities that occur under the Account – whether or not you authorized the activity; (iii) You are solely responsible for maintaining the confidentiality of your Account password and for restricting access to your computer, mobile phone or other wireless device, or other Internet enabled device (each, a “**Device**”) so that others may not access the Program or the Account using your name, username, or password; (iv) You will immediately notify us of any unauthorized use of the Account, password, or username, or any other breach of security by contacting us using the “Contact Us” or “Help” feature on the Website; and (v) You will not sell, transfer, or assign the Account. A Participant may not: (a) activate or use more than one Account, name or email address; (b) use the name of another person without authorization of that person; (c) use a false or misleading name, address, or e-mail address to activate or use an Account; or (d) present or supply false or misleading information to Sponsor, Administrator, or any entity involved in the Program.

Participants must have a Device that is capable of accessing the Internet. **Messaging & data rates may apply to internet access via mobile devices and are Program Participants’ responsibility.** Other charges may apply; check your mobile plan for rates/details. Consent is not a condition of purchase.

The Company Representative will have responsibility for, among other things:

- Sending out invitations to eligible Invitees to the Program, as desired.
- Redeeming Purchase and Activity Points on behalf of their company or themselves.
- Distributing Points into the Participant Accounts of Invitees within their company, as desired (Points transfer).

These Company Representative functions can be completed by following the instructions on the Website.

Invitees will be able to do the following:

- Earn Activity Points through completing Sponsor related Activities on the Website.
- Receive Points from the Company Representative associated with their company.
- Redeem Points in their Participant Account.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to obtain any benefits conferred by the Program or your inability or failure to comply with any of the obligations required by the Program. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, or any applicable law, then we may suspend or terminate your participation in the Program. We also reserve the more general and broad right to terminate the Account or suspend or otherwise deny you access to either of them or their benefits – all in our sole discretion, for any reason, and without advance notice or liability.

Each Participant is limited to one (1) Account. Any duplicate Accounts are subject to cancellation, and any Points accumulated in both Accounts may be forfeited. If an Account is cancelled or deactivated for any reason, Participant may request a new Account by going to the Website. In such case, Participant’s new Account may begin at a zero balance, at the Sponsor’s sole discretion. In the event of a dispute over the identity of a Participant or entrant in the Program, the submission will be deemed submitted by the authorized account holder.

D. Points & Activities

Eligible Company Representatives enrolled in this Program may earn Points for the purchase of select products, as applicable (“**Eligible Products**”) during the Program Period and/or from time-to-time during the Program Period. Those eligible Company Representatives who are enrolled in this Program will be awarded Points for Eligible Product purchases made with an invoice date on or after their enrollment date and thereafter during the Program Period (for example, registration date of November 10, 2020, Company Representative can earn Points for invoices dated November 10, 2020 or after).

Eligible Products purchased by a Company Representative from a U.S. or Canadian authorized participating Goodman owned parts stores or on www.goodman-dealer.com, or on <https://www.amanahac-dealers.com> (“**Authorized Channel**”) will be reported for input to the Company Representative’s Account, provided an Account is established.

Company Representatives (only) earn Points as follows:

- One (1) point for each \$10 will be rewarded at an invoice-level based on the sum of the extended line-item values of all Eligible Products on that invoice (before tax, shipping or other fees). Bonus Point earning activities (as described below) made through purchase shall be based on extended line item values.
- The sum of the extended line item value of Eligible Products on an invoice will be rounded up/down to the nearest \$10 dollar increment to determine earned Points. (For example, Eligible Products invoice sum with a value of \$84.13 would result in 8 Points; Eligible Products invoice sum with a value of \$98.52 would result in 10 Points.)
- Points will only be deposited in whole values; no fractional Points.
- Points earned through purchases will be deposited into the Company Representative’s Account when an Eligible Product purchase is reported and such purchase is approved.
- Throughout the Program Period Sponsor may offer special promotions for the time period stated on the Website. These promotions may include Point bonuses or multipliers on Eligible Products and/or other select products or product bundles, double value Points, location-level purchase bonuses.

During the Program Period, Sponsor may, but without obligation, from time to time, offer activities (“**Activities**”) to Company Representatives and/or Invitees which may award Points or Rewards for participation in that Activity upon full completion of Activity requirements. Activities will vary and are subject to change, but are anticipated to include, but are not limited to, promotions, challenges, polls, quizzes, and/or any other similar or dissimilar activities added by Sponsor. A Participant must be registered and have an active Account in good-standing to participate in any Activities, or earn and collect Points. Account “in good-standing” means, among other things, that the Account is active, has not been subject to any inquiry for fraud or other suspect activity, all Points therein are earned by valid means, and the Account is maintained by an eligible Participant, pursuant to these Terms. Each Activity may have a begin/end date, and specific rules or instructions which govern it; specific details, added limitations and restrictions for an Activity will be posted on the Website and are incorporated herein. Without limitation, any actions and transactions (even if they are considered Activities) engaged in by an eligible Participant

prior to enrollment or not timely reported or properly completed are not eligible to earn Points, except to the extent expressly indicated, if any.

Points can only be earned on eligible Activities offered in connection with the Program that are open and active at the time the Participant accesses the Website. A Participant may only complete each Activity one (1) time, unless otherwise noted on the Website. Options to earn additional Points via non-Website related activities may be provided at the sole discretion of the Sponsor.

Points will only be considered *earned* when a Participant completes an Activity in accordance with the instructions provided on the Website. Points earned for completing Activities will vary by Activity; the number of Points earned for completing a specific Activity will be posted on the Website. Sponsor reserves the right, in its sole discretion, at any time during the duration of the Program to: (i) change the number of Points awarded, or to award no Points, for any particular Activity, (ii) cancel Activities, or offer additional or new Activities for a limited time or permanently, (iii) delete any or all means to earn Points, (iv) limit the number of times or frequency a Participant may earn Points for engaging in an Activity, and (v) offer Points earning opportunities to select groups of Participants. Sponsor may offer Points for engaging in an Activity under one set of rules for one promotion and may opt not to offer Points for engaging in that same activity under different and/or subsequent promotion(s).

Once earned, Points may be redeemed by any Participant of such Account as soon as the Points are reflected in the Account balance, or they may be accrued over time for later use. It is anticipated that Points will be deposited into an Account on or within two (2) business days after an Activity has been completed unless otherwise noted by Sponsor. Points that have been transferred to an Invitee from a Company Representative cannot be reversed; Point transfers will be deposited into the Invitees Account within approximately three (3) business days after completion of Company Representative initiated Point transfer request. Once deposited, the points have no expiration date and can be redeemed towards merchandise or travel/experiences. Points are always subject to verification and eligibility determined by Administrator, in its sole and absolute discretion. Points redeemed for the purchase of Rewards will be immediately deducted from the Account upon confirmation of the transaction. Points may be used one (1) time only. Sponsor will use reasonable efforts to ensure Points are allocated and accrued correctly; however, Participants should review their Accounts to ensure that their Points are properly deposited, withdrawn and credited, as applicable. If a Participant believes that their Account balance is incorrect, within six (6) weeks of the applicable Activity in which Participant did not receive Points, the Participant should go to the "Contact Us" page on the Website. The submission should include the Participant's name, email address and specific issue and all information concerning the Points in question. Sponsor will investigate the matter and respond back to the Participant. Points subsequently determined, in the sole discretion of Sponsor, to be invalid, will be removed from a Participant's accumulation total. All decisions made by Sponsor and Administrator are final and binding.

Points are promotional only pursuant to this Program. Points have no cash value and may not be used as legal tender. Any Points earned are granted on a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable basis solely for use towards redemption for Rewards. Accordingly, Participant has no property, proprietary, intellectual property, ownership, or monetary interest in or to Points, which remain Sponsor's property at all times. Points have no "real world" value and are not redeemable for cash, transferable or assignable (unless otherwise stated herein) for any reason including

as part of a domestic relations matter or otherwise by operation of law. Points may be revoked at any time by Sponsor. Points may not be combined with any other Account. Points cannot be purchased, sold, bartered, or traded. Any attempt to combine or transfer Points (unless expressly permitted herein) may result in disqualification from the Program and forfeiture of all Points in any Account. Points will not be valid unless earned in strict compliance with the requirements as established and intended by Sponsor, and Participant shall not attempt to earn Points by any artifice or similar means (including, without limitation, by using any script, bot or other automated means) that only simulates compliance with the applicable requirements. Sponsor reserves the right, in its sole discretion, to take any other action it deems appropriate in the event it believes a Participant may have violated these provisions.

E. Expiration and Forfeiture for Participant Account Cancellation or Inactivity

Sponsor may terminate any Participant's Account, in its sole discretion, if a Participant has been inactive; if a Participant is no longer employed with the same Company under which the Account was activated; or if the Participant is in violation of any of these Terms, including, without limitation, failure to follow Program policies and procedures, the sale or barter of merchandise/point/prizes, artifice, any misrepresentation of fact or other fraudulent, noncompliant or improper conduct as determined by Sponsor. "Inactivity" shall mean that a Participant's Account has not had any Points deposits via purchase or Activity completions by a Company Representative for a period of twenty-four (24) months. Sponsor may provide a Notice of Inactivity at least 30, but not more than 60 days prior to the end of an Inactivity Period. Please note that Sponsor reserves the right to institute additional expiration dates for specified points, as determined in our sole discretion. If a Participant is disqualified or if Points/Rewards are forfeited for any reason, as stated in these Terms, the Points/Rewards will be void, will not be reinstated, and Participant will not be compensated therefor in any manner. In Sponsor's sole discretion, Participant may be disqualified from future participation in the Program or similar Sponsor loyalty programs. Without limiting the Sponsor's rights with respect thereto, an Invitee may be removed from participation in the Program in the reasonable discretion of their Company Representative, and in such case all Points in Invitee's Account may still be redeemable.

Participants may terminate their enrollment at any time by logging into the Website and requesting that their Participant Account be terminated through the "Contact Us" feature on the Website.

F. Rewards and Redemption

1. Rewards Generally. Rewards Generally. Once earned, Points will be deposited into your Participant Account and can be used to acquire Rewards such as merchandise, offers and other items of value from the Rewards section of the Program Website, while supplies last. Rewards, and the redemption thereof, and any other related information are subject to prior confirmation of eligibility, compliance with these Terms, and verification of a potential Participant; Rewards will not be awarded until Participant recipient is confirmed and the verification process is complete, in Sponsor's absolute discretion. The items listed as Rewards on the Website will fluctuate as available items are redeemed and additional items are added by Sponsor. Merchandise/items/prizes pictured as Rewards on the Website are for illustrative purposes only and may not necessarily reflect the actual Reward, or exact colors, styles, or models of a Reward. Sponsor makes no representations, warranties, or guarantees that any particular Reward will be (or will continue to be) available or offered in the Program. Reward

availability is limited and is on a first-come, first-served basis. Sponsor reserves the absolute right to modify, change, delete or add Rewards, or any element thereof at any time. Sponsor reserves the right to modify the Points value(s) for any Reward, at any time and for any reason, during the Program Period. Use, warranty, refunds, exchanges and other issues regarding the merchandise or item redeemed as a Reward are governed by the third party vendor's terms and conditions applicable to the Reward and are not the responsibility of Sponsor or any other party involved with this Program.

Rewards, and the issuance/redemption thereof, and any other related information are subject to prior confirmation of eligibility, compliance with these Terms, and verification of a potential Participant; Rewards will not be awarded until Participant recipient is confirmed and the verification process is complete, in Sponsor's absolute discretion. The merchandise/catalog items, offers or other items of value listed on the Website as Rewards will fluctuate based on availability, and may be restricted by geographic area. For example, some Rewards may only be available to Participants in the U.S., while other Rewards may only be available to Participants in Canada. Rewards pictured on the Website may not necessarily reflect exact colors, styles, or models of actual item due to printing variations, availability and/or manufacturer's updates. Sponsor makes no representations, warranties, or guarantees that any particular Reward will be (or will continue to be) available or offered in the Program; availability is limited and is on a first-come, first-served basis. Sponsor reserves the absolute right to modify, change, delete or add Rewards, or any element thereof at any time. Sponsor reserves the right to modify the Point value(s) for any Reward, at any time and for any reason. Refunds, exchanges and other issues regarding a Reward may be governed by the third party vendor's terms and conditions applicable to the redemption and are not the responsibility of Sponsor, Administrator or any other party involved with this Program.

2. Redemption of Points. To spend/redeem your Points, navigate through the redemption section of the Program Website. You can choose any spending activity or item available for which you have accumulated sufficient Points for redemption. Select the Reward you wish to redeem and follow the instructions to complete the redemption process. The total number of Points a Participant can use to redeem an item at any given time is the total number of Points available in their Account at the time of redemption. Once a Participant has redeemed Points on the Program Website, the order is final and the appropriate number of Points will be deducted immediately from the Account, unless otherwise stated herein.

3. Provide Accurate Information. Each Participant is responsible for ensuring all Account information including the mailing address associated with the Account is accurate and up to date. Sponsor is not responsible for inaccurate, incomplete, or erroneous information, nor for the failure of receipt of an item shipped to the mailing address associated with a redeemed Reward. Changes to Accounts, or the information in them, should only be made by the Company Representative.

4. Point Redemptions are Final. Points will not be credited, refunded or placed back in an Account, unless otherwise stated herein. We will not refund any quantity of redeemable Points for any reason after an order has been placed. Merchandise may not be returned except if item is damaged or defective, in which case item must be returned to the vendor who may repair or replace the item in

accordance with their policies. Redeemed Rewards are not refundable, replaceable, or transferable for cash, credit, or other Rewards. Redeemed Rewards earned in the Program may not be re-sold or exchanged for other goods or services except as stated on the Reward.

5. Rewards with Limited Availability. Some Rewards are available in limited quantities, or for a limited time, and will be noted as such. Once the total available number of any such Reward have been claimed, or once the limited time to redeem such Reward has expired, that Reward will be removed from the Program Website. Supplies or redemption time may be limited or discontinued at any time in our sole discretion. Reward may be awarded on a first-come, first-served and while-supplies-last basis. If you redeem your Points for a Reward and we determine that the Reward is unavailable, out of stock or for whatever reason cannot be provided to you, we will “refund” the Points that you exchanged for that Reward.

6. Points Conversion. From time to time we may make items available on the Program Website that will allow you to convert your accrued Points into Reward or similar items based on a pre-determined conversion ratio set by us. You understand and agree that we may set the Points conversion ratio for any such Reward in our sole and absolute discretion and we may change such conversion ratio at any time throughout the Program Period. The conversion ratio for Points may vary.

7. Sweepstakes/Contests. From time to time, as part of the Program activities, Sponsor may elect to conduct sweepstakes, contests or other promotions, some of which may be open for entry only to Participants in the Program, or only within certain jurisdictions (each a “**Sweepstakes**” or “**Contest**”). Any contest, sweepstakes or other promotion we may offer as part of the Program or to Program members, is and will also be subject to separate official rules (“**Official Rules**”), which constitute Additional Terms and will be posted on the Program Website during the applicable promotion period and which will govern Participants’ participation, and our execution, of each such promotion. Methods of participation will be detailed in the applicable Official Rules.

8. Other Terms Applicable to Points Redemption. Certain Rewards, such as higher value merchandise, trips, participation in offers, promotions or events, and/or items with additional terms imposed by the issuer, supplier, vendor, manufacturer, provider of merchandise, items or prizes, or Sponsor will have added restrictions and limitations, which may vary from these Terms (such as age eligibility requirements, imposition of expiry dates, redemption limits, etc.). If, through no fault of their own, a Participant does not qualify for a Reward (because they do not satisfy the additional restrictions and/or limitations particular to such Reward) their Points will be returned to the Account. *Certain Rewards will require the potential Participant to first properly execute, have notarized and timely return an Affidavit (or if Canadian Declaration) of Eligibility, Liability and Publicity Release (or other release documents required by the Reward vendor) as part of the redemption process, or else that individual will not qualify as eligible to redeem that particular Reward.*

Each Participant agrees to be bound to these Terms, to comply with Sponsor’s redemption and verification process and requirements, and any individual Rewards description, requirements and limitations indicated on the Website and/or terms established by the Sponsor or Administrator, all of which are hereby incorporated herein as Additional Terms. Unless otherwise stated in connection with a particular

Reward, a Reward must be utilized only by the Participant, may be used one time only, and cannot be transferred or assigned. We reserve the right to verify your eligibility qualifications prior to fulfilling a reward. Any gift cards, certificates, tickets, events, etc. are subject to the terms and conditions of issuer/organizer as applicable. If lost, stolen, destroyed or damaged, gift cards, gift certificates, certificates, tickets, or merchandise may not be replaced by Sponsor or Administrator.

G. Delivery/Taxes/Warranty

Merchandise Rewards will be delivered to the mailing address provided at time of redemption. Rewards will be shipped via standard mail (or other carrier at the discretion of Administrator) within approximately forty-five days or a longer timeframe indicated at time of order and/or order notification, unless the Program states a different schedule or the particular Reward ordered is limited in quantity, backordered, or out of stock. Rewards can only be shipped within the U.S. or Canada. Some Rewards cannot be shipped to a P.O. Box. Sponsor reserves the right to substitute unavailable Rewards with a like-item of equal or greater value. Online gift certificates/cards/codes items (if applicable) will be sent via e-mail to the e-mail address listed in the Account. Rewards that are misdirected, returned, or undeliverable for whatever reason (including because your Program information is incorrect or delivered into spam/junk folder) will not be re-sent and are forfeited, and the Points will not be refunded.

Participants are responsible for all applicable federal, state, and local taxes, including income tax liability, associated with any Reward or prize acquired under the Program. If a Participant has redeemed, earned or won monies or items or aggregate of money and/or items valued at USD\$600 or over, that U.S. Participant may be required to complete a W-9, and the value of that item(s) will be reported to the IRS. Participants obtaining any Reward(s) may be required to provide his/her Social Security or Social Insurance Number, as applicable, within the timeframe specified for tax reporting purposes prior to any Reward being awarded. Further, Participant will be issued a 1099-MISC (or similar document) from Administrator for the value of the Reward(s) earned. Any required documentation, as determined by Sponsor, must be properly completed and returned within the timeframe indicated on the notification. Non-compliance or failure to timely complete and return required documentation will result in ineligibility to redeem/forfeiture of said Reward (s) and any Points used in association with such item(s). Participant acknowledges that Sponsor may be required to provide or supply certain information to applicable government agencies or departments in regard to any Rewards awarded in connection with the Program. Participant agrees to provide Sponsor with all required information to assist Sponsor in complying with its reporting or withholding obligations.

SPONSOR DOES NOT ENDORSE, OR ASSUME LIABILITY OR RESPONSIBILITY FOR: (A) ANY OF THE SUPPLIERS, MANUFACTURERS, VENDORS, OR PROVIDERS OF REWARDS (COLLECTIVELY, "**SUPPLIERS**"); (B) ANY OF SAID SUPPLIERS' PRODUCTS, SERVICES, ITEMS OR GIFT CARDS; AND (C) FOR ANY OF SAID SUPPLIERS' PRACTICES, POLICIES OR TERMS AND CONDITIONS.

THE PROGRAM REWARDS ARE PROVIDED TO PARTICIPANTS "AS IS" AND SPONSOR DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

H. Program Participation and Technical Problems

If for any reason the Program, or any element thereof, is impaired, not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, cheating, bots/scripts, mechanical or other artifice, regularly-scheduled maintenance, equipment failure, technical failures, a force majeure event, or any other causes similar or dissimilar which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, or any element thereof (as determined by Sponsor in its sole and absolute discretion), Sponsor reserves the right at its sole discretion to rescind Points or forfeit a Reward (even if already redeemed but not yet utilized), or to modify the Program or any element thereof in a manner that best conforms to the spirit of these Terms without suspending it, suspend the Program or any element thereof to address the impairment and then resume in a manner that best conforms to the spirit of these Terms; or cancel, terminate, modify or suspend the Program, or any part thereof. Only if, in Sponsor's sole discretion, it is reasonably commercially practicable and equitable given the situation affecting the Program, Sponsor will attempt to provide Participants ten (10) business days from the date Program termination is announced to redeem any Rewards with eligible, non-suspect Points.

Without limitation, if any suspected attempt, directly or indirectly, by any individual or Participant to use or benefit from the use of mechanical artifice, robotic, repetitive, automatic, bots/scripts, programmed or similar participation or other methods or agents (or Points accrual or entry services) occurs, then Sponsor may, in its sole discretion, immediately invalidate the Account, Points and/or Rewards of such individual(s) suspected of engaging in or benefiting from such methods, and the subject Participant will be disqualified from the Program permanently. Sponsor reserves the right to review any Participant's participation, logs, and activities of any individual and/or Account.

Sponsor reserves the right to suspend or terminate any Account and/or any Participant who, in its sole discretion, is suspected of cheating, engaging in any fraudulent activity or artifice or uses the Program in a manner in violation of or inconsistent with these Terms, or any federal, state or local, laws, statutes or ordinances. Suspension or termination may result in the forfeiture of all accumulated Points, and/or Rewards without compensation therefor.

I. General Conditions

Sponsor has the sole discretion to interpret and apply the Terms and all Additional Terms for the Program. All issues, concerns, questions or disputes regarding the Program, or any element thereof, including, but not limited to, participation and/or a Participant's compliance with these Terms will be resolved by Sponsor or Administrator in their absolute discretion, which decisions shall be final and binding in all respects. Neither Sponsor nor Administrator are responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.

Neither Sponsor nor Administrator are responsible for lost, late, misdirected, incomplete, unintelligible, illegible, stolen, returned, or undelivered mail or e-mail, purchase data, Rewards, Points, prizes/prize notifications, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, app, device, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, cable hardware, software or lines,

or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of any information, nor for the failure to capture any such information. Persons who tamper with or abuse any aspect of the Program or Website, as solely determined by the Sponsor and Administrator, will be disqualified. ANY ATTEMPT BY ANY PERSON TO DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS IN VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor is not responsible for injury or damage to Participants' or to any other person's computer or mobile device related to or resulting from participating in this Program or downloading materials from or use of the Website. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, Program materials and/or any other information relating to this Program, these Terms shall govern.

Neither Sponsor nor Administrator shall be liable to Participants or any other person or entity for failure to execute the Program or any element thereof or supply any items, Points, Rewards, or prizes, or any part thereof, by reason of any threatened or actual: act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, event/experience cancellation/delay, epidemic or pandemic, or any similar or dissimilar event beyond their reasonable control.

To the extent permitted by applicable law, if any provision of these Terms is found to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect. Participants waive any applicable statutory and common law that may permit a contract to be construed against its drafter. Subject headings are provided for convenience only.

When Participants communicate with us electronically, such as via e-mail and text message, Participants consent to receive communications from us electronically. Please note that neither Sponsor nor Administrator are obligated to respond to inquiries that we receive. Participants agree that all agreements, notices, disclosures, and other communications that we provide to Participants electronically satisfy any legal requirement that such communications be in writing.

Sponsor reserves the right, without any limitation, to: (i) investigate any suspected breaches of the Website's security or its information technology or other systems or networks; (ii) investigate any suspected breaches of these Terms and any Additional Terms; (iii) investigate any information obtained by us in connection with reviewing law enforcement databases or complying with criminal laws; (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; (v) prosecute violators of these Terms and any Additional Terms; and (vi) discontinue the Program, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate Participant's access to it, in whole or in part, including any Accounts or registrations, at any time, without

notice, for any reason and without any obligation to Participants or any third party. Any suspension or termination will not affect Participants' obligations to us under these Terms or any Additional Terms. Upon suspension or termination of Participant's access to the Program, or upon notice from us, all rights granted to Participants under these Terms will cease immediately, and Participants agree that they will immediately discontinue use of the Program. The provisions of these Terms and any Additional Terms, which by their nature should survive suspension or termination will survive, including the rights and licenses Participants grant to us in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and dispute resolution.

We may assign our rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by Participants, and Participants may not delegate Participant's duties under them, without the prior written consent of an officer of Sponsor.

Except as expressly set forth in these Terms or any Additional Terms, (i) no failure or delay by Participants or us in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

Participants are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for Participant's access to and use of the Program and Participants will be responsible for all charges related to them.

J. Limitation of Liability

BY PARTICIPATING IN THE PROGRAM, PARTICIPANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, OTHER PROGRAM ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF INTELLECTUAL PROPERTY, PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF: (A) THE PROGRAM AND WEBSITE, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, PARTICIPANT'S USE OF OR INABILITY TO USE THE PROGRAM OR WEBSITE OR THE PERFORMANCE OF THE PROGRAM OR WEBSITE; (B) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY RELEASED PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING PARTICIPANT'S ACCESS TO OR USE OF THE PROGRAM; (C) ANY FAILURES, ERRORS OR OMISSIONS IN THE PROGRAM'S OR WEBSITE'S TECHNICAL OPERATION; (D) ANY DAMAGE TO ANY USER'S DEVICE,

HARDWARE, SOFTWARE, MODEM, OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE, OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING LOSSES OR DAMAGES IN THE FORM OF LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR EQUIPMENT FAILURE OR MALFUNCTION; (E) THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION, OR MISUSE OF A REWARD OR ANY ELEMENT THEREOF AND RELATED ACTIVITIES, AND (F) PARTICIPATION IN THE PROGRAM AND/OR PROGRAM RELATED ACTIVITY. The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Released Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether Participants bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of God or other force majeure, telecommunications failure, or destruction of the Program). To the fullest extent permitted by law, Participants covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROGRAM, PARTICIPATION IN PROGRAM AND/OR RELATED ACTIVITIES, THE USE OR MISUSE OF AN ITEM OR PRIZE OR ANY ELEMENT THEREOF, OR ACCESS TO, AND USE OF ANY PARTICIPATING WEBSITE(S)/APP OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE(S). WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE, INCLUDING THE PROGRAM, 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, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RELEASED PARTIES' TOTAL LIABILITY TO PARTICIPANTS, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH PARTICIPANT'S ACCESS TO AND USE OF THE PROGRAM AND PARTICIPANT'S RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID SPONSOR IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY A SUPPLIER.

BY PARTICIPATING IN THE PROGRAM, TO THE FULLEST EXTENT PERMITTED BY LAW A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING, ANY CLAIM OR ACTION RELATED TO PROGRAM MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

K. Participant's Right of Publicity License

By participating in the Program, Participants hereby irrevocably grant, where lawful, the non-exclusive, royalty-free, irrevocable right to the use (but without obligation) by Sponsor (and their affiliated companies and their respective authorized representatives) of their name, image, photographs, videotape, electronic record, likeness, hometown name, biographical information, voice as well as any statements made by Participants regarding the Program or Sponsor (provided they are true) for publicity,

trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including, but not limited to, the Internet, mobile devices, World Wide Web, and any other method of digital, electronic or paper publication, now or existing in the future, without additional compensation, and without the right of review, notification or approval.

L. Fraud

The Program is a service provided to Participants, and Sponsor reserves the right to terminate or suspend an Account or any Participant's participation in the Program and/or void a Participant's Points if any Participant is suspected of engaging in or benefitting from fraudulent or improper activity, Participant's participation in the Program reflects unfavorably on or brings Sponsor or Administrator into public disrepute or scandal, or Participant otherwise uses this Program other than in accordance with these Terms and applicable law.

M. Indemnity

IN EXCHANGE FOR ALLOWING PARTICIPANT TO PARTICIPATE IN THE PROGRAM, PARTICIPANTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO INDEMNIFY, DEFEND (AT OUR OPTION) AND HOLD SPONSOR, ADMINISTRATOR AND ALL OTHER PROGRAM ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL THIRD PARTY DAMAGES, LOSSES, LIABILITIES, CLAIMS, COSTS, INVESTIGATIONS, JUDGMENTS, FINES, PENALTIES, SETTLEMENTS, INTEREST, EXPENSES OR DEMANDS, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, THAT DIRECTLY OR INDIRECTLY ARISE FROM OR ARE RELATED TO: (I) PARTICIPANT'S USE OF THE PROGRAM AND HIS/HER ACTIVITIES IN CONNECTION WITH THE PROGRAM; (II) PARTICIPANT'S BREACH OR ANTICIPATORY BREACH OF THESE TERMS OR ANY ADDITIONAL TERMS; (III) PARTICIPANT'S VIOLATION OR ANTICIPATORY VIOLATION OF ANY LAWS, RULES, REGULATIONS, CODES, STATUTES, ORDINANCES, OR ORDERS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITIES IN CONNECTION WITH PARTICIPANT'S USE OF THE PROGRAM OR PARTICIPANT'S ACTIVITIES IN CONNECTION WITH THE WEBSITE AND THE PROGRAM; (IV) INFORMATION OR MATERIAL TRANSMITTED THROUGH PARTICIPANT'S DEVICE OR ACCOUNT, EVEN IF NOT SUBMITTED BY PARTICIPANT, THAT INFRINGES, VIOLATES, OR MISAPPROPRIATES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY, OR OTHER RIGHT OF ANY PERSON OR ENTITY; (V) ANY MISREPRESENTATION MADE BY PARTICIPANTS; AND (VI) OUR USE OF THE INFORMATION THAT PARTICIPANT'S SUBMIT TO US (ALL OF THE FOREGOING, "CLAIMS AND LOSSES"). PARTICIPANTS WILL COOPERATE AS FULLY REQUIRED BY US IN THE DEFENSE OF ANY CLAIMS AND LOSSES. NOTWITHSTANDING THE FOREGOING, WE RETAIN THE EXCLUSIVE RIGHT TO SETTLE, COMPROMISE, AND PAY ANY AND ALL CLAIMS AND LOSSES. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY CLAIMS AND LOSSES. PARTICIPANTS WILL NOT SETTLE ANY CLAIMS AND LOSSES WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF AN OFFICER OF SPONSOR. WE ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, NETWORK CONNECTIONS OR INCOMPLETE OR DELAYED COMPUTER TRANSMISSIONS, REGARDLESS OF CAUSE.

BI WORLDWIDE HAS REPRESENTED TO GOODMAN THAT BI WORLDWIDE IS FAMILIAR WITH THE LAWS AND REGULATIONS THAT APPLY TO PROGRAMS SUCH AS THE "DEALERFIRST LOYALTY PROGRAM" THAT BI WORLDWIDE HAS ENGAGED BI WORLDWIDE TO PREPARE AND ADMINISTER FOR GOODMAN (THE "DFLP"), UNDERSTANDS THAT GOODMAN IS RELYING ON THAT FAMILIARITY IN ADOPTING THE DFLP AND IN ENGAGING BI WORLDWIDE TO ADMINISTER IT, AND AGREES TO INDEMNIFY, DEFEND AND HOLD GOODMAN HARMLESS FROM AND AGAINST ANY CLAIMS OR SUITS AGAINST GOODMAN

ASSERTING THAT THE DFLP OR BI WORLDWIDE'S ADMINISTRATION OF THE DFLP VIOLATES ANY APPLICABLE LAW OR REGULATION, AND AGAINST ANY PENALTIES AND OTHER LIABILITIES INCURRED BY GOODMAN AS A CONSEQUENCE OF SUCH CLAIMS OR SUITS.

N. Waiver of Injunctive or Other Equitable Relief

IF A PARTICIPANT CLAIMS THAT HE/SHE HAS INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH HIS/HER PARTICIPATION IN THE PROGRAM, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE ANY PARTICIPANT TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH ANY CLAIM, PARTICIPANTS AGREE THAT THEY WILL NOT SEEK, AND THAT THEY WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF THE PROGRAM, ANY REWARD ACTIVITY, ANY WEBSITES, APPLICATION, CONTENT, USER CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY US (INCLUDING YOUR LICENSED USER CONTENT).

O. Dispute Resolution Process

This Program, the Terms and any interpretation, questions, claims, disputes, or litigation concerning or arising from or relating thereto are governed exclusively by the laws of Texas, regardless of conflict of law principles.

To the extent permitted by law, Sponsor and Participant shall resolve any claims or disputes arising from or relating to this Program, the terms and conditions of this agreement, its negotiation, its interpretation, or its termination by the following sequence of exclusive dispute resolution methods: (a) good faith negotiations; (b) if necessary, non-binding mediation using a mutually acceptable neutral mediator in accordance with rules and procedures that the parties shall reasonably establish, with the associated mediation costs shared equally; and (c) as a last resort, either party may commence litigation, provided, however, that any lawsuit shall be commenced only in a federal or state court of competent jurisdiction in Harris County, Texas, and Participant consents to the venue and personal jurisdiction of such court without regard to conflict of laws. EXCEPT TO THE EXTENT PROHIBITED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO ASSERT, PROCEED, JOIN OR FORM A CLASS ACTION LITIGATION OR PARTICIPATE IN A JURY TRIAL WITH RESPECT TO ANY CLAIMS OR DISPUTES ARISING FROM OR RELATING TO THE PROGRAM, THE TERMS AND CONDITIONS OF THIS AGREEMENT, ITS NEGOTIATION, INTERPRETATION BY SPONSOR OR ADMINISTRATOR, OR ITS TERMINATION.

Nothing in this section shall preclude either party from taking any action reasonably necessary to prevent immediate and irreparable harm to that party; provided, however, that any such party remains obligated to resolve the underlying claim or dispute giving rise to such action by means of the dispute resolution methods of this section.

A party shall commence efforts to resolve a claim or dispute arising from or relating to this Program no later than one year after the claim or dispute arises.

P. Communications, Notices and Customer Service

By signing-up for the Program, Participants agree that: (i) we may give you notices of important matters by prominently posting notice on the home page of the Program or in another reasonable manner we determine in our sole discretion; and (ii) we may contact you and send you communications by postal mail and e-mail at the addresses provided in your Account. These communications may include marketing communications about the Program as well as other promotional offers unrelated to the Program and you consent to receive these communications from us even if you previously indicated to us that you no longer wanted to receive communications from us. Your sign-up to the Program will serve as your express agreement to receive these marketing and similar communications from us. You may prospectively modify certain types of email communications that you receive from us relating to the Program by following the instructions contained within such emails. Such changes will only impact our email communications to the extent described in the modification process. You agree to promptly notify us if you change your e-mail or mailing address by updating your Account.

If you have a question regarding using the Program, you may contact us using the “Contact Us” form available on the Website. You acknowledge that the provision of customer support is at our sole discretion and that we have no obligation to provide you with customer support of any kind.