

## HAYWARD "GET PAID TO UPGRADE" PROGRAM TERMS AND CONDITIONS

Terms Last Updated: 24<sup>th</sup>, March 2025

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS CONCERNING THE UPGRADE TO HAYWARD CONVERSION PROGRAM. THESE TERMS AND CONDITIONS (DEFINED BELOW) CONTAINS A BINDING ARBITRATION PROVISION WITH A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE REVIEW THOSE SECTIONS CAREFULLY.**

Membership in the Hayward "Get Paid to Upgrade" Conversion Program (the "**Program**") is subject to the Program's Terms and Conditions set forth below ("**Terms and Conditions**", or "**Terms**"). These Terms and Conditions supersede all previous rewards or loyalty program terms and conditions, rules, regulations, policies and procedures that may have been in effect. The current phase of the Program is scheduled to end on March 31, 2026, 11:59:59 p.m. ET, or such other date as specified by the Sponsor (defined below) in its sole discretion ("**Program Period**"). By opening or creating a Hayward "Get Paid to Upgrade" Conversion Program account ("**Account**") or by using the Account to earn or redeem Digital Cash Awards (the "**Cash Awards**"), you agree that: (1) you have read, understood, accept and agree to abide by these Terms and Conditions, Sponsor's website's terms and conditions available at <https://hayward.com/web-site-terms-conditions/>, and Sponsor's privacy policy available at <https://hayward.com/privacy-policy>; (2) you are eligible for participation; and (3) you consent to the Sponsor's processing of data that is personal to you, and disclosure of such data to third parties, in accordance with the Sponsor's Privacy Policy.

**If you require clarification or further information regarding the Program these Terms or the Sponsor's Privacy Policy, please send an email to the following email address: [help@promotions.hayward.com](mailto:help@promotions.hayward.com), BEFORE you create an Account.**

### **A. Overview of the Program.**

1. The Program is sponsored by Hayward Industries Inc., ("**Sponsor**", "**we**", "**our**", "**ours**" or "**us**") through which pool servicers ("**Participants**" or "**You**"/"**you**") can earn Cash Awards by completing certain Proof of Competitive Product Replacement transactions as further defined and detailed in Section C below.
2. To become a participant in the Program, you must have, or create an account ("**Account**"). Create Your Account by following the instructions at <https://promotions.hayward.com/en-US> (the "**Program Site**"). Once you have been approved to have an Account, and upon successfully completing Upgrade Transactions (defined below) you can log in and follow the instructions to complete Proof of Competitive Product Replacement(s) (defined below). Each Proof of Upgrade will add Cash Awards to your Account. The amount of the Cash Award that can be earned varies by the Upgrade Transaction and as provided for in Section C of these Terms and Conditions. You can then redeem these Cash Awards as provided for in Section D of these Terms and Conditions.

### **B. Participation in the Program.**

1. Participation in the Program is open to Participants who are legal residents of the United States (the "**Eligibility Area**"), who are pool servicers and installers of Sponsor's products and who are at least

eighteen (18) years of age as of the date of registration in the Program (or any older age of majority as specified in their state of residence). The Program is void where otherwise prohibited. The Program is sponsored by Hayward Industries Inc., 1415 Vantage Park Dr, Charlotte, North Carolina, 28203 ("**Sponsor**") and administered in part by Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, Maryland 20816 ("**Administrator**"). Employees of the Sponsor, the Administrator, and its and their affiliated and related companies (including, without limitation, their respective parent, sister and subsidiary companies, advertising and promotional agencies, or other party in any way involved in the development or administration of this Program (collectively, the "**Program Parties**"), suppliers of materials or services related to the Program, or a member of the immediate family or household of any such person, are excluded from participation in the Program. In these Terms and Conditions, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate in the Program.

2. Participants may maintain only one Account and pooling of Cash Awards by multiple individuals is not permitted. The Program is open to individuals only who register using their legal name. Any registration made under an alias will be a violation of these Terms and Conditions. Please review any individual promotion and sweepstakes rules for details of eligibility and income tax implications. You may update or change the email address(es) associated with your Account, in the reasonable discretion of Sponsor.
3. Participation in the Program constitutes your agreement to be bound by these Terms and Conditions, and your representation that you meet the eligibility requirements set out in these Terms and Conditions. Those who do not comply with these Terms and Conditions may be prohibited from participating in the Program.

### C. Earning Cash Awards

1. Participants can earn Cash Awards by installing any of the Sponsor's products found on the 2024 Eligible Products list located on [www.Promotions.Hayward.com](http://www.Promotions.Hayward.com) at their client's location as a replacement for an existing product at such location that is not a Sponsor Product (the "**Upgrade Transaction**"), and thereafter within sixty (60) days of the Upgrade Transaction visit the Program Site (<https://promotions.hayward.com/en-US>), log into their Account and follow instructions and complete the steps and upload the various items as specified on the Program Site to establish the satisfactory completion of the Upgrade Transaction (the "**Proof of Upgrade**"), including without limitation the following items (all specified photographs should be png, jpeg, pdf, and tiff file types with a maximum file size of 10MB): (a) a 'before installation' photograph clearly depicting the product to be replaced; (b) a 'serial number' photograph clearly displaying the serial number of the new Hayward product installed (c) an 'after installation' photograph of the new Hayward product installed with the Hayward® logo visible in the image; and (d) certain other information as requested by Sponsor.

**NOTE:** You must complete the required Proof of Upgrade within sixty (60) days of the Upgrade Transaction in order to be eligible to earn the applicable Cash Award.

2. The amount of Cash Awards that you are eligible to earn depends on the applicable Participating Product installed in the Upgrade Transaction, in accordance with the 2024 Eligible Products list found on [www.Promotions.Hayward.com](http://www.Promotions.Hayward.com). Cash Awards for an Upgrade Transaction will only be credited to one (1) Account, irrespective of the number of individuals involved with the applicable purchase transaction. For tips on how to properly submit required items go to [www.Promotions.Hayward.com](http://www.Promotions.Hayward.com).
3. There is no limit on the number of Cash Awards you can earn; and all Cash Awards validly earned will be displayed in the "Wallet" section of your Account, which you can access by visiting the Program Site (<https://promotions.hayward.com/en-US>) and logging into your Account.

4. You will be responsible for ensuring the accuracy of your Account. If you believe your Account is not accurate, or that Cash Awards were not credited properly, please send an email to [help@promotions.hayward.com](mailto:help@promotions.hayward.com). In addition, from time to time, Sponsor may communicate additional bonus offers including, but not limited to, additional bonus Cash Awards on certain Upgrade Transactions. Sponsor shall have no liability for any printing, production, typographical, mechanical or other errors, any materials advertising the Program, or Cash Award balances in a Participant's Account. Sponsor reserves the right to delay the processing of Proof of Upgrades, restrict access to your Account or remove Cash Awards from an Account if it determines in its sole discretion that such Cash Awards were obtained fraudulently or that Cash Awards were improperly credited to such Account.
5. As a Participant, you are solely responsible for maintaining the accuracy and confidentiality of your Account, email address and password and you agree to accept responsibility for all activities that occur under your Account. Failure to abide by the Program Terms and Conditions or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation or fraudulent activities in connection with the Program may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of participation in the Program, as well as forfeiture of Cash Awards accrued to date and any other benefits you've earned in connection therewith including, but not limited to, the cancelation of pending orders, in Sponsor's sole discretion.
6. Each Participant is responsible for reading the Program Terms and Conditions, and any newsletters and/or Account statements that the Sponsor may send, in order to understand their rights, responsibilities and status in the Program, as well as the structure for earning Cash Awards and to remain knowledgeable as to the number of Cash Awards in their Account.
7. Cash Awards are not transferable or assignable for any reason, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale, barter, transfer, or assignment of any Cash Awards, other than by Sponsor, is strictly prohibited.

#### **D. Redeeming Cash Awards**

1. To redeem Cash Awards, visit the Program Site <https://promotions.hayward.com/en-US>), log in to your Account and thereafter click on "Redeem" button and following the instructions provided to first choose the gift card or other digital payment card via which you want to obtain your Cash Award from the options provided (such payment card, the "**Payment Card**", and such options, the "**Payment Card Catalog**") and thereafter obtain the Payment Card. You will receive an email confirmation that the Reward has been ordered and the associated Cash Awards will be deducted from your Account for that item. All redemptions are subject to these Terms and any conditions or limitations stated in the Payment Card Catalog and in any additional terms and conditions as may be imposed by the issuer of a Payment Card and communicated to the Participant.
  - **NOTE:** The Payment Card Catalog may change periodically and without notice, so be sure to visit [[www.Promotions.Hayward.com](http://www.Promotions.Hayward.com)] often to see what Payment Cards are currently available. Payment Cards are offered while supplies last and are not guaranteed to be available at all times during the Program and void where prohibited.
  - You will receive an email confirmation that the applicable Payment Card has been ordered and the associated Cash Awards will be deducted from your Account for that redemption. If you do not receive such confirmation within two (2) business days after your attempted redemption, please contact [help@promotions.hayward.com](mailto:help@promotions.hayward.com).
  - All Payment Cards will be delivered to the email address you provide when registering your Account forty-eight (48) to seventy-two (72) hours from successful redemption, so please ensure that your Account has the most current details. Neither Sponsor nor Administrator are responsible for any

incorrect or inaccurate information provided by you or on your behalf, including, but not limited to any non-delivery of any Payment Cards. Fulfillment times may vary; and multiple Payment Cards ordered at the same time may arrive separately.

- **NOTE:** Payment Cards may expire and if so, will be indicated in the terms and conditions of the Payment Card as specified by the issuer and the mailings associated with the Payment Card.
2. Once your redemption order of a Cash Award for a Payment Card has been confirmed, the order is final, and the appropriate number of Cash Awards will be deducted immediately from your Account. Cash Awards will not be refunded or placed back into a Participant's Account after a redemption transaction has been completed.
  3. Sponsor make no warranties or guaranties, express or implied, including implied warranty of merchantability, fitness for a particular purpose, and implied warranties arising from course of dealing with respect to any Payment Cards obtained through the Program.
  4. All Payment Cards are fulfilled subject to product availability.

#### **E. TAX INFORMATION:**

Redeemed Cash Awards may constitute taxable income to you. All federal, state, local, and other taxes on redeemed Cash Awards and any other costs and expenses associated with Payment Card acceptance (and use) not expressly set forth herein as being provided/paid for by Sponsor or Administrator, are your sole responsibility. A 1099 tax form (preceded by a W9 Form to be completed by you) will be issued to you for any Cash Awards redeemed with a value totaling \$600.00 or more in any calendar year.

#### **F. Inactive Accounts**

Sponsor reserves the right to remove all Cash Awards from an Account in the event of inactivity for such period of time as determined by Sponsor in its sole discretion. Inactivity is defined as no Proof of Upgrade transactions, no Cash Awards earned, no login to Account or no Cash Award redemptions. Sponsor is not obligated to provide extensions and no exchanges will be allowed for Cash Awards that have been removed from an Account based upon inactivity.

#### **G. Modification and/or Termination of Program**

1. Sponsor reserves the right to modify the Program, including the Terms and Conditions governing the Program, at any time, with or without notice, even though these changes may affect a Participant's ability to accumulate and redeem Cash Awards. Continued participation in the Program after such action by Sponsor constitutes acceptance of any modification to the Program, including changes to the Terms and Conditions.
2. Without limiting the generality of the preceding Section, Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Program at any time. In the event any of these actions are taken by Sponsor, this may affect a Participant's ability to accumulate and redeem Cash Awards. In the event the Program is terminated, Sponsor may in its sole discretion notify Participants of such termination and may provide information on the last day to earn Cash Awards, to accumulate Cash Awards and to redeem Cash Awards, if applicable. After that time, any Cash Awards remaining in a Participant's Account will be forfeited.

#### **H. General Terms and Conditions**

1. By participating in this Program, you agree to release and hold harmless the Program Parties and its and their subsidiaries, affiliates, representatives and agents (including any third parties who assist in the administration and fulfillment of the Program) and the respective directors, officers and employees of each from any and all liability for claims, injuries, losses or damages of any kind, including:
  - Any injury, accident, loss, claim, expense, or damages you or anyone with your experience when completing any Upgrade Transaction and/or using any Payment Card. To the maximum extent permitted by law, any Program Party's liability to you, if any, shall not exceed the actual value of the Cash Awards(s) actually redeemed by you relating to such injury, claim, etc.
  - Any claims, expenses and legal fees arising from or related to any violation of these Terms by you or anyone using your Account.
  - Any typographical errors or omissions in any Program-related document.
  - The use of any personal or other information you provide to any merchants in connection with processing your Cash Award redemption.
  - Delayed or lost correspondence sent by U.S. mail or any other form of **delivery**, including email.
  - Any error, omission, interruption, deletion, defect, delay, theft, destruction, unauthorized access to, or alteration of Cash Awards earned and redeemed or other Program activities.
2. All Participants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor in its sole discretion, including, without limitation, government issued photo identification): (i) for the purposes of verifying your eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Proof of Upgrade and/or other information for the purposes of this Program; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the Sponsor's interpretation of the letter and spirit of these Terms and Conditions. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by or on behalf of the Sponsor, may result in disqualification at the sole and absolute discretion of the Sponsor.
3. Sponsor reserves the right to suspend or discontinue the eligibility of any Participant who uses, or is suspected of using, the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of the Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
4. Sponsor is not liable for problems related to any of the equipment or programming associated with or utilized by the Participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any website or online service, for any other technical or nontechnical error or malfunction, for lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail or other mail or email for any reason.
5. Any attempt by any Participant to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
6. All questions or disputes regarding eligibility for the Program, the availability of items, Cash Awards balances or a Participant's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion. For all such questions and disputes, please send an email to [help@promotions.hayward.com](mailto:help@promotions.hayward.com).

7. Neither Sponsor nor any Program Party is responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.
8. Third-party suppliers, including, but not limited to the Administrator, are independent contractors; they are not employees of Sponsor.
9. Participants are responsible for maintaining current Account Information, including email address and physical mailing address, as this information will be used to contact Participants regarding their Account and their activity with the Program.
10. The Program is subject to all applicable laws and regulations. The laws of the State of North Carolina, without regard to its conflict of laws principles, will govern these Terms and Conditions, as well as your and Program Parties' observance of them. If you take any legal action relating to your use of this Program or these Terms and Conditions, you agree to file such action only in the state or federal courts located in Charlotte, North Carolina. YOU HEREBY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS DESCRIBED ABOVE.
11. The failure of Sponsor to comply with the Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state, or local governmental authorities or for any other reason beyond the reasonable control of Sponsor or any Program Party, shall not be deemed a breach of the Terms and Conditions. If any such contingency last for more than sixty (60) days, Sponsor shall have the right to terminate the Program immediately by giving notice and shall have no further obligation to any member.
12. Sponsor's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Sponsor in writing.
13. Please review Sponsor's Privacy Policy at <https://hayward.com/privacy-policy> which governs the Program to understand our practices in connection with the use and protection of your personal information.