

**Hayward® Industries, Inc.**

**Totally Hayward® Partner Program Terms & Conditions**

The Totally Hayward Partner Program Terms and Conditions (the “Terms and Conditions”) relate to your participation in the Totally Hayward Partner Program (the “Program”), which is operated by Hayward Industries, Inc. (“Hayward”). By participating in the Program, you represent that you have read, understand and agree to be bound by these Terms and Conditions, which may be modified at any time without notice in Hayward’s sole discretion, and accept and agree with the decisions of Hayward, which are final and binding. Any changes to these Terms and Conditions will be posted on HaywardRewards.com (the “Website”), so please visit the Website on a regular basis. Your continued participation in the Program after a change has been posted constitutes your acceptance of any changes to these Terms and Conditions. If you do not agree to these Terms and Conditions or any changes to these Terms and Conditions, you may not participate in the Program.

**ELIGIBILITY**

The Program is open only to Hayward customers who are builders, retailers and/or servicers of swimming pool equipment located in the 50 United States and the District of Columbia that, each calendar year (i.e., from January 1 through December 31 of a particular year) (the “Program Period”), purchase a minimum of 30 Hayward Expert Line® in-ground products from three product lines from an authorized Hayward distributor (“Participant”), two of which must be a Hayward pump and filter. The third product must be a Hayward heater, heat pump, cleaner, sanitization system or control; salt cells and UCL lights are excluded. Participants will be enrolled in the Program by their Hayward Sales Representative. Hayward’s advertising, promotional or fulfillment agencies, as well as members of their immediate families, are not eligible. Businesses identifying primarily as Internet-based are not eligible to participate in the Program. This offer is void where prohibited or restricted by law. All federal, state and local laws and regulations apply.

**PROGRAM PERIOD**

The Program is an ongoing customer loyalty program that enables Participants to earn points for every qualifying purchase of eligible Hayward products made during the “Program Period”, which can then be redeemed for rewards, subject to these Terms and Conditions.

**EARNING POINTS**

Participants shall earn points for each unit purchased of an eligible Hayward product. Please refer to the list of Totally Hayward Eligible SKUs, which is available at the Website, for a list of all eligible products (the “Eligible Product List”). The Eligible Product List also identifies the amount of points assigned to each eligible product. Hayward reserves the right to add eligible products to or remove eligible products from the Eligible Product List from time to time and without notice. If a product is removed from the Eligible Product List, any points previously

awarded in connection with the purchase of such product will remain in the Participant's account.

Points earned in connection with Program are not transferable, have no cash value, may not be substituted for product credit, and cannot be redeemed for cash. Participants' redemption of points earned in connection with the Program cannot be combined with any other offers, unless otherwise expressly authorized by Hayward. Points earned are based on net units sold and exclude all promotions and returns.

## **BONUS POINTS**

Participants may earn bonus points by purchasing at least one unit of an eligible Hayward product from four (4), five (5) or seven (7) Totally Hayward product categories: pump, filter, heat, cleaner, sanitization, control and LED lights during the Program Period. This bonus will be calculated based on the highest common quantity of Totally Hayward products purchased. See [haywardrewards.com](http://haywardrewards.com) for details.

## **POINTS REPORTING**

Your sales activity will be submitted to Hayward Rewards Headquarters by your participating authorized Hayward distributor(s). Authorized Hayward distributors shall submit Participant's sales activity electronically, on a monthly basis.

A Participant's Performance Statement is available for the Participant's review at any time by logging onto your account at [haywardrewards.com](http://haywardrewards.com).

Participants are responsible for monitoring their point balance by logging on to their account at the Website. Participants shall report any point discrepancies to [support@HaywardRewards.com](mailto:support@HaywardRewards.com) within ninety (90) days from the date of purchase.

## **REDEEMING POINTS**

Only Participants who are active members of the Program during the Program Period may redeem points. Points earned in the Program may be redeemed as soon and as often as Participants like once minimum requirements have been met. Points earned during the Program Period can be redeemed until three months after the Program Period in which the points were earned. March 31, 2024 In the event that Hayward terminates the Program, Participants shall have ninety (90) days from the date Hayward issues a notice of termination to redeem their points.

All redemptions are final. Points credits will not be issued for cancelled, exchanged, or returned rewards.

## **HOW TO ORDER REWARDS**

Points may be redeemed for the rewards listed in the online rewards catalog located at the Website. Hayward reserves the right to modify the list of rewards, as well as their corresponding point values, at any time for any reason. Hayward reserves the right to substitute rewards of equal or greater value in its sole discretion.

Participants may redeem points for merchandise, travel, wearables or co-op materials at any time, provided that they have accrued the amount of points required for the reward(s) chosen. Participants may redeem points for a Hayward rebate check only when a minimum of 5,000 points are in their account. All rewards are subject to availability, and Hayward does not guarantee or warrant in any way that the rewards offered under the Program are or will be available.

Participants may order rewards via the Internet by visiting the Website, logging-in to their account, browsing the online catalog and dropping the reward(s) they desire into their shopping cart. Allow 4-6 weeks for delivery of your rewards.

The total points redeemed for all rewards must be less than or equal to the total points available in Participant's account at the time the reward is ordered. In the event that Participants do not have a sufficient amount of points for the reward(s) they seek, they may purchase rewards points at 20¢ per point at any time to obtain the necessary total points for any given reward. Notwithstanding the foregoing, Participants may not purchase points to obtain Hayward rebate checks. A Participant's check for the necessary amount should be made payable to Totally Hayward Rewards. Call 1-877-922-4483 for additional details regarding purchasing points.

All purchases for items from the rewards catalog are final and the points will be deducted from Participant's account when the rewards order is placed.

## **GENERAL RULES**

1. Hayward, in its sole discretion, reserves the right to suspend or deactivate a Participant's account, which will lead to the points earned being canceled, and the Participant shall not be able to claim any compensation whatsoever, and reserves the right to take appropriate legal action in the event of any action by Participant that disrupts or is likely to disrupt the normal operation of the Program, and in particular in the event of fraud, attempted fraud, illegal activity, or misuse or attempted misuse of the benefits offered under the Program, in the event of Participant's failure to comply with these Terms and Conditions or for any other reason.
2. Program Participants must provide their federal ID number if Participant is a corporation or their Social Security number if Participant is an individual. Hayward will mail a 1099 form to individual Participants only, when their total rewards redeemed exceed \$600 within one calendar year.
3. Participants are responsible for the payment of all taxes and delivery fees which may result from Participants' participation in the Program. All sales taxes and delivery fees attributed to rewards shall be paid by the Participant at the time of point redemption.

4. From time to time, Hayward may offer promotions in connection with the Program, which will be subject to their own terms and conditions. All sales taxes and delivery fees attributed to prizes awarded in connection with any promotion shall be paid by Hayward. Income and all other taxes are the sole responsibility of the prize recipient.
5. Program Participants accept and agree to be bound by these Terms and Conditions and the decisions of Hayward Industries, Inc., which are final in all respects. To earn points, Participants must validate their accounts annually by: logging into their account, accepting the Terms and Conditions, and confirming the contact information required by their account login. Upon account validation, Participants will access points earned as of January 1 of the Program Period.
6. Program Participants agree to the use of their name and/or photograph in any Hayward advertising or publicity associated with this Program without any additional compensation, where permitted by law.
7. All brand and product names are trademarks of their respective companies.
8. Participants who unenroll or are unenrolled from the Program will lose all accumulated points and benefits.

#### **LIMITATION OF LIABILITY**

Hayward and Hayward's subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and each of their respective officers, directors and employees (collectively, the "Hayward Entities") shall not be held liable for (a) any errors, including typographical errors, in the offer or administration of the Program, including, but not limited to, errors in any Program-related materials, including all advertising for the Program, these Terms and Conditions, the crediting or debiting of points from a Participant's account, or the distribution of a reward; (b) incorrect or inaccurate information, or for any faulty or failed electronic data transmissions; (c) any loss or misdirection of, or delay in receiving, any communication, including a reward order from a Participant, or a Program reward; (d) the acts of omissions of third parties; (e) any unauthorized access to, or theft, destruction or unauthorized redemption of, a Participant's points or a Program reward; (f) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Program; (g) inaccessibility or unavailability of any network or wireless service, the Internet or Website or any combination thereof; (h) suspended or discontinued Internet, wireless or landline phone service; or (i) any injury or damage to Participant's or to any other person's computer or mobile device, which may be related to or resulting from any attempt to participate in the Program or download of any materials in the Program.

If the Program is not capable of running as planned for any reason, which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, regularly scheduled maintenance, or any other causes which may corrupt or

affect the administration, security, fairness, integrity or proper conduct of this Program, or any other reason, including, but not limited to Acts of God, pandemics, governmental orders or regulations, or any other cause beyond any of the Hayward Entities' control, Hayward reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program in whole or in part.

In no event shall the Hayward Entities be liable for any direct, indirect, incidental, special, consequential or punitive damages, which arise out of or concern the Program, including Participant's participation in the Program, Hayward's operation of the Program, or these Terms and Conditions.

If a third party brings a claim against the Hayward Entities related to or resulting from Participant's participation in the Program, violation of these Terms and Conditions and/or use of any Program reward, Participant agrees to indemnify and hold the Hayward Entities harmless from and against all liabilities, claims, actions, demands, damages, losses and expenses of any kind (including reasonable legal fees and costs) related to such claim.

The Hayward Entities disclaim all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness of products or services provided through the Program, including, but not limited to, Program rewards.

## **WAIVER & SEVERABILITY**

Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision by us. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

## **CHOICE OF LAW / JURISDICTION**

The Program is governed by the laws of the State of New Jersey without regard to conflicts of law principles. Participants consent to the jurisdiction and venue of the federal or state courts located in the State of New Jersey for the resolution of any disputes, claims and causes of action arising out of or relating to this Program or the Reward (individually, "Claim"). All Claims shall be resolved individually, without resort to any form of class action. Any claims, judgments and/or awards shall be limited to actual out-of-pocket costs incurred, including without limitation costs incurred with entering this Program. Participant hereby waives any rights or claims to attorney's fees, indirect, special, punitive, incidental or consequential damages of entrant, identifiable persons, or third party participants, whether foreseeable or not and whether based on negligence or otherwise.