

## IDEAL Champions Club™ Loyalty Program Terms and Conditions

These terms and conditions govern the overall IDEAL Champions Club Loyalty Program. The IDEAL Champions Club Loyalty Program is a free membership brought to you by IDEAL Electrical (collectively “we,” “us,” “our,” “ours,” Your participation or use of any membership or related benefits in the Program (“Membership”) at any time subjects the user (“you,” “your,” “yours,” “Member”) to the provisions of these terms and conditions, as amended from time to time.

### 1. MEMBERSHIP AND GENERAL TERMS/CONDITIONS

(a) Members of the Program agree to these terms and conditions (this “Agreement”), as published and subject to periodic update at <https://www.idealnationals.com/content/idealnationals/en/Champions-Club.html>. This Agreement replaces all previously published information, and Members have the responsibility to check for any updates. If this Agreement is updated, any changes will apply to all Members, including Members enrolled before IDEAL Electrical posts the updated text, except as may be prohibited by law. IDEAL Electrical may change this Agreement, in whole or in part, at any time without notice, even though changes may affect rewards and benefits earned before such changes.

(b) By enrolling in the Program, Members agree to receive advertising, marketing materials and other Program communications. Members will be asked to provide a valid email address, name, and other contact information in order to receive benefits and reward notifications. We may request proof of identification and age to verify (A) your eligibility for Program Membership, (B) Membership participation, and (C) your compliance with this Agreement. We cannot assume any, and disclaim all, liability for correspondence, mail or e-mail that is lost, delayed or misdirected.

If you provide IDEAL Electrical with your mobile telephone number for promotional purposes you agree that SK Hand Tools may send to your mobile telephone number autodialed SMS (text) messages regarding offers. Recurring messaging and frequency may vary. Message and data rates may apply. To quit, text “STOP” to any text message you receive. If you reply “STOP,” IDEAL Electrical may send you an additional message confirming your “STOP” request. Text messages may not be available on all mobile carriers. If you sign-up for additional mobile programs in connection with the Program, you may receive additional messages in connection with such program. See Paragraph 1(h) below to obtain or view a copy of IDEAL Electrical’s Privacy Policy.

(c) Membership is open to residents of the United States who are 18 years of age or older.

(d) Membership accounts, benefits, coupons, special offers, and rewards (i) are nontransferable, except to a new membership account for the same member in the case of a lost or stolen account number, (ii) have no cash value and are not gift cards or gift certificates, (iii) may not be offered for resale, and (iv) are not redeemable for cash under any circumstance unless required by law. Accumulated coupons, rewards and special offers do not constitute property of the Member, nor are accumulated coupons, rewards and special offers transferable by the Member upon death, as part of a domestic relations matter or otherwise. Coupons, rewards, special offers, tier cost, and other benefits of the Program may be taxable to the Member where required by law. IDEALCash™ may not be used toward the purchase of IDEAL Electrical gift certificates.

(e) Entities or persons using the Program for profit are not eligible to become or remain Members. Membership is intended for individual use only, and is not available to organizations, legal entities or groups such as, but not limited to businesses, churches, daycare, non-profits, etc. Abuse of the Program, including failure to follow this Agreement, may result in cancellation of the Member’s Account, future disqualification from participation and forfeiture of all coupons, IDEALCash™, rewards and special offers accrued, in addition to other remedies available to us under applicable law. In connection with the

enforcement of any provision of this Agreement governing the Program, IDEAL Electrical reserves the right to take appropriate legal action as it deems necessary and will be entitled to recover damages, attorneys' fees and court costs as allowed by applicable law.

(f) Members have the right to cancel their Membership at any time.

Members have a right to cancel by e-mailing: Nationals@idealindustries.com.

IDEAL Electrical reserves the right to suspend or terminate a Membership, including any associated accounts, without notice, for any reason in our sole discretion, including, without limitation, violation of this Agreement or fraudulent behavior by a Member. In the event of any such termination by IDEAL Electrical, existing rewards (including coupons and IDEALCash™) will be forfeited. Examples of fraudulent behavior that may result in Membership cancellation include but are not limited to (1) posting Member directed promotional offers or coupons, or an account number on websites or reproducing for use by third parties or public websites. We may terminate or alter any or all of the benefits available under the Program at any time with or without notice. In the event of our termination of the Program, at our election we may maintain Membership benefits until expiration of special offers.

Memberships may be closed and/or coupons or IDEALCash™ reverted due to any type of computer or technical issues that may arise. This would include any type of electronic malfunctions or human error on behalf of IDEAL Electrical employees and agents. IDEAL Electrical will, to the best of its ability, attempt to later fix any accounts that were closed due to any of these reasons and reapply any coupons existing at the time the issue arose.

(g) From time to time, Members may be eligible for sweepstakes, contests or other promotions. Participation in such events shall be subject to the terms, conditions and rules published at the time of such event and applicable state laws.

(h) Privacy Policy: The information provided by the Member is subject to and will be handled according to IDEAL Electrical Privacy Policy, available at <https://www.idealnationals.com/content/idealnationals/en/privacy-policy.html>.

## 2. BENEFITS

The Program entitles Members to the following coupons, rewards, special offers, and other Membership benefits. All benefits, coupons, rewards, special offers, and other savings received are treated as discounts for tax purposes.

(a) **Sign-Up Coupon.** Upon validly signing up for new Membership, each Member receives a single-use coupon for up to 25% of their first purchase on IDEALNationals.com. A Member may redeem his/her coupon by providing the applicable coupon code at the time of purchase.

(b) IDEAL Electrical may award IDEALCash™ to Members, or to any subset of Members, from time to time. IDEAL Electrical makes no representations that all Members will be treated equally in the Program.

(c) **Other Benefits.** From time to time, IDEAL Electrical, in its discretion, may offer additional benefits and promotions to its Members. For example,

- At any given time, IDEAL Electrical may sponsor sweepstakes. Each sweepstakes will have its own set of terms and conditions; IDEAL Electrical employees and family members are not eligible to

win. Depending on the sweepstakes, Members may receive automatic entry with each use of their account number.

- At any given time, IDEAL Electrical may provide eligible Members with IDEALCash™ promotions. Each promotion will have its own set of terms and conditions and may require the Member to opt into the promotion. Members will be notified of the promotions via email and/or SMS.
- Members are eligible to receive special gifts and rewards at the Sponsors' discretion.

### **3. RETURNS**

For our return policy, please see our Terms and Conditions of Sale, which are incorporated by reference and made a part hereof, located at <https://www.idealnationals.com/content/idealnationals/en/terms-and-conditions-of-sale.html>.

### **4. IDEAL CHAMPIONS CLUB MEMBERSHIP PROGRAM - MEMBERSHIP FEE.**

The annual Membership fee for the IDEAL Champions Club Loyalty Program tier \$0. IDEAL Champions Club Loyalty Program Members may cancel membership at any time as described above in Paragraph 1(f).

### **5. IDEAL CHAMPIONS CLUB MEMBERSHIP PROGRAM - TERM.**

The IDEAL Champions Club Loyalty Program term is unlimited as long as the member has not cancelled IDEAL Champions Club membership.

### **6. DISCLAIMERS; LIMITATION OF LIABILITY.**

USE OF THE PROGRAM AND ANY OF ITS ASSOCIATED BENEFITS IS AT MEMBER'S SOLE RISK. THE MEMBERSHIP BENEFITS ARE PROVIDED ONLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. SK HAND TOOLS AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY "MEMBERSHIP PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MEMBERSHIP PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MEMBERSHIP PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE PROGRAM OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF MEMBER'S PROGRAM DATA; OR (iv) ANY OTHER MATTER RELATING TO THE PROGRAM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **7. GOVERNING LAW.**

This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles.

**8. BINDING ARBITRATION.**

Any controversy or claim arising out of or relating to this Agreement (including any breach hereof) or the Program shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude SK Hand Tools from seeking any injunctive relief in State or Federal courts for protection of its intellectual property rights (including such rights of its licensors).

**9. ACKNOWLEDGMENT.**

This Agreement, including all documents referenced herein, represents the entire understanding between us and any user of the Program with respect to the Program and supersedes any other agreements, statements or representations. Headings used in this Agreement are for reference only and shall not affect the meaning of any terms. Any user of any portion of the Program is deemed to have accepted the terms and conditions of this Agreement.

**10. CHANGES TO THIS AGREEMENT.**

We may change the terms of this Agreement at any time without notice or liability by posting a revised Agreement on the Program website located at [idealnational.com](http://idealnational.com). Any change shall take effect immediately upon posting, unless otherwise provided.