

## **Terms & Conditions of the Upgrade to Hayward Conversion Program**

PLEASE READ THE FOLLOWING TERMS CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS CONCERNING THE UPGRADE TO HAYWARD CONVERSION PROGRAM (THE “**PROGRAM**”).

THIS AGREEMENT CONTAINS A BINDING ARBATRATION 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.

BY PARTICIPATING IN THE PROGRAM YOU AGREE TO ACCEPT THESE PROGRAM TERMS AND CONDITIONS (THE “**TERMS**”) AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND CONSENT TO THESE TERMS, HAYWARD’S TERMS OF USE AND TO HAYWARD’S PRIVACY POLICY.

### **1. Program Information, Definitions, and Changes**

The Program is a U.S.-based program offered exclusively by, and at the sole discretion of, Hayward Industries, Inc. (“**Hayward**,” “**we**,” “**our**,” “**ours**,” and “**us**”). Individuals participating in this Program (also referred to as “**you**,” or “**your**”) agree to be bound by these Terms. This Program applies to select in-ground and above-ground Hayward products including, but not limited to; pumps, heaters, filters, sanitization, automation, water features, lighting and valves (“**Covered Goods**”). It only applies to finished goods. These Terms supersede all previous terms and conditions applicable to the Program or any past iteration thereof.

These Terms contain the entire understanding between you and us regarding the Program. HAYWARD MAY CHANGE THE PROGRAM AND THESE TERMS AT ANY TIME AND FOR ANY REASON. Accordingly, at our sole discretion we have the right to modify, add or delete all or any portion of the Terms at any time, with or without notice. If notice of such action is required by law, it will be provided in accordance with such laws. In all matters relating to the administration of the Program, the decisions of Hayward will be final.

All information collected in connection with the Program is subject to Hayward’s [Privacy Policy](#). Purchases made on the Hayward websites are subject to the [Website Terms & Conditions](#). In the event that any Website Terms & Conditions conflict with these Terms, these Terms will control.

### **2. Administrator:**

Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, Maryland 20816 (“**Administrator**”).  
Collectively with Hayward (“**Released Parties**”).

### **3. Eligibility**

To be eligible to participate in the Program, you must be at least 18 years of age; be a resident of the United States; and provide valid and accurate personal information when enrolling. Notwithstanding anything to the contrary in these Terms, Hayward reserves the right to approve or deny submissions to any individual for any reason whatsoever.

### **4. Submitting a Reward**

The Program allows you to submit reward claims on replacements of Covered Goods made from May 16, 2023 to May 15, 2024. Reward submissions must be made online prior to May 31, 2024. You may submit your rebate online at [promotions.hayward.com](https://promotions.hayward.com), where you may also check the status of your rebate after submission. Hayward reserves the right to change or cancel this Program without prior notice. Please keep a copy of all materials submitted for your records. All requests and documents submitted will become the property of Hayward Industries, Inc.

Processing of your submission will take approximately 48 hours from the time the Submission is properly received by or on behalf of Hayward. Once your Submission is processed, you will be notified via email, whether such Submission has been successfully validated or a reason why such Submission could not be processed at such time, as determined by Hayward in its sole and absolute discretion. It is your responsibility to check the applicable email account for such notification including in the inbox, spam or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in your mailbox or telephone to receive e-mail messages, or other communications. All Submissions and Images shall become the property of Hayward and will not be returned. Program is void where taxed, prohibited, or restricted by law. Duplicate requests will not be honored. All Submissions and Participants are subject to verification at any time and for any reason. Hayward reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to us 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 Request and/or other information for the purposes of this Program; and/or (iii) for any other reasonable reason we deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the our interpretation of the letter and spirit of these Terms.

Participants who are eligible to receive their Digital Reward will receive an email from the Administrator (the “**Email**”) with instructions on how to redeem their Digital Reward, including by clicking on a provided link, entering a provided code, and choosing their Digital Reward (the “**Reward Instructions**”). The Email shall be delivered to the email address Participant provided during registration. Please allow at least 48 hours from successful validation of submission(s) for delivery of the Email. Rewards must be redeemed in accordance with these Terms and Conditions and the Reward Instructions. To use the Digital Reward, follow the Reward Instructions provided in the Email communication and any other terms and conditions of the Rewards issuer. Each Digital Reward must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Hayward in its sole and absolute discretion). Hayward reserves the right, in its sole and absolute discretion, to substitute any Digital Reward or a component thereof with a prize of equal or greater retail value, including, without limitation, but at our sole and absolute discretion, a cash award. Rewards will only be awarded to the person whose verifiable full name and valid e-mail and/or mailing address appears on the registration form associated with the Submission in question. You are responsible for any damage/loss due to use of a Digital Reward. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Digital Reward.

## **5. Exclusions**

Theft, diversion, reproduction, sale or purchase of the Terms is prohibited. This Program is good only in the USA. Covered Goods must be purchased from a Hayward authorized dealer. Rewards will not be honored without required documentation. This includes: (a) a completed submission form and (b) images

of replaced equipment and installed equipment. Void where taxed, restricted or prohibited. Limit of one reward per purchase of Covered Good.

## **6. LIMITATIONS OF LIABILITY AND DAMAGES**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE PROGRAM IS PROVIDED ON AN “AS IS” BASIS. HAYWARD DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.**

**YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. NEITHER HAYWARD NOR ITS VENDORS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE PROGRAM.**

**YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS HAYWARD AND ITS RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, VENDORS AND AFFILIATES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, RESULTING OR ARISING OUT OF YOUR BREACH OF ANY OF THESE TERMS.**

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if we were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Program).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

Notwithstanding the foregoing, any liability that we may have to you in connection with the Program shall be limited to the amount actually paid by you for a Covered Good. In North Carolina, this Section does not apply to liability due to intentional or reckless conduct, gross negligence, strict liability, negligence, or violation of a statutorily imposed duty on the part of Hayward or its respective affiliates, officers, directors, employees, service providers or agents.

## **7. DISPUTE RESOLUTION**

**Please read this section carefully – it may significantly affect your legal rights. It contains procedures for binding arbitration and a waiver of jury trial and class action.**

- A. You agree that any claim or dispute arising out of or relating in any way to your participation in the Program will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. **YOU UNDERSTAND AND AGREE TO SUBMIT TO ARBITRATION PROCEEDINGS TO SETTLE ANY DISPUTES HEREUNDER, THAT SUCH ARBITRATION WILL BE IN LIEU OF LITIGATION**

- B. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, may award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.
- C. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the following address: Hayward Industries, Inc., ATTN: Legal Department, 1415 Vantage Point Drive Suite 400, Charlotte, NC 28203.
- D. Arbitration under this Agreement will be conducted by the American Arbitration Association (“AAA”) under its rules then in effect. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules.
- E. YOU AND HAYWARD AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. If for any reason a claim proceeds in court rather than in arbitration, we both agree that we have each waived any right to a jury trial.
- F. Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.
- G. IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITES, APPLICATION, CONTENT, USER CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY US OR A LICENSOR OF HAYWARD.
- H. Any arbitration shall be held in Clemmons, North Carolina (the “**Dispute Resolution Location**”). To the extent arbitration does not apply, you agree that any dispute arising out of or relating to the Website, Services or us, may only be brought by you in a state or federal court located in the Dispute Resolution Location. **YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN THE DISPUTE RESOLUTION LOCATION.**

## 8. Taxes

You are solely liable for any applicable taxes arising out of the Program. Consult your tax advisor concerning such tax consequences.

## 9. Governing Law

The Program is not available where and to the extent prohibited by law. If any part of these Terms conflict with applicable law or are otherwise invalid, that provision will be deemed severed from these Terms and the remainder of the Terms will remain in effect. We will not lose our rights under these Terms because we choose to delay or not enforce them. The Program and these Terms are governed by federal law and, to the extent state law applies, the laws of the State of North Carolina, without regard to its conflicts of law provisions.

## 10. General

We reserve the right, without any limitation, to: (i) investigate any suspected breaches of our site's security or its information technology or other systems or networks; (ii) investigate any suspected breaches of these Terms and any additional terms (e.g., website terms of use); (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 (vi) discontinue the Program, in whole or in part. The provisions of these Terms and any additional terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you 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 mandatory arbitration. You 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 your access to the Program and you will be responsible for all charges related to them.

The merchants represented through the Digital Reward are not sponsors of the program or otherwise affiliated with this company. The logos and other identifying marks are trademarks of and owned by each represented company and/or its affiliates.

**Amazon:** Restrictions apply, see [www.amazon.com/gc-legal](http://www.amazon.com/gc-legal)

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**Walmart:** For balance inquiry, call 1-888-537-5503 or go to [Walmart.com/giftcards](http://Walmart.com/giftcards) or [samsclub.com](http://samsclub.com). Use this card at any Walmart store or Sam's Club in the U.S. or Puerto Rico, or on-line at Vudu, Inc., [Wal-Mart.com](http://Wal-Mart.com) or [Samsclub.com](http://Samsclub.com). The balance on this card is a liability of Wal-Mart Stores Arkansas, LLC. This card cannot be redeemed for cash except where required by state law. Lost or stolen cards will not be replaced. Walmart may refuse to accept this card and to take action, including balance forfeiture, for fraud, abuse or violations of terms. Terms and conditions subject to change without notice. See [Walmart.com](http://Walmart.com) for complete terms. Treat this card like cash.