

## **Hayward Rewards - Terms & Conditions**

The Hayward Rewards Terms and Conditions (the “Terms and Conditions”) relate to your participation in the Hayward Rewards 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 Hayward.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.

These Terms and Conditions are also subject to Hayward’s privacy policy (available at <https://hayward.com/privacy-policy/>) and website terms and conditions (available at <https://hayward.com/web-site-terms-conditions/>), both of which are incorporated herein by reference. By participating in the Program, you agree to allow Hayward to use your data for commercial purposes.

### **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 (the “Participants”) that, each calendar year (i.e., from January 1 through December 31 of a particular year) (the “Program Period”) purchase eligible Hayward® brand products from an authorized Hayward distributor. Hayward’s advertising, promotional or fulfillment agencies, as well as members of their immediate families, and Private Label and businesses identifying primarily as Internet-based/W3 SKUs 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 DESCRIPTION**

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

### **MEMBERSHIP TIERS**

There are three membership tiers: (1) Bronze, (2) Silver, and (3) Gold. Participant’s tier status for a Program Period will be calculated based on the Participant’s spend on eligible purchases of Hayward® brand products during that Program Period as follows:

- Bronze: spend up to \$49,999 per Program Period + Earn 1.5% back on total spend which will be converted to points

- Silver: spend \$50,000 - \$99,999.99 per Program Period + Earn 1.80% back on total spend which will be converted to points
- Gold: spend \$100,000 or more per Program Period + Earn 2.16% back on total spend which will be converted to points

Eligible purchases exclude W3 SKUs purchased online, as well as taxes, fees, and shipping and delivery charges. Upon entry into the Program, a Participant will automatically be placed in the Bronze tier. Participants maintain their tier status for the calendar year following a Program Period unless Participants unenroll from or are unenrolled from the Program.

## **EARNING POINTS**

Participants shall earn points for each unit purchased of an eligible Hayward® brand product based on their qualifying tier status

From time-to-time Hayward may provide Participants with the opportunity to participate in offers to earn additional points. Each such offer will be subject to its own terms and conditions that are determined by Hayward in its sole discretion and can be modified or terminated by Hayward for any reason. For example, through such offers, Participants may accrue points by attending product trainings, Hayward-sponsored events or certain trade shows, or by engaging with Hayward partners. The terms and conditions of any additional offer are incorporated into, and become a part of, these Terms and Conditions.

## **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 Hayward.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 Rewards-Support@Hayward.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 to dollar conversion ratio is 10 points = \$1.00. A Participant will not be considered an active member of the Program if the Participant fails to make a purchase. Points earned during the Program Period can be redeemed until three months after the Program Period in which the points were earned i.e., March 31, 2026. 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.

## **POINTS EXPIRATION**

If a Participant's account remains inactive for a period of twelve (12) months all unredeemed rewards points will automatically expire. "Inactive" means there has been no qualifying purchase, point accrual, or redemption activity during that period. Once expired, points cannot be reinstated or transferred.

## **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 and for any reason. Hayward reserves the right to substitute rewards of equal or greater value in its sole discretion.

Participants may redeem points for pre-selected Hayward® brand pool products, merchandise, travel or wearables 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 they have at least 5,000 points accrued in their Rewards 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 by visiting the Hayward.com Website and 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 the Participant's account at the time the reward is ordered. In the event that Participants do not have a sufficient number of points accumulated for the reward(s) they seek, they may purchase rewards points at checkout to obtain the necessary total points for any given reward.

All purchases of items from the rewards catalog are final, and the points will be deducted from the 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. By joining the Program, Participants consent to receiving marketing e-mails from Hayward. Participants may opt out of receiving marketing e-mails at any time.
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. 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 be able to access points earned as of January 1 of the Program Period. If a Participant does not validate its account annually, it will forfeit all points accrued during the Program Period.
5. Program Participants agree to the use of their name, image and/or likeness in any Hayward advertising or publicity associated with this Program without any additional compensation, where permitted by law.
6. All brand and product names are trademarks of their respective companies.
7. Participants who unenroll or are unenrolled from the Program will lose all accumulated points and benefits.

## **LIMITED 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) lost or stolen account information; (d) any loss or misdirection of, or delay in receiving, any communication, including a reward order from a Participant, or a Program reward; (e) the acts or omissions of third parties; (f) any unauthorized access to, or theft, destruction or unauthorized redemption of, a Participant's points or a Program reward; (g) 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; (h) inaccessibility or unavailability of any network or wireless service, the Internet or Website or any combination thereof; (i) suspended or discontinued Internet, wireless or landline phone service; or (j) 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, a 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, except for those limited warranties associated with Hayward® brand pool products.

## **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 North Carolina 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 North Carolina 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.

## **Hayward Industries, Inc.**

### **Hayward Reward Program Terms & Conditions**

#### **REDEEMING POINTS FOR PASSPORT TO PARADISE TRIPS**

Points earned in the Program may be redeemed for the Hayward Passport to Paradise Trip ("Trip").

For 2025, the Trip is scheduled for December 7 to 12 to Punta de Mita, Mexico. Registration for the Trip is scheduled for August 2025. Point deductions and cash payments must be made by September 30, 2025, to validate your registration.

Active members of the Program have the sole option to register for a Land Package, which does not include airfare (the "Land Package") for two people at a cost of 100,000 points, \$10,000 or a combination of both points and cash. (One Hayward point is worth \$0.10.) You agree to pay the full amount owed on the Land Package based on occupancy at the time of registration.

Hayward is offering "early-bird" pricing for a Land Package through May 1, 2025 to members that RSVP for the trip. The early-bird offer is \$8,500 or 85,000 points for one Land Package. This offer is non-refundable. Once your RSVP is submitted and accepted by Hayward, Hayward will invoice you for the \$8,500 or deduct the points from your account.

A Land Package for two includes a deluxe room, airport ground transportation to and from the resort, exclusive concert, social events hosted by Hayward, special amenities, double occupancy room credit to be used while on property. You are responsible for submitting your air itinerary to Program Headquarters to access the airport ground transportation.

Hayward utilizes a third-party vendor, JNR Incorporated ("Program Headquarters") to facilitate planning the Trip. You are welcome to contact Program Headquarters for your trip air travel needs. You are responsible for all related costs including airfare, fees, and service charges. Neither Hayward nor any third party working with Hayward is responsible for cancellations and/or refunds for air travel.

Program Headquarters will supply all recommended information for the Program. Please note that there are necessary requirements when traveling internationally such as a valid passport. Additionally, some countries may require additional documentation such as immigration forms and visas. Your failure to successfully complete these requirements will not constitute a refund from Hayward or any third party working with Hayward.

If you cancel the Land Package 45 to 90 days before the Trip, Hayward will make every effort to reinstate applicable points or if you used cash towards the Land Package, Hayward would make every effort to refund you the full amount paid by cash.

If you cancel the Land Package in less than 45 days from the start of the Trip and Hayward cannot recover deposits, room and board costs, Hayward will deduct all associated lost costs at a rate of 10 points per \$1 up to the full value including more than the points deducted to register for the Trip. If you cancel the Land Package within less than 45 days of the start of the trip, and you use cash towards the Land Package, Hayward will deduct all associated lost costs before issuing you a

refund, if applicable. Trip cancellations made on Hayward's behalf will be considered on a case-by-case basis.

Points earned in the Program cannot be combined with points earned in the Paramount points program for the Trip. In the case that a Trip does coincide or overlap with a Paramount trip, and you register for extended dates or the stay dates overlap, the primary Hayward Program points will absorb the deductions.