

## **Oldcastle Partner Rewards Program Terms and Conditions**

Welcome to the Oldcastle Partner Rewards Program ("Program"). The Program is an annual program that runs from January 1 through December 31 of each calendar year.

Your participation in the Program constitutes your agreement with all the Program terms set out below as they may be amended from time to time by Oldcastle APG, Inc. (sometimes referred to herein as, "Oldcastle APG") Please read these terms carefully and keep a copy of them for your reference. Oldcastle APG reserves the right in its sole discretion to amend, suspend, terminate, or change the Program and Program rules at any time without notice.

### **Eligibility**

Only licensed, residential contractors headquartered in the United States and Canada are eligible. For the purposes of these Terms and Conditions, the term "Program member" shall mean and include a corporation, partnership, limited liability company or sole proprietorship that is eligible for and enrolled in the Program. Only one Program member may be maintained per company. In the case of a sole proprietorship, the sole proprietor must be at least 21 years of age to become a Program member. Certain customers may be ineligible to participate in the Program, as determined by Oldcastle APG in its sole discretion, including but not limited to product resellers, retail customers, home builder accounts, Government accounts and national accounts customers.

If a Program member elects to unenroll in the Program or cancel its Program account, points will no longer be earned under the Program and any unused points will be forfeited and unusable. Additionally, upon unenrollment or cancellation by a Program member, such member will not be eligible for re-enrollment in the Program within the same calendar year. Re-enrollment will not result in the recoupment of previously forfeited points.

Only one Program account shall be maintained per Program member and points are not transferable between Program members. Each Program member must designate one contact person ("Contact Person") for purposes of the Program. Each Program member shall be responsible for advising Oldcastle APG of any changes to the Contact Person or address relating to its Program account.

Oldcastle APG has sole authority in determining any company's eligibility to participate in the Program or whether the redemption of available points for any Program award is in accordance with these Terms and Conditions.

### **Program Earning**

Points are awarded for purchasing eligible Oldcastle APG outdoor building brands' products and are redeemable for awards in a program awards catalog, which is available on [OldcastlePartnerRewards.com](http://OldcastlePartnerRewards.com). Points are based on eligible Oldcastle APG outdoor building brands' product purchases.

To receive points, you must submit valid invoices for Oldcastle APG outdoor building brands' product purchases. Invoices must clearly and legibly show Oldcastle APG outdoor building brands' products and purchase amounts. Invoices must be submitted by 1/31 of the following year in order to qualify for previous tier achievement. For example: For 2024, an invoice dated 10/2/24 must be submitted by 1/31/25 to be eligible for tier achievement. Invoices dated in 2024 that are submitted after 1/31/25 will be automatically declined. Updated tiers will become effective on 3/1 of the following calendar year.

After reaching \$7,500 in eligible Oldcastle APG outdoor building brands' product purchases, you earn 1 point per invoice dollar claimed back to dollar one. Points will not become redeemable until the Bronze tier is achieved. Contractors will achieve a one-time point bonus once they hit each tier threshold. Threshold bonuses are earned as they are hit and so are cumulative in value. Contractors maintain their

tier status through February of the following year or until they tier-up again. Tier bonuses can be earned again in each calendar year.

### **Point Expiration**

Points earned in a calendar year expire at the end of the following calendar year. For example, if points are earned on 2/1/24, they will expire on 12/31/25. Contractors that go out of business can continue to redeem remaining points until the points expire.

### **General Terms**

- **Privacy Policy:** Contractor shall, and shall cause its suppliers and subcontractors to abide by the CRH Supplier Code of Conduct which can be viewed at <http://www.crh.com/our-group/ourpeople/corporate-governance/codes-of-conduct>.
- **Publicity:** Except where prohibited, contractor consents to Oldcastle APG's use of contractor's name, likeness, photograph, voice, opinions, biographical information, and state for promotional purposes in any media without further payment or consideration
- **Release:** By participating, each contractor agrees to release and hold harmless Oldcastle APG, its subsidiaries and its affiliated companies, ITA Group, Inc., and all other entities involved in the development, administration or implementation of the Program, as well as their respective officers, directors, employees, agents, representatives, shareholders, successors and assigns ("Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Program or resulting directly or indirectly, from acceptance, possession, use, or misuse of any benefit awarded in connection with the Program, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.
- **Limitations of Liability:** TO THE FULLEST EXTENT PERMITTED BY LAW, OLDCASTLE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS PROGRAM.
- **Disputes:** ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS PROGRAM SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN COBB COUNTY, GEORGIA. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION UNLESS THE PARTIES MUTUALLY AGREE TO USE AN ALTERNATIVE ARBITRATION SERVICE. AAA'S APPELLATE RULES SHALL APPLY. JUDGMENT UPON ANY AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF, IF NECESSARY. NO JUDGMENT SHALL BE CONSIDERED FINAL UNTIL ANY RIGHTS TO APPEAL HAVE BEEN EXHAUSTED OR WAIVED.

**Disclaimer of Agency or Partnership.** With respect to the Oldcastle Partner Rewards Program ("Program"), the terms "Partner(s)" "Program Member(s)", and "Contractor(s)" (collectively the, "Participants") mean independent customers and nothing in the Terms And Conditions set forth herein or the participation of the Participants under the Program shall constitute (or be deemed to constitute in law or in equity) a partnership, agency, fiduciary, distributorship, employment, contractor, or joint venture relationship between the Participants and Oldcastle APG, Inc. Neither Participant nor Oldcastle APG, Inc. are, nor will be deemed to be, the legal representative or agent of the other, nor shall either Participant nor Oldcastle APG, Inc. have the right or authority to assume, create, or incur any third party liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other. In addition, neither Participant nor Oldcastle APG, Inc. shall be deemed to be a member of a partnership with the other for tax or any other purpose whatsoever.