



## Rain Bird Agency Rewards Program Agreement

This Rain Bird® Agency Rewards™ Program Agreement (the “Agreement”) sets forth the terms and conditions of the Agency Rewards Program (the “Program”) offered by Rain Bird Corporation (“Rain Bird”) that apply to participating public agencies and nonprofit organizations (“Participants”). This Agreement (and the Program Details) are important and affect your legal rights, so please read them carefully. Note that this Agreement contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

By enrolling in or earning or redeeming Points (as defined below) under the Program, a Participant agrees to the terms and conditions of the Program as set forth in this Agreement (as amended by Rain Bird from time to time available at <https://ww2.rainbird.com/agencyrewards/downloads/RainBirdAgencyRewardsAgreement.pdf>) as well as the Program details set forth at <https://www.rainbird.com/agencyrewards> (the “Agency Rewards Website”).

This Agreement (and the Program Details) may be revised at any time for any reason, and Rain Bird may provide you notice of these changes by any reasonable means, including by providing notice through the Rewards Website. You can determine the last update to this Agreement and/or the Program Details by referring to the “Last Updated” legend at the bottom of this Agreement. Except to the extent prohibited by law, by continuing to participate in the Program, you confirm your acceptance of the revised Agreement and/or Program Details and all the terms incorporated herein by reference. We strongly recommend that you periodically visit the Agency Rewards Website to review this Agreement and the Program Details. If you do not agree to the revised Agreement and/or Program Details, you may not participate in the Program.

**Program Overview:** Under the Program, Participants earn Rain Bird Points (“Points”) when they purchase certain Rain Bird products from authorized Rain Bird distributors (“Distributors”) or from Rain Bird directly. (The term “Distributor” does not include mass retailers, home improvement centers, do-it-yourself stores, or other like entities, and therefore does not include companies such as Home Depot® and Lowe’s.®) Upon request, Participants can redeem their Points for rewards (“Rewards”) that may include but are not limited to: (a) Training and (b) credits issued by Rain Bird in the Participant’s name and posted to the Distributor’s account with Rain Bird designated by the Participant (“Distributor Credits”).

**The Program:** Points and Rewards are void where restricted or prohibited by law. There is one Participant level in the Agency Rewards Program. The Rewards available are described on the Agency Rewards Website.

**Membership Qualifications:** All professional public agencies and non-profit agencies in the United States and Canada are eligible to participate in the Program. Participants must meet and continue to satisfy the eligibility requirements as set forth on the Agency Rewards website. Rain Bird reserves the right to determine who may participate in the Program.

**Registration:** Public agencies and non-profit agencies may enroll in Agency Rewards by visiting <https://www.rainbird.com/agencyrewards>. All individuals enrolling and/or participating in the Rain Bird Agency Rewards Program represent and warrant to Rain Bird that they are duly authorized to act on behalf of the enrolled agency and to enroll, participate, and receive Rewards in the Rain Bird Agency Rewards Program on behalf of the

public agency and/or non-profit agency. A Participant and its affiliates and subsidiaries may be considered as a single Participant record. When an agency becomes a Participant, Rain Bird will create for the Participant a Participant account and will issue to the Participant a Program Member Identification Number ("Member ID"). The Participant's Member ID must be used by the Participant in all Program communications. Participant is solely responsible for maintaining the security of its Member ID. In the event that Participant becomes aware that the security of its Member ID has been comprised or breached, Participant must notify Rain Bird and secure a new Member ID. Any individual who changes a Participant's contact information represents and warrants to Rain Bird that he or she is duly authorized on behalf of the Participant to make such changes. Rain Bird assumes no responsibility for enrollment forms or other documents that are delayed, lost or stolen.

**Earning Rain Bird Points:** Participants earn Points by purchasing qualifying Rain Bird turf irrigation products ("Turf Products") from Distributors in the United States (or in such other countries as Rain Bird may designate from time to time). The term "Turf Products" includes all residential, commercial, and landscape drip, but does not include golf, agricultural or consumer products and parts, or any other products that Rain Bird designates as non-qualifying. Information on qualifying Turf Products can be obtained at any time by contacting Rain Bird. To determine if a supplier is a Distributor, call 1-800-247-3782. Points will not be awarded for Turf Products purchased from suppliers, including sub-distributors, who are not authorized Rain Bird distributors. A Participant will begin earning Points with respect to purchases of Turf Products from Distributors made on and after the first day of the calendar quarter in which the Participant enrolls in the Program. Specifically, a Participant who enrolls in January, February or March will begin earning Points for qualifying purchases made on or after January 1; a Participant who enrolls in April, May or June will begin earning Points for qualifying purchases made on or after April 1; a Participant who enrolls in July, August or September will begin earning Points for qualifying purchases made on or after July 1; and a Participant who enrolls in October, November or December will begin earning Points for qualifying purchases made on or after October 1.

**Submitting Invoices:** As a Participant, it is your responsibility to ensure that your qualifying purchases of Turf Products are reported to Rain Bird. When a qualifying purchase is made, the Participant must complete a Rain Bird Rewards Invoice Submission Form ("Invoice Submission Form"), which is available on the Agency Rewards Website, attach original or photocopied paid invoices showing the purchase of Turf Products, and mail them to the address designated by Rain Bird. The Invoice submission Form must contain Participant's Member ID. In addition, invoices must contain the Participant's name and location, the Distributor's name and location, date of purchase, invoice date, and the model number, quantity, unit price, and extended price of each item purchased. Submissions of paid invoices to Rain Bird must be postmarked within three weeks after the end of each calendar quarter. Specifically, submissions of January, February and March paid invoices must be postmarked by the end of the third week in April; submissions of April, May and June paid invoices must be postmarked by the end of the third week in July; submissions of July, August and September paid invoices must be postmarked by the end of the third week in October; and submissions of October, November and December paid invoices must be postmarked by the end of the third week in January of the following year. Invoice submissions postmarked beyond the due dates will not be accepted. In addition, certain Distributors submit to Rain Bird on a quarterly basis reports of Participant purchases of Turf Products, which reports may eliminate a Participant's need to submit Invoice Submission Forms. It is the Participant's sole responsibility to (a) determine whether a Distributor submits such reports and whether the reports contain all of the information required to be included in an Invoice Submission Form, (b) notify such a Distributor of Participant's membership in the Program and the Participant's Member ID and (c) monitor the accuracy and timing of the Distributor's reporting with respect to the Participant. By participating in the Program, each Participant authorizes Distributors to submit records of the Participant's Rain Bird product purchases on behalf of the Participant to Rain Bird. Distributor reports of Participant purchases of Turf Products are subject to the same timing requirements discussed in the previous paragraph with respect to Invoice Submission Forms (for example, a Distributor report with respect to Participant purchases of Turf Products made in January, February and March must be postmarked by the end of the third week in April). The total amount of invoices submitted at any one time or purchases with respect to Turf Products included in a Distributor report will be rounded to the nearest one-dollar (\$1.00) increment. In the event that the Program is offered through Rain Bird or its affiliates in countries in addition to the United States, Participants that conduct transactions in a non-U.S. currency must provide information with each invoice regarding its U.S. dollar equivalent, based on an exchange rate established by an independent third

party that is reasonably acceptable to Rain Bird, and the third party and the rate of exchange must be identified on or with the invoice. A Distributor report that is in a non-U.S. currency must also include information with each invoice regarding its U.S. dollar equivalent, based on an exchange rate established by an independent third party that is reasonably acceptable to Rain Bird, and the third party and the rate of exchange must be identified on or with the report. Rain Bird may, in its discretion, use another third party exchange rate to convert any such transaction to U.S. dollars. Points (and any corresponding Rewards) may be revoked in the event Turf Product sales are reversed or final payment is not received as well as in cases where the Points were improperly awarded due to mistakes or errors. There may be up to a six-week delay before Points are posted to a Participant's account. Rain Bird reserves the right to correct errors with respect to Points, Rewards, or a Participant's account at any time and will inform Participant of any changes by mail, phone, fax or e-mail. Upon Rain Bird's request, Participant must provide Rain Bird with proof of invoice authenticity and payment. Rain Bird reserves the right to audit and verify invoices and/or Distributor reports for authenticity and accuracy. All invoices and other documents that a Participant submits to Rain Bird will become the property of Rain Bird and will not be returned. Rain Bird assumes no responsibility for Invoice Submission Forms, invoices, reports or other documents that are delayed, lost or stolen in the mail.

**Rain Bird Points:** To determine the number of Points earned by a Participant on a qualifying Rain Bird purchase, Rain Bird applies the appropriate percentage to the purchase. Purchase amounts are calculated net of all taxes, discounts, returns, and rebates and are converted to U.S. dollars if applicable as discussed above. Each \$0.05 resulting from this calculation earns one (1) Point. For example, as discussed above, the base rebate percentage for an Agency Rewards Participant is 3.5%. Applying this percentage to a \$100 purchase results in \$3.5. \$3.5 divided by \$0.05 equals 70, which is the number of Points earned by an Agency Rewards Participant on a \$100 purchase. No Points will be earned until a Participant has spent at least \$5,000 on Turf Products in a calendar year, including without limitation a Participant who earned Points in a preceding year. However, once the \$5,000 purchase minimum is met, Points will be awarded on purchases of Turf Products from \$1 to \$5,000. Points are not redeemable in cash, have no cash value, and may not be assigned, transferred or used for any other purpose without the prior written consent of Rain Bird. Rain Bird may place restrictions on the use of Points from time to time by providing notice to Participants. Points that are not used during the calendar year in which they are earned are carried over to the next calendar year. Except to the extent that such expiration is prohibited by law, Points expire at the end of the second calendar year following the year in which they are earned. For example, Points earned at any time during 2023 will expire and be of no further use after December 31, 2025.

**Inactivation of Accounts:** Without prior notice, if a Participant fails to earn Points or fails to have qualifying purchases of Turf Products reported to Rain Bird for a period of 18 consecutive months, the Participant's account will be inactivated and any points that have been accrued will be forfeit. Accounts can be reactivated once points have been earned or qualifying purchases of Turf Products have been reported to Agency Rewards, and if the Participant account is in good standing.

**Redemption of Points:** Points can be redeemed for Rewards shown on the Agency Rewards Website for the applicable Point value set forth on the Agency Rewards Website. Any individual who redeems Points on behalf of a Participant represents and warrants to Rain Bird that he or she is duly authorized on behalf of the Participant to make such redemptions. To redeem Points, Participants must submit the completed Rain Bird Agency Rewards Points Redemption Form ("Points Redemption Form"), which is available on the Agency Rewards Website. Participants may submit the Points Redemption Form online. The amount of the request may not exceed the amount of Points shown in the Participant's account at the time the Points Redemption Form is received by Rain Bird. Rain Bird assumes no responsibility for Points Redemption Forms or other documents that are delayed, lost or stolen in the mail. All Participants that receive Rewards grant Rain Bird permission to use the Participant's name and likeness in marketing communications related to Rain Bird, except where restricted or prohibited by law.

**Distributor Credits:** A Distributor Credit will be issued in the name of the Participant and posted to the accounts payable account with Rain Bird. Participants are responsible for advising the designated Distributor of the pending credit so that it may be applied to the Participant's account with the Distributor. Rain Bird assumes no responsibility for Distributor Credits that are delayed, lost, stolen or misapplied, including without limitation based on the Participant's designation of a Distributor, and assumes no responsibility for ensuring that Distributor Credits are

applied by a Distributor to the Participant's account with the Distributor. The point value for distributor credit redemption is \$0.05 per point.

**Status of Participants:** Rain Bird and Participants are independent organizations. Nothing in this Agreement will be construed to make a Participant the agent, employee, franchisee, partner or legal representative of Rain Bird. Participants shall not make any representations on Rain Bird's behalf to others regarding the Program. Rain Bird assumes no responsibility or liability for the work or statements of any Participant. Participants shall not engage in any deceptive, misleading, illegal or unethical practice involving their use of Points, Distributor Credits or Checks. In addition, Participants shall not make representations, warranties or guarantees to customers with respect to the specifications, features or capabilities of the Program or of Rain Bird products that are inconsistent with literature distributed by Rain Bird.

**Fees and Taxes:** Any and all fees and tax obligations arising from Participant's receipt or use of Points and Rewards (excluding taxes based upon the net income of Rain Bird) are the sole responsibility of the Participant. To the extent required by law, Participants will receive an IRS Form 1099 for the value of Rewards received. It is recommended that the Participant consult its tax advisor for complete information regarding fees and taxes related to the Program. Participants may be required to reimburse Rain Bird for the amount of any tax, tariff, duty or assessment that Rain Bird is obligated to pay or collect in connection with the Participant's participation in the Program.

**Consent to Contact Participant:** By participating in the Program, each Participant agrees and grants specific permission and consent that (a) Rain Bird may send all notices, approvals, consents, and other Program communications to the Participant at the mailing address, e-mail address reflected in the Participant's record, (b) this consent shall be deemed to apply to and be given by Participant's subsidiaries and affiliates at any of the addresses or numbers set forth in the Participant's record, and (c) the execution of this Agreement creates an "Existing Business Relationship" as that term is used in Federal and State legislation between Participant and Rain Bird related to unsolicited telephone and other communications. Participants must send all Program communications to Rain Bird at Rain Bird Corporation, Rain Bird Rewards Program Office, 6991 E. Southpoint Road, Tucson, AZ 85756 USA, or at such other address(es) as Rain Bird may designate from time to time.

**Proprietary Rights:** Participant acknowledges that Rain Bird is the sole owner of the mark RAIN BIRD and other trademarks, trade names, trade dress and related proprietary rights. Participant acquires no interests therein by virtue of this Agreement. During the term of this Agreement, Rain Bird grants to Participant a non-exclusive, non-transferable license to use the mark RAIN BIRD for promotion of Rain Bird's goods, strictly in accordance with Rain Bird's direction and control. Accordingly, Participant: (a) acknowledges that all use of Rain Bird's marks inures to the exclusive benefit of Rain Bird; (b) will limit use to and comply with usage guidelines for Participant as set forth on the [www.rainbird.com](http://www.rainbird.com) website; (c) will not register, represent or assert any interest in proprietary rights belonging to Rain Bird, including any tradenames or domain names incorporating formative elements confusingly similar to Rain Bird's marks; (d) will not dispute Rain Bird's ownership of Rain Bird's marks or similar proprietary rights and will report promptly to Rain Bird any infringement or unauthorized use thereof which comes to its knowledge; (e) acknowledges that it has no right to institute proceedings against any infringer of Rain Bird's marks; (f) will not adapt, change or delete any such trademark, copyright or proprietary right of Rain Bird; and (g) will cease use of all trademarks, copyrighted materials and proprietary rights belonging to Rain Bird upon termination or expiration of this Agreement.

**Amendments:** Rain Bird may amend (add to, delete or change) the terms of the Program Details and/or this Agreement at any time. This means, for example, that we may change the number of Points earned for Turf Product purchases, the Turf Products that qualify for Points under this Program, the number of Points required to redeem certain Rewards, or the Rewards that are available under this Program. The current form of the Agreement and the Program Details will be posted on the Agency Reward Website. Unless otherwise indicated, amendments will apply to any Points accrued and/or awarded in the future under the Program.

**Participant Termination:** Participants may terminate their participation in the Program at any time. Rain Bird may terminate or suspend any Participant's participation in the Program: (a) without Cause by giving the Participant at least 45-days prior notice; (b) without prior notice if the Participant fails to earn Points for a period of 18 consecutive

months; (c) without prior notice for failure to meet the \$5,000 minimum purchase threshold during a calendar year or (d) without notice at any time for cause. "Cause" shall be deemed to exist if: the Participant fails to comply with the terms of this Agreement, the Program Details, or any other agreement with Rain Bird or a Distributor; or Participant submits altered or fraudulent invoices in connection with the Program; or Participant acts in a manner that is inconsistent with the intended operation of the Program; or Participant acts in a manner that Rain Bird reasonably believes may have an adverse effect on its reputation in the community. Accrued but unused Points will be forfeited upon termination.

**Program Termination:** Rain Bird may terminate the Program at any time by providing notice to Participants at least 45 days in advance of the termination date by any reasonable means, including by providing notice through the Rewards Website. Participants will have until the termination date to use all accrued but unused Points.

**Governing Law:** This Agreement will be governed and construed in accordance with Arizona law, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts located in Pima County, Arizona.

**Assignment:** Participants may not assign, delegate or otherwise transfer (by operation of law, merger or otherwise) any right or obligation under this Agreement to others without Rain Bird's prior written consent, which it may withhold without cause.

**Entire Agreement:** This Agreement (together with the Program Details, which are incorporated herein by this reference) constitutes the entire agreement between Rain Bird and Participants with respect to its subject matter and supersedes all prior discussions and agreements between them. In the event of any conflict between this Agreement and the Program Details, this Agreement shall control.

**Limitation of Liability and Release:** By participating in the Program (including redeeming Points and receiving Rewards), Participants agree to release and hold harmless Rain Bird and its affiliates, and their respective directors, officers and employees (the "Released Parties") from and against any claims, costs, injuries, losses and damages of any kind (including, without limitation, reasonable attorneys' and investigation fees, expert and consultant fees, and other litigation costs) (collectively, "Losses"), arising out of or in connection with the Program, whether under a theory of contract, tort (including negligence), warranty or other theory, including: (a) lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; (b) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, Internet accessibility, availability or traffic congestion; (c) any technical, mechanical, printing, or typographical or other error; (d) unauthorized human intervention in the Program; (e) any Reward that has been lost or stolen after being received by the recipient; (f) inaccurate capture of Participant information, or the failure to capture, or loss of, any such information; (g) injury or damage to any person or property that may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Program or acceptance, receipt, use, or misuse of any Reward, including any and all applicable federal, state, and local taxes; and (h) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. In the event that Participant breaches this Agreement, Released Parties shall be entitled to and may seek indemnification, to the extent permitted by law, from Participant for recovery of all Losses that may be incurred by Released Parties as a result of the aforementioned breach. Rain Bird is not affiliated with any of the suppliers of the Rewards ("Suppliers") and does not endorse or guarantee any of the products or services offered by the Suppliers. All Rewards are provided "as is" with no guarantee. All warranties, whether express or implied, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed by Rain Bird.

**Arbitration:** PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH RAIN BIRD AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. YOU AND RAIN BIRD AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE PROGRAM SHALL BE FINALLY DECIDED BY BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION GOVERNING CONSUMER DISPUTES.

Arbitration uses a single, neutral arbitrator to decide a dispute (instead of a judge or jury); arbitration allows for more limited discovery than in a court case; and the arbitration process and result is subject to very limited review by courts. In an arbitration you have the right, at your expense, to be represented by an attorney of your choosing. Arbitrators can award the same damages and relief under this Agreement that a court can award under this Agreement. You and Rain Bird agree that any in-person arbitral hearing would occur in Pima County, Arizona. Rain Bird further agrees that your filing fee for an arbitration will be capped at the amount set by the American Arbitration Association. You agree that, by agreeing to this Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Rain Bird are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your participation in the Program. REGARDLESS OF THE FORUM, YOU AND RAIN BIRD AGREE THAT EACH 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. Further, unless both you and Rain Bird agree otherwise, the arbitrator may not join or consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

**No Third Party Beneficiaries:** This Agreement is for the benefit of Rain Bird and Participants. No other person or entity has any rights under this Agreement.