### RoadPro Rewards Terms and Conditions

# 1. Eligibility

RoadPro Rewards (the "Program") begins Monday, July 1, 2019 at 12:00:00AM Eastern Standard Time ("EST") and will be ongoing except as such Reward Period ("Reward Period") may be modified, in Sponsor's sole discretion. Participation in the Program is only open to legal residents of 50 United States (excluding Puerto Rico) and the District of Columbia, who are 18 years of age or older.

# 2. Reward Program Membership

To become a member ("Member") of the RoadPro Rewards Program, you must visit https://roadprorewards.com (the "Website"). Once you arrive at the Website, follow the onscreen instructions to register for the Program by completing the registration form with your true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address and Phone Number.) Once registration is complete, you can participate in the Program. You can terminate your account at any time on the Website. Limit of one (1) Member Account ("Member Account") per person/email address. You cannot participate in the Program (i.e., become a Member) until you register for a Member Account on the Website.

# 3. How to Participate

Once a Member, purchase at least one (1) of the Qualifying Products\* (listed in the Appendix below) from any retailer in store and submit a photo of the valid receipt ("Receipt Photo") of the Qualifying Product to earn points ("Points") which can be used toward a variety of rewards ("Rewards") (as defined below). Points will be applied to your Member Account once earned. A summary of a Member's Account may be viewed on the Website at any time. Once registered, a Member can track the number of Points they have received during the Program Period on the Website by logging in to their Member Account. In order to process your submission efficiently, members may highlight each Qualifying Product\* purchase on each receipt submitted with a star or check mark. Receipt Photos must clearly show the receipt in its entirety. Members should keep their receipt as DAS Companies, Inc., reserves the right to require a Member to provide original receipt for verification purposes upon request.

Participants can submit their receipt using one of the two (2) methods detailed below:

- a) Participants can upload a Receipt Photo by texting the keyword "ROADPRO" or "TRUCKERS" to 80160.
  - a. Participant will first receive a text message asking for consent to receive up to ten (10) automated text messages to the number provided. After replying "YES" to the consent, participant will receive instructions on how to upload the Receipt Photo. Limit of 160 characters per text.
- **b)** Participants can upload a Receipt Photo at https://roadprorewards.com.

Sponsor expressly reserves the right to establish additional means of accruing Points, to delete any or all the means currently in effect, to exclude specific types of activities from the accumulation of Points, and to specify periods after which unused Points will be forfeited.

**POINT RESTRICTIONS:** Points accrued during the Program are non-transferable to other Member Accounts and cannot be combined with or shared with any other Member Account. Points do not constitute property, do not entitle a Member to a vested right or interest and have no cash or monetary value. Points can be accrued only for receipts submitted for purchases completed by you, as determined by Sponsor, and can be applied only to your Member Account. If for any reason your Member Account is terminated by either you or the Sponsor, all your unused Points accrued will be forfeited. Unused Points shall be deemed void upon early termination of the Program by the Sponsor.

**Digital Reward Rebates** – Limit of one (1) of each Qualifying Product per Member for each promotional period. All receipts must be submitted within 30 (thirty) days of the end of the promotional period

## 4. Redemption

All receipts received will be reviewed and validated within forty-eight (48) hours. Upon registration completion, Members must participate by submitting a valid Receipt Photo(s) via the methods listed above throughout the Program to earn Points that can be redeemed for Rewards from the Website's e-catalog ("Rewards"). The amount of Points a Member will need to redeem a Reward will be posted on the Website. Reward Points may be banked and accumulated to use for higher-valued Rewards. Rewards will be awarded only upon verification and final approval. Rewards are only available while supplies last and on a first redeemed basis. Sponsor reserves the right to substitute Rewards for comparable or greater value for any reason. No Reward substitution, cash equivalent of Reward, transfer or assignment of a Reward is permitted by the Members. Any federal stated and local taxes, as well as any costs and expenses associated with Reward redemption and use are the sole responsibility of the Member. Terms and Conditions as provided by the Reward provider may apply, which may include one (1) year expiration dates. All Reward details are at Sponsor's sole discretion. In the event of fraud, abuse of privileges, or violation of these Terms and Conditions, Sponsor reserves the right to deny participation at any time and to pursue appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion. The trademarks are the property of their respective owners. The Program is not sponsored. endorsed or administered by any such trademark owner. Released Parties are not responsible for late, lost, inaccurate, incomplete, stolen, damaged, delayed, or undelivered Rewards. Released Parties are not responsible for any computer related malfunction that prevents the recipient from accessing the Website or receiving their Rewards. All Rewards are subject to provider's full terms and conditions. Sponsor is not responsible for late, lost, stolen, damaged, delayed, or undelivered Rewards.

# 5. Text Messaging (SMS) Terms and Restrictions

Standard Message and Data Rates may apply. By texting "ROADPRO" or "TRUCKERS" to 80160, you consent to receive up to ten (10) one-time automated text messages to the number you provided from DAS Companies, Inc. ("DAS"). You understand that consent is not required to make a purchase. The text message you send is your electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages from DAS and/or Program Sponsor. Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting a receipt using SMS messaging. Program Sponsor, in their sole discretion, may add or delete a cellular carrier at any time, without notice. You may text STOP to 80160 at any time to exit Program or HELP for help.

# 6. Your Consent

By texting you grant permission and consent to DAS Companies, Inc. to respond via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge entrants for each text message, including any error message that is sent and received in connection with the offer, based on the applicable wireless service plan. The participant is responsible for all applicable fees and taxes associated with SMS messaging. DAS Companies, Inc. in their sole discretion may add or delete a cellular carrier at any time, without notice. The participant is responsible for any damage/loss due to use of Rewards. DAS Companies, Inc. is not responsible for any malfunction or inconvenience that may occur.

Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned or bartered; all of which will be void. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. All requests become the property of Released Parties and will not be returned. Program is void where taxed,

prohibited or restricted by law. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. You cannot substitute, transfer or redeem Rewards for cash. You are responsible for all federal, state and local taxes as well as any other costs or expenses associated with use of Rewards not specified herein as being provided. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless DAS Companies. Inc. and their respective parent, subsidiaries, affiliates. retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "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 product or service attained through this Program. All applicable federal, state and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program or in any Program-related materials. Persons found tampering with or abusing any aspect of this Program, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Released Parties will not be eligible. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Program.

## 7. Privacy Policy

Any personally identifiable information collected from Participant during participation in the Program will be collected by Program Sponsor or their agents, and used by Program Sponsor and their respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Program Sponsor's Privacy Policy as stated at <a href="https://roadprorewards.com/privacy-policy">https://roadprorewards.com/privacy-policy</a>.

## 8. Sponsor

DAS Companies, Inc., dba RoadPro Brands, Corporate Office, 724 Lawn Road, Palmyra, PA 17078

### RoadPro Rewards Terms and Conditions Canada (Updated April 24, 2020)

1. **Sponsor:** DAS Companies, Inc., d/b/a RoadPro Brands, Corporate Office, 724 Lawn Road, Palmyra, PA 17078

**Administrator:** Real Time Media, LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

2. Eligibility

RoadPro Rewards (the "Program") will be ongoing except as such Reward Period ("Reward Period") may be modified, in Sponsor's sole discretion. Participation in the Program is only open to legal residents of Canadian Provinces and Territories, who are 18 years of age or older. Participation in the Program is not open to residents of the United States, Puerto Rico, the US Virgin Islands or any other US Territory or Protectorate. Void where prohibited by law.

### 3. Reward Program Membership

To become a member ("Member") of the RoadPro Rewards Program, you must visit https://roadprorewards.com (the "Website"). Once you arrive at the Website, follow the onscreen instructions to register for the Program by completing the registration form with your true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address and Phone Number.) Once registration is complete, you can participate in the Program. You can terminate your account at any time on the Website. Limit of one (1)

Member Account ("Member Account") per person/email address. You cannot participate in the Program (i.e., become a Member) until you register for a Member Account on the Website. Registration is voluntary and you may opt out at any time. If you opt out we will delete your account and your information, but you will be unable to participate in the Program.

### 4. How to Participate

Once a Member, purchase at least one (1) of the Qualifying Products\* (listed in the Appendix below) from any retailer in store and submit a photo of the valid receipt ("Receipt Photo") of the Qualifying Product to earn points ("Points") which can be used toward a variety of rewards ("Rewards") (as defined below). Points will be applied to your Member Account once earned. The Points available for each Qualifying Product will be found on the Website. A summary of a Member's Account may be viewed on the Website at any time. Once registered, a Member can track the number of Points they have received during the Program Period on the Website by logging in to their Member Account. In order to process your submission efficiently, members may highlight each Qualifying Product\* purchase on each receipt submitted with a star or checkmark. Receipt Photos must clearly show the receipt in its entirety. Members should keep their receipt as Sponsor, reserves the right to require a Member to provide original receipt for verification purposes upon request.

Participants can submit their receipt using one of the two (2) methods detailed below: Participants can upload a Receipt Photo at https://roadprorewards.com.

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**POINT RESTRICTIONS:** Points accrued during the Program are non-transferable to other Member Accounts and cannot be combined with or shared with any other Member Account. Points do not constitute property, do not entitle a Member to a vested right or interest and have no cash or monetary value. Points can be accrued only for receipts submitted for purchases completed by you, as determined by Sponsor, and can be applied only to your Member Account. If, for any reason, your Member Account is terminated by either you or the Sponsor, all unused Points accrued will be forfeited. Unused Points shall be deemed void upon early termination of the Program by the Sponsor.

**Digital Reward Rebates** – Digital Reward Rebates are provided for certain Qualifying Products from time to time, as advertised. The Digital Reward Rebates may be used to add to points or may be redeemed for a VISA card. (Sponsor reserves the right to use an alternative gift card to a VISA gift card at any time.) There is a limit of one (1) Digital Reward Rebate for each Qualifying Product per Member for each promotional period. All receipts must be submitted within thirty (30) days of the end of the promotional period.

#### 5. Redemption

All receipts received will be reviewed and validated within forty-eight (48) hours. Upon registration completion, Members must participate by submitting a valid Receipt Photo(s) via the methods listed above throughout the Program to earn Points that can be redeemed for Rewards from the Website's e-catalog("Rewards"). The amount of Points a Member will need to redeem a Reward will be posted on the Website. Reward Points may be banked and accumulated to use for higher-valued Rewards. Rewards will be awarded only upon verification and final approval. Rewards are only available while supplies last and on afirst redeemed basis. Sponsor reserves the right to substitution, cash equivalent of Reward, transfer or assignment of a Reward is permitted by the Members. Any federal, provincial and/or local taxes, as well as any costs and expenses associated with Reward redemption and use are the sole responsibility of the Member. Terms and Conditions as provided by the Reward provider may apply, which may include one (1) year expiration dates. All Reward details are at Sponsor's sole discretion. In the event of fraud, abuse

of privileges, or violation of these Terms and Conditions, Sponsor reserves the right to deny participation at any time and to pursue appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion. The trademarks are the property of their respective owners. The Program is not sponsored, endorsed or administered by any such trademark owner. Released Parties, as defined in section 6 of these Terms and Conditions, are not responsible for late, lost, inaccurate, incomplete, stolen, damaged, delayed, or undelivered Rewards. Released Parties are not responsible for any computer related malfunction that prevents the recipient from accessing the Website or receiving their Rewards. All Rewards are subject to provider's full terms and conditions. Sponsor is not responsible for late, lost, stolen, damaged, delayed, or undelivered Rewards. Without limiting the foregoing in any manner, Sponsor will use reasonable efforts to correct issues, where practicable. Members may send requests for assistance with their Rewards and/or Points to help@roadprorewards.com.

#### 6. Your Consent

By engaging through our website you consent to the Privacy Policies set forth on that website. Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned or bartered; all of which will be void. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. All requests become the property of Released Parties and will not be returned. Program is void where taxed, prohibited or restricted by law. Fraudulent submission could result in prosecution where permitted by law. You cannot substitute, transfer or redeem Rewards for cash. You are responsible for all federal, provincial and local taxes as well as any other costs or expenses associated with use of Rewards not specified herein as being provided. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless DAS Companies, Inc. and their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "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 product or service attained through this Program. All applicable federal, state and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program or in any Program-related materials. Persons found tampering with or abusing any aspect of this Program, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Released Parties will not be eligible. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Program.

#### 7. Privacy Policy

Any personally identifiable information collected from Participant during participation in the Program will be collected by Program Sponsor or their agents, and used by Program Sponsor and their respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Program Sponsor's Privacy Policy as stated at https://roadprorewards.com/Canada privacy-policy.